ATTACHMENT 5.9-A: PHASE I ESA



#### LS POWER

## COLLINSVILLE 500/230 KILOVOLT SUBSTATION PROJECT FINAL

#### PHASE I ENVIRONMENTAL SITE ASSESSMENT

NOVEMBER 2023

PREPARED FOR:



#### ABBREVIATIONS AND ACRONYMS

AAIs	All Appropriate Inquiries		
ACM	asbestos-containing material		
amsl	above mean sea level		
ASTM	American Society for Testing and Materials		
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act		
CFR	Code of Federal Regulations		
Collinsville Substation	Collinsville 500/230 Kilovolt Substation		
CREC	Controlled Recognized Environmental Condition		
CDWR	California Department of Water Resources		
Delta	Sacramento-San Joaquin River Delta		
EDR	Environmental Data Resources, Inc.		
EP	Environmental Professional		
EPA	Environmental Protection Agency		
ESA	Environmental Site Assessment		
FEMA	Federal Emergency Management Agency		
HREC	Historical Recognized Environmental Condition		
Insignia	Insignia Environmental		
kV	kilovolt		
LS Power	LS Power Grid California, LLC		
REC	Recognized Environmental Condition		
SR-	California State Route		
subject property	the 32.42-acre site associated with the Collinsville Substation		
U.S.	United States		
USGS	United States Geological Survey		

#### TABLE OF CONTENTS

1 – EXECUTIVE SUMMARY	. 1
2 – INTRODUCTION	. 1
2.0 Subject Property Description	
2.1 Special Terms, Conditions, and Significant Assumptions	. 5
2.2 Exceptions and Limiting Conditions	. 5
3 – USER-PROVIDED INFORMATION	
4 – RECORDS REVIEW	. 6
4.1 Historical Records Review	. 7
4.2 Environmental Setting	. 8
5 – INTERVIEWS	. 8
6 – NON-SCOPE SERVICES	. 9
6.0 Lead-Based Paint	. 9
6.1 Asbestos	. 9
6.2 Flood Zones	. 9
6.3 Emerging Contaminants	. 9
7 – FINDING AND OPINIONS	10
7.0 Data Gaps	10
7.1 Conclusions	10
8 – ENVIRONMENTAL PROFESSIONAL CERTIFICATION	11
9 – CREDENTIALS	12
10 – REFERENCES	12

#### LIST OF FIGURES

ure 1: Site Location Map3
---------------------------

#### LIST OF ATTACHMENTS

Attachment A: Photographs of the Subject Property and Vicinity Attachment B: User Information Attachment C: EDR Report

## **1 – EXECUTIVE SUMMARY**

LS Power Grid California, LLC (LS Power) retained Insignia Environmental (Insignia) to conduct a Phase I Environmental Site Assessment (ESA) for a 32.42-acre site (subject property) associated with the construction of the Collinsville 500/230 Kilovolt (kV) Substation (Collinsville Substation) located in the city of Birds Landing, California.

The Phase I ESA was conducted in conformance with the requirements of American Society for Testing and Materials (ASTM) Designation E 1527-13 and E 1527-21, and All Appropriate Inquiries (AAIs) as defined by the United States (U.S.) Environmental Protection Agency (EPA) in Title 40 of the Code of Federal Regulations (CFR), Part 312. Any exceptions to, or deletions from, the ASTM or AAIs practices are described in Section 2.1 Special Terms, Conditions, and Significant Assumptions.

LS Power is the "User" of this report and is proposing to lease real estate needed to support the construction and operation of the new Collinsville Substation that will be located on the subject property, which is adjacent to Pacific Gas and Electric Company's Vaca Dixon-Tesla 500 kV line.

The subject property is located at the foot of the Montezuma Hills in southern Solano County. The Montezuma Hills are a small range of low-elevation hills at the northern banks of the Sacramento-San Joaquin River Delta (Delta). The area is bounded by the Sacramento River on the south and east, the Montezuma Slough on the west, and California State Route (SR-) 12 on the north. The subject property is shown in Figure 1: Site Location Map.

A regulatory agency database search report was obtained from Environmental Data Resources, Inc. (EDR), which is 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 each database searched, is described in this report and attached to it.

The results of this Phase I ESA revealed no evidence of Recognized Environmental Conditions (RECs), Controlled Recognized Environmental Conditions (CRECs), or Historical Recognized Environmental Conditions (HRECs) in connection with the subject property.

## 2 – INTRODUCTION

This Phase I ESA presents the results of an ASTM Phase I ESA conducted on a 32.42-acre property. The objective of this Phase I ESA was to conduct AAIs into the past ownership and uses of the subject property consistent with good commercial or customary practice, as outlined by ASTM in "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process: Designation E 1527-13 and E 1527-21." The AAI process is used to evaluate a property's environmental conditions for the purpose of qualifying for landowner liability protections under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) following final rule of 40 CFR Part 3120.

LS Power is the User of this Phase I ESA, and the ASTM standard defines the User as the party seeking to use Practice E1527 to complete an ESA of the subject property. Insignia is the Environmental Professional (EP) aiding the User.

The ASTM standard defines an EP as meeting the education, training, and experience requirements as set forth in 40 CFR 312.10(b). The person may be an independent contractor or an employee of the User. The objectives of this Phase I ESA are to determine the presence or absence of RECs, CRECs, and HRECs, as defined by ASTM 1527-21.

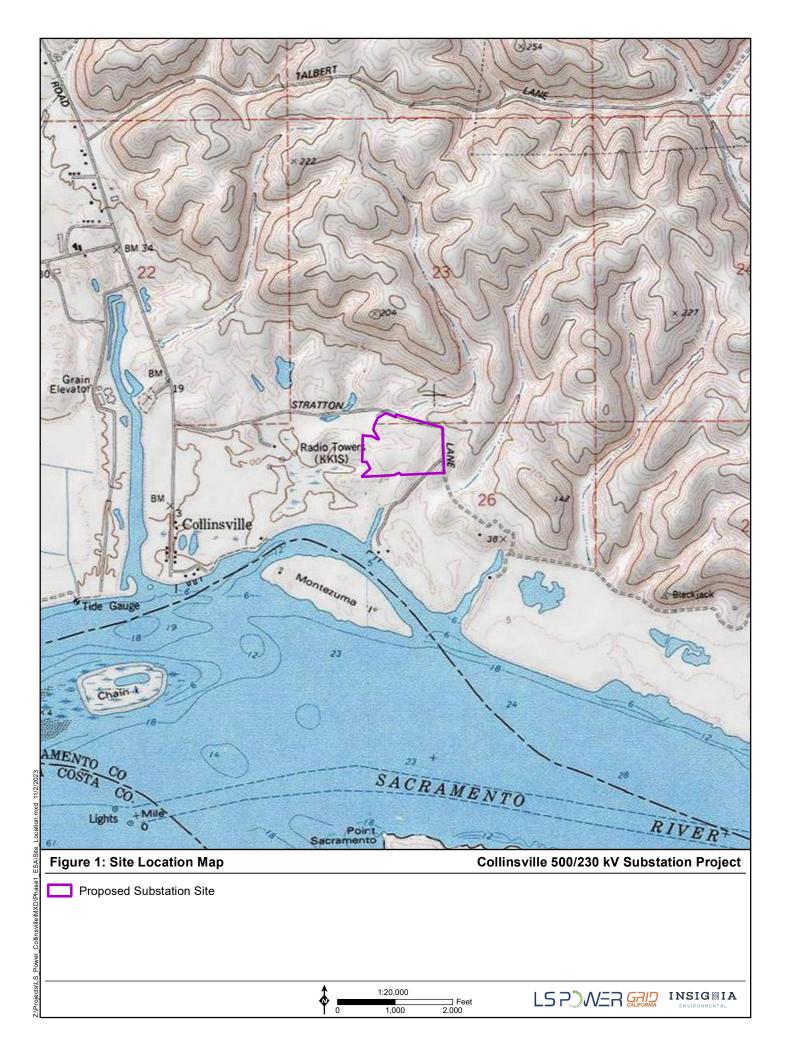
A REC is the presence of hazardous substances or petroleum products in, on, or at a subject property due to a release to the environment; the likely presence of hazardous substances or petroleum products in, on, or at a subject property due to a release or likely release to the environment; or the presence of hazardous substances or petroleum products in, on, or at a subject property under conditions that pose a material threat of a future release to the environment. A *de minimis* condition is not a recognized environmental condition.

A CREC is a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (e.g., activity and use limitations or other property use limitations).

An HREC is a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (e.g., activity and use limitations or other property use limitations). An HREC is not a REC.

The Phase I ESA was conducted in accordance with ASTM E 1527-13 and E 1527-21 standards. The scope of this Phase I ESA consisted of a visual reconnaissance of the subject property, attempts to interview the landowner, and a review of reasonably ascertainable documents. The scope of work did not include sampling and analyzing environmental media. Insignia was not contracted to perform an independent evaluation of the purchase or lease price of the subject property and its relationship to current fair market value. The conclusions presented in this Phase I ESA are professional opinions based on the data described herein. The opinions are subject to the limitations described in Section 2.2 Exceptions and Limiting Conditions.

The User of this Phase I ESA is not obligated to identify, obtain, or review every possible source that might exist with respect to the subject property. Instead, ASTM identifies record information that is reasonably ascertainable from standard sources. "Reasonably ascertainable" means information that is publicly available, information that is obtainable from its source within reasonable time and cost constraints, and/or information that is practicably reviewable.



#### 2.0 SUBJECT PROPERTY DESCRIPTION

The subject property is located at 6414 Stratton Lane in the city of Suisun City in Solano County, California. It is an undeveloped 32.42-acre parcel (Assessor's Parcel Number 0090-120-310). LS Power proposes to lease this parcel for the purpose of constructing the Collinsville Substation. The subject property location is shown in Figure 1: Site Location Map, and photographs are included in Attachment A: Photographs of the Subject Property and Vicinity.

The area of Solano County in which the subject property is situated is at the foot of the Montezuma Hills. The Montezuma Hills are a small range of low-elevation hills at the northern banks of the Delta. The area is bounded by the Sacramento River on the south and east, the Montezuma Slough on the west, and SR-12 on the north.

Current land uses include natural resource land areas (including the Suisun Marsh, Sacramento River, and San Joaquin River waterways), utility operations, residences, wind farms, and agricultural lands. The subject property is owned by Flannery Associates, LLC, which recently purchased thousands of acres of land in Solano County, including many former Sacramento Municipal Utility District properties near the unincorporated community of Collinsville.

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

No special terms, conditions, or significant assumptions are associated with this Phase I ESA. Deletions from the Phase I ESA include a lack of landowner participation in the interview process.

#### 2.2 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 and given the schedule and budget constraints established by the client. 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 subject property. This Phase I ESA provides an evaluation of selected environmental conditions associated with the subject property that was assessed at the time the work was conducted and is based on information obtained by and/or provided to Insignia at that time. There are no assurances regarding the accuracy and completeness of this information. All information received from the client or third parties in the preparation of this Phase I ESA has been assumed by Insignia to be correct. Insignia assumes no responsibility for any deficiency or inaccuracy in information received from others.

Conclusions made within this report consist of Insignia'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 subject property's environmental condition. This report relates solely to the specific subject property for which Insignia was retained and the stated purpose for which this report was prepared and shall not be used or relied upon by client 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 LS Power and any use of or reliance on this report by any third party is prohibited, except as may be consented to in writing by Insignia or as required by law. The provision of any such consent is at Insignia's sole and unfettered discretion and will only be authorized pursuant to the conditions of Insignia's standard form reliance letter. Insignia assumes no responsibility for losses, damages, liabilities, or claims, howsoever arising, from third-party use of this report.

The conclusions are based on the conditions encountered at the subject property by Insignia at the time the site reconnaissance was conducted. As the purpose of this report is to identify subject property conditions that may pose an environmental risk, the identification of non-environmental risks to structures or people on the subject property is beyond the scope of this Phase I ESA.

## **3 – USER-PROVIDED INFORMATION**

The AAI rule requests that the User of the report consider the following:

- Whether the User has specialized knowledge about previous ownership or uses of the subject property that may be material to identifying RECs;
- Whether the User has determined that the subject property's title contains environmental liens or other information related to the environmental condition of the subject property;
- Whether the User is aware of commonly known or reasonable ascertainable information about the subject property, including whether the presence of contamination is likely on the subject property and to what degree it can be detected; and
- Whether the user has prior knowledge that the price of the subject property has been reduced for environmentally related reasons.

A copy of the completed questionnaire is included in Attachment B: User Information. Information provided in the User Questionnaire did not reveal any knowledge of RECs, CRECs, HRECs, or environmental leans.

## 4 – RECORDS REVIEW

A regulatory agency database search report was obtained from 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 each database searched, is provided in Attachment C: EDR Report.

The objective of consulting historical sources of information is to develop the history of the subject property and surrounding properties and evaluate if past uses of the subject property or surrounding properties 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 subject property. Insignia's research of historical information included a review of the EDR report, which compiled and summarized government records from reasonably

ascertainable databases and sources. A full list of databases reviewed is included in Attachment C: EDR Report. The following subsections summarize the results of Insignia's review.

#### 4.0.0 Listings for Property

The subject property was not identified in the environmental database report under any of the various databases searched.

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

Insignia assessed data presented in the environmental agency database search report to evaluate the potential for conditions on adjacent and nearby sites that may constitute a REC, CREC, or HREC for the subject property. The subject property was not identified in the environmental database report under any of the various databases searched.

#### 4.1 HISTORICAL RECORDS REVIEW

#### 4.1.0 Land Title Records/Deeds

Public records were not searched by Insignia; however, the User provided a Stewart Title Report as part of the User Questionnaire response, and it is included in Attachment B: User Information. No other land title records were reviewed by Insignia as part of this Phase I ESA.

#### 4.1.1 Historical Aerial Photographs

Insignia assessed past usage of the subject property and adjoining properties through review of historical aerial photographs provided by EDR for the following years: 1937, 1952, 1963, 1966, 1972, 1979, 1984, 1993, 2006, 2009, 2012, 2016, and 2020. All the historical aerials were at a scale of 1 inch to 500 feet. Except for the 1963 aerial, all the historical aerials reviewed had complete coverage of the subject property and surrounding properties. All historical aerials showed the subject property and surrounding properties as undeveloped.

#### 4.1.2 City Directories

Since the subject property is in a remote, undeveloped area with no signs of past development and no surrounding property addresses, city directories were not available for evaluation.

#### 4.1.3 Historical Topographic Maps

Insignia reviewed historical U.S. Geological Survey (USGS) 7.5-minute and 15-minute topographic maps of the Antioch, Antioch North, and Collinsville quadrangles to help identify past uses of the subject property and surrounding properties. The historical topographical maps were provided by EDR for the following years and at the scale noted:

- 1907 at a scale of 1:62,500;
- 1908 at a scale of 1:62,500;
- 1918 at a scale of 1:31,680;
- 1953 at a scale of 1:24,000;
- 1968 at a scale of 1;24,000;
- 1978 at a scale of 1:24,000;

- 2012 at a scale of 1:24,000;
- 2015 at a scale of 1:24,000; and
- 2018 at a scale of 1:24,000.

All the topographical maps reviewed show the subject property and surrounding properties as undeveloped. The 1907 topographical map shows a secondary road traversing the western portion of the subject property, but it is not present in any of the subsequent topographical maps.

#### 4.1.4 Other Historical Sources

No other historical sources were reviewed as part of this Phase I ESA.

#### 4.2 ENVIRONMENTAL SETTING

According to the EDR report, the subject property has an average elevation of 38 feet amsl, with the highest elevations occurring in its northeastern portion.

The northern portion of the subject property is underlain primarily by the Diablo and Valdez soil series in the Montezuma Hills and along the Delta shores. The Diablo soil series consists of a silty clay or clay and has well-drained soils with slow infiltration rates. The Valdez soil series consists of silty clay loam and has poorly drained soil with slow infiltration rates. The southern portion of the subject property is underlain by poorly drained soils with a parent material comprised of clayey alluvium derived from metamorphic and sedimentary rock (USGS 2002).

According to the California Department of Water Resources (CDWR), groundwater in the vicinity of the subject property is 130 feet below ground surface or deeper, and it flows south toward the Sacramento River (CDWR 2023).

Surface waters near the subject property mainly include seasonal wetlands located within lowlying areas between rolling hills. During periods of heavy precipitation, surface water within the vicinity of the subject property flows toward the Sacramento River through one large perennial drainage along Talbert Lane.

In accordance with the ASTM standard, a wetland delineation was not required or conducted during the site reconnaissance. EDR identified one wetland area at the northwest corner of the subject property; additional wetlands were identified during the field reconnaissance survey to the west and south of the subject property.

## 5 – INTERVIEWS

Insignia provided the User with a questionnaire for the landowner to complete. As of the date of this report, the landowner has not provided a response to the inquiry. It is our opinion that sufficient information was obtained to identify subject property conditions indicative of releases or threatened releases of hazardous substances and petroleum hydrocarbons.

## 6 – NON-SCOPE SERVICES

The scope of work completed was limited solely to those items in the ASTM E1527-21 standard. No ASTM E1527-21 non-scope services were performed as part of this Phase I ESA. Out-of-scope services are described in the subsections that follow.

#### 6.0 LEAD-BASED PAINT

Concern for lead-based paint is primarily related to residential structures. The EPA's Final Rule on Disclosure of Lead-Based Paint in Housing (40 CFR Part 745) defines lead-based paint 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. There are no painted structures or surfaces observed on the subject property.

#### 6.1 ASBESTOS

Asbestos-containing materials (ACMs) 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 inhaled, which 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.

There are no structures on the subject property; therefore, the presence of ACM on the subject property is unlikely. However, Insignia makes no warranty as to the possible existence or absence of inaccessible materials or to their evaluation with respect to asbestos content, especially if underground utilities are present that are coated with or wrapped with ACM. Samples of suspect ACMs should be collected for laboratory analysis of asbestos prior to any renovation or building demolition to be compliant with, the EPA National Emission Standard for Hazardous Air Pollutants regulations.

#### 6.2 FLOOD ZONES

Insignia searched the Federal Emergency Management Agency (FEMA) flood plain map service, which showed that the northwestern portion of the subject property is within the 100-year flood plain.

#### 6.3 EMERGING CONTAMINANTS

Emerging contaminants are substances that are not defined as hazardous under CERCLA but may be considered hazardous substances under state law or otherwise. ASTM E1527-21 expressly states that emerging contaminants include per- and polyfluoroalkyl substances, which are also known as "PFAS."

#### 7 – FINDING AND OPINIONS

Reasonably ascertainable data were obtained and a site reconnaissance was conducted to determine if RECs are present in connection with the subject property. Based on this information, Insignia did not identify any RECs, CRECs, or HRECs.

#### 7.0 DATA GAPS

Insignia's ability to identify and evaluate RECs at the subject property is conditioned upon significant data gaps identified as part of this Phase I ESA. The ASTM E1527-21 Standard defines a significant data gap as a data gap that affects the ability of the EP to identify a REC.

No significant data gaps were identified during the performance of this Phase I ESA. Thus, it is Insignia's opinion that sufficient information was obtained to identify subject property conditions indicative of releases or threatened releases or hazardous substances and petroleum hydrocarbons. Insignia's opinion is limited by the conditions prevailing at the time that work is performed and the applicable regulatory requirements in effect.

#### 7.1 CONCLUSIONS

Insignia conducted this Phase I ESA in conformance with the scope and limitations of ASTM Standard E1527-13 and E1527-21. Any exceptions to, or deletions from, this practice are described in Section 2.2 Exceptions and Limiting Conditions. This assessment has not revealed any RECs, CRECs, or HRECs in connection with the subject property. At this time, Insignia does not recommend additional assessments.

#### **8 – ENVIRONMENTAL PROFESSIONAL CERTIFICATION**

This Phase I ESA was prepared by Insignia for the proposed Collinsville Substation in Solano County, California. The material in the Phase I ESA reflects Insignia's professional judgement and other limitations stated in the Phase I ESA and in the contract between LS Power and Insignia. The opinions in the document are based on conditions and information existing at the time the document was finalized and do not consider any subsequent changes to the subject property or surrounding properties.

In preparing the document, Insignia did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Insignia shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party because of decisions made or actions taken based on this document.

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

Author: \_\_\_\_\_\_ Lauri Branch, NREP REM 10818 Senior Environmental and Regulatory Specialist, Insignia

Quality Reviewer: \_\_\_\_\_\_ Kyle Rommel Senior Planner, Insignia

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental professional as defined in 40 CFR 312.10.

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR 312.

Independent Reviewer: \_\_\_\_\_\_ Anne Marie McGraw President, Insignia

#### 9 – CREDENTIALS

This Phase I ESA was prepared by Insignia Senior Environmental and Regulatory Specialist Lauri Branch, who holds a Bachelor of Science degree in botany from McNeese State University in Louisiana. She is a Registered Environmental Manager with the National Registry of Environmental Professionals. Ms. Branch has approximately 30 years of experience in providing environmental due diligence services, both nationally and internationally. She meets the AAI definition of an EP and is therefore qualified to exercise professional judgment to develop opinions and conclusions regarding the presence of releases or threatened releases of hazardous substances.

This Phase I ESA was technically reviewed by Insignia Senior Planner Kyle Rommel, who holds a Bachelor of Science degree in marine biology from the University of North Carolina, Wilmington. He has more than 16 years of environmental consulting experience and a strong background in the analysis, mitigation, and regulatory compliance associated with subsurface impacts. Mr. Rommel has prepared and reviewed dozens of Phase I ESAs and also specializes in permitting, compliance management, and the preparation of a wide variety of environmental documents.

#### **10 – REFERENCES**

- ASTM. 2013 and 2021 Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process: Designation E 1527-13 and E 1527-21.
- CDWR. 2023. California Groundwater Live. Online. https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#gwlevels. Site visited September 2023.
- EDR. 2023. Environmental Database Report. June 2023.
- FEMA. 2023. FEMA Flood Map Service Center. Online. https://msc.fema.gov/portal/home. Site visited September 2023.
- Insignia. 2023. Terrestrial Biological Resources Technical Report. July 2023.
- United States Department of Agriculture. 2002. Hydrologic Soil Groups. Online. https://efotg.sc.egov.usda.gov/references/Public/PR\_defunct/FOTGHydrologicGroups.pd f. Site visited August 2023.
- USGS. 2002. Inorganic Data and Trends. Online. https://ca.water.usgs.gov/projects/gama/public-well-water-quality-trends/. Site visited August 2023.
- USGS. 2018. Subsidence in the Sacramento-San Joaquin Delta. Online. https://www.usgs.gov/centers/land-subsidence-in-california/science/subsidencesacramento-san-joaquin-delta. Site visited July 2023.

USGS. 2023. What is a Quaternary fault? Online. https://www.usgs.gov/faqs/what-quaternaryfault#:~:text=A%20Quaternary%20fault%20is%20one%20that%20has%20been,Period% 2C%20which%20covers%20the%20last%202.6%20million%20years. Site visited August 2023.

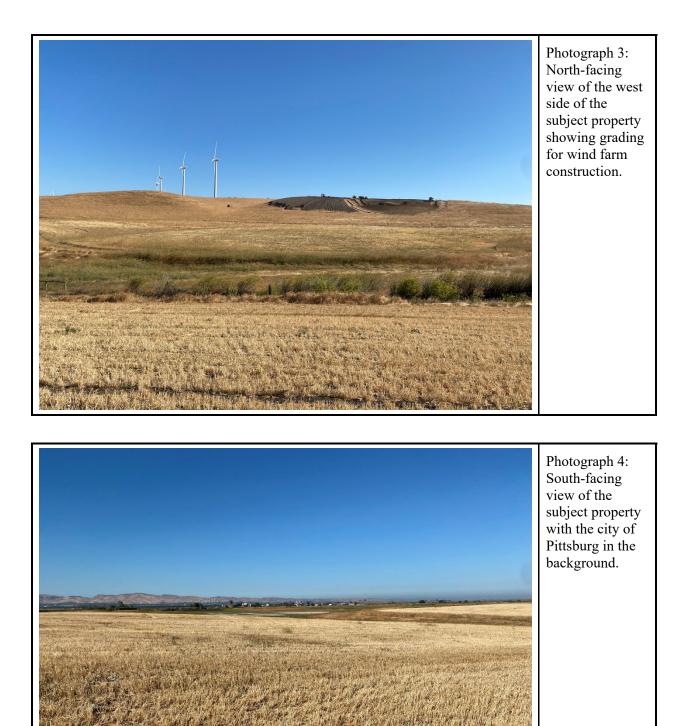
ATTACHMENT A: PHOTOGRAPHS OF THE SUBJECT PROPERTY AND VICINITY

# ATTACHMENT A: PHOTOGRAPHS OF THE SUBJECT PROPERTY AND VICINITY

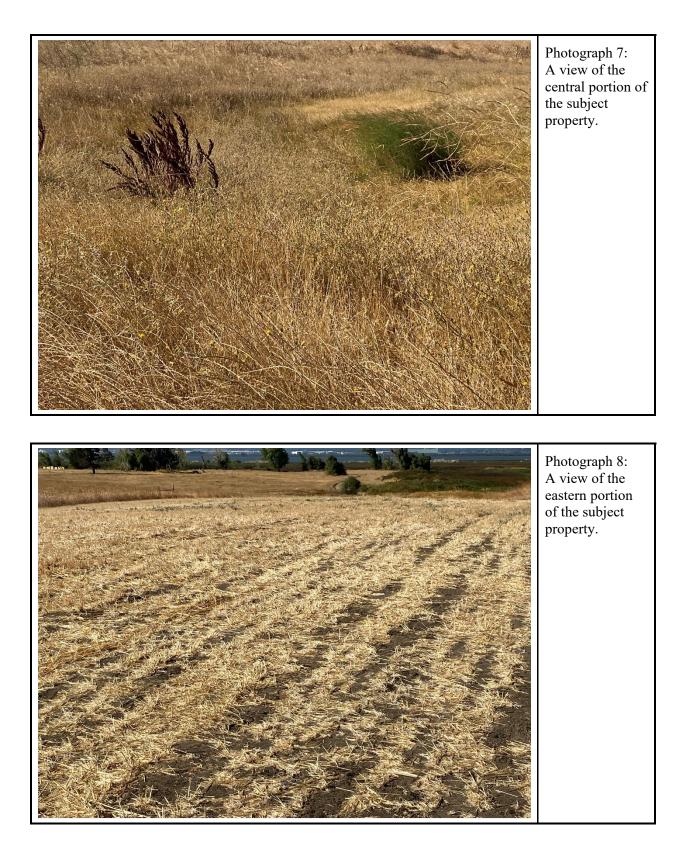


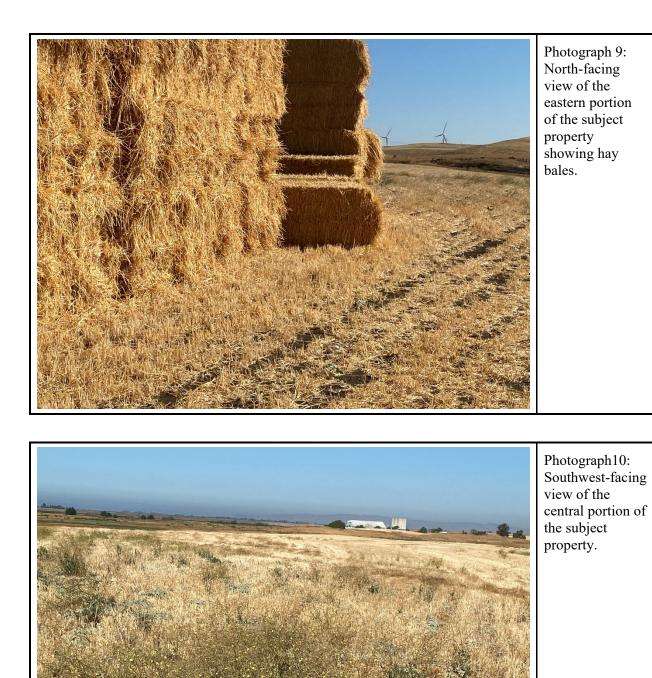
Photograph 1: Northwest-facing view of the west side of the subject property, showing an adjacent property with a wind farm on the north side of Stratton Lane.













ATTACHMENT B: USER INFORMATION

#### USER QUESTIONNAIRE

To qualify for one of the *Landowner Liability Protections* (LLPs)<sup>1</sup>, the User must conduct the following inquiries required Section 40 of the Code of Federal Regulations (CFR) 312.25, 312.28, 312.29, 312.30, and 312.31. A User is defined as the party seeking to use Practice E 1527 to complete an *environmental site assessment* of the *subject property*. The User should provide the following information to the *environmental professional*. Failure to conduct these inquiries could result in a determination that "*all appropriate inquiries*" is not complete.

 Environmental cleanup liens that are filed or recorded against the subject property (40 CFR 312.25). Did a search of land title records (or judicial records) identify any environmental liens filed or recorded against the subject property under federal, tribal, state or local law?<sup>2</sup>

None; A preliminary title search of APN 0090-120-300, Montezuma, CA 94512 did not reveal or identify any environmental liens or record. A copy of the title search report and copies of the referenced recorded documents is enclosed as part of this response (the "Report").

2. Activity and land use limitations that are in place on the *subject property* or that have been filed or recorded against the *subject property*. Did a search of land title records (or judicial records, where appropriate) identify any AULs such as engineering controls, land use restrictions or institutional controls that are in place at the *subject property* under federal, tribal, state, or local law?

None; A preliminary title search of APN 0090-120-300, Montezuma, CA 94512 did not reveal or identify any activity or use limitations (AULs). See Report (defined above).

3. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28). Do you have any specialized knowledge or experience related to the *Subject Property* or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the *subject property* or an adjoining property so that you would have specialized knowledge of chemicals and processes used by this type of business?

None; based on aerial photographs and research of public data, the property and nearby properties are utilized for agricultural purposes.

4. Relationship of the purchase price to the fair market value of the *subject property* if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for the *subject property* reasonably reflect the fair market value of the *subject property*? If you conclude there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *subject property*?

<sup>&</sup>lt;sup>1</sup> Landowner Liability Protections or LLPs, is the term used to describe the three types of potential defenses to Superfund liability in EPA's Interim Guidance Regarding Criteria Landowners Must Meet in order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability ("Common Elements Guide) issued on March 6, 2003. <sup>2</sup> Note that in certain jurisdictions, federal, tribal, state, and local statutes, or regulations specify that environmental liens and activity or use limitations (AULs) be filed in judicial records rather than in land title records. In such cases judicial records shall be searched for environmental liens and AUL's.

#### ASTM 1527-21 USER QUESTIONNAIRE

The subject property is not being purchased but rather leased; the future potential property interest is a leasehold interest rather than fee simple. The leasehold consideration to be paid is market for the proposed use regardless of any known contamination, of which there is none.

5. Commonly known or reasonably ascertainable information about the *subject property* (40 CFR 312.30). Are you aware of commonly known or reasonably ascertainable information about the Subject Property that would help the Environmental Professional to identify conditions indicative of releases or threatened releases?

For example:

a. Do you know about the past uses of the subject property?

Agricultural, farming, ranching, unimproved.

b. Do you know of specific chemicals that are present or were formerly present at the *subject property*?

None known.

c. Do you know of spills or other chemical releases that have taken place at the *subject property*?

None known.

d. Do you know of any environmental cleanups that have taken place at the *subject property*?

None known.

6. The degree of obviousness of the presence or likely presence of contamination at the *subject property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). Based on your knowledge and experience related to the *subject property*, are there any obvious indicators that point to the presence or likely presence of contamination at the *subject property*?

None known.

Name: LS Power Grid California, LLC

Mark D. Milburn, SVP

Relationship to the subject property/Title: Licensee

Date: 10/4/2023 Signature: MAUL



COMMERCIAL SERVICES

뫄

2

Prepared By: LSPower Caroline Saunders 16150 MAIN CIRCLE DRIVE chesterfield, MO 63017 csaunders@lspower.com

 Date:
 09/27/2023

 Property:
 CA 94512

 APN:
 0090-120-300

 County:
 SOLANO

COMMERCIAL SERVICES

#### Subject Property Location

Property Address City, State & Zip , CA 94512 Governmental/Public Use County SOLANO COUNTY Property Use (General) Mailing Address 81 BROADWAY ST # 201-07, ASHEVILLE, NC 28801-7900 Parcel Number 0090-120-300 2535.02 Latitude Census Tract 38.081524 Thomas Bros Pg-Grid Longitude -121.837333

#### Legal Description Details

Current Ownership Information *Source of Ownership data: Recorder Information					
		Sale Price	\$45,000,000		
Primary Owner Name(s)	FLANNERY ASSOCIATES LLC,	Sale Date			
		Recording Date	03/27/2023		
		Recorder Doc #	202300012173		
Vesting		Book/Page			

Latest Full Sale Information					
Primary Owner Name(s)		Sale Price	\$45,000,000		
	FLANNERY ASSOCIATES LLC,	Sale Date	03/22/2023		
		Recording Date	03/27/2023		
		Recorder Doc #	202300012173		
Vesting		Book/Page			
Financing Details at Time of Purchase					
No financing details available					

Property Characteristics							
	Bedrooms		Year Built		Living Area (SF)	0	
	Bathrooms/Partial		Garage/No. of Cars		Price (\$/SF)		
	Total Rooms		Stories/Floors		Lot Size (SF/AC)	2,659,338/61.05	
	Construction Type		No. of Units		Fireplace		
	Exterior Walls		No. of Buildings		Pool		
	Roof Material/Type		Basement Type/Area		Heat Type		
	Foundation Type		Style		A/C		
	Property Type	Government/Public Use	View		Elevator		
	Land Use	Governmental/Public Use (General)		Zoning			

Assessment & Taxes						
	Assessment Year	2023	Tax Year	2022	Tax Exemption	
<b></b>	Total Assessed Value	\$194,110	Tax Amount	\$2,142.34	Tax Rate Area	60-087
	Land Value	\$194,110	Tax Account ID			
	Improvement Value		Tax Status	No Delinquen	y Found	
	Improvement Ratio		Delinquent Tax Year			
<b>(3)</b>	Total Value			Market Improvement Value		
	Market Land Value			Market Val	Market Value Year	

Lien History					
Trans. ID Recording Date Lender Amount Purchase Money					
No details available					

Report Date: 09/27/2023 Order ID: R127613162

stewart title No details available



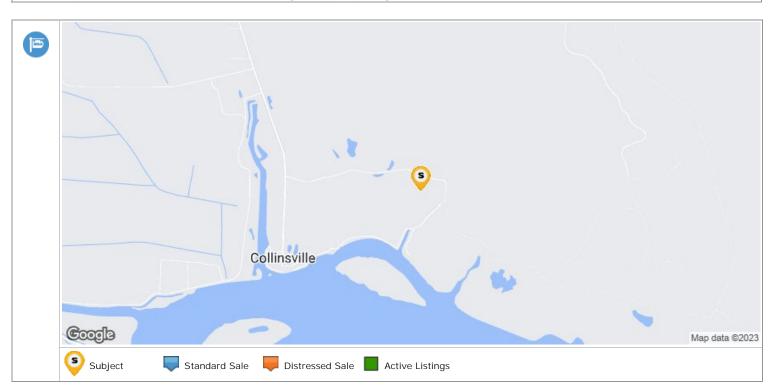
## COMPARABLES

## Subject Property Location

Property Address City, State & Zip , CA 94512 Report Date: 09/27/2023 Order ID: R127613163 County: SOLANO

## Comparable Sales

No comparable sales found for subject property with selected filter criteria.



COMMERCIAL SERVICES

# TRANSACTION HISTORY

#### Subject Property Location

stewart

title

Report Date: 09/27/2023 Order ID: R127613164

Mortgage Assignment

Property Address			Order ID: R1276131
City, State & Zip	, CA 94512		
County	SOLANO COUNTY	Property Use	Governmental/Public Use (General)
Mailing Address	81 BROADWAY ST # 201-07, ASHEVILLE, NC 28801-7900	Parcel Number	0090-120-300

Transaction Summary							
Trans I D	Recording Date	Document Type	Document Description	Sale Price / Loan Amount	Document Number	Buyer / Borrower	Seller
1	03/27/2023	Deed	Grant Deed	\$45,000,000	202300012173		SACRAMENTO MUNICIPAL UTILITY DISTRICT
2		Deed					

Mortgage

Mortgage Release



Foreclosure Activity

## Transaction Details

nsfer		1				
Transa	iction I D	1	Recorder Doc Number	202300012173	Partial Interest Transferred	
Sale Da	ate	03/22/2023	Document Type	Deed	Type of Transaction	Non Residential Transfer
Sale Pr	rice	\$45,000,000	Document Description	Grant Deed	Multiple APNs on Deed	+
Record Book/I			Recording Date	03/27/2023	Property Use	
Buyer	1	FLANNERY ASSOCIATES	Buyer 1 Entity	Limited Liability Company	Buyer Vesting	
Buyer	2		Buyer 2 Entity		Buyer Mailing Address	81 BROADWAY ST # 201-07, ASHEVILLE, NC 28801-7900
Seller	1	SACRAMENTO MUNICIPAL UTILITY DISTRICT	Seller 1 Entity	Government	Seller Mailing Address	
Seller :	2		Seller 2 Entity		Legal City/ Muni/ Township	UNINCORPORATED
Legal F Map Re	Recorder's ef		Legal Subdivision		Legal Section/ Twn/ Rng/ Mer	S13&S24 T03NR01E MDE
Legal E Tract	Brief Descr	iption/ Unit/ Phase/			Title Company Name	PLACER TITLE COMPANY
sfer						
Transa	ction I D	2	Recorder Doc Number		Partial Interest Transferred	
	er Date		Document Type	Deed	Type of Transaction	Per Assessor
Sale Pr	rice		Document Description		Multiple APNs on Deed	
Record Book/I			Recording Date		Property Use	Governmental/Public Use (General)
Buyer	1		Buyer 1 Entity		Buyer Vesting	
Buyer			Buyer 2 Entity		Buyer Mailing Address	
Seller	1		Seller 1 Entity		Seller Mailing Address	

Address

Seller 2	Seller 2 Entity	Legal City/ Muni/ Township
Legal Recorder's Map Ref	Legal Subdivision	Legal Section/ Twn/ Rng/ Mer
Legal Brief Description/ Unit/ Phas Tract	se/	Title Company Name

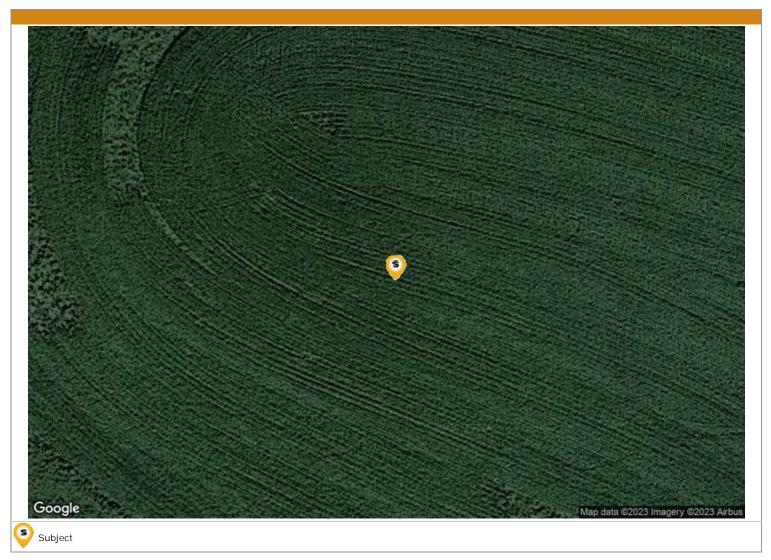


Report Date: 09/27/2023 Order ID: R127613165

Governmental/Public Use

(General) 0090-120-300

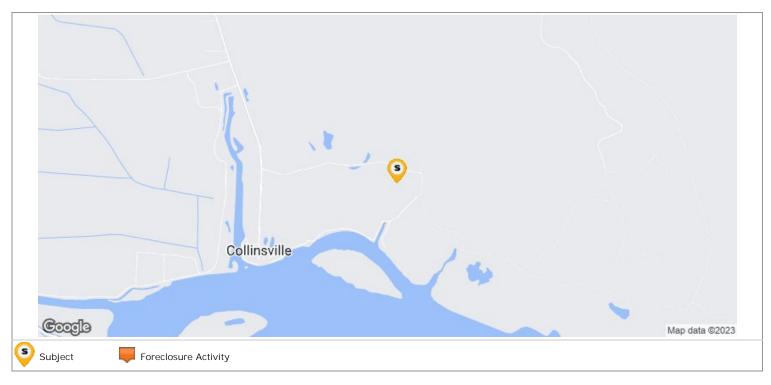
Property Address		
City, State & Zip	, CA 94512	
County	SOLANO COUNTY	Property Use
Mailing Address Owner Name	81 BROADWAY ST # 201-07, ASHEVILLE, NC 28801-7900 FLANNERY ASSOCIATES LLC,	Parcel Number





Report Date: 09/27/2023 Order ID: R127613166

Property Address			Order ID: R127613166
City, State & Zip	, CA 94512		
County	SOLANO COUNTY	Property Use	Governmental/Public Use (General)
Mailing Address	81 BROADWAY ST # 201-07, ASHEVILLE, NC 28801-7900	Parcel Number	0090-120-300



## Neighborhood Foreclosure Activity

No Foreclosure Activity Found.

title

Property Address

City, State & Zip	, CA 94512		
County	SOLANO COUNTY	Property Use	Governmental/Public Use (General)
Mailing Address	81 BROADWAY ST # 201-07, ASHEVILLE, NC 28801-7900	Parcel Number	0090-120-300

Population		
Year	Zip 94512	National
2011	300	306,603,772
2020	18	326,569,308
Growth Rate		6.5%
Growth Centile	0.5%	62.5%

Households		
Year	Zip 94512	National
2011	103	114,761,359
2020	18	122,354,219
Household Growth Rate		6.6%
Average Household Size		2.6

Families		
Year	Zip 94512	National
2011	103	76,507,230
2020		79,849,830
Family Growth Rate		4.4%

Age Distribution/Gender Ratio				
Age	Zip 94512	National		
0-4		6.0%		
5-9		6.1%		
10-14		6.5%		
15-19		6.5%		
20-24		6.7%		
25-44		26.5%		
45-64	100.0%	25.6%		
65-84		14.1%		
85+		2.0%		
Gender Ratio				
Male Ratio		49.2%		
Female Ratio		50.8%		

Household Income		
Income	Zip 94512	National
% < \$25K		18.4%
% \$25K-50K		20.6%
% \$50K-100K		30.0%
% \$100K-150K	100.0%	15.6%
% >\$150K		7.1%

Median Household Income		
Year	Zip 94512	National
2020		\$64,994.00
Per Capita Income		\$34,299.49

Household Income Centile	
National	
State	

stewart

title

Property Address

City, State & Zip	, CA 94512		
County	SOLANO COUNTY	Property Use	Governmental/Public Use (General)
Mailing Address	81 BROADWAY ST # 201-07, ASHEVILLE, NC 28801-7900	Parcel Number	0090-120-300

Subject Property					
Address 6414 STRATTON LN, BIRDS LANDING, CA 94512 APN 0090-120					0090-120-310
Owner	P G & E C(	C	Lot Size (SF/AC)	1,996,355/45.83	
Bedrooms	0	Year Built		Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor #	1			
Address	6300 STR	ATTON LN, BIRDS LNDG, CA 94585	APN	0090-130-110
Owner	FLANNER	ASSOCIATES LLC,	Lot Size (SF/AC)	1,825,600/41.91
Bedrooms	0	Year Built	Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars	Phones	

Nearby Neighbor #2					
Address COLLINSVILLE RD, , CA 94585 APN 0090-170-270					0090-170-270
Owner	PACIFIC GAS & E	LECTRIC CO	Lot Size (SF/AC)	95,832/2.2	
Bedrooms	0	Year Built		Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor #3				
Address 1062 COLLINSVILLE RD, BIRDS LNDG, CA 94585 APN 0090-170-240				
Owner	VITALIE F	RONALD J	Lot Size (SF/AC)	871/.02
Bedrooms	0	Year Built	Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars	Phones	

Nearby Neighbor #4					
Address	1136 COLLIN	SVILLE RD, BIRDS LNDG, CA 945	85	APN	0090-150-010
Owner	ROMANI LOU	IS H & JEANNETTE TR	Lot Size (SF/AC)	27,442/.63	
Bedrooms	3	Year Built	Living Area (SF)	1,632	
Bathrooms/Partial	2	Garage/No. of Cars		Phones	

Nearby Neighbor #5					
Address 1064 COLLINSVILLE RD, BIRDS LNDG, CA 94585 APN 0090-170-250					0090-170-250
Owner	VITALIE RONALE	/ITALIE RONALD J		Lot Size (SF/AC)	12,196/.28
Bedrooms	0	Year Built		Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars		Phones	

Nearby Neighbor #6					
Address 1132 COLLINSVILLE RD, BIRDS LNDG, CA 94585 APN 0090-150-020					0090-150-020
Owner	HILL, CYNTHIA	HILL, CYNTHIA A			10,890/.25
Bedrooms	3	Year Built	1982	Living Area (SF)	1,792
Bathrooms/Partial	2	Garage/No. of Cars		Phones	

Nearby Neighbor #7					
Address	1128 COLLINSV	ILLE RD, BIRDS LNDG, CA 94585		APN	0090-150-030
Owner	DANA RICHARD	& CONNIE (JT)	Lot Size (SF/AC)	5,227/.12	
Bedrooms	2	Year Built	Living Area (SF)	1,540	
Bathrooms/Partial	1	Garage/No. of Cars		Phones	

Nearby Neighbor #8	3				
Address	1065 COLL	INSVILLE RD, SUISUN CITY, CA 9458	35	APN	0090-170-310
Owner	VITALIE M	ARI L TR	Lot Size (SF/AC)	53,143/1.22	
Bedrooms	3	Year Built	2016	Living Area (SF)	1,404
Bathrooms/Partial	2	Garage/No. of Cars	Garage/5	Phones	

Nearby Neighbor #9	9					
Address	1066 COLL	066 COLLINSVILLE RD, BIRDS LANDING, CA 94512 APN 0090-170-180				
Owner	ROMANI LO	DUIS H & JEANNETTE (JT)	Lot Size (SF/AC)	6,534/.15		
Bedrooms	3	Year Built	1983	Living Area (SF)	1,820	
Bathrooms/Partial	2	Garage/No. of Cars	Garage/3	Phones		

Nearby Neighbor #10	)				
Address	1120 COLLI	NSVILLE RD, BIRDS LNDG, CA 9458	35	APN	0090-150-070
Owner	MILES THOM	IAS & LUCETTA (JT)	Lot Size (SF/AC)	4,356/.1	
Bedrooms	2	Year Built	1900	Living Area (SF)	780
Bathrooms/Partial	1	Garage/No. of Cars		Phones	(707) 863-2666

Nearby Neighbor #11					
Address 1116 COLLINSVILLE RD, BIRDS LNDG, CA 94585 APN 0090-150-080					0090-150-080
Owner	CARUSO PAUL M	CARUSO PAUL MARK TR		Lot Size (SF/AC)	8,712/.2
Bedrooms	3	Year Built	1920	Living Area (SF)	1,208
Bathrooms/Partial	1	Garage/No. of Cars		Phones	

Nearby Neighbor #12						
Address	1241 COLLINSVI	241 COLLINSVILLE RD, BIRDS LANDING, CA 94512 APN 0090-140-120				
Owner	RIO VISTA MONT	RIO VISTA MONTEZUMA CEM DIST		Lot Size (SF/AC)	204,732/4.7	
Bedrooms	0	Year Built		Living Area (SF)	0	
Bathrooms/Partial		Garage/No. of Cars		Phones		

Nearby Neighbor #13						
Address	1068 COLLINSVI	1068 COLLINSVILLE RD, BIRDS LNDG, CA 94585 APN 0090-170-160				
Owner	LIBERATI VITA JA	IBERATI VITA JAMES (TOD)		Lot Size (SF/AC)	5,662/.13	
Bedrooms	2	Year Built	1900	Living Area (SF)	1,632	
Bathrooms/Partial	1	Garage/No. of Cars		Phones		

Nearby Neighbor #14						
Address	1114 COLLINSVI	114 COLLINSVILLE RD, BIRDS LNDG, CA 94585 APN 0090-150-100				
Owner	BALDETTA MARY	BALDETTA MARY ANN TR		Lot Size (SF/AC)	3,920/.09	
Bedrooms	0	Year Built		Living Area (SF)	0	
Bathrooms/Partial		Garage/No. of Cars		Phones		

Nearby Neighbor #15					
Address	1112 COLLINSVI	112 COLLINSVILLE RD, BIRDS LNDG, CA 94585 APN			0090-150-110
Owner	MURRAY AUGUST	MURRAY AUGUSTINA		Lot Size (SF/AC)	3,920/.09
Bedrooms	0	Year Built		Living Area (SF)	0
Bathrooms/Partial		Garage/No. of Cars		Phones	

stewart title SERVICES

#### Subject Property Location

Property Address			Order ID: R12761
City, State & Zip	, CA 94512		
County	SOLANO COUNTY	Property Use	Governmental/Public Use (General)
Mailing Address	81 BROADWAY ST # 201-07, ASHEVILLE, NC 28801-7900	Parcel Number	0090-120-300

Public School Summary		
School Name	Grades	Distance from Subject Property
HomeSmartKids of Knightsen	Kindergarten - Grade 8	4.64 miles
Learner-Centered Charter	Kindergarten - Grade 8	4.93 miles
Antioch Middle	Grade 6 - Grade 8	5.34 miles
Pittsburg Senior High	Grade 9 - Grade 12	4.92 miles

HomeSmartKids of Knightsen			
Address	203 G St.	Kindergarten	89
	Antioch, CA 94509-4509	Grade 1	108
Phone Number	925-757-5437	Grade 2	119
Distance from Subject Property	4.64 miles	Grade 3	85
Grades	Kindergarten - Grade 8	Grade 4	85
Student Teacher Ratio	1:22.1	Grade 5	74
Full Time Equivalent Administrators	N/A	Grade 6	85
API Score	400	Grade 7	89
		Grade 8	78
		Total	812

Learner-Centered Charter			
Address	1201 West 10th St.	Kindergarten	27
	Antioch, CA 94509-4509	Grade 1	19
Phone Number	925-755-1252	Grade 2	21
Distance from Subject Property	4.93 miles	Grade 3	21
Grades	Kindergarten - Grade 8	Grade 4	19
Student Teacher Ratio	1:19	Grade 5	19
Full Time Equivalent Administrators	12	Grade 6	27
API Score	800	Grade 7	17
		Grade 8	21
		Total	191

Antioch Middle			
Address	1500 D St.	Grade 6	329
	Antioch, CA 94509-4509	Grade 7	279
Phone Number	925-706-5316	Grade 8	342
Distance from Subject Property	5.34 miles	Total	950
Grades	Grade 6 - Grade 8		
Student Teacher Ratio	1:21.5		
Full Time Equivalent Administrators	47		
API Score	300		

Pittsburg Senior High			
Address	250 School St.	Grade 9	718
	Pittsburg, CA 94565-4565	Grade 10	684
Phone Number	925-473-4100	Grade 11	593
Distance from Subject Property	4.92 miles	Grade 12	470
Grades	Grade 9 - Grade 12	Total	2465
Student Teacher Ratio	1:22.3		
Full Time Equivalent Administrators	122		
API Score	N/A		

#### SCHOOL DISTRICTS

301100L D131	INICI 5				
ANTIOCH UNIFI	ED				
Address	PO BOX 768	Pupil Teacher Ratio	21.8:1	No of Teacher Aids	104
	ANTIOCH, CA 94509-0904	Total Enrollment	21,188	No of Guidance Counselors	1.8
Phone Number	925-706-4100	No of High School Graduates	N/A	No of School Administrators	42
Grades	KG-12	Number of Teachers	972	Number of Schools	24
KNI GHTSEN ELE	MENTARY				
Address	PO BOX 265	Pupil Teacher Ratio	19:1	No of Teacher Aids	5.5
	KNIGHTSEN, CA 94548-0265	Total Enrollment	505	No of Guidance Counselors	N/A
Phone Number	925-625-0073	No of High School Graduates	N/A	No of School Administrators	1.1
Grades	KG-08	Number of Teachers	26.6	Number of Schools	1
PITTSBURG UNI	FIED				
Address	2000 RAILROAD AVE.	Pupil Teacher Ratio	20.1:1	No of Teacher Aids	92
	PITTSBURG, CA 94565-3830	Total Enrollment	9,472	No of Guidance Counselors	10.3
Phone Number	925-473-4231	No of High School Graduates	N/A	No of School Administrators	26
Grades	KG-12	Number of Teachers	472.1	Number of Schools	11

#### About

Public Schools

The Public School Report lists schools closest to the subject property. For a complete listing of schools in your area, please go to http://www.nces.ed.gov/globallocator.

#### API Index

The Academic Performance Index (API) measures academic performance and growth of schools, which includes results of the Stanford 9. The API reports a numeric scale that ranges from 200 to 1000. A school's score or position on the API indicates the level of a school's preformance.

Report Date: 09/27/2023 Order ID: R127613170

Property Address City, State & Zip	, CA 94512	
County	SOLANO COUNTY	Property Use
Mailing Address	81 BROADWAY ST # 201-07, ASHEVILLE, NC 28801-7900	Parcel Number

Governmental/Public Use (General) 0090-120-300

Private School Summary		
School Name	Grades	Distance from Subject Property
ST PETER MARTYR	Prekindergarten - Grade 8	4.34 miles
ZION CHRISTIAN ACADEMY	Kindergarten - Grade 10	5.33 miles
LA CHEIM SCHOOL	Grade 4 - Grade 12	5.34 miles
HOLY ROSARY ELEMENTARY SCHOOL	Prekindergarten - Grade 8	5.42 miles
KINDERCARE	Prekindergarten - Kindergarten	5.58 miles
SPECTRUM CENTER	Grade UG - Grade UG	5.60 miles
CHRISTIAN CENTER SCHOOL	Kindergarten - Grade 12	5.78 miles
CORNERSTONE CHRISTIAN SCHOOL	Prekindergarten - Grade 12	6.11 miles

## ST PETER MARTYR

Address	425 W 4TH STREET	Prekindergarten	14
	PITTSBURG, CA 94565-1968	Kindergarten	22
Phone Number	925-439-1014	Grade 1	32
Distance from Subject Property	4.34 miles	Grade 2	28
Gender	Coed	Grade 3	35
Grades	Prekindergarten - Grade 8	Grade 4	29
Affiliation	Roman Catholic	Grade 5	31
Student Teacher Ratio	1:22.3	Grade 6	29
Full Time Equivalent Administrators	12	Grade 7	31
		Grade 8	31
		Total	282

ZION CHRISTIAN ACADEMY			
Address	2127 DOGWOOD WAY	Kindergarten	2
	ANTIOCH, CA 94509-3103	Grade 1	1
Phone Number	925-754-5330	Grade 2	2
Distance from Subject Property	5.33 miles	Grade 3	1
Gender	Coed	Grade 5	2
Grades	Kindergarten - Grade 10	Grade 9	1
Affiliation	Christian (no specific denomination)	Grade 10	1
Student Teacher Ratio	1:3.8	Total	10
Full Time Equivalent Administrators	2.6		

LA CHEIM SCHOOL			
Address	1500 D STREET PORTABLE 601	Grade 4	1
	ANTIOCH, CA 94509-2346	Grade 5	2
Phone Number	925-930-7994	Grade 6	2
Distance from Subject Property	5.34 miles	Grade 7	3
Gender	Coed	Grade 8	1
Grades	Grade 4 - Grade 12	Grade 9	1
Affiliation	Nonsectarian	Grade 11	3
Student Teacher Ratio	1:5.3	Grade 12	3
Full Time Equivalent Administrators	3	Total	16

HOLY ROSARY ELEMENTARY S	CHOOL		
Address	25 E 15TH STREET	Prekindergarten	48
	ANTIOCH, CA 94509-2452	Kindergarten	62
Phone Number	925-757-1270	Grade 1	64
Distance from Subject Property	5.42 miles	Grade 2	72
Gender	Coed	Grade 3	72
Grades	Prekindergarten - Grade 8	Grade 4	68
Affiliation	Roman Catholic	Grade 5	62
Student Teacher Ratio	1:36.8	Grade 6	65
Full Time Equivalent Administrators	16	Grade 7	71
		Grade 8	52
		Total	636

KINDERCARE			
Address	150 E LELAND ROAD	Prekindergarten	80
	PITTSBURG, CA 94565-4949	Kindergarten	14
Phone Number	925-432-8800	Total	94
Distance from Subject Property	5.58 miles		
Gender	Coed		
Grades	Prekindergarten - Kindergarten		
Affiliation	Nonsectarian		
Student Teacher Ratio	1:14.0		
Full Time Equivalent Administrators	1		

SPECTRUM CENTER			
Address	135 E LELAND ROAD	Total	86
	PITTSBURG, CA 94565-4948		
Phone Number	925-439-6929		
Distance from Subject Property	5.60 miles		
Gender	Coed		
Grades	Grade UG - Grade UG		
Affiliation	Nonsectarian		
Student Teacher Ratio	1:8.6		
Full Time Equivalent Administrators	10		

CHRISTIAN CENTER SCHOOL			
Address	1210 STONEMAN AVENUE	Kindergarten	41
	PITTSBURG, CA 94565-5458	Grade 1	28
Phone Number	925-439-2552	Grade 2	39
Distance from Subject Property	5.78 miles	Grade 3	30
Gender	Coed	Grade 4	30
Grades	Kindergarten - Grade 12	Grade 5	32
Affiliation	Christian (no specific denomination)	Grade 6	28
Student Teacher Ratio	N/A	Grade 7	16
Full Time Equivalent Administrators	30	Grade 8	18
		Grade 9	21
		Grade 10	16
		Grade 11	10
		Grade 12	5
		Total	314

CORNERSTONE CHRISTIAN SC	HOOL		
Address	1745 E 18TH STREET	Prekindergarten	70
	ANTIOCH, CA 94509-2191	Kindergarten	60
Phone Number	925-754-1241	Grade 1	60
Distance from Subject Property	6.11 miles	Grade 2	45
Gender	Coed	Grade 3	45
Grades	Prekindergarten - Grade 12	Grade 4	45
Affiliation	Assembly of God	Grade 5	46
Student Teacher Ratio	1:13.7	Grade 6	26
Full Time Equivalent Administrators	32.3	Grade 7	26
		Grade 8	26
		Grade 9	26
		Grade 10	20
		Grade 11	11
		Grade 12	8
		Total	514

About

Private Schools

As private schools are not subject to district boundaries, we list up to 15 of the schools closest to the subject property within a five mile radius of the subject property.



## ASSESSOR MAP

### Subject Property Location

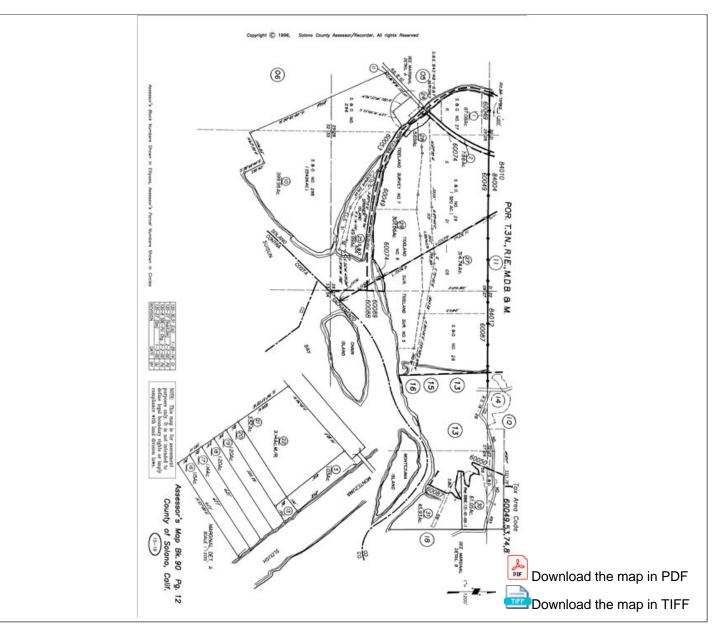
**Property Address** , CA 94512

City, State & Zip County

title

SOLANO COUNTY

0090-120-300 Parcel Number



#### Disclaimer

THIS REPORT IS INTENDED FOR USE BY YOU AS AN END USER SOLELY FOR YOUR INTERNAL BUSINESS PURPOSES. YOU SHALL NOT RESELL, RELICENSE OR REDISTRIBUTE THIS REPORT, IN WHOLE OR IN PART. THE USE OF THIS REPORT BY ANY PARTY OTHER THAN YOURSELF FOR ANY PURPOSE IS STRICTLY PROHIBITED. THIS REPORT IS PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. BLACK KNIGHT SHALL HAVE NO LIABILITY IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS REPORT. BLACK KNIGHT DOES NOT REPRESENT OR WARRANT THAT THE REPORT IS COMPLETE OR FREE FROM ERROR. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE AVAILABILITY, COMPLETENESS AND FORMAT OF THE DATA ELEMENTS MAY VARY SUBSTANTIANLLY FROM AREA-TO-AREA. THE INFORMATION CONTAINED IN THIS REPORT IS DERIVED FROM PUBLICLY AVAILABLE SOURCES FOR THE SUBJECT PROPERTY OR COMPARABLE PROPERTIES LISTED ABOVE AND HAS NOT BEEN INDEPENDENT VERIFIED BY BLACK KNIGHT THROUGH ANY FORM OF INSPECTION OR REVIEW. THIS REPORT DOES NOT CONSTITUTE AN APPRAISAL OF ANY KIND AND SHOULD NOT BE USED IN LIEU OF AN INSPECTION OF A SUBJECT PROPERTY BY A LICENSED OR CERTIFIED APPRAISER. THIS REPORT CONTAINS NO REPRESENTATIONS, OPINIONS OR WARRANTIES REGARDING THE SUBJECT PROPERTY'S ACTUAL MARKETABILITY, CONDITION (STRUCTURAL OR OTHERWISE), ENVIRONMENTAL, HAZARD OR FLOOD ZONE STATUS, AND ANY REFERENCE TO ENVIRONMENTAL, HAZARD OR FLOOD ZONE STATUS IS FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INDEPENDENTLY VERIFIED BY THE END USER. THE INFORMATION CONTAINED HEREIN SHALL NOT BE UTILIZED: (A) TO REVIEW OR ESTABLISH A CONSUMER'S CREDIT AND/OR INSURANCE ELIGIBILITY OR FOR ANY OTHER PURPOSE THAT WOULD CAUSE THE REPORT TO CONSTITUTE A "CONSUMER REPORT" UNDER THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681 ET SEQ.; OR (B) IN CONNECTION WITH CERTIFICATION OR AUTHENTICATION OF REAL ESTATE OWNERSHIP AND/OR REAL ESTATE TRANSACTIONS. ADDITIONAL TERMS AND CONDITIONS SHALL APPLY PURSUANT TO THE APPLICABLE AGREEMENT.



Frank Green Senior Underwriter Stewart Title Guaranty Company Commercial Services (San Diego) 7676 Hazard Center Drive, Ste 1400 San Diego, CA 92108 (619) 398-8035 Phone (619) 615-2389 Fax sdcomm@stewart.com

## PRELIMINARY REPORT

Order No.:23000371441Title Unit No.:48Your File No.:Buyer/Borrower Name:TBDSeller Name:Flannery Associates, LLC

Property Address: APN 0090-120-300, Montezuma, CA 94512

In response to the above referenced application for a Policy of Title Insurance, Stewart Title Guaranty Company Commercial Services (San Diego) hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of June 08, 2023 at 7:30 a.m.

Frank Green, Title Officer

When replying, please contact: Frank Green, Title Officer

IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE. RACE COLOR. **RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR** MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE **GOVERNMENT CODE BY SUBMITTING A "RESTRICTIVE COVENANT** MODIFICATION" FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER'S OFFICE. THE "RESTRICTIVE COVENANT MODIFICATION" FORM CAN BE OBTAINED FROM THE COUNTY RECORDER'S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. 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.** 

## PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- Standard Coverage Owner's Policy
- □ Extended Coverage Owner's Policy
- □ CLTA/ALTA Homeowner's Policy
- □ Standard Coverage Loan Policy
- □ Extended Coverage Loan Policy
- □ Short Form Residential Loan Policy

## **SCHEDULE A**

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

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

Flannery Associates LLC, a Delaware limited liability company

## LEGAL DESCRIPTION

## The land referred to herein is situated in the State of California, County of Solano Unincorporated and described as follows:

Beginning at the Northeast corner of the parcel of land conveyed by Solano County Title Company to Pacific Gas and Electric Company by Deed dated May 28, 1964, and recorded in <u>Book 1273 of Official</u> <u>Records at Page 258</u>, Solano County Records, and running along the Northerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964.

(1) South 89°15'00" West (South 89°55' West according to said Deed dated May 28, 1964) 2240.04 feet to the Northwest corner of the parcel of land conveyed by said Deed dated May 28, 1964; thence running along the Westerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964.

(2) South 0°20'00" East 1475.04 feet to a point distant 1475 feet Southerly from (measured at a right angle to) the Northerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964, and its Westerly prolongation; thence leaving said Westerly boundary line and running along a line which is, parallel with the Northerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964.

(3) North 89°15'00" East 2243.56 feet to a point in the Southwesterly boundary line of the 60-foot wide road Easement described in, and shown on, Exhibit "B" attached to the Grant Deed from Pacific Gas and Electric Company to Southern Energy Delta, L.L.C., dated April 15, 1999, and recorded as <u>Recorder's</u> <u>Serial Number 99-33916</u> in the Official Records of Solano County; thence leaving said parallel line and running Northerly along the Southwesterly boundary line of said 60 - foot wide road easement.

(4) Northerly on a curve to the right with a radius of 690.00 feet, through a central angle of 1°05'02" and tangent at the Northerly terminus thereof to a line which has a bearing of North 5°20'55" West, an arc distance of 13.05 feet to a point in the Easterly boundary line of the parcel of land conveyed by Walter Whitman and others to Pacific Gas and Electric Company by Deed dated December 10, 1962, and recorded in <u>Book 1180 of Official Records at Page 406</u>, Solano County Records; thence leaving said Southwesterly boundary line and running along the Easterly boundary line of the parcel of land conveyed by said Deed dated December 10, 1962, and along the Easterly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964, said Easterly boundary lines being also portions of the North-South quarter section line of Section 26, Township 3 North, Range 1 East, M. D. M.

(5) North 0°15'00" West 859.45 feet to the North quarter corner of said Section 26; thence continuing along the Easterly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964, said Easterly boundary line, being in part the North-South quarter Section line of Section 23, Township 3 North, Range 1 East, M. D. M.

(6) North 0°40'00" West 602.58 feet, more or less, to the point of beginning.

Excepting therefrom the portion thereof lying within the boundary lines of the county road known as Stratton Road (County Road No. 493); being portions of (I) the parcel of land conveyed by said Deed dated May 28, 1964, (II) the parcel of land conveyed by said Deed dated December 10, 1962, and (III) the parcel of land described and designated Parcel No. Two in the Deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964, and recorded in <u>Book 1294 of Official Records at Page 628</u>, Solano County Records.

This legal is made pursuant to that certain Document entitled "Certificate of Compliance Lot Line Adjustment CC-12-05", recorded January 29, 2014, as <u>Recorder's Serial Number 201400005815</u> in the Official Records of Solano County.

APN: 0090-120-300, 0090-130-190, 0090-130-200, 0090-130-370

APN: 0090-120-300 (End of Legal Description)

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.

## SCHEDULE B

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

#### Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2023- 2024.
- B. Prior to recording, the final amount due for taxes must be confirmed with tax collector.
- C. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- D. Taxes and/or assessments affecting the Land, if any, for community facility districts, including Mello Roos, which may exist by virtue of assessment maps or filed notices. These taxes and/or assessments are typically collected with the county taxes; however, sometimes they're removed and assessed and collected separately.

#### Exceptions:

- (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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. 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.
- 8. Water rights, claims, or title to water in, on, or under the Land, whether or not shown by the Public Records.
- 9. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land,

together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the Public Records or listed in Schedule B. Stewart Title Guaranty Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.

- 10. Any interests (including rights of the public) in and to any portion of the Land lying within roads, streets, alleys or highways.
- 11. Easement and rights incidental thereto for electrical facilities to Pacific Gas and Electric Company, as set forth in a document recorded March 19, 1947, <u>Book 357, Page 406</u>, Official Records.

Said easement modified by Grant Deed recorded March 31, 2014, <u>Instrument 201400022412</u>, Official Records

- 12. Easement and rights incidental thereto for gas pipe lines to Dow Chemical U.S.A. (Western Division), a Delaware corporation, as set forth in a document recorded September 7, 1972, <u>Book</u> <u>1774, Page 487</u>, Official Records.
- The terms, provisions and conditions contained in that certain document, entitled "Agreement of Waiver of Setback Requirements" by and between Pacific Gas and Electric Company, a California corporation and Mirant Delta, LLC., formerly Southern Energy Delta, L.L.C., a Delaware limited liability company Recorded: January 5, 2011, <u>Instrument/File No. 201100001368</u>, of Official Records.
- 14. The terms, provisions and conditions contained in that certain document, entitled "Release and Indemnity Agreement", by and between Pacific Gas and Electric Company, a California corporation and Sacramento Municipal Utility District, a California municipal utility district", Recorded: March 31, 2014, <u>Instrument/File No. 201400022415</u>, of Official Records.
- 15. Matters contained in document entitled Memorandum of Easement Agreement and of Associated First Offer Rights by and between Flannery Associates LLC, a Delaware limited liability company and Sacramento Municipal Utility District, a municipal utility district, recorded March 27, 2023, as Instrument No. 202300012174, of Official Records.
- 16. Matters contained in document entitled Memorandum of Easement Agreement and of Associated First Offer Rights by and between Flannery Associates LLC, a Delaware limited liability company and Sacramento Municipal Utility District, a municipal utility district, recorded March 27, 2023, as Instrument No. 202300012175, of Official Records.
- 17. Matters contained in document entitled Memorandum of Easement Agreement and of Associated First Offer Rights by and between Flannery Associates LLC, a Delaware limited liability company and Sacramento Municipal Utility District, a municipal utility district, recorded March 27, 2023, as Instrument No. 202300012176, of Official Records.
- 18. Matters contained in document entitled Memorandum of Easement Agreement and of Associated First Offer Rights by and between Flannery Associates LLC, a Delaware limited liability company and Sacramento Municipal Utility District, a municipal utility district, recorded March 27, 2023, as Instrument No. 202300012177, of Official Records.
- Matters contained in document entitled Memorandum of Easement Agreement and of Associated First Offer Rights by and between Flannery Associates LLC, a Delaware limited liability company and Sacramento Municipal Utility District, a municipal utility district recorded March 27, 2023 as Instrument No. 202300012178, of Official Records.
- 20. Rights or claims of parties in possession whether or not shown by the Public Records.
- 21. Any facts, rights, interests or claims which would be disclosed by an inspection of the Land.

(End of Exceptions)

## **NOTES AND REQUIREMENTS**

- A. Property taxes for the fiscal year 2022 2023 shown below are paid. For proration purposes the amounts are:
  1st Installment: \$1,071.17
  2nd Installment: \$1,071.17
  Parcel No.: 0090-120-300
  Code Area/Tracer No.: 060-087
- B. Property taxes for the fiscal year 2022 2023 shown below are paid. For proration purposes the amounts are:
  1st Installment: \$43.12
  2nd Installment: \$43.12
  Parcel No.: 0090-130-190
  Code Area/Tracer No.: 060-050
- C. Property taxes for the fiscal year 2022 2023 shown below are paid. For proration purposes the amounts are:
  1st Installment: \$44.33
  2nd Installment: \$44.33
  Parcel No.: 0090-130-200
  Code Area/Tracer No.: 060-050
- D. Property taxes for the fiscal year 2022 2023 shown below are paid. For proration purposes the amounts are:
  1st Installment: \$115.22
  2nd Installment: \$115.22
  Parcel No.: 0090-130-370
  Code Area/Tracer No.: 060-050
- E. Please be advised that the search did not disclose any open deeds of trust. If you have knowledge of any outstanding obligations, please contact your title officer immediately for further review.
- F. In order to insure a conveyance, acquisition or encumbrance by the limited liability company named below, you must provide the following:
  Limited liability company: Flannery Associates LLC, a Delaware limited liability company (a) A certified copy of the articles of organization (Form LLC-1), and any filed amendment (Form LLC-2) or restatement (Form LLC-10), if applicable.
  (b) A copy of the operating agreement and any amendments.
  Additional requirements or items may be requested upon review of the required documents set forth above.
- G. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review. The only transfers or conveyances shown in the Public Records within 24 months of the date of this Preliminary Report/Title Commitment are:

Sacramento Municipal Utility District, a municipal utility district, as Grantor and Flannery Associates LLC, a Delaware limited liability company, as Grantee recorded March 27, 2023 as <u>Instrument No. 202300012173</u> of Official Records.

- H. If an Owner's Policy of Title Insurance is requested, a CLTA Standard Coverage Owner's Policy will be issued unless instructed otherwise. If a different form of policy is desired, please contact your Title Officer.
- All Transactions Seller(s) and Buyer(s) or Borrowers are provided, as attachments, the document entitled "Acknowledgement of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" and the individually or similarly named documents, for review and acknowledgment prior to closing.

- J. All Transactions Buyer(s)/Seller(s)/Borrower(s) are provided the Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval shall include the Preliminary Report items that are to remain as exceptions to the title policy.
- K. All Transactions Seller(s)/Owner(s) shall submit for review, prior to closing, a completed Stewart Title Guaranty Company's Owner's Affidavit and Indemnity.
- L. A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00.
- M. Some counties, including San Francisco, require that a Transfer Tax Affidavit be completed and signed by the Grantor for each deed submitted for recording. This is in addition to a Preliminary Change of Ownership Report.

In addition to County Transfer Tax (which is most typically \$1.10 per thousand), any conveyance may be subject to a City Transfer and/or Conveyance Tax, as follows. Alameda \$12.00 per thousand; Albany \$15.00 per thousand; Berkeley \$1,800,000 and less = \$15,00 per thousand \$1,800,001 and above = \$25.00 per thousand; Culver City \$1,499,999 and less = \$4.50 per thousand \$1,500,000 to \$2,999,999 = \$15,00 per thousand \$3,000,000 to \$9,999,999 = \$30.00 per thousand \$10,000,000 and above = \$40.00 per thousand see www.culver/city.org/rptt for tax calculator and details: **Emeryville** \$1,000,000 and less = \$12.00 per thousand; 1,000,000 to 2,000,000 = 15.00 per thousand; 2.000.001 and above = 25.00 per thousand: **Hayward** \$8.50 per thousand; Hillsborough \$0.30 per thousand; Los Angeles \$4.50 per thousand; Beginning 4/1/2023, Los Angeles \$4.50 per thousand plus an additional Measure ULA Tax -\$5,000,000 to \$9,999,999 = \$40.00 per thousand \$10,000,000 and above = \$55.00 per thousand; Mountain View \$3.30 per thousand; **Oakland** \$300,000 and less = \$10.00 per thousand \$300.001 to \$2.000.000 = \$15.00 per thousand \$2,000,001 to \$5,000,000 = \$17.50 per thousand \$5,000,001 and above = \$25.00 per thousand however, there is discount for low moderate income, first time homebuyers that is applied after applying the 0.5% discount at \$300,000 and less = \$5.00 per thousand \$300,001 to \$2,000,000 = \$10.00 per thousand; Palo Alto \$3.30 per thousand; Petaluma \$2.00 per thousand; **Piedmont** \$13.00 per thousand; **Pomona** \$2.20 per thousand; Redondo Beach \$2.20 per thousand; **Richmond** \$100 to \$999,999 = \$7.00 per thousand \$1.000.000 to \$2.999.999 = \$12.50 per thousand \$3,000,000 to \$9,999,999 = \$25.00 per thousand \$10,000,000 and above = \$30.00 per thousand; Riverside \$2,20 per thousand; Sacramento \$2.75 per thousand; San Leandro \$11.00 per thousand;

City and County of San Francisco \$250,000 and less = \$5.00 per thousand \$250,001 to \$999,999 = \$6.80 per thousand \$1,000,000 to \$4,999,999 = \$7.50 per thousand \$5,000,000 to \$9,999,999 = \$22.50 per thousand \$10,000,000 to \$24,999,999 = \$55.00 per thousand \$25,000,000 or more = \$60.00 per thousand (Do not add the additional \$1.10 for County Tax, it is included); San Jose \$3.30 per thousand plus a separate Measure E Tax \$2,000,000 to \$5,000,000 = \$7.50 per thousand \$5,000,001 to \$10,000,000 = \$10.00 per thousand \$10,000,001 and above = \$15.00 per thousand; **San Mateo** \$9,999,999 and less = \$5.00 per thousand \$10,000,000 and above = \$15.00 per thousand; San Rafael \$2.00 per thousand: Santa Monica \$4,999,999 and less = \$3.00 per thousand \$5,000,000 and above = \$6.00 per thousand Beginning 3/1/2023, Santa Monica \$4,999,999 and less = \$3.00 per thousand \$5,000,000 to \$7,999,999 = \$6.00 per thousand \$8,000,000 and above = \$56.00 per thousand https://finance.smgov.net/fees-taxes/real-property-transfer-tax; Santa Rosa \$2.00 per thousand; Vallejo \$3.30 per thousand; Woodland \$1.10 per thousand.

## CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title Guaranty Company Commercial Services (San Diego) via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title Guaranty Company Commercial Services (San Diego). Stewart Title Guaranty Company Commercial Services (San Diego) may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title Guaranty Company Commercial Services (San Diego) shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title Guaranty Company Commercial Services (San Diego) Such benefits shall be deemed additional compensation to Stewart Title Guaranty Company Commercial Services (San Diego) for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

## **OWNER'S AFFIDAVIT AND INDEMNITY**

#### Order Number: 23000371441 Address/Location: APN 0090-120-300, Montezuma, CA 94512 APN: 0090-120-300

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer STEWART TITLE GUARANTY COMPANY (hereafter referred to as "TITLE"):

- 1. Affiant owns and holds title to the land described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Land").
- 2. The Affiant's ownership and/or possession of the Land has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: (If none, please state "none")
- 3. Other than the Affiant, there are no parties entitled to possession of the Land other than the following: (If none, please state "none")
- 4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Land, or any parties currently in possession, of the Land, except the following: **(If none, please state "none")**
- 5. All assessments by a management company or owners' association, or for common area or building maintenance, if any, are paid current or are not yet due and payable except for the following (If none, please state "none)
- 6. There are no pending contemplated repairs/improvements to the Land, except the following: (If none, please state "none)
- 7. There has been no construction, building materials, repairs, improvements or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: (If none, please state "none")

This work performed, as detailed above, was completed on \_\_\_\_\_ (date of completion).

- 8. Affiant is not aware of the existence of any of the following::
  - a. Improvements, including fences, encroaching into any easements on the Land, or over any boundary lines of the Land.
  - b. Adjoining property improvements encroaching onto the Land.
  - c. Liens against the Land and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
  - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Land.
  - e. Pending repairs/improvements to any adjacent street(s) or any assessments related to road maintenance.
  - f. Any pending litigation involving the Land, the Affiant or any other property owner currently in title.
  - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Land is located.
  - h. Violations of building permits, zoning laws or recorded covenants, conditions and/or restrictions imposed on the Land.
  - i. Any pending assessments for Community Facility Districts.
  - j. Any new, pending or existing obligation or loan including any home improvements on the Land pursuant to the PACE or HERO program, or any other similar type program.

- k. Any unrecorded or recorded easements, covenants, conditions, or restrictions affecting the Land, other than those listed in the Preliminary Report or Title Commitment.
- I. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g., supermarkets, restaurants, wineries, breweries and meat packing plants).

#### With regard to 8a.-8l, except as follows: (If none, please state "none")

- 9. No proceedings in bankruptcy or receivership have been instituted or filed by, or against, the Affiant or any other property owner currently in title.
- 10. There are no unpaid taxes, assessments or utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Land, with the exception of the following: (If none, please state "none")
- 11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Land, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: (If none, please state "none")

<u>Creditor</u>

Approximate Balance

- 12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Land and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Land, or other parties currently in possession, of the mineral rights on the Land, except the following: (If none, please state "none")
- 13. Other than the Affiant, there are no other parties currently in possession of the Land, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: (If none, please state "none")
- 14. Affiant has not executed and will not execute any documents or instruments related to the title to, or interest in, the Land prior to the recordation of the documents in this transaction.
- 15. By signing below, Affiant agrees to cooperate with TITLE and, upon request from TITLE, to promptly provide and/or execute, any corrective or curative information or documentation requested.

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds TITLE harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

Flannery Associates, LLC

	completing this certificate verifies only the identity s, accuracy, or validity of that document.	of the individual who signed the	document to which this certificate is
State of California	) ) SS.		
County of	)		
Subscribed and sworn to by	o (or affirmed) before me on this	day of	, 20, proved to
me on the basis of satisf	actory evidence to be the person(s)	who appeared before me	

Notary Signature



Frank Green Senior Underwriter Stewart Title Guaranty Company Commercial Services (San Diego) 7676 Hazard Center Drive, Ste 1400 San Diego, CA 92108 (619) 398-8035 Phone (619) 615-2389 Fax sdcomm@stewart.com

Date:June 20, 2023Escrow Officer:Outside CloserEscrow No.:23000371441Title Order No.:23000371441Property Address:APN 0090-120-300, Montezuma, CA 94512

## SELLER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Seller(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by Stewart Title Guaranty Company - Commercial Services under Order No. 23000371441, dated June 08, 2023 and hereby approves the legal description of subject property shown on Schedule A of the report.

**Seller(s)** Acknowledgement: Seller(s) herein warrant and confirm that, to Seller(s) knowledge, all Deeds of Trusts (e.g., mortgages, loans and lines of credit), liens, judgments and/or encumbrances affecting Seller(s) and subject property are reflected in the Preliminary Report. If not, Seller(s) will provide Escrow Holder with information to facilitate the pay-off and/or removal of any such items before or at the close of escrow.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Seller(s):

Flannery Associates, LLC



Frank Green Senior Underwriter Stewart Title Guaranty Company Commercial Services (San Diego) 7676 Hazard Center Drive, Ste 1400 San Diego, CA 92108 (619) 398-8035 Phone (619) 615-2389 Fax sdcomm@stewart.com

Date	:	June 20, 2023
Escrow Officer	:	Outside Closer
Escrow No.	:	23000371441
Title Order No.	:	23000371441
Property Address	:	APN 0090-120-300, Montezuma, CA 94512

## BUYER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Buyer(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by Stewart Title Guaranty Company - Commercial Services under Order No. 23000371441, dated June 08, 2023 and hereby approves the legal description of subject property shown on Schedule A of the report.

**Buyer(s)** Approval of Preliminary Report: Buyer(s) herein hereby approves Items \* of Schedule B of the report to be included in the Policy of Title Insurance as exceptions when written. Further, Buyer(s) hereby acknowledge receipt and approval of the Covenants, Conditions and Restrictions, and any and all Schedule B exceptions detailed above, for example, easements, right-of-ways, and restrictions, if any.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Buyer(s):

TBD

## **EXHIBIT "A"**

## LEGAL DESCRIPTION

Order No.: 23000371441 Escrow No.: 23000371441

The land referred to herein is situated in the State of California, County of Solano, Unincorporated and described as follows:

Beginning at the Northeast corner of the parcel of land conveyed by Solano County Title Company to Pacific Gas and Electric Company by Deed dated May 28, 1964, and recorded in <u>Book 1273 of Official</u> <u>Records at Page 258</u>, Solano County Records, and running along the Northerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964.

(1) South 89°15'00" West (South 89°55' West according to said Deed dated May 28, 1964) 2240.04 feet to the Northwest corner of the parcel of land conveyed by said Deed dated May 28, 1964; thence running along the Westerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964.

(2) South 0°20'00" East 1475.04 feet to a point distant 1475 feet Southerly from (measured at a right angle to) the Northerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964, and its Westerly prolongation; thence leaving said Westerly boundary line and running along a line which is, parallel with the Northerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964.

(3) North 89°15'00" East 2243.56 feet to a point in the Southwesterly boundary line of the 60-foot wide road Easement described in, and shown on, Exhibit "B" attached to the Grant Deed from Pacific Gas and Electric Company to Southern Energy Delta, L.L.C., dated April 15, 1999, and recorded as <u>Recorder's</u> <u>Serial Number 99-33916</u> in the Official Records of Solano County; thence leaving said parallel line and running Northerly along the Southwesterly boundary line of said 60 - foot wide road easement.

(4) Northerly on a curve to the right with a radius of 690.00 feet, through a central angle of 1°05'02" and tangent at the Northerly terminus thereof to a line which has a bearing of North 5°20'55" West, an arc distance of 13.05 feet to a point in the Easterly boundary line of the parcel of land conveyed by Walter Whitman and others to Pacific Gas and Electric Company by Deed dated December 10, 1962, and recorded in <u>Book 1180 of Official Records at Page 406</u>, Solano County Records; thence leaving said Southwesterly boundary line and running along the Easterly boundary line of the parcel of land conveyed by said Deed dated December 10, 1962, and along the Easterly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964, said Easterly boundary lines being also portions of the North-South quarter section line of Section 26, Township 3 North, Range 1 East, M. D. M.

(5) North 0°15'00" West 859.45 feet to the North quarter corner of said Section 26; thence continuing along the Easterly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964, said Easterly boundary line, being in part the North-South quarter Section line of Section 23, Township 3 North, Range 1 East, M. D. M.

(6) North 0°40'00" West 602.58 feet, more or less, to the point of beginning.

Excepting therefrom the portion thereof lying within the boundary lines of the county road known as Stratton Road (County Road No. 493); being portions of (I) the parcel of land conveyed by said Deed dated May 28, 1964, (II) the parcel of land conveyed by said Deed dated December 10, 1962, and (III) the parcel of land described and designated Parcel No. Two in the Deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964, and recorded in <u>Book 1294 of Official Records at Page 628</u>, Solano County Records.

This legal is made pursuant to that certain Document entitled "Certificate of Compliance Lot Line Adjustment CC-12-05", recorded January 29, 2014, as <u>Recorder's Serial Number 201400005815</u> in the Official Records of Solano County.

APN: <u>0090-120-300</u>, <u>0090-130-190</u>, <u>0090-130-200</u>, <u>0090-130-370</u>

APN: 0090-120-300

(End of Legal Description)

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: June 20, 2023

Escrow No.: 23000371441

Property: APN 0090-120-300, Montezuma, CA 94512

From: Stewart Title Guaranty Company - Commercial Services

This is to give you notice that Stewart Title Guaranty Company - Commercial Services ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges		
Hazard Insurance	\$400.00 to \$6,500.00		
Home Warranty	\$255.00 to \$ 780.00		
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50		

## [CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (11-09-18)

## **EXCLUSIONS FROM COVERAGE**

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

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

## **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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 notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

#### **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II**

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)]

#### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - b. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

#### PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.

## CLTA PRELIMINARY REPORT FORM, EXHIBIT A (Rev. 11-04-22)

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. 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.

#### PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

#### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

#### **EXCLUSIONS FROM COVERAGE**

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

- any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, 1. а. prohibits, or relates to:
  - the occupancy, use, or enjoyment of the Land; i.
  - the character, dimensions, or location of any improvement on the Land; ii
  - the subdivision of land; or iii
  - environmental remediation or protection. iv
  - any governmental forfeiture, police, or regulatory, or national security power. b

the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

- Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17. 2
- Any defect, lien, encumbrance, adverse claim, or other matter: 3
  - created, suffered, assumed, or agreed to by You; а
  - not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by b. You prior to the date You became an Insured under this policy.
  - resulting in no loss or damage to You; C.
  - d attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide е purchaser of the Title at the Date of Policy.
- 4. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A; and a.
  - b in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

- The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of 5 Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
- 6 Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - fraudulent conveyance or fraudulent transfer; a.
  - voidable transfer under the Uniform Voidable Transactions Act: or b
  - preferential transfer: c.
    - to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous i. exchange for new value; or
    - for any other reason not stated in Covered Risk 30. ii.
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence. 7.
- Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface 8 substance.
- Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and 9. payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
- 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## LIMITATIONS ON COVERED RISKS

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

• For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

#### **EXCLUSIONS**

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6 Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
  - This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## LIMITATIONS ON COVERED RISKS

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

• For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

## ALTA OWNER'S POLICY (07-01-2021)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

- 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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. 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.

#### 2006 ALTA OWNER'S POLICY (06-17-06)

#### **EXCLUSIONS FROM COVERAGE**

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 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.

#### © California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited. Reprinted under license or express permission from the California Land Title Association.

- 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.

#### **EXCEPTIONS FROM COVERAGE**

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

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

- 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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. 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.

#### PROCEDURES TO ACCOMPANY THE RESTRICTIVE COVENANT MODIFICATION FORM

The law prohibits unlawfully restrictive covenants based upon:

"...age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry... 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."

As the individual holding or acquiring an interest in the property, you may elect to have any unlawfully restrictive covenants "removed", which means "redacted."

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder's office, a "Restrictive Covenant Modification" form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder's office and must include your return address so the county recorder can notify you of the action taken by the county counsel.

# NOTE: The RCM provided with your title product MAY NOT be the same form required by your county recorder's office; please double check your county recorder's office before completing this form.

The process at the county recorder's office is as follows:

- The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.
- The county counsel shall inform the county recorder of his/her determination within a reasonable amount of time, not to exceed three months from the date of your request.
- If county counsel determined that the redacted language was unlawful then, once recorded, the redacted document is the only one that effects the property and this modified document has the same effective date as the original document.
- If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.
- The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY STATE & ZIP

TITLE ORDER NO.

ESCROW NO.

APN NO.

## **RESTRICTIVE COVENANT MODIFICATION**

(Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2)

I(We)\_\_\_\_\_have or are acquiring an ownership interest of record in the property located at \_\_\_\_\_\_

that is covered by the document described below.

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s)\_of the document recorded on \_\_\_\_\_\_ in book\_\_\_\_\_\_ and page \_\_\_\_\_\_ or instrument number\_\_\_\_\_\_\_ of the official records of the County of \_\_\_\_\_\_\_, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

(Signature of Submitting Party)

(Printed Name)

(Signature of Submitting Party)

County Counsel, or their designee, pursuant to Government Code Section 12956.2, hereby states that it has been determined that the original document referenced above \_\_\_\_\_ Does \_\_\_\_ Does Not contain an unlawful restriction and this modification may be recorded.

County Counsel By:

Date:

(Printed Name)

## STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

# Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

#### Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
- 3. Information about your transactions with Stewart, our affiliates, or others; and
- 4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you or in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- I. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

#### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To optout of sharing to our affiliates for direct marketing, you may send an "opt out" request to <u>Privacyrequest@stewart.com</u>, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

#### How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

#### **Contact Information**

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone:	Toll Free at 1-866-571-9270		
Email:	Privacyrequest@stewart.com		
Postal Address:	Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056		

## Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment- related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

## Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- I. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

## Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers California Customer Records personal information categories Category B: Protected classification characteristics under California or federal law Category C: Category D: Commercial Information Category E: **Biometric Information** Internet or other similar network activity Category F: Category G: Geolocation data Category H: Sensory data Category I: Professional or employment-related information Category J: Non-public education information
- Category K: Inferences

## Your Consumer Rights and Choices Under CPPA and CPRA

#### Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

#### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.

- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

## Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

#### Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

#### Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

#### Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

- 1. Calling us Toll Free at 1-866-571-9270
- 2. Emailing us at Privacyrequest@stewart.com; or
- 3. Visiting <u>http://stewart.com/ccpa.</u>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

#### Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

#### Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html.

#### **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone:Toll Free at 1-866-571-9270Website:http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address:Stewart Information Services Corporation<br/>Attn: Mary Thomas, Chief Compliance and Regulatory Officer<br/>1360 Post Oak Blvd., Ste. 100, MC #14-1<br/>Houston, TX 77056

person\_ who executed the said instrument on behalf of said corporation therein named, and a cknowledged to me that such corporation executed the same.

IN WITHESS WHEREOF, I have hereunteset my hand and affixed my official scel, in the County of Sacramento, the day and year in this certificate first above written.

- Leo H. Scott (seal)
- Notary Public in and for the County of Sacremento, State of California.

My Commission expires May 16, 1948

Recorded at the request of Failmay Express Agency, Inc. at 11 min. past 4 o'clock P.M. Kar. 19, 1947. M. D. Buckingham, Recorder

Copied M.M.

\$1.00

#3748

406

#### 410-28

Consideration not more than \$100.00

WALTER C. WHITMAN, a married man dealing with his separate property, PAULINE G. WHITMAN, a single woman dealing with her separate property, NILDRED DAVIS, a married woman dealing with her separate property, MARY ANNIE MILLICAN, a married woman dealing with her separate property and HELENE MELIA HANSEN, a married woman dealing with her separate property. hereinafter called first party, does hereby grant unto PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, it\_\_\_ successors and assigns, the right from that to time, to erect, maintain, replace, remove, and use such poles with all necessary and proper crossarms, braces, anchors, guys and pther appliances and fixtures for use in connection therewith, and to suspendimentican such wires as second party may deem necessary for the transmission and distribution of electric energy, together with a right of way therealong, within each of the strips of land and/or along each of the routes, whichever be hereinafter described, over and across those certain premises, situate in the County of Solano, State of California, which are described as follows, viz.:

That certain parcel of land situate in Sections 25 and26, both being in Township 3 North, Range 1 East, M.D.B.&N., Solano County. Said lands being further described in that certain deed executed by Pauline Adolo Whitman to Walter Whitman, et al, dated July 9, 1941 and recorded July 11, 1941 in Book 238 of Official Records at page 238, records of said Solano County.

The routes of saicholes shall be as follows, viz.:

1. Beginning at a point on the southerly boundary line[of "ounty Road No. 493, from which point the northeast corner (marked by the intersection of fences) of said premises beers north 71° 43' east 1269 feet; and running thence south 77° 41' east 289 feet, more or less, to a point on the southwesterly boundary line of County Road No. 493.

2. Commencing at a point extended south 77\* 41' east 375 feet from the most southeasterly terminus of the route hereinbefore described and designated 1; and continuing thence south 77\* 41' east 568 feet, more or less, to a point on thenortherly boundary line of County Road No. 493

Said right includes the trimming by second party of any trees along saidpoles and wires whenever considered necessary for the complete enjoyment thereof,

IN WITNESS WHEREOF first party has executed these presents this 21 day of January,

Executed in the presence of: Arthur Petersen Witness

1947.

Walter C. Whitman Pauline G. Whitman Mildred Davis Mary Annie Millian Helene Aseila Hanpen STATE OF CALIFORNIA,

County of Sacramento ss.

On this 27th day of February A.D. One Thousand Nine Hundred and forty-seven, before me, Leo H. Scott, a Notary Fublic in and or said County, residing therein, duly commissioned and sworn, personally appeared Arthur Petersen, known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being duly sworn, deposed and said, that he resides in the County of Sacramento, State of Californis, that he was present and saw Walter C. Whitman, Pauline G. Whitman Mildred Davis, Mary Annie Millican, Helene Amelia Hansen (personally known to him to be the persons described in and who executed the said instrument, as parties thereto), sign and execute the same, and that, at their request, he, the said affiant, thereupon subscribed his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of Sacramento, the day and year in this certificate first showe written.

Leo H. Scott (Seal)

State of California,

Notary Public in and for the County of Sacramento.

407

Recorded at the request of Reilway Express Agency, Inc. at 12 min. past 4 o'clock P.Y. Kar. 19, 1947. W. E. Buckingham, Recorder

#3749 <sup>O</sup>opled M.N. Compared M. \$1.25

#### 410-27

Consideration not more than \$100,00

CLAUDINA ESPERSEN, a widow hereinafter called first party, does hereby grant unto PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, it\_ successors and assigns, theright from time to time, to erect, maintain, replace, remove, and use such poles with all necessary and proper crossarms, braces, anchors, guys and other appliances and fixtures for use in connection therewith, and to suspend therefrom such wires as second party may deem necessary for the transmission and proper clossarms, braces, or determined by the second party may deem necessary for the transmission and proper clossarms, braces, and wires as second party may deem necessary for the transmission and proper clossard of the refrom such wires as second party may deem necessary for the transmission and proper clossard of the refrom such wires as second party may deem necessary for the transmission and proper clossard of the refrom such wires as second party may deem necessary for the transmission and proper closed, and closed of the routes, which are the present of the strips of land and/or along each of the routes, which ever be hereinafter described, over and across those certain premises, situate in the County of Solano, State of California, which are described as follows, viz.;

Those certain parcels of land situate in the southeast one-quarter of the southeast onequarter of Section 22 and the portheast one-quarter of the northeast one-quarter of Section 27, both being in Township 3 North, Range 1 East, K.D.B.&M., Solano County. Said lands being further described in that certain Decree setting aside the estate of Adolph P. Espersen, deceased to Claudins Espersen, dated November 21, 1927 and recorded December 9, 1927 in Book 6 of Official Records at Page 491, records of said Solano County; excepting therefrom that certain parcel of land described in the deed executed by J. O. O'Neal, et ux, to the Roman Catholic Archbishop of San Francisco, a Religious Corputation, recorded in the Office of the County Recorder of said Solano County, April 22, 1908 in Book 169 of Deeds at Page 200; and also excepting therefrom that certain strip of land deeded by J. C. O'Neal to the County of Solano; dated December 16, 1901 in Dook 142 of Deeds at Page 329, records of said Solano County.

The route of said poles shall be as follows, viz.;

Beginning at a point on the easterly boundary line of said premises (marked by a fence). From which point the northeast corner of said premises bears north 14\* 2981 west 649.5 feet; and running thence south 65\* 324, west 313.5 feet, more or less, to the northeasterly boundary line of

Stander 100 C Solano County interen Consideration hand on full value of property. 5 a property less liens  $\square$ Consideration itor and the first second and encumbragers not remarce at transfer. 20556 Tu. Ahecton (Signature of Authorized Parson and Firm) FORDING REQUESTED BY AND RETURN TO: A. M. Shelton 7 1978 Carlson, Collins, Shelton, Calhoun & Dreibelbis 1017 Macdonald Richmond, California 94801 THIS INDENTURE, made this  $3\sigma^{2}$  day of au 1972, by and between TITLE INSURANCE AND TRUST COMPANY, a corporation, herein termed "Grantor", and DOW CHEMICAL U.S.A. (Western Division), a Delaware corporation, hereinafter termed "Grantee"; WITNESSETH: 1. Grantor, for and in consideration of the sum of Three thousand Seven Hundred Dollars (\$3,700) and in further consideration of the terms, covenants and couditions herein contained, hereby grants to Grantee the right, privilege and easement to construct, maintain and operate a pipeline or pipelines and appurtenances thereto, over, under, across and through a certain surip of land situate, lying and being in the County of Solano, State of California, as more particularly described on the attached Exhibit "A". \_ 2. In addition, Grantor hereby grants to Grantee the right to use an additional strip of land not more than thirty feet (30') in width adjacent to the strip of land described in said Exhibit "A" for construction purposes only. It being understood that the not of said construction area anall he temporary and Grantee's right to use same will terminate upon completion of the construction of said structure. As a part configuration **5**42 FLOK 1714 PAGE 401 1. SOLANO,CA Printed on 6/19/2023 1:56:33 AM Page 1 of 8

Document: Document - Book.Page (up to 1988) 1774.487

Poisso County for use of such construction herein, Grantee shall pay to Grantor the sum of One Hundred Forty Dollars (\$ 140) per moath, payable in advance. 3. In addition, Grantor hereby grants to Grantee the right to use a strip of land four hundred fifty feet (450') in width adjacent to and easterly of the strip of land described in Section 2 above extending litteen hundred leet (1500") northerly from the southerly boundary of Grantor's property for construction purposes only. It being understood that the use of said construction area shall be temporary and Grantee's right to use came will terminate upon completion of the construction of 4. h 1. a 1. said structure. As a part consideration for use of such construction herein, Grantee shall pay to Grantor the, sum of One Hundred Twenty Dollars (\$120) per month, payable in advance 4. Project markers in form and size satisfactory to Granter × identifying the facility and its owner will be installed and constantly maintained , ,24 by and at the expanse of Grantee at Grantor property lines or such locations a 1-1 86 as Grantor shall approve. Such markers shall be relocated or removed upon request of Grantor without expense to Grantor. 5. Absence of markers does not constitute a warranty by Grantor of no subsurface installations. 5. There is reserved unto Grantor, its successors and ..... 「東湖日本山海 assigns, the right (consistent with the rights berein granted) to construct, reconstruct, maintais and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipeline facilities and appurionances in, upon, over, under, coross and \_\_\_\_ na caid proporte. -FOR 1774 FUE 488 -52 2. SOLANO,CA

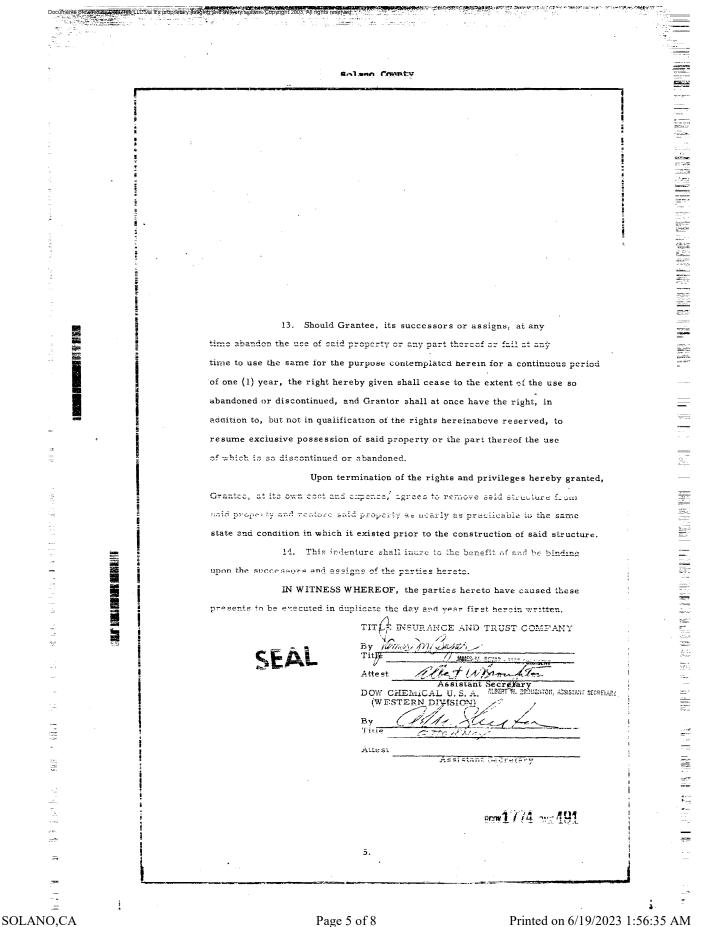
Document: Document - Book.Page (up to 1988) 1774.487

Printed on 6/19/2023 1:56:33 AM

gatann Gmanty ÷ 7. This grant is made subject to all licenses, leases, escements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof. 8. The rights herein granted to Grantee shall lapse and become void if the construction of said structure upon said properly is not commenced within one (1) year from the date first herein written. 9. Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said structure upon said property. Grantee agrees to reimburse Grantor for the cost and expense to Grantor of furnishing any materials or performing any labor in connection with the construction, reconstruction, maintenance and removal of said structure, including, but not limited to, the furnishing of such inspectors as Grantor deems necessary. In the event Grantor shall at any time so require, Granice, at Granice's expense, shall reconstruct or alier said structure or make changes in the location thereof upon receipt of written actice from Grantor so to do. 10. Grantce, its agents and employees, shall have the privilege of entry on said property for the purpose of constructing, reconstructing, maintaining and making necessary repairs to said structure. Granice agrees to keep said property and said structure in good and safe condition, free from waste, so far as affected by Grantee's operations, to 3. enny 1774 ---- 489

Printed on 6/19/2023 1:56:34 AM

	Soleno County
-	
3	
- 	
· · · · · · · · · · · · · · · · · · ·	
# 	
हें. 14	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	the satisfaction of Grantor.
	il. In the event any work upon or in connection with
	said structure or its appurtenances, to be done upon or adjacent to the
-	tracks and property of Grantor should be let to a contractor by Grantee,
	such work shall not be begun until such contractor shall have first entered into an agreement with the Grantor satisfactory to Grantor indemnifying
<b>6</b>	Grantor from and against all claims, liability, cost and expense growing
	out of the performance of the work to be done by such contractor.
_	Such contractor shall furnich, at the option of
	and without expense to Grantor, a reliable surety boad in an amount and
	in a form satisfactory to sold company guaranteeing the faithful performance
	of all the terms, covenants and conditions contained in said agreement, and
	a certified copy of a policy of Public Liability and Property Damage insurance
	a certified copy of a policy of Public Liability and Property Damage insurance with limits specified by and in a form satisfactory to Grantor, covering the contractual liability assumed by contractor in said agreement. 12. Grantee agrees to indemnify and save harmless Grantor, its officers, employees, ecents, successors and assigns, from all claims,
	contractual liability assumed by contractor in said agreement.
	12. Grantee agrees to indemnify and save harmless Granter,
	its officers, employees, egents, successors and assigns, from all claims,
- - -	liability, cost and expense howsoever same may be caused; including reasonable
9-2 1927	attorneys fees, for loss of or damage to property and for injuries to or
 	deaths of persons arising out of the construction, reconstruction, maintenance,
	presence, use or removal of said structure regardless of any negligence or
	alleged negligence on the part of Grantor's employees.
	The word "Grantor" as used in this section shall be construed
	to include, in addition to Grantor, the successors, assigns and affiliated
<u> </u>	companies of Grantor.
	BOOK 1774 TATE 490
L Pallers	
,CA	Page 4 of 8 Printed on 6/19/2023 1:



Document: Document - Book.Page (up to 1988) 1774.487

Printed on 6/19/2023 1:56:35 AM

stor Crarty 25 Hadres and Address States of the 승규의 위험 STATE OF CALIFORNIA, ss. COUNTY OF San Francis On august 30 th, 1972, before me, all , a Notary Public in and for the County of State of California, residing therein, duly commissioned and sworn, personally appeared MMES M. ROYAR . VICE PRESIDENT , known to me to be the Vice Prevedent of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors. IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official scal in the County of Acro Mancies the day and year in this certificate first above written. NOTABY PUBLIC in and for the County ALTA G. MAYFIELD of State of California. My Commission Expires ECOx 1774 DAVE 492 6. 1

SOLANO,CA Document: Document - Book.Page (up to 1988) 1774.487

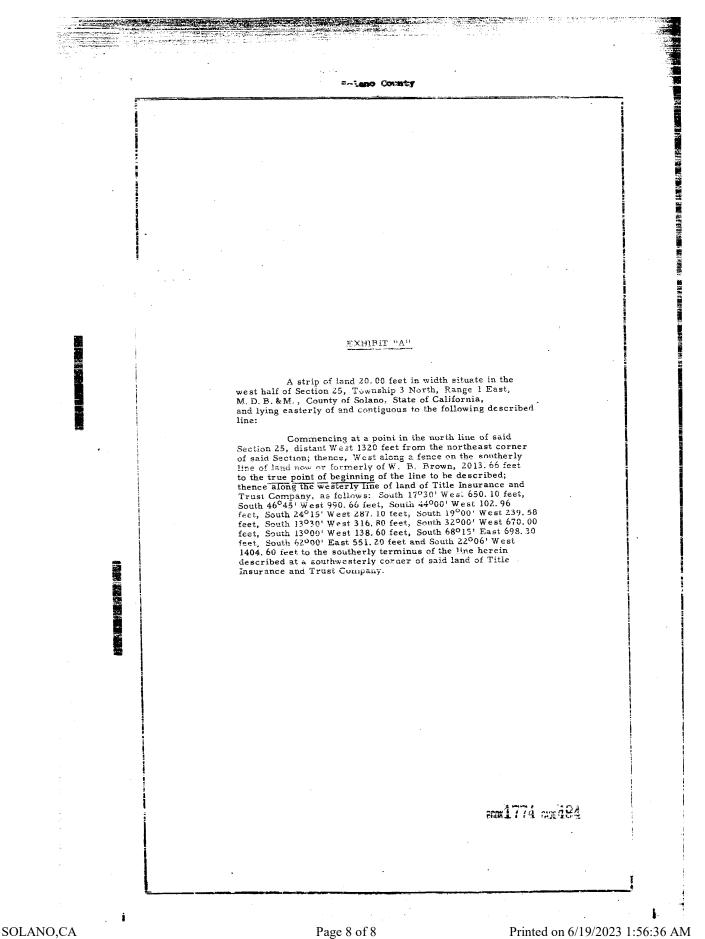
Page 6 of 8

Printed on 6/19/2023 1:56:35 AM

Colore Courte STATE OF CALIFORNIA, City & COUNTY OF Stan France On august 30th, 1972, before me, alth 9 ? , a Notary Public in and for the County of State of California, residing therein, duly commissioned and sworn, personally appeared A.M. Shelton , known to me to be the attorney of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Anna Thanciero the day and year in this certificate first above written. alta 5. Thankel in and for the County of State of California My Commission Expires erax 1774 mix 493 • 7. 

SOLANO,CA Document: Document - Book.Page (up to 1988) 1774.487

Printed on 6/19/2023 1:56:35 AM



Document: Document - Book.Page (up to 1988) 1774.487

#### RECORDING REQUESTED BY:

eRecording Partners Network (ePN) Placer Title Company Branch Number: 501

MAIL TAX STATEMENTS TO AND WHEN RECORDED MAIL TO: Flannery Associates LLC c/o Custer Melnyk LLP 81 Broadway St., Ste. 201-070

Electronically Recorded in Official Records of Glenn Zook Assessor/Recorder	Solano County	3/27/2023 9:13:57 AM AR62 06	
ES-EPN			
Doc # 202300012173	Titles: 1	Pages: 19	
	Fees	\$67.00	
	Taxes	\$49.500.00	
	SB2 Fee	\$0.00	
	Other	\$0.00	
	Paid	<b>\$4</b> 9.567.00	

#### Order No: P-573710

Asheville, NC 28801

Grant Deed

(Please	fill	in doc	ument	title(s)	on this line)
1					

X	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
	Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
	Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or,
	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
	Exempt from the fee per GC27388.1(a) (1); Not related to real property, or,
	Exempt from fee under GC27388.1(a)(1) for the following reasons:
	NOTE: The following exemptions may not be acceptable for use in all counties:
	Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or,
	Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
	Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or,

Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s).

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION (Additional recording fee applies)

Page 1 of 1

(1)

#### **RECORDING REQUESTED BY:**

Placer Title Company 1300 Oliver Road, Suite 120 Fairfield, CA 94534

#### WHEN RECORDED MAIL **DOCUMENT AND TAX** STATEMENTS TO:

Flannery Associates LLC c/o Custer Melnyk LLP 81 Broadway Street, Suite 201-070 Asheville, NC 28801

ESCROW: P-573710

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP 345-S, RP 386-S, RP 394-S, RP 398-S

0090-100-130: 0090-100-370; 0090-100-390; 0090-100-410; 0090-120-300; 0090-130-070 APN: 0090-130-080; 0090-130-090; 0090-130-100; 0090-130-110; 0090-130-120; 0090-130-130 0090-130-140; 0090-130-150; 0090-130-160; 0090-130-170; 0090-130-180; 0090-130-190 0090-130-200; 0090-130-220; 0090-130-370; 0090-140-110; 0090-140-160; 0090-140-170 0090-180-030; 0090-180-040; 0090-180-050; 0090-180-070; 0090-180-240; 0090-180-260 0090-180-270; 0090-190-040; 0090-190-090; 0090-190-100; 0090-190-210; 0090-190-220 0090-210-010; 0090-220-020; 0090-220-050; 0090-220-150; 0090-220-160; 0090-220-170 0090-220-180; 0090-220-210; 0090-220-300

## **GRANT DEED**

The undersigned grantor declares:

ſ

#### DOCUMENTARY TRANSFER TAX \$ 49,500.00

[X] Computed on full value of property conveyed, or

Computed on full value less liens or encumbrances remaining at the time of sale 1 1

City of or [X] Unincorporated Area

For valuable consideration received, SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district ("Grantor"), does hereby grant and convey to FLANNERY ASSOCIATES LLC, a Delaware limited liability company ("Grantee"), the fee simple interest of the real property (the "Property") situated in Solano County, California and legally described in Exhibit A, which is incorporated herein.

TOGETHER WITH each and all ways, easements, rights, privileges and appurtenances thereto or in any way appertaining, all improvements thereon and all the estate, right, title and interest of Grantor in the said Property.

SUBJECT to current, non-delinquent real property taxes and assessments, reservations in patents and all easements, rights of way, encumbrances, covenants, conditions, restrictions, discrepancies, conflicts in boundary lines, shortage in area, and any other matters that appear of

record, which is incorporated herein, and/or a correct survey would disclose and which are not shown by the public records.

EXCEPTING THEREFROM AND RESERVING unto and for Grantor, the right title and interest of Grantor in and to all of the following located on the Property as of the date of this Grant Deed (a) meteorological towers and wind measurement equipment, wind turbine generators, including, without limitation, all components, foundations and supporting elements thereof; (b) solar radiation and solar energy monitoring devices and recording equipment and facilities with respect to solar energy resources; (c) solar energy collection cells, photovoltaic panels, concentrating solar technology equipment, mirrors, lenses and other facilities related to the harnessing of sunlight for photovoltaic or solar thermal electric generation, including, without limitation, all mounting substrates or supports and their associated structure and foundations; (d) battery storage facilities or other facilities related to the storage of energy, including, without limitation, all mounting substrates or supports and their associated structure and foundations: (e) aboveground and underground electrical transmission and telecommunication lines, electric transformers, switching stations, substations, radio relay systems, telecommunications equipment. control buildings, maintenance yards, fences, gates, signs and other safety and security protection facilities, and related facilities and equipment; (f) all maintenance buildings and/or equipment buildings used in connection with any of the foregoing; and (g) all other personal property or fixtures located on the Property and used in connection with any of the foregoing.

[Grantor signature appears on the following page]

RP 345-S, RP 386-S, RP 394-S, RP 398-S

IN WITNESS WHEREOF, Grantor has executed this Grant Deed effective as of the 22-m day of March, 2023.

#### **GRANTOR:**

**SACRAMENTO MUNICIPAL UTILITY DISTRICT**, a municipal utility district

Blandon Granger Supervisor, Real Estate Services

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

)

State of California County of Sacramen to

On <u>Match 21, 2023</u>, before me, <u>Grefchen Hickersand</u>, Notary Public, personally appeared <u>Blomdon Grangers</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose hame(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

RP 345-S, RP 386-S, RP 394-S, RP 398-S

#### EXHIBIT A

#### LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Solano, unincorporated area, described as follows:

Parcel One:

Those certain lands situate in Sections 4, 5, 8, 9, 10, 15, 14, 16, 17, 20, 21, 22, and 23, Township 3 North Range 2 East, Mount Diablo Base and Meridian, described as follows:

COMMENCING at the point of intersection of the most Easterly corner of land of R. D. Robbins, et al, and the Southerly line of land of Dozier Pressley Company, which said point is South 50°02' West, 4643.8 feet from U.S. Geological Pier, No. 4; thence North 89°54' West, 36.16 chains to the Southeast corner of Section 20, Township 3 North, Range 2 East, Mount Diablo Meridian; thence to and along the center line of County Road No. 510 North 0°8' East, 30.38 chains; North 87° West, 2.48 chains; North 49°45' West 5.72 chains; North 43°30' West, 6.95 chains and North 33°20' West, 1.20 chains to line of Land of John Mc Cormack Estate; thence along line between Lands of John Mc Cormack Estate and Dozier and Pressley Company and in the center of said County Road No. 510 North 36° West, 4.92 chains; North 25°36' West 6.93 chains; North 29° West, 6.00 chains; North 32°10' West, 7.33 chains and North 29°45' West 3.01 chains; thence leaving the center line of said County Road No. 510, North 53°11' East 8.51 chains; North 33°16' East, 4.85 chains North 1°10' East, 6.75 chains; North 14° East, 11.58 chains; North 3°45' West, 6.25 chains, North 25°15' West 9.81 chains; North 2°10' East 3.29 chains, North 13°45' East, 8.63 chains; North 14°45' East, 7.01 chains, North 16°31' East, 4.43 chains, North 21°4' East 8.75 chains, North 18°29' East, 4.42 chains, North 5°34' East, 3.90 chains and North 12°17' West, 4.79 chains to the center line of said County Road No. 510; thence along the center line of said County Road No. 510 South 43°36' West, 4.06 chains; South 63°51' West, 3 chains, North 89°11' West, 5.19 chains, South 66°14' West 8.78 chains, South 41°39' West, 3.39 chains South 53°42' West, 2.62 chains, South 60°23' West 5.26 chains, South 16°55' West, 7.45 chains; South 34°25' West, 8.13 chains, South 27°30' West 10.71 chains, South 12°56' West, 2.84 chains and South 6°32' East, 2.21 chains; thence leaving the center line of County Road No. 510 and along the line between land of Dozier Pressley Company and land of John Mc Cormack Estate North 27°15' West, 6.30 chains; North 48° West, 6.90 chains, North 49°30' West, 10.45 chains and North 57°30' West, 10.20 chains to line between land of Dozier Pressley Company and land of W. A. Stewart; thence along said line North 42°45' East 30 feet: North 57°15' West 52 feet. North 38°15' West 235 feet, North 16°20' East, 559 feet North 1°45' West, 362 feet, North 11°45' East, 558 feet and North 2° West, 522 feet, more or less, to the North line of Rancho Los Ulpinos at a point 422 feet East of Station No. 9 of said Rancho thence along the line of said Rancho East 2218 feet to Station 10; thence North 40 chains to Station 11; thence continuing North along the North and South center line of Sections 8 and 5, 110 chains, more or less, to the Southwesterly boundary of that certain 3936 acre Tract conveyed by Edward C. Dozier, et al, to Dozier Pressley Company, a corporation by Deed dated November 26, 1902 and recorded December 1, 1902 in Book 142 of Deeds, Page 318, Solano County Records; thence Southeasterly along said line 115 chains, more or less, to a point due North of the center of Section 9, Township 3 North, Range 2 East, Mount Diablo Base and Meridian; thence continuing along the boundary of said 3936 acre tract South 43° East, 9600 feet; thence South 34°26' East, 2328.1 feet to the Northwesterly boundary line of the new channel of the Sacramento River; thence along said boundary line South 47°39'15" West, 2819 feet to a point which is North 66°43'08" East, 2959.7 feet distant from U. S. Geological Pier No. 4; thence continuing along said new channel of the Sacramento River South 54°56'15" West, 2225 feet to a point; thence continuing Southwesterly along said new channel of the Sacramento River 4564.8 feet, more or less, to a point which is South 50°02' West, 4643.8 feet distant from U. S. Geological Pier No. 4, and the POINT OF BEGINNING.

SAVING, EXCEPTING AND RESERVING THEREFROM all oil, gas, hydrocarbons and minerals now, or at any time hereafter situate therein and thereunder, together with all easements and rights necessary and convenient for the production, storage and transportation thereof and the exploration and testing of the said real property, and also the right to drill for produce and use water from the said real property in connection with its drilling or mining operations thereon;

#### RP 345-S, RP 386-S, RP 394-S, RP 398-S

provided, however, that grantors reservation together with all such easements and related rights shall be subject to grantee's superior right to use the property as an electrical generation wind farm, and that grantor and/or any successors in interest or assigns shall, prior to commencement of work, obtain grantee's written approval/consent for any and all testing, drilling, and other site development or facility operation activities, as saved, excepted and reserved in the Deed from Dozier and Pressley, a corporation, recorded January 5, 1993 as instrument No. 1993-00000629, Solano County Records.

APN:

0090-190-040, 0090-190-090, 0090-190-100, 0090-190-210, 0090-190-220 0090-210-010 0090-220-020, 0090-220-050, 0090-220-150, 0090-220-160, 0090-220-170, 0090-220-180

Parcel Two:

A parcel of land in Solano County, State of California, lying within the Los Ulpinos Grant and Sections 17 and 20, Township 3 North, Range 2 East, Mount Diablo Base and Meridian, being more particularly described as follows:

COMMENCING at a 3.5-inch U.S. Coast & Geodetic Survey brass bench mark disk in concrete stamped "Q 555 1956" having established grid coordinates of North 1811677.63, East 6588739.61 of Zone 2 of the California Coordinate System of 1983; thence South 69°50'57" East 38,216.90 feet to a 1 inch iron pipe, with L.S. Tag 3383, in the center of Stewart Lane, said pipe also being a corner of that property described in Corporation Grant Deed, from Dozier and Pressley Company to Sacramento Municipal Utility District, recorded as Document 1993-00105910, Official Records, County of Solano, a corner of that property described as Parcel Two of Exhibit A, in Grant Deed from Judith Hunt, as to an undivided one quarter interest to Judith A. Hunt, Trustee of the Judith A. Hunt Descendants' Trust, recorded as Document 2001-00149330, Official Records, County of Solano, and the point of beginning; thence, coincident with the line of said Grant Deed and said Corporation Grant Deed, along the centerline of said Stewart Lane the following twelve (12) courses:

North 06°40'30" West 154.59 feet to a one-inch iron pipe with L.S. Tag 3383,
 North 12°39'09" East 187.47 feet to a one-inch iron pipe,
 North 27°20'33" East 706.95 feet to a one-inch iron pipe,
 North 34°16'14" East 536.67 feet to a one-inch iron pipe,
 North 16°38'45" East 491.71 feet to a one-inch iron pipe,
 North 60°16'27" East 347.76 feet to a one-inch iron pipe,
 North 53°48'06" East 172.94 feet to a one-inch iron pipe,
 North 41°13'08" East 224.04 feet to a one-inch iron pipe,
 North 66°02'15" East 342.84 feet to a one-inch iron pipe,
 North 66°02'15" East 342.84 feet to a one-inch iron pipe,
 North 63°35'41" East 197.97 feet to a one-inch iron pipe,
 North 46°21'22" East 267.90 feet to a one-inch iron pipe with L.S. Tag 3383;

Thence leaving said Stewart Lane continuing coincident with the line of said Grant Deed and said Corporation Grant Deed the following fourteen (14) courses:

(1) South 12°22'01" East 316.09 feet to a one-inch iron pipe with L.S. Tag 3383;

(2) South 05°30'20" West 257.54 feet to a one-inch iron pipe,

(3) South 18°25'43" West 291.87 feet to a one-inch iron pipe with L.S. Tag 3383,

(4) South 20°59'45" West 577.38 feet to a one-inch iron pipe,

(5) South 16°28'32" West 292.75 feet to a one-inch iron pipe,

(6) South 14°42'14" West 462.49 feet to a one-inch iron pipe with L.S. Tag 3383,

(7) South 13°43'28" West 371.56 feet to a one-inch iron pipe with L.S. Tag 3383,

(8) South 02°05'37" West 217.22 feet to a one-inch iron pipe,

RP 345-S, RP 386-S, RP 394-S, RP 398-S

(9) South 25°17'20" East 647.52 feet to a one-inch iron pipe,
(10) South 03°49'29" East 412.31 feet to a one-inch iron pipe with L.S. Tag 3383,
(11) South 13°58'20" West 764.51 feet to a one-inch iron pipe with L.S. Tag 3383,
(12) South 01°03'55" West 445.61 feet to a one-inch iron pipe,
(13) South 33°18'55" West 320.07 feet to a one-inch iron pipe,
(14) South 53°06'12" West 543.30 feet to a fence running Northwest and Southeast;

Thence leaving said Grant Deed and said Corporation Grant Deed, along said thence North 31°57'00" West 449.78 feet; thence continuing along said fence, North 32°00'39" West 318.09 feet; thence leaving said fence North 30°52'05" West 196.16 feet to the center of a dirt road; thence along said road the following five (5) courses:

North 26°52'05" West 325.38 feet,
 North 40°49'34" West 827.12 feet,
 North 22°19'39" West 510.08 feet,
 North 26°39'39" West 322.46 feet,
 North 13°43'49" West 148.94 feet to the POINT OF BEGINNING.

#### **EXCEPTING THEREFROM:**

1. An undivided one-eighth 1/8th interest in and to all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbons by whatsoever name known that may be within or under the above described real property as granted in the Deed from Douglas H. McCormack, et ux, to Judith Ann McCormack, dated April 4, 1966, recorded April 29, 1966, in Book 1395 of Official Records Page 531, Instrument No. 11893.

2. An undivided one-eighth (1/8th) interest in and to all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbons by whatsoever name known that may be within or under the above described real property, as granted in the Deed from Janet Catherine Lamberson to Charles Adams Lamberson, Jr. dated April 4, 1966, recorded April 9, 1966, in Book 1395 of Official Records, Page 536, Instrument No. 11895.

3. An undivided one-eighth (1/8th) interest in an to all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbons by whatsoever name known that may be within or under the above described real property, as granted in the Deed from Janet Catherine Lamberson to Susan Lamberson dated April 4, 1966, recorded April 29, 1966, in Book 1395 of Official Records, Page 541, Instrument No. 11896.

4. An undivided one-eighth (1/8th) interest in and to all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbons by whatsoever name known that may be within or under the above described real property, as granted in the Deed from Douglas H. McCormack, et ux to Thomas McCormack dated April 4, 1966, recorded April 29, 1966, in Book 1395 of Official Records, Page 546, Instrument No. 11897.

5. All oil, gas, casinghead gas, asphaltum and other hydrocarbons and all chemical gas, now or hereafter found, situated or located in all or any part or portion of the lands herein described lying more than five hundred feet (500') below the surface thereof, but without any right whatsoever to enter upon the surface of said land or upon any part of said lands within five hundred (500') vertical distance below the surface thereof, as reserved by Charles A. Lamberson, Jr., Successor Trustee of the Janet McCormack Lamberson Testamentary Trust for the life of the Janet McCormack Lamberson Trust foo Charles A. Lamberson, Jr., and subsequently the joint lives of Charles A. Lamberson, Jr. and Halley A. Lamberson. Upon the termination of the Trust, and the death of the last survivor of Charles A. Lamberson, Jr., and Halley A. Lamberson, these rights shall automatically revert to Thomas McCormack, or his heirs, successors or assigns, as reserved in grant deed recorded October 24, 2003, Instrument No. 200300183496, Official Records.

APN: 0090-220-210

Parcel Three:

#### RP 345-S, RP 386-S, RP 394-S, RP 398-S

The Parcel of land described and designated Parcel 1 in the Deed from May Donald Butler to Pacific Gas and Electric Company dated April 15, 1965 and recorded in Book 1335 of Official Records, at Page 365, Solano County records, and therein described as follows:

"Beginning at the intersection of the Easterly boundary line of the West half of Section 23, Township 3 North, Range 1 East, M.D.B. & M., with the Southerly boundary line of the 712.74 acre parcel of land described in the Deed from Robert Donald and wife to May Lucille Donald dated March 24, 1919 and recorded in the Office of the County Recorder of said County of Solano in Book 237 of Deeds at Page 463 from which the 2 inch iron pipe with a brass cap (marked 1/4 Cor. \$23 / \$26 L.S. 2741) marking the South quarter corner of said Section 23 bears South 0°02'10" West 602,58 feet distant and running thence North 0°02'10" East, along the Easterly boundary line of the West half of said Section 23, a distance of 1537.42 feet; thence South 89°51'41" West 2636.10 feet to a point in the Westerly boundary line of said Section 23; thence South 53°30'23" West 2495.85 feet to a point in the Easterly boundary line of County Road No. 68; thence South 1°17'46" East, along the Easterly boundary line of County Road No. 68, a distance of 578.82 feet to the Southwest corner of the parcel of land described in the Deed from Montezuma Union School District of Solano County to May Donald Butler dated January 4, 1961 and recorded in the Office of said County Recorder in Book 1064 of Official Records at Page 424; thence along the boundary line of the parcel of land described in said Deed dated January 4, 1961 the following two courses, namely: North 89°42'14" East 229.02 feet to the Southeast corner of the parcel of land described in said Deed dated January 4, 1961 and North 3°32'46" West 300.30 feet to the Northeast corner of the parcel of land described in said Deed dated January 4, 1961, said Northeast corner being in the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land the following two courses, namely: North 66°12'14" East 508.20 feet and South 14°32'46" East 706.21 feet; thence North 67°44'55" East 260.10 feet to a point in the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land the following three courses, namely: North 89°51'41" East 215.82 feet, North 0°08'19" West 602.58 feet and North 89°51'41" East 3320.59 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion thereof lying within the boundary lines of the parcels of land designated Parcel 1 and Parcel II in the Deed from the Roman Catholic Bishop of Sacramento to Pacific Gas and Electric Company dated October 16, 1962 and recorded in the Office of said County Recorder in Book 1167 of Official Records at Page 362 and re-recorded in Book 1170 of Official Records at Page 399 and in Book 1179 of Official Records at Page 227."

FURTHER EXCEPTING THEREFROM all oil, gas, and other minerals within or underlying said parcel of land as and to the extent excepted and reserved in said Deed from May Donald Butler to Pacific Gas and Electric Company dated April 15, 1965.

APN: 0090-100-130 0090-130-180, 0090-130-220 0090-140-110, 0090-140-160

Parcel Four:

The East half of Section 23, Township 3 North, Range 1 East, M.D.B. & M., as said Section 23 is shown and so designated upon the Record of Survey Map filed April 18, 1979 and recorded in Book 14 of Surveys at Page 64, Solano County Records.

EXCEPTING THEREFROM the Northerly 935.00 feet of the Easterly 2340.00 feet of said East half of Section 23.

And all that certain parcel approximately 3 acres in Section 14, lying in the Southeast quarter of said Section 14 in Township 3 North, Range 1 East, M.D.B. & M., bounded on the North by County Road No. 595, on the East by the lands once owned by Talbert, on the West by the West line of the Southeast quarter of said Section 14 and on the South by the South line of said Section 14.

#### RP 345-S, RP 386-S, RP 394-S, RP 398-S

EXCEPT that portion of said 3 acre parcel described as follows:

COMMENCING at the North quarter corner of said Section 23;

Thence North 89°50'07" East along the Northerly line of said Section 23, to a point lying 2340.00 feet from the Northeast corner of said Section 23, said point being the TRUE POINT OF BEGINNING; thence leaving said Northerly line on a line parallel with the Easterly line of said Section 23, North 0°05'39" East 172.74 feet, to the Southeasterly line of Talbert Lane (formerly known as County Road No. 595);

Thence along said Southeasterly line South 73°39'52" East 343.00 feet to the intersection of the Southeasterly line of Talbert Lane with the Westerly line of the lands once owned by Talbert;

Thence leaving said Southeasterly line, South 12°35'08" West, 77.22 feet, along the Westerly line of said lands, to a point on the Northerly line of said Section 23, distant thereon 2027.39 feet from the Northeast corner of said Section 23; thence along said Northerly line of Section 23, South 89°50'07" West 312.61 feet to the true POINT OF BEGINNING.

Being portions of Parcel No. One, as said Parcel No. One is described in the Deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964, and recorded in Book 1294 of Official Records at Page 628, Solano County Records.

APN: 0090-100-410

Parcel Five:

BEGINNING at the Southwest corner of Section 24, thence along Section line between Sections 23 and 24, North 00°05'39" East, 4823.90 feet; thence leaving said Section line, North 87°19'58" East, 1529.68 feet; thence South 23°34'08" East 2437.31 feet; thence South 57°24'18" East 1512.67 feet; thence, South 25°31'51" East, 608.09 feet; thence South 51°15'24" West, 321.20 feet; thence South 43°00'24" West 448.40 feet; thence, South 11°59'36" East , 798.60 feet; thence North 89°47'54" West 3656.35 feet, to the POINT OF BEGINNING.

Being a portion of Section 24, Township 3 North, Range 1 East, Mount Diablo Base and Meridian, and further being a portion of the land described in the Deed from the Dow Chemical Company, a Delaware corporation to Sacramento Municipal Utility District, recorded December 10, 2004, Instrument No. 2004-177386, Official Records and also described as Parcel "B" in the Certificate of Compliance Lot Line Adjustment recorded September 4, 2009, Instrument No. 2009-77025, Official Records.

APN: 0090-100-370

Parcel Six:

COMMENCING at the Northeast corner of Section 29, thence along the Section line between Sections 20 and 21, North 00°04'59" West, 1638.43 feet, to the POINT OF BEGINNING for this description; thence, South 85°59'43" West 1709.97 feet; thence, South 08°36'02" East 2243.03 feet; thence, South 61°34'07" West 1227.54 feet; thence, North 01°08'45" East 2289.14 feet; thence, North 16°33'37" West 485.16 feet; thence, North 00°00'46" West 612.62 feet; thence, North 69°41'50" West 485.58 feet; thence, South 56°05'56" West 385.39 feet; thence, South 14°44'31" East 1381.45 feet; thence, South 01°13'47" West 823.62 feet; thence, South 37°54'45" West 956.85 feet; thence, South 24°11'42" East 970.41 feet; thence, South 45°23'53" West 361.29 feet; thence, North 29°38'58" West 922.27 feet; thence, South 41°22'19" West 476.71 feet; thence, North 80°24'06" West 1021.75 feet; thence, South 40°05'41" West 274.72 feet; thence, South 62°03'44" East 1634.63 feet; thence, South 39°04'41" West 272.47 feet; thence, North 66°42'22" West 860.63 feet; thence, South 48°16'14" West 265.65 feet; thence, South 06°30'01" East 803.53 feet; thence, South 60°19'49" West 1624.60 feet; thence, North 76°49'56" West 1242.80 feet; thence, North 62°23'56" West 1273.32 feet;

# RP 345-S, RP 386-S, RP 394-S, RP 398-S

thence, North 22°31'32" West 741.05 feet; thence, North 32°00'55" East 1293.86 feet; thence, North 48°38'04" East 1349.30 feet; thence, South 33°33'35" East 623.26 feet; thence, North 39°36'13" East 1417.64 feet, thence, North 75°37'38" West 872.78 feet; thence, North 36°46'00" East 784.44 feet; thence, North 46°55'17" East 868.36 feet; thence, South 53°47'51" East 727.26 feet; thence, North 38°28'18" East 535.97 feet; thence, North 44°32'25" West 528.13 feet; thence, North 42°04'55" East 869.44 feet; thence, North 48°47'23" West 938.11 feet; thence, South 21°40'45", West 791.00 feet; thence, South 40°30'18" West 462.43 feet; thence, South 53°31'43" West 1295.50 feet; thence, North 32°27'06" West 964.44 feet; thence, South 58°29'02" West 646.05 feet; thence, South 32°04'00" East 1013.63 feet; thence, South 38°17'11" West 1202.63 feet; thence, North 40°19'20" West 625.01 feet; thence, South 30°15'24" West 843.99 feet; thence, North 21°12'11" West 1794.62 feet; thence, South 67°52'18" West 413.66 feet; thence, North 17°41'31" West 774.35 feet; thence, North 41°08'45" East 1714.18 feet; thence, North 04°42'24" East 559.10 feet; thence, North 61°08'45" West 689.01 feet; thence, South 42°19'27" West 502.59 feet; thence South 68°17'22" West 574.96 feet; thence South 87°06'36" West 654.26 feet; thence, North 46°18'01" West 570.41 feet; thence, North 36°06'20" West 354.93 feet; thence, North 38°50'19" West 1055.14 feet; thence, North 49°38'32" East 139.80 feet; thence, North 83°28'32" East 1778.70 feet; thence, South 84°36'28" East 379.50 feet; thence, South 14°00'03" West 48.18 feet; thence South 83°25'57" East 683.76 feet; thence, South 42°35'57" East 316.55; thence, South 29°50'57" East 191.40 feet; thence, South 10°26'15" East 46.20 feet; thence, South 07°28'50" West 341.67 feet; thence, South 65°11'10" East 290.40 feet; thence, North 40°18'15" East 901.56 feet; thence, North 49°33'15" East 173.58 feet; thence, North 54°03'15" East 182.82 feet; thence, North 77°03'15" East, 493.02 feet; thence, North 81°33'15" East 489.64 feet; thence, North 81°43'10" East, 493.06 feet; thence, South 85°16'50" East 4844.44 feet; thence, South 75°46'50" East 191.40 feet; thence South 67°16'50" East 306.90 feet; thence, South 25°46'50" East 2180.64 feet; thence, North 79°13'10" East 1320.00 feet; thence, North 76°28'10" East 454.08 feet; thence, South 06'56'50" East, 978.78 feet; thence, South 89°16'50" East, 304.92 feet; thence, South 87°16'50" East, 855.36 feet; thence, South 84°46'50" East, 346.50 feet; thence, South 86°46'50" East, 231.0 feet; thence, North 80°58'10" East 580.14 feet; thence, South 33°34'50" East 79.20 feet; thence, South 43°44'50" East, 458.70 feet; thence, South 87°14'50" East 163.38 feet; thence, South 00°04'59" East 366.65 feet, to the POINT OF BEGINNING.

Being portions of Section 13 & 24, projected Sections 25 & 26 of Township 3 North, Range 1 East, and portions of Sections 28, 29, 30 and 31 of Township 3 North, Range 2 East, Mount Diablo Base & Meridian and further being a portion of the land described in the Deed from Dow Chemical Company, a Delaware corporation to Sacramento Municipal Utility District, a municipal utility district, recorded December 10, 2004, instrument no. 2004-177386 and described as Parcel "C" in the Certificate of Compliance Lot Line Adjustment recorded September 4, 2009, Instrument No. 2009-77025, Official Records.

### Excepting from Parcels Five and Six:

1. An undivided one-fourth (1/4) interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and rights necessary, incidental, convenient, or otherwise appurtenant to the exploration for, production, storage, and transportation thereof and also the right to drill for, produce, and use water from the said real property in connection with any drilling or mining operations thereon, as saved and excepted in the Deed from Reuel D. Robbins Jr., to Solano County Title Company, dated April 9, 1952, recorded April 14,1952, in Book 618 of Official Records, Page 100, Instrument No. 5109.

2. An undivided one-eighth (1/8) interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and rights necessary, incidental, convenient, or otherwise appurtenant to the exploration for, production, storage, and transportation thereof, and also the right to drill for, produce, and use water from the said real property in connection with any drilling or mining operations thereon, as saved and excepted in the Deed from John Grant Sutton, Junior, to Solano County Title Company, dated April 9, 1952, recorded April 14, 1952, in Book 618 of Official Records, Page 104, Instrument No. 5110.

3. An undivided one-eighth (1/8) interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and rights necessary, incidental, convenient, or otherwise appurtenant to the exploration for, production, storage and transportation thereof and also the right to drill

### RP 345-S, RP 386-S, RP 394-S, RP 398-S

for, produce and use water from said real property in connection with any drilling or mining operation thereon, as saved and excepted in the Deed from Bush & Co., to Solano County Title Company, dated April 10, 1952, recorded April 14, 1952, in Book 618 of Official Records, Page 108, Instrument No. 5111.

4. An undivided one-fourth (1/4) interest in all oil, gas and other hydrocarbons and minerals below a depth of five hundred (500') feet as reserved in the Deed recorded December 15, 1975, Book 1975, Page 56217, Official Records.

APN:

0090-100-390 0090-180-260, 0090-180-270 0090-220-300

Parcel Seven:

The parcels of land described and designated Parcel 1 and Parcel 3 in the Document entitled "Certificate of Compliance Lot Line Adjustment CC-12-05" recorded January 29, 2014, as Recorder's Serial Number 201400005815 in the Official Records of Solano County and therein described as follows:

#### Parcel 1:

BEGINNING at the Northeast corner of the parcel of land conveyed by Solano County Title Company to Pacific Gas and Electric Company by Deed dated May 28, 1964, and recorded in Book 1273 of Official Records at Page 258, Solano County Records, and running along the Northerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964.

(1) South 89°15'00" West (South 89°55' West according to said Deed dated May 28, 1964) 2240.04 feet to the Northwest corner of the parcel of land conveyed by said Deed dated May 28, 1964; thence running along the Westerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964.

(2) South 0°20'00" East 1475.04 feet to a point distant 1475 feet Southerly from (measured at a right angle to) the Northerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964, and its Westerly prolongation; thence leaving said Westerly boundary line and running along a line which is, parallel with the Northerly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964.

(3) North 89°15'00" East 2243.56 feet to a point in the Southwesterly boundary line of the 60-foot wide road Easement described in, and shown on, Exhibit "B" attached to the Grant Deed from Pacific Gas and Electric Company to Southern Energy Delta, L.L.C., dated April 15, 1999, and recorded as Recorder's Serial Number 99-33916 in the Official Records of Solano County; thence leaving said parallel line and running Northerly along the Southwesterly boundary line of said 60-foot wide road easement.

(4) Northerly on a curve to the right with a radius of 690.00 feet, through a central angle of 1°05'02" and tangent at the Northerly terminus thereof to a line which has a bearing of North 5°20'55" West, an arc distance of 13.05 feet to a point in the Easterly boundary line of the parcel of land conveyed by Walter Whitman and others to Pacific Gas and Electric Company by Deed dated December 10, 1962, and recorded in Book 1180 of Official Records at Page 406, Solano County Records; thence leaving said Southwesterly boundary line and running along the Easterly boundary line of the parcel of land conveyed by said Deed dated December 10, 1962, and along the Easterly boundary line of the parcel of land conveyed by said Deed dated December 10, 1962, and along the Easterly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964, said Easterly boundary lines being also portions of the North-South quarter section line of Section 26, Township 3 North, Range 1 East, M. D. M.

(5) North 0°15'00" West 859.45 feet to the North quarter corner of said Section 26; thence continuing along the Easterly boundary line of the parcel of land conveyed by said Deed dated May 28, 1964, said Easterly boundary line,

### RP 345-S, RP 386-S, RP 394-S, RP 398-S

Being in part the North-South quarter Section line of Section 23, Township 3 North, Range 1 East, M. D. M.

(6) North 0°40'00" West 602.58 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM the portion thereof lying within the boundary lines of the county road known as Stratton Road (County Road No. 493); being portions of (I) the parcel of land conveyed by said Deed dated May 28, 1964, (II) the parcel of land conveyed by said Deed dated December 10, 1962, and (III) the parcel of land described and designated Parcel No. Two in the Deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964, and recorded in Book 1294 of Official Records at Page 628, Solano County Records.

APN: 0090-120-300 0090-130-190, 0090-130-200, 0090-130-370

Parcel 3:

BEGINNING at the North quarter corner of Section 26, Township 3 North, Range 1 East, M. D. M., said North quarter corner being also the Northwest corner of the parcel of land described and designated Parcel No. Two in said Deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964, and recorded in Book 1294 of Official Records at Page 628, Solano County Records, and running along the North line of said Section 26 and along the North line of Section 25, Township 3 North, Range 1 East, M. D. M., said North lines being also the Northerly boundary line of said Parcel No.

Two,

(1) East 4586.34 feet to the Northeast corner of said Parcel No. Two; thence running along the Easterly boundary line of said Parcel No. Two (2) South 17°30'00" West 650.10 feet; thence (3) South 45°45'00" West 990.66 feet; thence (4) South 44°00'00" West 102.96 feet; thence (5) South 24°15'00" West 285.78 feet; thence (6) South 19°00'00" West 239.58 feet; thence (7) South 13°30'00" West 155.76 feet to a point in the approximate 35-foot contour as described in the description of said Parcel No. Two, said 35-foot contour forming, in part, the general Southerly boundary line of said Parcel No. Two: thence running along said approximate 35-foot contour and said general Southerly boundary line (8) South 28°20'00" West 193.8 feet; thence (9) South 49°08'00" West 101.0 feet; thence (10) South 77°44'00" West 175.1 feet; thence (11) South 17°42'00n West 207 feet; thence (12) South 40°40'00" West 97 feet; thence (13) South 86°24'00n West 76 feet; thence (14) North 41°10'00" West 219 feet; thence (15) North 16°04'00" West 148 feet; thence (16) North 23°36'00" East 191 feet; thence (17) North 49°23'00" West 125 feet; thence (18) North 13°58'00" West 100 feet; thence (19) North 0°56'00" East 120 feet; thence (20) North 11°48'00" West 156 feet; thence (21) North 3°30'00" West 157 feet; thence (22) North 2°17'00" West 132 feet; thence (23) North 22°44'00" East 412 feet; thence (24) North 29°33'00" East 228 feet; thence (25) South 72°37'00" West 187.1 feet; thence

RP 345-S, RP 386-S, RP 394-S, RP 398-S

(26) South 36°11'00" West 175 feet; thence (27) South 71°57'00" West 92.1 feet; thence (28) North 76°02'00" West 185.1 feet; thence (29) South 33°44'00" East 137 feet; thence (30) South 23°21'00" East 94 feet; thence (31) South 13°14'00" West 157 feet; thence (32) South 2°59'00" West 399 feet; thence (33) South 0°53'00" West 234 feet; thence (34) South 26°23'00" West 148 feet; thence (35) South 2°27'00" East 253 feet; thence (36) South 11°35'00" West 64 feet; thence (37) South 87°21'00" West 74 feet; thence (38) North 65°26'00" West 189.1 feet; thence (39) North 81°54'00" West 210.1 feet; thence (40) South 80°59'00" West 129.1 feet; thence (41) North 40°22'00" West 116 feet; thence (42) North 83°10'00" West 134.1 feet; thence (43) North 62°13'00" West 92 feet; thence (44) North 24°36'00" West 113 feet: thence

(45) North 4°02'00" East 171 feet; thence

(46) South 62°08'00" West 163.1 feet; thence

(47) South 26°48'00" West 87.05 feet, more or less, to the point of intersection of the general Southerly boundary line of said Parcel No. Two with the Southwesterly boundary line of the 60-foot wide road easement described in, and shown on, Exhibit "B" attached to the Grant Deed from Pacific Gas and Electric Company to Southern Energy Delta, L.L.C., dated April 15, 1999, and recorded as Recorder's Serial Number 99-33916 in the Official Records of Solano County, said point being also a point in the Northeasterly boundary line of the parcel of land described and designated Parcel 2 in the "Certificate of Compliance Lot Line Adjustment CC-12-05" recorded January 29, 2014 as Instrument No. 201400005815 of Official Records; thence leaving the general Southerly boundary line of said Parcel No. Two and said approximate 35 foot contour line and running along the Southwesterly boundary line of said 60-foot wide road easement, said Southwesterly boundary line being in part the Northeasterly boundary line of said Parcel 2,

(48) North 27°12'48" West 80.38 feet; thence

(49) Northwesterly on a non-tangent curve to the left with a radius of 190.00 feet, through a central angle of 27°54'07" and tangent at the Southeasterly terminus thereof to a line which has a bearing of North 29°10'00" West, an arc distance of 92.53 feet; thence

(50) North 57°04'07" West 81.68 feet; thence

(51) Northwesterly on a curve to the left with a radius of 510.00 feet, through a central angle of 25°19'54", an arc distance of 225.48 feet; thence

(52) North 82°24'04" West 72.50 feet; thence

(53) Northwesterly on a curve to the right with a radius of 520.00 feet, through a central angle of 32°07'01", an arc distance of 291.06 feet; thence

(54) North 50°17'02" West 304.49 feet; thence

(55) Northwesterly on a curve to the right with a radius of 505.00 feet, through a central angle of 35°24'22", an arc distance of 312.07 feet; thence

(56) North 14°52'40" West 237.18 feet; thence

(57) Northerly on a curve to the right with a radius of 690.00 feet, through a central angle of 8°26'43", an arc distance of 101.71 feet to the Southeast corner of the parcel of land described and designated Parcel 1 in the "Certificate of Compliance Lot Line Adjustment CC-12-05" recorded January 29, 2014, as instrument No. 201400005815 of Official Records; thence leaving the Northeasterly boundary line of said Parcel 2 and running along the Easterly boundary line of said Parcel 1

(58) Northerly on a curve to the right with a radius of 690.00 feet, through a central angle of 1°05'02" and tangent at the Northerly terminus thereof to a line which has a bearing of North 5°20'55" West, an arc distance of 13.05 feet; thence (59) North 0°15'00" West 859.45 feet to the POINT OF BEGINNING; EXCEPTING THEREFROM the portion thereof lying

RP 345-S, RP 386-S, RP 394-S, RP 398-S

within the boundary lines of the county road known as Stratton Road (County Road No. 493); being a portion of the parcel of land described and designated Parcel No. Two in said Deed dated September 21, 1964.

APN: 0090-180-240

### Parcel Eight:

COMMENCING at a point on the North line of Section 25, Township 3 North, Range 1 East, Mount Diablo Meridian, distant 20 chains West from the Northeast corner of said Section and running thence West along a fence on the Southerly line of the Land of W.B. Brown, 30.51 chains; thence South 17°30' West, 9.85 chains to a fence post marked "B", thence South 46°45' West, 15.01 chains to a fence post marked "C"; thence South 44° West, 1.56 chains to a fence post marked "D"; thence South 24°15' West, 4.35 chains to a fence post marked "E"; thence South 19° West 3.63 chains to a fence post marked "F", thence South 13°30' West 4.80 chains to a fence post marked "G"; thence South 31°30' West, 10.33 chains to a fence post marked "H"; thence South 13° West 2.01 chains to a fence post marked "I"; thence South 68°15' East, 10.53 chains to a telegraph pole marked "3"; thence South 62° East 8.47 chains to a fence post marked "K"; thence South 22°03' West 1,644.9 feet to the most Southwesterly corner of that tract of land of which easement rights were obtained from Anne Kierce, et al, by the United States of America by Final Order of Condemnation, dated April 22, 1913 in that certain Action No. 15,405 in the District Court of the United States Northern District of California, Second Division entitled: "United States of America vs. Anne Kierce, et al", a certified copy thereof recorded in Book 208 of Deeds, Page 149, Solano County Records, thence along the boundary of said tract South 66°05" East, 3,429.4 feet to the Southeasterly corner thereof, thence along the line between lands formerly of Kierce and Robbins North 0°23' East, 27.00 chains, more or less, to corner; thence South 89°55" West, 20.06 chains to a fence corner; thence North 0°15' East 15 chains to a fence corner; thence North 69" East 1.03 chains to a fence corner thence North 87° East, 1.92 chains to a post in fence; thence along the Westerly boundary line of land of Edward Jenkins, according to a Survey made by W.W. Fitch, as follows:

North 15° East, 4.50 chains; North 35°30' East, 2.50 chains; North 49° East, 3.45 chains; North 35° East, 5 chains; North 25° East, 3.50 chains; North 35° East, 7 chains; North 48°45' East, 9 chains; North 32°15' East, 3 chains; North 65°45' West, 6 chains; North 37°15' West, 5 chains; North 15°30' East, 6.25 chains; North 89° East, 11.50 chains; North 34°30' West, 10.35 chains to the POINT OF COMMENCEMENT, being a portion of Sections 25 and 36, Township 3 North, Range 1 East, Mount Diablo Meridian.

EXCEPTING THEREFROM that portion thereof described in Deed from F.J. Kierce et al, to Sacramento and San Joaquin Drainage District, dated January 15, 1921 recorded January 22, 1921 in Book 254 of Deeds at Page 188.

#### APN:

0090-180-030 (portion) 0090-180-040 (portion) 0090-180-050 (portion)

#### Parcel Nine:

All that certain parcel or tract of real property situate, lying in and being a portion of Sections 25 and 36, Township 3 North, Range 1 East, Mount Diablo Base and Meridian, Solano County, California; said parcel being particularly described as follows:

BEGINNING at a point common to the lands of S. and S.J.D.D. and the lands now or formerly owned by Edward Jenkins and R.D. Robbins, said point being located South 73°16'30" East, 4,562.10 feet from U.S.C. and B.S. Pier No. 2; said point being the most Southeasterly corner of that land conveyed in the matter of the Estate of John Kierce, deceased, to Anne Kierce, widow, et al., by Deed dated June 1, 1894 and recorded June 11, 1894 in Book 118 of Deeds, at Page 314 Solano County Records, California; thence from said POINT OF BEGINNING, along the common boundary of the lands of S. and S.J.D.D. and Edward Jenkins, North 14°28'00" East 289.40 feet to the approximate location of the 35 foot contour, U.S.

### RP 345-S, RP 386-S, RP 394-S, RP 398-S

Engineers Datum; thence leaving said common boundary and following approximately said 35 foot contour the following thirty-two courses:

(1) South 72°39"00" West 182.10 feet; (2) North 89°50'00" West 90.00 feet; (3) South 42°56'00" West 145.20 feet; (4) South 22°17'00" West 89.70 feet; (5) South 88°14'00" West 97.00 feet; (6) North 70°08'00" West 88.30 feet; (7) North 08°05'00" West 206.10 feet; (8) North 31°05'00" West 140.20 feet; (9) South 67°32'00" West 279.10 feet; (10) South 80°10'00" West 351.10 feet; (11) South 81°01'00" West 157.10 feet; (12) South 77°14'00" West 162.10 feet; (13) North 77°28'00" West 217.00 feet; (14) North 53°26'00" West 142.00 feet; (15) North 04°50'00" West 78.00 feet; (16) North 23°24'00" East 146.00 feet; (17) North 34°38'00" East 136.00 feet; (18) North 49°14'00" East 202.00 feet; (19) South 68°51'00" West 135.00 feet; (20) South 80°42'00" West 107.00 feet; (21) South 57°20'00" West 128.00 feet; (22) South 64°32'00" West 102.00 feet; (23) South 59°24'00" West 70.00 feet; (24) North 88°22'00" West 158.00 feet; (25) North 67°28'00" West 97.00 feet; (29) North 25°13'00" East 160.00 feet; (30) North 29°41'00" East 242.00 feet; (31) North 92°14'00" East 113.00 feet and (32) North 19°36'00" West 119.00 feet, more or less, to the property line common to lands of S. & S.J.D.D. and lands now or formerly owned by L.P. Marshall; thence leaving said 35-foot contour and along said common boundary the following six courses:

South 13°30'00" West 227.00 feet; (2) South 32°00'00" West 670.00 feet; (3) South 13°00'00" West 138.60 feet; (4) South 68°15'00" East 698.30 feet; (5) South 62°00'00" East 551.20 feet: and (6) South 22°06'00" West 1404.60 feet to the right bank of the Sacramento River, thence leaving said common boundary, upstream, along said bank of river, South 62°02'50" East 758.32 feet and thence South 66°05'00" East 2600 feet, more or less, to said common boundary of the land of R.D. Robbins and S. & S.J.D.D. thence leaving said bank of river and along said last named common boundary the following five courses:

(1) North 00°35'00" East 1719.26 feet; (2) North 89°26'00" West 1320.20 feet; (3) North 00°15'00" East 990.00 feet; (4) North 69°00'00" East 68.00 feet; and 5) North 87°00'00" East 126.70 feet, more or less, to the POINT OF BEGINNING.

#### **EXCEPTING THEREFROM:**

All oil, gas, oil shale, coal phosphate, sodium, gold, silver and all other mineral deposits, whether similar to those specified herein or not, in, on or under the surface of the real property described herein or any part thereof, including all rights of ownership therein, and the right to explore and prospect for, mine, develop and operate facilities for any or all of said products upon the said real property, together with all incidents necessary thereto which an owner of real property may or might exercise upon his own and having fee simple title thereto, as reserved in the Deed from Sacramento and San Joaquin Drainage District, dated June 18, 1954 recorded June 24, 1955 in Book 775 of Official Records Page 432 Instrument No. 12202.

#### ALSO EXCEPTING THEREFROM:

#### The parcel of land described as follows:

BEGINNING at a point on the East line of that certain 133.74 acre tract of land conveyed to the Sacramento and San Joaquin Drainage District by Deed recorded January 22, 1921 in Book 254 of Deeds, Page 188, Records of Solano County, California, said POINT OF BEGINNING bearing North 0°35' East along the East line of said 133.74 acre tract a distance of 203.44 feet from the Southeast corner thereof; thence from said POINT OF BEGINNING and proceeding North 0°35' East along the East line of said 133.74 acre tract a distance of 1719.86 feet to a corner on the East side of said tract; thence North 89°26' West along an East-West line on the Easterly side of said tract a distance of 1320.20 feet to a corner on the East side of said tract; thence South 0°15' West a distance of 1152.74 feet to a point; thence South 66°05' East a distance of 1430.49 feet to the POINT OF BEGINNING.

APN: 0090-180-030 (portion)

RP 345-S, RP 386-S, RP 394-S, RP 398-S

0090-180-040 (portion) 0090-180-050 (portion)

Parcel Ten:

COMMENCING at a point on the North line of Section 25, Township 3 North, Range 1 East Mount Diablo Meridian, on the West line of that certain Tract conveyed by Wm. B. Brown to Edward Jenkins by Deed dated January 25, 1892 and recorded in Book 113 of Deeds, Page 48, Solano County Records, and running thence along the line between lands of Edward Jenkins and Robbins as follows:

North 12° West, 12.10 chains; North 43° East, 6.80 chains; North 51-1/4° East, 7.57 chains; North 88° East, 2.50 chains; North 75-3/4° East, 2.47 chains; South 81-1/2° East 3.86 chains; South 19-3/4° East 7.81 chains; South 12-1/2° East, 9.18 chains; South 16°25' East, 23.92 chains; South 22° East, 3.27 chains; South 7-1/2° East, 14.50 chains; South 10° West 9.65 chains; South 25° West, 944.46 feet; South 37° West, 3 chains; South 89° West, 4.25 chains; North 74° West, 17.50 chains; South 74-1/2° West, 2.50 chains; North 87° West, 1.50 chains; South 84° West, 3.00 chains; North 63° West, 1.82 chains; North 7° West, 3.50 chains; North 63° West, 1 chain; South 87° West, 4 chains to the Southwest corner of land of Edward Jenkins, and being on the East line of land of Sacramento San Joaquin Drainage District; thence North 15° East, 4.50 chains; North 35-1/2° East, 2.50 chains; North 49° East, 3.45 chains; North 35° East, 5 chains; North 25° East, 3.50 chains; North 35-1/2° East, 5 chains; North 48-3/4° East, 9 chains; North 32-1/4° West, 3 chains; North 65-1/4° West, 6 chains; North 37-1/4° West, 5 chains; North 15-1/2° East, 6.25 chains; North 89° East, 11.50 chains; North 34-1/2° West, 10.35 chains to the North line of Section 25, and thence West, 4.23 chains to the PLACE OF BEGINNING, being a portion of Sections 24 and 25 Township 3 North, Range 1 East, and a portion of Section 30, Township 3 North, Range 2 East, Mount Diablo Base and Meridian.

APN: 0090-180-070

**Parcel Eleven:** 

The parcels of land described in the Deed from the Roman Catholic Bishop of Sacramento to Pacific Gas and Electric Company dated October 16, 1962, and recorded in Book 1167 of Official Records at Page 362, Solano County Records, and re-recorded in Book 1170 of Official Records at Page 399, and in Book 1179 of Official Records at Page 227, and therein described as follows:

Parcel A:

The parcel of land conveyed to the Roman Catholic Archbishop of San Francisco by Deed dated March 8, 1887, and recorded in the Office of the County Recorder of said County of Solano, in Book 132 of Deeds, at Page 75.

Said Parcel being more particularly described in said Deed dated March 8, 1887, as Parcel Eighteen and as follows:

Starting from the county road leading from Collinsville and running East fourteen (14) rods on the South line of Section Twenty Three (23); thence North eight (8) rods to a stake being the established corner of this Deed; thence running 20 rods North on a line of the school house plot; thence 12 rods East; thence running South twenty (20) rods; thence twelve (12) rods West to the PLACE OF BEGINNING.

#### Parcel B:

The parcel of land conveyed to the Roman Catholic Archbishop of San Francisco by Deed dated December 31, 1907 and recorded in the Office of said County Recorder in Book 169 of Deeds at Page 200."

Said parcel being more particularly described in said Deed dated December 31, 1907, as follows:

### RP 345-S, RP 386-S, RP 394-S, RP 398-S

BEGINNING at the Southwest corner of tile Roman Catholic Church lot near Collinsville conveyed by E. I. Upham to P.W. Riordan by Deed dated January 07, 1888, thence South 3-1/4° East, 83 feet to the Northerly line of County Road No. 493; thence along said line South 73-3/4° East 160 feet; thence North 3-1/4° West 128 3/10 feet; thence West 150 feet to the PLACE OF BEGINNING; containing 15,825 square feet, being part of the land conveyed by Estate of E.I. Upham to J. C. O'Neal by Deed dated September 18, 1899.

APN: 0090-140-170

Parcel Twelve:

The parcel of land described in the Deed from Clifford Dana and Dora Dana to Pacific Gas and Electric Company dated November 28, 1962 and recorded in Book 1180 of Official Records at Page 411, Solano County Records, and therein described as follows:

A portion of that certain parcel of land conveyed to Fontana Farms Company by Deed recorded August 28, 1945 in Book 330, Page 388, Instrument No. 8634, Official Records of Solano County, California, said portion being more particularly described as follows: BEGINNING at a point in the center of County Road No.493, said point bearing North a distance of 602.58 feet , West a distance of 3315.27 feet and South 0° 36' 30" West a distance of 575.28 feet from the quarter Section corner common to Sections 23 and 26, Township 3 North, Range 1 East, m. d. b. & m., Solano County, California; thence from said POINT OF BEGINNING North 70°12' East along the center of said county road a distance of 221.00 feet to a point on the Westerly line of that certain 44.41 acre parcel of land conveyed to John F. Malloy, et ux, by Deed recorded March 26, 1957, In Book 874, Page 360, Instrument No. 5073, Official Records of Solano County, California; thence along the Westerly line of said Malloy parcel the following courses and distances, South 33°32'40" West a distance of 74.80 feet; thence South 70°02'40" West a distance of 90.00 feet; thence South 0°03'20" East a distance of 40.00 feet; thence South 26°41'20" East a distance of 250.00 feet; thence South 65°30'20" East a distance of 50.11 feet: thence South 6°03'20" East a distance of 61.14 feet; thence South 84°02'40" West a distance of 165.00 feet; thence North 56°12'20" West to and along the Easterly line of that certain parcel described as Parcel No. 2 in that certain Decree, a certified copy of which was recorded October 15, 1926, in Book 284 of Deeds, Page 162, Instrument No. 3479, Records of Solano County, California; thence continuing along the Easterly line of said Parcel No. 2 the following courses and distances: North 5°06'20" West a distance of 145.00 feet; thence North 40°37'10" West a distance of 131.86 feet to a point on the Southerly line of said County Road No. 493; thence East along the Southerly line of said county road a distance of 178.20 feet; thence North 0°36'30" East a distance of 27.30 feet to the POINT OF BEGINNING. Located in the Southeast quarter of Section 22 and in the Northeast quarter of Section 27, Township 3 North, Range 1 East, M. D. B. & M., Solano County, California.

EXCEPTING FROM said real property all rights to minerals, oil, gas, or other hydrocarbon substances in, under or upon said real property, as reserved in the Deed from Kings County Land & Cattle Co. Incorporated to Clifford Dana and wife dated July 22, 1957, and recorded in the Office of said County Recorder in Book 893 of Official Records at Page 337.

APN: 0090-130-080, 0090-130-090

#### Parcel Thirteen:

The parcel of land described in the Deed from Savior Papetti and Marie Papetti to Pacific Gas and Electric Company dated April 3, 1962, and recorded in Book 1136 of Official Records at Page 163, Solano County Records, and therein described as follows:

Beginning at a point in the Southwest quarter of Section 23, Township 3 North, Range 1 East, M. D. B. & M., said POINT OF BEGINNING is determined by running North 602.85 feet; and thence West 2238.93 feet from the rotted remains of a 3 inch by 4 inch stake marking the North quarter corner of Section 26, Township 3 North, Range 1 East, M. D. B. & M., and running thence from the POINT OF BEGINNING as so determined South 0°16'10" West 407.20 feet to a point in the Northerly boundary line of County Road No.493; thence along the Northerly boundary line of County Road No. 493 the

### RP 345-S, RP 386-S, RP 394-S, RP 398-S

following two bearings and distances, namely: North 84°41'50" West 542.87 feet; and thence South 69°49'00" West 324.63 feet; thence South 33°09'40" West 44.44 feet to a point in the center line of County Road No. 493; thence South 69°49'00" West, along the center line of County Road No. 493, a distance of 222.09 feet; thence North 0°14'30" East 575.67 feet; thence North 89°37'00" East 1077.39 feet, more or less, to the POINT OF BEGINNING; containing 10.4 acres, more or less, and being a portion of said Section 23 and a portion of Section 22, Township 3 North, Range 1 East, M. D. B. & M. being the 10.4 acre parcel of land conveyed by Joseph Ragni and wife to Savior Papetti and wife by Deed dated April 1, 1958 and recorded in the Office of the County Recorder of said County of Solano in Book 930 of Official Records at Page 44.

Excepting from said real property all oil, gas, minerals, and other hydrocarbon substances as and to the extent excepted and reserved in the Deed from Fontana Farms Company to K. E. C. C. Inc., dated April 10, 1950 and recorded in the Office of said County Recorder in Book 530 of Official Records at Page 41.

FURTHER EXCEPTING from said real property all rights to minerals, oil, gas, or other hydrocarbon substances as and to the extent excepted and reserved in the Deed from Kings County Land & Cattle Co., Incorporated to Clifford Dana and wife dated July 22, 1957, and recorded in the Office of said County Recorder in Book 893 of Official Records at Page 337.

APN: 0090-130-070, 0090-130-130, 0090-130-140, 0090-130-160, 0090-130-170

#### Parcel Fourteen:

The parcel of land described in the Deed from Pace-Shear Radio, inc. to Pacific Gas and Electric Company dated April 7, 1964 and recorded in Book 1267 of Official Records at Page 25, Solano County Records, described as follows:

A description of a portion of that certain tract of land conveyed to K. E. C. C. Inc., by Deed recorded May 3, 1950, in Book 530, Page 41, Instrument No. 5604, Official Records of Solano County, California, said tract of land located in Sections 22, 23, 26 and 27, Township 3 North, Range 1 East, M.D.B. & M., Solano County, California and being more particularly described as follows:

BEGINNING at a point on the Northerly line of County Road No. 493, said point bearing North, a distance of 620.58 feet, West a distance of 2238.62 feet and South 0°39'10" West, a distance of 407.20 feet from the guarter Section corner common to Sections 23, and 26, Township 3 North, Range 1 East, M.D.B. & M., Solano County, California; thence from said POINT OF BEGINNING and proceeding along the Northerly line of said County Road No. 493 North 84°18'50" West a distance of 542.87 feet to an angle point in said road; thence continuing along said road South 70°12' West a distance of 324.63 feet; thence leaving the Northerly line of said road South 33°32'40" West a distance of 119.24 feet; thence South 70°02'40" West a distance of 90.00 feet; thence South 0°03'20" East a distance of 40.00 feet; thence South 26°41'20" East a distance of 250.00 feet; thence South 65°30'20" East a distance of 50.11 feet; thence South 6°03'20" East a distance of 61.14 feet; thence South 84°02'40" West a distance of 165.00 feet; thence North 56°12'20" West a distance of 103.21 feet; thence South 0°36'30" West a distance of 333.96 feet; thence South 4°23'30" East a distance of 248.16 feet; thence South 0°36'30" West a distance of 297.00 feet; thence South 39°08'30" East a distance of 351.12 feet; thence South 22°06'30" West a distance of 247.50 feet; thence South 73°23'30" East a distance of 132.00 feet; thence South 33°23'30" East a distance of 165.00 feet to Point "A"; thence South 33°23'30" East to the intersection thereof with the mean low water line on the Northerly bank of the Sacramento River; thence in an Easterly direction along said mean low water line to a point that bears South 0°30'10" West from Point "B", said Point "B" bearing the following courses and distances from said Point "A", North 60°06'30 East, a distance of 155.73 feet; thence North 11°12'30" East a distance of 400.47 feet; thence South 85°03'30" East a distance of 177.02 feet; thence leaving said Point "B" North 0°39'10" East a distance of 1895.29 feet to the POINT OF BEGINNING, containing 44.41 acres of land, more or less.

EXCEPTING THEREFROM all oil, gas, minerals and other hydrocarbon substances situate therein and thereunder or that may hereafter be situate therein and thereunder as to the extent excepted and reserved in the Deed from Fontana farms company, a California corporation to K. E. C. C., Inc., a corporation, dated April 10, 1950 and recorded May 3, 1950 in Book 530 of Official Records, Page 41, instrument No. 5604.

### RP 345-S, RP 386-S, RP 394-S, RP 398-S

APN: 0090-130-100, 0090-130-110, 0090-130-120, 0090-130-150

EXCEPTING FROM ALL PARCELS AND RESERVING unto and for Sacramento Municipal Utility District (Grantor), the right title and interest of Grantor in and to all of the following located on the Property as of March --, 2023 (a) meteorological towers and wind measurement equipment, wind turbine generators, including, without limitation, all components, foundations and supporting elements thereof; (b) solar radiation and solar energy monitoring devices and recording equipment and facilities with respect to solar energy resources; (c) solar energy collection cells, photovoltaic panels, concentrating solar technology equipment, mirrors, lenses and other facilities related to the harnessing of sunlight for photovoltaic or solar thermal electric generation, including, without limitation, all mounting substrates or supports and their associated structure and foundations; (d) battery storage facilities or other facilities related to the storage of energy, including, without limitation, all mounting substrates or supports and their associated structure and underground electrical transmission and telecommunication lines, electric transformers, switching stations, substations, radio relay systems, telecommunications equipment, control buildings, maintenance yards, fences, gates, signs and other safety and security protection facilities, and related facilities and equipment; (f) all maintenance buildings and/or equipment buildings used in connection with any of the foregoing; and (g) all other personal property or fixtures located on the Property and used in connection with any of the foregoing.

[end legal description]

8

2

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

LD 2103-01-0272	Recorded in Official Records, Solano County Marc C. Tonnesen Assessor/Recorder		1/05/2011 10:20 AM AR79 03
2010250 (01-09-025) 8 10 4 Collinsville Wind Project	P Craig Larrabee PG&E		
	Doc#: 201100001368	Titles: 1	Pages: 6
RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:		Fees Taxes <u>Other</u> PAID	28.00 0.00 <u>0.00</u> \$28.00
PACIFIC GAS AND ELECTRIC COMPANY 245 Market Street, N10A, Room 1015			

245 Market Street, N10A, Room 1015 P.O. Box 770000 San Francisco, California 94177

APN: 0090-100-130, 0090-100-220, 0090-100-230, 0090-120-080, 0090-130-180 & 0090-180-240 and 0090-180-220 & 0090-180-230

## AGREEMENT OF WAIVER OF SETBACK REQUIREMENTS

THIS AGREEMENT OF WAIVER OF SETBACK REQUIREMENTS (this "Waiver") is made as of <u>November</u> 29, 20/0 by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), and MIRANT DELTA, L.L.C., formerly Southern Energy Delta, L.L.C., a Delaware limited liability company, ("Mirant Delta").

### RECITALS

A. PG&E is the owner of the parcels of land situate in the County of Solano, State of California, described as follows: (a) the parcel described and designated PARCEL NO. ONE in the deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at page 628, Solano County Records; (b) the parcel described and designated PARCEL 1 in the deed from May Donald Butler to Pacific Gas and Electric Company dated April 15, 1965 and recorded in Book 1335 of Official Records at page 365, Solano County Records; (c) the parcel conveyed by Solano County Title Company to Pacific Gas and Electric Company by deed dated May 28, 1964 and recorded in Book 1273 of Official Records at page 258, Solano County Records; (d) and the parcel described and designated PARCEL NO. TWO in said deed dated September 21, 1964 (all hereinafter collectively referred to as "PG&E Property"). The PG&E Property is shown on EXHIBIT "A" attached hereto and made a part hereof.

B. Mirant Delta is the owner of the real property situate in said County of Solano conveyed by Pacific Gas and Electric Company to Southern Energy Delta, L.L.C. by deed dated April 15, 1999 and recorded as Recorder's Serial Number 99-33916 in the Official Records of Solano County ("**Mirant Delta Property**"), which lies contiguous to and southerly of the PG&E Property. The Mirant Delta Property is also shown on said EXHIBIT "A".

Agreement of Waiver of Setback Requirements 7.07.05

à.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

C. PG&E proposes to construct a wind energy development project ("PG&E Project") within the PG&E Property consisting of up to thirteen (13) wind turbines. The placement of these wind turbines will be in the areas as approximately shown on said EXHIBIT "A".

D. The PG&E Property and PG&E Project are subject to that certain setback requirement established by the Solano County Wind Turbine Siting Plan, dated 1987 (which is part of the Energy Element of Solano County's General Plan dated December 1980, as amended through June 2003), which requires a minimum setback of three times the total wind turbine height for installation and location of any wind energy generation facilities from any property line (the "Setback Requirement"). The Setback Requirement contains a provision for a waiver of the Setback Requirement provided that an agreement to do so can be been reached between adjacent parcel property owners. The execution and recordation of this Waiver in the Official Records of Solano County fulfills the requirement of such provision.

E. The parties now desire to acknowledge and agree to a waiver of the Setback Requirement, on the terms and conditions set forth in this Waiver.

# AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PG&E and Mirant Delta hereby agree, as follows:

1. Waiver of Setback Requirement on the PG&E Property. Mirant Delta hereby acknowledges and agrees to a waiver of the Setback Requirement as it applies to the PG&E Property, for purposes of installing, constructing, maintaining, and operating the wind energy generation facilities associated with the PG&E Project, to the extent that the minimum setback shall be six hundred sixty six (666) feet from the Mirant Delta Property and that no turbine blade shall hang over or otherwise cross the boundary line of the Mirant Delta Property. Mirant Delta agrees to execute, and, if appropriate, record in the Official Records of Solano County, any other instrument or document reasonably requested by PG&E, as long as such instrument or document is in a form satisfactory to Mirant Delta and is necessary to implement the terms of this Waiver as required by Solano County.

2. <u>Representations; Authority</u>. As further inducement to each party to enter into this Waiver, the parties hereby make the following representation, effective as of the date hereof:

(a) PG&E represents that PG&E is the sole legal owner and title holder of the PG&E Property;

(b) PG&E and Mirant Delta each represent and warrant that the individual signing on behalf of said party is duly authorized and empowered to do so.

3. <u>Successors and Assigns</u>. This Waiver shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

Agreement of Waiver of Setback Requirements 7.07.05

1 1

.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Waiver as of the date first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

,

12/20/10 By Jayne Batte Director

Land and Environmental Management

MIRANT DELTA, L.L.C., a Delaware limited liability company

. By: Name: John Chillemi Title: President

By: Name:\_ Title:

Agreement of Waiver of Setback Requirements 7.07.05

.

.

.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

.

State of California		1		
County of Contra (	205th	_ }		
On <u><i>November 29,2010</i></u> Date	before me, <u>J. M.</u>	bennan . Here Insert Name	No to my Pl	blic,
personally appeared	hn Chillemi;	President-	·	



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

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

WITNESS my hand and official seal.

Signature

# — OPTIONAL -

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## **Description of Attached Document**

Place Notary Seal Above

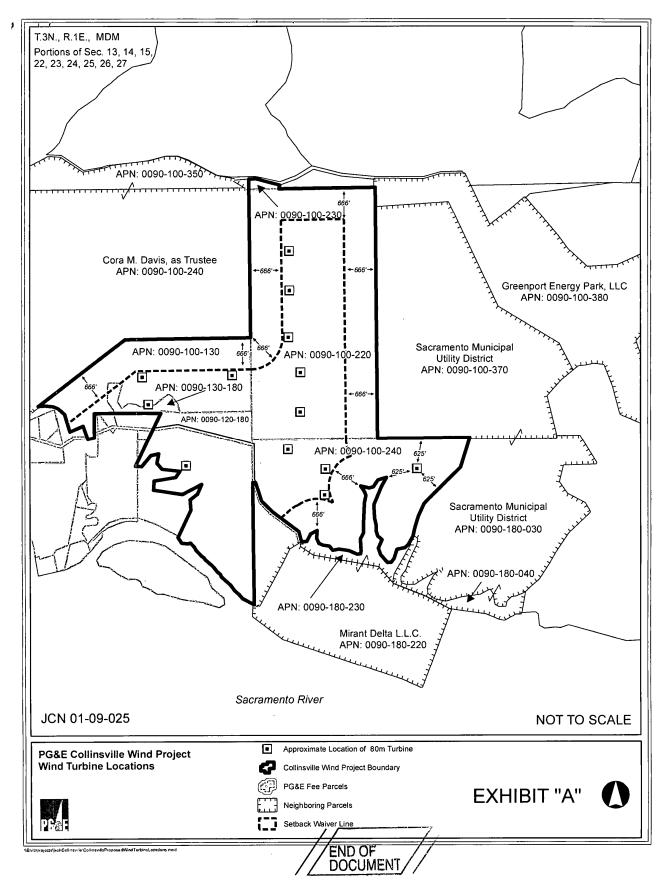
Title or Type of Document: <u>Agreement of U</u> Document Date:	Waiver of Setback Requirements
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Individual	🗆 Individual
Corporate Officer — Title(s):	Corporate Officer — Title(s):
	Partner — Limited Q General
Attorney in Fact     OF SIGNER	Attorney in Fact
Trustee Top of thumb here	Top of thumb here Top of thumb here
Guardian or Conservator	Guardian or Conservator
□ Other:	Other:
Signer Is Representing:	Signer Is Representing:

<sup>©2007</sup> National Notary Association • 9350 De Soto Ave., PO. Box 2402 • Chatsworth, CA. 91313-2402 • www.NationalNotary.org. Item #5907 Reorder: Call Toll-Free 1-800-876-6827

ê

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

State of California) County of San Francisco On <u>Dec. 21</u>, 2010, before me, <u>Graig Larrabee</u>, Notary Public, personally appeared <u>Jayne Battey</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ics), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. CRAIG LARRABEE Commission # 1872556 Notary Public - California WITNESS my hand and official seal. San Francisco County Comm. Expires Dec 5, 2013 Oraig Jarrabee (Seal) **CAPACITY CLAIMED BY SIGNER** [] Individual(s) signing for oneself/themselves [] Corporate Officer(s) of the above named corporation(s) [] Trustee(s) of the above named Trust(s) [] Partner(s) of the above named Partnership(s) [ ] Attorney(s)-in-Fact of the above named Principal(s) [X] Other Director, Land and Environmental Management Pacific Gas and Electric Company



SOLANO,CA Document: Document-Year.DocID 2011.1368

; ₩,	Recording Requested By: First American Title - NCS Energy Group		
	RECORDING REQUESTED BY AND RETURN TO:		
	Sacramento Municipal Utility District Supervisor, Real Estate Services 6201 S Street, Mailstop B304 Sacramento, California 95817	Recorded in Official Records, Solano County Marc C. Tonnesen Assessor/Recorder	3/31/2014 8:56 AM AR16 06
	<ul> <li>Location: City/Uninc</li></ul>	P DPS Doc#: 201400022412	Titles:     1     Pages:     21       Fees     83.00       Taxes     6,457.00       Other     0.00       PAID     \$6,540.00
	Signature of declarant or agent determining tax	(SPACE ABOVE FOR RECORDER'S USE ONLY)	
0	LD# 2103-01-0295		DEED

2014112 (01-09-025) 2 14 1 Grant Deed for Collinsville Fee Property

### RP-398

# GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantor, hereby grants to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a California municipal utility district, hereinafter called Grantee, the real property, situate in the unincorporated area of the County of Solano, State of California, described as follows:

(APN 0090-100-130; 0090-100-220 (portion); 0090-100-230 (portion); 0090-120-080 (portion); 0090-120-090 (portion); 0090-130-070; 0090-130-080; 0090-130-090; 0090-130-100; 0090-130-110 (portion); 0090-130-120; 0090-130-130; 0090-130-140; 0090-130-150; 0090-130-160; 0090-130-170; 0090-130-180; 0090-130-190; 0090-130-200; 0090-130-210 (portion); 0090-130-220; 0090-140-110; 0090-140-140; 0090-180-240)

The parcels of land described in EXHIBIT "A1", EXHIBIT "C", EXHIBIT "D", EXHIBIT "E", EXHIBIT "F1", EXHIBIT "H" and EXHIBIT "K", all of which are attached hereto and made a part hereof.

Reserving to Grantor a non-exclusive easement and right to use an existing road commonly referred to as Stratton Lane and the strip of land described in EXHIBIT "B" attached hereto and made a part hereof, to provide access to any of Grantor's property, easements and facilities adjacent to or near said real property. In no event shall Grantor be required to pay for any maintenance or other costs in connection with the foregoing easement, except for the costs of repair and restoration of such road arising from any damage thereto caused by Grantor (excluding general wear and tear resulting from Grantor's use thereof). All costs for the non-public portions of said road, including construction, reconstruction, maintenance and repair costs, shall be the responsibility of Grantee, the costs of which shall be borne solely by Grantee, except as set forth in the preceding sentence.

02898.683 2741244v5

- 1 -

Branch :SRC,User :I008

Documents, provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

Reserving to Grantor the easements for poles together with (a) the right to suspend therefrom such wires as Grantor deems necessary for the transmission and distribution of electrical energy, (b) crossarms, braces, guys, anchors and other appliances and fixtures used in connection with said poles and wires, and (c) a right of way over and across those portions of the parcels of land described in EXHIBITS "A", "C", "D", "E" and "K", as and to the extent set forth within the following recorded easement agreements:

- (a) The grant of easement from Fontana Farms Company to Pacific Gas and Electric Company dated February 21, 1947 and recorded in Book 357 of Official Records at page 405, Solano County Records.
- (b) The grant of easement from Walter C. Whitman and others to Pacific Gas and Electric Company dated January 21, 1947 and recorded in Book 357 of Official Records at page 406, Solano County Records.
- (c) The grant of easement from Claudina Espersen to Pacific Gas and Electric Company dated January 21, 1947 and recorded in Book 357 of Official Records at page 407, Solano County Records.

The recorded easement agreements and the reservation in favor of Grantor set forth herein includes the right of trimming by Grantor of any trees along said poles and wires as provided within the aforementioned easement agreements.

Further reserving to Grantor the right:

(a) to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement areas; and

(b) to mark the location of said easement areas by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of said easement areas.

This grant is made subject to all valid and existing contracts, leases, licenses, easements, and encumbrances of record which may affect said real property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

The real property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with said real property.

02898.683 2741244v5

- 2 -

SOLANO,CA Document: Document-Year.DocID 2014.22412 Page 2 of 21

•

۰.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

Dated March 25, 2014.

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By

Desmond A. Bell Senior Vice President Safety and Shared Services

02898.683 2741244v5

- 3 -

SOLANO,CA Document: Document-Year.DocID 2014.22412 Branch :SRC,User :I008

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

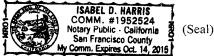
STATE OF CALIFORNIA ) SS COUNTY OF GAN FMANAGED

On <u>MAAUT 25, 2014</u>, before me, <u>Isseel D. HARAIS</u>, Notary Public, personally appeared <u>DEFMIND A. BEL</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/ber/their authorized capacity(jes), and that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

JZASJEL D. Harr



02898.683 2741244v5

Acknowledgment

Branch :SRC,User :I008

۰.

Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

## STATE OF CALIFORNIA COUNTY OF SACRAMENTO

Certificate of Acceptance Attached to RP-398

This is to certify that the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereby accepts for public purposes the interest in real property conveyed by the foregoing deed or grant and consents to the recordation thereof. The undersigned officer is authorized to execute this acceptance and consent pursuant to authority conferred by Resolution No. 89-6-11, adopted by said District's Board of Directors on June 20, 1989.

Dated: 3/25/14

Blandon Granger Supervisor, Real Estate Services Sacramento Municipal Utility District

02898.683 2741244v5

Acceptance

STATE OF CALIFORNIA	)	
	)	ss
COUNTY OF <u>SACRAMENTO</u>	)	

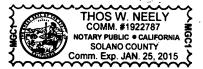
On <u>MALCH 25,2014</u>, before me, <u>THOS</u> W. <u>NEELY</u>, Notary Public, personally appeared <u>BLANDON</u> <u>GRANGER</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(Seal)



02898.683 2741244v5

Acknowledgment

١,

.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

LD# 2103-01-0295 2014112 (01-09-025) 2 14 1 Grant Deed for Collinsville Fee Property

# EXHIBIT "A1"

The parcel of land described and designated PARCEL 1 in the deed from May Donald Butler to Pacific Gas and Electric Company dated April 15, 1965 and recorded in Book 1335 of Official Records at page 365, Solano County Records, and therein described as follows:

(APN 0090-100-130; 0090-130-180,-220; 0090-140-110,-140, (portions))

"Beginning at the intersection of the easterly boundary line of the west half of Section 23, Township 3 North, Range 1 East, M.D.B. & M., with the southerly boundary line of the 712.74 acre parcel of land described in the deed from Robert Donald and wife to May Lucille Donald dated March 24, 1919 and recorded in the office of the County Recorder of said County of Solano in Book 237 of Deeds at page 463 from which the 2 inch iron pipe with a brass cap (marked 1/4 cor. S23 / S26 L.S. 2741) marking the south quarter corner of said Section 23 bears south 0°02'10" west 602.58 feet distant and running thence north 0°02'10" east, along the easterly boundary line of the west half of said Section 23, a distance of 1537.42 feet; thence south 89°51'41" west 2636.10 feet to a point in the westerly boundary line of said Section 23; thence south 53°30'23" west 2495.85 feet to a point in the easterly boundary line of County Road No. 68; thence south 1°17'46" east, along the easterly boundary line of County Road No. 68, a distance of 578.82 feet to the southwest corner of the parcel of land described in the deed from Montezuma Union School District of Solano County to May Donald Butler dated January 4, 1961 and recorded in the office of said County Recorder in Book 1064 of Official Records at page 424; thence along the boundary line of the parcel of land described in said deed dated January 4, 1961 the following two courses, namely: north 89°42'14" east 229.02 feet to the southeast corner of the parcel of land described in said deed dated January 4, 1961 and north 3°32' 46" west 300.30 feet to the northeast corner of the parcel of land described in said deed dated January 4, 1961, said northeast corner being in the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land the following two courses, namely: north 66°12'14" east 508.20 feet and south 14°32'46" east 706.21 feet; thence north 67°44'55" east 260.10 feet to a point in the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land the following three courses, namely: north 89°51'41" east 215.82 feet, north 0°08'19" west 602.58 feet and north 89°51'41" east 3320.59 feet, more or less, to the point of beginning; containing 141.712 acres, more or less.

EXCEPTING therefrom any portion thereof lying within the boundary lines of the parcels of land designated Parcel I and Parcel II in the deed from The Roman Catholic Bishop of Sacramento to Pacific Gas and Electric Company dated October 16, 1962 and recorded in the office of said County Recorder in Book 1167 of Official Records at page 362 and re-recorded in Book 1170 of Official Records at page 399 and in Book 1179 of Official Records at page 227."

02898.683 2741244v5

Exhibit A-1

SOLANO,CA Document: Document-Year.DocID 2014.22412 Page 7 of 21

Printed on 6/19/2023 1:55:02 AM

.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

.



•

FURTHER EXCEPTING therefrom all oil, gas and other minerals within or underlying said parcel of land as and to the extent excepted and reserved in said deed from May Donald Butler to Pacific Gas and Electric Company dated April 15, 1965.

02898.683 2741244v5

Exhibit A-1

LD# 2103-01-0295 2014112 (01-09-025) 2 14 1 Grant Deed for Collinsville Fee Property

## EXHIBIT "C"

The parcel of land described in the deed from Pace-Shear Radio, Inc. to Pacific Gas and Electric Company dated April 7, 1964 and recorded in Book 1267 of Official Records at page 25, Solano County Records, and therein described as follows:

(APN 0090-130-100; 0090-130-110 (portion),-120 &-150)

"A description of a portion of that certain tract of land conveyed to K. E. C. C. Inc., by deed recorded May 3, 1950 in Book 530, page 41, Instrument No. 5604, Official Records, of Solano County, California, said tract of land located in Sections 22, 23, 26 and 27, Township 3 North, Range I East, M.D.B.& M., Solano County, California and being more particularly described as follows:

Beginning at a point on the Northerly line of County Road No. 493, said point bearing North, a distance of 620.58 feet, West a distance of 2238.62 feet and South 0° 39' 10" West, a distance of 407.20 feet from the Quarter Section corner common to Sections 23, and 26, Township 3 North, Range 1 East, M.D.B.& M., Solano County, California; thence from said point of beginning and proceeding along the Northerly line of said County Road No. 493 North 84° 18' 50" West a distance of 542.87 feet to an angle point in said road; thence continuing along said road South 70° 12' West a distance of 324.63 feet; thence leaving the Northerly line of said road South 33° 32' 40" West a distance of 119.24 feet; thence South 70° 02' 40" West a distance of 90.00 feet; thence South 0° 03' 20" East a distance of 40.00 feet; thence South 26° 41' 20" East a distance of 250.00 feet; thence South 65° 30' 20" East a distance of 50.11 feet; thence South 6° 03' 20" East a distance of 61.14 feet; thence South 84° 02' 40" West a distance of 165.00 feet; thence North 56° 12' 20" West a distance of 103.21 feet; thence South 0° 36' 30" West a distance of 333.96 feet; thence South 4° 23' 30" East a distance of 248.16 feet; thence South 0° 36' 30" West a distance of 297.00 feet; thence South 39° 08' 30" East a distance of 351.12 feet; thence South 22° 06' 30" West a distance of 247.50 feet; thence South 73° 23' 30" East a distance of 132.00 feet; thence South 33° 23' 30" East a distance of 165.00 feet to Point "A"; thence South 33° 23' 30" East to the intersection thereof with the mean low water line on the Northerly Bank of the Sacramento River; thence in an Easterly direction along said mean low water line to a point that bears South 0° 30' 10" West from Point "B", said Point "B" bearing the following courses and distances from said Point "A", North 60° 06' 30" East, a distance of 155.73 feet; thence North 77° 12' 30" East a distance of 400.47 feet; thence South 85° 03' 30" East a distance of 177.02 feet; thence leaving said Point "B" North 0° 39' 10" East a distance of 1895.29 feet to the point of beginning, containing 44.41 acres of land, more or less."

EXCEPTING therefrom all oil, gas, minerals and other hydrocarbon substances situate therein and thereunder or that may hereafter be situate therein and thereunder as and to the extent excepted and reserved in the Deed from Fontana Farms Company, a California corporation, to

02898.683 2741244v5

Exhibit C



KECC, INC., a Corporation, dated April 10, 1950 and recorded May 3, 1950 in Book 530 of Official Records, page 41, Instrument No. 5604.

02898.683 2741244v5

Exhibit C

ı.

۰.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved

LD# 2103-01-0295 2014112 (01-09-025) 2 14 1 Grant Deed for Collinsville Fee Property

# EXHIBIT "D"

The parcel of land described in the deed from Savior Papetti and Marie Papetti to Pacific Gas and Electric Company dated April 3, 1962 and recorded in Book 1136 of Official Records at page 163, Solano County Records, and therein described as follows:

(APN 0090-130-070,-130,-140,-160 &-170)

"Beginning at a point in the southwest quarter of Section 23, Township 3 North, Range 1 East, M. D. B. & M., said point of beginning is determined by running North 602.85 feet; and thence West 2238.93 feet from the rotted remains of a 3 inch by 4 inch stake marking the north quarter corner of Section 26, Township 3 North, Range 1 East, M. D. B. & M., and running thence from the point of beginning as so determined South 0° 16' 10" West 407.20 feet to a point in the northerly boundary line of County Road No. 493; thence along the northerly boundary line of County Road No. 493 the following two bearings and distances, namely: North 84° 41' 50" West 542.87 feet; and thence South 69° 49' 00" West 324.63 feet; thence South 33° 09' 40" West 44.44 feet to a point in the center line of County Road No. 493; thence of 222.09 feet; thence North 0° 14' 30" East 575.67 feet; thence North 89° 37' 00" East 1077.39 feet, more or less, to the point of beginning; containing 10.4 acres, more or less, and being a portion of said Section 23 and a portion of Section 22, Township 3 North, Range 1 East, M. D. B. & M.

Being the 10.4 acre parcel of land conveyed by Joseph Ragni and wife to Savior Papetti and wife by deed dated April 1, 1958 and recorded in the office of the County Recorder of said County of Solano in Book 930 of Official Records at page 44.

Excepting from said real property all oil, gas, minerals, and other hydrocarbon substances as and to the extent excepted and reserved in the deed from Fontana Farms Company to KECC, INC., dated April 10, 1950 and recorded in the office of said County Recorder in Book 530 of Official Records at page 41.

Further excepting from said real property all rights to minerals, oil, gas, or other hydrocarbon substances as and to the extent excepted and reserved in the deed from Kings County Land & Cattle Co., Incorporated to Clifford Dana and wife dated July 22, 1957 and recorded in the office of said County Recorder in Book 893 of Official Records at page 337."

02898.683 2741244v5

Exhibit D

```
LD# 2103-01-0295
```

2014112 (01-09-025) 2 14 1 Grant Deed for Collinsville Fee Property

# EXHIBIT "E"

The parcel of land described in the deed from Clifford Dana and Dora Dana to Pacific Gas and Electric Company dated November 28, 1962 and recorded in Book 1180 of Official Records at page 411, Solano County Records, and therein described as follows:

(APN 0090-130-080 &-090)

"A portion of that certain parcel of land conveyed to Fontana Farms Company by Deed recorded August 28, 1945 in Book 330, page 388, Instrument No. 8634, Official Records of Solano County, California, said portion being more particularly described as follows:

Beginning at a point in the center of County Road No. 493, said point bearing North a distance of 602.58 feet, West a distance of 3315.27 feet and South 0° 36' 30" West a distance of 575.28 feet from the Quarter Section corner common to Sections 23 and 26, Township 3 North, Range I East, M. D. B. & M., Solano County, California; thence from said point of beginning North 70° 12' East along the center of said County Road a distance of 221.00 feet to a point on the Westerly line of that certain 44.41 acre parcel of land conveyed to John F. Malloy, et ux, by Deed recorded March 26, 1957, in Book 874, page 360, Instrument No. 5073, Official Records of Solano County, California; thence along the Westerly line of said Malloy parcel the following courses and distances, South 33° 32' 40" West a distance of 74.80 feet; thence South 70° 02' 40" West a distance of 90.00 feet; thence South 0° 03' 20" East a distance of 40.00 feet; thence South 26° 41' 20" East a distance of 250.00 feet; thence South 65° 30' 20" East a distance of 50.11 feet; thence South 6° 03' 20" East a distance of 61.14 feet; thence South 84° 02' 40" West a distance of 165.00 feet; thence North 56°12'20" West to and along the Easterly line of that certain parcel described as Parcel No. 2 in that certain Decree, a certified copy of which was recorded October 15. 1926 in Book 284 of Deeds, page 162, Instrument No. 3479, Records of Solano County, California; thence continuing along the Easterly line of said Parcel No. 2 the following courses and distances, North 5° 06' 20" West a distance of 145.00 feet; thence North 40° 37' 10" West a distance of 131.86 feet to a point on the Southerly line of said County Road No. 493; thence East along the Southerly line of said County Road a distance of 178.20 feet; thence North 0° 36' 30" East a distance of 27.30 feet to the point of beginning. Located in the Southeast Quarter of Section 22 and in the Northeast Quarter of Section 27, Township 3 North, Range I East, M. D. B. & M., Solano County, California, and containing 1.933 acres of land, more or less.

Excepting from said real property all rights to minerals, oil, gas, or other hydrocarbon substances in, under or upon said real property, as reserved in the deed from Kings County Land & Cattle Co. Incorporated to Clifford Dana and wife dated July 22, 1957 and recorded in the office of said County Recorder in Book 893 of Official Records at page 337."

02898.683 2741244v5

Exhibit E

. . . . . . . . . . .

2014112 (01-09-025) 2 14 1 Grant Deed for Collinsville Fee Property

## EXHIBIT "F1"

The parcels of land situate in the unincorporated area of the County of Solano, State of California, described as follows:

(APN 0090-100-220 &-230 (portions))

The East half of Section 23, Township 3 North, Range 1 East, M.D.B. &M., as said Section 23 is shown and so designated upon the Record of Survey Map filed April 18, 1979 and recorded in Book 14 of Surveys at Page 64, Solano County Records.

EXCEPTING THEREFROM the northerly 935.00 feet of the easterly 2340.00 feet of said East half of Section 23.

And all that certain parcel approximately 3 acres in Section 14, lying in the Southeast Quarter of said Section 14 in Township 3 North, Range 1 East, M.D.B.&M., bounded on the North by County Road No. 595, on the East by the lands once owned by Talbert, on the West by the West line of the Southeast Quarter of said Section 14 and on the South by the South line of said Section 14.

EXCEPT that portion of said 3 acre parcel described as follows:

Commencing at the North Quarter Corner of said Section 23;

Thence N 89°50'07" E along the northerly line of said Section 23, to a point lying 2340.00 feet from the Northeast Corner of said Section 23, said point being the True Point of Beginning;

Thence leaving said northerly line on a line parallel with the easterly line of said Section 23, N 0°05'39" E 172.74' feet, to the southeasterly line of Talbert Lane (formerly known as County Road No. 595);

Thence along said southeasterly line S73°39'52" E 343.00 feet to the intersection of the southeasterly line of Talbert Lane with the westerly line of the lands once owned by Talbert;

Thence leaving said southeasterly line, S 12°35'08" W 77.22 feet, along the westerly line of said lands, to a point on the northerly line of said Section 23, distant thereon 2027.39 feet from the Northeast Corner of said Section 23;

Thence along said northerly line of Section 23, S 89°50'07" W 312.61 feet to the True Point of Beginning.

02898.683 2741244v5

Exhibit F1

.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

Being portions of PARCEL NO. ONE, as said PARCEL NO. ONE is described in the deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at page 628, Solano County Records.

The bearings used are based on the Record of Survey filed for record April 18, 1979 in Book 14 of Surveys at page 64, Solano County Records.

02898.683 2741244v5

Exhibit F1

ς.

•.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

LD# 2103-01-0295 2014112 (01-09-025) 2 14 1 Grant Deed for Collinsville Fee Property

## EXHIBIT "H"

The parcels of land described in the deed from The Roman Catholic Bishop of Sacramento to Pacific Gas and Electric Company dated October 16, 1962 and recorded in Book 1167 of Official Records at page 362, Solano County Records, and re-recorded in Book 1.170 of Official Records at page 399 and in Book 1179 of Official Records at page 227, and therein described as follows:

(APN 0090-140-110 &-140 (portions))

"Parcel I. The parcel of land conveyed to The Roman Catholic Archbishop of San Francisco by deed dated March 8, 1887 and recorded in the office of the County Recorder of said County of Solano in Book 132 of Deeds at page 75."

Said parcel being more particularly described in said deed dated March 8, 1887, as Parcel Eighteenth and as follows:

STARTING FROM THE COUNTY ROAD LEADING FROM COLLINSVILLE AND RUNNING EAST FOURTEEN (14) RODS ON THE SOUTH LINE OF SECTION TWENTY THREE (23); THENCE NORTH EIGHT (8) RODS TO A STAKE BEING THE ESTABLISHED CORNER OF THIS DEED; THENCE RUNNING 20 RODS NORTH ON A LINE OF THE SCHOOL HOUSE PLOT; THENCE 12 RODS EAST; THENCE RUNNING SOUTH TWENTY (20) RODS; THENCE TWELVE (12) RODS WEST TO THE PLACE OF BEGINNING.

"Parcel II. The parcel of land conveyed to The Roman Catholic Archbishop of San Francisco by deed dated December 31, 1907 and recorded in the office of said County Recorder in Book 169 of Deeds at page 200."

Said parcel being more particularly described in said deed dated December 31, 1907, as follows:

BEGINNING AT THE SOUTHWEST CORNER OF THE ROMAN CATHOLIC CHURCH LOT NEAR COLLINSVILLE CONVEYED BY E. I. UPHAM TO P.W. RIORDAN BY DEED DATED JANUARY 07, 1888, THENCE S. 3 1/4° E. 83 FEET TO THE NORTHERLY LINE OF COUNTY ROAD NO. 493; THENCE ALONG SAID LINE S. 73 3/4° E. 160 FEET; THENCE N. 3 1/4° W. 128 3/10 FEET; THENCE West 150 FEET TO THE PLACE OF BEGINNING; CONTAINING 15825 SQUARE FEET. BEING PART OF THE LAND CONVEYED BY ESTATE OF E. I. UPHAM TO J. C. O'NEAL BY DEED DATED SEPTEMBER 18, 1899.

02898.683 2741244v5

Exhibit H

Page 15 of 21

LD# 2103-01-0295 2014112 (01-09-025) 2 14 1 Grant Deed for Collinsville Fee Property

# EXHIBIT "K"

The parcels of land described and designated PARCEL 1 and PARCEL 3 in the document entitled "Certificate of Compliance Lot Line Adjustment CC-12-05" recorded January 29, 2014 as Recorder's Serial Number 201400005815 in the Official Records of Solano County, and therein described as follows:

(APN 0090-120-080,-090 (portions); 0090-130-190,-200 &-210 (portion); 0090-180-240)

"PARCEL I

Beginning at the northeast corner of the parcel of land conveyed by Solano County Title Company to Pacific Gas and Electric Company by deed dated May 28, 1964 and recorded in Book 1273 of Official Records at page 258, Solano County Records, and running along the northerly boundary line of the parcel of land conveyed by said deed dated May 28, 1964

(1) south 89°15'00" west (south 89°55' west according to said deed dated May 28,

1964) 2240.04 feet

to the northwest corner of the parcel of land conveyed by said deed dated May 28, 1964; thence running along the westerly boundary line of the parcel of land conveyed by said deed dated May 28, 1964

(2) south 0°20'00"east 1475.04 feet

to a point distant 1475 feet southerly from (measured at a right angle to) the northerly boundary line of the parcel of land conveyed by said deed dated May 28, 1964, and its westerly prolongation; thence leaving said westerly boundary line and running along a line which is parallel with the northerly boundary line of the parcel of land conveyed by said deed dated May 28, 1964

(3) north 89°15'00" east 2243.56 feet

to a point in the southwesterly boundary line of the 60-foot wide road easement described in, and shown on, EXHIBIT "B" attached to the grant deed from Pacific Gas and Electric Company to Southern Energy Delta, L.L.C., dated April 15, 1999 and recorded as Recorder's Serial Number 99-33916 in the Official Records of Solano County; thence leaving said parallel line and running northerly along the southwesterly boundary line of said 60-foot wide road easement

(4) northerly on a curve to the right with a radius of 690.00 feet, through a central

angle of 1°05'02" and tangent at the northerly terminus thereof to a line which

has a bearing of north 5°20'55" west, an arc distance of 13.05 feet

to a point in the easterly boundary line of the parcel of land conveyed by Walter Whitman and others to Pacific Gas and Electric Company by deed dated December 10, 1962 and recorded in Book 1180 of Official Records at page 406, Solano County Records; thence leaving said southwesterly boundary line and running along the easterly boundary line of the parcel of land conveyed by said deed dated December 10, 1962 and along the easterly boundary line of the parcel of land conveyed by said deed dated May 28, 1964, said easterly boundary lines being also

02898.683 2741244v5

Branch :SRC,User :I008

۰.

.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved

portions of the North-South quarter section line of Section 26, Township 3 North, Range 1 East, MDM,

(5) north 0°15'00" west 859.45 feet

to the north quarter corner of said Section 26; thence continuing along the easterly boundary line of the parcel of land conveyed by said deed dated May 28, 1964, said easterly boundary line being in part the North-South quarter section line of Section 23, Township 3 North, Range I East, MDM,

(6) north 0°40'00" west 602.58 feet, more or less,

to the point of beginning; excepting therefrom the portion thereof lying within the boundary lines of the county road known as Stratton Road (County Road No. 493); being portions of (i) the parcel of land conveyed by said deed dated May 28, 1964, (ii) the parcel of land conveyed by said deed dated December 10, 1962, and (iii) the parcel of land described and designated PARCEL NO. TWO in the deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at page 628, Solano County Records.

PARCEL 3

Beginning at the north quarter corner of Section 26, Township 3 North, Range 1 East, MDM, said north quarter corner being also the northwest corner of the parcel of land described and designated PARCEL NO. TWO in said deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at Page 628, Solano County records, and running along the north line of said Section 26 and along the north line of Section 25, Township 3 North, Range 1 East, MDM, said north lines being also the northerly boundary line of said PARCEL NO. TWO,

(1) East 4586.34 feet

to the northeast corner of said PARCEL NO. TWO; thence running along the easterly boundary line of said PARCEL NO. TWO

(2) south 17°30'00" west 650.10 feet; thence

(3) south 45°45'00" west 990.66 feet; thence

(4) south 44°00'00" west 102.96 feet; thence

(5) south 24°15'00" west 285.78 feet; thence

(6) south 19°00'00" west 239.58 feet; thence

(7) south 13°30'00" west 155.76 feet

to a point in the approximate 35-foot contour as described in the description of said PARCEL NO. TWO, said 35-foot contour forming in part the general southerly boundary line of said PARCEL NO. TWO; thence running along said approximate 35-foot contour and said general southerly boundary line

(8) south 28°20'00" west 193.8 feet; thence

(9) south 49°08'00" west 101.0 feet; thence

(10) south 77°44'00" west 175.1 feet; thence

(11) south 17°42'00" west 207 feet; thence

(12) south 40°40'00" west 97 feet; thence

(13) south 86°24'00" west 76 feet; thence

(14) north 41°10'00" west 219 feet; thence

(15) north 16°04'00" west 148 feet; thence

02898.683 2741244v5

· · · ·

(16) north 23°36'00" east 191 feet; thence (17) north 49°23'00" west 125 feet; thence (18) north 13°58'00" west 100 feet; thence (19) north 0°56'00" east 120 feet; thence (20) north 11°48'00" west 156 feet; thence (21) north 3°30'00" west 157 feet; thence (22) north 2°17'00" west 132 feet; thence (23) north 22°44'00" east 412 feet; thence (24) north 29°33'00" east 228 feet; thence (25) south 72°37'00" west 187.1 feet; thence (26) south 36°11'00" west 175 feet; thence (27) south 71°57'00" west 92.1 feet; thence (28) north 76°02'00" west 185.1 feet; thence (29) south 33°44'00" east 137 feet; thence (30) south 23°21'00" east 94 feet; thence (31) south 13°14'00" west 157 feet; thence (32) south 2°59'00" west 399 feet; thence (33) south 0°53'00" west 234 feet; thence (34) south 26°23'00" west 148 feet; thence (35) south 2°27'00" east 253 feet; thence (36) south 11°35'00" west 64 feet; thence (37) south 87°21'00" west 74 feet; thence (38) north 65°26'00" west 189.1 feet; thence (39) north 81°54'00" west 210.1 feet; thence (40) south 80°59'00" west 129.1 feet; thence (41) north 40°22'00" west 116 feet; thence (42) north 83°10'00" west 134.1 feet; thence (43) north 62°13'00" west 92 feet; thence (44) north 24°36'00" west 113 feet; thence (45) north 4°02'00" east 171 feet; thence

(46) south 62°08'00" west 163.1 feet; thence

(47) south 26°48'00" west 87.05 feet, more or less,

to the point of intersection of the general southerly boundary line of said PARCEL NO. TWO with the southwesterly boundary line of the 60-foot wide road easement described in, and shown on, EXHIBIT "B" attached to the grant deed from Pacific Gas and Electric Company to Southern Energy Delta, L.L.C., dated April 15, 1999 and recorded as Recorder's Serial Number 99-33916 in the Official Records of Solano County, said point being also a point in the northeasterly boundary line of the parcel of land described and designated PARCEL 2 in the "Certificate of Compliance Lot Line Adjustment CC-12-05" recorded January 29, 2014 as Instrument No. 201400005815 of Official Records; thence leaving the general southerly boundary line of said PARCEL NO. TWO and said approximate 35 foot contour line and running along the southwesterly boundary line of said 60-foot wide road easement, said southwesterly boundary line being in part the northeasterly boundary line of said PARCEL 2,

(48) north 27°12'48" west 80.38 feet; thence

(49) northwesterly on a non-tangent curve to the left with a radius of 190.00 feet, through a central angle of 27°54'07" and tangent at the southeasterly terminus

02898.683 2741244v5

thereof to a line which has a bearing of north 29°10'00" west, an arc distance of 92.53 feet; thence

- (50) north 57°04'07" west 81.68 feet; thence
- (51) northwesterly on a curve to the left with a radius of 510.00 feet, through a central angle of 25°19'54", an arc distance of 225.48 feet; thence
- (52) north 82°24'04" west 72.50 feet; thence
- (53) northwesterly on a curve to the right with a radius of 520.00 feet, through a central angle of 32°07'01", an arc distance of 291.06 feet; thence
- (54) north 50°17'02" west 304.49 feet; thence
- (55) northwesterly on a curve to the right with a radius of 505.00 feet, through a central angle of 35°24'22", an arc distance of 312.07 feet; thence
- (56) north 14°52'40" west 237.18 feet; thence
- (57) northerly on a curve to the right with a radius of 690.00 feet, through a central angle of 8°26'43", an arc distance of 101.71 feet

to the southeast corner of the parcel of land described and designated PARCEL 1 in the "Certificate of Compliance Lot Line Adjustment CC-12-05" recorded January 29, 2014 as Instrument No. 201400005815 of Official Records; thence leaving the northeasterly boundary line of said PARCEL 2 and running along the easterly boundary line of said PARCEL 1

- (58) northerly on a curve to the right with a radius of 690.00 feet, through a central angle of 1°05'02" and tangent at the northerly terminus thereof to a line which has a bearing of north 5°20'55" west, an arc distance of 13.05 feet; thence
- (59) north 0°15'00" west 859.45 feet

to the point of beginning; excepting therefrom the portion thereof lying within the boundary lines of the county road known as Stratton Road (County Road No. 493); being a portion of the parcel of land described and designated PARCEL NO. TWO in said deed dated September 21, 1964.

The foregoing descriptions are based on the bearings in the description of PARCEL NO. TWO contained in the deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at page 628, Solano County Records, and upon the description of the parcel of land contained in the judgment, wherein Pacific Gas and Electric Company is plaintiff, dated September 12, 1966 and recorded in Book 1417 of Official Records at page 288, Solano County Records."

02898.683 2741244v5

LD# 2103-01-0295 2014112 (01-09-025) 2 14 1 Grant Deed for Collinsville Fee Property

## EXHIBIT "B"

The strip of land described and designated ROAD EASEMENT in EXHIBIT "B" attached to the deed from Pacific Gas and Electric Company to Southern Energy Delta, L.L.C. dated April 15, 1999 and recorded as Document Number 1999-00033916 in the Official Records of Solano County, and therein described as follows:

## (APN 0090-180-240 (portion))

"A strip of land of the uniform width of 60 feet, situate in the northeast quarter of Section 26, Township 3 North, Range 1 East, MDB&M, County of Solano, State of California, extending from the westerly boundary line of the parcel of land described and designated PARCEL NO. TWO in the deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at page 628, Solano County Records in a general southeasterly direction to a point in a course in the southeasterly boundary line of said PARCEL NO. TWO (for identification only, said course according to the description contained in said deed dated September 21, 1964 has a bearing of south 62° 08' west and a length of 163.1 feet) and lying 30 feet on each side of the line described as follows:

Beginning at a point in the westerly boundary line of said PARCEL NO. TWO and running thence

(1) north 89° 14' 00" east 30.00 feet; thence

(2) south 00° 13' 30" east 684.81 feet

to a point which bears south 02° 28' 30" east 765.04 feet from the found 2 inch iron pipe with brass cap in concrete stamped "1/4 Cor. S23/S26 L.S. 2741" shown on the Record of Survey filed for record April 18, 1979 in Book 14 of Surveys at page 64, Solano County Records, as marking the south quarter corner of Section 23, Township 3 North, Range 1 East, MDB&M; thence

(3) south 00° 02' 35" east 30.59 feet; thence

(4) on a curve to the left with a radius of 660 feet, through a central angle of  $14^{\circ}$  56' 25", an arc distance of 172.10 feet; thence

(5) south 14° 58' 59" east 237.18 feet; thence

(6) on a curve to the left with a radius of 475 feet, through a central angle of 35° 24' 22", an arc distance of 293.53 feet; thence

(7) south 50° 23' 21" east 304.49 feet; thence

(8) on a curve to the left with a radius of 490 feet, through a central angle of  $32^{\circ} 07' 01"$ , an arc distance of 274.67 feet; thence

(9) south 82° 30' 23" east 72.50 feet; thence

Exhibit B

۰.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

(10) on a curve to the right with a radius of 540 feet, through a central angle of  $25^{\circ}$  19' 54", an arc distance of 238.75 feet; thence

(11) south 57° 10' 26" east 81.68 feet; thence

(12) on a curve to the right with a radius of 220 feet, through a central angle of  $27^{\circ}$  54' 07", an arc distance of 107.14 feet; thence

(13) south 27° 19' 07" east approximately 5 feet

to a point in said course in the southeasterly boundary line of said PARCEL NO. TWO; excepting therefrom the portion thereof lying outside the boundary lines of said PARCEL NO. TWO.

The foregoing description is based on a survey made by PG&E in January 1999. The bearings used are based on said Record of Survey Map filed for record April 18, 1979."

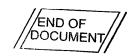


Exhibit B

3/31/2014 Recorded in Official Records, Solano County 8:56 AM **AR16** Marc C. Tonnesen Recording Requested By: 03 Assessor/Recorder First American Title - NCS Energy Group P DPS Pages: 29 RECORDING REQUESTED BY AND Titles: 1 Doc#: 201400022415 WHEN RECORDED MAIL TO: 97.00 Fees 0.00 Taxes Mark Redford 0.00 <u>Other</u> PACIFIC GAS AND ELECTRIC COMPANY .00 PAID P.O. Box 770000, Mail Code N15G San Francisco, CA 94177

APN: 0090-100-130; 0090-100-220; 0090-100-230 (portion); 0090-120-080 (portion); 0090-120-090 (portion); 0090-130-010; 0900-130-020; 0090-130-050; 0090-130-070; 0090-130-080; 0090-130-090; 0090-130-100; 0090-130-110 (portion); 0090-130-120; 0090-130-130; 0090-130-140; 0090-130-150; 0090-130-160; 0090-130-170; 0090-130-180; 0090-130-190; 0090-130-200; 0090-130-210 (portion); 0090-130-220; 0090-130-230; 0090-130-240; 0090-130-250; 0090-130-270; 0090-130-320; 0090-140-110; 0090-140-140; 0090-170-270; 0090-180-240

#### RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT ("Agreement"), dated for reference purposes only as of March  $2^{--}_{---}$ , 2014, is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Seller"), and SACRAMENTO MUNICIPAL UTILITY DISTRICT, a California municipal utility district ("<u>Buyer</u>"), in connection with that certain Standard Purchase and Sale Agreement dated as of December 20, 2013, by and between Buyer and Seller, as amended by that certain First Amendment to Purchase and Sale Agreement dated as of January 17, 2014, by and between Buyer and Seller, that certain Second Amendment to Purchase and Sale Agreement dated as of February 18, 2014, by and between Buyer and Seller, and that certain Third Amendment to Purchase and Sale Agreement dated as of approximately even date herewith (collectively, "Purchase Agreement"), pursuant to which Buyer is acquiring from Seller that certain real property described on <u>Attachment A</u> hereto and made a part hereof (the "Land"), and other property more particularly described in the Purchase Agreement. Unless otherwise specifically provided herein, all provisions of this Agreement shall be effective as of the date of recordation of this Agreement.

In consideration of, and as a material inducement to, Seller's sale of the Land to Buyer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. <u>Definitions</u>. The following terms have the meanings ascribed to them below for purposes of this Agreement:

1.1. "Easement" means the easement that may be granted to Seller by Buyer across, over and under a portion of the Land pursuant to that certain Covenant to Grant Easement dated as of approximately even date herewith, by and between Seller and Buyer, and recorded in the Official Records of the County of Solano. All references to "Easement" in this Agreement shall not be effective unless and until such easement is granted to Seller pursuant to the Covenant to Grant Easement.

1.2. "Electric and Magnetic Fields" or "EMFs" means electric and magnetic fields, electromagnetic fields, power frequency fields and extremely low frequency fields, howsoever designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means.

02898.683 2695731v6

1.3. "Environmental Requirements" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including all requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in nature, into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, whether solid, liquid or gaseous in nature.

1.4. "<u>Hazardous Substances</u>" means any hazardous or toxic material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government under any Environmental Requirements. For purposes of this Agreement, Hazardous Substances include any material or substance:

now or hereafter defined as a "hazardous substance," "hazardous (a) waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. §§1251 et seq.); the Safe Drinking Water Act (33 U.S.C. § 300f et seq.); the River and Harbors Act of 1899 (33 U.S.C. §§ 401 et seq.); the National Emission Standard for Hazardous Air Pollutants for Asbestos (40 C.F.R. §§ 61.140 et seq.), the OSHA Construction Standard (29 C.F.R. §§ 1926.1001 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Oil Pollution Act (33 U.S.C. § 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§136 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the Atomic Energy Act of 1954, (42 U.S.C. §§2014 et seq.); the Nuclear Waste Policy Act of 1982 (42 U.S.C. §§10101 et seq.); the Medical Waste Management Act (Cal. Health and Safety Code §§25015 et seq.); the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act ( Cal. Health and Safety Code §§25300 et seq.); the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.); and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(c) the presence of which on the Land poses or threatens to pose a hazard to the health or safety of persons or to the environment; or

(d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(e) that contains lead-based paint or other lead contamination, polychlorinated biphenyls ("<u>PCBs</u>") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

02898.683 2695731v6

(f) that contains radon gas.

1.5. "<u>Other Property</u>" means real property in the vicinity of the Land, except for the Remainder Land.

1.6. "<u>Remainder Land</u>" means that certain real property as depicted and more particularly described on Attachment B attached hereto.

1.7. "<u>Remediation</u>" refers to the process of, and all work and planning performed in connection with, the investigation, testing for, monitoring, remediation, containment, transportation, removal and disposal or recycling of Hazardous Substances and containers of Hazardous Substances, and the repair and restoration of the subject property, and restoration and mitigation of affected natural resources, regardless of whether such actions are required by Environmental Requirements.

1.8. "<u>Regularly Occurring EMFs</u>" means Electric and Magnetic Fields emitted with a power and frequency consistent with the customary and ordinary operation of Seller's energy transmission facilities located on or about the Remainder Land or the Easement when such energy transmission facilities are operated and maintained in accordance with applicable Laws and customary industry practices.

1.9. "Seller's Buy-Out Obligations" means any obligation of Seller to pay the Buyout Amount to Buyer under (i) that certain Covenant to Grant Easement by and between Buyer, as "Grantor," and Seller, as "PG&E," and dated and recorded as of approximately even date herewith, and/or (ii) that certain Transmission Line Easement that may be granted by Buyer to Seller pursuant to the agreement referenced in clause (i).

Generally. Except as expressly provided in this Agreement, it is the intent of the parties 2 that Buyer shall (as between Seller and Buyer) bear all responsibility, cost and risk of Hazardous Substances and Regularly Occurring EMFs existing on or otherwise affecting the Land, whether prior to and/or after the Close of Escrow. The parties have taken the obligations of Buyer and Seller set forth in this Agreement into account in establishing the Purchase Price for the Land. To ensure that Buyer understands the risks inherent in Buyer's execution of this Agreement. Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Land and all matters affecting the value or desirability of the Land, or that may be perceived to affect the value or desirability of the Land, including the presence of any Electric and Magnetic Fields and the potential environmental hazards arising from the presence of Hazardous Substances on, under, about, adjacent to or affecting the Land. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has, as of the date hereof. performed all environmental inspections, tests and studies, including invasive testing and/or groundwater sampling on, under, about or adjacent to the Land, which Buyer and its environmental consultants and engineers have deemed necessary to assess the condition of the Land and to assume the risk of the release and indemnity provided for in this Agreement.

3. <u>Release</u>.

3.1. Buyer, for itself, and for any future owners of all or a part of the Land, and each of their respective successors, assigns, licensees, officers, directors, employees, agents, partners, shareholders, transferees, parent and subsidiary corporations, legal representatives, heirs, beneficiaries, executors and administrators (together with Buyer, "<u>Releasing Parties</u>"), hereby fully and forever releases, exonerates, discharges and covenants not to sue Seller and/or each and all of its past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors (including lenders who become successors-in-title) and assigns (hereinafter "<u>Released Parties</u>") of, from and for any and all losses (including diminution in the value of the Land and other consequential damages), costs, claims, demands, actions, suits, orders, causes of action, obligations, controversies, debts, expenses, accounts, damages, judgments and liabilities of whatever kind or nature, and by whornsoever asserted, in law,

02898.683 2695731v6

1

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved

equity or otherwise (each a "Claim" and, collectively, "Claims") that the Releasing Parties or the Land may suffer or claim to suffer, based in whole or in part on the presence, or threatened or suspected presence. generation, processing, use, management, treatment, storage, disposal, Remediation, transportation, recycling, emission or release or threatened emission or release, whether in the past, present or future, of any Hazardous Substances or Regularly Occurring EMFs on, about, from or affecting the Land, including Claims arising from the passive or active negligence of the Releasing Parties (all such Claims, hereinafter the "Released Claims"). Notwithstanding the foregoing provisions of this Section 3, the foregoing shall not serve to release Seller or any of the other Released Parties from any Claims to the extent arising out of the following (collectively, the "Non-Released Liabilities"): (i) any breach of the express representations and warranties set forth in Section 6.1 or Section 10.1 of the Purchase Agreement during the survival period set forth in Section 12.1 of the Purchase Agreement; (ii) any breach of its obligations under the Easement or Seller's Buy-Out Obligations; (iii) activities conducted by Seller on or about the Land and/or Remainder Land after the date Buyer acquired the Land from Seller, except Claims arising out of or related to Regularly Occurring EMFs emitted from either the Land or the Remainder Land to the extent affecting the Land; (iv) Electric and Magnetic Fields that do not constitute Regularly Occurring EMFs; (v) Hazardous Substances leaching or migrating from the Remainder Land after the date Buyer acquired the Land from Seller; (vi) liability for Remediation of the Remainder Land as a result of Hazardous Substances that have leached or migrated to the Remainder Land either (A) prior to the date Buyer acquired the Land from Seller, or (B) as a result of any release, discharge or disposal of such Hazardous Substances by Seller or any other Released Party, or (vii) activities conducted by Seller on or about the Other Property, except Claims the Releasing Parties or the Land may suffer or claim to suffer, based upon the release of any Hazardous Substances upon or affecting the Land on or prior to the date Buyer acquired the Land from Seller.

3.2. Buyer represents and warrants to Seller that, with respect to every Released Claim that Buyer purports to release herein on its own behalf (but not on behalf of any other Releasing Parties) (herein a "Buyer Claim"), Buyer is the sole and lawful owner of all right, title and interest in and to every such Buyer Claim, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Buyer Claim. In the event that such representation is false, and any such Buyer Claim is asserted against any of the Released Parties, by any party or entity who is the assignee or transferee of such Buyer Claim, then Buyer shall fully indemnify, defend and hold harmless the Released Party against whom such Buyer Claim is asserted from and against such Buyer Claim and from all actual costs, fees, expenses, liabilities and damages that that party incurs as a result of the assertion of such Buyer Claim.

#### 4. Indemnity.

Buyer agrees and covenants, at its sole cost and expense, to indemnify, protect, 4.1. defend by counsel reasonably approved by Seller, and hold the Released Parties harmless, from and against any and all Claims (including the payment of damages, both actual and consequential, the payment of the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements) arising from or relating, in whole or in part, to (a) any Released Claim that is raised by any of the Releasing Parties; (b) any violation of the Environmental Requirements involving Hazardous Substances, including attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and other litigation expenses with respect to Hazardous Substances located on or about the Land; (c) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substances on, about, adjacent to or affecting the Land; (d) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling or treatment of any Hazardous Substances on, under, from, or affecting the Land; (e) the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, migration, pouring, release or threatened release of any Hazardous Substances on, under, from or affecting the Land; (f) any Remediation of any Hazardous Substances on, under, about or affecting the Land to the extent required by any Environmental Requirements; (g) any Remediation of any Hazardous Substances on, under, about or affecting any Other Property to the extent required by any Environmental Requirements and to the extent such Hazardous Substances leached, migrated, were emitted or originated from the Land on or after the date Buyer acquired the Land from

02898.683 2695731v6

Seller; (h) any personal injury (including wrongful death) or property damage (real or personal) resulting from any Hazardous Substances on, under, from or affecting the Land to the extent such injury or damage occurs on or after the date Buyer acquired the Land from Seller; or (i) any personal injury (including wrongful death) or property damage (real or personal) resulting from any Hazardous Substances on, under, from or affecting any Other Property or the Remainder Land to the extent such Hazardous Substances leached, migrated, were emitted or originated from the Land on or after the date Buyer acquired the Land from Seller. The foregoing indemnity includes Claims arising from the passive or active negligence of the Released Parties. The foregoing indemnity does not, however, include any Claims to the extent arising from any Non-Released Liability.

4.2. The purpose of the foregoing indemnity is to protect Seller and the other Released Parties from expenses and obligations related to (i) Hazardous Substances, and (ii) Electric and Magnetic Fields which are the subject of the Released Claims. Buyer's obligation to defend includes the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. Buyer understands and agrees that its liability to Seller shall arise upon the earlier to occur of (a) the discovery of, or the threat or suspected presence of, any Hazardous Substances on, under, about or adjacent to or affecting the Land which is the subject of any Released Claim, whether or not the United States Environmental Protection Agency, any other federal agency or any state or local environmental or other agency or political subdivision or any court, administrative panel or tribunal has taken or threatened any action in connection with the presence, or threatened or suspected presence, of any Hazardous Substances which are the subject of any Released Claim, or (b) the institution of any Claims which are Released Claims, and not upon the realization of loss or damage.

5. <u>Statutory Waiver</u>. Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this Agreement, and agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that its agreements and covenants contained in this Agreement with respect to the Released Claims extend to all claims of any nature and kind, known or unknown, suspected or unsuspected, based in whole or in part on facts existing in the past or as of the date hereof, and in that regard, Buyer acknowledges that it has read, considered and understands the provisions of Section 1542 of the California Civil Code which reads as follows:

Section 1542. General Release

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

02898.683 2695731v6

Based upon the advice of its counsel, Buyer knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any injuries, losses or damages that may arise from such waiver. Notwithstanding anything to the contrary contained in this Section 5, the foregoing shall not serve to release Seller or any of the other Released Parties from any Claims to the extent arising out of the Non-Released Liabilities.

Buyer: SACRAMENTO MUNICIPAL UTILITY DISTRICT

Arlen Orchard

General Counsel

6. <u>Notice by Buyer</u>. Buyer shall promptly notify Seller of any notice of potential liability for costs of Remediation, and following such notification (or the determination by Seller of its potential liability for such costs) provide such information and reports with respect to such potential liability and the status of Hazardous Substances or Electric and Magnetic Fields on the Land or Other Property as Seller shall reasonably request.

7. <u>Buyer's Representations and Warranties</u>. Buyer represents and warrants to Seller as follows:

7.1. Buyer has in all respects voluntarily and knowingly executed this Agreement.

7.2. Buyer has had an opportunity to seek and has sought independent legal advice from attorneys of his or its choice with respect to the advisability of executing this Agreement.

7.3. Buyer has made such investigation of the facts pertaining to this Agreement as it deems necessary.

7.4. The terms of this Agreement are contractual and are the result of negotiation between Buyer and Seller.

7.5. This Agreement has been carefully read by Buyer and the contents hereof are known and understood by Buyer.

7.6. If Buyer is an entity, Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization and is qualified to do business in the state in which the Land is located and the persons executing this Agreement on behalf of Buyer have the full right and authority to execute this Agreement on behalf of Buyer and to bind Buyer without the consent or approval of any other person or entity. This Agreement is (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with its terms at the time of Close of Escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

## 8. Mandatory Negotiation and Mediation.

8.1. Except as provided in Section 8.2, Seller and Buyer agree to first negotiate and then mediate with respect to any claim or dispute arising out of or relating to this Agreement, before resorting to court action. Either party may initiate settlement negotiations by providing written notice to

02898.683 2695731v6

the other party, setting forth the subject of the claim or dispute. Buyer and Seller agree to cooperate in scheduling negotiations and to participate in the settlement negotiations in good faith. If Buyer and Seller fail to settle such claim or dispute within thirty (30) days after the date of mailing of the notice initiating settlement negotiations or within such additional time period as the parties may agree in writing, the parties agree to submit the matter to JAMS for mediation within thirty (30) days thereafter. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested (the "Mediation Notice"). Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the JAMS rules. The parties will cooperate in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. If the parties do not select a mediator within thirty (30) days of the Mediation Notice, the parties agree that either party may request that JAMS in San Francisco, California, facilitate the choice of mediator by applying the "strike and rank" process used for appointment of arbitrators in arbitration proceedings, or to appoint a mediator, if necessary, and both parties agree to the appointment of such mediator as so selected. The parties agree to participate in the mediation in good faith, and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their employees, agents, experts and attorneys, and by the mediator and any other JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If JAMS should no longer exist at the time the claim or dispute arises, the matter shall be submitted to its successor entity, or if there is no such successor entity, to the American Arbitration Association or other similar organization mutually agreed upon by the parties, and except as provided herein or by mutual agreement of the parties, the mediation rules of such successor or alternate organization shall apply. Except as may be expressly set forth in any written settlement agreement, should the matter be settled by negotiation or mediation prior to commencing court action, each party shall pay its own attorneys' fees and costs. Except as provided in Section 8.2, neither party may commence an action arising out of or relating to this Agreement until expiration of the negotiation period and completion of the initial mediation session in accordance with this Section 8.2 If either party commences an action with respect to a claim or dispute covered by this Section 8.2 without first attempting to resolve the matter through negotiation and mediation, or refuses to negotiate or mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees and costs, even if such fees and costs would otherwise be available to that party in such action.

8.2. Either party may seek equitable relief to preserve the status quo prior to participating in the negotiation and mediation proceedings required pursuant to Section 8.1. In addition, matters that are within the jurisdiction of probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder.

8.3. The provisions of this Section 8 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all fees and costs, including reasonable attorneys' fees, to be paid by the party against which enforcement is ordered.

#### 9. <u>Miscellaneous</u>.

9.1. Buyer and Seller each acknowledges (a) this Agreement is the result of extensive good faith negotiations between Buyer and Seller through their respective counsel, (b) their respective counsel has carefully reviewed and examined this Agreement before execution by each such party, respectively, and (c) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.2. In the event that any party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including the reasonable costs of discovery, investigation,

02898.683 2695731v6

preparation for trial, professional or expert consultation and testimony). Buyer shall also pay all attorneys' fees and costs Seller incurs in defending this Agreement or otherwise protecting Seller's rights in any voluntary or involuntary bankruptcy case, assignment for the benefit of creditors, or other insolvency, liquidation or reorganization proceeding involving Buyer or this Agreement, including all motions and proceedings related to relief from an automatic stay, lease assumption or rejection, use of cash collateral, claim objections, disclosure statements and plans of reorganization. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of Seller's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by Seller's Law Department. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

9.3. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Buyer and Seller. No transfer of an interest in the Land or this Agreement by Buyer or its assignees shall operate to relieve Buyer of its obligations hereunder.

9.4. The failure of either party to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any of such terms, nor shall it militate against the right of such party to insist upon strict compliance herewith at any later time.

9.5. This Agreement shall not constitute or be construed as an admission of liability or fact by Seller for any purpose whatsoever.

9.6. Buyer shall execute, acknowledge and deliver to Seller all documents, and shall take all actions reasonably required by Seller from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement.

9.7. The representations, warranties, covenants, and agreements of Buyer contained in this Agreement shall survive the Close of Escrow.

9.8. Time is of the essence of this Agreement.

9.9. The words "include," "includes," and "including" are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated.

9.10. This Agreement shall be governed by the laws of the State of California.

9.11. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, and the validity of the remainder shall remain unaffected.

9.12. This Agreement sets forth the entire understanding of Buyer and Seller in connection with the subject matter hereof, and Buyer acknowledges that Seller has made no statement, representation or warranty relating to the Land or any Other Property upon which Buyer has relied or that

02898.683 2695731v6

. .

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

acted as an inducement for Buyer to enter into this Agreement. This Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller.

[Signatures follow on next page.]

02898.683 2695731v6

Page 9

•

SOLANO,CA Document: Document-Year.DocID 2014.22415 . .

٢

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Agreement.

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a California municipal utility district

By:

Arlen Orchard General Counsel

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By:

Desmond A. Bell Senior Vice President, Safety and Shared Services

02898.683 2695731v6

Branch :SRC,User :I008

Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Agreement.

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a California municipal utility district

By: Arlen Orchard

General Counsel

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By:

Desmond A. Bell Senior Vice President, Safety and Shared Services



02898.683 2695731v6

۰.

۰,

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

## CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA	)
COUNTY OF SAN FRANCISCO	) SS )
On MANY 25, 2114, before me, _ appeared DECNIND A BELL	TARE D. Heris, Notary Public, personally
to be the person( <i>s</i> ) whose name( <i>s</i> ) is/are t that he/she/they executed the same in his/	subscribed to the within instrument, and acknowledged to me /her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person( executed the instrument.	s), or the entity upon behalf of which the person(s) acted,

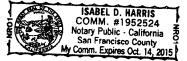
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

GABEL D. HARRIS

Notary Public

(Seal)



02898.683 2695731v6

Certificate of Acknowledgment

## CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA		
	)	SS
COUNTY OF SACRAMENTO	)	

On **MAPCH 24, 2014**, before me, **JEANNETTE PEYNAGA**, Notary Public, personally appeared **APLEN OPCHAPO**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal) Р btarv





02898.683 2695731v6

Certificate of Acknowledgment

ι

. .

•

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

## ATTACHMENT A

#### LEGAL DESCRIPTION

The parcels of land situate in the unincorporated area of the County of Solano, State of California, described on the following pages.

[See Attached]

02898.683 2695731v6

Attachment A

SOLANO,CA Document: Document-Year.DocID 2014.22415

## PARCEL 1

The parcel of land described and designated PARCEL 1 in the deed from May Donald Butler to Pacific Gas and Electric Company dated April 15, 1965 and recorded in Book 1335 of Official Records at page 365, Solano County Records, and therein described as follows:

(APN 0090-100-130; 0090-130-180,-220; 0090-140-110,-140, (portions))

"Beginning at the intersection of the easterly boundary line of the west half of Section 23, Township 3 North, Range 1 East, M.D.B. & M., with the southerly boundary line of the 712.74 acre parcel of land described in the deed from Robert Donald and wife to May Lucille Donald dated March 24, 1919 and recorded in the office of the County Recorder of said County of Solano in Book 237 of Deeds at page 463 from which the 2 inch iron pipe with a brass cap

(marked 1/4 cor. S23 / S26 L.S. 2741) marking the south quarter corner of said Section 23 bears south 0°02'10" west 602.58 feet distant and running thence north 0°02'10" east, along the easterly boundary line of the west half of said Section 23, a distance of 1537.42 feet; thence south 89°51'41" west 2636.10 feet to a point in the westerly boundary line of said Section 23; thence south 53°30'23" west 2495.85 feet to a point in the easterly boundary line of County

Road No. 68; thence south 1°17'46" east, along the easterly boundary line of County Road No. 68, a distance of 578.82 feet to the southwest corner of the parcel of land described in the deed from Montezuma Union School District of Solano County to May Donald Butler dated January 4, 1961 and recorded in the office of said County Recorder in Book 1064 of Official Records at page 424; thence along the boundary line of the parcel of land described in said deed dated January 4, 1961 the following two courses, namely: north 89°42'14" east 229.02 feet to the southeast corner of the parcel of land described in said deed dated January 4, 1961 and described in said deed dated January 4, 1961 and north

3°32' 46" west 300.30 feet to the northeast corner of the parcel of land described in said deed dated January 4, 1961, said northeast corner being in the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land the following two courses, namely: north 66°12'14" east 508.20 feet and south 14°32'46" east 706.21 feet; thence north 67°44'55" east 260.10 feet to a point in the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land the following three courses, namely: north 89°51'41" east 215.82 feet, north 0°08'19" west 602.58 feet and north 89°51'41" east 3320.59 feet, more or less, to the point of beginning; containing 141.712 acres, more or less.

EXCEPTING therefrom any portion thereof lying within the boundary lines of the parcels of land designated Parcel I and Parcel II in the deed from The Roman Catholic Bishop of Sacramento to Pacific Gas and Electric Company dated October 16, 1962 and recorded in the office of said County Recorder in Book 1167 of Official Records at page 362 and re-recorded in Book 1170 of Official Records at page 399 and in Book 1179 of Official Records at page 227."

FURTHER EXCEPTING therefrom all oil, gas and other minerals within or underlying said parcel of land as and to the extent excepted and reserved in said deed from May Donald Butler to Pacific Gas and Electric Company dated April 15, 1965.

02898.683 2695731v6

Branch :SRC,User :I008

.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

## PARCEL 2

The parcel of land described in the deed from Pace-Shear Radio, Inc. to Pacific Gas and Electric Company dated April 7, 1964 and recorded in Book 1267 of Official Records at page 25, Solano County Records, and therein described as follows:

## (APN 0090-130-100; 0090-130-110 (portion),-120 &-150)

"A description of a portion of that certain tract of land conveyed to K. E. C. C. Inc., by deed recorded May 3, 1950 in Book 530, page 41, Instrument No. 5604, Official Records, of Solano County, California, said tract of land located in Sections 22, 23, 26 and 27, Township 3 North, Range 1 East, M.D.B.& M., Solano County, California and being more particularly described as follows:

Beginning at a point on the Northerly line of County Road No. 493, said point bearing North, a distance of 620.58 feet, West a distance of 2238.62 feet and South 0° 39' 10" West, a distance of 407.20 feet from the Quarter Section corner common to Sections 23, and 26, Township 3 North, Range 1 East, M.D.B.& M., Solano County, California; thence from said point of beginning and proceeding along the Northerly line of said County Road No. 493 North 84° 18' 50" West a distance of 542.87 feet to an angle point in said road; thence continuing along said road South 70° 12' West a distance of 324.63 feet: thence leaving the Northerly line of said road South 33° 32' 40" West a distance of 119.24 feet; thence South 70° 02' 40" West a distance of 90.00 feet; thence South 0° 03' 20" East a distance of 40.00 feet; thence South 26° 41' 20" East a distance of 250.00 feet; thence South 65° 30' 20" East a distance of 50.11 feet; thence South 6° 03' 20" East a distance of 61.14 feet; thence South 84° 02' 40" West a distance of 165.00 feet; thence North 56° 12' 20" West a distance of 103.21 feet; thence South 0° 36' 30" West a distance of 333.96 feet; thence South 4° 23' 30" East a distance of 248.16 feet; thence South 0° 36' 30" West a distance of 297.00 feet; thence South 39° 08' 30" East a distance of 351.12 feet; thence South 22° 06' 30" West a distance of 247.50 feet; thence South 73° 23' 30" East a distance of 132.00 feet; thence South 33° 23' 30" East a distance of 165.00 feet to Point "A"; thence South 33° 23' 30" East to the intersection thereof with the mean low water line on the Northerly Bank of the Sacramento River; thence in an Easterly direction along said mean low water line to a point that bears South 0° 30' 10" West from Point "B", said Point "B" bearing the following courses and distances from said Point "A", North 60° 06' 30" East, a distance of 155.73 feet; thence North 77° 12' 30" East a distance of 400.47 feet; thence South 85° 03' 30" East a distance of 177.02 feet; thence leaving said Point "B" North 0° 39' 10" East a distance of 1895.29 feet to the point of beginning, containing 44.41 acres of land, more or less."

EXCEPTING therefrom all oil, gas, minerals and other hydrocarbon substances situate therein and thereunder or that may hereafter be situate therein and thereunder as and to the extent excepted and reserved in the Deed from Fontana Farms Company, a California corporation, to KECC, INC., a Corporation, dated April 10, 1950 and recorded May 3, 1950 in Book 530 of Official Records, page 41, Instrument No. 5604.

02898.683 2695731v6

## PARCEL 3

The parcel of land described in the deed from Savior Papetti and Marie Papetti to Pacific Gas and Electric Company dated April 3, 1962 and recorded in Book 1136 of Official Records at page 163, Solano County Records, and therein described as follows:

## (APN 0090-130-070,-130,-140,-160 &-170)

"Beginning at a point in the southwest quarter of Section 23, Township 3 North, Range 1 East, M. D. B. & M., said point of beginning is determined by running North 602.85 feet; and thence West 2238.93 feet from the rotted remains of a 3 inch by 4 inch stake marking the north quarter corner of Section 26, Township 3 North, Range 1 East, M. D. B. & M., and running thence from the point of beginning as so determined South 0° 16' 10" West 407.20 feet to a point in the northerly boundary line of County Road No. 493; thence along the northerly boundary line of County Road No. 493; thence along the northerly boundary line of County Road No. 493; thence along the northerly boundary line of County Road No. 493; thence South 84° 41' 50" West 542.87 feet; and thence South 69° 49' 00" West 324.63 feet; thence South 63° 09' 40" West, along the center line of County Road No. 493, a distance of 222.09 feet; thence North 0° 14' 30" East 575.67 feet; thence North 89° 37' 00" East 1077.39 feet, more or less, to the point of beginning; containing 10.4 acres, more or less, and being a portion of said Section 23 and a portion of Section 22, Township 3 North, Range 1 East, M. D. B. & M.

Being the 10.4 acre parcel of land conveyed by Joseph Ragni and wife to Savior Papetti and wife by deed dated April 1, 1958 and recorded in the office of the County Recorder of said County of Solano in Book 930 of Official Records at page 44.

Excepting from said real property all oil, gas, minerals, and other hydrocarbon substances as and to the extent excepted and reserved in the deed from Fontana Farms Company to KECC, INC., dated April 10, 1950 and recorded in the office of said County Recorder in Book 530 of Official Records at page 41.

Further excepting from said real property all rights to minerals, oil, gas, or other hydrocarbon substances as and to the extent excepted and reserved in the deed from Kings County Land & Cattle Co., Incorporated to Clifford Dana and wife dated July 22, 1957 and recorded in the office of said County Recorder in Book 893 of Official Records at page 337."

02898.683 2695731v6

## PARCEL 4

The parcel of land described in the deed from Clifford Dana and Dora Dana to Pacific Gas and Electric Company dated November 28, 1962 and recorded in Book 1180 of Official Records at page 411, Solano County Records, and therein described as follows:

## (APN 0090-130-080 &-090)

"A portion of that certain parcel of land conveyed to Fontana Farms Company by Deed recorded August 28, 1945 in Book 330, page 388, Instrument No. 8634, Official Records of Solano County, California, said portion being more particularly described as follows:

Beginning at a point in the center of County Road No. 493, said point bearing North a distance of 602.58 feet, West a distance of 3315.27 feet and South 0° 36' 30" West a distance of 575.28 feet from the Quarter Section corner common to Sections 23 and 26, Township 3 North, Range 1 East, M. D. B. & M., Solano County, California; thence from said point of beginning North 70° 12' East along the center of said County Road a distance of 221.00 feet to a point on the Westerly line of that certain 44.41 acre parcel of land conveyed to John F. Malloy, et ux, by Deed recorded March 26, 1957, in Book 874, page 360, Instrument No. 5073, Official Records of Solano County, California; thence along the Westerly line of said Malloy parcel the following courses and distances, South 33° 32' 40" West a distance of 74.80 feet; thence South 70° 02' 40" West a distance of 90.00 feet; thence South 0° 03' 20" East a distance of 40.00 feet; thence South 26° 41' 20" East a distance of 250.00 feet; thence South 65° 30' 20" East a distance of 50.11 feet; thence South 6° 03' 20" East a distance of 61.14 feet; thence South 84° 02' 40" West a distance of 165.00 feet; thence North 56°12'20" West to and along the Easterly line of that certain parcel described as Parcel No. 2 in that certain Decree, a certified copy of which was recorded October 15, 1926 in Book 284 of Deeds, page 162, Instrument No. 3479, Records of Solano County, California; thence continuing along the Easterly line of said Parcel No. 2 the following courses and distances, North 5° 06' 20" West a distance of 145.00 feet; thence North 40° 37' 10" West a distance of 131.86 feet to a point on the Southerly line of said County Road No. 493; thence East along the Southerly line of said County Road a distance of 178.20 feet; thence North 0° 36' 30" East a distance of 27.30 feet to the point of beginning. Located in the Southeast Quarter of Section 22 and in the Northeast Quarter of Section 27, Township 3 North, Range 1 East, M. D. B. & M., Solano County, California, and containing 1.933 acres of land, more or less.

Excepting from said real property all rights to minerals, oil, gas, or other hydrocarbon substances in, under or upon said real property, as reserved in the deed from Kings County Land & Cattle Co. Incorporated to Clifford Dana and wife dated July 22, 1957 and recorded in the office of said County Recorder in Book 893 of Official Records at page 337."

02898.683 2695731v6

Attachment A

.

۰.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved

## PARCEL 5

The parcels of land situate in the unincorporated area of the County of Solano, State of California, described as follows:

(APN 0090-100-220 &-230 (portions))

The East half of Section 23, Township 3 North, Range 1 East, M.D.B. &M., as said Section 23 is shown and so designated upon the Record of Survey Map filed April 18, 1979 and recorded in Book 14 of Surveys at Page 64, Solano County Records.

EXCEPTING THEREFROM the northerly 935.00 feet of the easterly 2340.00 feet of said East half of Section 23.

All that certain parcel approximately 3 acres in Section 14, lying in the Southeast Quarter of said Section 14 in Township 3 North, Range 1 East, M.D.B.&M., bounded on the North by County Road No. 595, on the East by the lands once owned by Talbert, on the West by the West line of the Southeast Quarter of said Section 14 and on the South by the South line of said Section 14, more particularly described as follows:

EXCEPT that portion of said 3 acre parcel described as follows:

Commencing at the North Quarter Corner of said Section 23;

Thence N 89°50'07" E along the northerly line of said Section 23, to a point lying 2340.00 feet from the Northeast Corner of said Section 23, said point being the True Point of Beginning;

Thence leaving said northerly line on a line parallel with the easterly line of said Section 23, N 0°05'39" E 172.74' feet, to the southeasterly line of Talbert Lane (formerly known as County Road No. 595);

Thence along said southeasterly line S73°39'52" E 343.00 feet to the intersection of the southeasterly line of Talbert Lane with the westerly line of the lands once owned by Talbert;

Thence leaving said southeasterly line, S 12°35'08" W 77.22 feet, along the westerly line of said lands, to a point on the northerly line of said Section 23, distant thereon 2027.39 feet from the Northeast Corner of said Section 23;

Thence along said northerly line of Section 23, S 89°50'07" W 312.61 feet to the True Point of Beginning.

Being portions of PARCEL NO. ONE, as said PARCEL NO. ONE is described in the deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at page 628, Solano County Records.

The bearings used are based on the Record of Survey filed for record April 18, 1979 in Book 14 of Surveys at page 64, Solano County Records.

02898.683 2695731v6

## PARCEL 6

The parcels of land described in the deed from The Roman Catholic Bishop of Sacramento to Pacific Gas and Electric Company dated October 16, 1962 and recorded in Book 1167 of Official Records at page 362, Solano County Records, and re-recorded in Book 1170 of Official Records at page 399 and in Book 1179 of Official Records at page 227, and therein described as follows:

(APN 0090-140-110 &-140 (portions))

"Parcel I. The parcel of land conveyed to The Roman Catholic Archbishop of San Francisco by deed dated March 8, 1887 and recorded in the office of the County Recorder of said County of Solano in Book 132 of Deeds at page 75."

Said parcel being more particularly described in said deed dated March 8, 1887, as Parcel Eighteenth and as follows:

STARTING FROM THE COUNTY ROAD LEADING FROM COLLINSVILLE AND RUNNING EAST FOURTEEN (14) RODS ON THE SOUTH LINE OF SECTION TWENTY THREE (23); THENCE NORTH EIGHT (8) RODS TO A STAKE BEING THE ESTABLISHED CORNER OF THIS DEED; THENCE RUNNING 20 RODS NORTH ON A LINE OF THE SCHOOL HOUSE PLOT; THENCE 12 RODS EAST; THENCE RUNNING SOUTH TWENTY (20) RODS; THENCE TWELVE (12) RODS WEST TO THE PLACE OF BEGINNING.

"Parcel II. The parcel of land conveyed to The Roman Catholic Archbishop of San Francisco by deed dated December 31, 1907 and recorded in the office of said County Recorder in Book 169 of Deeds at page 200."

Said parcel being more particularly described in said deed dated December 31, 1907, as follows:

BEGINNING AT THE SOUTHWEST CORNER OF THE ROMAN CATHOLIC CHURCH LOT NEAR COLLINSVILLE CONVEYED BY E. I. UPHAM TO P.W. RIORDAN BY DEED DATED JANUARY 07, 1888, THENCE S. 3 1/4° E. 83 FEET TO THE NORTHERLY LINE OF COUNTY ROAD NO. 493; THENCE ALONG SAID LINE S. 73 3/4° E. 160 FEET; THENCE N. 3 1/4° W. 128 3/10 FEET; THENCE West 150 FEET TO THE PLACE OF BEGINNING; CONTAINING 15825 SQUARE FEET. BEING PART OF THE LAND CONVEYED BY ESTATE OF E. I. UPHAM TO J. C. O'NEAL BY DEED DATED SEPTEMBER 18, 1899.

02898.683 2695731v6

#### PARCELS 7 & 8

The parcels of land described and designated PARCEL 1 and PARCEL 3 in the document entitled "Certificate of Compliance Lot Line Adjustment CC-12-05" recorded January 29, 2014 as Recorder's Serial Number 201400005815 in the Official Records of Solano County, and therein described as follows:

(APN 0090-120-080,-090 (portions); 0090-130-190,-200 &-210 (portion); 0090-180-240)

#### **"PARCEL 1**

Beginning at the northeast corner of the parcel of land conveyed by Solano County Title Company to Pacific Gas and Electric Company by deed dated May 28, 1964 and recorded in Book 1273 of Official Records at page 258, Solano County Records, and running along the northerly boundary line of the parcel of land conveyed by said deed dated May 28, 1964

(1) south 89°15'00"west (south 89°55' west according to said deed dated May 28, 1964)

2240.04 feet

to the northwest corner of the parcel of land conveyed by said deed dated May 28, 1964; thence running along the westerly boundary line of the parcel of land conveyed by said deed dated May 28, 1964

(2) south 0°20'00"east 1475.04 feet

to a point distant 1475 feet southerly from (measured at a right angle to) the northerly boundary line of the parcel of land conveyed by said deed dated May 28, 1964, and its westerly prolongation; thence leaving said westerly boundary line and running along a line which is parallel with the northerly boundary line of the parcel of land conveyed by said deed dated May 28, 1964

(3) north 89°15'00" east 2243.56 feet

to a point in the southwesterly boundary line of the 60-foot wide road easement described in, and shown on, EXHIBIT "B" attached to the grant deed from Pacific Gas and Electric Company to Southern Energy Delta, L.L.C., dated April 15, 1999 and recorded as Recorder's Serial Number 99-33916 in the Official Records of Solano County; thence leaving said parallel line and running northerly along the southwesterly boundary line of said 60-foot wide road easement

- (4) northerly on a curve to the right with a radius of 690.00 feet, through a central angle of
  - 1°05'02" and tangent at the northerly terminus thereof to a line which has a bearing of

north 5°20'55" west, an arc distance of 13.05 feet

to a point in the easterly boundary line of the parcel of land conveyed by Walter Whitman and others to Pacific Gas and Electric Company by deed dated December 10, 1962 and recorded in Book 1180 of Official Records at page 406, Solano County Records; thence leaving said southwesterly boundary line and running along the easterly boundary line of the parcel of land conveyed by said deed dated December 10, 1962 and along the easterly boundary line of the parcel of land conveyed by said deed dated May 28, 1964, said easterly boundary lines being also portions of the North-South quarter section line of Section 26, Township 3 North, Range 1 East, MDM,

(5) north 0°15'00" west 859.45 feet

to the north quarter corner of said Section 26; thence continuing along the easterly boundary line of the parcel of land conveyed by said deed dated May 28, 1964, said easterly boundary line being in part the North-South quarter section line of Section 23, Township 3 North, Range 1 East, MDM,

(6) north 0°40'00" west 602.58 feet, more or less,

to the point of beginning; excepting therefrom the portion thereof lying within the boundary lines of the county road known as Stratton Road (County Road No. 493); being portions of (i) the parcel of land conveyed by said deed dated May 28, 1964, (ii) the parcel of land conveyed by said deed dated December 10, 1962, and (iii) the parcel of land described and designated PARCEL NO. TWO in the deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at page 628, Solano County Records.

#### PARCEL 3

Beginning at the north quarter corner of Section 26, Township 3 North, Range 1 East, MDM, said north quarter corner being also the northwest corner of the parcel of land described and designated PARCEL NO. TWO in said deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21,

02898.683 2695731v6

1964, and running along the north line of said Section 26 and along the north line of Section 25, Township 3 North, Range 1 East, MDM, said north lines being also the northerly boundary line of said PARCEL NO. TWO,

(1) East 4586.34 feet

to the northeast corner of said PARCEL NO. TWO; thence running along the easterly boundary line of said PARCEL NO. TWO

(2) south 17°30'00" west 650.10 feet; thence

(3) south 45°45'00" west 990.66 feet; thence

(4) south 44°00'00" west 102.96 feet; thence

(5) south 24°15'00" west 285.78 feet; thence

(6) south 19°00'00" west 239.58 feet; thence

(7) south 13°30'00" west 155.76 feet

to a point in the approximate 35-foot contour as described in the description of said PARCEL NO. TWO, said 35-foot contour forming in part the general southerly boundary line of said PARCEL NO. TWO; thence running along said approximate 35-foot contour and said general southerly boundary line

(8) south 28°20'00" west 193.8 feet; thence

(9) south 49°08'00" west 101.0 feet; thence

(10) south 77º44'00" west 175.1 feet; thence

(11) south 17º42'00" west 207 feet; thence

(12) south 40°40'00" west 97 feet; thence

(13) south 86°24'00" west 76 feet; thence

(14) north 41°10'00" west 219 feet; thence

(15) north 16°04'00" west 148 feet; thence

(16) north 23°36'00" east 191 feet; thence

(17) north 49°23'00" west 125 feet; thence (18) north 13°58'00" west 100 feet; thence

(19) north 0°56'00" east 120 feet; thence

(20) north  $11^{\circ}48'00"$  west 156 feet; thence

(21) north  $3^{\circ}30'00"$  west 157 feet; thence

(22) north  $2^{\circ}17'00$ " west 132 feet; thence

(23) north 22°44'00" east 412 feet; thence

(24) north 29°33'00" east 228 feet; thence

(25) south 72°37'00" west 187.1 feet; thence

(26) south 36°11'00" west 175 feet; thence

(27) south 71°57'00" west 92.1 feet; thence

(28) north 76°02'00" west 185.1 feet; thence

(29) south  $33^{\circ}44'00"$  east 137 feet; thence (30) south  $23^{\circ}21'00"$  east 94 feet; thence

(30) south 23°21'00' easi 94 reet, thence (31) south 13°14'00" west 157 feet; thence

(32) south  $2^{\circ}59'00''$  west 399 feet; thence

(33) south  $0^{\circ}53'00''$  west 234 feet; thence

(34) south 26°23'00" west 148 feet; thence

(35) south 2°27'00" east 253 feet; thence

(36) south 11°35'00" west 64 feet; thence

(37) south 87°21'00" west 74 feet; thence

(38) north 65°26'00" west 189.1 feet; thence

(39) north 81°54'00" west 210.1 feet; thence

(40) south 80°59'00" west 129.1 feet; thence

(41) north 40°22'00" west 116 feet; thence

(42) north 83°10'00" west 134.1 feet; thence(43) north 62°13'00" west 92 feet; thence

(44) north 24°36'00" west 113 feet; thence

(45) north  $4^{\circ}02'00"$  east 171 feet; thence

(46) south 62°08'00" west 163.1 feet; thence

(47) south 26°48'00" west 87.05 feet, more or less,

02898.683 2695731v6

· ,

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved

to the point of intersection of the general southerly boundary line of said PARCEL NO. TWO with the southwesterly boundary line of the 60-foot wide road easement described in, and shown on, EXHIBIT "B" attached to the hereinbefore referenced grant deed from Pacific Gas and Electric Company to Southern Energy Delta, L.L.C., dated April 15, 1999, said point being also a point in the northeasterly boundary line of the parcel of land described and designated PARCEL 2 in the hereinbefore document entitled "Certificate of Compliance Lot Line Adjustment CC-12-05" recorded January 29, 2014; thence leaving the general southerly boundary line of said PARCEL NO. TWO and said approximate 35 foot contour line and running along the southwesterly boundary line of said 60-foot wide road easement, said southwesterly boundary line being in part the northeasterly boundary line of said PARCEL 2,

- (48) north 27°12'48" west 80.38 feet; thence
- (49) northwesterly on a non-tangent curve to the left with a radius of 190.00 feet, through a central angle of 27°54'07" and tangent at the southeasterly terminus thereof to a line which has a bearing of north 29°10'00" west, an arc distance of 92.53 feet; thence
- (50) north 57°04'07" west 81.68 feet; thence
- (51) northwesterly on a curve to the left with a radius of 510.00 feet, through a central angle of 25°19'54", an arc distance of 225.48 feet; thence
- (52) north 82°24'04" west 72.50 feet; thence
- (53) northwesterly on a curve to the right with a radius of 520.00 feet, through a central angle of 32°07'01", an arc distance of 291.06 feet; thence
- (54) north 50°17'02" west 304.49 feet; thence
- (55) northwesterly on a curve to the right with a radius of 505.00 feet, through a central angle of 35°24'22", an arc distance of 312.07 feet; thence
- (56) north 14°52'40" west 237.18 feet; thence
- (57) northerly on a curve to the right with a radius of 690.00 feet, through a central angle of 8°26'43", an arc distance of 101.71 feet

to the southeast corner of the parcel of land hereinbefore described and designated PARCEL 1; thence leaving the northeasterly boundary line of said PARCEL 2 and running along the easterly boundary line of said PARCEL 1

- (58) northerly on a curve to the right with a radius of 690.00 feet, through a central angle of
- 1°05'02<sup>ii</sup> and tangent at the northerly terminus thereof to a line which has a bearing of north 5°20'55<sup>ii</sup> west, an arc distance of 13.05 feet; thence
- (59) north 0°15'00" west 859.45 feet

to the point of beginning; excepting therefrom the portion thereof lying within the boundary lines of the county road known as Stratton Road (County Road No. 493); being a portion of the parcel of land described and designated PARCEL NO. TWO in said deed dated September 21, 1964.

The foregoing descriptions are based on the bearings in the description of PARCEL NO. TWO contained in the deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at page 628, Solano County Records, and upon the description of the parcel of land contained in the judgment, wherein Pacific Gas and Electric Company is plaintiff, dated September 12, 1966 and recorded in Book 1417 of Official Records at page 288, Solano County Records."

02898.683 2695731v6

#### ATTACHMENT B

#### REMAINDER LAND

The parcels of land situate in the unincorporated area of the County of Solano, State of California, described as follows:

## Parcel 1

Beginning at a point on the line between Sections 22 and 27 in Township 3 North, Range 1 East. Mount Diablo Base and Meridian, which point is 30.20 chains West of the corner of Sections 22-23-26 and 27 in said Township and is on the East side of the County Road. No. 68, leading from Bird's Landing to Collinsville; thence running along the Easterly boundary of line of said Road South 1° East 7.87 chains to a. redwood stake 2 x 4 x 30 inches, thence East 13.47 chains to a redwood stake 2 x 2 x 18 inches; thence North 6° West 6.50 chains to a redwood stake 2 x 2 x 18 inches at the Southeast corner of Lot 2 in Section 27, in said Township as shown by the United States Government Plats and :field notes; thence North 14 1/2° West 10.72 chains to a redwood stake 2 1/2 x 2 1/2 x 21 inches at fence; thence South 66 1/2° West 4.49 chains to a stake; thence South 66 1/2° West 52 feet; thence South 3 1/4° East 351 feet to North line of land formerly belonging to J. C. O'Neal; thence West along the same about 2.28 chains to the Southwest corner of the Roman Catholic Church lot near Collinsville as described in deed from the estate of E. I. Upham, deceased to J.C O'Neal dated September 18th, 1899, thence South 3 1/4° East 19 links to the Southeast corner of the Public School lot; thence South 89° West 3.47 chains to the Southwest corner of said Public School lot at the easterly line of said County Road; thence along the same South 1° East 1.25 chains to the beginning.

Excepting that certain piece or parcel of land deeded by J. C. O'Neal and Susan E. O'Neal, his wife to the Roman Catholic Archbishop of San Francisco, a religious Corporation Sole by deed dated December 31st, 1907 and Recorded in the office of the County Recorder of said Solano County April 22nd, 1908, in Book 169 of Deeds, at page 200.

Excepting also that certain strip of land deeded by J. C. O'Neal to the County of Solano by Deed dated December 16th, 1901, for a Public Highway and known as County Road No. 493 containing 1.04 acres, a little more or less, and recorded in Book 142 of Deeds at page 329, Records of Solano County, which said Deeds are hereby referred to and made a part hereof for more accurate description leaving a balance hereby conveyed of 14.37 acres, a little more or less.

Excepting also therefrom any portion thereof lying within the boundary lines of land deeded to the Roman Catholic Archbishop of San Francisco by deed dated March 8, 1887 and recorded in the office of the County Recorder of said County of Solano in Book 132 of Deeds at Page 75.

Saving and excepting from the above described lands, all oil, gas and other hydrocarbons and minerals now, or at any time hereafter situate therein and thereunder, together with all easements and rights exploration for, production, storage, and transportation thereof, and also the right to drill for, produce and use water from said real property in connection with any drilling or mining operations thereon.

02898.683 2695731v6

## Parcel 2 (Portion of APN 0090-130-27)

Beginning at the most southerly corner of said 141.712 acre parcel of land, said most southerly corner being in the boundary line of the 14.37 acre parcel of land conveyed by Margaret Lobdell to Robert B. Lobdell and wife dated May 7, 1956 and recorded in the office of said County Recorder in Book 828 of Official Records at page 109 and running thence along the boundary line of said 14.37 acre parcel of land the following two courses, namely: south 6°17'46" east 429.00 feet to the southeast corner of said 14.37 acre parcel of land and south 89°42'14" west 889.02 feet to a point in the easterly boundary line of County Road No. 68; thence along the easterly boundary line of County Road No. 68 the following two courses, namely: south 1°17'46" east 130.02 feet and south 2°10'14" west 279.54 feet; thence south 87°49'46" east 13.00 feet; thence south 6°34'46" east 531.18 feet; south 13°38'46" east 191.34 feet; thence south 87°49'46" east 14.00 feet; thence south 12°26'46" east 91.15 feet; thence north 87°49'46" west 83.00 fect to the northeast corner of Lot 9, as said Lot 9 is shown upon the Map of Lots at Collinsville filed for record in the office of said County Recorder in Book 2 of Maps at page 51; thence south 2°10'14" west, along the easterly boundary line of said Lot 9 and the easterly boundary lines of Lots 8, 7, 6, 5, 4, 3, 2 and 1, as said lots are shown upon said Map, 410.45 fect to the southeast corner of said Lot 1, the south-east corner of said Lot 1 being in the northerly boundary line of the 9 acre parcel of land described in the deed from Leslic E. Emmington, administrator, to Leslie E. Emmington and others dated October 8, 1951 and recorded in the office of said County Recorder in Book 596 of Official Records at page 258; thence north 89°30'14" east, along the last mentioned boundary line, 170.94 feet to the northeast corner of said 9 acre parcel of land; thence south 12°47'46" east, along the easterly boundary line of said 9 acre parcel of land, 363.70 feet to the most westerly corner of the parcel of land described in the deed from Robert Donald to Nicola Macello dated December 31, 1908 and recorded in the office of said County Recorder in Book 211 of Deeds at page 290; thence along the boundary line of the parcel of land described in said deed dated December 31, 1908 the following two courses, namely: northeasterly 80.00 feet to the most northerly corner of the parcel of land described in said deed dated December 31, 1908 and south-easterly 40.00 feet to the most westerly corner of the parcel of land described in the deed from S. A. Romani to Meredith Fish Company dated April 18, 1960 and recorded in the office of said County Recorder in Book 1027 of Official Records at page 3; thence northeasterly, along the northwesterly boundary line of the parcel of land described in said deed dated April 18, 1960 and along the northwesterly boundary lines of (a) the parcel of land described in the deed from Anna Galli and husband to Bartolo Ventrice and others recorded January 5, 1944 in the office of said County Recorder in Book 295 of Official Records at page 222, (b) the parcel of land described in the deed from Salvatore Papetti to Carmen Cattalico and Josephine Leontini dated March 26, 1959 and recorded in the office of said County Recorder in Book 980 of Official Records at page 278 (c) the parcel of land described in the deed from Robert Donald and wife to John Merlini and Nellie Merlini dated February 6, 1919 and recorded in the office of said County Recorder in Book 262 of Deeds at page 449 and (d) the parcel of land described in the deed from Robert Donald to D. Focaracci dated October 17, 1913 and recorded in the office of said County Recorder in Book 228 of Deeds at page 192, approximately 280 feet to a point in the boundary line of the parcel of land described in the deed from Mary C. McDonald to Eva M. McDonald dated February 21, 1961

02898.683 2695731v6

and recorded in the office of said County Recorder in Book 1066 of Official Records at page 685; thence along the boundary line of the parcel of land described in said deed dated February 21, 1961 the following two courses, namely: northeasterly approximately 250 feet to the northwest corner of the parcel of land described in said deed dated February 21, 1961, said northwest corner being distant 100 feet northerly from (measured at a right angle to) the center line of the levee on the northerly side of the Sacramento River, and easterly, parallel with the center line of said levee, 300 feet to the most northerly corner of the parcel of land described in said deed dated February 21, 1961, said most northerly corner being in the boundary line of said 712.74 acre parcel of land; thence north 10°26'41" east, along the boundary line of said 712.74 acre parcel of land, 722.72 feet to the most westerly corner of the 2.24 acre parcel of land described in the decree of distribution dated April 10, 1919 and recorded in the office of said County Recorder in Book 148 of deeds at page 356; thence along the westerly boundary line of said 2.24 acre parcel of land the following two courses, namely: north 10°26'41" east 423.72 feet and north 39°15'06" east 46.57 feet to a point in the boundary line of said 712.74 acre parcel of land; thence along the boundary line of said 712.74 acre parcel of land the following five courses, namely: north 45°21'41" east 165.00 feet, north 12°23'19" west 186.78 feet, north 0°36'41" east 332.64 feet, north 50°53'19" west 117.48 feet and north 23°23'19" west 267.30 feet to a point in the boundary line of said 141.712 acre parcel of land; thence south 67°44'53" west, along the boundary line of said 141.712 acre parcel of land, 260.10 feet, more or less to the point of beginning; containing approximately 42 acres.

## Parcel 3

The parcels of land described in the decree of distribution dated June 23, 1919 and recorded in the office of the County Recorder of said County of Solano in Book 148 of deeds at page 356.

EXCEPTING therefrom any portion thereof lying within the boundary lines of the parcel of land described in the deed from Pace-Shear Radio, Inc. to Pacific Gas and Electric Company dated April 7, 1964, and recorded April 28, 1964 in Book 1267 of Official Records at Page 25, Solano County Records.

## Parcel 4

Being situate near Collinsville, and being a portion of Swamp and Overflowed Land Survey No. 26 in Section 27, Township 3 North, Range 1 East, M. D. B. & M.

Beginning on the Southeasterly boundary line of Swamp and Overflowed Land Survey No. 26 on Sacramento River South 43°10' West, 7.60 chains from the Southeast corner of said survey; thence North 2.85 chains to a point on the levee at a fence; thence North 28° West, 2.05 chains to the middle of slough; thence down the middle of slough to the North end of a flood gate and the extension thereof South 14°15' East, 2.80 chains to the Southeasterly boundary line of said Swamp and Overflowed Land Survey No. 26; thence along the same North 43° 10' East, 5.90 chains to the point of beginning; containing 3.02 acres of land, more or less, and being the same land deeded by one Luciano Carsare to Guiseppe Passalacqua by Deed dated October 19, 1882 and recorded in Book 82 of Deeds, Page 19.

EXCEPTING THEREFROM that certain real property described in the Deed from Giovacchino Tremaroli and Albina Tremaroli to P. H. Peterson dated June 30, 1939 and recorded June 30, 1939 in Book 201 of Official Records, at Page 290, Instrument No. 3856.

02898.683 2695731v6

FURTHER EXCEPTING THEREFROM that certain real property described in the Deed from George W. Starmose, a single man, to Dietrich C. Schroeder and Thyra K. Schroeder, dated July 14, 1953 and recorded July 14, 1953 in Book 677 of Official Records at Page 500, Instrument No. 11321.

#### Parcel 5

The parcel of land described and designated PARCEL 2 in the document entitled "Certificate of Compliance Lot Line Adjustment CC-12-05" recorded January 29, 2014 as Recorder's Serial Number 201400005815 in the Official Records of Solano County, and therein described as follows:

(APN 0090-120-080 (portion); 0090-120-090 (portion); 0090-130-210 (portion); 0090-180-210)

"Beginning at the southwest corner of the parcel of land hereinbefore described and designated PARCEL 1 and running along the southerly boundary line of said PARCEL 1

(1) north 89°15'00" east 2243.56 feet

to the southeast corner of said PARCEL 1, said southeast corner being a point in the southwesterly boundary line of said 60-foot wide road easement; thence running along said southwesterly boundary line

- (2) southerly on a curve to the left with a radius of 690.00 feet, through a central angle of 8°26'43" and tangent at the southerly terminus thereof to the succeeding course, an arc distance of 101.71 feet; thence
- (3) south 14°52'40" east 237.18 feet; thence
- (4) southeasterly on a curve to the left with a radius of 505.00 feet, through a central angle of 35°24'22", an arc distance of 312.07 feet; thence
- (5) south 50°17'02" east 304.49 feet; thence
- (6) southeasterly on a curve to the left with a radius of 520.00 feet, through a central angle of 32°07'01", an arc distance of 291.48 feet; thence
- (7) south 82°24'04" east 72.50 feet; thence
- (8) southeasterly on a curve to the right with a radius of 510.00 feet, through a central angle of 25°19'54", an arc distance of 225.48 feet; thence
- (9) south 57°04'07" east 81.68 feet; thence
- (10) southeasterly on a curve to the right with a radius of 190.00 feet, through a central angle of 27°54'07" and tangent at the southeasterly terminus thereof to a line which has a bearing of south 29°10'00" east, an arc distance of 92.53 feet; thence
- (11) south 27°12'48" east 80.38 feet

to a point in the general southerly boundary line of the parcel of land described and designated PARCEL NO. TWO in the deed from Hazel L. Stratton to Pacific Gas and Electric Company dated September 21, 1964 and recorded in Book 1294 of Official Records at page 628, Solano County Records; thence leaving said southwesterly boundary line and running along said general southerly boundary line

- (12) south 26°48'00" west 83.95 feet; thence
- (13) south 85°26'00" west 81.10 feet; thence
- (14) south 85°26'00" west 93.90 feet; thence
- (15) south 59°26'00" west 243.20 feet; thence
- (16) south 26°42'00" west 378.40 feet; thence
- (17) south 28°43'00" west 1049.84 feet

to the ordinary high water mark on the north or right bank of the Sacramento River; thence running along said ordinary high water mark

(18) north 50°24'30" west 109 feet, more or less,

to the most southerly corner of the parcel of land described in the judgment wherein Pacific Gas and Electric Company is plaintiff, dated September 12, 1966 and recorded in Book 1417 of Official Records at page 288, Solano County Records; thence running northwesterly along the southerly boundary line of the parcel of land described in said judgment dated September 12, 1966, said southerly boundary line being also the ordinary high water mark on the north or right bank of the Sacramento River,

Attachment B

- (19) north 50°24'30" west 205.20 feet; thence
- (20) north 55°57'30" west 118.80 feet; thence
- (21) north 62°06'30" west 69.30 feet; thence

02898.683 2695731v6

۰.

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

(22) north 28°57'30" west 87.40 feet; thence (23) north 40°53'30" west 52.20 feet; thence (24) north 60°21'00" west 109.80 feet; thence (25) north 51°05'30" west 101.10 feet; thence (26) north 38°53'00" west 140.70 feet; thence (27) north 44°01'00" west 54.40 feet; thence (28) north 40°36'30" west 156.90 feet; thence (29) north 40°44'30" west 114.10 feet; thence (30) north 34°43'00" west 67.50 feet; thence (31) north 44°01'00" west 133.90 feet; thence (32) north 38°10'30" west 184.70 feet; thence (33) north 71°23'30" west 46.50 feet; thence (34) north 60°16'30" west 39.00 feet; thence (35) north 35°10'00" west 20.80 feet; thence (36) north 10°10'30" west 5.70 feet; thence (37) north 64°36'00" west 51.50 feet; thence (38) north 35°31'00" west 82.90 feet; thence (39) north 54°20'00" west 141.90 feet; thence (40) north 56°34'30" west 41.10 feet; thence (41) north 11°53'00" west 44.40 feet; thence (42) north 75°39'00" west 56.50 feet; thence (43) north 61°39'30" west 85.20 feet; thence (44) north 55°55'30" west 121.30 feet; thence (45) north 63°40'30" west 77.70 feet; thence (46) north 52°34'30" west 81.70 feet; thence (47) north 73°53'30" west 47.50 feet; thence (48) north 66°04'30" west 158.20 feet; thence (49) north 72°05'00" west 66.50 feet; thence (50) south 86°10'00" west 49.10 feet; thence (51) north 71°31'00" west 73.80 feet; thence (52) south 81°59'30" west 32.40 feet; thence

(53) north 89°32'30" west 20.51 feet, more or less,

to the point of intersection of said southerly boundary line with the westerly boundary line of the parcel of land conveyed by said deed dated May 28, 1964; thence leaving said southerly boundary line and running along said westerly boundary line

(54) north 0°20'00" west 810.30 feet, more or less,

to the point of beginning; excepting therefrom the portion thereof lying within the boundary lines of the county road known as Stratton Road (County Road No. 493); being portions of (i) the parcel of land conveyed by said deed dated May 28, 1964, (ii) the parcel of land conveyed by said deed dated December 10, 1962, (iii) the parcel of land designated PARCEL NO. TWO in said deed dated September 21, 1964, and (iv) of the parcel of land described in said judgment dated September 12, 1966."

02898.683 2695731v6

#### Parcel 6

(Portions of APN 0090-100-220 & APN 0090-100-230)

All that parcel of land situate in the County of Solano, State of California, described as follows:

The northerly 935.00 feet of the easterly 2340.00 feet of the East half of Section 23, Township 3 North, Range 1 East, Mount Diablo Baseline & Meridian, as said Section 23 is shown and so designated upon the Record of Survey Map filed April 18, 1979 and recorded in Book 14 of Surveys at Page 64.

And a portion of that certain parcel approximately 3 acres in Section 14, lying in the Southcast Quarter of said Section 14 in Township 3 North, Range 1 East, M.D.B.&M., bounded on the North by County Road No. 595, on the East by the lands once owned by Talbert, on the West by the West line of the Southeast Quarter of said Section 14 and on the South by the South line of said Section 14, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 23;

Thence N 89°50'07" E along the northerly line of said Section 23, to a point lying 2340.00 feet from the Northeast Corner of said Section 23, said point being the True Point of Beginning;

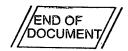
Thence leaving said northerly line on a line parallel with the easterly line of said Section 23, N 0°05'39" E 172.74' feet, to the southeasterly line of Talbert Lane (formerly known as County Road No. 595);

Thence along said southcasterly line S73°39'52" E 343.00 feet to the intersection of the southeasterly line of Talbert Lane with the westerly line of the lands once owned by Talbert;

Thence leaving said southeasterly line, S 12°35'08" W 77.22 feet, along the westerly line of said lands, to a point on the northerly line of said Section 23, distant thereon 2027.39 feet from the Northeast Corner of said Section 23;

Thence along said northerly line of Section 23, S 89°50'07" W 312.61 feet to the True Point of Beginning.

02898.683 2695731v6



## **RECORDING REQUESTED BY:**

eRecording Partners Network (ePN) Placer Title Company Branch Number: 501

WHEN RECORDED MAIL TO: Sacramento Municipal Utility District Attn: General Counsel, 6201 S Street, MS B406 Sacramento, CA 95817

Electronically Recorded in Official Records of Glenn Zook Assessor/Recorder	Solano County	3/27/2023 9:13:57 AM AR62 <sub>6L</sub>
ES-EPN	Titles 4	Deges 11
Doc # 202300012174	Titles: 1 Fees	Pages: 11 \$43.00
	Taxes	\$0.00
	SB2 Fee Other	\$0.00 \$0.00
	Paid	<b>\$4</b> 3.00

# Order No: P-573710

	MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS
	(Please fill in document title(s) on this line)
X	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
	Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
	Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or,
	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
	Exempt from the fee per GC27388.1(a) (1); Not related to real property, or,
	Exempt from fee under GC27388.1(a)(1) for the following reasons:
	NOTE: The following exemptions may not be acceptable for use in all counties:
	Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or,
	Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
	Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
	Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s).
	THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION (Additional recording fee applies)

Page 1 of 1

.

2

## **RECORDING REQUESTED BY:**

Placer Title Company 1300 Oliver Road, Suite 120 Fairfield, CA 94534

# WHEN RECORDED MAIL DOCUMENT TO:

Sacramento Municipal Utility District 6201 S Street, MS B406 Sacramento, CA 95817 Attn: General Counsel

ESCROW: P-552934

(Space Above This Line Reserved for Recorder's Use)

## O&M COMPLEX

## MEMORANDUM OF EASEMENT AGREEMENT

## AND OF ASSOCIATED

## FIRST OFFER RIGHTS

THIS MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS (this "<u>Memorandum</u>") is made and entered into as of March 44, 2023 (the "<u>Effective</u> <u>Date</u>"), by and between SACRAMENTO MUNICIPAL UTILITY DISTRICT ("<u>SMUD</u>" or "<u>Grantee</u>"), and FLANNERY ASSOCIATES LLC, a Delaware limited liability company ("<u>Flannery</u>" or "<u>Grantor</u>").

1. <u>Property</u>. Flannery and SMUD have entered into a Perpetual Easement Agreement for Renewable Energy Projects (the "<u>Agreement</u>", and the easements and rights granted therein collectively referred to herein as the "<u>Easement</u>") dated as of the Effective Date, for certain real property located in Solano County, California, as more particularly described on Exhibit A attached hereto (the "<u>Property</u>"), which Agreement grants to Grantee certain easement rights.

2. <u>Term</u>. The Agreement is perpetual.

3. <u>Grant of Rights</u>. Flannery does hereby irrevocably and unconditionally grant, convey, and transfer unto SMUD the easements on, over, across and under the Property for the uses described in <u>Section</u> <u>4</u> below, upon all of the terms and conditions hereinafter set forth and subject to Flannery's reserved rights as provided in the Agreement.

4. <u>Permitted Uses</u>. Grantee shall have easements to use the Property for the following purposes ("<u>Operations</u>"): (a) the right to determine the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, conducting environmental studies (which may require the extraction of soil samples), avian studies (including, without limitation, eagle take permits), interconnection studies, and conducting title examinations and surveys; (b) the exclusive right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate, meteorological towers and wind measurement equipment ("<u>MET Towers</u>") and wind turbine generators (each a "<u>Wind Turbine</u>" and collectively, "<u>Wind Turbines</u>"); (c) the right to determine the feasibility of solar energy conversion on the Property, including studies of insolation and other meteorological data, conducting environmental studies (which may require the extraction of soil samples), and wind turbine generators (each a "<u>Wind Turbine</u>" and collectively, "<u>Wind Turbines</u>"); (c) the right to determine the feasibility of solar energy conversion on the Property, including studies of insolation and other meteorological data, conducting environmental studies (which may require the extraction of soil samples),

 $(\mathfrak{I})$ 

avian studies, interconnection studies, and conducting title examinations and surveys; (d) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar radiation and solar energy monitoring devices and other weather measurement devices, monitoring and recording equipment and facilities with respect to the solar energy resources found on and over the Property, including, without limitation, the establishment at Grantee's sole discretion of a land-based or satellitebased high speed Internet connection and/or a meter for the load at the Property (collectively, "Monitoring Equipment"); (e) the right, to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar energy collection cells, photovoltaic panels, concentrating solar technology equipment and other facilities related to the harnessing of sunlight for photovoltaic or solar thermal electric generation, together with mounting substrates or supports and their associated structure and foundations (collectively, "Solar Facilities"); (f) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate battery storage facilities or other facilities related to the storage of electrical energy, together with mounting substrates or supports and their associated structure and foundations (collectively, "Storage Facilities"); (g) the right to install, maintain, repair, replace, relocate and operate on the Property multiple (i) underground transmission, distribution and collection cables (including fiber optic cables), conduits, wire and lines for the transmission of electrical energy, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (ii) underground transmission, collection or distribution lines, wires or cables and underground communication cables (including fiber optic cables), conduits, wire and lines for the transmission of communications of any nature, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (iii) switching stations, interconnection facilities, substations, and (iv) other improvements, facilities, appliances, machinery and equipment reasonably necessary in connection with any of the foregoing, including but not limited to, power conditioning equipment, transformers and telecommunications equipment (collectively the "Transmission Facilities"); (h) the right to construct, install, use, replace, relocate and remove roads (including, but not limited to, the right to improve existing roads or to build new roads to facilitate access to any Project (as defined below) and related facilities constructed, or to be constructed, for any Project), culverts and erosion control facilities (collectively, the "Transport Facilities"); (i) the right to construct, install, use and remove from time to time, and temporarily maintain and operate crane pads, laydown areas, concrete batch plants, and temporary construction management buildings in connection with the construction of any Improvements (as defined below); (j) the right to construct, install, maintain, use, relocate, repair, replace and remove from time to time, fences, gates, signs and other safety and security protection facilities, and related facilities and equipment necessary and/or convenient for the Operations of Grantee; (k) the right to construct, operate, maintain, remove, demolish and replace one or more operations and maintenance buildings and/or equipment buildings, maintenance vards, and alter or modify any existing operations or maintenance buildings and/or equipment buildings or maintenance yards (collectively, "Maintenance Facilities"); (1) the right to construct, operate and maintain any water wells or use any existing water wells for use in connection with the construction, operation, maintenance, repair or removal of any of the Improvements (as defined below), together with the right to utilize such riparian waters rights as may benefit the Property in connection with the foregoing (provided that any such use shall be done in good faith coordination with Grantor so as not to materially and adversely affect Grantor's water rights associated with the Property or any agricultural activities being conducted on the Property); (m) the right and entitlement, over, across and under the Property for any commercially reasonable audio, visual, view, light, noise, vibration, air turbulence, wake, shadow flicker, electromagnetic, and any other similar effect, and for ice or other weather created hazards, resulting directly or indirectly from any Project; (n) the exclusive right to use, capture, convert, and maintain or interrupt the free and unobstructed flow of wind over and across the Property, except as provided in Section 6.3 of the Agreement; (o) the exclusive right on, over (including airspace), across or under the Property for any encroachment or overhang of any Wind Turbines or other Improvements now or hereafter constructed by Grantee on adjacent property to overhang on the Property, including, without limitation, the right to permit the rotors of Wind Turbines located on adjacent property to overhang the Property; (p) the right, to the extent reasonably necessary in connection with any Operations

on the Property, to (i) trim or remove any trees or vegetation on the Property, (ii) implement measures, including the use of pesticides or herbicides, to control pest species or noxious weeds, and (iii) implement fire protection measures; and (r) the right to undertake any other activities on the Property, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including, without limitation, grading or leveling portions of the Property.

For purposes of this Memorandum, (I) the term "Improvements" means any or all of the items described in (a)-(o) above, including, without limitation, Wind Turbines, Solar Facilities, Storage Facilities, Transmission Facilities, Maintenance Facilities, and Transport Facilities, and (II) the term "Project" means one or more (A) Wind Turbines and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, (B) Solar Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system. Grantee may determine, in its sole discretion, whether any particular group of Wind Turbines, Solar Facilities or Storage Facilities and associated Improvements and land areas constitutes a single Project or multiple Projects for the purposes of this Agreement.

Notwithstanding the foregoing, (I) with respect to Grantee's rights as set forth above relating to Transmission Facilities and Transport Facilities, Grantee shall, to the extent commercially reasonable and practicable, use good faith efforts to maintain Transmission Facilities and Transport Facilities within or adjacent to existing transmission and/or road corridors and locations so as to avoid unnecessary disturbance to any Grantor Related Person's use of the Property as otherwise permitted hereunder, and so as to avoid the unnecessary burdening of otherwise unaffected portions of the Property, and (II) the gross acreage of any Solar Facilities, Storage Facilities and Maintenance Facilities (including any fenced areas) shall not exceed 24.96 acres of the Property; provided, however, Grantor agrees that if Grantee has the right to place such facilities on other portions of the Overall Property under agreements similar to this Agreement, then Grantee shall have the right to reallocate such limitation among this Agreement and such other agreements, provided in no event shall the gross acreage of any Solar Facilities (including any fenced areas) exceed five hundred (500) acres on the Overall Property.

5. Building Restrictions. Grantor may not construct on the Property (A) any buildings or structures that (a) are intended to be or used as dwellings, (b) are more than 40 feet in height, (c) are not at least 1,500 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Wind Turbine, (d) are not at least 300 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Transmission Facilities or other Improvements, or (e) above an elevation of 200 feet (excluding permitted building heights) above sea level (in existence as of the date of this Agreement) (the "Sea Level Cap") or (B) any transmission, distribution or collection lines above the Sea Level Cap or (C) any improvements, including, without limitation, transmission, distribution or collection lines, within ten (10) feet on either side of the centerline of any Grantee owned or installed transmission, distribution or collection lines. For the avoidance of doubt, other than the restrictions set forth in subsections (A)(b), (A)(c), (A)(d) and (A)(e) of the immediately prior sentence, the building restrictions set forth in this section shall in no event apply to the construction, repair or maintenance of any fencing, corrals, or similar non-habitable agricultural improvements, all of which may be performed at any time without the consent of Grantee, but shall be removed by Grantor, at Grantor's sole cost and expense, within ninety (90) days after Grantee's written request, if reasonably necessary for Grantee to conduct its Operations on the Property without undue interference from such improvements.

#### NFP 092 Solano O & M SO:35000740

Project Permitting. Grantor acknowledges that Grantee may, at its own expense, in 6. Grantee's name, file applications with federal, state, and local governmental agencies for (a) the grant of land use entitlements, permits or approvals necessary or convenient for the construction, operation and maintenance of the Improvements installed on the Property, including but not limited to, general plan amendments, specific plans, zone changes, tentative and final maps, siting permits, conditional use permits, variances, rights of way, or any kind of environmental permit, as well as grading permits, foundation permits, storm water drainage permits, road permits, driveway entrance permits or any kind of construction or building permits, Federal Aviation Administration clearance, and related governmental permits, licenses and approvals (collectively, "Project Permitting") for its intended construction activities in connection with any current or future Operations, and (b) any zoning relief for the Property necessary to permit the issuance of the Project Permitting or otherwise permit the construction of any Improvements, including obtaining any subdivision, subdivision improvement agreement, variation, entitlement, site plan, license, special use, conditional use, planned development and other governmental approvals or permits deemed necessary or desirable by Grantee (all of the foregoing, including the Project Permitting, being collectively referred to as the "Permits"). Grantor shall cooperate in good faith with Grantee to the extent reasonably necessary in connection with any Project Permitting so long as the same is consistent with the Operations permitted hereunder. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable application, approval, waiver, consent letter or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with obtaining and maintaining any Permits and (ii) return the executed document to the requesting party within ten (10) business days after the request; provided, however, that such documents shall be executed solely as the fee owner of the Property and not as the applicant/project lead.

7. <u>Setbacks</u>. Grantor hereby waives, to the fullest extent permitted by law, any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in any zoning ordinance of any governmental authority or in any governmental entitlement or permit heretofore or hereafter issued to any Grantee Related Person as they apply to the Property, including, but not limited to, any residences located on the Property ("<u>Setback</u>"). Further, where waiver or elimination of any Setback is not permitted by law, Grantor hereby consents to any reduction in such Setback as applied to the Property, including reductions in setbacks to the minimum Wind Turbine setbacks required under any applicable ordinances, rules or regulations. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable consent letter to any setback waiver, setback elimination or setback reduction, or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with the document and (ii) return the executed document to the requesting party within ten (10) business days after the written request.

8. <u>First Offer Rights</u>. Flannery has retained, and SMUD has accepted Flannery's retention of, upon the terms and conditions set forth in the Agreement, a right of first offer to purchase certain direct or indirect right, title and interest in and to the Easement (the "<u>First Offer Rights</u>"). The First Offer Rights retained by Flannery under the Agreement are perpetual and continue as long as the Easement continues. The First Offer Rights run with the land and bind SMUD together with its successors and assigns. Except for certain "Excluded Transfers" described in the Agreement, the First Offer Rights, also apply to transfers of subeasements or other partial interests in the Easement, both from SMUD initially and to any subsequent transfers by holders of such subeasements or other partial interests. Without limitation, the First Offer Rights survive: (a) any waiver of, or failure to exercise, the First Offer Rights, (b) any transfer, including any Excluded Transfer, or statutory process, and (d) any bankruptcy. Any transfer that occurs without compliance with the terms of the First Offer Rights shall be void ab initio.

## NFP 092 Solano O & M SO:35000740

9. <u>Incorporation of Agreement</u>. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

10. <u>Binding Effect</u>. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. <u>Recording</u>. This Memorandum is executed for the purpose of recordation in the official records of Solano County, California (the "<u>Official Records</u>"), in order to establish record notice of the existence of the Agreement and the rights of Flannery and SMUD thereunder

12. <u>Counterparts</u>. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

NFP 092 Solano O & M SO:35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

#### FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

By:

Richard W. Melnyk, its authorized agent

ł

#### SMUD:

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

## SIGNED IN COUNTERPART

ŧ

By:

Blandon Granger Supervisor, Real Estate Services

SOLANO,CA Document: Document-Year.DocID 2023.12174 Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

NFP 092 Solano O & M SO:35000740

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California North Carolina	۰. ۱	
County of Buncombl	· · ·	
On March 22, 2023, before me,	Jo Custer Melnuk, Notar Name And Title Of Officer (e.g. Uane Doe, Notary Publ	y Public, ic")
personally appeared <b>Richard W.</b>		,

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

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

WITNESS my hand and official seal.

Place Notary Seal Above



( lo Curry Mel Signature:\_

NFP 092 Solano O & M SO:35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

#### FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

## SIGNED IN COUNTERPART

Richard W. Melnyk, its authorized agent

### SMUD:

By:

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

B١

Blandon Granger Supervisor, Real Estate Services

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)
County of SACVAMEND	
On	
Date	Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared <u><b>B</b></u> <u><b>B</b></u> <u><b>B</b></u> <u><b>B</b></u> <u><b>C</b></u> <u><b>M</b></u> <u><b>C</b></u> <u><b>N</b></u> <u><b>a</b></u> <u><b>R</b></u> <u><b>C</b></u> <u><b>C</b> <u><b>C</b></u> <u><b>C</b></u> <u><b>C</b> <u><u>C</u></u> <u><b>C</b></u> <u><b>C</b> <u><u>C</u></u> <u><b>C</b></u> <u><b>C</b></u> <u><b>C</b></u> <u><b>C</b></u> <u><b>C</b> <u><u>C</u> <u></u> <u></u><u></u> <u></u><u></u></u> <u><u></u></u> <u></u><u></u><u></u></u> <u><u></u></u> <u></u></u></u></u>	Granger.

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature



Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved

#### EXHIBIT A

### LEGAL DESCRIPTION SOLANO O&M

All that real property situated in the County of Solano, State of California, being a portion of the land described in the deed recorded November 8, 1993 as Document Number 1993-00105910 of Official Records, Solano County Records, described as follows:

**Commencing** at the intersection of the west line of the land described in said deed recorded as Document Number 1993-00105910 of Official Records with the centerline of Montezuma Hills Road as shown on the Record of Survey filed in Book 26 of Surveys, at Page 29, Solano County Records; thence along the centerline of Montezuma Hills Road as shown on said Record of Survey the following three (3) courses, South 73° 25' 34" East a distance of 825.45 feet; thence, South 71° 31' 58" East a distance of 1252.60 feet; thence, South 61° 36' 22" East a distance of 954.80 feet to the centerline of Toland Road as shown on said Record of Survey; thence along the centerline of Toland Road the following course, South 61° 30' 23" East a distance of 93.01 feet to the **Point of Beginning**; thence, North 28° 30' 30" East a distance of 25.09 feet; thence,

South 63° 35' 47" East a distance of 375.14 feet; thence,

South 55° 38' 22" East a distance of 97.56 feet; thence, South 63° 21' 18" East a distance of 540.86 feet; thence.

South 05° 21° 18° East a distance of 540.86 feet; thence,

North 25° 51' 33" East a distance of 76.99 feet; thence,

South  $60^{\circ}$  43' 18" East a distance of 135.02 feet; thence,

South 51° 08' 01" East a distance of 211.61 feet; thence,

South 28° 33' 16" West a distance of 33.40 feet; thence,

South 60° 04' 53" East a distance of 875.86 feet; thence,

South 61° 48' 28" East a distance of 83.53 feet; thence,

South 69° 16' 07" East a distance of 84.22 feet; thence,

South 75° 51' 53" East a distance of 100.35 feet; thence,

South 29° 51' 57" West a distance of 604.98 feet; thence,

North 60° 08' 03" West a distance of 732.74 feet; thence,

North 38° 52' 44" West a distance of 641.35 feet; thence,

North 63° 29' 18" West a distance of 1153.55 feet; thence,

North 28° 29' 33" East a distance of 315.68 feet to the **Point of Beginning.** 

Contains: 24.96 acres, more or less.



Baker, PLS 9173

Z:\Project\_Unclassified\\_Solano\Phase 4\Docs\Legai Desc\Phase Boundary Esmts\Solano O&M Esmt Exh A.docx

## RECORDING REQUESTED BY:

eRecording Partners Network (ePN) Placer Title Company Branch Number: 501

WHEN RECORDED MAIL TO: Sacramento Municipal Utility District Attn: General Counsel, 6201 S Street, MS B406 Sacramento, CA 95817

Electronically Recorded in Official Records of Solano County Glenn Zook Assessor/Recorder		3/27/2023 9:13:57 AM AR62 6L	
ES-EPN	Titles: 1	Pages: 12	
Doc # 202300012175	F <del>ee</del> s Taxes SB2 F <del>ee</del> <u>Other</u>	\$46.00 \$0.00 \$0.00 \$0.00	
	Paid	<b>\$4</b> 6.00	

## Order No: P-573710

	MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS
	(Please fill in document title(s) on this line)
X	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
	Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
	Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or,
	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
	Exempt from the fee per GC27388.1(a) (1); Not related to real property, or,
	Exempt from fee under GC27388.1(a)(1) for the following reasons:
	NOTE: The following exemptions may not be acceptable for use in all counties:
	Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or, Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as documents in the transaction(s)
	Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or, Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s). THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION (Additional recording fee applies)

Page 1 of 1



#### **RECORDING REQUESTED BY:** Placer Title Company

1300 Oliver Road, Suite 120 Fairfield, CA 94534

# WHEN RECORDED MAIL DOCUMENT TO:

Sacramento Municipal Utility District 6201 S Street, MS B406 Sacramento, CA 95817 Attn: General Counsel

ESCROW: P-552934

(Space Above This Line Reserved for Recorder's Use) SOLANO 2

### MEMORANDUM OF EASEMENT AGREEMENT

#### AND OF ASSOCIATED

#### FIRST OFFER RIGHTS

THIS MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS (this "<u>Memorandum</u>") is made and entered into as of March 24, 2023 (the "<u>Effective</u> <u>Date</u>"), by and between SACRAMENTO MUNICIPAL UTILITY DISTRICT ("<u>SMUD</u>" or "<u>Grantee</u>"), and FLANNERY ASSOCIATES LLC, a Delaware limited liability company ("<u>Flannery</u>" or "<u>Grantor</u>").

1. <u>Property</u>. Flannery and SMUD have entered into a Perpetual Easement Agreement for Renewable Energy Projects (the "<u>Agreement</u>", and the easements and rights granted therein collectively referred to herein as the "<u>Easement</u>") dated as of the Effective Date, for certain real property located in Solano County, California, as more particularly described on Exhibit A attached hereto (the "<u>Property</u>"), which Agreement grants to Grantee certain easement rights.

2. <u>Term</u>. The Agreement is perpetual.

3. <u>Grant of Rights</u>. Flannery does hereby irrevocably and unconditionally grant, convey, and transfer unto SMUD the easements on, over, across and under the Property for the uses described in <u>Section</u> <u>4</u> below, upon all of the terms and conditions hereinafter set forth and subject to Flannery's reserved rights as provided in the Agreement.

4. <u>Permitted Uses</u>. Grantee shall have easements to use the Property for the following purposes ("<u>Operations</u>"): (a) the right to determine the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, conducting environmental studies (which may require the extraction of soil samples), avian studies (including, without limitation, eagle take permits), interconnection studies, and conducting title examinations and surveys; (b) the exclusive right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate, meteorological towers and wind measurement equipment ("<u>MET Towers</u>") and wind turbine generators (each a "<u>Wind Turbine</u>" and collectively, "<u>Wind Turbines</u>"); (c) the right to determine the feasibility of solar energy conversion on the Property, including studies of insolation and other meteorological data, conducting environmental studies (which may require the extraction of soil samples), including studies of insolation and other meteorological data, conducting environmental studies (which may require the extraction of soil samples),

NFP 093 Solano Phase 2 SO:35000740

avian studies, interconnection studies, and conducting title examinations and surveys; (d) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar radiation and solar energy monitoring devices and other weather measurement devices, monitoring and recording equipment and facilities with respect to the solar energy resources found on and over the Property. including, without limitation, the establishment at Grantee's sole discretion of a land-based or satellitebased high speed Internet connection and/or a meter for the load at the Property (collectively, "Monitoring Equipment"); (e) the right, to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar energy collection cells, photovoltaic panels, concentrating solar technology equipment and other facilities related to the harnessing of sunlight for photovoltaic or solar thermal electric generation, together with mounting substrates or supports and their associated structure and foundations (collectively, "Solar Facilities"); (f) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate battery storage facilities or other facilities related to the storage of electrical energy, together with mounting substrates or supports and their associated structure and foundations (collectively, "Storage Facilities"); (g) the right to install, maintain, repair, replace, relocate and operate on the Property multiple (i) underground transmission, distribution and collection cables (including fiber optic cables), conduits, wire and lines for the transmission of electrical energy, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (ii) underground transmission, collection or distribution lines, wires or cables and underground communication cables (including fiber optic cables), conduits, wire and lines for the transmission of communications of any nature, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (iii) switching stations, interconnection facilities, substations, and (iv) other improvements, facilities, appliances, machinery and equipment reasonably necessary in connection with any of the foregoing, including but not limited to, power conditioning equipment, transformers and telecommunications equipment (collectively the "Transmission Facilities"); (h) the right to construct, install, use, replace, relocate and remove roads (including, but not limited to, the right to improve existing roads or to build new roads to facilitate access to any Project (as defined below) and related facilities constructed, or to be constructed, for any Project), culverts and erosion control facilities (collectively, the "Transport Facilities"); (i) the right to construct, install, use and remove from time to time, and temporarily maintain and operate crane pads, laydown areas, concrete batch plants, and temporary construction management buildings in connection with the construction of any Improvements (as defined below); (j) the right to construct, install, maintain, use, relocate, repair, replace and remove from time to time, fences, gates, signs and other safety and security protection facilities, and related facilities and equipment necessary and/or convenient for the Operations of Grantee; (k) the right to construct, operate, maintain, remove, demolish and replace one or more operations and maintenance buildings and/or equipment buildings, maintenance yards, and alter or modify any existing operations or maintenance buildings and/or equipment buildings or maintenance yards (collectively, "Maintenance Facilities"); (1) the right to construct, operate and maintain any water wells or use any existing water wells for use in connection with the construction, operation, maintenance, repair or removal of any of the Improvements (as defined below), together with the right to utilize such riparian waters rights as may benefit the Property in connection with the foregoing (provided that any such use shall be done in good faith coordination with Grantor so as not to materially and adversely affect Grantor's water rights associated with the Property or any agricultural activities being conducted on the Property); (m) the right and entitlement, over, across and under the Property for any commercially reasonable audio, visual, view, light, noise, vibration, air turbulence, wake, shadow flicker, electromagnetic, and any other similar effect, and for ice or other weather created hazards, resulting directly or indirectly from any Project; (n) the exclusive right to use, capture, convert, and maintain or interrupt the free and unobstructed flow of wind over and across the Property, except as provided in Section 6.3 of the Agreement; (o) the exclusive right on, over (including airspace), across or under the Property for any encroachment or overhang of any Wind Turbines or other Improvements now or hereafter constructed by Grantee on adjacent property to overhang on the Property, including, without limitation, the right to permit the rotors of Wind Turbines located on adjacent property to overhang the Property; (p) the right, to the extent reasonably necessary in connection with any Operations

#### NFP 093 Solano Phase 2 SO:35000740

on the Property, to (i) trim or remove any trees or vegetation on the Property, (ii) implement measures, including the use of pesticides or herbicides, to control pest species or noxious weeds, and (iii) implement fire protection measures; and (r) the right to undertake any other activities on the Property, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including, without limitation, grading or leveling portions of the Property.

For purposes of this Memorandum, (I) the term "Improvements" means any or all of the items described in (a)-(o) above, including, without limitation, Wind Turbines, Solar Facilities, Storage Facilities, Transmission Facilities, Maintenance Facilities, and Transport Facilities, and (II) the term "Project" means one or more (A) Wind Turbines and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, (B) Solar Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system. Grantee may determine, in its sole discretion, whether any particular group of Wind Turbines, Solar Facilities or Storage Facilities and associated Improvements and land areas constitutes a single Project or multiple Projects for the purposes of this Agreement.

Notwithstanding the foregoing, (I) with respect to Grantee's rights as set forth above relating to Transmission Facilities and Transport Facilities, Grantee shall, to the extent commercially reasonable and practicable, use good faith efforts to maintain Transmission Facilities and Transport Facilities within or adjacent to existing transmission and/or road corridors and locations so as to avoid unnecessary disturbance to any Grantor Related Person's use of the Property as otherwise permitted hereunder, and so as to avoid the unnecessary burdening of otherwise unaffected portions of the Property, and (II) the gross acreage of any Solar Facilities, Storage Facilities and Maintenance Facilities (including any fenced areas) shall not exceed 122.78 acres of the Property; provided, however, Grantor agrees that if Grantee has the right to place such facilities on other portions of the Overall Property under agreements similar to this Agreement, then Grantee shall have the right to reallocate such limitation among this Agreement and such other agreements, provided in no event shall the gross acreage of any Solar Facilities (including any fenced areas) exceed five hundred (500) acres on the Overall Property.

5. Building Restrictions. Grantor may not construct on the Property (A) any buildings or structures that (a) are intended to be or used as dwellings, (b) are more than 40 feet in height, (c) are not at least 1,500 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Wind Turbine, (d) are not at least 300 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Transmission Facilities or other Improvements, or (e) above an elevation of 200 feet (excluding permitted building heights) above sea level (in existence as of the date of this Agreement) (the "Sea Level Cap") or (B) any transmission, distribution or collection lines above the Sea Level Cap or (C) any improvements, including, without limitation, transmission, distribution or collection lines, within ten (10) feet on either side of the centerline of any Grantee owned or installed transmission, distribution or collection lines. For the avoidance of doubt, other than the restrictions set forth in subsections (A)(b), (A)(c), (A)(d) and (A)(e) of the immediately prior sentence, the building restrictions set forth in this section shall in no event apply to the construction, repair or maintenance of any fencing, corrals, or similar non-habitable agricultural improvements, all of which may be performed at any time without the consent of Grantee, but shall be removed by Grantor, at Grantor's sole cost and expense, within ninety (90) days after Grantee's written request, if reasonably necessary for Grantee to conduct its Operations on the Property without undue interference from such improvements.

#### NFP 093 Solano Phase 2 SO:35000740

6. Project Permitting. Grantor acknowledges that Grantee may, at its own expense, in Grantee's name, file applications with federal, state, and local governmental agencies for (a) the grant of land use entitlements, permits or approvals necessary or convenient for the construction, operation and maintenance of the Improvements installed on the Property, including but not limited to, general plan amendments, specific plans, zone changes, tentative and final maps, siting permits, conditional use permits. variances, rights of way, or any kind of environmental permit, as well as grading permits, foundation permits, storm water drainage permits, road permits, driveway entrance permits or any kind of construction or building permits, Federal Aviation Administration clearance, and related governmental permits, licenses and approvals (collectively, "Project Permitting") for its intended construction activities in connection with any current or future Operations, and (b) any zoning relief for the Property necessary to permit the issuance of the Project Permitting or otherwise permit the construction of any Improvements, including obtaining any subdivision, subdivision improvement agreement, variation, entitlement, site plan, license, special use, conditional use, planned development and other governmental approvals or permits deemed necessary or desirable by Grantee (all of the foregoing, including the Project Permitting, being collectively referred to as the "Permits"). Grantor shall cooperate in good faith with Grantee to the extent reasonably necessary in connection with any Project Permitting so long as the same is consistent with the Operations permitted hereunder. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable application, approval, waiver, consent letter or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with obtaining and maintaining any Permits and (ii) return the executed document to the requesting party within ten (10) business days after the request; provided, however, that such documents shall be executed solely as the fee owner of the Property and not as the applicant/project lead.

7. <u>Setbacks</u>. Grantor hereby waives, to the fullest extent permitted by law, any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in any zoning ordinance of any governmental authority or in any governmental entitlement or permit heretofore or hereafter issued to any Grantee Related Person as they apply to the Property, including, but not limited to, any residences located on the Property ("<u>Setback</u>"). Further, where waiver or elimination of any Setback is not permitted by law, Grantor hereby consents to any reduction in such Setback as applied to the Property, including reductions in setbacks to the minimum Wind Turbine setbacks required under any applicable ordinances, rules or regulations. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable consent letter to any setback waiver, setback elimination or setback reduction, or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with the document and (ii) return the executed document to the requesting party within ten (10) business days after the written request.

8. <u>First Offer Rights</u>. Flannery has retained, and SMUD has accepted Flannery's retention of, upon the terms and conditions set forth in the Agreement, a right of first offer to purchase certain direct or indirect right, title and interest in and to the Easement (the "<u>First Offer Rights</u>"). The First Offer Rights retained by Flannery under the Agreement are perpetual and continue as long as the Easement continues. The First Offer Rights run with the land and bind SMUD together with its successors and assigns. Except for certain "Excluded Transfers" described in the Agreement, the First Offer Rights, also apply to transfers of subeasements or other partial interests in the Easement, both from SMUD initially and to any subsequent transfers by holders of such subeasements or other partial interests. Without limitation, the First Offer Rights survive: (a) any waiver of, or failure to exercise, the First Offer Rights, (b) any transfer, including any Excluded Transfer, or statutory process, and (d) any bankruptcy. Any transfer that occurs without compliance with the terms of the First Offer Rights shall be void ab initio.

#### NFP 093 Solano Phase 2 SO:35000740

9. <u>Incorporation of Agreement</u>. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

10. <u>Binding Effect</u>. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. <u>Recording</u>. This Memorandum is executed for the purpose of recordation in the official records of Solano County, California (the "<u>Official Records</u>"), in order to establish record notice of the existence of the Agreement and the rights of Flannery and SMUD thereunder

12. <u>Counterparts</u>. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

)

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

NFP 093 Solano Phase 2 SO:35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

#### FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

By: (

#### SMUD:

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

## By: \_\_\_\_\_

SIGNED IN COUNTERPART

è,

Blandon Granger Supervisor, Real Estate Services

SOLANO,CA Document: Document-Year.DocID 2023.12175 Printed on 6/19/2023 2:03:26 AM

Richard W. Melnyk, its authorized agent

NFP 093 Solano Phase 2 SO:35000740

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California North Carolina	)
County of Burambe	)
On March 22, 2023, before me,	Jo Custer MelnWL, Notary Public, Jame And Title Of Officer (d.g. "Jane Doe, Notary Public")
personally appeared <u>Rickowd W. M</u> Name(s) of Signer(s)	

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

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

WITNESS my hand and official seal.

Place Notary Seal Above



o Citar Mulling Signature:

NFP 093 Solano Phase 2 SO:35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

## FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

## By: SIGNED IN COUNTERPART

Richard W. Melnyk, its authorized agent

### SMUD:

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

By:

Blandon Granger Supervisor, Real Estate Services

NFP 093 Solano Phase 2 SO:35000740

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)
County of Sachamento	
on March 22, 2023, before me	Gretchen Hildebrand, Notary Public,
Date	Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Blandon	Branger
Name(s) of Signer(s)	U

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature:



NFP 093 Solano Phase 2 SO:35000740

#### EXHIBIT A

## LEGAL DESCRIPTION SOLANO 2

All that real property situated in the County of Solano, State of California, being all of the land described in the deed recorded October 15, 2004 as Document Number 200400146217 of Official Records, Solano County Records, AND that portion of the land described in the deed recorded November 8, 1993 as Document Number 1993-00105910 of Official Records, Solano County Records, Interface for the following described line:

**Beginning** at the intersection of the west line of the land described in said deed recorded as Document Number 1993-00105910 of Official Records with the centerline of Montezuma Hills Road as shown on the Record of Survey filed in Book 26 of Surveys, at Page 29, Solano County Records; thence along the centerline of Montezuma Hills Road as shown on said Record of Survey the following three (3) courses,

South 73° 25' 34" East a distance of 825.45 feet; thence,

South 71° 31' 58" East a distance of 1252.60 feet; thence,

South 61° 36' 22" East a distance of 954.80 feet to the centerline of Toland Road as shown on said Record of Survey; thence along the centerline of Toland Road the following course,

South 61° 30' 23" East a distance of 93.01 feet; thence,

South 28° 29' 33" West a distance of 315.68 feet; thence,

South 63° 29' 18" East a distance of 1153.55 feet; thence,

South 38° 52' 44" East a distance of 641.35 feet; thence,

South 60° 08' 03" East a distance of 732.74 feet; thence,

North 29° 51' 57" East a distance of 604.98 feet; thence,

South 69° 55' 42" East a distance of 147.45 feet; thence,

South 51° 07' 12" East a distance of 497.48 feet; thence,

South 52° 44' 51" East a distance of 76.44 feet; thence,

South 66° 27' 27" East a distance of 90.81 feet; thence,

South 70° 55' 30" East a distance of 84.75 feet; thence,

South 76° 02' 20" East a distance of 176.66 feet; thence,

South 68° 15' 39" East a distance of 108.66 feet; thence,

South 62° 49' 15" East a distance of 413.70 feet; thence,

South 13° 36' 22" West a distance of 234.30 feet; thence, South 12° 49' 36" West a distance of 238.66 feet; thence,

South 06° 46' 14" West a distance of 186.96 feet; thence,

South 15° 36' 15" West a distance of 314.25 feet; thence.

South 11° 22' 46" East a distance of 222.81 feet: thence.

South 28° 11' 55" West a distance of 377.90 feet; thence,

South 21° 09' 31" West a distance of 343.10 feet; thence,

South  $36^{\circ}$  58' 52" West a distance of 322.45 feet; thence, South  $46^{\circ}$  28' 04" West a distance of 265.13 feet; thence.

South 40° 28° 04° West a distance of 200.13 feet; finence,

South 16° 10' 18" East a distance of 156.88 feet; thence,

South 57° 26' 28" East a distance of 539.87 feet: thence.

South 45° 38' 55" East a distance of 730.60 feet; thence,

South 31° 30' 59" East a distance of 228.85 feet; thence,

Z:\Project\_Unclassified\\_Solano\Phase 4\Docs\Legal Desc\Phase Boundary Esmts\Solano Phase 2 Esmt Exh A.docx

NFP 093 Solano Phase 2 SO:35000740

South 17° 43' 37" East a distance of 166.64 feet; thence, South 00° 00' 45" East a distance of 324.74 feet; thence, South 10° 44' 16" East a distance of 249.51 feet; thence, South 14° 00' 06" East a distance of 236.96 feet; thence, South 41° 04' 49" East a distance of 280.25 feet; thence. South 26° 19' 40" East a distance of 111.92 feet; thence, South 03° 45' 35" East a distance of 119.71 feet; thence, South 05° 40' 03" West a distance of 134.03 feet; thence, South 17° 13' 13" East a distance of 462.24 feet; thence, South 13° 42' 27" East a distance of 181.53 feet; thence, South 26° 06' 36" East a distance of 865.58 feet; thence, South 02° 10' 28" West a distance of 208.61 feet; thence, South 00° 50' 16" East a distance of 201.91 feet; thence, South 27° 06' 15" East a distance of 549.39 feet; thence, South 67° 08' 38" West a distance of 2569.17 feet; thence, North 85° 03' 57" West a distance of 3723.24 feet to the west line of the land described in said deed recorded as Document Number 1993-00105910 of Official Records.

Contains: 1603.08 acres, more or less.



Craig/Baker, PLS 9173

Z:\Project\_Unclassified\\_Solano\Phase 4\Docs\Legai Desc\Phase Boundary Esmts\Solano Phase 2 Esmt Exh A.docx

## RECORDING REQUESTED BY:

eRecording Partners Network (ePN) Placer Title Company Branch Number: 501

WHEN RECORDED MAIL TO: Sacramento Municipal Utility District Attn: General Counsel, 6201 S Street, MS B406 Sacramento, CA 95817

Electronically Recorded in Official Records of Solano County Glenn Zook Assessor/Recorder		3/27/2023 9:13:57 AM AR62 6L	
ES-EPN			
Doc # 202300012176	Titles: 1	Pages: 12	
	Fees	\$46.00	
	Taxes	<b>\$</b> 0.00	
	SB2 Fee	<b>\$</b> 0.00	
	Other	<b>\$</b> 0.00	
	Paid	<b>\$4</b> 6.00	

## Order No: P-573710

Orde	er No: P-573710
	MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS
	(Please fill in document title(s) on this line)
X	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
	Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
	Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or,
	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
	Exempt from the fee per GC27388.1(a) (1); Not related to real property, or,
	Exempt from fee under GC27388.1(a)(1) for the following reasons:
	NOTE: The following exemptions may not be acceptable for use in all counties:
	Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or,
	Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
	Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
	Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s).
	THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION

HIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION (Additional recording fee applies)

4

SOLANO,CA Document: Document-Year.DocID 2023.12176 .

Page 1 of 1

#### **RECORDING REQUESTED BY:** Placer Title Company

1300 Oliver Road, Suite 120 Fairfield, CA 94534

## WHEN RECORDED MAIL

**DOCUMENT TO:** Sacramento Municipal Utility District 6201 S Street, MS B406 Sacramento, CA 95817 Attn: General Counsel

ESCROW: P-552934

(Space Above This Line Reserved for Recorder's Use)

SOLANO 3

### MEMORANDUM OF EASEMENT AGREEMENT

#### AND OF ASSOCIATED

#### FIRST OFFER RIGHTS

THIS MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS (this "<u>Memorandum</u>") is made and entered into as of March <u>24</u>, 2023 (the "<u>Effective</u> <u>Date</u>"), by and between SACRAMENTO MUNICIPAL UTILITY DISTRICT ("<u>SMUD</u>" or "<u>Grantee</u>"), and FLANNERY ASSOCIATES LLC, a Delaware limited liability company ("<u>Flannery</u>" or "<u>Grantor</u>").

1. <u>Property</u>. Flannery and SMUD have entered into a Perpetual Easement Agreement for Renewable Energy Projects (the "<u>Agreement</u>", and the easements and rights granted therein collectively referred to herein as the "<u>Easement</u>") dated as of the Effective Date, for certain real property located in Solano County, California, as more particularly described on Exhibit A attached hereto (the "<u>Property</u>"), which Agreement grants to Grantee certain easement rights.

2. <u>Term</u>. The Agreement is perpetual.

3. <u>Grant of Rights</u>. Flannery does hereby irrevocably and unconditionally grant, convey, and transfer unto SMUD the easements on, over, across and under the Property for the uses described in <u>Section</u> <u>4</u> below, upon all of the terms and conditions hereinafter set forth and subject to Flannery's reserved rights as provided in the Agreement.

4. <u>Permitted Uses</u>. Grantee shall have easements to use the Property for the following purposes ("<u>Operations</u>"): (a) the right to determine the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, conducting environmental studies (which may require the extraction of soil samples), avian studies (including, without limitation, eagle take permits), interconnection studies, and conducting title examinations and surveys; (b) the exclusive right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate, meteorological towers and wind measurement equipment ("<u>MET Towers</u>") and wind turbine generators (each a "<u>Wind Turbine</u>" and collectively, "<u>Wind Turbines</u>"); (c) the right to determine the feasibility of solar energy conversion on the Property, including studies of insolation and other meteorological data, conducting environmental studies (which may require the extraction of soil samples),



#### NFP 094 Solano Phase 3 SO:35000740

avian studies, interconnection studies, and conducting title examinations and surveys; (d) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar radiation and solar energy monitoring devices and other weather measurement devices, monitoring and recording equipment and facilities with respect to the solar energy resources found on and over the Property. including, without limitation, the establishment at Grantee's sole discretion of a land-based or satellitebased high speed Internet connection and/or a meter for the load at the Property (collectively, "Monitoring Equipment"); (e) the right, to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar energy collection cells, photovoltaic panels, concentrating solar technology equipment and other facilities related to the harnessing of sunlight for photovoltaic or solar thermal electric generation, together with mounting substrates or supports and their associated structure and foundations (collectively, "Solar Facilities"); (f) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate battery storage facilities or other facilities related to the storage of electrical energy, together with mounting substrates or supports and their associated structure and foundations (collectively, "Storage Facilities"); (g) the right to install, maintain, repair, replace, relocate and operate on the Property multiple (i) underground transmission, distribution and collection cables (including fiber optic cables), conduits, wire and lines for the transmission of electrical energy, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (ii) underground transmission, collection or distribution lines, wires or cables and underground communication cables (including fiber optic cables), conduits, wire and lines for the transmission of communications of any nature, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (iii) switching stations, interconnection facilities, substations, and (iv) other improvements, facilities, appliances, machinery and equipment reasonably necessary in connection with any of the foregoing, including but not limited to, power conditioning equipment, transformers and telecommunications equipment (collectively the "Transmission Facilities"); (h) the right to construct, install, use, replace, relocate and remove roads (including, but not limited to, the right to improve existing roads or to build new roads to facilitate access to any Project (as defined below) and related facilities constructed, or to be constructed, for any Project), culverts and erosion control facilities (collectively, the "Transport Facilities"); (i) the right to construct, install, use and remove from time to time, and temporarily maintain and operate crane pads, laydown areas, concrete batch plants, and temporary construction management buildings in connection with the construction of any Improvements (as defined below); (i) the right to construct, install, maintain, use, relocate, repair, replace and remove from time to time, fences, gates, signs and other safety and security protection facilities, and related facilities and equipment necessary and/or convenient for the Operations of Grantee; (k) the right to construct, operate, maintain, remove, demolish and replace one or more operations and maintenance buildings and/or equipment buildings, maintenance vards, and alter or modify any existing operations or maintenance buildings and/or equipment buildings or maintenance yards (collectively, "Maintenance Facilities"); (1) the right to construct, operate and maintain any water wells or use any existing water wells for use in connection with the construction, operation, maintenance, repair or removal of any of the Improvements (as defined below), together with the right to utilize such riparian waters rights as may benefit the Property in connection with the foregoing (provided that any such use shall be done in good faith coordination with Grantor so as not to materially and adversely affect Grantor's water rights associated with the Property or any agricultural activities being conducted on the Property); (m) the right and entitlement, over, across and under the Property for any commercially reasonable audio, visual, view, light, noise, vibration, air turbulence, wake, shadow flicker, electromagnetic, and any other similar effect, and for ice or other weather created hazards, resulting directly or indirectly from any Project; (n) the exclusive right to use, capture, convert, and maintain or interrupt the free and unobstructed flow of wind over and across the Property, except as provided in Section 6.3 of the Agreement; (o) the exclusive right on, over (including airspace), across or under the Property for any encroachment or overhang of any Wind Turbines or other Improvements now or hereafter constructed by Grantee on adjacent property to overhang on the Property, including, without limitation, the right to permit the rotors of Wind Turbines located on adjacent property to overhang the Property; (p) the right, to the extent reasonably necessary in connection with any Operations

#### NFP 094 Solano Phase 3 SO:35000740

on the Property, to (i) trim or remove any trees or vegetation on the Property, (ii) implement measures, including the use of pesticides or herbicides, to control pest species or noxious weeds, and (iii) implement fire protection measures; and (r) the right to undertake any other activities on the Property, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including, without limitation, grading or leveling portions of the Property.

For purposes of this Memorandum, (I) the term "Improvements" means any or all of the items described in (a)-(o) above, including, without limitation, Wind Turbines, Solar Facilities, Storage Facilities, Transmission Facilities, Maintenance Facilities, and Transport Facilities, and (II) the term "Project" means one or more (A) Wind Turbines and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, (B) Solar Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system. Grantee may determine, in its sole discretion, whether any particular group of Wind Turbines, Solar Facilities or Storage Facilities and associated Improvements and land areas constitutes a single Project or multiple Projects for the purposes of this Agreement.

Notwithstanding the foregoing, (I) with respect to Grantee's rights as set forth above relating to Transmission Facilities and Transport Facilities, Grantee shall, to the extent commercially reasonable and practicable, use good faith efforts to maintain Transmission Facilities and Transport Facilities within or adjacent to existing transmission and/or road corridors and locations so as to avoid unnecessary disturbance to any Grantor Related Person's use of the Property as otherwise permitted hereunder, and so as to avoid the unnecessary burdening of otherwise unaffected portions of the Property, and (II) the gross acreage of any Solar Facilities, Storage Facilities and Maintenance Facilities (including any fenced areas) shall not exceed 193.26 acres of the Property; provided, however, Grantor agrees that if Grantee has the right to place such facilities on other portions of the Overall Property under agreements similar to this Agreement, then Grantee shall have the right to reallocate such limitation among this Agreement and such other agreements, provided in no event shall the gross acreage of any Solar Facilities (including any fenced areas) exceed five hundred (500) acres on the Overall Property.

5. Building Restrictions. Grantor may not construct on the Property (A) any buildings or structures that (a) are intended to be or used as dwellings, (b) are more than 40 feet in height, (c) are not at least 1,500 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Wind Turbine, (d) are not at least 300 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Transmission Facilities or other Improvements, or (e) above an elevation of 200 feet (excluding permitted building heights) above sea level (in existence as of the date of this Agreement) (the "Sea Level Cap") or (B) any transmission, distribution or collection lines above the Sea Level Cap or (C) any improvements, including, without limitation, transmission, distribution or collection lines, within ten (10) feet on either side of the centerline of any Grantee owned or installed transmission, distribution or collection lines. For the avoidance of doubt, other than the restrictions set forth in subsections (A)(b), (A)(c), (A)(d) and (A)(e) of the immediately prior sentence, the building restrictions set forth in this section shall in no event apply to the construction, repair or maintenance of any fencing, corrals, or similar non-habitable agricultural improvements, all of which may be performed at any time without the consent of Grantee, but shall be removed by Grantor, at Grantor's sole cost and expense, within ninety (90) days after Grantee's written request, if reasonably necessary for Grantee to conduct its Operations on the Property without undue interference from such improvements,

6. Project Permitting. Grantor acknowledges that Grantee may, at its own expense, in Grantee's name, file applications with federal, state, and local governmental agencies for (a) the grant of land use entitlements, permits or approvals necessary or convenient for the construction, operation and maintenance of the Improvements installed on the Property, including but not limited to, general plan amendments, specific plans, zone changes, tentative and final maps, siting permits, conditional use permits, variances, rights of way, or any kind of environmental permit, as well as grading permits, foundation permits, storm water drainage permits, road permits, driveway entrance permits or any kind of construction or building permits, Federal Aviation Administration clearance, and related governmental permits, licenses and approvals (collectively, "Project Permitting") for its intended construction activities in connection with any current or future Operations, and (b) any zoning relief for the Property necessary to permit the issuance of the Project Permitting or otherwise permit the construction of any Improvements, including obtaining any subdivision, subdivision improvement agreement, variation, entitlement, site plan, license, special use, conditional use, planned development and other governmental approvals or permits deemed necessary or desirable by Grantee (all of the foregoing, including the Project Permitting, being collectively referred to as the "Permits"). Grantor shall cooperate in good faith with Grantee to the extent reasonably necessary in connection with any Project Permitting so long as the same is consistent with the Operations permitted hereunder. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable application, approval, waiver, consent letter or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with obtaining and maintaining any Permits and (ii) return the executed document to the requesting party within ten (10) business days after the request; provided, however, that such documents shall be executed solely as the fee owner of the Property and not as the applicant/project lead.

7. <u>Setbacks</u>. Grantor hereby waives, to the fullest extent permitted by law, any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in any zoning ordinance of any governmental authority or in any governmental entitlement or permit heretofore or hereafter issued to any Grantee Related Person as they apply to the Property, including, but not limited to, any residences located on the Property ("<u>Setback</u>"). Further, where waiver or elimination of any Setback is not permitted by law, Grantor hereby consents to any reduction in such Setback as applied to the Property, including reductions in setbacks to the minimum Wind Turbine setbacks required under any applicable ordinances, rules or regulations. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable consent letter to any setback waiver, setback elimination or setback reduction, or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with the document and (ii) return the executed document to the requesting party within ten (10) business days after the written request.

8. <u>First Offer Rights</u>. Flannery has retained, and SMUD has accepted Flannery's retention of, upon the terms and conditions set forth in the Agreement, a right of first offer to purchase certain direct or indirect right, title and interest in and to the Easement (the "<u>First Offer Rights</u>"). The First Offer Rights retained by Flannery under the Agreement are perpetual and continue as long as the Easement continues. The First Offer Rights run with the land and bind SMUD together with its successors and assigns. Except for certain "Excluded Transfers" described in the Agreement, the First Offer Rights, also apply to transfers of subeasements or other partial interests in the Easement, both from SMUD initially and to any subsequent transfers by holders of such subeasements or other partial interests. Without limitation, the First Offer Rights survive: (a) any waiver of, or failure to exercise, the First Offer Rights, (b) any transfer, including any Excluded Transfer, or statutory process, and (d) any bankruptcy. Any transfer that occurs without compliance with the terms of the First Offer Rights shall be void ab initio.

## NFP 094 Solano Phase 3 SO:35000740

9. <u>Incorporation of Agreement</u>. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

10. <u>Binding Effect</u>. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. <u>Recording</u>. This Memorandum is executed for the purpose of recordation in the official records of Solano County, California (the "<u>Official Records</u>"), in order to establish record notice of the existence of the Agreement and the rights of Flannery and SMUD thereunder

12. <u>Counterparts</u>. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

Branch :SRC,User :I008

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved

NEP 094 Solano Phase 3 SO:35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

## FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

By:

Richard W. Melnyk, its authorized agent

SMUD:

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

## SIGNED IN COUNTERPART

By: \_

Blandon Granger Supervisor, Real Estate Services

SOLANO,CA Document: Document-Year.DocID 2023.12176 Printed on 6/19/2023 2:03:50 AM

٩.

NFP' 094 Solano Phase 3 SO:35000740

Ø

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California North Carolina	)	2	
County of Bun combe	)		
On March 22, 2023, before me, Date	Jo Custer Name And Title O	Melnyk . Of Officer (e.g. "Jane Doe, Nota	_, Notary Public, ary Public")
personally appeared Richard W. Me Name(s) of Signer(s)	Inyk		,

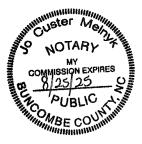
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/set subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/bet/their authorized capacity(ies), and that by his/bet/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

U

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

WITNESS my hand and official seal.

Place Notary Seal Above



( /. Croso Melmy Signature:\_

NFP 094 Solano Phase 3 SO:35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

## FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

## By: SIGNED IN COUNTERPART

Richard W. Melnyk, its authorized agent

#### SMUD:

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

By;

Blandon Granger Supervisor, Real Estate Services

NFP 094 Solano Phase 3 SO:35000740

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California		)	
County of Sallame	nto	)	
on March 22, 20		Gietzhen	Hildelarand, Notary Public,
Date	N	ame And Title Of Office	er (e.g. "Jane Doe, Notary Public")
personally appeared	Blandon	Granger	
Name	(s) of Signer(s)	0	

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: 2020



NFP 094 Solano Phase 3 SO:35000740

#### EXHIBIT A

## LEGAL DESCRIPTION SOLANO 3

All that real property situated in the County of Solano, State of California, being all of the land described in the deed recorded December 10, 2004 as Document Number 200400177386 of Official Records, Solano County Records, AND that portion of the land described in the deed recorded November 8, 1993 as Document Number 1993-00105910 of Official Records, Solano County Records, Iping easterly of, the following described line:

Commencing at the intersection of the west line of the land described in said deed recorded as Document Number 1993-00105910 of Official Records with the centerline of Montezuma Hills Road as shown on the Record of Survey filed in Book 26 of Surveys, at Page 29, Solano County Records, said point being North 73° 25' 34" West a distance of 825.45 feet along said centerline from the easterly terminus of that certain course shown as "N 73°25'34" W 827.48" on said Record of Survey; thence, South 66°51'33" East a distance of 11985.17 feet to the east line of the land described in said deed recorded as Document Number 1993-00105910 of Official Records and the Point of Beginning; thence, North 67° 49' 29" West a distance of 4438.15 feet; thence, North 85° 32' 10" West a distance of 204.30 feet; thence, North 86° 36' 31" West a distance of 195.44 feet; thence, South 13° 36' 22" West a distance of 234.30 feet; thence, South 12° 49' 36" West a distance of 238.66 feet; thence, South 06° 46' 14" West a distance of 186.96 feet; thence, South 15° 36' 15" West a distance of 314.25 feet; thence, South 11° 22' 46" East a distance of 222.81 feet; thence. South 28° 11' 55" West a distance of 377.90 feet; thence, South 21° 09' 31" West a distance of 343.10 feet; thence, South 36° 58' 52" West a distance of 322.45 feet; thence, South 46° 28' 04" West a distance of 265.13 feet; thence, South 28° 13' 38" West a distance of 230.64 feet; thence, South 16° 10' 18" East a distance of 156.88 feet; thence, South 57° 26' 28" East a distance of 539.87 feet; thence, South 45° 38' 55" East a distance of 730.60 feet; thence, South 31° 30' 59" East a distance of 228.85 feet; thence, South 17° 43' 37" East a distance of 166.64 feet; thence, South 00° 00' 45" East a distance of 324.74 feet: thence. South 10° 44' 16" East a distance of 249.51 feet; thence, South 14° 00' 06" East a distance of 236.96 feet; thence, South 41° 04' 49" East a distance of 280.25 feet; thence, South 26° 19' 40" East a distance of 111.92 feet; thence, South 03° 45' 35" East a distance of 119.71 feet; thence, South 05° 40' 03" West a distance of 134.03 feet; thence, South 17° 13' 13" East a distance of 462.24 feet; thence, South 13° 42' 27" East a distance of 181.53 feet; thence, South 26° 06' 36" East a distance of 865.58 feet: thence. South 02° 10' 28" West a distance of 208.61 feet; thence,

Z:\Project\_Unclassified\\_Solano\Phase 4\Docs\Legal Desc\Phase Boundary Esmts\Solano Phase 3 Esmt Exh A.docx

NFP 094 Solano Phase 3 SO:35000740

South 00° 50' 16" East a distance of 201.91 feet; thence, South 27° 06' 15" East a distance of 549.39 feet; thence, South 67° 08' 38" West a distance of 2569.17 feet; thence, North 85° 03' 57" West a distance of 3723.24 feet to the west line of the land described in said deed recorded as Document Number 1993-00105910 of Official Records.

EXCEPTING therefrom the land described in the deed recorded June 7, 2019 as Document Number 201900035802 of Official Records, Solano County Records.

Contains: 2523.24 acres, more or less.



Craig/Baker, PLS 9173

Z:\Project\_Unclassified\\_Solano\Phase 4\Docs\Legal Desc\Phase Boundary Esmts\Solano Phase 3 Esmt Exh A.docx

.

## **RECORDING REQUESTED BY:**

eRecording Partners Network (ePN) Placer Title Company Branch Number: 501

WHEN RECORDED MAIL TO: Sacramento Municipal Utility District Attn: General Counsel, 6201 S Street, MS B406 Sacramento, CA 95817

Electronically Recorded in Official Records of Solano County Glenn Zook Assessor/Recorder		3/27/2023 9:13:57 AM AR62 6L	
ES-EPN	Titles: 1	Pages: 12	
Doc # 202300012177	Fees Taxes SB2 Fee <u>Other</u>	\$46.00 \$0.00 \$0.00 \$0.00	
	Paid	<b>\$4</b> 6.00	

### Order No: P-573710

	MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS
	(Please fill in document title(s) on this line)
X	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
	Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
	Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or.
	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
	Exempt from the fee per GC27388.1(a) (1); Not related to real property, or,
	Exempt from fee under GC27388.1(a)(1) for the following reasons:
	NOTE: The following exemptions may not be acceptable for use in all counties:
	Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or, Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
	Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or, Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s).
	THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION

HIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION (Additional recording fee applies)

6

SOLANO,CA Document: Document-Year.DocID 2023.12177 Page 1 of 1

**RECORDING REQUESTED BY:** Placer Title Company 1300 Oliver Road, Suite 120 Fairfield, CA 94534

## WHEN RECORDED MAIL DOCUMENT TO:

Sacramento Municipal Utility District 6201 S Street, MS B406 Sacramento, CA 95817 Attn: General Counsel

ESCROW: P-552934

(Space Above This Line Reserved for Recorder's Use) SOLANO 4 EAST

#### MEMORANDUM OF EASEMENT AGREEMENT

#### AND OF ASSOCIATED

#### FIRST OFFER RIGHTS

THIS MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS (this "<u>Memorandum</u>") is made and entered into as of March 24, 2023 (the "<u>Effective</u> <u>Date</u>"), by and between SACRAMENTO MUNICIPAL UTILITY DISTRICT ("<u>SMUD</u>" or "<u>Grantee</u>"), and FLANNERY ASSOCIATES LLC, a Delaware limited liability company ("<u>Flannery</u>" or "<u>Grantor</u>").

1. <u>Property</u>. Flannery and SMUD have entered into a Perpetual Easement Agreement for Renewable Energy Projects (the "<u>Agreement</u>", and the easements and rights granted therein collectively referred to herein as the "<u>Easement</u>") dated as of the Effective Date, for certain real property located in Solano County, California, as more particularly described on Exhibit A attached hereto (the "<u>Property</u>"), which Agreement grants to Grantee certain easement rights.

2. <u>Term</u>. The Agreement is perpetual.

3. <u>Grant of Rights</u>. Flannery does hereby irrevocably and unconditionally grant, convey, and transfer unto SMUD the easements on, over, across and under the Property for the uses described in <u>Section</u> <u>4</u> below, upon all of the terms and conditions hereinafter set forth and subject to Flannery's reserved rights as provided in the Agreement.

4. <u>Permitted Uses</u>. Grantee shall have easements to use the Property for the following purposes ("<u>Operations</u>"): (a) the right to determine the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, conducting environmental studies (which may require the extraction of soil samples), avian studies (including, without limitation, eagle take permits), interconnection studies, and conducting title examinations and surveys; (b) the exclusive right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate, meteorological towers and wind measurement equipment ("<u>MET Towers</u>") and wind turbine generators (each a "<u>Wind Turbine</u>" and collectively, "<u>Wind Turbines</u>"); (c) the right to determine the feasibility of solar energy conversion on the Property, including studies of insolation and other

NFP 095 Solano Phase 4 East SO: 35000740

meteorological data, conducting environmental studies (which may require the extraction of soil samples), avian studies, interconnection studies, and conducting title examinations and surveys; (d) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar radiation and solar energy monitoring devices and other weather measurement devices, monitoring and recording equipment and facilities with respect to the solar energy resources found on and over the Property, including, without limitation, the establishment at Grantee's sole discretion of a land-based or satellitebased high speed Internet connection and/or a meter for the load at the Property (collectively, "Monitoring Equipment"); (e) the right, to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar energy collection cells, photovoltaic panels, concentrating solar technology equipment and other facilities related to the harnessing of sunlight for photovoltaic or solar thermal electric generation, together with mounting substrates or supports and their associated structure and foundations (collectively, "Solar Facilities"); (f) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate battery storage facilities or other facilities related to the storage of electrical energy, together with mounting substrates or supports and their associated structure and foundations (collectively, "Storage Facilities"); (g) the right to install, maintain, repair, replace, relocate and operate on the Property multiple (i) underground transmission, distribution and collection cables (including fiber optic cables), conduits, wire and lines for the transmission of electrical energy, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (ii) underground transmission, collection or distribution lines, wires or cables and underground communication cables (including fiber optic cables), conduits, wire and lines for the transmission of communications of any nature, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (iii) switching stations, interconnection facilities, substations, and (iv) other improvements, facilities, appliances, machinery and equipment reasonably necessary in connection with any of the foregoing, including but not limited to, power conditioning equipment, transformers and telecommunications equipment (collectively the "Transmission Facilities"); (h) the right to construct, install, use, replace, relocate and remove roads (including, but not limited to, the right to improve existing roads or to build new roads to facilitate access to any Project (as defined below) and related facilities constructed, or to be constructed, for any Project), culverts and erosion control facilities (collectively, the "Transport Facilities"); (i) the right to construct, install, use and remove from time to time, and temporarily maintain and operate crane pads, laydown areas, concrete batch plants, and temporary construction management buildings in connection with the construction of any Improvements (as defined below); (j) the right to construct, install, maintain, use, relocate, repair, replace and remove from time to time, fences, gates, signs and other safety and security protection facilities, and related facilities and equipment necessary and/or convenient for the Operations of Grantee; (k) the right to construct, operate, maintain, remove, demolish and replace one or more operations and maintenance buildings and/or equipment buildings, maintenance yards, and alter or modify any existing operations or maintenance buildings and/or equipment buildings or maintenance yards (collectively, "Maintenance Facilities"); (1) the right to construct, operate and maintain any water wells or use any existing water wells for use in connection with the construction, operation, maintenance, repair or removal of any of the Improvements (as defined below), together with the right to utilize such riparian waters rights as may benefit the Property in connection with the foregoing (provided that any such use shall be done in good faith coordination with Grantor so as not to materially and adversely affect Grantor's water rights associated with the Property or any agricultural activities being conducted on the Property); (m) the right and entitlement, over, across and under the Property for any commercially reasonable audio, visual, view, light, noise, vibration, air turbulence, wake, shadow flicker, electromagnetic, and any other similar effect, and for ice or other weather created hazards, resulting directly or indirectly from any Project; (n) the exclusive right to use, capture, convert, and maintain or interrupt the free and unobstructed flow of wind over and across the Property, except as provided in Section 6.3 of the Agreement; (o) the exclusive right on, over (including airspace), across or under the Property for any encroachment or overhang of any Wind Turbines or other Improvements now or hereafter constructed by Grantee on adjacent property to overhang on the Property, including, without limitation, the right to permit the rotors of Wind Turbines located on adjacent property

#### NFP 095 Solano Phase 4 East SO: 35000740

to overhang the Property; (p) the right, to the extent reasonably necessary in connection with any Operations on the Property, to (i) trim or remove any trees or vegetation on the Property, (ii) implement measures, including the use of pesticides or herbicides, to control pest species or noxious weeds, and (iii) implement fire protection measures; and (r) the right to undertake any other activities on the Property, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including, without limitation, grading or leveling portions of the Property.

For purposes of this Memorandum, (I) the term "Improvements" means any or all of the items described in (a)-(o) above, including, without limitation, Wind Turbines, Solar Facilities, Storage Facilities, Transmission Facilities, Maintenance Facilities, and Transport Facilities, and (II) the term "Project" means one or more (A) Wind Turbines and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, (B) Solar Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy storage and delivery system. Grantee may determine, in its sole discretion, whether any particular group of Wind Turbines, Solar Facilities or Storage Facilities and associated Improvements and land areas constitutes a single Project or multiple Projects for the purposes of this Agreement.

Notwithstanding the foregoing, (I) with respect to Grantee's rights as set forth above relating to Transmission Facilities and Transport Facilities, Grantee shall, to the extent commercially reasonable and practicable, use good faith efforts to maintain Transmission Facilities and Transport Facilities within or adjacent to existing transmission and/or road corridors and locations so as to avoid unnecessary disturbance to any Grantor Related Person's use of the Property as otherwise permitted hereunder, and so as to avoid the unnecessary burdening of otherwise unaffected portions of the Property, and (II) the gross acreage of any Solar Facilities, Storage Facilities and Maintenance Facilities (including any fenced areas) shall not exceed 66.85 acres of the Property; provided, however, Grantor agrees that if Grantee has the right to place such facilities on other portions of the Overall Property under agreement and such other agreements, provided in no event shall the gross acreage of any Solar Facilities and Maintenance Facilities, Storage Facilities and Maintenance Facilities, storage Facilities and Maintenance Facilities, storage Facilities and Maintenance Facilities (including any fenced areas) exceed five hundred (500) acres on the Overall Property.

Building Restrictions. Grantor may not construct on the Property (A) any buildings or 5. structures that (a) are intended to be or used as dwellings, (b) are more than 40 feet in height, (c) are not at least 1,500 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Wind Turbine, (d) are not at least 300 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Transmission Facilities or other Improvements, or (e) above an elevation of 200 feet (excluding permitted building heights) above sea level (in existence as of the date of this Agreement) (the "Sea Level Cap") or (B) any transmission, distribution or collection lines above the Sea Level Cap or (C) any improvements, including, without limitation, transmission, distribution or collection lines, within ten (10) feet on either side of the centerline of any Grantee owned or installed transmission, distribution or collection lines. For the avoidance of doubt, other than the restrictions set forth in subsections (A)(b), (A)(c), (A)(d) and (A)(e) of the immediately prior sentence, the building restrictions set forth in this section shall in no event apply to the construction, repair or maintenance of any fencing, corrals, or similar non-habitable agricultural improvements, all of which may be performed at any time without the consent of Grantee, but shall be removed by Grantor, at Grantor's sole cost and expense, within ninety (90) days after Grantee's written request, if reasonably necessary for Grantee to conduct its Operations on the Property without undue interference from such improvements.

#### NFP 095 Solano Phase 4 East SO: 35000740

6. Project Permitting. Grantor acknowledges that Grantee may, at its own expense, in Grantee's name, file applications with federal, state, and local governmental agencies for (a) the grant of land use entitlements, permits or approvals necessary or convenient for the construction, operation and maintenance of the Improvements installed on the Property, including but not limited to, general plan amendments, specific plans, zone changes, tentative and final maps, siting permits, conditional use permits, variances, rights of way, or any kind of environmental permit, as well as grading permits, foundation permits, storm water drainage permits, road permits, driveway entrance permits or any kind of construction or building permits, Federal Aviation Administration clearance, and related governmental permits, licenses and approvals (collectively, "Project Permitting") for its intended construction activities in connection with any current or future Operations, and (b) any zoning relief for the Property necessary to permit the issuance of the Project Permitting or otherwise permit the construction of any Improvements, including obtaining any subdivision, subdivision improvement agreement, variation, entitlement, site plan, license, special use, conditional use, planned development and other governmental approvals or permits deemed necessary or desirable by Grantee (all of the foregoing, including the Project Permitting, being collectively referred to as the "Permits"). Grantor shall cooperate in good faith with Grantee to the extent reasonably necessary in connection with any Project Permitting so long as the same is consistent with the Operations permitted hereunder. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable application, approval, waiver, consent letter or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with obtaining and maintaining any Permits and (ii) return the executed document to the requesting party within ten (10) business days after the request; provided, however, that such documents shall be executed solely as the fee owner of the Property and not as the applicant/project lead.

7. <u>Setbacks</u>. Grantor hereby waives, to the fullest extent permitted by law, any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in any zoning ordinance of any governmental authority or in any governmental entitlement or permit heretofore or hereafter issued to any Grantee Related Person as they apply to the Property, including, but not limited to, any residences located on the Property ("<u>Setback</u>"). Further, where waiver or elimination of any Setback is not permitted by law, Grantor hereby consents to any reduction in such Setback as applied to the Property, including reductions in setbacks to the minimum Wind Turbine setbacks required under any applicable ordinances, rules or regulations. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable consent letter to any setback waiver, setback elimination or setback reduction, or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with the document and (ii) return the executed document to the requesting party within ten (10) business days after the written request.

8. <u>First Offer Rights</u>. Flannery has retained, and SMUD has accepted Flannery's retention of, upon the terms and conditions set forth in the Agreement, a right of first offer to purchase certain direct or indirect right, title and interest in and to the Easement (the "<u>First Offer Rights</u>"). The First Offer Rights retained by Flannery under the Agreement are perpetual and continue as long as the Easement continues. The First Offer Rights run with the land and bind SMUD together with its successors and assigns. Except for certain "Excluded Transfers" described in the Agreement, the First Offer Rights, also apply to transfers of subeasements or other partial interests in the Easement, both from SMUD initially and to any subsequent transfers by holders of such subeasements or other partial interests. Without limitation, the First Offer Rights survive: (a) any waiver of, or failure to exercise, the First Offer Rights, (b) any transfer, including any Excluded Transfer, or statutory process, and (d) any bankruptcy. Any transfer that occurs without compliance with the terms of the First Offer Rights shall be void ab initio.

## NFP 095 Solano Phase 4 East SO: 35000740

9. <u>Incorporation of Agreement</u>. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

10. <u>Binding Effect</u>. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. <u>Recording</u>. This Memorandum is executed for the purpose of recordation in the official records of Solano County, California (the "<u>Official Records</u>"), in order to establish record notice of the existence of the Agreement and the rights of Flannery and SMUD thereunder

12. <u>Counterparts</u>. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

NFP 095 Solano Phase 4 East SO: 35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

## FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

By: 4

Richard W. Melnyk, its authorized agent

SMUD:

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

## SIGNED IN COUNTERPART

50

By: \_\_\_\_\_\_Blandon Granger

Blandon Granger Supervisor, Real Estate Services

SOLANO,CA Document: Document-Year.DocID 2023.12177

NFP 095 Solano Phase 4 East SO: 35000740

, ÷

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Galifornia Worth Carolina	)
County of Duncombe	)
On <u>March 22</u> , 2023, before me, <u>Jo</u> Date Name	Custer Melnyk, Notary Public, And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared <u>Richard</u> , W. Melny Name(s) of Signer(s)	

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

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

WITNESS my hand and official seal.

Place Notary Seal Above



Signature:

NFP 095 Solano Phase 4 East SO: 35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

### FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

By: SIGNED IN COUNTERPART Richard W. Melnyk, its authorized agent

### SMUD:

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

By

Blandon Granger Supervisor, Real Estate Services

Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

NFP 095 Solano Phase 4 East SO: 35000740

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)		
County of Salvamento	) _		
On March 22, 2023 , before	me, Gretchen	Hildebrand	, Notary Public,
Date	Name And Title Of Off		
personally appeared <u>Rimdau</u> Name(s) of Signer(s)	$\wedge$		,

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

**GRETCHEN HILDEBRAND** Notary Public - California Sacramento County Commission # 2316938 Comm. Expires Dec 23, 2023

Signature

Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved

NFP 095 Solano Phase 4 East SO: 35000740

#### EXHIBIT A

### LEGAL DESCRIPTION SOLANO 4 East

All that real property situated in the County of Solano, State of California, being a portion of the land described in the deed recorded November 8, 1993 as Document Number 1993-00105910 of Official Records, Solano County Records, lying northerly of, the following described line:

Beginning at the intersection of the west line of the land described in said deed recorded as Document Number 1993-00105910 of Official Records with the centerline of Montezuma Hills Road as shown on the Record of Survey filed in Book 26 of Surveys, at Page 29, Solano County Records; thence along the centerline of Montezuma Hills Road as shown on said Record of Survey the following three (3) courses, South 73° 25' 34" East a distance of 825.45 feet; thence, South 71° 31' 58" East a distance of 1252.60 feet; thence, South 61° 36' 22" East a distance of 954.80 feet to the centerline of Toland Road as shown on said Record of Survey; thence along the centerline of Toland Road the following course, South 61° 30' 23" East a distance of 93.01 feet; thence, North 28° 30' 30" East a distance of 25.09 feet; thence, South 63° 35' 47" East a distance of 375.14 feet; thence, South 55° 38' 22" East a distance of 97.56 feet; thence, South 63° 21' 18" East a distance of 540.86 feet; thence, North 25° 51' 33" East a distance of 76.99 feet; thence, South 60° 43' 18" East a distance of 135.02 feet; thence, South 51° 08' 01" East a distance of 211.61 feet; thence, South 28° 33' 16" West a distance of 33.40 feet; thence. South 60° 04' 53" East a distance of 875.86 feet; thence. South 61° 48' 28" East a distance of 83.53 feet; thence, South 69° 16' 07" East a distance of 84.22 feet; thence, South 75° 51' 53" East a distance of 100.35 feet; thence, South 69° 55' 42" East a distance of 147.45 feet; thence, South 51° 07' 12" East a distance of 497.48 feet; thence, South 52° 44' 51" East a distance of 76.44 feet; thence, South 66° 27' 27" East a distance of 90.81 feet; thence, South 70° 55' 30" East a distance of 84.75 feet; thence, South 76° 02' 20" East a distance of 176.66 feet; thence, South 68° 15' 39" East a distance of 108.66 feet; thence, South 62° 49' 15" East a distance of 413.70 feet; thence, South 86° 36' 31" East a distance of 195.44 feet; thence, South 85° 32' 10" East a distance of 204.30 feet; thence,

Z:\Project\_Unclassified\\_Solano\Phase 4\Docs\Legal Desc\Phase Boundary Esmts\Solano Phase 4 East Esmt Exh A.docx

NFP 095 Solano Phase 4 East SO: 35000740

South 67° 49' 29" East a distance of 4438.15 feet to the east line of the land described in said deed recorded as Document Number 1993-00105910 of Official Records.

Contains: 872.80 acres, more or less.



Craig/Baker, PLS 9173 Date

Z:\Project\_Unclassified\\_Solano\Phase 4\Docs\Legai Desc\Phase Boundary Esmts\Solano Phase 4 East Esmt Exh A.docx

#### RECORDING REQUESTED BY:

eRecording Partners Network (ePN) Placer Title Company Branch Number: 501

WHEN RECORDED MAIL TO: Sacramento Municipal Utility District Attn: General Counsel, 6201 S Street, MS B406 Sacramento, CA 95817

Electronically Recorded in Official Records of Solano County Glenn Zook Assessor/Recorder		3/27/2023 9:13:57 AM AR62 6L	
ES-EPN			
Doc # 202300012178	Titles: 1	Pages: 11	
	Fees	<b>\$4</b> 3.00	
	Taxes	<b>\$</b> 0.00	
	SB2 Fee	<b>\$</b> 0.00	
	Other	<b>\$</b> 0.00	
	Paid	<b>\$4</b> 3.00	

# Order No: P-573710

	MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS
	(Please fill in document title(s) on this line)
X	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
	Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
	Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or,
	Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
	Exempt from the fee per GC27388.1(a) (1); Not related to real property, or,
	Exempt from fee under GC27388.1(a)(1) for the following reasons:
	NOTE: The following exemptions may not be acceptable for use in all counties:
	Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or, Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as documents in the transaction(s)
	Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or, Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s).

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION (Additional recording fee applies)

.

Page 1 of 1

 $\bigcirc$ 

### **RECORDING REQUESTED BY:**

Placer Title Company 1300 Oliver Road, Suite 120 Fairfield, CA 94534

# WHEN RECORDED MAIL DOCUMENT TO:

Sacramento Municipal Utility District 6201 S Street, MS B406 Sacramento, CA 95817 Attn: General Counsel

ESCROW: P-552934

(Space Above This Line Reserved for Recorder's Use)

# SOLANO 4 WEST

# MEMORANDUM OF EASEMENT AGREEMENT

#### AND OF ASSOCIATED

#### **FIRST OFFER RIGHTS**

THIS MEMORANDUM OF EASEMENT AGREEMENT AND OF ASSOCIATED FIRST OFFER RIGHTS (this "<u>Memorandum</u>") is made and entered into as of March <u>2</u>, 2023 (the "<u>Effective</u> <u>Date</u>"), by and between SACRAMENTO MUNICIPAL UTILITY DISTRICT ("<u>SMUD</u>" or "<u>Grantee</u>"), and FLANNERY ASSOCIATES LLC, a Delaware limited liability company ("<u>Flannery</u>" or "<u>Grantor</u>").

1. <u>Property</u>. Flannery and SMUD have entered into a Perpetual Easement Agreement for Renewable Energy Projects (the "<u>Agreement</u>", and the easements and rights granted therein collectively referred to herein as the "<u>Easement</u>") dated as of the Effective Date, for certain real property located in Solano County, California, as more particularly described on Exhibit A attached hereto (the "<u>Property</u>"), which Agreement grants to Grantee certain easement rights.

2. <u>Term</u>. The Agreement is perpetual.

3. <u>Grant of Rights</u>. Flannery does hereby irrevocably and unconditionally grant, convey, and transfer unto SMUD the easements on, over, across and under the Property for the uses described in <u>Section</u> <u>4</u> below, upon all of the terms and conditions hereinafter set forth and subject to Flannery's reserved rights as provided in the Agreement.

4. <u>Permitted Uses</u>. Grantee shall have easements to use the Property for the following purposes ("<u>Operations</u>"): (a) the right to determine the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, conducting environmental studies (which may require the extraction of soil samples), avian studies (including, without limitation, eagle take permits), interconnection studies, and conducting title examinations and surveys; (b) the exclusive right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate, meteorological towers and wind measurement equipment ("<u>MET Towers</u>") and wind turbine generators (each a "<u>Wind Turbine</u>" and collectively, "<u>Wind Turbines</u>"); (c) the right to determine the feasibility of solar energy conversion on the Property, including studies of insolation and other meteorological data, conducting environmental studies (which may require the extraction of soil samples),

NFP 096 Solano Phase 4 West SO: 35000740

avian studies, interconnection studies, and conducting title examinations and surveys; (d) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar radiation and solar energy monitoring devices and other weather measurement devices, monitoring and recording equipment and facilities with respect to the solar energy resources found on and over the Property, including, without limitation, the establishment at Grantee's sole discretion of a land-based or satellitebased high speed Internet connection and/or a meter for the load at the Property (collectively, "Monitoring Equipment"); (e) the right, to construct, install, use, replace, relocate and remove from time to time, and maintain and operate solar energy collection cells, photovoltaic panels, concentrating solar technology equipment and other facilities related to the harnessing of sunlight for photovoltaic or solar thermal electric generation, together with mounting substrates or supports and their associated structure and foundations (collectively, "Solar Facilities"); (f) the right to construct, install, use, replace, relocate and remove from time to time, and maintain and operate battery storage facilities or other facilities related to the storage of electrical energy, together with mounting substrates or supports and their associated structure and foundations (collectively, "Storage Facilities"); (g) the right to install, maintain, repair, replace, relocate and operate on the Property multiple (i) underground transmission, distribution and collection cables (including fiber optic cables), conduits, wire and lines for the transmission of electrical energy, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (ii) underground transmission, collection or distribution lines, wires or cables and underground communication cables (including fiber optic cables), conduits, wire and lines for the transmission of communications of any nature, provided the same may be aboveground to the extent necessary to comply with any environmental permitting requirements, (iii) switching stations, interconnection facilities, substations, and (iv) other improvements, facilities, appliances, machinery and equipment reasonably necessary in connection with any of the foregoing, including but not limited to, power conditioning equipment, transformers and telecommunications equipment (collectively the "Transmission Facilities"); (h) the right to construct, install, use, replace, relocate and remove roads (including, but not limited to, the right to improve existing roads or to build new roads to facilitate access to any Project (as defined below) and related facilities constructed, or to be constructed, for any Project), culverts and erosion control facilities (collectively, the "Transport Facilities"); (i) the right to construct, install, use and remove from time to time, and temporarily maintain and operate crane pads, laydown areas, concrete batch plants, and temporary construction management buildings in connection with the construction of any Improvements (as defined below); (j) the right to construct, install, maintain, use, relocate, repair, replace and remove from time to time, fences, gates, signs and other safety and security protection facilities, and related facilities and equipment necessary and/or convenient for the Operations of Grantee; (k) the right to construct, operate, maintain, remove, demolish and replace one or more operations and maintenance buildings and/or equipment buildings, maintenance yards, and alter or modify any existing operations or maintenance buildings and/or equipment buildings or maintenance yards (collectively, "Maintenance Facilities"); (1) the right to construct, operate and maintain any water wells or use any existing water wells for use in connection with the construction, operation, maintenance, repair or removal of any of the Improvements (as defined below), together with the right to utilize such riparian waters rights as may benefit the Property in connection with the foregoing (provided that any such use shall be done in good faith coordination with Grantor so as not to materially and adversely affect Grantor's water rights associated with the Property or any agricultural activities being conducted on the Property); (m) the right and entitlement, over, across and under the Property for any commercially reasonable audio, visual, view, light, noise, vibration, air turbulence, wake, shadow flicker, electromagnetic, and any other similar effect, and for ice or other weather created hazards, resulting directly or indirectly from any Project; (n) the exclusive right to use, capture, convert, and maintain or interrupt the free and unobstructed flow of wind over and across the Property, except as provided in Section 6.3 of the Agreement; (o) the exclusive right on, over (including airspace), across or under the Property for any encroachment or overhang of any Wind Turbines or other Improvements now or hereafter constructed by Grantee on adjacent property to overhang on the Property, including, without limitation, the right to permit the rotors of Wind Turbines located on adjacent property to overhang the Property; (p) the right, to the extent reasonably necessary in connection with any Operations

### NFP 096 Solano Phase 4 West SO: 35000740

on the Property, to (i) trim or remove any trees or vegetation on the Property, (ii) implement measures, including the use of pesticides or herbicides, to control pest species or noxious weeds, and (iii) implement fire protection measures; and (r) the right to undertake any other activities on the Property, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including, without limitation, grading or leveling portions of the Property.

For purposes of this Memorandum, (I) the term "Improvements" means any or all of the items described in (a)-(o) above, including, without limitation, Wind Turbines, Solar Facilities, Storage Facilities, Transmission Facilities, Maintenance Facilities, and Transport Facilities, and (II) the term "Project" means one or more (A) Wind Turbines and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, (B) Solar Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy generating and delivery system, and/or (C) Storage Facilities and associated Improvements and land areas that are at any time constructed, installed or operated on behalf of Grantee or its affiliates, as an integrated energy storage and delivery system. Grantee may determine, in its sole discretion, whether any particular group of Wind Turbines, Solar Facilities or Storage Facilities and associated Improvements and land areas constitutes a single Project or multiple Projects for the purposes of this Agreement.

Notwithstanding the foregoing, (I) with respect to Grantee's rights as set forth above relating to Transmission Facilities and Transport Facilities, Grantee shall, to the extent commercially reasonable and practicable, use good faith efforts to maintain Transmission Facilities and Transport Facilities within or adjacent to existing transmission and/or road corridors and locations so as to avoid unnecessary disturbance to any Grantor Related Person's use of the Property as otherwise permitted hereunder, and so as to avoid the unnecessary burdening of otherwise unaffected portions of the Property, and (II) the gross acreage of any Solar Facilities, Storage Facilities and Maintenance Facilities (including any fenced areas) shall not exceed 92.15 acres of the Property; provided, however, Grantor agrees that if Grantee has the right to place such facilities on other portions of the Overall Property under agreement and such other agreements, provided in no event shall the gross acreage of any Solar Facilities (including any fenced areas) exceed five hundred (500) acres on the Overall Property.

5. Building Restrictions. Grantor may not construct on the Property (A) any buildings or structures that (a) are intended to be or used as dwellings, (b) are more than 40 feet in height, (c) are not at least 1,500 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Wind Turbine, (d) are not at least 300 feet, or the minimum required setback by any governmental agency, whichever is greater, from the closest point of any Transmission Facilities or other Improvements, or (e) above an elevation of 200 feet (excluding permitted building heights) above sea level (in existence as of the date of this Agreement) (the "Sea Level Cap") or (B) any transmission, distribution or collection lines above the Sea Level Cap or (C) any improvements, including, without limitation, transmission, distribution or collection lines, within ten (10) feet on either side of the centerline of any Grantee owned or installed transmission, distribution or collection lines. For the avoidance of doubt, other than the restrictions set forth in subsections (A)(b), (A)(c), (A)(d) and (A)(e) of the immediately prior sentence, the building restrictions set forth in this section shall in no event apply to the construction, repair or maintenance of any fencing, corrals, or similar non-habitable agricultural improvements, all of which may be performed at any time without the consent of Grantee, but shall be removed by Grantor, at Grantor's sole cost and expense, within ninety (90) days after Grantee's written request, if reasonably necessary for Grantee to conduct its Operations on the Property without undue interference from such improvements,

#### NFP 096 Solano Phase 4 West SO: 35000740

6. Project Permitting. Grantor acknowledges that Grantee may, at its own expense, in Grantee's name, file applications with federal, state, and local governmental agencies for (a) the grant of land use entitlements, permits or approvals necessary or convenient for the construction, operation and maintenance of the Improvements installed on the Property, including but not limited to, general plan amendments, specific plans, zone changes, tentative and final maps, siting permits, conditional use permits, variances, rights of way, or any kind of environmental permit, as well as grading permits, foundation permits, storm water drainage permits, road permits, driveway entrance permits or any kind of construction or building permits, Federal Aviation Administration clearance, and related governmental permits, licenses and approvals (collectively, "Project Permitting") for its intended construction activities in connection with any current or future Operations, and (b) any zoning relief for the Property necessary to permit the issuance of the Project Permitting or otherwise permit the construction of any Improvements, including obtaining any subdivision, subdivision improvement agreement, variation, entitlement, site plan, license, special use, conditional use, planned development and other governmental approvals or permits deemed necessary or desirable by Grantee (all of the foregoing, including the Project Permitting, being collectively referred to as the "Permits"). Grantor shall cooperate in good faith with Grantee to the extent reasonably necessary in connection with any Project Permitting so long as the same is consistent with the Operations permitted hereunder. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable application, approval, waiver, consent letter or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with obtaining and maintaining any Permits and (ii) return the executed document to the requesting party within ten (10) business days after the request; provided, however, that such documents shall be executed solely as the fee owner of the Property and not as the applicant/project lead.

7. <u>Setbacks</u>. Grantor hereby waives, to the fullest extent permitted by law, any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in any zoning ordinance of any governmental authority or in any governmental entitlement or permit heretofore or hereafter issued to any Grantee Related Person as they apply to the Property, including, but not limited to, any residences located on the Property ("<u>Setback</u>"). Further, where waiver or elimination of any Setback is not permitted by law, Grantor hereby consents to any reduction in such Setback as applied to the Property, including reductions in setbacks to the minimum Wind Turbine setbacks required under any applicable ordinances, rules or regulations. Further, if so requested by any Grantee Related Person, Grantor will, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any commercially reasonable consent letter to any setback waiver, setback elimination or setback reduction, or other document reasonably requested by any Grantee Related Person, or any governmental authority in connection with the document and (ii) return the executed document to the requesting party within ten (10) business days after the written request.

8. <u>First Offer Rights</u>. Flannery has retained, and SMUD has accepted Flannery's retention of, upon the terms and conditions set forth in the Agreement, a right of first offer to purchase certain direct or indirect right, title and interest in and to the Easement (the "<u>First Offer Rights</u>"). The First Offer Rights retained by Flannery under the Agreement are perpetual and continue as long as the Easement continues. The First Offer Rights run with the land and bind SMUD together with its successors and assigns. Except for certain "Excluded Transfers" described in the Agreement, the First Offer Rights, also apply to transfers of subeasements or other partial interests in the Easement, both from SMUD initially and to any subsequent transfers by holders of such subeasements or other partial interests. Without limitation, the First Offer Rights survive: (a) any waiver of, or failure to exercise, the First Offer Rights, (b) any transfer, including any Excluded Transfer, (c) any foreclosure, deed-in-lieu of foreclosure, assignment-in-lieu of foreclosure, court ordered transfer, or statutory process, and (d) any bankruptcy. Any transfer that occurs without compliance with the terms of the First Offer Rights shall be void ab initio.

### NFP 096 Solano Phase 4 West SO: 35000740

9. <u>Incorporation of Agreement</u>. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

10. <u>Binding Effect</u>. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. <u>Recording</u>. This Memorandum is executed for the purpose of recordation in the official records of Solano County, California (the "<u>Official Records</u>"), in order to establish record notice of the existence of the Agreement and the rights of Flannery and SMUD thereunder

12. <u>Counterparts</u>. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

NFP 096 Solano Phase 4 West SO: 35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

#### FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

By: L

Richard W. Melnyk, its authorized agent

#### SMUD:

By: \_

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

ŝ

### SIGNED IN COUNTERPART

Blandon Granger Supervisor, Real Estate Services

SOLANO,CA Document: Document-Year.DocID 2023.12178 Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

NFP 096 Solano Phase 4 West SO: 35000740

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of <del>Californi</del> a North Carolina	)
County of BUNCOMBE	
On <u>March 22, 2023</u> , before me, <u>Jo</u> Date Name	And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared <u>Richard W. Meln</u> Name(s) of Signer(s)	jks.

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

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

WITNESS my hand and official seal.

Place Notary Seal Above



Curs Melig Signature:

NFP 096 Solano Phase 4 West SO: 35000740

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

# FLANNERY:

FLANNERY ASSOCIATES LLC, a Delaware limited liability company

# By: SIGNED IN COUNTERPART

Richard W. Melnyk, its authorized agent

#### SMUD:

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

By

Blandon Granger Supervisor, Real Estate Services

Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

NFP 096 Solano Phase 4 West SO: 35000740

#### ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)
County of <u>Sacra Mento</u>	)
On Moreh 22, 2023, before ,	
Date	Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared B cuv	lon Granger
Name(s) of Signer(s)	$\mathbf{v}$

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature



Comment:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

NFP 096 Solano Phase 4 West SO: 35000740

### EXHIBIT A

### LEGAL DESCRIPTION SOLANO 4 WEST

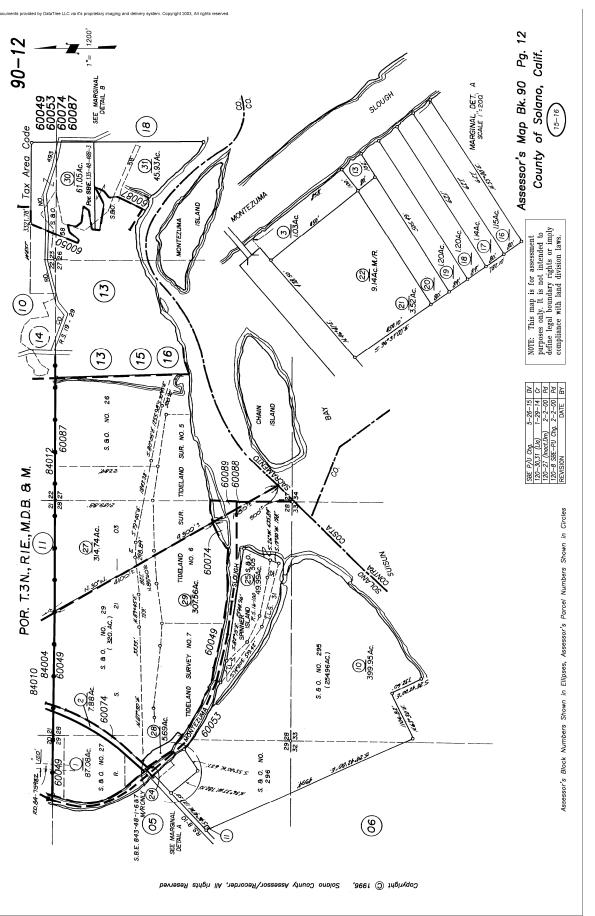
All that real property situated in the County of Solano, State of California, being all of the land described in the deed recorded March 31, 2014 as Document Number 201400022412 of Official Records, Solano County Records, and all of the land described in the deed recorded January 31, 2008 as Document Number 200800007431 of Official Records, Solano County Records.

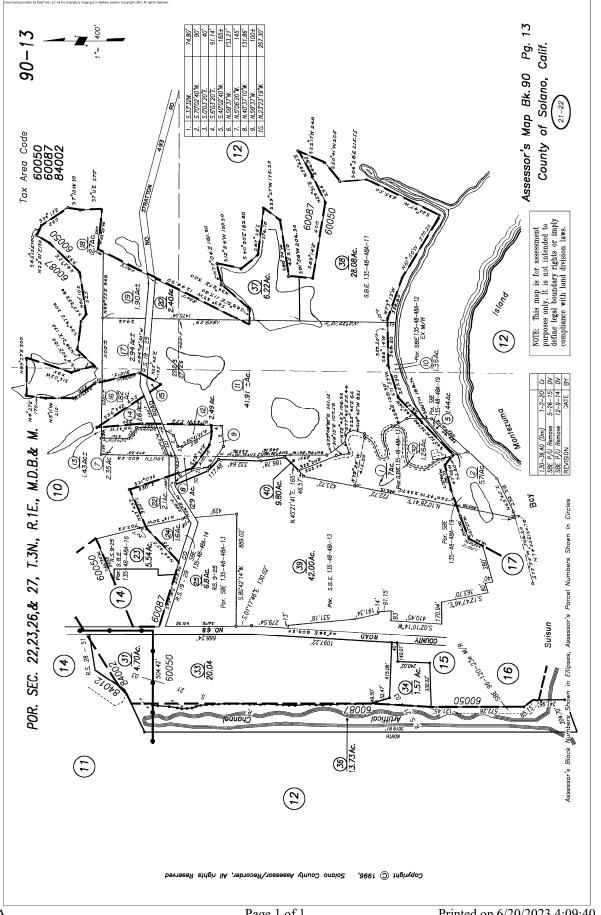
Contains: 1203.19 acres, more or less.



Craig/Baker, PLS 9173

Z:\Project\_Unclassified\\_Solano\Phase 4\Docs\Legal Desc\Phase Boundary Esmts\Solano Phase 4 West Esmt Exh A.docx





ATTACHMENT C: EDR REPORT

# **Collinsville Substation**

Not Known Suisun City, CA 94585

Inquiry Number: 7358534.2s June 07, 2023

# The EDR Radius Map<sup>™</sup> Report with GeoCheck®



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

# TABLE OF CONTENTS

# SECTION

# PAGE

Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	9
Orphan Summary	10
Government Records Searched/Data Currency Tracking	GR-1

# **GEOCHECK ADDENDUM**

Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting SSURGO Soil Map	A-5
Physical Setting Source Map	A-11
Physical Setting Source Map Findings	A-13
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, LLC. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. This Report is provided on an "AS IS", "AS AVAILABLE" basis. NO WARRANTY EXPRESS OR IMPLIED IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, LLC AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS REPORT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THIS REPORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, LLC OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS BE LIABLE TO ANYONE FOR ANY DATA RESOURCES, LLC OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS BE LIABLE TO ANYONE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA) INFORMATION PROVIDED IN THIS REPORT. 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 provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as provided in this Report are provided for juliustrative 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 an assessment performed by a qualif

Copyright 2023 by Environmental Data Resources, LLC. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, LLC, or its affiliates, is prohibited without prior written permission.

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

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 (E1527-21), 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 1528-22) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

#### TARGET PROPERTY INFORMATION

#### ADDRESS

NOT KNOWN SUISUN CITY, CA 94585

#### COORDINATES

Latitude (North):	38.0808620 - 38° 4' 51.10"
Longitude (West):	121.8356050 - 121° 50' 8.17"
Universal Tranverse Mercator:	Zone 10
UTM X (Meters):	602122.7
UTM Y (Meters):	4215221.0
Elevation:	39 ft. above sea level

#### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: Version Date: 12021565 ANTIOCH NORTH, CA 2018

#### **AERIAL PHOTOGRAPHY IN THIS REPORT**

Portions of Photo from: Source:

20140606 USDA DATABASE ACRONYMS

Target Property Address: NOT KNOWN SUISUN CITY, CA 94585

Click on Map ID to see full detail.

MAP ID

SITE NAME

RELATIVEDIST (ft. & mi.)ELEVATIONDIRECTION

NO MAPPED SITES FOUND

ADDRESS

#### 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

#### Lists of Federal NPL (Superfund) sites

NPL	National Priority List
Proposed NPL	Proposed National Priority List Sites
NPL LIENS	

#### Lists of Federal Delisted NPL sites

Delisted NPL\_\_\_\_\_ National Priority List Deletions

#### Lists of Federal sites subject to CERCLA removals and CERCLA orders

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

#### Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE\_\_\_\_\_ Superfund Enterprise Management System Archive

#### Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS..... Corrective Action Report

#### Lists of Federal RCRA TSD facilities

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

#### Lists of Federal RCRA generators

RCRA-LQG	. RCRA - Large Quantity Generators
RCRA-SQG	RCRA - Small Quantity Generators
RCRA-VSQG	RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity
	Generators)

#### Federal institutional controls / engineering controls registries

LUCIS...... Land Use Control Information System

US ENG CONTROLS	Engineering Controls Sites List
US INST CONTROLS	Institutional Controls Sites List

### Federal ERNS list

ERNS\_\_\_\_\_ Emergency Response Notification System

#### Lists of state- and tribal (Superfund) equivalent sites

RESPONSE..... State Response Sites

#### Lists of state- and tribal hazardous waste facilities

ENVIROSTOR ..... EnviroStor Database

# Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF\_\_\_\_\_ Solid Waste Information System

### Lists of state and tribal leaking storage tanks

LUST	Geotracker's Leaking Underground Fuel Tank Report
	Leaking Underground Storage Tanks on Indian Land
CPS-SLIC	

#### Lists of state and tribal registered storage tanks

FEMA UST	Underground Storage Tank Listing
UST	
AST	Aboveground Petroleum Storage Tank Facilities
INDIAN UST	. Underground Storage Tanks on Indian Land

#### Lists of state and tribal voluntary cleanup sites

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

### Lists of state and tribal brownfield sites

BROWNFIELDS..... Considered Brownfieds 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
CERS HAZ WASTE	CERS HAZ WASTE
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	
	California Environmental Reporting System (CERS) Tanks

### 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
MCS	Military Cleanup Sites Listing
	SPILLS 90 data from FirstSearch

#### Other Ascertainable Records

RCRA NonGen / NLR	. RCRA - Non Generators / No Longer Regulated
FUDS	Formerly Used Defense Sites
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	
RMP	
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 Combustion Residues Surface Impoundments List
	PCB Transformer Registration Database
RADINEO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	
	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	
	Formerly Utilized Sites Remedial Action Program
UMTRA	
LEAD SMELTERS	
US AIRS	Aerometric Information Retrieval System Facility Subsystem
US MINES	Mines Master Index File
ABANDONED MINES	
	Facility Index System/Facility Registry System
UXO	
ECHO	Enforcement & Compliance History Information
	Hazardous Waste Compliance Docket Listing
	EPA Fuels Program Registered Listing
	EFA Fuels Flogran Registered Listing
	Superfund Sites with PFAS Detections Information
	Federal Sites PFAS Information
	PFAS Manufacture and Imports Information
	PFAS Transfers Identified In the RCRA Database Listing
	PFAS Contamination Site Location Listing
	Ambient Environmental Sampling for PFAS
PFAS NPDES	Clean Water Act Discharge Monitoring Information
PFAS ECHO	Facilities in Industries that May Be Handling PFAS Listing
	Facilities in Industries that May Be Handling PFAS Listing
PFAS PART 139 AIRPORT	All Certified Part 139 Airports PFAS Information Listing
AQUEOUS FOAM NRC	Aqueous Foam Related Incidents Listing
PFAS	PFAS Contamination Site Location Listing
	Former Fire Training Facility Assessments Listing
CA BOND EXP. PLAN	
	"Cortese" Hazardous Waste & Substances Sites List
CUPA Listings	
DRYCLEANERS	
EMI	
ENF	
Financial Assurance	Financial Assurance Information Listing
ICE	
	Hazardous Waste & Substance Site List
HWP	EnviroStor Permitted Facilities Listing
	Registered Hazardous Waste Transporter Database
HAZNET	
MINES	
MWMP	Medical Waste Management Program Listing
NPDES	NPDES Permits Listing
PEST LIC	Pesticide Regulation Licenses Listing
PROC	Certified Processors Database
Notify 65	
HAZMAT	
UIC	UIC Listing
UIC GEO	UIC GEO (GEOTRACKER)
UIC GEO WASTEWATER PITS	Oil Wastewater Pits Listing
WDS	Waste Discharge System

MILITARY PRIV SITES PROJECT	Waste Discharge Requirements Listing California Integrated Water Quality System CERS NON-CASE INFO (GEOTRACKER) OTHER OIL & GAS (GEOTRACKER) PROD WATER PONDS (GEOTRACKER) SAMPLING POINT (GEOTRACKER) Well Stimulation Project (GEOTRACKER) List of PFAS Added to the TRI Mineral Resources Data System
	. Mineral Resources Data System . Hazardous Waste Tracking System
	5,

#### EDR HIGH RISK HISTORICAL RECORDS

#### EDR Exclusive Records

EDR MGP	EDR Proprietary Manufactured Gas Plants
	_ 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

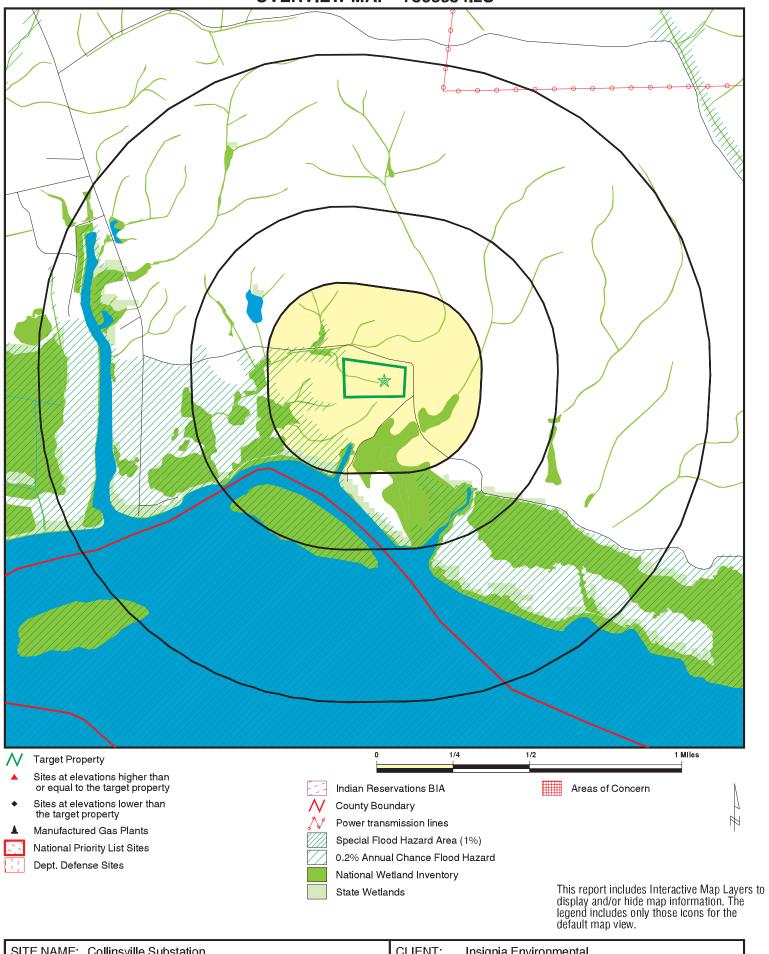
#### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were not identified.

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

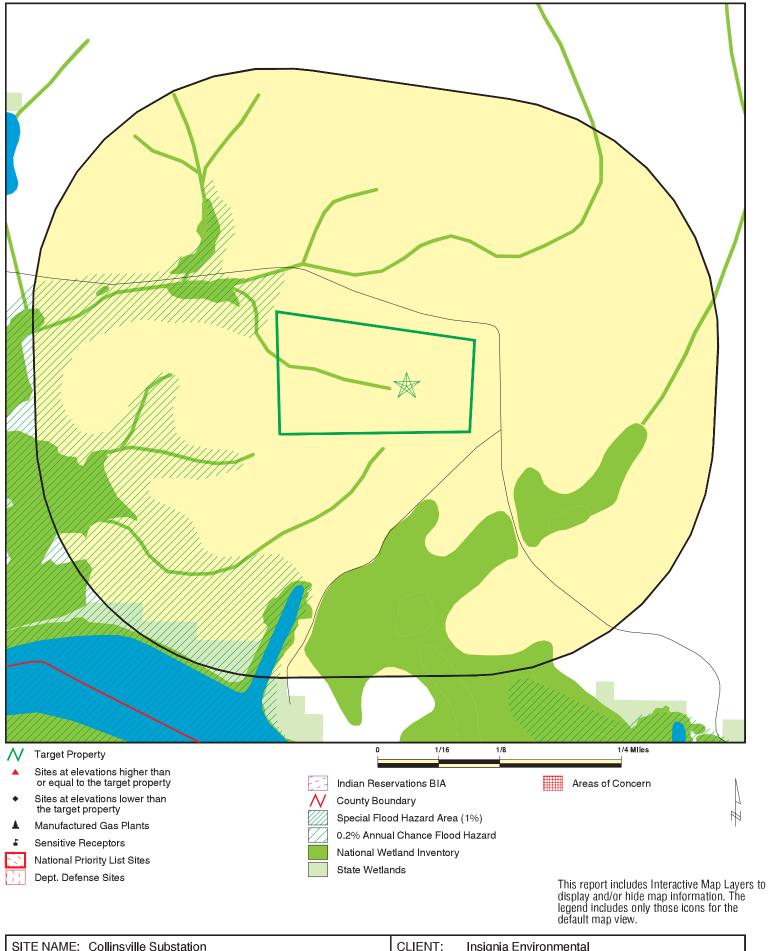
There were no unmapped sites in this report.

**OVERVIEW MAP - 7358534.2S** 



SITE NAME: ADDRESS:			Insignia Environmental Lauri Branch
	Suisun City CA 94585	INQUIRY #:	7358534.2s
	38.080862 / 121.835605	DATE:	June 07, 2023 3:29 pm

**DETAIL MAP - 7358534.2S** 



	Callinavilla Ouhatatian		Incinuio Environmentel
			Insignia Environmental
ADDRESS:	Not Known	CONTACT:	Lauri Branch
	Suisun City CA 94585	INQUIRY #:	7358534.2s
LAT/LONG:	38.080862 / 121.835605	DATE:	June 07, 2023 3:30 pm

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMEN	TAL RECORDS							
Lists of Federal NPL (Su	ıperfund) site	s						
NPL Proposed NPL NPL LIENS	1.000 1.000 1.000		0 0 0	0 0 0	0 0 0	0 0 0	NR NR NR	0 0 0
Lists of Federal Delisted	NPL sites							
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites su CERCLA removals and		ers						
FEDERAL FACILITY SEMS	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Lists of Federal CERCL	A sites with N	FRAP						
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA f undergoing Corrective								
CORRACTS	1.000		0	0	0	0	NR	0
Lists of Federal RCRA 1	SD facilities							
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA g	enerators							
RCRA-LQG RCRA-SQG RCRA-VSQG	0.250 0.250 0.250		0 0 0	0 0 0	NR NR NR	NR NR NR	NR NR NR	0 0 0
Federal institutional con engineering controls re								
LUCIS US ENG CONTROLS US INST CONTROLS	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Federal ERNS list								
ERNS	0.001		0	NR	NR	NR	NR	0
Lists of state- and tribal (Superfund) equivalent								
RESPONSE	1.000		0	0	0	0	NR	0
Lists of state- and tribal hazardous waste faciliti								
ENVIROSTOR	1.000		0	0	0	0	NR	0
Lists of state and tribal and solid waste disposa								
SWF/LF	0.500		0	0	0	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Lists of state and tribal	leaking stora	ge tanks						
LUST INDIAN LUST CPS-SLIC	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Lists of state and tribal	registered sto	orage tanks						
FEMA UST UST AST INDIAN UST	0.250 0.250 0.250 0.250		0 0 0	0 0 0 0	NR NR NR NR	NR NR NR NR	NR NR NR NR	0 0 0 0
Lists of state and tribal	voluntary clea	anup sites						
INDIAN VCP VCP	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Lists of state and tribal	brownfield si	tes						
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONME	NTAL RECORD	<u>s</u>						
Local Brownfield lists	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Waste Disposal Sites			0	0	0	INK	INIX	0
WMUDS/SWAT SWRCY HAULERS INDIAN ODI DEBRIS REGION 9 ODI IHS OPEN DUMPS	0.500 0.500 0.001 0.500 0.500 0.500 0.500		0 0 0 0 0 0	0 0 NR 0 0 0 0	0 0 NR 0 0 0 0	NR NR NR NR NR NR	NR NR NR NR NR NR	0 0 0 0 0 0 0
Local Lists of Hazardou Contaminated Sites	is waste /							
US HIST CDL HIST Cal-Sites SCH CDL Toxic Pits CERS HAZ WASTE US CDL	0.001 1.000 0.250 0.001 1.000 0.250 0.001		0 0 0 0 0 0	NR 0 0 NR 0 0 NR	NR 0 NR 0 NR NR	NR 0 NR NR 0 NR NR	NR NR NR NR NR NR	0 0 0 0 0 0 0
Local Lists of Registere	ed Storage Tai	nks						
SWEEPS UST HIST UST CA FID UST CERS TANKS	0.250 0.250 0.250 0.250		0 0 0	0 0 0 0	NR NR NR NR	NR NR NR NR	NR NR NR NR	0 0 0 0
Local Land Records								
LIENS	0.001		0	NR	NR	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LIENS 2 DEED	0.001 0.500		0 0	NR 0	NR 0	NR NR	NR NR	0 0
Records of Emergency F	Release Repo	orts						
HMIRS CHMIRS LDS MCS SPILLS 90	0.001 0.001 0.001 0.001 0.001		0 0 0 0	NR NR NR NR NR	NR NR NR NR NR	NR NR NR NR NR	NR NR NR NR NR	0 0 0 0 0
Other Ascertainable Rec	ords							
RCRA NonGen / NLR FUDS DOD SCRD DRYCLEANERS US FIN ASSUR EPA WATCH LIST 2020 COR ACTION TSCA TRIS SSTS ROD RMP RAATS PRP PADS ICIS FTTS MLTS COAL ASH DOE COAL ASH EPA PCB TRANSFORMER RADINFO HIST FTTS DOT OPS CONSENT INDIAN RESERV FUSRAP UMTRA LEAD SMELTERS US AIRS US MINES ABANDONED MINES FINDS UXO	0.250 1.000 1.000 0.500 0.001 0.250 0.001 0.250 0.001 0.001 0.001 0.250 0.001 0.			0 0 0 0 RR 0 RR 0 R RR RR RR R 0 RR 0 0 0 0 RR 0 0 RR 0 RR 0 RR 0 RR 0 RR 0 RR 0 0 0 RR 0 R	NR O O O RRR RR O RR RR RR RR RR NR O O O O	NR 0 0 N NR NR NR 0 R NR NR NR NR NR NR NR 0 0 0 N NR	NR R R R R R R R R R R R R R R R R R R	
UXO ECHO DOCKET HWC FUELS PROGRAM PFAS NPL PFAS FEDERAL SITES PFAS TSCA	1.000 0.001 0.250 0.250 0.250 0.250 0.250		0 0 0 0 0 0	0 NR NR 0 0 0	0 NR NR NR NR NR	0 NR NR NR NR NR	NR NR NR NR NR NR	0 0 0 0 0 0

	Search Distance	Target						Total
Database	(Miles)	Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Plotted
PFAS RCRA MANIFEST PFAS ATSDR PFAS WQP PFAS NPDES PFAS ECHO PFAS ECHO FIRE TRAINI PFAS PART 139 AIRPORT AQUEOUS FOAM NRC PFAS AQUEOUS FOAM CA BOND EXP. PLAN Cortese CUPA Listings DRYCLEANERS EMI ENF Financial Assurance ICE HIST CORTESE HWP HWT HAZNET MINES MWMP NPDES PEST LIC PROC Notify 65 HAZMAT UIC UIC GEO WASTEWATER PITS WDS WIP MILITARY PRIV SITES PROJECT WDR CIWQS CERS NON-CASE INFO OTHER OIL GAS PROD WATER PONDS SAMPLING POINT	(Miles) 0.250 0.250 0.250 0.250 0.250 0.250 0.250 0.250 0.250 0.250 0.250 0.250 0.250 0.250 0.001 0.001 0.250 0.001 0.250 0.001 0.250 0.001 0.250 0.001 0.250 0.001 0.250 0.001 0.250 0.001 0.250 0.001 0.250 0.001 0.250 0.001 0.250 0.001 0.250 0.001	Target Property	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	00000000000000000000000000000000000000	RRRRRRRRRR O O RRRRR O O RRRRRR O O RRRR O O RRRRRR	NR NR NR NR NR O R RR R RR NR NR O RR RR NR	RRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRR	Plotted 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
WELL STIM PROJ PFAS TRIS MINES MRDS HWTS	0.001 0.250 0.001 TP		0 0 0 NR	NR 0 NR NR	NR NR NR NR	NR NR NR NR	NR NR NR NR	0 0 0 0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	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
EDR Hist Auto EDR Hist Cleaner	0.125 0.125		0 0	NR NR	NR NR	NR NR	NR NR	0 0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Go	vt. Archives							
RGA LF RGA LUST	0.001 0.001		0 0	NR NR	NR NR	NR NR	NR NR	0 0
- Totals		0	0	0	0	0	0	0

## NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Database(s) E

EDR ID Number EPA ID Number

NO SITES FOUND

Count: 0 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)

NO SITES FOUND

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

#### Lists of Federal NPL (Superfund) sites

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: 04/26/2023 Date Data Arrived at EDR: 05/02/2023 Date Made Active in Reports: 05/17/2023 Number of Days to Update: 15 Source: EPA Telephone: N/A Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 07/10/2023 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 3 Telephone 215-814-5418

EPA Region 4 Telephone 404-562-8033

EPA Region 5 Telephone 312-886-6686

EPA Region 10 Telephone 206-553-8665 EPA Region 6 Telephone: 214-655-6659

EPA Region 7 Telephone: 913-551-7247

EPA Region 8 Telephone: 303-312-6774

EPA Region 9 Telephone: 415-947-4246

#### 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: 04/26/2023 Date Data Arrived at EDR: 05/02/2023 Date Made Active in Reports: 05/17/2023 Number of Days to Update: 15 Source: EPA Telephone: N/A Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 07/10/2023 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 Date Data Arrived at EDR: 02/02/1994 Date Made Active in Reports: 03/30/1994 Number of Days to Update: 56 Source: EPA Telephone: 202-564-4267 Last EDR Contact: 08/15/2011 Next Scheduled EDR Contact: 11/28/2011 Data Release Frequency: No Update Planned

## Lists of Federal Delisted NPL sites

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: 04/26/2023 Date Data Arrived at EDR: 05/02/2023 Date Made Active in Reports: 05/17/2023 Number of Days to Update: 15 Source: EPA Telephone: N/A Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 07/10/2023 Data Release Frequency: Quarterly

## Lists of Federal sites subject to CERCLA removals and CERCLA orders

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: 03/26/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2023	Telephone: 703-603-8704
Date Made Active in Reports: 05/30/2023	Last EDR Contact: 03/28/2023
Number of Days to Update: 63	Next Scheduled EDR Contact: 07/10/2023
	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: 04/26/2023 Date Data Arrived at EDR: 05/02/2023 Date Made Active in Reports: 05/17/2023 Number of Days to Update: 15 Source: EPA Telephone: 800-424-9346 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 07/24/2023 Data Release Frequency: Quarterly

## Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

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: 04/26/2023 Date Data Arrived at EDR: 05/02/2023 Date Made Active in Reports: 05/17/2023 Number of Days to Update: 15 Source: EPA Telephone: 800-424-9346 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 07/24/2023 Data Release Frequency: Quarterly

#### Lists of Federal RCRA facilities undergoing Corrective Action

### CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/06/2023	Source: EPA
Date Data Arrived at EDR: 03/09/2023	Telephone: 800-424-9346
Date Made Active in Reports: 03/20/2023	Last EDR Contact: 03/09/2023
Number of Days to Update: 11	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Quarterly

## Lists of Federal RCRA TSD facilities

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: 03/06/2023 Date Data Arrived at EDR: 03/09/2023 Date Made Active in Reports: 03/20/2023 Number of Days to Update: 11 Source: Environmental Protection Agency Telephone: (415) 495-8895 Last EDR Contact: 03/09/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Quarterly

#### Lists of Federal RCRA generators

## 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: 03/06/2023 Date Data Arrived at EDR: 03/09/2023 Date Made Active in Reports: 03/20/2023 Number of Days to Update: 11 Source: Environmental Protection Agency Telephone: (415) 495-8895 Last EDR Contact: 03/09/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Quarterly

#### 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: 03/06/2023 Date Data Arrived at EDR: 03/09/2023 Date Made Active in Reports: 03/20/2023 Number of Days to Update: 11 Source: Environmental Protection Agency Telephone: (415) 495-8895 Last EDR Contact: 03/09/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly 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). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/09/2023 Date Made Active in Reports: 03/20/2023 Number of Days to Update: 11 Source: Environmental Protection Agency Telephone: (415) 495-8895 Last EDR Contact: 03/09/2023 Next Scheduled EDR Contact: 07/03/2023 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: 02/08/2023SouDate Data Arrived at EDR: 02/09/2023TelDate Made Active in Reports: 05/02/2023LasNumber of Days to Update: 82Nex

Source: Department of the Navy Telephone: 843-820-7326 Last EDR Contact: 05/23/2023 Next Scheduled EDR Contact: 08/21/2023 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: 02/20/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/21/2023	Telephone: 703-603-0695
Date Made Active in Reports: 05/02/2023	Last EDR Contact: 05/23/2023
Number of Days to Update: 70	Next Scheduled EDR Contact: 09/04/2023
	Data Release Frequency: Varies

## US INST CONTROLS: Institutional Controls Sites List

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: 02/20/2023 Date Data Arrived at EDR: 02/21/2023 Date Made Active in Reports: 05/02/2023 Number of Days to Update: 70 Source: Environmental Protection Agency Telephone: 703-603-0695 Last EDR Contact: 05/23/2023 Next Scheduled EDR Contact: 09/04/2023 Data Release Frequency: Varies

#### 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: 03/20/2023 Date Data Arrived at EDR: 03/21/2023 Date Made Active in Reports: 05/30/2023 Number of Days to Update: 70 Source: National Response Center, United States Coast Guard Telephone: 202-267-2180 Last EDR Contact: 03/21/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Quarterly

#### Lists of state- and tribal (Superfund) equivalent sites

## **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: 01/23/2023	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 01/24/2023	Telephone: 916-323-3400
Date Made Active in Reports: 04/10/2023	Last EDR Contact: 04/25/2023
Number of Days to Update: 76	Next Scheduled EDR Contact: 08/07/2023
	Data Release Frequency: Quarterly

#### Lists of state- and tribal hazardous waste facilities

### ENVIROSTOR: EnviroStor Database

The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifes 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: 01/23/2023 Date Data Arrived at EDR: 01/24/2023 Date Made Active in Reports: 04/10/2023 Number of Days to Update: 76 Source: Department of Toxic Substances Control Telephone: 916-323-3400 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Quarterly

#### Lists of state and tribal landfills and solid waste disposal facilities

#### 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 i nactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 02/06/2023	5
Date Data Arrived at EDR: 02/07/2023	٦
Date Made Active in Reports: 04/26/2023	L
Number of Days to Update: 78	1

Source: Department of Resources Recycling and Recovery Telephone: 916-341-6320 Last EDR Contact: 05/08/2023 Next Scheduled EDR Contact: 08/21/2023 Data Release Frequency: Quarterly

#### Lists of state and tribal leaking storage tanks

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	Source: California Regional Water Quality Control Board Los Angeles Region (4)
Date Data Arrived at EDR: 09/07/2004	Telephone: 213-576-6710
Date Made Active in Reports: 10/12/2004	Last EDR Contact: 09/06/2011
Number of Days to Update: 35	Next Scheduled EDR Contact: 12/19/2011
	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	Source: California Regional Water Quality Control Board Central Valley Region (5)
Date Data Arrived at EDR: 07/22/2008	Telephone: 916-464-4834
Date Made Active in Reports: 07/31/2008	Last EDR Contact: 07/01/2011
Number of Days to Update: 9	Next Scheduled EDR Contact: 10/17/2011
	Data Release Frequency: No Update Planned

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 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: 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.

Data Release Frequency: No Update Planned		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	Source: California Regional Water Quality Control Board San Francisco Bay Region (2)
Date Data Arrived at EDR: 10/20/2004	Telephone: 510-622-2433
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: 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 Source: California Regional Water Quality Control Board North Coast (1) Date Data Arrived at EDR: 02/28/2001 Telephone: 707-570-3769 Last EDR Contact: 08/01/2011 Date Made Active in Reports: 03/29/2001 Number of Days to Update: 29 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 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: 03/06/2023 Source: State Water Resources Control Board Date Data Arrived at EDR: 03/07/2023 Telephone: see region list Date Made Active in Reports: 03/30/2023 Last EDR Contact: 06/05/2023 Number of Days to Update: 23 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Quarterly 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 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 Next Scheduled EDR Contact: 01/09/2012 Number of Days to Update: 28

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 11/23/2022	Source:
Date Data Arrived at EDR: 12/06/2022	Telephor
Date Made Active in Reports: 03/03/2023	Last EDF
Number of Days to Update: 87	Next Sch
, ,	

Source: EPA Region 6 Telephone: 214-665-6597 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

Data Release Frequency: No Update Planned

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: 10/19/2022 Date Data Arrived at EDR: 12/06/2022 Date Made Active in Reports: 03/03/2023 Number of Days to Update: 87	Source: EPA Region 1 Telephone: 617-918-1313 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies	
INDIAN LUST R7: Leaking Underground Storage T LUSTs on Indian land in Iowa, Kansas, and Ne		
Date of Government Version: 10/14/2022 Date Data Arrived at EDR: 12/06/2022 Date Made Active in Reports: 03/03/2023 Number of Days to Update: 87	Source: EPA Region 7 Telephone: 913-551-7003 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 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: 11/23/2022 Date Data Arrived at EDR: 12/06/2022 Date Made Active in Reports: 03/03/2023 Number of Days to Update: 87	Source: EPA Region 8 Telephone: 303-312-6271 Last EDR Contact: 05/08/2023 Next Scheduled EDR Contact: 07/31/2023 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: 11/23/2022 Date Data Arrived at EDR: 12/06/2022 Date Made Active in Reports: 03/03/2023 Number of Days to Update: 87	Source: Environmental Protection Agency Telephone: 415-972-3372 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies	
INDIAN LUST R10: Leaking Underground Storage LUSTs on Indian land in Alaska, Idaho, Orego		
Date of Government Version: 11/23/2022 Date Data Arrived at EDR: 12/06/2022 Date Made Active in Reports: 04/19/2023 Number of Days to Update: 134	Source: EPA Region 10 Telephone: 206-553-2857 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 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: 10/14/2022 Date Data Arrived at EDR: 12/06/2022 Date Made Active in Reports: 03/03/2023 Number of Days to Update: 87	Source: EPA, Region 5 Telephone: 312-886-7439 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 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: 11/26/2022 Date Data Arrived at EDR: 12/06/2022 Date Made Active in Reports: 03/03/2023 Number of Days to Update: 87	Source: EPA Region 4 Telephone: 404-562-8677 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies	

## CPS-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.

	siles that impact, of have the potential to impa	ci, water quality in California, with emphasis on groundwater.
	Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24	Source: State Water Resources Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Varies
	SLIC REG 1: Active Toxic Site Investigations The SLIC (Spills, Leaks, Investigations and Cle from spills, leaks, and similar discharges.	eanup) program is designed to protect and restore water quality
	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 The SLIC (Spills, Leaks, Investigations and Cle from spills, leaks, and similar discharges.	o Cost Recovery Listing eanup) program is designed to protect and restore water quality
	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: No Update Planned
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: No Update Planned
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: No Update Planned
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: No Update Planned

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: No Update Planned	
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 C from spills, leaks, and similar discharges.	leanup) program is designed to protect and restore water quality	
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: No Update Planned	
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: No Update Planned	
Lists of state and tribal registered storage tanks	s	
FEMA UST: Underground Storage Tank Listing A listing of all FEMA owned underground stor		

Date of Government Version: 03/08/2023 Date Data Arrived at EDR: 03/09/2023 Date Made Active in Reports: 05/30/2023 Number of Days to Update: 82	Source: FEMA Telephone: 202-646-5797 Last EDR Contact: 03/29/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Varies
	Data Release Frequency. Valles

MILITARY UST SITES: Military UST Sites (GEOTRACKER) Military ust sites

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24 Source: State Water Resources Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Varies

UST: Active UST Facilities

Active UST facilities gathered from the local regulatory agencies

Source: SWRCB
Telephone: 916-341-5851
Last EDR Contact: 06/05/2023
Next Scheduled EDR Contact: 09/18/2023
Data Release Frequency: Semi-Annually

UST CLOSURE: Proposed Closure of Underground Storage Tank (UST) Cases

UST cases that are being considered for closure by either the State Water Resources Control Board or the Executive Director have been posted for a 60-day public comment period. UST Case Closures being proposed for consideration by the State Water Resources Control Board. These are primarily UST cases that meet closure criteria under the decisional framework in State Water Board Resolution No. 92-49 and other Board orders. UST Case Closures proposed for consideration by the Executive Director pursuant to State Water Board Resolution No. 2012-0061. These are cases that meet the criteria of the Low-Threat UST Case Closure Policy. UST Case Closure Review Denials and Approved Orders.

Date of Government Version: 02/23/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 05/26/2023 Number of Days to Update: 80 Source: State Water Resources Control Board Telephone: 916-327-7844 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Varies

## AST: Aboveground Petroleum Storage Tank Facilities

A listing of aboveground storage tank petroleum storage tank locations.

Source: California Environmental Protection Agency
Telephone: 916-327-5092
Last EDR Contact: 06/06/2023
Next Scheduled EDR Contact: 09/25/2023
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: 11/23/2022	Source: EPA Region 6
Date Data Arrived at EDR: 12/06/2022	Telephone: 214-665-7591
Date Made Active in Reports: 03/03/2023	Last EDR Contact: 05/09/2023
Number of Days to Update: 87	Next Scheduled EDR Contact: 07/31/2023
	Data Release Frequency: Varies

## 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: 10/14/2022	Source: EPA Region 5
Date Data Arrived at EDR: 12/06/2022	Telephone: 312-886-6136
Date Made Active in Reports: 03/03/2023	Last EDR Contact: 05/09/2023
Number of Days to Update: 87	Next Scheduled EDR Contact: 07/31/2023
	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: 11/23/2022
Date Data Arrived at EDR: 12/06/2022
Date Made Active in Reports: 04/19/2023
Number of Davs to Update: 134

Source: EPA Region 10 Telephone: 206-553-2857 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 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: 11/23/2022	Source: EPA Region 4
Date Data Arrived at EDR: 12/06/2022	Telephone: 404-562-9424
Date Made Active in Reports: 03/03/2023	Last EDR Contact: 05/09/2023
Number of Days to Update: 87	Next Scheduled EDR Contact: 07/31/2023
	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: 10/19/2022 Date Data Arrived at EDR: 12/06/2022 Date Made Active in Reports: 03/03/2023 Number of Days to Update: 87 Source: EPA, Region 1 Telephone: 617-918-1313 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 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: 11/23/2022 Date Data Arrived at EDR: 12/06/2022 Date Made Active in Reports: 03/03/2023 Number of Days to Update: 87 Source: EPA Region 9 Telephone: 415-972-3368 Last EDR Contact: 05/09/2023 Next Scheduled EDR Contact: 07/31/2023 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: 11/23/2022	Source: EPA Region 8
Date Data Arrived at EDR: 12/06/2022	Telephone: 303-312-6137
Date Made Active in Reports: 03/03/2023	Last EDR Contact: 05/09/2023
Number of Days to Update: 87	Next Scheduled EDR Contact: 07/31/2023
	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: 10/14/2022	Source: EPA Region 7
Date Data Arrived at EDR: 12/06/2022	Telephone: 913-551-7003
Date Made Active in Reports: 03/03/2023	Last EDR Contact: 05/09/2023
Number of Days to Update: 87	Next Scheduled EDR Contact: 07/31/2023
	Data Release Frequency: Varies

### Lists of 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: 03/17/2023
Number of Days to Update: 142	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

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: 07/08/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

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: 01/23/2023 Date Data Arrived at EDR: 01/24/2023 Date Made Active in Reports: 04/10/2023 Number of Days to Update: 76 Source: Department of Toxic Substances Control Telephone: 916-323-3400 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Quarterly

#### Lists of state and tribal brownfield sites

BROWNFIELDS: Considered Brownfieds 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: 03/20/2023 Date Data Arrived at EDR: 03/21/2023 Date Made Active in Reports: 06/06/2023 Number of Days to Update: 77 Source: State Water Resources Control Board Telephone: 916-323-7905 Last EDR Contact: 03/21/2023 Next Scheduled EDR Contact: 07/03/2023 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: 04/06/2023 Date Data Arrived at EDR: 04/13/2023 Date Made Active in Reports: 04/19/2023 Number of Days to Update: 6 Source: Environmental Protection Agency Telephone: 202-566-2777 Last EDR Contact: 04/06/2023 Next Scheduled EDR Contact: 06/26/2023 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: 04/19/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: No Update Planned
SWRCY: Recycler Database A listing of recycling facilities in California.	
Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 05/24/2023 Number of Days to Update: 78	Source: Department of Conservation Telephone: 916-323-3836 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Quarterly
HAULERS: Registered Waste Tire Haulers Listing A listing of registered waste tire haulers.	
Date of Government Version: 11/16/2022 Date Data Arrived at EDR: 11/22/2022 Date Made Active in Reports: 02/13/2023 Number of Days to Update: 83	Source: Integrated Waste Management Board Telephone: 916-341-6422 Last EDR Contact: 05/31/2023 Next Scheduled EDR Contact: 08/21/2023 Data Release Frequency: Varies
INDIAN ODI: Report on the Status of Open Dumps Location of open dumps on Indian land.	on Indian Lands
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: 04/19/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Varies
ODI: Open Dump Inventory An open dump is defined as a disposal facility Subtitle D Criteria.	that does not comply with one or more of the Part 257 or Part 258
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 I A listing of illegal dump sites location on the To County and northern Imperial County, Californ	orres Martinez Indian Reservation located in eastern Riverside
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: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 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	Source: Department of Health & Human Serivces, Indian Health Service
Date Data Arrived at EDR: 08/06/2014	Telephone: 301-443-1452
Date Made Active in Reports: 01/29/2015	Last EDR Contact: 04/27/2023
Number of Days to Update: 176	Next Scheduled EDR Contact: 08/07/2023
	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: 01/06/2023 Date Data Arrived at EDR: 02/02/2023 Date Made Active in Reports: 02/10/2023 Number of Days to Update: 8 Source: Drug Enforcement Administration Telephone: 202-307-1000 Last EDR Contact: 05/23/2023 Next Scheduled EDR Contact: 09/04/2023 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: 01/23/2023 Date Data Arrived at EDR: 01/24/2023 Date Made Active in Reports: 04/10/2023 Number of Days to Update: 76 Source: Department of Toxic Substances Control Telephone: 916-323-3400 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 08/07/2023 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: 12/31/2020 Date Data Arrived at EDR: 11/30/2022 Date Made Active in Reports: 02/09/2023 Number of Days to Update: 71 Source: Department of Toxic Substances Control Telephone: 916-255-6504 Last EDR Contact: 06/06/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Varies

#### CERS HAZ WASTE: CERS HAZ WASTE

List of sites in the California Environmental Protection Agency (CalEPA) Regulated Site Portal which fall under the Hazardous Chemical Management, Hazardous Waste Onsite Treatment, Household Hazardous Waste Collection, Hazardous Waste Generator, and RCRA LQ HW Generator programs.

Date of Government Version: 01/05/2023 Date Data Arrived at EDR: 01/06/2023 Date Made Active in Reports: 01/11/2023 Number of Days to Update: 5

Source: CalEPA Telephone: 916-323-2514 Last EDR Contact: 04/18/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Quarterly

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: 01/06/2023 Date Data Arrived at EDR: 02/02/2023 Date Made Active in Reports: 02/10/2023 Number of Days to Update: 8

Source: Drug Enforcement Administration Telephone: 202-307-1000 Last EDR Contact: 05/23/2023 Next Scheduled EDR Contact: 09/04/2023 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.

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

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 Number of Days to Update: 18

Last EDR Contact: 07/26/2001 Next Scheduled EDR Contact: N/A Data Release Frequency: No Update Planned

SAN FRANCISCO AST: Aboveground Storage Tank Site Listing Aboveground storage tank sites

Date of Government Version: 02/03/2023 Date Data Arrived at EDR: 02/07/2023	Source: San Francisco County Department of Public Health Telephone: 415-252-3896
Date Made Active in Reports: 04/25/2023	Last EDR Contact: 04/26/2023
Number of Days to Update: 77	Next Scheduled EDR Contact: 08/14/2023
	Data Release Frequency: Varies

## CERS TANKS: California Environmental Reporting System (CERS) Tanks List of sites in the California Environmental Protection Agency (CalEPA) Regulated Site Portal which fall under the Aboveground Petroleum Storage and Underground Storage Tank regulatory programs.

Date of Government Version: 01/06/2023 Date Data Arrived at EDR: 01/06/2023 Date Made Active in Reports: 01/11/2023 Number of Days to Update: 5 Source: California Environmental Protection Agency Telephone: 916-323-2514 Last EDR Contact: 04/18/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Quarterly

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: 10/31/1994Source: California EnvironDate Data Arrived at EDR: 09/05/1995Telephone: 916-341-5851Date Made Active in Reports: 09/29/1995Last EDR Contact: 12/28/1Number of Days to Update: 24Next Scheduled EDR Cont

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: 02/23/2023	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 02/24/2023	Telephone: 916-323-3400
Date Made Active in Reports: 03/23/2023	Last EDR Contact: 06/06/2023
Number of Days to Update: 27	Next Scheduled EDR Contact: 09/11/2023
	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: 04/26/2023 Date Data Arrived at EDR: 05/02/2023 Date Made Active in Reports: 05/17/2023 Number of Days to Update: 15 Source: Environmental Protection Agency Telephone: 202-564-6023 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 07/10/2023 Data Release Frequency: Semi-Annually

#### 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: 02/27/2023 Date Data Arrived at EDR: 02/28/2023 Date Made Active in Reports: 05/17/2023 Number of Days to Update: 78 Source: DTSC and SWRCB Telephone: 916-323-3400 Last EDR Contact: 05/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Semi-Annually

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

HMIRS: Hazardous Materials Information Reportin	ng System
	. HMIRS contains hazardous material spill incidents reported to DOT.
Date of Government Version: 03/19/2023 Date Data Arrived at EDR: 03/21/2023 Date Made Active in Reports: 05/30/2023 Number of Days to Update: 70	Source: U.S. Department of Transportation Telephone: 202-366-4555 Last EDR Contact: 03/21/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Quarterly
CHMIRS: California Hazardous Material Incident I California Hazardous Material Incident Repo incidents (accidental releases or spills).	Report System rting System. CHMIRS contains information on reported hazardous material
Date of Government Version: 08/02/2022 Date Data Arrived at EDR: 10/17/2022 Date Made Active in Reports: 01/04/2023 Number of Days to Update: 79	Source: Office of Emergency Services Telephone: 916-845-8400 Last EDR Contact: 04/20/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Semi-Annually
	۶) coTracker. GeoTracker is the Water Boards data management system impact, water quality in California, with emphasis on groundwater.
Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/30/2023 Number of Days to Update: 23	Source: State Water Qualilty Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Quarterly
known as DoD non UST]) included in GeoTra	ER) s; Military Privatized sites; and Military Cleanup sites [formerly acker. GeoTracker is the Water Boards data management system for sites water quality in California, with emphasis on groundwater.
Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24	Source: State Water Resources Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Quarterly
	ords available exclusively from FirstSearch databases. Typically, lous substance spills recorded after 1990. Duplicate records that are e records are not included in Spills 90.
Date of Government Version: 06/06/2012 Date Data Arrived at EDR: 01/03/2013 Date Made Active in Reports: 02/22/2013	Source: FirstSearch Telephone: N/A Last EDR Contact: 01/03/2013

### Other Ascertainable Records

Number of Days to Update: 50

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.

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/09/2023 Date Made Active in Reports: 03/20/2023 Number of Days to Update: 11 Source: Environmental Protection Agency Telephone: (415) 495-8895 Last EDR Contact: 03/09/2023 Next Scheduled EDR Contact: 07/03/2023 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: 02/01/2023	;
Date Data Arrived at EDR: 02/14/2023	
Date Made Active in Reports: 05/02/2023	I
Number of Days to Update: 77	

Source: U.S. Army Corps of Engineers Telephone: 202-528-4285 Last EDR Contact: 05/16/2023 Next Scheduled EDR Contact: 08/28/2023 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: 06/07/2021 Date Data Arrived at EDR: 07/13/2021 Date Made Active in Reports: 03/09/2022 Number of Days to Update: 239 Source: USGS Telephone: 888-275-8747 Last EDR Contact: 04/11/2023 Next Scheduled EDR Contact: 07/24/2023 Data Release Frequency: Varies

### 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: 04/02/2018 Date Data Arrived at EDR: 04/11/2018 Date Made Active in Reports: 11/06/2019 Number of Days to Update: 574 Source: U.S. Geological Survey Telephone: 888-275-8747 Last EDR Contact: 04/03/2023 Next Scheduled EDR Contact: 07/17/2023 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.

Date of Government Version: 07/30/2021 Date Data Arrived at EDR: 02/03/2023 Date Made Active in Reports: 02/10/2023 Number of Days to Update: 7 Source: Environmental Protection Agency Telephone: 615-532-8599 Last EDR Contact: 05/11/2023 Next Scheduled EDR Contact: 08/21/2023 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: 03/13/2023 Date Data Arrived at EDR: 03/21/2023 Date Made Active in Reports: 05/30/2023 Number of Days to Update: 70 Source: Environmental Protection Agency Telephone: 202-566-1917 Last EDR Contact: 03/21/2023 Next Scheduled EDR Contact: 07/03/2023 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: 05/01/2023
Number of Days to Update: 88	Next Scheduled EDR Contact: 08/14/2023
	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: 09/30/2017 Date Data Arrived at EDR: 05/08/2018 Date Made Active in Reports: 07/20/2018 Number of Days to Update: 73

Source: Environmental Protection Agency Telephone: 703-308-4044 Last EDR Contact: 05/04/2023 Next Scheduled EDR Contact: 08/14/2023 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: 12/31/2020 Date Data Arrived at EDR: 06/14/2022 Date Made Active in Reports: 03/24/2023 Number of Days to Update: 283

Source: EPA Telephone: 202-260-5521 Last EDR Contact: 03/13/2023 Next Scheduled EDR Contact: 06/26/2023 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.

Date of Government Version: 12/31/2021	Source: EPA
Date Data Arrived at EDR: 02/16/2023	Telephone: 202-566-0250
Date Made Active in Reports: 05/02/2023	Last EDR Contact: 05/19/2023
Number of Days to Update: 75	Next Scheduled EDR Contact: 08/28/2023
	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: 01/17/2023	Source: EPA
Date Data Arrived at EDR: 01/18/2023	Telephone: 202-564-4203
Date Made Active in Reports: 04/19/2023	Last EDR Contact: 04/18/2023
Number of Days to Update: 91	Next Scheduled EDR Contact: 07/31/2023
	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.

Source: EPA Telephone: 703-416-0223 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 09/11/2023 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: 04/27/2022 Date Data Arrived at EDR: 05/04/2022 Date Made Active in Reports: 05/10/2022 Number of Days to Update: 6 Source: Environmental Protection Agency Telephone: 202-564-8600 Last EDR Contact: 04/13/2023 Next Scheduled EDR Contact: 07/31/2023 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

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 04/26/2023	Source: EPA
Date Data Arrived at EDR: 05/02/2023	Telephone: 202-564-6023
Date Made Active in Reports: 05/17/2023	Last EDR Contact: 06/02/2023
Number of Days to Update: 15	Next Scheduled EDR Contact: 08/14/2023
	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: 11/03/2022	Source: EPA
Date Data Arrived at EDR: 01/04/2023	Telephone: 202-566-0500
Date Made Active in Reports: 04/03/2023	Last EDR Contact: 04/04/2023
Number of Days to Update: 89	Next Scheduled EDR Contact: 07/17/2023
	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: 03/29/2023
Number of Days to Update: 79	Next Scheduled EDR Contact: 07/17/2023
	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: No Update Planned

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: No Update Planned

## 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: 03/15/2023 Date Data Arrived at EDR: 03/21/2023 Date Made Active in Reports: 05/30/2023 Number of Days to Update: 70 Source: Nuclear Regulatory Commission Telephone: 301-415-7169 Last EDR Contact: 04/13/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Quarterly

## COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020	Source: Department of Energy
Date Data Arrived at EDR: 11/30/2021	Telephone: 202-586-8719
Date Made Active in Reports: 02/22/2022	Last EDR Contact: 05/25/2023
Number of Days to Update: 84	Next Scheduled EDR Contact: 09/11/2023
	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: 01/12/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/05/2019	Telephone: N/A
Date Made Active in Reports: 11/11/2019	Last EDR Contact: 05/25/2023
Number of Days to Update: 251	Next Scheduled EDR Contact: 09/11/2023
	Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database	
The database of PCB transformer registrations that includes all PCB registration submitte	als.

Date of Government Version: 09/13/2019
Date Data Arrived at EDR: 11/06/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 96

Source: Environmental Protection Agency Telephone: 202-566-0517 Last EDR Contact: 05/04/2023 Next Scheduled EDR Contact: 08/14/2023 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: 07/01/2019 Date Data Arrived at EDR: 07/01/2019 Date Made Active in Reports: 09/23/2019 Number of Days to Update: 84 Source: Environmental Protection Agency Telephone: 202-343-9775 Last EDR Contact: 03/23/2023 Next Scheduled EDR Contact: 07/10/2023 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 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: 12/17/2007 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.

Date of Government Version: 10/19/2006SourDate Data Arrived at EDR: 03/01/2007TelepDate Made Active in Reports: 04/10/2007LastNumber of Days to Update: 40Next

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 Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020SourceDate Data Arrived at EDR: 01/28/2020TelepDate Made Active in Reports: 04/17/2020Last RNumber of Days to Update: 80Next

Source: Department of Transporation, Office of Pipeline Safety Telephone: 202-366-4595 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Quarterly

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: 12/31/2022 Date Data Arrived at EDR: 01/12/2023 Date Made Active in Reports: 04/07/2023 Number of Days to Update: 85 Source: Department of Justice, Consent Decree Library Telephone: Varies Last EDR Contact: 04/03/2023 Next Scheduled EDR Contact: 07/17/2023 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: 12/31/2021 Date Data Arrived at EDR: 03/09/2023 Date Made Active in Reports: 03/20/2023 Number of Days to Update: 11 Source: EPA/NTIS Telephone: 800-424-9346 Last EDR Contact: 03/09/2023 Next Scheduled EDR Contact: 07/03/2023 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: 04/06/2023 Next Scheduled EDR Contact: 07/17/2023 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: 07/26/2021 Date Data Arrived at EDR: 07/27/2021 Date Made Active in Reports: 10/22/2021 Number of Days to Update: 87 Source: Department of Energy Telephone: 202-586-3559 Last EDR Contact: 04/26/2023 Next Scheduled EDR Contact: 08/14/2023 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.

Date of Government Version: 08/30/2019	Source: Department of Energy
Date Data Arrived at EDR: 11/15/2019	Telephone: 505-845-0011
Date Made Active in Reports: 01/28/2020	Last EDR Contact: 05/24/2023
Number of Days to Update: 74	Next Scheduled EDR Contact: 08/28/2023
	Data Release Frequency: Varies

#### LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 04/26/2023
Date Data Arrived at EDR: 05/02/2023
Date Made Active in Reports: 05/17/2023
Number of Days to Update: 15

Source: Environmental Protection Agency Telephone: 703-603-8787 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 07/10/2023 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 1931and 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	Source: EPA
Date Data Arrived at EDR: 10/26/2016	Telephone: 202-564-2496
Date Made Active in Reports: 02/03/2017	Last EDR Contact: 09/26/2017
Number of Days to Update: 100	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

MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 02/27/2023	Source: DOL, Mine Safety & Health Admi
Date Data Arrived at EDR: 03/01/2023	Telephone: 202-693-9424
Date Made Active in Reports: 03/24/2023	Last EDR Contact: 05/24/2023
Number of Days to Update: 23	Next Scheduled EDR Contact: 09/11/2023
	Data Release Frequency: Quarterly

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: 02/02/2023	Source: Department of Labor, Mine Safety and Health Administration
Date Data Arrived at EDR: 02/22/2023	Telephone: 303-231-5959
Date Made Active in Reports: 05/17/2023	Last EDR Contact: 05/24/2023
Number of Days to Update: 84	Next Scheduled EDR Contact: 09/04/2023
	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.

Date of Government Version: 01/07/2022 Date Data Arrived at EDR: 02/24/2023	Source: USGS Telephone: 703-648-7709
Date Made Active in Reports: 05/17/2023	Last EDR Contact: 05/25/2023
Number of Days to Update: 82	Next Scheduled EDR Contact: 09/04/2023 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: 05/25/2023 Next Scheduled EDR Contact: 09/04/2023 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: 03/17/2023 Date Data Arrived at EDR: 03/17/2023 Date Made Active in Reports: 05/30/2023 Number of Days to Update: 74 Source: Department of Interior Telephone: 202-208-2609 Last EDR Contact: 05/31/2023 Next Scheduled EDR Contact: 09/18/2023 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: 02/02/2023 Date Data Arrived at EDR: 02/28/2023 Date Made Active in Reports: 03/24/2023 Number of Days to Update: 24 Source: EPA Telephone: (415) 947-8000 Last EDR Contact: 05/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Quarterly

## DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/21/2021	Telephone: 202-564-0527
Date Made Active in Reports: 08/11/2021	Last EDR Contact: 05/17/2023
Number of Days to Update: 82	Next Scheduled EDR Contact: 09/04/2023
	Data Release Frequency: Varies

#### UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 11/09/2021 Date Data Arrived at EDR: 10/20/2022 Date Made Active in Reports: 01/10/2023 Number of Days to Update: 82 Source: Department of Defense Telephone: 703-704-1564 Last EDR Contact: 04/27/2023 Next Scheduled EDR Contact: 07/24/2023 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: 01/01/2023 Date Data Arrived at EDR: 01/04/2023 Date Made Active in Reports: 04/03/2023 Number of Days to Update: 89

Source: Environmental Protection Agency Telephone: 202-564-2280 Last EDR Contact: 03/31/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Quarterly

## 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: 02/13/2023 Date Data Arrived at EDR: 02/14/2023 Date Made Active in Reports: 04/19/2023 Number of Days to Update: 64

Source: EPA Telephone: 800-385-6164 Last EDR Contact: 05/17/2023 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Quarterly

## PFAS NPL: Superfund Sites with PFAS Detections Information

EPA's Office of Land and Emergency Management and EPA Regional Offices maintain data describing what is known about site investigations, contamination, and remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) where PFAS is present in the environment.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 07/08/2022 Date Made Active in Reports: 11/08/2022 Number of Days to Update: 123

Source: Environmental Protection Agency Telephone: 703-603-8895 Last EDR Contact: 04/04/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Varies

## PFAS FEDERAL SITES: Federal Sites PFAS Information

Several federal entities, such as the federal Superfund program, Department of Defense, National Aeronautics and Space Administration, Department of Transportation, and Department of Energy provided information for sites with known or suspected detections at federal facilities.

Date of Government Version: 03/30/2023 Date Data Arrived at EDR: 03/30/2023 Date Made Active in Reports: 04/07/2023 Number of Days to Update: 8

Source: Environmental Protection Agency Telephone: 202-272-0167 Last EDR Contact: 03/30/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Varies

## PFAS TSCA: PFAS Manufacture and Imports Information

EPA issued the Chemical Data Reporting (CDR) Rule under the Toxic Substances Control Act (TSCA) and requires chemical manufacturers and facilities that manufacture or import chemical substances to report data to EPA. EPA publishes non-confidential business information (non-CBI) and includes descriptive information about each site, corporate parent, production volume, other manufacturing information, and processing and use information.

Date of Government Version: 01/03/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/31/2022	Telephone: 202-272-0167
Date Made Active in Reports: 11/08/2022	Last EDR Contact: 03/30/2023
Number of Days to Update: 222	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Varies

## PFAS RCRA MANIFEST: PFAS Transfers Identified In the RCRA Database Listing

To work around the lack of PFAS waste codes in the RCRA database, EPA developed the PFAS Transfers dataset by mining e-Manifest records containing at least one of these common PFAS keywords: PFAS, PFOA, PFOS, PERFL, AFFF, GENX, GEN-X (plus the VT waste codes). These keywords were searched for in the following text fields: Manifest handling instructions (MANIFEST\_HANDLING\_INSTR), Non-hazardous waste description (NON\_HAZ\_WASTE\_DESCRIPTION), DOT printed information (DOT\_PRINTED\_INFORMATION), Waste line handling instructions (WASTE\_LINE\_HANDLING\_INSTR), Waste residue comments (WASTE\_RESIDUE\_COMMENTS).

Date of Government Version: 03/30/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/30/2023	Telephone: 202-272-0167
Date Made Active in Reports: 05/02/2023	Last EDR Contact: 03/30/2023
Number of Days to Update: 33	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Varies

#### PFAS ATSDR: PFAS Contamination Site Location Listing

PFAS contamination site locations from the Department of Health & Human Services, Center for Disease Control & Prevention. ATSDR is involved at a number of PFAS-related sites, either directly or through assisting state and federal partners. As of now, most sites are related to drinking water contamination connected with PFAS production facilities or fire training areas where aqueous film-forming firefighting foam (AFFF) was regularly used.

Date of Government Version: 06/24/2020 Date Data Arrived at EDR: 03/17/2021 Date Made Active in Reports: 11/08/2022 Number of Days to Update: 601 Source: Department of Health & Human Services Telephone: 202-741-5770 Last EDR Contact: 04/20/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Varies

## PFAS WQP: Ambient Environmental Sampling for PFAS

The Water Quality Portal (WQP) is a part of a modernized repository storing ambient sampling data for all environmental media and tissue samples. A wide range of federal, state, tribal and local governments, academic and non-governmental organizations and individuals submit project details and sampling results to this public repository. The information is commonly used for research and assessments of environmental quality.

Date of Government Version: 03/30/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/30/2023	Telephone: 202-272-0167
Date Made Active in Reports: 05/02/2023	Last EDR Contact: 03/30/2023
Number of Days to Update: 33	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Varies

### PFAS NPDES: Clean Water Act Discharge Monitoring Information

Any discharger of pollutants to waters of the United States from a point source must have a National Pollutant Discharge Elimination System (NPDES) permit. The process for obtaining limits involves the regulated entity (permittee) disclosing releases in a NPDES permit application and the permitting authority (typically the state but sometimes EPA) deciding whether to require monitoring or monitoring with limits.

Date of Government Version: 03/30/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/30/2023	Telephone: 202-272-0167
Date Made Active in Reports: 04/07/2023	Last EDR Contact: 03/30/2023
Number of Days to Update: 8	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Varies

#### PFAS ECHO: Facilities in Industries that May Be Handling PFAS Listing

Regulators and the public have expressed interest in knowing which regulated entities may be using PFAS. EPA has developed a dataset from various sources that show which industries may be handling PFAS. Approximately 120,000 facilities subject to federal environmental programs have operated or currently operate in industry sectors with processes that may involve handling and/or release of PFAS.

Date of Government Version: 03/30/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/30/2023	Telephone: 202-272-0167
Date Made Active in Reports: 04/03/2023	Last EDR Contact: 03/30/2023
Number of Days to Update: 4	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Varies

#### PFAS ECHO FIRE TRAINING: Facilities in Industries that May Be Handling PFAS Listing

A list of fire training sites was added to the Industry Sectors dataset using a keyword search on the permitted facilitys name to identify sites where fire-fighting foam may have been used in training exercises. Additionally, you may view an example spreadsheet of the subset of fire training facility data, as well as the keywords used in selecting or deselecting a facility for the subset. as well as the keywords used in selecting or deselecting a facility for the subset to maximize accuracy in selecting facilities that may use fire-fighting foam in training exercises, however, due to the lack of a required reporting field in the data systems for designating fire training sites, this methodology may not identify all fire training sites or may potentially misidentify them.

Date of Government Version: 03/30/2023 Date Data Arrived at EDR: 03/30/2023 Date Made Active in Reports: 04/03/2023 Number of Days to Update: 4 Source: Environmental Protection Agency Telephone: 202-272-0167 Last EDR Contact: 03/30/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Varies

#### PFAS PART 139 AIRPORT: All Certified Part 139 Airports PFAS Information Listing

Since July 1, 2006, all certified part 139 airports are required to have fire-fighting foam onsite that meet military specifications (MIL-F-24385) (14 CFR 139.317). To date, these military specification fire-fighting foams are fluorinated and have been historically used for training and extinguishing. The 2018 FAA Reauthorization Act has a provision stating that no later than October 2021, FAA shall not require the use of fluorinated AFFF. This provision does not prohibit the use of fluorinated AFFF at Part 139 civilian airports; it only prohibits FAA from mandating its use. The Federal Aviation Administration?s document AC 150/5210-6D - Aircraft Fire Extinguishing Agents provides guidance on Aircraft Fire Extinguishing Agents, which includes Aqueous Film Forming Foam (AFFF).

Date of Government Version: 03/30/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/30/2023	Telephone: 202-272-0167
Date Made Active in Reports: 04/03/2023	Last EDR Contact: 03/30/2023
Number of Days to Update: 4	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Varies

### AQUEOUS FOAM NRC: Aqueous Foam Related Incidents Listing

The National Response Center (NRC) serves as an emergency call center that fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. The spreadsheets posted to the NRC website contain initial incident data that has not been validated or investigated by a federal/state response agency. Response center calls from 1990 to the most recent complete calendar year where there was indication of Aqueous Film Forming Foam (AFFF) usage are included in this dataset. NRC calls may reference AFFF usage in the ?Material Involved? or ?Incident Description? fields.

Date of Government Version: 04/27/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 04/27/2023	Telephone: 202-272-0167
Date Made Active in Reports: 05/02/2023	Last EDR Contact: 04/27/2023
Number of Days to Update: 5	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Varies

## PFAS: PFAS Contamination Site Location Listing

A listing of PFAS contaminated sites included in the GeoTracker database.

Date of Government Version: 03/06/2023	Source: State Water Resources Control Board
Date Data Arrived at EDR: 03/07/2023	Telephone: 866-480-1028
Date Made Active in Reports: 05/05/2023	Last EDR Contact: 06/02/2023
Number of Days to Update: 59	Next Scheduled EDR Contact: 09/18/2023
	Data Release Frequency: Varies

#### AQUEOUS FOAM: Former Fire Training Facility Assessments Listing

Airports shown on this list are those believed to use Aqueous Film Forming Foam (AFFF), and certified by the Federal Aviation Administration (FAA) under Title 14, Code of Federal Regulations (CFR), Part 139 (14 CFR Part 139). This list was created by SWRCB using information available from the FAA. Location points shown are from the latitude and longitude listed on the FAA airport master record.

Date of Government Version: 03/06/2023	Source: State Water Resources Control Board
Date Data Arrived at EDR: 03/07/2023	Telephone: 916-341-5455
Date Made Active in Reports: 05/23/2023	Last EDR Contact: 06/02/2023
Number of Days to Update: 77	Next Scheduled EDR Contact: 09/18/2023
	Data Release Frequency: Varies

#### 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: 03/20/2023 Date Data Arrived at EDR: 03/21/2023 Date Made Active in Reports: 06/06/2023 Number of Days to Update: 77	Source: CAL EPA/Office of Emergency Information Telephone: 916-323-3400 Last EDR Contact: 03/21/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Quarterly
CUPA LIVERMORE-PLEASANTON: CUPA Facility Listing list of facilities associated with the various CUPA programs in Livermore-Pleasanton	
Date of Government Version: 12/07/2021 Date Data Arrived at EDR: 05/09/2022 Date Made Active in Reports: 05/17/2022 Number of Days to Update: 8	Source: Livermore-Pleasanton Fire Department Telephone: 925-454-2361 Last EDR Contact: 05/08/2023 Next Scheduled EDR Contact: 08/21/2023 Data Release Frequency: Varies
DRYCLEAN NO SONOMA CO DIST: Norther Sonoma County County Air Pollution Control District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Northern Sonoma County Air Pollution Control District.,	
Date of Government Version: 04/17/2019 Date Data Arrived at EDR: 04/17/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1475	Source: Santa Barbara County Air Pollution Control District Telephone: 707-433-5911 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN PLACER CO DIST: Placer County Air Quality Management District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Placer County Air Quality Management District.	
Date of Government Version: 01/16/2018 Date Data Arrived at EDR: 04/19/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1473	Source: Placer County Air Quality Management District Telephone: 530-745-2335 Last EDR Contact: 05/11/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN BAY AREA DIST: Bay Area Air Quality Bay Area Air Quality Management District Dry	
Date of Government Version: 02/20/2019 Date Data Arrived at EDR: 05/30/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1432	Source: Bay Area Air Quality Management District Telephone: 415-516-1916 Last EDR Contact: 04/24/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN BUTTE CO DIST: Butte County Air Qu Butte County Air Quality Management District	uality Management DistrictDrycleaner Facility Listing Drycleaner Facility Listing.
Date of Government Version: 12/31/2018 Date Data Arrived at EDR: 04/23/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1469	Source: Butte County Air Quality Management District Telephone: 530-332-9400 Last EDR Contact: 04/24/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
	ounty Environmental Management Agency Drycleaner Facility Listing Calaveras County Environmental Management Agency.
Date of Government Version: 06/17/2019 Date Data Arrived at EDR: 06/19/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1412	Source: Calaveras County Environmental Management Agency Telephone: 209-754-6399 Last EDR Contact: 04/24/2023 Next Scheduled EDR Contact: 09/16/2019 Data Release Frequency: Varies

DRYCLEAN EAST KERN DIST: Eastern Kern Air A listing of drycleaner facility locations, for the	Pollution Control District District Drycleaner Facility Listing e Eastern Kern Air Pollution Control District.
Date of Government Version: 04/17/2019 Date Data Arrived at EDR: 04/17/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1475	Source: Eastern Kern Air Pollution Control District Telephone: 661-862-9684 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN GLENN CO DIST: Glenn County Air Pollution Control District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Glenn County Air Pollution Control District.	
Date of Government Version: 04/17/2019 Date Data Arrived at EDR: 04/17/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1475	Source: Glenn County Air Pollution Control District Telephone: 530-934-6500 Last EDR Contact: 05/03/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
to the dry cleaning industry to switch from sys	Ion-Toxic Dry Cleaning Incentive Program to provide financial assistance stems using perchloroethylene (Perc), an identified toxic air , to non-toxic and non-smog forming alternatives.
Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 02/04/2021 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 816	Source: California Air Resources Board Telephone: 916-323-0006 Last EDR Contact: 05/11/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Varies
	Air Pollution Control District Drycleaner Facility Listing Imperial County Air Pollution Control District
Date of Government Version: 05/14/2019 Date Data Arrived at EDR: 05/17/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1445	Source: Imperial County Air Pollution Control District Telephone: 442-265-1800 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
	ality Management District Drycleaner Facility Listing e Lake County Air Quality Management District,
Date of Government Version: 04/29/2019 Date Data Arrived at EDR: 05/07/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1455	Source: Lake County Air Quality Management District Telephone: 707-263-7000 Last EDR Contact: 05/11/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
	y Air Quality Management District Drycleaner Facility Listing Mendocino County Air Quality Management District.
Date of Government Version: 02/08/2019 Date Data Arrived at EDR: 05/21/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1441	Source: Mendocino County Air Quality Management District Telephone: 707-463-4354 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
	sert Air Quality Management District Drycleaner Facility Listing e Mojave Desert Air Quality Management District.
Date of Government Version: 04/17/2019 Date Data Arrived at EDR: 04/17/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1475	Source: Mojave Desert Air Quality Management District Telephone: 760-245-1661 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies

DRYCLEAN MONTEREY BAY DIST: Monterey Bay Air Quality Management District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Monterey Bay Air Quality Management District.		
Date Data	Arrived at EDR: 04/17/2019	Source: Monterey Bay Air Quality Management District Telephone: 831-647-9411
	e Active in Reports: 05/01/2023 f Days to Update: 1475	Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN NO COAST UNIFIED DIST: North Coast Unified Air Quality Management District Drycleaner Facility Listing A listing of drycleaner facility locations, for the North Coast Unified Air Quality Management District.		
Date Data	overnment Version: 11/30/2016 Arrived at EDR: 04/19/2019	Source: North Coast Unified Air Quality Management District Telephone: 707-443-3093
	e Active in Reports: 05/01/2023 Days to Update: 1473	Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN NO SIERRA DIST: Northern Sierra Air Quality Management District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Northern Sierra Air Quality Management District,		
Date Data	overnment Version: 05/07/2019 Arrived at EDR: 05/07/2019 e Active in Reports: 05/01/2023	Source: Northern Sierra Air Quality Management District Telephone: 530-274-9350 Last EDR Contact: 04/25/2023
	Days to Update: 1455	Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN SAN DIEGO CO DIST: San Diego County Air Pollution Control District Drycleaner Facility Listing A listing of drycleaner facility locations, for the San Diego County Air Pollution Control District.		
Date Data	overnment Version: 02/01/2019 Arrived at EDR: 05/01/2019 e Active in Reports: 05/01/2023	Source: San Diego County Air Pollution Control District Telephone: 858-586-2616 Last EDR Contact: 04/25/2023
Number of	Days to Update: 1461	Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN SACRAMENTO METO DIST: Sacramento Metropolitan Air Quality Management DistrictDrycleaner Facility Listing A listing of drycleaner facility locations, for the Sacramento Metropolitan Air Quality Management District.		
Date Data	Arrived at EDR: 04/25/2019	Source: Sacramento Metropolitan Air Quality Management District Telephone: 916-874-3958 Last EDR Contact: 04/25/2023
	e Active in Reports: 05/01/2023 Days to Update: 1467	Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN SANTA BARB CO DIST: Santa Barbara County Air Pollution Control District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Santa Barbara County Air Pollution Control District.		
Date Data	Arrived at EDR: 04/17/2019	Source: Santa Barbara County Air Pollution Control District Telephone: 805-961-8867
	e Active in Reports: 05/01/2023 Days to Update: 1475	Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN SAN JOAQ VAL DIST: San Joaquin Valley Air Pollution Control District District Drycleaner Facility Listing A listing of drycleaner facility locations, for the San Joaquin Valley Air Pollution Control District.		
Date Data	Arrived at EDR: 05/01/2019	Source: San Joaquin Valley Air Pollution Control District Telephone: 559-230-6001
	e Active in Reports: 05/01/2023 Days to Update: 1459	Last EDR Contact: 05/11/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies

DRYCLEAN SAN LUIS OB CO DIST: San Luis Ob	pispo County Air Pollution Control District Drycleaner Facility Listing
A listing of drycleaner facility locations, for the San Luis Obispo County Air Pollution Control District.	
Date of Government Version: 04/23/2019 Date Data Arrived at EDR: 04/25/2019	Source: San Luis Obispo County Air Pollution Control District Telephone: 805-781-5756
Date Made Active in Reports: 05/01/2023	Last EDR Contact: 04/25/2023
Number of Days to Update: 1467	Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRYCLEAN SHASTA CO DIST: Shasta County Air Quality Management District District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Shasta County Air Quality Management District.	
Date of Government Version: 04/17/2019	Source: Shasta County Air Quality Management District
Date Data Arrived at EDR: 04/19/2019 Date Made Active in Reports: 05/01/2023	Telephone: 530-225-5674 Last EDR Contact: 04/25/2023
Number of Days to Update: 1473	Next Scheduled EDR Contact: 09/11/2023
	Data Release Frequency: Varies
DRYCLEAN TEHAMA CO DIST: Tehama County Air Pollution Control District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Tehama County Air Pollution Control District.	
Date of Government Version: 04/24/2019	Source: Tehama County Air Pollution Control District
Date Data Arrived at EDR: 04/24/2019	Telephone: 530-527-3717
Date Made Active in Reports: 05/01/2023	Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023
Number of Days to Update: 1468	Data Release Frequency: Varies
DRYCLEAN YOLO-SOLANO DIST: Yolo-Solano Air Quality Management District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Yolo-Solano Air Quality Management District.	
Date of Government Version: 05/31/2019 Date Data Arrived at EDR: 06/06/2019	Source: Yolo-Solano Air Quality Management District Telephone: 530-757-3650
Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1425	Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023
Number of Days to Opdate. 1425	Data Release Frequency: Varies
DRYCLEAN FEATHER RIVER DIST: Feather River Air Quality Management District Drycleaner Facility Listing A listing of drycleaner facility locations, for the Feather River Air Quality Management District.	
Date of Government Version: 03/08/2023	Source: Feather River Air Quality Management District
Date Data Arrived at EDR: 03/09/2023	Telephone: 530-634-7659
Date Made Active in Reports: 06/05/2023 Number of Days to Update: 88	Last EDR Contact: 03/06/2023 Next Scheduled EDR Contact: 09/16/2019
	Data Release Frequency: Varies
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: 08/27/2021	Source: Department of Toxic Substance Control
Date Data Arrived at EDR: 09/01/2021	Telephone: 916-327-4498
Date Made Active in Reports: 11/19/2021 Number of Days to Update: 79	Last EDR Contact: 06/06/2023 Next Scheduled EDR Contact: 09/11/2023
Humber of Days to Opdate. 75	Data Release Frequency: Annually
DRYCLEAN VENTURA CO DIST: Drycleaner Facility Listing A listing of drycleaner facility locations, for the Ventura County Air Pollution Control District.	

	Date of Government Version: 04/16/2019 Date Data Arrived at EDR: 04/17/2019 Date Made Active in Reports: 05/01/2023 Number of Days to Update: 1475	Source: Ventura County Air Pollution Control District Telephone: 805-645-1421 Last EDR Contact: 04/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
DRY	CLEAN SOUTH COAST: South Coast Air Qual A listing of dry cleaners in the South Coast Air	
	Date of Government Version: 02/17/2023 Date Data Arrived at EDR: 02/17/2023 Date Made Active in Reports: 05/09/2023 Number of Days to Update: 81	Source: South Coast Air Quality Management District Telephone: 909-396-3211 Last EDR Contact: 05/17/2023 Next Scheduled EDR Contact: 09/04/2023 Data Release Frequency: Varies
DRY	CLEAN AVAQMD: Antelope Valley Air Quality A listing of dry cleaners in the Antelope Valley	а ў а
	Date of Government Version: 02/23/2023 Date Data Arrived at EDR: 02/24/2023 Date Made Active in Reports: 05/15/2023 Number of Days to Update: 80	Source: Antelope Valley Air Quality Management District Telephone: 661-723-8070 Last EDR Contact: 05/23/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
EMI:	Emissions Inventory Data Toxics and criteria pollutant emissions data col	llected by the ARB and local air pollution agencies.
	Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 06/13/2022 Date Made Active in Reports: 08/30/2022 Number of Days to Update: 78	Source: California Air Resources Board Telephone: 916-322-2990 Last EDR Contact: 03/16/2023 Next Scheduled EDR Contact: 06/26/2023 Data Release Frequency: Varies
ENF	Enforcement Action Listing A listing of Water Board Enforcement Actions. Violation, Expedited Payment Letter, and Staff	Formal is everything except Oral/Verbal Communication, Notice of Enforcement Letter.
	Date of Government Version: 01/10/2023 Date Data Arrived at EDR: 01/18/2023 Date Made Active in Reports: 04/04/2023 Number of Days to Update: 76	Source: State Water Resoruces Control Board Telephone: 916-445-9379 Last EDR Contact: 04/18/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies
Financial Assurance 1: Financial Assurance Information Listing Financial Assurance information		
	Date of Government Version: 01/11/2023 Date Data Arrived at EDR: 01/17/2023 Date Made Active in Reports: 04/04/2023 Number of Days to Update: 77	Source: Department of Toxic Substances Control Telephone: 916-255-3628 Last EDR Contact: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 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: 02/06/2023 Date Data Arrived at EDR: 02/15/2023 Date Made Active in Reports: 05/09/2023	Source: California Integrated Waste Management Board Telephone: 916-341-6066 Last EDR Contact: 05/17/2023

Next Scheduled EDR Contact: 08/21/2023

Data Release Frequency: Varies

Number of Days to Update: 83

ICE: ICE Contains data pertaining to the Permitted Fac	: ICE Contains data pertaining to the Permitted Facilities with Inspections / Enforcements sites tracked in Envirostor.	
Date of Government Version: 02/13/2023 Date Data Arrived at EDR: 02/14/2023 Date Made Active in Reports: 05/08/2023 Number of Days to Update: 83	Source: Department of Toxic Subsances Control Telephone: 877-786-9427 Last EDR Contact: 05/16/2023 Next Scheduled EDR Contact: 08/28/2023 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 Bo [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 Date Data Arrived at EDR: 01/22/2009 Date Made Active in Reports: 04/08/2009 Number of Days to Update: 76	Source: Department of Toxic Substances Control Telephone: 916-323-3400 Last EDR Contact: 01/22/2009 Next Scheduled EDR Contact: N/A Data Release Frequency: No Update Planned	
HWP: EnviroStor Permitted Facilities Listing Detailed information on permitted hazardous v	waste facilities and corrective action ("cleanups") tracked in EnviroStor.	
Date of Government Version: 02/13/2023 Date Data Arrived at EDR: 02/14/2023 Date Made Active in Reports: 05/08/2023 Number of Days to Update: 83	Source: Department of Toxic Substances Control Telephone: 916-323-3400 Last EDR Contact: 05/16/2023 Next Scheduled EDR Contact: 08/28/2023 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: 01/03/2023 Date Data Arrived at EDR: 01/04/2023 Date Made Active in Reports: 03/21/2023 Number of Days to Update: 76	Source: Department of Toxic Substances Control Telephone: 916-440-7145 Last EDR Contact: 04/04/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Quarterly	
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: 12/31/2021 Date Data Arrived at EDR: 07/05/2022 Date Made Active in Reports: 09/19/2022 Number of Days to Update: 76	Source: California Environmental Protection Agency Telephone: 916-255-1136 Last EDR Contact: 04/06/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Annually	
MINES: Mines Site Location Listing A listing of mine site locations from the Office	of Mine Reclamation.	
Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 05/23/2023 Number of Days to Update: 77	Source: Department of Conservation Telephone: 916-322-1080 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 09/18/2023 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: 01/09/2023 Date Data Arrived at EDR: 02/28/2023 Date Made Active in Reports: 05/17/2023 Number of Days to Update: 78	Source: Department of Public Health Telephone: 916-558-1784 Last EDR Contact: 05/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies
NPD	ES: NPDES Permits Listing A listing of NPDES permits, including stormwat	er.
	Date of Government Version: 02/06/2023 Date Data Arrived at EDR: 02/07/2023 Date Made Active in Reports: 04/28/2023 Number of Days to Update: 80	Source: State Water Resources Control Board Telephone: 916-445-9379 Last EDR Contact: 05/08/2023 Next Scheduled EDR Contact: 08/21/2023 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: 02/27/2023 Date Data Arrived at EDR: 02/28/2023 Date Made Active in Reports: 05/22/2023 Number of Days to Update: 83	Source: Department of Pesticide Regulation Telephone: 916-445-4038 Last EDR Contact: 05/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Quarterly
PRC	C: Certified Processors Database A listing of certified processors.	
	Date of Government Version: 03/06/2023	Source: Department of Conservation

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24

Source: Department of Conservation Telephone: 916-323-3836 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 09/18/2023 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: 03/09/2023 Date Data Arrived at EDR: 03/10/2023 Date Made Active in Reports: 05/24/2023 Number of Days to Update: 75 Source: State Water Resources Control Board Telephone: 916-445-3846 Last EDR Contact: 06/06/2023 Next Scheduled EDR Contact: 09/25/2023 Data Release Frequency: No Update Planned

### SAN JOSE HAZMAT: Hazardous Material Facilities

Hazardous material facilities, including underground storage tank sites.

Date of Government Version: 11/03/2020	Source: City of San Jose Fire Department
Date Data Arrived at EDR: 11/05/2020	Telephone: 408-535-7694
Date Made Active in Reports: 01/26/2021	Last EDR Contact: 04/26/2023
Number of Days to Update: 82	Next Scheduled EDR Contact: 08/14/2023
	Data Release Frequency: Annually

### UIC: UIC Listing

A listing of wells identified as underground injection wells, in the California Oil and Gas Wells database.

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24 Source: Deaprtment of Conservation Telephone: 916-445-2408 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Varies

UIC GEO: Underground Injection Control Sites (GEOTRACKER) Underground control injection sites

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24 Source: State Water Resource Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 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 boards review found that more than one-third of the region's active disposal pits are operating without permission.

Date of Government Version: 02/11/2021 Date Data Arrived at EDR: 07/01/2021 Date Made Active in Reports: 09/29/2021 Number of Days to Update: 90 Source: RWQCB, Central Valley Region Telephone: 559-445-5577 Last EDR Contact: 04/06/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Varies

#### WDS: Waste Discharge System

Sites which have been issued waste discharge requirements.

Date of Government Version: 06/19/2007	Source: State Water Resources Control Board
Date Data Arrived at EDR: 06/20/2007	Telephone: 916-341-5227
Date Made Active in Reports: 06/29/2007	Last EDR Contact: 05/10/2023
Number of Days to Update: 9	Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: No Update Planned

#### 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	Source: Los Angeles Water Quality Control Board
Date Data Arrived at EDR: 07/21/2009	Telephone: 213-576-6726
Date Made Active in Reports: 08/03/2009	Last EDR Contact: 03/16/2023
Number of Days to Update: 13	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: No Update Planned

MILITARY PRIV SITES: Military Privatized Sites (GEOTRACKER) Military privatized sites

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24 Source: State Water Resources Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Varies

PROJECT: Project Sites (GEOTRACKER) Projects sites

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24 Source: State Water Resources Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Varies

### WDR: Waste Discharge Requirements Listing

In general, the Waste Discharge Requirements (WDRs) Program (sometimes also referred to as the "Non Chapter 15 (Non 15) Program") regulates point discharges that are exempt pursuant to Subsection 20090 of Title 27 and not subject to the Federal Water Pollution Control Act. Exemptions from Title 27 may be granted for nine categories of discharges (e.g., sewage, wastewater, etc.) that meet, and continue to meet, the preconditions listed for each specific exemption. The scope of the WDRs Program also includes the discharge of wastes classified as inert, pursuant to section 20230 of Title 27.

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 05/24/2023 Number of Days to Update: 78 Source: State Water Resources Control Board Telephone: 916-341-5810 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Quarterly

#### CIWQS: California Integrated Water Quality System

The California Integrated Water Quality System (CIWQS) is a computer system used by the State and Regional Water Quality Control Boards to track information about places of environmental interest, manage permits and other orders, track inspections, and manage violations and enforcement activities.

Date of Government Version: 02/27/2023 Date Data Arrived at EDR: 02/28/2023 Date Made Active in Reports: 05/17/2023 Number of Days to Update: 78 Source: State Water Resources Control Board Telephone: 866-794-4977 Last EDR Contact: 05/25/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Varies

#### CERS: CalEPA Regulated Site Portal Data

The CalEPA Regulated Site Portal database combines data about environmentally regulated sites and facilities in California into a single database. It combines data from a variety of state and federal databases, and provides an overview of regulated activities across the spectrum of environmental programs for any given location in California. These activities include hazardous materials and waste, state and federal cleanups, impacted ground and surface waters, and toxic materials

Date of Government Version: 01/05/2023 Date Data Arrived at EDR: 01/06/2023 Date Made Active in Reports: 01/10/2023 Number of Days to Update: 4 Source: California Environmental Protection Agency Telephone: 916-323-2514 Last EDR Contact: 04/18/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

NON-CASE INFO: Non-Case Information Sites (GEOTRACKER) Non-Case Information sites

Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24 Source: State Water Resources Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Varies

OTHER OIL GAS: Other Oil & Gas Projects Sites (GEOTRACKER) Other Oil & Gas Projects sites

Date of Government Version: 03/06/2023	Source: State Water Resources Control Board
Date Data Arrived at EDR: 03/07/2023	Telephone: 866-480-1028
Date Made Active in Reports: 03/31/2023	Last EDR Contact: 06/05/2023
Number of Days to Update: 24	Next Scheduled EDR Contact: 09/18/2023
	Data Release Frequency: Varies

Produced water ponds sites	
Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24	Source: State Water Resources Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Varies
SAMPLING POINT: Sampling Point ? Public Sites Sampling point - public sites	(GEOTRACKER)
Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24	Source: State Water Resources Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Varies
	ans, a depiction of the monitoring network, and the facilities, boundaries, and the features (oil and gas wells, produced water ponds, UIC
Date of Government Version: 03/06/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/31/2023 Number of Days to Update: 24	Source: State Water Resources Control Board Telephone: 866-480-1028 Last EDR Contact: 06/05/2023 Next Scheduled EDR Contact: 09/18/2023
	Data Release Frequency: Varies
HWTS: Hazardous Waste Tracking System DTSC maintains the Hazardous Waste Track	
HWTS: Hazardous Waste Tracking System DTSC maintains the Hazardous Waste Track	Data Release Frequency: Varies king System that stores ID number information since the early 1980s and
HWTS: Hazardous Waste Tracking System DTSC maintains the Hazardous Waste Track manifest data since 1993. The system collect Date of Government Version: 04/05/2022 Date Data Arrived at EDR: 04/05/2022 Date Made Active in Reports: 04/26/2022	Data Release Frequency: Varies sing System that stores ID number information since the early 1980s and ts both manifest copies from the generator and destination facility. Source: Department of Toxic Substances Control Telephone: 916-324-2444 Last EDR Contact: 04/13/2023 Next Scheduled EDR Contact: 07/17/2023
HWTS: Hazardous Waste Tracking System DTSC maintains the Hazardous Waste Track manifest data since 1993. The system collect Date of Government Version: 04/05/2022 Date Data Arrived at EDR: 04/05/2022 Date Made Active in Reports: 04/26/2022 Number of Days to Update: 21	Data Release Frequency: Varies sing System that stores ID number information since the early 1980s and ts both manifest copies from the generator and destination facility. Source: Department of Toxic Substances Control Telephone: 916-324-2444 Last EDR Contact: 04/13/2023 Next Scheduled EDR Contact: 07/17/2023
<ul> <li>HWTS: Hazardous Waste Tracking System DTSC maintains the Hazardous Waste Track manifest data since 1993. The system collect Date of Government Version: 04/05/2022 Date Data Arrived at EDR: 04/05/2022 Date Made Active in Reports: 04/26/2022 Number of Days to Update: 21</li> <li>PCS ENF: Enforcement data No description is available for this data Date of Government Version: 12/31/2014 Date Data Arrived at EDR: 02/05/2015 Date Made Active in Reports: 03/06/2015</li> </ul>	Data Release Frequency: Varies sing System that stores ID number information since the early 1980s and ts both manifest copies from the generator and destination facility. Source: Department of Toxic Substances Control Telephone: 916-324-2444 Last EDR Contact: 04/13/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Varies Source: EPA Telephone: 202-564-2497 Last EDR Contact: 03/30/2023 Next Scheduled EDR Contact: 07/17/2023

Section 7321 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA) immediately added certain per- and polyfluoroalkyl substances (PFAS) to the list of chemicals covered by the Toxics Release Inventory (TRI) under Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA) and provided a framework for additional PFAS to be added to TRI on an annual basis.

Date of Government Version: 03/07/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 03/24/2023 Number of Days to Update: 17 Source: Environmental Protection Agency Telephone: 202-566-0250 Last EDR Contact: 03/30/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Varies

PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011 Date Data Arrived at EDR: 08/05/2011 Date Made Active in Reports: 09/29/2011 Number of Days to Update: 55 Source: EPA, Office of Water Telephone: 202-564-2496 Last EDR Contact: 03/30/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: No Update Planned

## 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.

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:

CS ALAMEDA: 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: 01/09/2019 Date Data Arrived at EDR: 01/11/2019 Date Made Active in Reports: 03/05/2019 Number of Days to Update: 53 Source: Alameda County Environmental Health Services Telephone: 510-567-6700 Last EDR Contact: 03/29/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Semi-Annually

UST ALAMEDA: Underground Tanks

Underground storage tank sites located in Alameda county.

Date of Government Version: 12/28/2022	Source: Alameda County Environmental Health Services
Date Data Arrived at EDR: 12/28/2022	Telephone: 510-567-6700
Date Made Active in Reports: 03/17/2023	Last EDR Contact: 03/29/2023
Number of Days to Update: 79	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Semi-Annually

AMADOR COUNTY:

CUPA AMADOR: CUPA Facility List Cupa Facility List

> Date of Government Version: 01/31/2023 Date Data Arrived at EDR: 02/02/2023 Date Made Active in Reports: 04/19/2023 Number of Days to Update: 76

BUTTE COUNTY:

CUPA BUTTE: CUPA Facility Listing Cupa facility list.

> 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: Amador County Environmental Health Telephone: 209-223-6439 Last EDR Contact: 04/26/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Varies

Source: Public Health Department Telephone: 530-538-7149 Last EDR Contact: 03/29/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: No Update Planned

## CALVERAS COUNTY:

CUPA CALVERAS: CUPA Facility Listing Cupa Facility Listing

> Date of Government Version: 03/17/2023 Date Data Arrived at EDR: 03/21/2023 Date Made Active in Reports: 06/06/2023 Number of Days to Update: 77

Source: Calveras County Environmental Health Telephone: 209-754-6399 Last EDR Contact: 03/16/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Quarterly

#### COLUSA COUNTY:

CUPA COLUSA: CUPA Facility List Cupa facility list.

> Date of Government Version: 04/06/2020 Date Data Arrived at EDR: 04/23/2020 Date Made Active in Reports: 07/10/2020 Number of Days to Update: 78

Source: Health & Human Services Telephone: 530-458-0396 Last EDR Contact: 04/26/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Semi-Annually

#### CONTRA COSTA COUNTY:

SL CONTRA COSTA: Site List

List includes sites from the underground tank, hazardous waste generator and business plan/2185 programs.

Date of Government Version: 12/28/2022 Date Data Arrived at EDR: 01/24/2023 Date Made Active in Reports: 04/10/2023 Number of Days to Update: 76 Source: Contra Costa Health Services Department Telephone: 925-646-2286 Last EDR Contact: 04/19/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Semi-Annually

DEL NORTE COUNTY:

## CUPA DEL NORTE: CUPA Facility List Cupa Facility list

Date of Government Version: 02/13/2023 Date Data Arrived at EDR: 02/14/2023 Date Made Active in Reports: 05/08/2023 Number of Days to Update: 83 Source: Del Norte County Environmental Health Division Telephone: 707-465-0426 Last EDR Contact: 05/03/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Varies

### EL DORADO COUNTY:

CUPA EL DORADO: CUPA Facility List CUPA facility list.

> Date of Government Version: 08/08/2022 Date Data Arrived at EDR: 08/09/2022 Date Made Active in Reports: 09/01/2022 Number of Days to Update: 23

Source: El Dorado County Environmental Management Department Telephone: 530-621-6623 Last EDR Contact: 04/19/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Varies

## FRESNO COUNTY:

#### CUPA FRESNO: 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: 06/28/2021 Date Data Arrived at EDR: 12/21/2021 Date Made Active in Reports: 03/03/2022 Number of Days to Update: 72 Source: Dept. of Community Health Telephone: 559-445-3271 Last EDR Contact: 03/30/2023 Next Scheduled EDR Contact: 07/10/2023 Data Release Frequency: Semi-Annually

## GLENN COUNTY:

CUPA GLENN: 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: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: No Update Planned

#### HUMBOLDT COUNTY:

CUPA HUMBOLDT: CUPA Facility List CUPA facility list.

> Date of Government Version: 08/12/2021 Date Data Arrived at EDR: 08/12/2021 Date Made Active in Reports: 11/08/2021 Number of Days to Update: 88

Source: Humboldt County Environmental Health Telephone: N/A Last EDR Contact: 05/10/2023 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Semi-Annually

#### IMPERIAL COUNTY:

CUPA IMPERIAL: CUPA Facility List Cupa facility list.

> Date of Government Version: 01/13/2023 Date Data Arrived at EDR: 01/17/2023 Date Made Active in Reports: 04/04/2023 Number of Days to Update: 77

Source: San Diego Border Field Office Telephone: 760-339-2777 Last EDR Contact: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

### INYO COUNTY:

CUPA INYO: CUPA Facility List Cupa facility list.

> Date of Government Version: 04/02/2018 Date Data Arrived at EDR: 04/03/2018 Date Made Active in Reports: 06/14/2018 Number of Days to Update: 72

Source: Inyo County Environmental Health Services Telephone: 760-878-0238 Last EDR Contact: 05/10/2023 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Varies

## KERN COUNTY:

CUPA KERN: CUPA Facility List

A listing of sites included in the Kern County Hazardous Material Business Plan.

Date of Government Version: 01/30/2023 Date Data Arrived at EDR: 02/01/2023 Date Made Active in Reports: 04/19/2023 Number of Days to Update: 77 Source: Kern County Public Health Telephone: 661-321-3000 Last EDR Contact: 05/10/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Varies

UST KERN: Underground Storage Tank Sites & Tank Listing Kern County Sites and Tanks Listing.

Date of Government Version: 01/30/2023 Date Data Arrived at EDR: 02/01/2023 Date Made Active in Reports: 04/21/2023 Number of Days to Update: 79 Source: Kern County Environment Health Services Department Telephone: 661-862-8700 Last EDR Contact: 05/10/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Quarterly

## KINGS COUNTY:

#### CUPA KINGS: 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: 12/03/2020 Date Data Arrived at EDR: 01/26/2021 Date Made Active in Reports: 04/14/2021 Number of Days to Update: 78 Source: Kings County Department of Public Health Telephone: 559-584-1411 Last EDR Contact: 05/10/2023 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Varies

LAKE COUNTY:

## CUPA LAKE: CUPA Facility List Cupa facility list

Date of Government Version: 04/26/2023 Date Data Arrived at EDR: 04/27/2023 Date Made Active in Reports: 05/31/2023 Number of Days to Update: 34 Source: Lake County Environmental Health Telephone: 707-263-1164 Last EDR Contact: 04/05/2023 Next Scheduled EDR Contact: 07/24/2023 Data Release Frequency: Varies

## LASSEN COUNTY:

CUPA LASSEN: CUPA Facility List Cupa facility list

> Date of Government Version: 07/31/2020 Date Data Arrived at EDR: 08/21/2020 Date Made Active in Reports: 11/09/2020 Number of Days to Update: 80

Source: Lassen County Environmental Health Telephone: 530-251-8528 Last EDR Contact: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

## LOS ANGELES COUNTY:

### AOCONCERN: Key Areas of Concerns in Los Angeles County

San Gabriel Valley areas where VOC contamination is at or above the MCL as designated by region 9 EPA office. Date of Government Version: 3/30/2009 Exide Site area is a cleanup plan of lead-impacted soil surrounding the former Exide Facility as designated by the DTSC. Date of Government Version: 7/17/2017

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: N/A Telephone: N/A Last EDR Contact: 06/06/2023 Next Scheduled EDR Contact: 09/25/2023 Data Release Frequency: No Update Planned

HMS LOS ANGELES: HMS: Street Number List Industrial Waste and Underground Storage Tank Sites.

Date of Government Version: 01/09/2023	5
Date Data Arrived at EDR: 01/12/2023	1
Date Made Active in Reports: 03/29/2023	L
Number of Days to Update: 76	1

Source: Department of Public Works Telephone: 626-458-3517 Last EDR Contact: 03/29/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Semi-Annually

LF LOS ANGELES: List of Solid Waste Facilities Solid Waste Facilities in Los Angeles County.

> Date of Government Version: 01/09/2023 Date Data Arrived at EDR: 01/10/2023 Date Made Active in Reports: 03/23/2023 Number of Days to Update: 72

Source: La County Department of Public Works Telephone: 818-458-5185 Last EDR Contact: 04/11/2023 Next Scheduled EDR Contact: 07/24/2023 Data Release Frequency: Varies

### LF LOS ANGELES CITY: City of Los Angeles Landfills Landfills owned and maintained by the City of Los Angeles.

Date of Government Version: 12/31/2022	Source: Engineering & Construction Division
Date Data Arrived at EDR: 01/12/2023	Telephone: 213-473-7869
Date Made Active in Reports: 03/29/2023	Last EDR Contact: 04/05/2023
Number of Days to Update: 76	Next Scheduled EDR Contact: 07/24/2023
	Data Release Frequency: Varies

#### LOS ANGELES AST: Active & Inactive AST Inventory

A listing of active & inactive above ground petroleum storage tank site locations, located in the City of Los Angeles.

Date of Government Version: 06/01/2019 Date Data Arrived at EDR: 06/25/2019 Date Made Active in Reports: 08/22/2019 Number of Days to Update: 58 Source: Los Angeles Fire Department Telephone: 213-978-3800 Last EDR Contact: 03/16/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Varies

#### LOS ANGELES CO LF METHANE: Methane Producing Landfills

This data was created on April 30, 2012 to represent known disposal sites in Los Angeles County that may produce and emanate methane gas. The shapefile contains disposal sites within Los Angeles County that once accepted degradable refuse material. Information used to create this data was extracted from a landfill survey performed by County Engineers (Major Waste System Map, 1973) as well as historical records from CalRecycle, Regional Water Quality Control Board, and Los Angeles County Department of Public Health

Date of Government Version: 01/10/2022	Source: Los Angeles County Department of Public Works
Date Data Arrived at EDR: 01/12/2022	Telephone: 626-458-6973
Date Made Active in Reports: 04/04/2022	Last EDR Contact: 04/05/2023
Number of Days to Update: 82	Next Scheduled EDR Contact: 07/24/2023
	Data Release Frequency: No Update Planned

LOS ANGELES HM: Active & Inactive Hazardous Materials Inventory

A listing of active & inactive hazardous materials facility locations, located in the City of Los Angeles.

Date of Government Version: 11/01/2022	Sour
Date Data Arrived at EDR: 12/14/2022	Tele
Date Made Active in Reports: 03/07/2023	Last
Number of Days to Update: 83	Next
	_

Source: Los Angeles Fire Department Telephone: 213-978-3800 Last EDR Contact: 03/24/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Varies

## LOS ANGELES UST: Active & Inactive UST Inventory

A listing of active & inactive underground storage tank site locations and underground storage tank historical sites, located in the City of Los Angeles.

Date of Government Version: 11/01/2022 Date Data Arrived at EDR: 12/14/2022 Date Made Active in Reports: 03/07/2023 Number of Days to Update: 83 Source: Los Angeles Fire Department Telephone: 213-978-3800 Last EDR Contact: 03/24/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Varies

## SITE MIT LOS ANGELES: Site Mitigation List

Industrial sites that have had some sort of spill or complaint.

Date of Government Version: 05/26/2021	S
Date Data Arrived at EDR: 07/09/2021	Т
Date Made Active in Reports: 09/29/2021	La
Number of Days to Update: 82	N

Source: Community Health Services Telephone: 323-890-7806 Last EDR Contact: 04/18/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Annually

### UST EL SEGUNDO: City of El Segundo Underground Storage Tank Underground storage tank sites located in El Segundo city.

Date of Government Version: 01/21/2017	Source: City of El Segundo Fire Department
Date Data Arrived at EDR: 04/19/2017	Telephone: 310-524-2236
Date Made Active in Reports: 05/10/2017	Last EDR Contact: 04/05/2023
Number of Days to Update: 21	Next Scheduled EDR Contact: 07/24/2023
	Data Release Frequency: No Update Planned

UST LONG BEACH: City of Long Beach Underground Storage Tank Underground storage tank sites located in the city of Long Beach.

Date of Government Version: 04/22/2019 Date Data Arrived at EDR: 04/23/2019 Date Made Active in Reports: 06/27/2019 Number of Days to Update: 65 Source: City of Long Beach Fire Department Telephone: 562-570-2563 Last EDR Contact: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

UST TORRANCE: City of Torrance Underground Storage Tank Underground storage tank sites located in the city of Torrance.

Date of Government Version: 10/18/2022	Source: City of Torrance Fire Department
Date Data Arrived at EDR: 10/19/2022	Telephone: 310-618-2973
Date Made Active in Reports: 01/10/2023	Last EDR Contact: 04/12/2023
Number of Days to Update: 83	Next Scheduled EDR Contact: 07/31/2023
	Data Release Frequency: Semi-Annually

## MADERA COUNTY:

### CUPA MADERA: 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: 08/10/2020 Date Data Arrived at EDR: 08/12/2020 Date Made Active in Reports: 10/23/2020 Number of Days to Update: 72 Source: Madera County Environmental Health Telephone: 559-675-7823 Last EDR Contact: 05/10/2023 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Varies

### MARIN COUNTY:

UST MARIN: Underground Storage Tank Sites Currently permitted USTs in Marin County.

> Date of Government Version: 09/26/2018 Date Data Arrived at EDR: 10/04/2018 Date Made Active in Reports: 11/02/2018 Number of Days to Update: 29

Source: Public Works Department Waste Management Telephone: 415-473-6647 Last EDR Contact: 03/22/2023 Next Scheduled EDR Contact: 07/10/2023 Data Release Frequency: Semi-Annually

#### MENDOCINO COUNTY:

UST MENDOCINO: Mendocino County UST Database A listing of underground storage tank locations in Mendocino County.

Date of Government Version: 09/22/2021 Date Data Arrived at EDR: 11/18/2021 Date Made Active in Reports: 11/22/2021 Number of Days to Update: 4

Source: Department of Public Health Telephone: 707-463-4466 Last EDR Contact: 05/17/2023 Next Scheduled EDR Contact: 09/04/2023 Data Release Frequency: Annually

MERCED COUNTY:

## CUPA MERCED: CUPA Facility List CUPA facility list.

Date of Government Version: 02/15/2022 Date Data Arrived at EDR: 02/17/2022 Date Made Active in Reports: 05/11/2022 Number of Days to Update: 83 Source: Merced County Environmental Health Telephone: 209-381-1094 Last EDR Contact: 04/26/2023 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Varies

### MONO COUNTY:

CUPA MONO: CUPA Facility List CUPA Facility List

> Date of Government Version: 02/22/2021 Date Data Arrived at EDR: 03/02/2021 Date Made Active in Reports: 05/19/2021 Number of Days to Update: 78

Source: Mono County Health Department Telephone: 760-932-5580 Last EDR Contact: 05/17/2023 Next Scheduled EDR Contact: 09/04/2023 Data Release Frequency: Varies

## MONTEREY COUNTY:

CUPA MONTEREY: CUPA Facility Listing CUPA Program listing from the Environmental Health Division.

Date of Government Version: 10/04/2021 Date Data Arrived at EDR: 10/06/2021 Date Made Active in Reports: 12/29/2021 Number of Days to Update: 84

Source: Monterey County Health Department Telephone: 831-796-1297 Last EDR Contact: 03/22/2023 Next Scheduled EDR Contact: 07/10/2023 Data Release Frequency: Varies

#### NAPA COUNTY:

LUST NAPA: 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: 05/17/2023 Next Scheduled EDR Contact: 09/04/2023 Data Release Frequency: No Update Planned

UST NAPA: Closed and Operating Underground Storage Tank Sites Underground storage tank sites located in Napa county.

Date of Government Version: 09/05/2019	Source: Napa County Department of Environmental Management
Date Data Arrived at EDR: 09/09/2019	Telephone: 707-253-4269
Date Made Active in Reports: 10/31/2019	Last EDR Contact: 05/17/2023
Number of Days to Update: 52	Next Scheduled EDR Contact: 09/04/2023
	Data Release Frequency: No Update Planned

NEVADA COUNTY:

CUPA NEVADA: CUPA Facility List CUPA facility list.

Date of Government Version: 01/23/2023 Date Data Arrived at EDR: 01/25/2023 Date Made Active in Reports: 04/10/2023 Number of Days to Update: 75 Source: Community Development Agency Telephone: 530-265-1467 Last EDR Contact: 05/03/2023 Next Scheduled EDR Contact: 08/07/2023 Data Release Frequency: Varies

## ORANGE COUNTY:

IND\_SITE ORANGE: List of Industrial Site Cleanups Petroleum and non-petroleum spills.

> Date of Government Version: 02/02/2023 Date Data Arrived at EDR: 02/09/2023 Date Made Active in Reports: 05/09/2023 Number of Days to Update: 89

Source: Health Care Agency Telephone: 714-834-3446 Last EDR Contact: 05/03/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Annually

LUST ORANGE: List of Underground Storage Tank Cleanups Orange County Underground Storage Tank Cleanups (LUST).

Date of Government Version: 02/02/2023	Source: Health Care Agency
Date Data Arrived at EDR: 02/09/2023	Telephone: 714-834-3446
Date Made Active in Reports: 05/04/2023	Last EDR Contact: 05/03/2023
Number of Days to Update: 84	Next Scheduled EDR Contact: 08/14/2023
	Data Release Frequency: Quarterly

#### UST ORANGE: List of Underground Storage Tank Facilities Orange County Underground Storage Tank Facilities (UST).

Date of Government Version: 02/06/2023 Date Data Arrived at EDR: 02/09/2023 Date Made Active in Reports: 05/03/2023 Number of Days to Update: 83 Source: Health Care Agency Telephone: 714-834-3446 Last EDR Contact: 05/03/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Quarterly

## PLACER COUNTY:

MS PLACER: Master List of Facilities List includes aboveground tanks, underground tanks and cleanup sites.

Date of Government Version: 08/26/2022 Date Data Arrived at EDR: 08/29/2022 Date Made Active in Reports: 11/15/2022 Number of Days to Update: 78 Source: Placer County Health and Human Services Telephone: 530-745-2363 Last EDR Contact: 05/08/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Semi-Annually

#### PLUMAS COUNTY:

CUPA PLUMAS: CUPA Facility List Plumas County CUPA Program facilities.

> Date of Government Version: 03/31/2019 Date Data Arrived at EDR: 04/23/2019 Date Made Active in Reports: 06/26/2019 Number of Days to Update: 64

Source: Plumas County Environmental Health Telephone: 530-283-6355 Last EDR Contact: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

### **RIVERSIDE COUNTY:**

LUST RIVERSIDE: Listing of Underground Tank Cleanup Sites Riverside County Underground Storage Tank Cleanup Sites (LUST).		
	Date of Government Version: 01/18/2023 Date Data Arrived at EDR: 01/19/2023 Date Made Active in Reports: 04/04/2023 Number of Days to Update: 75	Source: Department of Environmental Health Telephone: 951-358-5055 Last EDR Contact: 06/06/2023 Next Scheduled EDR Contact: 09/25/2023 Data Release Frequency: Quarterly
UST RIVERSIDE: Underground Storage Tank Tank List Underground storage tank sites located in Riverside county.		
	Date of Government Version: 01/18/2023 Date Data Arrived at EDR: 01/19/2023 Date Made Active in Reports: 04/04/2023 Number of Days to Update: 75	Source: Department of Environmental Health Telephone: 951-358-5055 Last EDR Contact: 06/06/2023 Next Scheduled EDR Contact: 09/25/2023 Data Release Frequency: Quarterly
	SACRAMENTO COUNTY:	
CS SACRAMENTO: Toxic Site Clean-Up List List of sites where unauthorized releases of potentially hazardous materials have occurred.		
	Date of Government Version: 11/07/2022 Date Data Arrived at EDR: 12/21/2022 Date Made Active in Reports: 03/16/2023 Number of Days to Update: 85	Source: Sacramento County Environmental Management Telephone: 916-875-8406 Last EDR Contact: 03/30/2023 Next Scheduled EDR Contact: 07/10/2023 Data Release Frequency: Quarterly
ML SACRAMENTO: 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: 11/07/2022 Date Data Arrived at EDR: 12/09/2022 Date Made Active in Reports: 03/01/2023 Number of Days to Update: 82	Source: Sacramento County Environmental Management Telephone: 916-875-8406 Last EDR Contact: 03/30/2023 Next Scheduled EDR Contact: 07/10/2023 Data Release Frequency: Quarterly
	SAN BENITO COUNTY:	
	CUPA SAN BENITO: CUPA Facility List Cupa facility list	
	Date of Government Version: 02/08/2023 Date Data Arrived at EDR: 02/09/2023	Source: San Benito County Environmental Health Telephone: N/A

Date of Government Version: 02/08/2023 Date Data Arrived at EDR: 02/09/2023 Date Made Active in Reports: 05/04/2023 Number of Days to Update: 84 Source: San Benito County Environmental Healt Telephone: N/A Last EDR Contact: 04/26/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Varies

## SAN BERNARDINO COUNTY:

PERMITS SAN BERNARDINO: 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: 02/15/2023 Date Data Arrived at EDR: 02/15/2023 Date Made Active in Reports: 05/09/2023 Number of Days to Update: 83 Source: San Bernardino County Fire Department Hazardous Materials Division Telephone: 909-387-3041 Last EDR Contact: 04/26/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Quarterly

## SAN DIEGO COUNTY:

HMMD SAN DIEGO: 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: 02/27/2023	Source: Hazardous Materials Management Division
Date Data Arrived at EDR: 02/28/2023	Telephone: 619-338-2268
Date Made Active in Reports: 05/17/2023	Last EDR Contact: 05/25/2023
Number of Days to Update: 78	Next Scheduled EDR Contact: 09/11/2023
	Data Release Frequency: Quarterly

LF SAN DIEGO: Solid Waste Facilities San Diego County Solid Waste Facilities.

> Date of Government Version: 10/27/2021 Date Data Arrived at EDR: 03/04/2022 Date Made Active in Reports: 05/31/2022 Number of Days to Update: 88

Source: Department of Health Services Telephone: 619-338-2209 Last EDR Contact: 04/04/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

### SAN DIEGO CO LOP: Local Oversight Program Listing

A listing of all LOP release sites that are or were under the County of San Diego's jurisdiction. Included are closed or transferred cases, open cases, and cases that did not have a case type indicated. The cases without a case type are mostly complaints; however, some of them could be LOP cases.

Date of Government Version: 07/22/2021 Date Data Arrived at EDR: 10/19/2021 Date Made Active in Reports: 01/13/2022 Number of Days to Update: 86 Source: Department of Environmental Health Telephone: 858-505-6874 Last EDR Contact: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

#### SAN DIEGO CO SAM: 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: 05/23/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: No Update Planned

#### SAN FRANCISCO COUNTY:

CUPA SAN FRANCISCO CO: CUPA Facility Listing Cupa facilities

Date of Government Version: 02/03/2023
Date Data Arrived at EDR: 02/07/2023
Date Made Active in Reports: 04/26/2023
Number of Days to Update: 78

Source: San Francisco County Department of Environmental Health Telephone: 415-252-3896 Last EDR Contact: 04/26/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Varies

LUST SAN FRANCISCO: Local Oversite Facilities

A listing of leaking underground storage tank sites located in San Francisco county.

Date of Government Version: 09/19/2008	Source: Department Of Public Health San Francisco County
Date Data Arrived at EDR: 09/19/2008	Telephone: 415-252-3920
Date Made Active in Reports: 09/29/2008	Last EDR Contact: 04/26/2023
Number of Days to Update: 10	Next Scheduled EDR Contact: 08/14/2023
	Data Release Frequency: No Update Planned

UST SAN FRANCISCO: Underground Storage Tank Information Underground storage tank sites located in San Francisco county.

Date of Government Version: 04/28/2023Source: Department of Public HealthDate Data Arrived at EDR: 04/28/2023Telephone: 415-252-3920Date Made Active in Reports: 05/03/2023Last EDR Contact: 04/26/2023Number of Days to Update: 5Next Scheduled EDR Contact: 08/14/2023Data Release Frequency: Quarterly

### SAN FRANCISO COUNTY:

### SAN FRANCISCO MAHER: Maher Ordinance Property Listing a listing of properties that fall within a Maher Ordinance, for all of San Francisco

Date of Government Version: 10/11/2022 Date Data Arrived at EDR: 10/14/2022 Date Made Active in Reports: 01/04/2023 Number of Days to Update: 82

Source: San Francisco Planning Telephone: 628-652-7483 Last EDR Contact: 04/13/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

### SAN JOAQUIN COUNTY:

UST SAN JOAQUIN: San Joaquin Co. UST

A listing of underground storage tank locations in San Joaquin county.

Date of Government Version: 06/22/2018
Date Data Arrived at EDR: 06/26/2018
Date Made Active in Reports: 07/11/2018
Number of Days to Update: 15

Source: Environmental Health Department Telephone: N/A Last EDR Contact: 06/06/2023 Next Scheduled EDR Contact: 09/25/2023 Data Release Frequency: Semi-Annually

#### SAN LUIS OBISPO COUNTY:

CUPA SAN LUIS OBISPO: CUPA Facility List Cupa Facility List.

> Date of Government Version: 02/09/2023 Date Data Arrived at EDR: 02/10/2023 Date Made Active in Reports: 05/05/2023 Number of Days to Update: 84

Source: San Luis Obispo County Public Health Department Telephone: 805-781-5596 Last EDR Contact: 05/10/2023 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Varies

### SAN MATEO COUNTY:

### BI SAN MATEO: Business Inventory

List includes Hazardous Materials Business Plan, hazardous waste generators, and underground storage tanks.

Date of Government Version: 02/20/2020 Date Data Arrived at EDR: 02/20/2020 Date Made Active in Reports: 04/24/2020 Number of Days to Update: 64 Source: San Mateo County Environmental Health Services Division Telephone: 650-363-1921 Last EDR Contact: 03/10/2023 Next Scheduled EDR Contact: 06/19/2023 Data Release Frequency: Annually

LUST SAN MATEO: Fuel Leak List

A listing of leaking underground storage tank sites located in San Mateo county.

Source: San Mateo County Environmental Health Services Division
Telephone: 650-363-1921
Last EDR Contact: 05/31/2023
Next Scheduled EDR Contact: 09/18/2023
Data Release Frequency: Semi-Annually

## SANTA BARBARA COUNTY:

CUPA SANTA BARBARA: CUPA Facility Listing

CUPA Program Listing from the Environmental Health Services division.

Date of Government Version: 09/08/2011	Source: Santa Barbara County Public Health Department
Date Data Arrived at EDR: 09/09/2011	Telephone: 805-686-8167
Date Made Active in Reports: 10/07/2011	Last EDR Contact: 05/10/2023
Number of Days to Update: 28	Next Scheduled EDR Contact: 08/28/2023
	Data Release Frequency: No Update Planned

### SANTA CLARA COUNTY:

CUPA SANTA CLARA: Cupa Facility List Cupa facility list

Date of Government Version: 02/10/2023	Source: Department of Environmental Health
Date Data Arrived at EDR: 02/10/2023	Telephone: 408-918-1973
Date Made Active in Reports: 05/05/2023	Last EDR Contact: 05/10/2023
Number of Days to Update: 84	Next Scheduled EDR Contact: 08/28/2023
	Data Release Frequency: Varies

HIST LUST SANTA CLARA: 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

## LUST SANTA CLARA: 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: 05/17/2023 Next Scheduled EDR Contact: 09/04/2023 Data Release Frequency: No Update Planned

SANTA CRUZ COUNTY:

CUPA SANTA CRUZ: 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: 05/10/2023 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Varies

### SHASTA COUNTY:

CUPA SHASTA: 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: 05/10/2023 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Varies

## SOLANO COUNTY:

LUST SOLANO: Leaking Underground Storage Tanks

A listing of leaking underground storage tank sites located in Solano county.

Date of Government Version: 06/04/2019 Date Data Arrived at EDR: 06/06/2019 Date Made Active in Reports: 08/13/2019 Number of Days to Update: 68 Source: Solano County Department of Environmental Management Telephone: 707-784-6770 Last EDR Contact: 05/23/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Quarterly

#### UST SOLANO: Underground Storage Tanks

Underground storage tank sites located in Solano county.

Date of Government Version: 09/15/2021	Source: Solano County Department of Environmental Management
Date Data Arrived at EDR: 09/16/2021	Telephone: 707-784-6770
Date Made Active in Reports: 12/09/2021	Last EDR Contact: 05/23/2023
Number of Days to Update: 84	Next Scheduled EDR Contact: 09/11/2023
	Data Release Frequency: Quarterly

### SONOMA COUNTY:

CUPA SONOMA: Cupa Facility List Cupa Facility list

> Date of Government Version: 07/02/2021 Date Data Arrived at EDR: 07/06/2021 Date Made Active in Reports: 07/14/2021 Number of Days to Update: 8

Source: County of Sonoma Fire & Emergency Services Department Telephone: 707-565-1174 Last EDR Contact: 06/28/2021 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Varies

## LUST SONOMA: Leaking Underground Storage Tank Sites

A listing of leaking underground storage tank sites located in Sonoma county.

Date of Government Version: 06/30/2021 Date Data Arrived at EDR: 06/30/2021 Date Made Active in Reports: 09/24/2021 Number of Days to Update: 86 Source: Department of Health Services Telephone: 707-565-6565 Last EDR Contact: 03/16/2023 Next Scheduled EDR Contact: 07/03/2023 Data Release Frequency: Quarterly

STANISLAUS COUNTY:

## CUPA STANISLAUS: CUPA Facility List Cupa facility list

Date of Government Version: 02/08/2022 Date Data Arrived at EDR: 02/10/2022 Date Made Active in Reports: 05/04/2022 Number of Days to Update: 83 Source: Stanislaus County Department of Ennvironmental Protection Telephone: 209-525-6751 Last EDR Contact: 04/05/2023 Next Scheduled EDR Contact: 07/24/2023 Data Release Frequency: Varies

### SUTTER COUNTY:

UST SUTTER: Underground Storage Tanks Underground storage tank sites located in Sutter county.

Date of Government Version: 08/03/2022 Date Data Arrived at EDR: 08/25/2022 Date Made Active in Reports: 11/14/2022 Number of Days to Update: 81 Source: Sutter County Environmental Health Services Telephone: 530-822-7500 Last EDR Contact: 05/23/2023 Next Scheduled EDR Contact: 09/11/2023 Data Release Frequency: Semi-Annually

## TEHAMA COUNTY:

CUPA TEHAMA: CUPA Facility List Cupa facilities

> Date of Government Version: 11/17/2022 Date Data Arrived at EDR: 11/21/2022 Date Made Active in Reports: 02/10/2023 Number of Days to Update: 81

Source: Tehama County Department of Environmental Health Telephone: 530-527-8020 Last EDR Contact: 05/10/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Varies

#### TRINITY COUNTY:

CUPA TRINITY: CUPA Facility List Cupa facility list

> Date of Government Version: 01/13/2023 Date Data Arrived at EDR: 01/17/2023 Date Made Active in Reports: 04/04/2023 Number of Days to Update: 77

Source: Department of Toxic Substances Control Telephone: 760-352-0381 Last EDR Contact: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies

#### TULARE COUNTY:

CUPA TULARE: CUPA Facility List Cupa program facilities

> Date of Government Version: 10/07/2022 Date Data Arrived at EDR: 10/07/2022 Date Made Active in Reports: 12/21/2022 Number of Days to Update: 75

Source: Tulare County Environmental Health Services Division Telephone: 559-624-7400 Last EDR Contact: 05/10/2023 Next Scheduled EDR Contact: 08/14/2023 Data Release Frequency: Varies

TUOLUMNE COUNTY:

CUPA TUOLUMNE: CUPA Facility List Cupa facility list		
Date of Government Version: 04/23/2018 Date Data Arrived at EDR: 04/25/2018 Date Made Active in Reports: 06/25/2018 Number of Days to Update: 61	Source: Divison of Environmental Health Telephone: 209-533-5633 Last EDR Contact: 04/12/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Varies	
VENTURA COUNTY:		
BWT VENTURA: Business Plan, Hazardous Waste The BWT list indicates by site address whether Producer (W), and/or Underground Tank (T) in	r the Environmental Health Division has Business Plan (B), Waste	
Date of Government Version: 12/27/2022 Date Data Arrived at EDR: 01/26/2023 Date Made Active in Reports: 04/19/2023 Number of Days to Update: 83	Source: Ventura County Environmental Health Division Telephone: 805-654-2813 Last EDR Contact: 04/17/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Quarterly	
LF VENTURA: Inventory of Illegal Abandoned and I Ventura County Inventory of Closed, Illegal Ab		
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: 03/22/2023 Next Scheduled EDR Contact: 07/10/2023 Data Release Frequency: No Update Planned	
LUST VENTURA: Listing of Underground Tank Clea Ventura County Underground Storage Tank Cl		
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: 05/03/2023 Next Scheduled EDR Contact: 08/21/2023 Data Release Frequency: No Update Planned	
MED WASTE VENTURA: 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: 12/27/2022 Date Data Arrived at EDR: 01/26/2023 Date Made Active in Reports: 04/19/2023 Number of Days to Update: 83	Source: Ventura County Resource Management Agency Telephone: 805-654-2813 Last EDR Contact: 04/17/2023 Next Scheduled EDR Contact: 07/31/2023 Data Release Frequency: Quarterly	
UST VENTURA: Underground Tank Closed Sites List Ventura County Operating Underground Storage Tank Sites (UST)/Underground Tank Closed Sites List.		
Date of Government Version: 02/27/2023 Date Data Arrived at EDR: 03/07/2023 Date Made Active in Reports: 05/24/2023 Number of Days to Update: 78	Source: Environmental Health Division Telephone: 805-654-2813 Last EDR Contact: 06/02/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Quarterly	

YOLO COUNTY:

UST YOLO: Underground Storage Tank Comprehensive Facility Report Underground storage tank sites located in Yolo county.

Date of Government Version: 12/19/2022 Date Data Arrived at EDR: 12/27/2022 Date Made Active in Reports: 03/17/2023 Number of Days to Update: 80 Source: Yolo County Department of Health Telephone: 530-666-8646 Last EDR Contact: 03/22/2023 Next Scheduled EDR Contact: 07/10/2023 Data Release Frequency: Annually

### YUBA COUNTY:

CUPA YUBA: CUPA Facility List CUPA facility listing for Yuba County.

> Date of Government Version: 01/26/2023 Date Data Arrived at EDR: 01/27/2023 Date Made Active in Reports: 04/19/2023 Number of Days to Update: 82

Source: Yuba County Environmental Health Department Telephone: 530-749-7523 Last EDR Contact: 05/03/2023 Next Scheduled EDR Contact: 08/07/2023 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: 11/16/2022 Date Data Arrived at EDR: 11/16/2022 Date Made Active in Reports: 02/06/2023 Number of Days to Update: 82	Source: Department of Energy & Environmental Protection Telephone: 860-424-3375 Last EDR Contact: 05/11/2023 Next Scheduled EDR Contact: 08/21/2023 Data Release Frequency: No Update Planned
NJ MANIFEST: Manifest Information Hazardous waste manifest information.	
Date of Government Version: 12/31/2018	Source: Department of Environmental Protection

Date Data Arrived at EDR: 04/10/2019 Date Made Active in Reports: 05/16/2019 Number of Days to Update: 36 Source: Department of Environmental Protectio Telephone: N/A Last EDR Contact: 03/30/2023 Next Scheduled EDR Contact: 07/17/2023 Data Release Frequency: Annually

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: 01/01/2019 Date Data Arrived at EDR: 10/29/2021 Date Made Active in Reports: 01/19/2022 Number of Days to Llodate: 82	Source: Department of Environmental Conservation Telephone: 518-402-8651 Last EDR Contact: 04/27/2023
Number of Days to Update: 82	Next Scheduled EDR Contact: 08/07/2023
	Data Release Frequency: Quarterly

#### PA MANIFEST: Manifest Information Hazardous waste manifest information.

Date of Government Version: 06/30/2018 Date Data Arrived at EDR: 07/19/2019 Date Made Active in Reports: 09/10/2019 Number of Days to Update: 53

#### RI MANIFEST: Manifest information Hazardous waste manifest information

Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 11/30/2021 Date Made Active in Reports: 02/18/2022 Number of Days to Update: 80 Source: Department of Environmental Protection Telephone: 717-783-8990 Last EDR Contact: 04/06/2023 Next Scheduled EDR Contact: 07/24/2023 Data Release Frequency: Annually

Source: Department of Environmental Management Telephone: 401-222-2797 Last EDR Contact: 05/10/2022 Next Scheduled EDR Contact: 08/28/2023 Data Release Frequency: Annually

# WI MANIFEST: Manifest Information Hazardous waste manifest information.

Date of Government Version: 05/31/2018 Date Data Arrived at EDR: 06/19/2019 Date Made Active in Reports: 09/03/2019 Number of Days to Update: 76 Source: Department of Natural Resources Telephone: N/A Last EDR Contact: 06/01/2023 Next Scheduled EDR Contact: 09/18/2023 Data Release Frequency: Annually

### **Oil/Gas Pipelines**

Source: Endeavor Business Media

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 Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data

Source: Endeavor Business Media

This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

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.

**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, 2010 and 2015 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory Source: Department of Fish and Wildlife Telephone: 916-445-0411

Current USGS 7.5 Minute Topographic Map Source: U.S. Geological Survey

## 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

COLLINSVILLE SUBSTATION NOT KNOWN SUISUN CITY, CA 94585

# TARGET PROPERTY COORDINATES

Latitude (North):	38.080862 - 38° 4' 51.10"
Longitude (West):	121.835605 - 121° 50' 8.18''
Universal Tranverse Mercator:	Zone 10
UTM X (Meters):	602122.7
UTM Y (Meters):	4215221.0
Elevation:	39 ft. above sea level

## USGS TOPOGRAPHIC MAP

Target Property Map:	12021565 ANTIOCH NORTH, CA
Version Date:	2018

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 principle 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.

## **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).

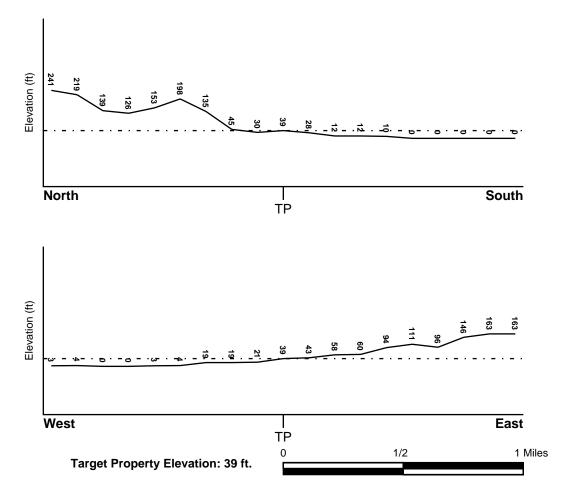
## **TOPOGRAPHIC INFORMATION**

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 SSW

## 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.

# 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

Flood Plain Panel at Target Property	FEMA Source Type
06013C0130F	FEMA FIRM Flood data
Additional Panels in search area:	FEMA Source Type
Not Reported	

#### NATIONAL WETLAND INVENTORY

	NWI Electronic
NWI Quad at Target Property	Data Coverage
ANTIOCH NORTH	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.

MAP ID Not Reported LOCATION FROM TP GENERAL DIRECTION GROUNDWATER FLOW

# **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**

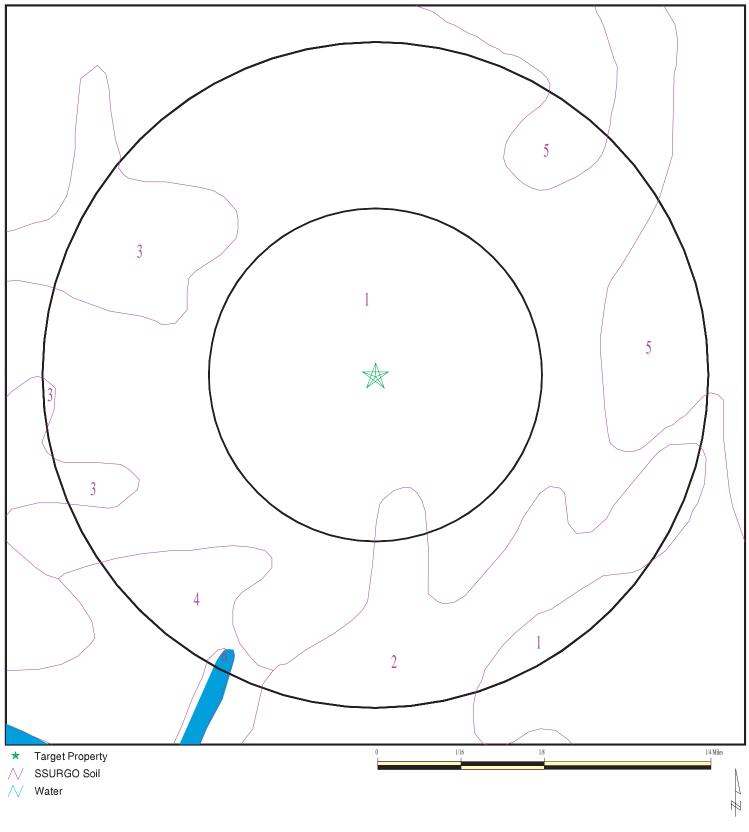
Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

## **ROCK STRATIGRAPHIC UNIT**

## **GEOLOGIC AGE IDENTIFICATION**

Era:	Cenozoic Cate	egory:	Stratifed Sequence
System:	Quaternary		
Series:	Quaternary		
Code:	Q (decoded above as Era, System & Series)		

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).



ADDRESS:	Not Known Suisun City CA 94585	CLIENT: CONTACT: INQUIRY #: DATE:	
		Copyrig	ght © 2023 EDR, Inc.

ENT: Insignia Environmental NTACT: Lauri Branch UIRY #: 7358534.2s TE: June 07, 2023 3:31 pm Copyright © 2023 EDR, Inc. © 2015 TomTom Rel. 2015.

# 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. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1	
Soil Component Name:	Diablo
Soil Surface Texture:	clay
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
Hydric Status: Not hydric	
Corrosion Potential - Uncoated Steel:	High
Depth to Bedrock Min:	> 0 inches
Depth to Watertable Min:	> 0 inches

	Soil Layer Information						
	Boundary		Classification		Saturated hydraulic		
Layer	Upper Lower		Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	29 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:
2	29 inches	40 inches	silty clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:
3	40 inches	44 inches	weathered bedrock	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:

# Soil Map ID: 2

Soil Component Name:	Valdez
Soil Surface Texture:	silt loam
Hydrologic Group:	Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.
Soil Drainage Class:	Poorly drained
Hydric Status: Partially hydric	
Corrosion Potential - Uncoated Steel:	Moderate
Depth to Bedrock Min:	> 0 inches
Depth to Watertable Min:	> 137 inches

	Soil Layer Information						
	Boundary			Classification		Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	11 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 4 Min: 1.4	Max: 8.4 Min: 5.6
2	11 inches	59 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 4 Min: 1.4	Max: 8.4 Min: 5.6

Soil Map ID: 3	
Soil Component Name:	Tamba
Soil Surface Texture:	mucky clay
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:	Very poorly drained

Hydric Status: All hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 61 inches

	Soil Layer Information						
Boundary		Boundary		Classi	Classification		
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	hydraulic conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	9 inches	mucky clay	A-8	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Organic Clay or Organic Silt.	Max: 14 Min: 4	Max: 8.4 Min: 7.9
2	9 inches	51 inches	mucky clay	A-8	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Organic Clay or Organic Silt.	Max: 14 Min: 4	Max: 8.4 Min: 7.9
3	51 inches	77 inches	mucky clay	A-8	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Organic Clay or Organic Silt.	Max: 14 Min: 4	Max: 8.4 Min: 7.9

Soil Map ID: 4	
Soil Component Name:	Valdez
Soil Surface Texture:	silty clay loam
Hydrologic Group:	Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.
Soil Drainage Class:	Poorly drained
Hydric Status: All hydric	
Corrosion Potential - Uncoated Steel:	High
Depth to Bedrock Min:	> 0 inches
Depth to Watertable Min:	> 122 inches

	Soil Layer Information						
	Βοι	Boundary	Classi	Classification			
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	hydraulic conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	9 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 1.4 Min: 0.42	Max: 8.4 Min: 7.4
2	9 inches	40 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 1.4 Min: 0.42	Max: 8.4 Min: 7.4
3	40 inches	59 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 1.4 Min: 0.42	Max: 8.4 Min: 7.4

Soil Map ID: 5	
Soil Component Name:	Diablo
Soil Surface Texture:	clay
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
Hydric Status: Not hydric	
Corrosion Potential - Uncoated Steel:	High
Depth to Bedrock Min:	> 0 inches
Depth to Watertable Min:	> 0 inches

	Soil Layer Information						
	Boundary		Classi	Classification			
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	hydraulic conductivity micro m/sec	Soil Reaction (pH)
1	0 inches	25 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:
2	25 inches	40 inches	silty clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:
3	40 inches	44 inches	weathered bedrock	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	Not reported	Max: Min:	Max: Min:

Soil Map ID: 6	
Soil Component Name:	Water
Soil Surface Texture:	clay
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: Hydric Status: Not hydric	
Corrosion Potential - Uncoated Steel:	Not Reported
Depth to Bedrock Min:	> 0 inches
Depth to Watertable Min:	> 0 inches
No Layer Information available.	

# **GEOCHECK<sup>®</sup> - PHYSICAL SETTING SOURCE SUMMARY**

### 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.

#### WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal FRDS PWS	1.000 Nearest PWS within 1 mile 1.000

#### FEDERAL USGS WELL INFORMATION

		LOCATION
MAP ID	WELL ID	FROM TP
No Wells Found		

#### FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

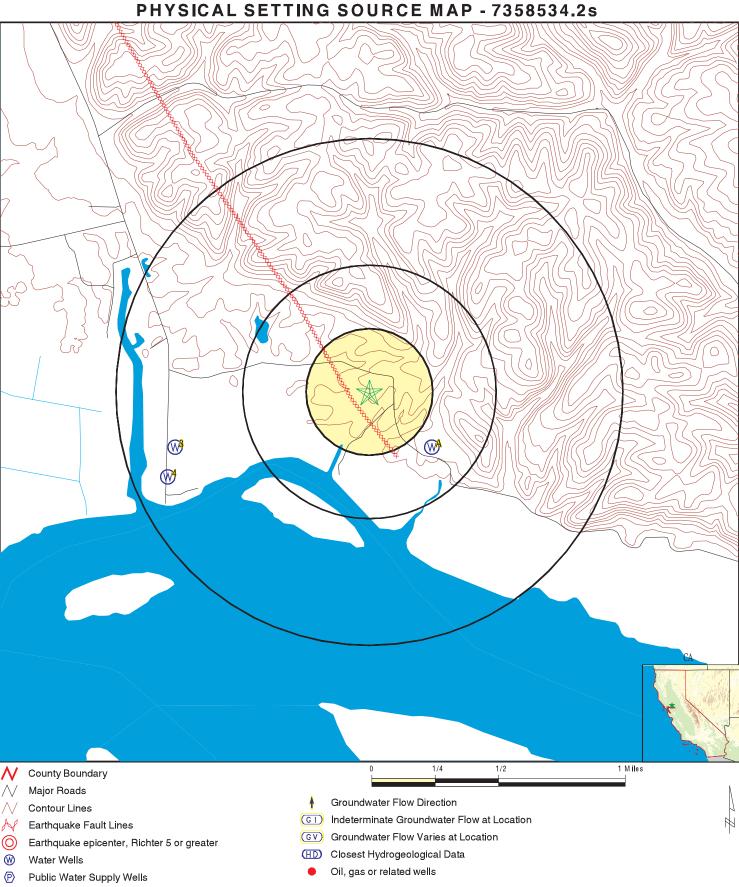
		LOCATION
MAP ID	WELL ID	FROM TP

No PWS System Found

Note: PWS System location is not always the same as well location.

#### STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A1	3276	1/4 - 1/2 Mile SE
A2	CADDW0000005888	1/4 - 1/2 Mile SE
3	3277	1/2 - 1 Mile WSW
4	CADDW000000631	1/2 - 1 Mile WSW



Cluster of Multiple Icons

ADDRESS: No Su	ot Known uisun City CA 94585	CONTACT: INQUIRY #:	Insignia Environmental Lauri Branch 7358534.2s June 07, 2023 3:31 pm
		Copyrig	ht © 2023 EDR, Inc. © 2015 TomTom Rel. 2015.

# **GEOCHECK®- PHYSICAL SETTING SOURCE MAP FINDINGS**

Map ID				
Direction				
Distance Elevation			Database	EDR ID Number
A1 SE 1/4 - 1/2 Mile Higher			CA WELLS	3276
Seq:	3276	Prim sta c:	03N/01E-26	G01 M
Frds no:	4800566001	County:	48	
District:	04	User id:	ENG	
System no:	4800566	Water type:	G	
Source nam:	WELL 01 - INACTIVE	Station ty:		NT/MUN/INTAKE
Latitude:	380440.0	Longitude:	1214950.0	
Precision:		Status:	IR	
Comment 1:	6414 STRATTON LN SUISUN LOCATED			
Comment 2: Comment 4:	VILLE Not Reported	Comment 3: Comment 5:	Not Reporte Not Reporte	
Comment 6:	Not Reported Not Reported	Comment 7:	Not Reporte	
Comment o.	Not Reported	Comment 7.	Not Reporte	u
System no:	4800566	System nam:		ishing Resort
Hqname:	Not Reported	Address:	Not Reporte	
City:	Not Reported	State:	Not Reporte	
Zip:	Not Reported	Zip ext:	Not Reporte	d
Pop serv:	0	Connection:	0	
Area serve:	Not Reported			
A2 SE /4 - 1/2 Mile			CA WELLS	CADDW000005888
6E /4 - 1/2 Mile	4800566-001 Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=4 Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu	MUNI Not R	CIPAL
<b>E</b> /4 - 1/2 Mile ligher Well ID: Source: Other Name: Groundwater Quality Data:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=4	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num=	MUNI Not R	CIPAL
E /4 - 1/2 Mile ligher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: /SW /2 - 1 Mile	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=4	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num=	MUNI Not R ıblic/GamaDat	CIPAL eported aDisplay.asp?dataset=DHS&san
E /4 - 1/2 Mile ligher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: /SW /2 - 1 Mile	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=4 Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num=	MUNI Not R ıblic/GamaDat	CIPAL eported aDisplay.asp?dataset=DHS&san
E 4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: /SW /2 - 1 Mile ower	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=4 Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num=	MUNI Not R Iblic/GamaDat	CIPAL eported aDisplay.asp?dataset=DHS&san
E 4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: SW 2 - 1 Mile ower Seq:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=4 Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num=	MUNI Not R ublic/GamaDat CA WELLS 03N/01E-27 48 ENG	CIPAL eported aDisplay.asp?dataset=DHS&san
E 4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: SW 2 - 1 Mile ower Seq: Frds no:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=- Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type:	MUNI Not R ublic/GamaDat CA WELLS 03N/01E-27 48	CIPAL eported aDisplay.asp?dataset=DHS&sar
E 4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: SW 2 - 1 Mile ower Seq: Frds no: District:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=4 Not Reported 3277 4800511001 04	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty:	MUNI Not R ublic/GamaDat CA WELLS 03N/01E-27 48 ENG G	CIPAL eported aDisplay.asp?dataset=DHS&sar
E 4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: Sw 2 - 1 Mile ower Seq: Frds no: District: System no: Source nam: Latitude:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=4 Not Reported 3277 4800511001 04 4800511 WELL 01 380440.0	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty: Longitude:	MUNI Not R ublic/GamaDat CA WELLS 03N/01E-27 48 ENG G WELL/AMBI 1215055.0	CIPAL eported aDisplay.asp?dataset=DHS&sar <b>3277</b> G02 M
E 4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: /SW /2 - 1 Mile ower Seq: Frds no: District: System no: Source nam: Latitude: Precision:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=- Not Reported 3277 4800511001 04 4800511 WELL 01 380440.0 3	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty: Longitude: Status:	MUNI Not R Iblic/GamaDat CA WELLS 03N/01E-27 48 ENG G WELL/AMBI 1215055.0 AR	CIPAL eported aDisplay.asp?dataset=DHS&sar <b>3277</b> G02 M
E /4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: /SW /2 - 1 Mile ower Seq: Frds no: District: System no: Source nam: Latitude: Precision: Comment 1:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=-/ Not Reported 3277 4800511001 04 4800511 WELL 01 380440.0 3 1092 COLLINSVILLE RD SUISUN WELL L	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty: Longitude: Status: OCATED NEAR SACRAME	MUNI Not R Iblic/GamaDat CA WELLS 03N/01E-27 48 ENG G WELL/AMBI 1215055.0 AR NTO RIVER	CIPAL eported aDisplay.asp?dataset=DHS&san 3277 G02 M NT/MUN/INTAKE
E 4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: //SW /2 - 1 Mile ower Seq: Frds no: District: System no: Source nam: Latitude: Precision: Comment 1: Comment 2:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=-/ Not Reported 3277 4800511001 04 4800511 WELL 01 380440.0 3 1092 COLLINSVILLE RD SUISUN WELL L Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty: Longitude: Status: OCATED NEAR SACRAME Comment 3:	MUNI Not R Iblic/GamaDat CA WELLS 03N/01E-27 48 ENG G WELL/AMBI 1215055.0 AR NTO RIVER Not Reporte	CIPAL eported aDisplay.asp?dataset=DHS&sar 3277 G02 M NT/MUN/INTAKE
E 4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: SeqTracker Data: Seq: Frds no: District: System no: Source nam: Latitude: Precision: Comment 1: Comment 2: Comment 4:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=- Not Reported 3277 4800511001 04 4800511 WELL 01 380440.0 3 1092 COLLINSVILLE RD SUISUN WELL L Not Reported Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty: Longitude: Status: OCATED NEAR SACRAME Comment 3: Comment 5:	MUNI Not R Iblic/GamaDat CA WELLS 03N/01E-27 48 ENG G WELL/AMBI 1215055.0 AR NTO RIVER Not Reporte Not Reporte	CIPAL eported aDisplay.asp?dataset=DHS&sar 3277 G02 M NT/MUN/INTAKE
E /4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: //SW /2 - 1 Mile ower Seq: Frds no: District: System no: Source nam: Latitude: Precision: Comment 1: Comment 2:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=-/ Not Reported 3277 4800511001 04 4800511 WELL 01 380440.0 3 1092 COLLINSVILLE RD SUISUN WELL L Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty: Longitude: Status: OCATED NEAR SACRAME Comment 3:	MUNI Not R Iblic/GamaDat CA WELLS 03N/01E-27 48 ENG G WELL/AMBI 1215055.0 AR NTO RIVER Not Reporte	CIPAL eported aDisplay.asp?dataset=DHS&san  3277 G02 M NT/MUN/INTAKE d
E 4 - 1/2 Mile igher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: /SW /2 - 1 Mile ower Seq: Frds no: District: System no: Source nam: Latitude: Precision: Comment 1: Comment 2: Comment 4: Comment 6:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name=- Not Reported 3277 4800511001 04 4800511 WELL 01 380440.0 3 1092 COLLINSVILLE RD SUISUN WELL L Not Reported Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty: Longitude: Status: OCATED NEAR SACRAME Comment 3: Comment 5: Comment 7:	MUNI Not R Iblic/GamaDat CA WELLS 03N/01E-27 48 ENG G WELL/AMBI 1215055.0 AR NTO RIVER Not Reporte Not Reporte Not Reporte	CIPAL eported aDisplay.asp?dataset=DHS&sar 3277 G02 M NT/MUN/INTAKE
E /4 - 1/2 Mile ligher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: ///////////////////////////////////	3277 4800511001 04 4800511 04 380440.0 3 1092 COLLINSVILLE RD SUISUN WELL L Not Reported 3 1092 COLLINSVILLE RD SUISUN WELL L Not Reported Not Reported Not Reported Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty: Longitude: Status: OCATED NEAR SACRAME Comment 3: Comment 5:	MUNI Not R Iblic/GamaDat CA WELLS 03N/01E-27 48 ENG G WELL/AMBI 1215055.0 AR NTO RIVER Not Reporte Not Reporte Not Reporte Not Reporte Not Reporte	CIPAL eported aDisplay.asp?dataset=DHS&sar <b>3277</b> G02 M NT/MUN/INTAKE d d d
E /4 - 1/2 Mile ligher Well ID: Source: Other Name: Groundwater Quality Data: GeoTracker Data: VSW /2 - 1 Mile ower Seq: Frds no: District: System no: Source nam: Latitude: Precision: Comment 1: Comment 2: Comment 4: Comment 6: System no:	Department of Health Services WELL 01 - INACTIVE https://gamagroundwater.waterboard date=&global_id=&assigned_name= Not Reported 3277 4800511001 04 4800511 WELL 01 380440.0 3 1092 COLLINSVILLE RD SUISUN WELL L Not Reported Not Reported Not Reported Not Reported	Well Type: GAMA PFAS Testing: s.ca.gov/gama/gamamap/pu 4800566-001&store_num= Prim sta c: County: User id: Water type: Station ty: Longitude: Status: OCATED NEAR SACRAME Comment 3: Comment 5: Comment 7: System nam:	MUNI Not R Iblic/GamaDat CA WELLS 03N/01E-27 48 ENG G WELL/AMBI 1215055.0 AR NTO RIVER Not Reporte Not Reporte Not Reporte	CIPAL eported aDisplay.asp?dataset=DHS&san <b>3277</b> G02 M NT/MUN/INTAKE d d d Vater Works d

## **GEOCHECK®- PHYSICAL SETTING SOURCE MAP FINDINGS**

Pop serv: Area serve:	30 Not Reported	Connection:	0
Sample date: Chemical: Dlr:	03-OCT-17 ARSENIC 2.	Finding: Report units:	21. UG/L
Sample date: Chemical: Dlr:	03-OCT-17 SPECIFIC CONDUCTANCE 0.	Finding: Report units:	1400. US
Sample date: Chemical: Dlr:	12-MAY-15 BICARBONATE ALKALINITY 0.	Finding: Report units:	427. MG/L
Sample date: Chemical: Dlr:	12-MAY-15 CARBONATE ALKALINITY 0.	Finding: Report units:	8.5 MG/L
Sample date: Chemical: Dlr:	12-MAY-15 HARDNESS (TOTAL) AS CACO3 0.	Finding: Report units:	14.3 MG/L
Sample date: Chemical: Dlr:	12-MAY-15 CALCIUM 0.	Finding: Report units:	4.9 MG/L
Sample date: Chemical: Dlr:	12-MAY-15 MAGNESIUM 0.	Finding: Report units:	0.5 MG/L
Sample date: Chemical: Dlr:	12-MAY-15 SODIUM 0.	Finding: Report units:	300. MG/L
Sample date: Chemical: Dlr:	12-MAY-15 POTASSIUM 0.	Finding: Report units:	2.5 MG/L
Sample date: Chemical: Dlr:	12-MAY-15 CHLORIDE 0.	Finding: Report units:	134. MG/L
Sample date: Chemical: Dlr:	12-MAY-15 SULFATE 0.5	Finding: Report units:	72. MG/L
Sample date: Chemical: Dlr:	12-MAY-15 FLUORIDE (F) (NATURAL-SOURCE) 0.1	Finding: Report units:	0.28 MG/L
Sample date: Chemical: Dlr:	12-MAY-15 TOTAL DISSOLVED SOLIDS 0.	Finding: Report units:	736. MG/L
Sample date: Chemical: Dlr:	12-MAY-15 LANGELIER INDEX @ 60 C 0.	Finding: Report units:	0.75 Not Reported
Sample date: Chemical: Dlr:	12-MAY-15 TURBIDITY, LABORATORY 0.1	Finding: Report units:	3.3 NTU

## **GEOCHECK®- PHYSICAL SETTING SOURCE MAP FINDINGS**

0.		CA WELLS CADDW00000063
SPECIFIC CONDUCTANCE	Report units:	US
0. 12-MAY-15	Finding:	1190.
12-MAY-15	Finding:	3. UNITS
12-MAY-15 PH, LABORATORY 0.	Finding: Report units:	8.5 Not Reported
12-MAY-15 ALKALINITY (TOTAL) AS CACO3 0.	Finding: Report units:	350. MG/L
GROSS ALPHA MDA95 0.	Report units:	PCI/L
0. 12-MAY-15	Finding:	1.07
12-MAY-15 GROSS ALPHA COUNTING ERROR 0	Finding: Report units:	0.191 PCI/L
12-MAY-15 IRON 100.	Finding: Report units:	540. UG/L
12-MAY-15 SPECIFIC CONDUCTANCE 0.	Finding: Report units:	1200. US
	SPECIFIC CONDUCTANCE 0. 12-MAY-15 IRON 100. 12-MAY-15 GROSS ALPHA COUNTING ERROR 0. 12-MAY-15 GROSS ALPHA MDA95 0. 12-MAY-15 ALKALINITY (TOTAL) AS CACO3 0. 12-MAY-15 PH, LABORATORY 0. 12-MAY-15 COLOR 0. 12-MAY-15 SPECIFIC CONDUCTANCE	SPECIFIC CONDUCTANCE 0.Report units:12-MAY-15 IRON 100.Finding: Report units:12-MAY-15 GROSS ALPHA COUNTING ERROR 0.Finding: Report units:12-MAY-15 GROSS ALPHA MDA95 0.Finding: Report units:12-MAY-15 GROSS ALPHA MDA95 0.Finding: Report units:12-MAY-15 GROSS ALPHA MDA95 0.Finding: Report units:12-MAY-15 O.Finding: Report units:12-MAY-15 0.Finding: Report units:12-MAY-15 0.Finding: Report units:12-MAY-15 0.Finding: Report units:12-MAY-15 0.Finding: Report units:12-MAY-15 0.Finding: Report units:12-MAY-15 0.Finding: Report units:12-MAY-15 0.Finding: Report units:12-MAY-15 0.Finding: Report units:

Other Name:

WELL 01 GAMA PFAS Testing: Not Reported Groundwater Quality Data: https://gamagroundwater.waterboards.ca.gov/gama/gamamap/public/GamaDataDisplay.asp?dataset=DHS&samp\_ date=&global\_id=&assigned\_name=4800511-001&store\_num= GeoTracker Data: 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
94585	8	0

Federal EPA Radon Zone for SOLANO County: 3

```
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 Zip Code: 94585

Number of sites tested: 4

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.225 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported

#### **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.

Current USGS 7.5 Minute Topographic Map Source: U.S. Geological Survey

#### 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, 2010 and 2015 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory

Source: Department of Fish and Wildlife 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.

#### 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.

#### **OTHER STATE DATABASE INFORMATION**

Groundwater Ambient Monitoring & Assessment Program

State Water Resources Control Board

Telephone: 916-341-5577

The GAMA Program is Californias comprehensive groundwater quality monitoring program. GAMA collects data by testing the untreated, raw water in different types of wells for naturally-occurring and man-made chemicals. The GAMA data includes Domestic, Monitoring and Municipal well types from the following sources, Department of Water Resources, Department of Heath Services, EDF, Agricultural Lands, Lawrence Livermore National Laboratory, Department of Pesticide Regulation, United States Geological Survey, Groundwater Ambient Monitoring and Assessment Program and Local Groundwater Projects.

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.

California Oil and Gas Well Locations

Source: Dept of Conservation, Geologic Energy Management Division Telephone: 916-323-1779 Oil and Gas well locations in the state.

California Earthquake Fault Lines

Source: California Division of Mines and Geology

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.

#### RADON

State Database: CA Radon Source: Department of Public Health Telephone: 916-210-8558 Radon Database for California

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

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.

#### 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.

**Collinsville Substation** Not Known Suisun City, CA 94585

Inquiry Number: 7358534.5 June 12, 2023

# The EDR-City Directory Image Report



6 Armstrong Road Shelton, CT 06484 800.352.0050 www.edrnet.com

## **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, LLC. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. This Report is provided on an "AS IS", "AS AVAILABLE" basis. NO WARRANTY EXPRESS OR IMPLIED IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, LLC AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS REPORT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THIS REPORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES. LLC OR ITS SUBSIDIARIES. AFFILIATES OR THIRD PARTY SUPPLIERS BE LIABLE TO ANYONE FOR ANY DIRECT. INCIDENTAL, INDIRECT, SPECIAL. CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS REPORT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THIS REPORT. 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 an assessment performed by a qualified environmental professional can provide findings, opinions or conclusions regarding the environmental risk or conditions in, on or at any property.

Copyright 2023 by Environmental Data Resources, LLC. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, LLC, or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, LLC 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 business directory data at approximately five year intervals.

## **RECORD SOURCES**

The EDR City Directory Report accesses a variety of business directory sources, including Haines, InfoUSA, Polk, Cole, Bresser, and Stewart. Listings marked as EDR Digital Archive access Cole and InfoUSA records. The various directory sources enhance and complement each other to provide a more thorough and accurate 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.

## **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>	Cross Street	<u>Source</u>
2020			EDR Digital Archive
2017			Cole Information
2014			Cole Information
2010			Cole Information
2005			Cole Information
2000	$\checkmark$		Cole Information
1995			Cole Information
1992			Cole Information
1987			Polk's City Directory
1982			Polk's City Directory
1977			Polk's City Directory
1972			Polk's City Directory
1968			Polk's City Directory
1963			Polk's City Directory

# FINDINGS

## TARGET PROPERTY STREET

Not Known Suisun City, CA 94585

<u>Year</u>	<u>CD Image</u>	<u>Source</u>	
STRATTON	LN		
2020	-	EDR Digital Archive	Target and Adjoining not listed in Source
2017	-	Cole Information	Target and Adjoining not listed in Source
2014	-	Cole Information	Target and Adjoining not listed in Source
2010	-	ColeInformation	Target and Adjoining not listed in Source
2005	-	Cole Information	Target and Adjoining not listed in Source
2000	pg A1	Cole Information	
1995	-	Cole Information	Target and Adjoining not listed in Source
1992	-	Cole Information	Target and Adjoining not listed in Source
1987	-	Polk's City Directory	Street not listed in Source
1982	-	Polk's City Directory	Street not listed in Source
1977	-	Polk's City Directory	Street not listed in Source
1972	-	Polk's City Directory	Street not listed in Source
1968	-	Polk's City Directory	Street not listed in Source
1963	-	Polk's City Directory	Street not listed in Source

# FINDINGS

## **CROSS STREETS**

<u>Year</u>

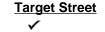
<u>Source</u>

<u>CD Image</u>

## LATIN LN

2020	-	EDR Digital Archive	Street not listed in Source
2017	-	ColeInformation	Street not listed in Source
2014	-	ColeInformation	Street not listed in Source
2010	-	ColeInformation	Street not listed in Source
2005	-	ColeInformation	Street not listed in Source
2000	-	ColeInformation	Street not listed in Source
1995	-	ColeInformation	Street not listed in Source
1992	-	ColeInformation	Street not listed in Source
1987	-	Polk's City Directory	Street not listed in Source
1982	-	Polk's City Directory	Street not listed in Source
1977	-	Polk's City Directory	Street not listed in Source
1972	-	Polk's City Directory	Street not listed in Source
1968	-	Polk's City Directory	Street not listed in Source
1963	-	Polk's City Directory	Street not listed in Source

**City Directory Images** 



Cross Street

-

Source Cole Information

# STRATTON LN 2000

6414 GOLDEN, EDGAR

# **Collinsville Substation**

Not Known Suisun City, CA 94585

Inquiry Number: 7358534.8 June 07, 2023

# The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

# EDR Aerial Photo Decade Package

## Site Name:

### Client Name:

06/07/23

Collinsville Substation Not Known Suisun City, CA 94585 EDR Inquiry # 7358534.8 Insignia Environmental 545 Middlefield Road, Suite 210 Menlo Park, CA 94025 Contact: Lauri Branch



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

#### Search Results:

e cui chi						
Year	Scale	Details	Source			
2020	1"=500'	Flight Year: 2020	USDA/NAIP			
2020	1"=500' 1"=500'	Flight Year: 2016	USDA/NAIP			
2012	1"=500'	Flight Year: 2012	USDA/NAIP			
2009	1"=500'	Flight Year: 2009	USDA/NAIP			
2006	1"=500'	Flight Year: 2006	USDA/NAIP			
1993	1"=500'	Acquisition Date: June 12, 1993	USGS/DOQQ			
1984	1"=500'	Flight Date: June 08, 1984	USDA			
1979	1"=500'	Flight Date: August 16, 1979	USDA			
1972	1"=500'	Flight Date: July 06, 1972	USDA			
1966	1"=500'	Flight Date: June 26, 1966	USDA			
1963	1"=500'	Flight Date: July 15, 1963	EDR Proprietary Aerial Viewpoint			
1957	1"=500'	Flight Date: August 02, 1957	USDA			
1952	1"=500' 1"=500'	Flight Date: August 02, 1952	USDA			
1937	1"=500'	Flight Date: August 25, 1937	USDA			

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.

#### **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, LLC. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. This Report is provided on an "AS IS", "AS AVAILABLE" basis. NO WARRANTY EXPRESS OR IMPLIED IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, LLC AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS REPORT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THIS REPORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, LLC OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS BE LIABLE TO ANYONE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS REPORT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THIS REPORT. 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 an assessment performed by a qualified environmental professional can provide findings, opinions or conclusions regarding the environmental risk or conditions in, on or at any property Copyright 2023 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. LLC or its affiliates. All other trademarks used herein

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

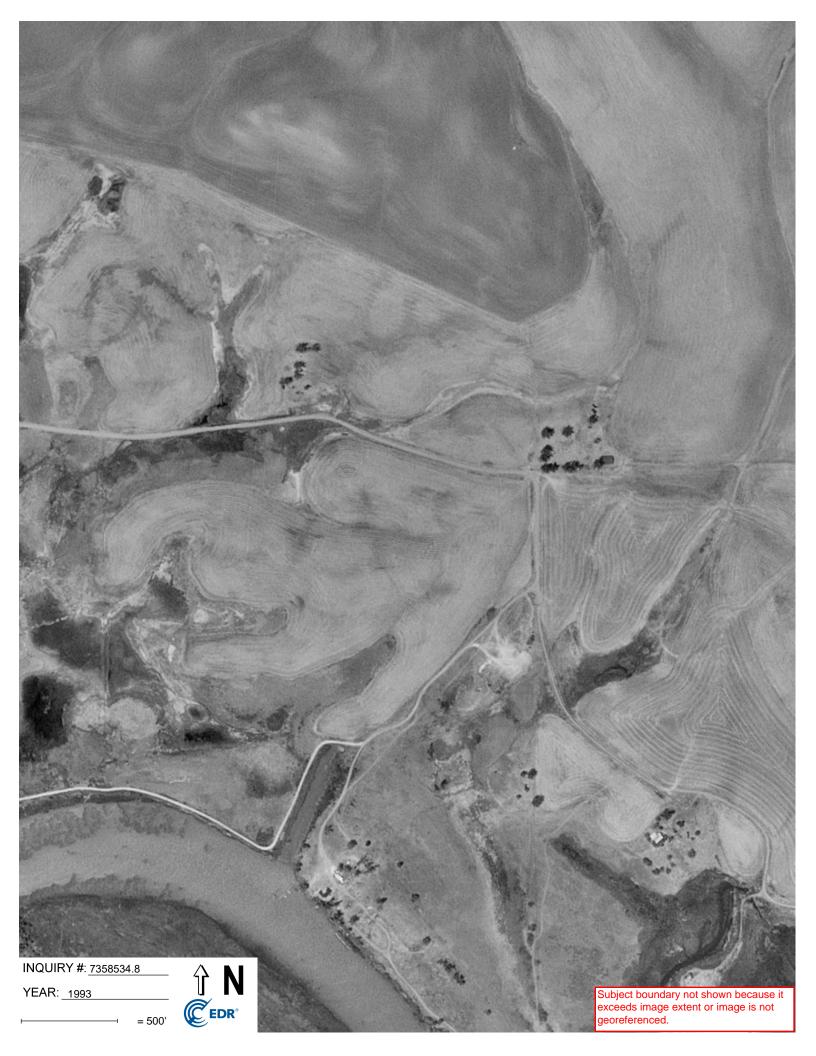










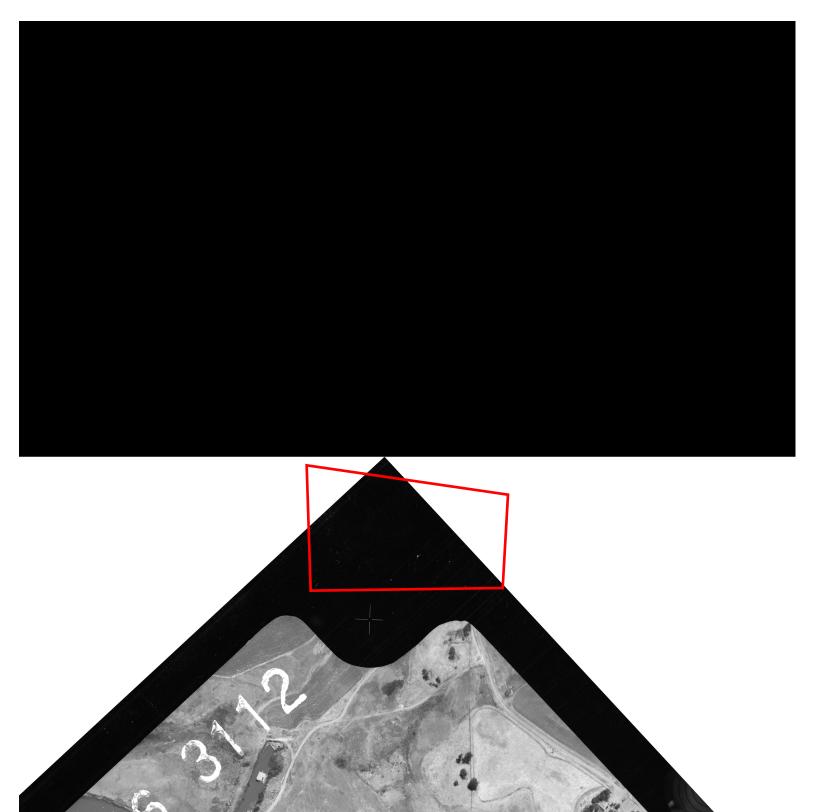










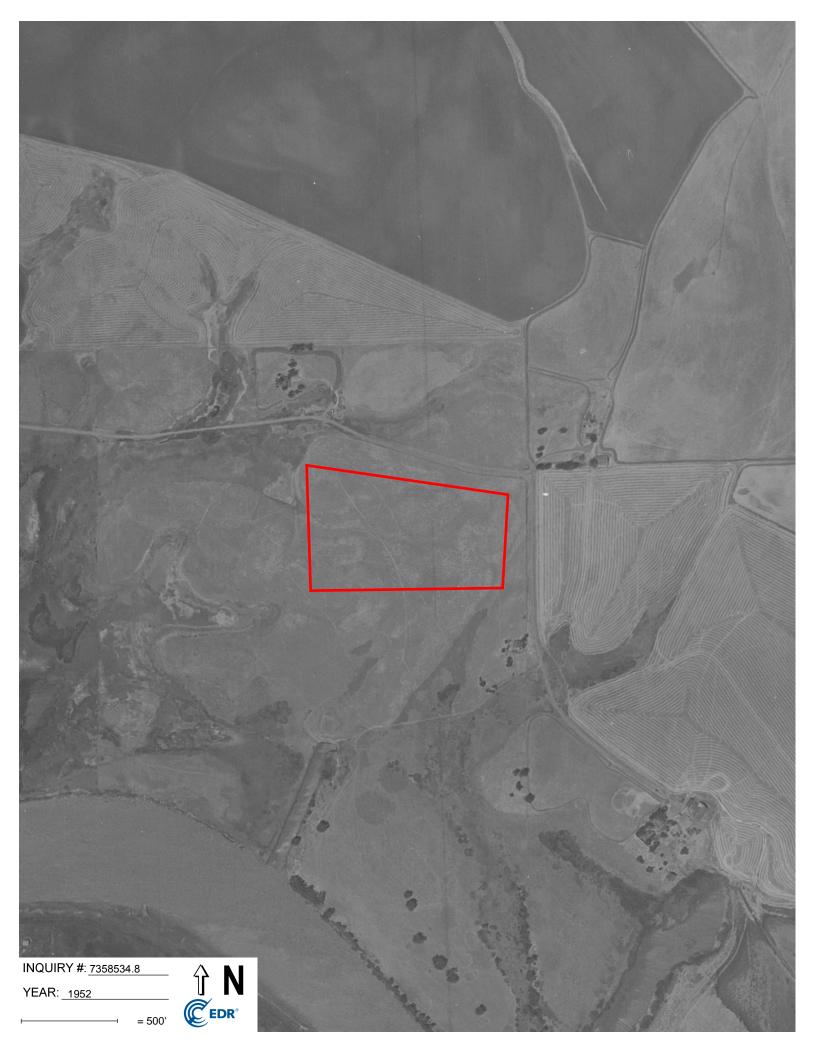


INQUIRY #: 7358534.8

YEAR: 1963

= 500'







Collinsville Substation Not Known Suisun City, CA 94585

Inquiry Number: 7358534.4 June 07, 2023

# EDR Historical Topo Map Report with QuadMatch™



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

# EDR Historical Topo Map Report

## Site Name:

Not Known

**Collinsville Substation** 

Suisun City, CA 94585 EDR Inquiry # 7358534.4

## **Client Name:**

Insignia Environmental 545 Middlefield Road, Suite 210 Menlo Park, CA 94025 Contact: Lauri Branch



06/07/23

EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Insignia Environmental 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. EDRs 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 Resu	ılts:	Coordinates:	Coordinates:	
P.O.#	Project Number 230009	Latitude:	38.080862 38° 4' 51" North	
Project:	Collinsville Substation	Longitude:	-121.835605 -121° 50' 8" West	
-		UTM Zone:	Zone 10 North	
		UTM X Meters:	602120.11	
		UTM Y Meters:	4215426.94	
		Elevation:	37.93' above sea level	
Maps Provid	led:			
2018	1907			
2015				
2012				
1978				
1968				
1953				
1918				
1908				

#### **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, LLC. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. This Report is provided on an "AS IS", "AS AVAILABLE" basis. NO WARRANTY EXPRESS OR IMPLIED IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, LLC AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS REPORT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THIS REPORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, LLC OR ITS SUBSIDIARIES, AFFILIATES OR ANY ONE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS REPORT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THIS REPORT. 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 or conditions in, on or at any property.

Copyright 2023 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, LLC 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.

# 2018 Source Sheets



Antioch North 2018 7.5-minute, 24000

# **2015 Source Sheets**



Antioch North 2015 7.5-minute, 24000

# 2012 Source Sheets



Antioch North 2012 7.5-minute, 24000

# **1978 Source Sheets**



Antioch North 1978 7.5-minute, 24000 Aerial Photo Revised 1974

# **Topo Sheet Key**

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

# **1968 Source Sheets**



Antioch North 1968 7.5-minute, 24000 Aerial Photo Revised 1968

## **1953 Source Sheets**



Antioch North 1953 7.5-minute, 24000 Aerial Photo Revised 1949

## **1918 Source Sheets**



Collinsville 1918 7.5-minute, 31680

# **1908 Source Sheets**



Antioch 1908 15-minute, 62500

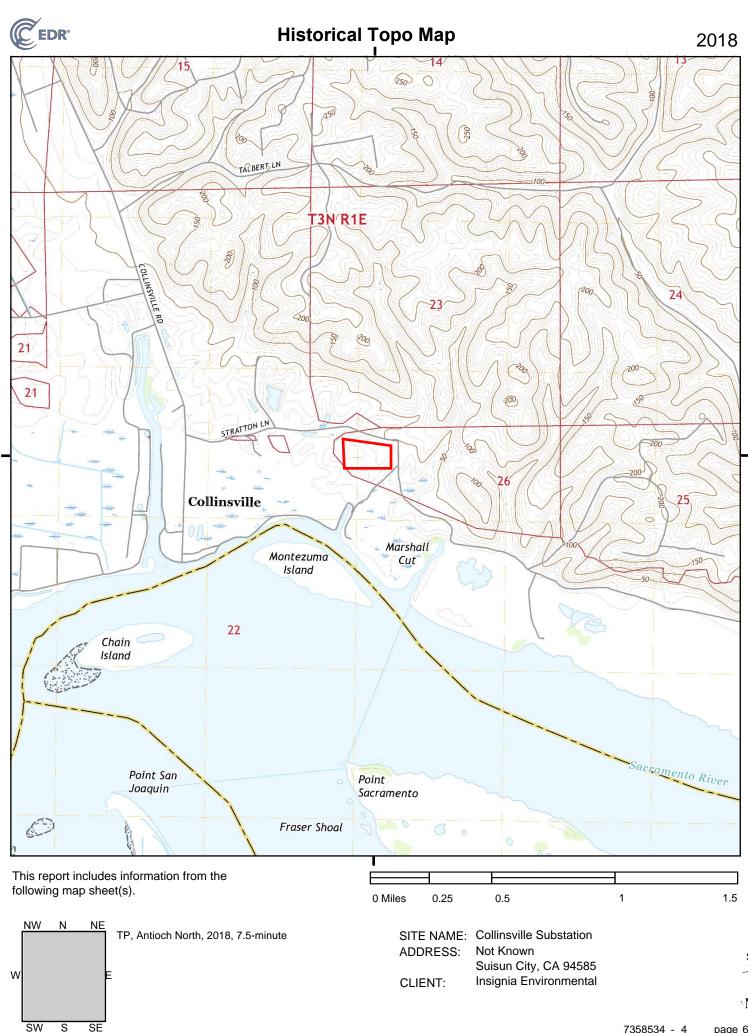
# Topo Sheet Key

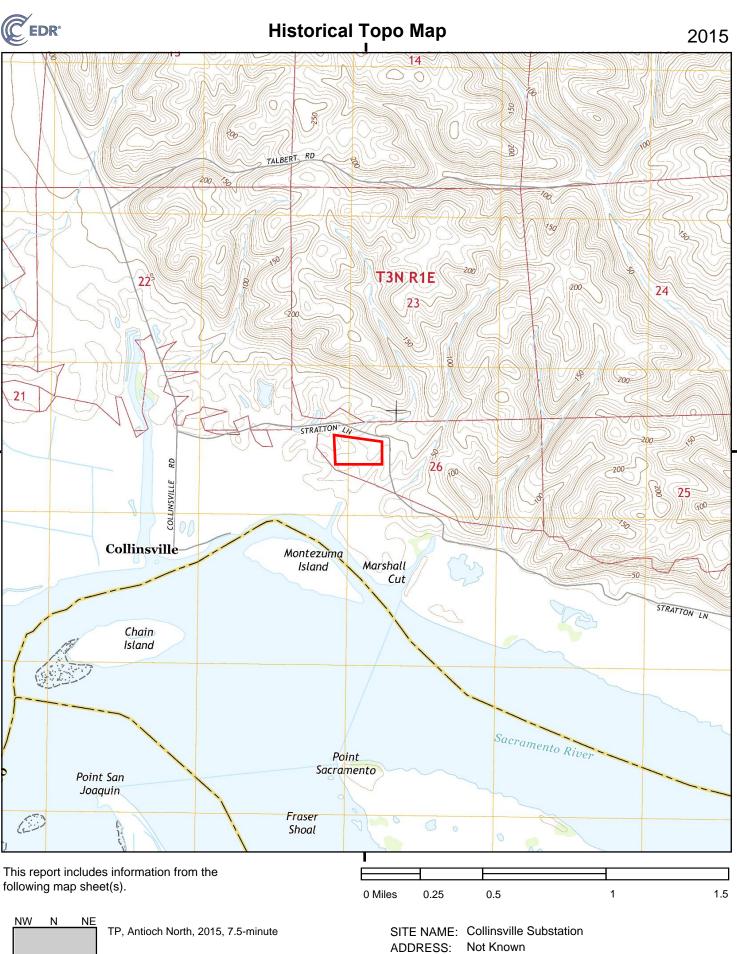
This EDR Topo Map Report is based upon the following USGS topographic map sheets.

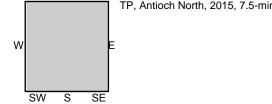
# **1907 Source Sheets**



Antioch 1907 15-minute, 62500



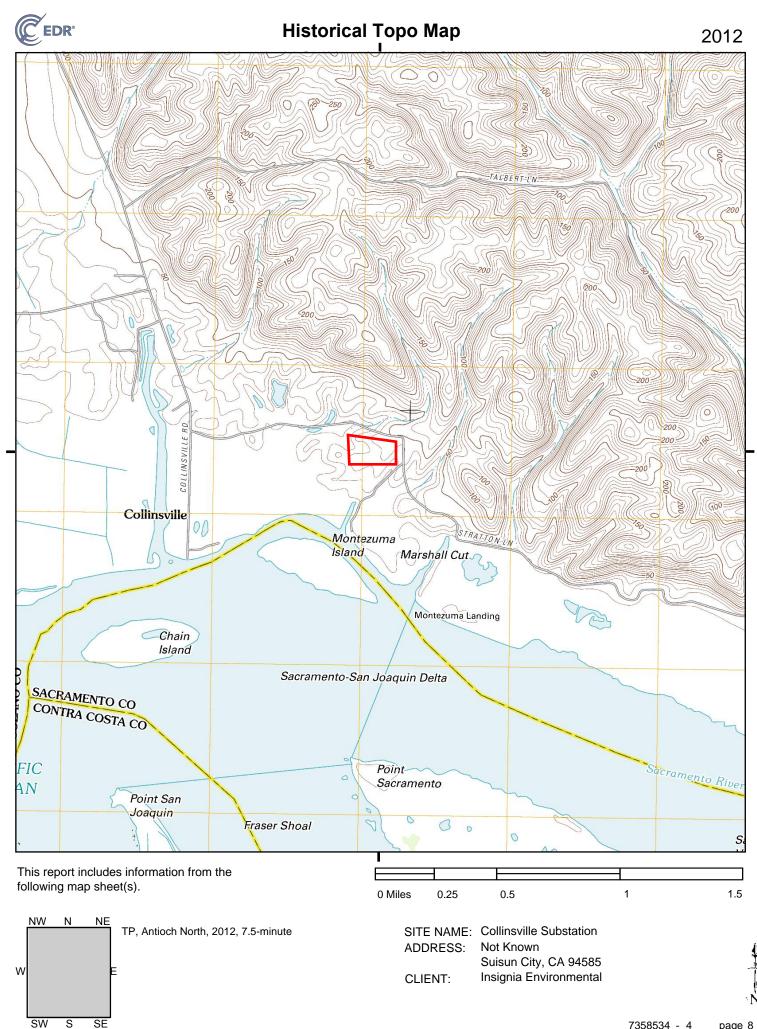




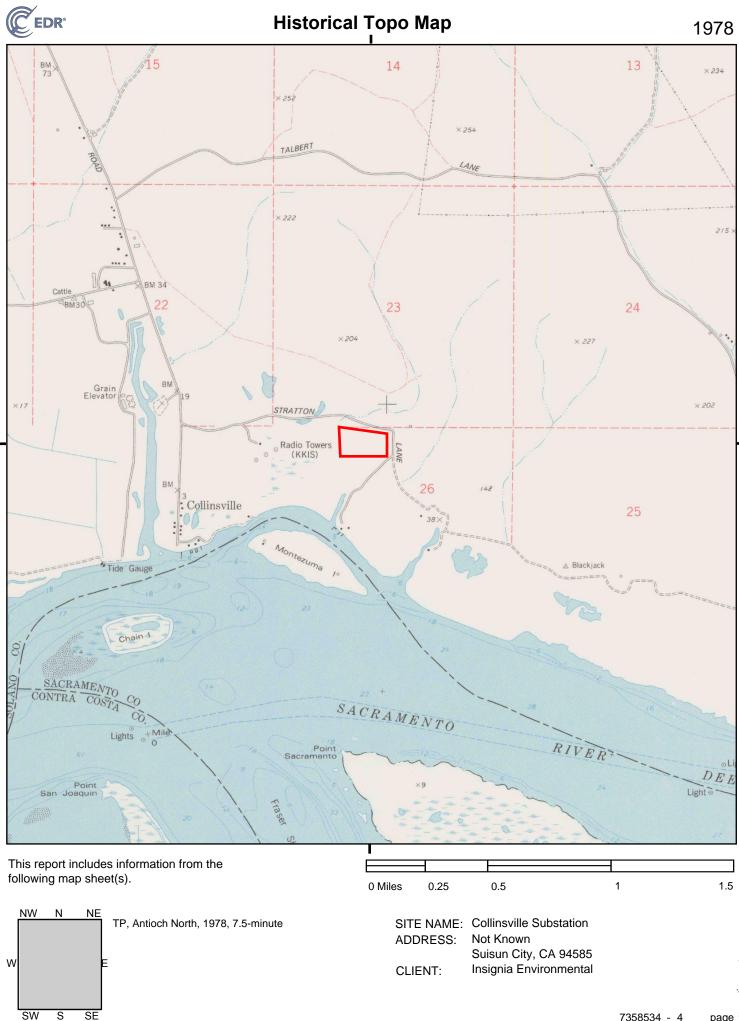
Suisun City, CA 94585

Insignia Environmental

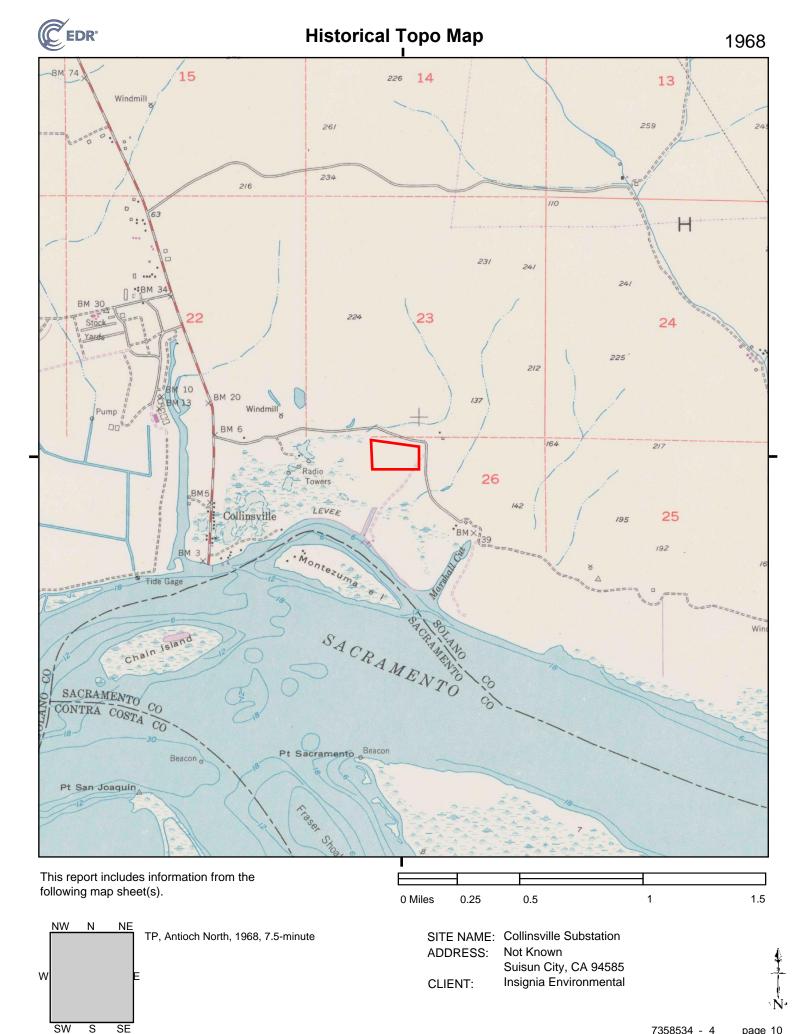
CLIENT:

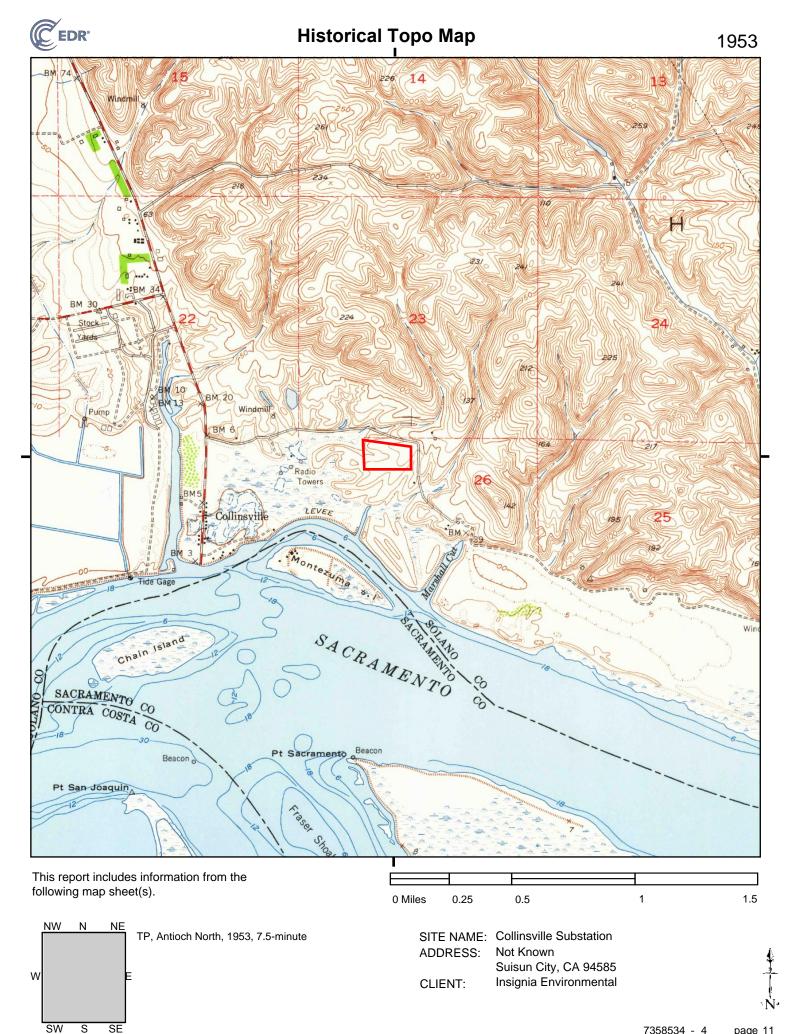


<sup>7358534 - 4</sup> page 8



7358534 - 4 page 9







W

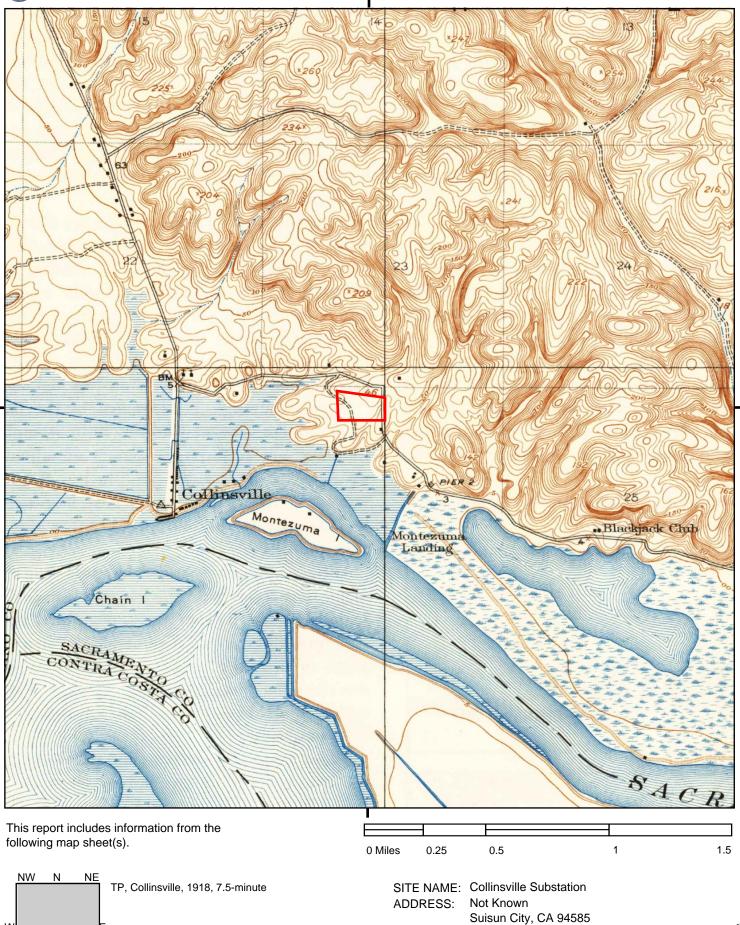
SW

S

SE

**Historical Topo Map** 

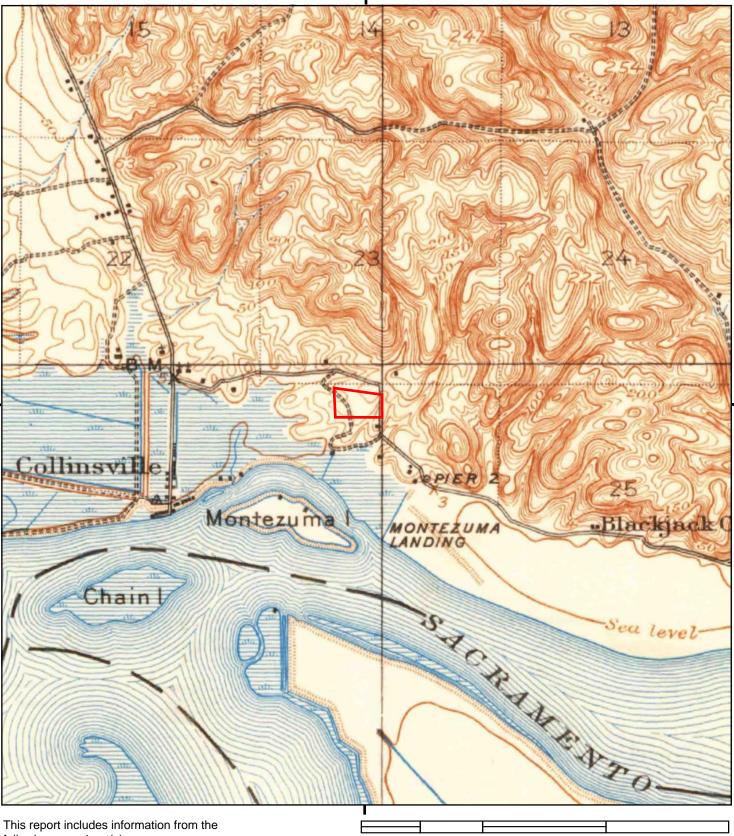




Insignia Environmental

CLIENT:

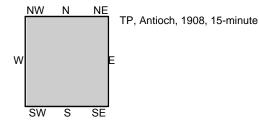




0 Miles

0.25

This report includes information from the following map sheet(s).



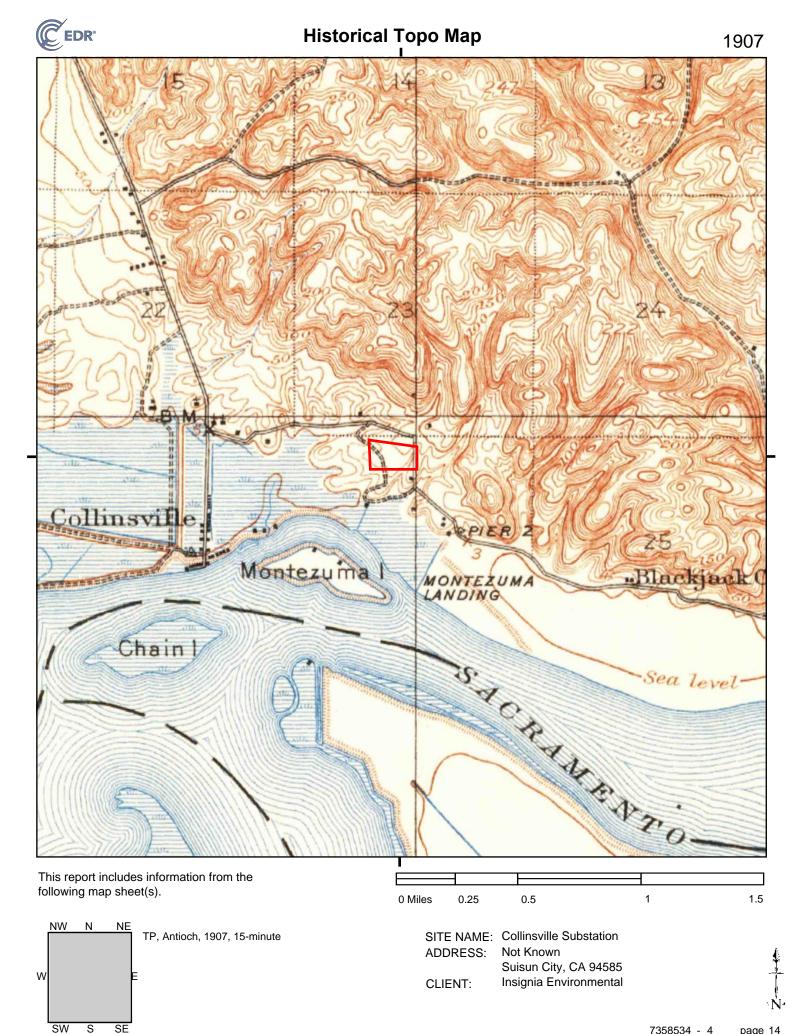
SITE NAME: Collinsville Substation Not Known ADDRESS: Suisun City, CA 94585 Insignia Environmental CLIENT:

0.5

1908

1.5

1



S

Collinsville Substation Not Known Suisun City, CA 94585

Inquiry Number: 7358534.3 June 07, 2023

# **Certified Sanborn® Map Report**



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

# Certified Sanborn® Map Report

#### Site Name:

Collinsville Substation Not Known Suisun City, CA 94585 EDR Inquiry # 7358534.3

#### Client Name:

Insignia Environmental 545 Middlefield Road, Suite 210 Menlo Park, CA 94025 Contact: Lauri Branch



06/07/23

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Insignia Environmental 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.

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 # 6BFB-406B-91EA

PO # Project Number 230009

Project Collinsville Substation

## **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.



Sanborn® Library search results Certification #: 6BFB-406B-91EA

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**

Insignia Environmental (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, LLC. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. This Report is provided on an "AS IS", "AS AVAILABLE" basis. NO WARRANTY EXPRESS OR IMPLIED IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, LLC AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS REPORT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THIS REPORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, LLC OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS OR THIRD PARTY SUPPLIERS OR THIRD PARTY SUPPLIERS OR THIRD PARTY SUPPLIERS BE LIABLE TO ANYONE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS REPORT OR ANY OF THE DATA AND INFORMATION PROVIDED IN THIS REPORT. 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 or conditions in, on or at any property.

Copyright 2023 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, LLC or its affiliates. All other trademarks used herein are the property of their respective owners.