



# County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING  
STEVEN E. WHITE, DIRECTOR

## Planning Commission Staff Report Consent Agenda Item No. 3 June 30, 2016

**SUBJECT:** Initial Study No. 6585 and Unclassified Conditional Use Permit  
No. 3383 – First Time Extension

Grant a first one-year time extension to exercise Unclassified Conditional Use Permit No. 3383 which authorizes a photovoltaic solar power generation facility with related improvements including a switching station, 9 inverter units, a battery energy storage system, and an eight-foot-tall chain-link fence on portions of a 156.79-acre parcel and a 160.00-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District. The proposed facility will connect to an existing Pacific Gas & Electric Company (PG&E) substation which abuts the southeast corner of the subject 156.79-acre parcel.

**LOCATION:** The project site is located on the north side of Mountain View Avenue, between the Stanislaus Avenue alignment and the Oil City Road alignment, approximately eight miles southwest of the nearest city limits of the City of San Joaquin (Sup. Dist. 1) (APNs 038-080-11S, 038-080-31S).

**OWNER:** Jill Burford-Minnick  
**APPLICANT:** Giffen Solar Park, LLC

**STAFF CONTACT:** Derek Chambers, Planner  
(559) 600-4205

Chris Motta, Principal Planner  
(559) 600-4227

**RECOMMENDATION:**

- Approve a first one-year Time Extension for Unclassified Conditional Use Permit No. 3383; and
- Direct the Secretary to prepare a resolution documenting the Commission's action.

**EXHIBITS:**

1. Location Map
2. Existing Zoning Map
3. Existing Land Use Map
4. Applicant's correspondence requesting a first one-year Time Extension
5. Board of Supervisors Agenda Item dated June 3, 2014
6. Planning Commission Staff Report dated April 24, 2014

**ENVIRONMENTAL DETERMINATION:**

A Mitigated Negative Declaration (MND) prepared for Initial Study No. 6585 was approved by the Board of Supervisors in accordance with the California Environmental Quality Act (CEQA) with approval of Unclassified Conditional Use Permit No. 3383 on June 3, 2014.

According to Section 15162(a) of the CEQA Guidelines, when an MND is adopted for a project, no subsequent MND shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following: 1) Substantial changes are proposed in the project which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously-identified significant effects; 2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously-identified significant effects; 3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous MND was adopted, shows any of the following: (A) The project will have one or more significant effects not discussed in the previous MND; (B) Significant effects previously examined will be substantially more severe than shown in the previous MND; (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous MND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

This Time Extension request does not propose changes to the approved project, nor is there evidence of the circumstances noted in Conditions 1, 2 or 3 above. Therefore, a subsequent/supplemental environmental document is not required.

**PUBLIC NOTICE:**

Notices were sent to 9 property owners within 1,320 feet of the subject property, exceeding the minimum notification requirements prescribed by the California Government Code and County Zoning Ordinance. An additional four notices were sent to interested parties requesting notification of this type of project.



**PROCEDURAL CONSIDERATIONS/BACKGROUND INFORMATION:**

The Fresno County Zoning Ordinance requires a Conditional Use Permit to become void when substantial development has not occurred within two (2) years after approval of the Permit. The Zoning Ordinance authorizes the Planning Commission to grant a maximum of four (4) one (1)-year time extensions when it can be demonstrated that circumstances beyond the control of the applicant have caused delays which do not permit compliance with the original time limitation. The request for extension must be filed prior to the expiration of the Conditional Use Permit.

Unclassified Conditional Use Permit No. 3383 was technically denied by the Planning Commission on April 24, 2014, due to a tie vote (4 to 4) cast in response to a motion to deny the project. On April 29, 2014, the Applicant filed an appeal of the Commission's denial with the Fresno County Board of Supervisors, citing the Planning Commission's tie vote which resulted in the technical denial of the project as basis for the appeal. Subsequently, on June 3, 2014, the Board of Supervisors upheld the Applicant's appeal of the Planning Commission's denial and approved Unclassified Conditional Use Permit No. 3383.

The Applicant filed the subject time extension request on May 19, 2016, within the time limit noted above. If this first Time Extension request is granted, the Applicant will have until June 3, 2017 to achieve substantial development of the photovoltaic solar power generation facility.

**ANALYSIS/DISCUSSION:**

Unclassified Conditional Use Permit (CUP) No. 3383 was approved on June 3, 2014, concurrently with Initial Study (IS) No. 6585, based on a determination that the required Findings could be made. Attached is a copy of the Board of Supervisors Agenda Item (Exhibit 5) documenting the Conditions imposed on the project.

According to the Applicant's letter requesting a one-year time extension, additional time is necessary to exercise Unclassified CUP No. 3383 because the project has experienced delays in the procurement of materials, negotiations with landowners regarding easements are on-going, and PG&E infrastructure upgrades necessary to accommodate the photovoltaic solar power generation facility are currently under construction.

Approval of a time extension request for an Unclassified Conditional Use Permit is appropriate if circumstances beyond the control of the applicant have caused delays which do not permit compliance within the two-year time limit established by the Zoning Ordinance. It should be noted that the Planning Commission's jurisdiction in evaluating this request is limited to determining whether or not the Applicant should be granted an additional year to exercise the Unclassified Conditional Use Permit as originally approved.

The current Time Extension request was routed to the same agencies that reviewed this project on November 26, 2012. None of those agencies identified any change in circumstances, or the need for additional Conditions, or expressed any concerns with the proposed extension of time.

**PUBLIC COMMENT:**

*None.*

**CONCLUSION:**

Staff believes the first one-year Time Extension for Unclassified Conditional Use Permit No. 3383 should be approved, based on factors cited in the analysis above. Approval of this Time Extension will extend the expiration date to June 3, 2017.

**PLANNING COMMISSION MOTIONS:**

**Recommended Motion** (Approval Action)

- Move to approve the first one-year Time Extension for Unclassified Conditional Use Permit No. 3383; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

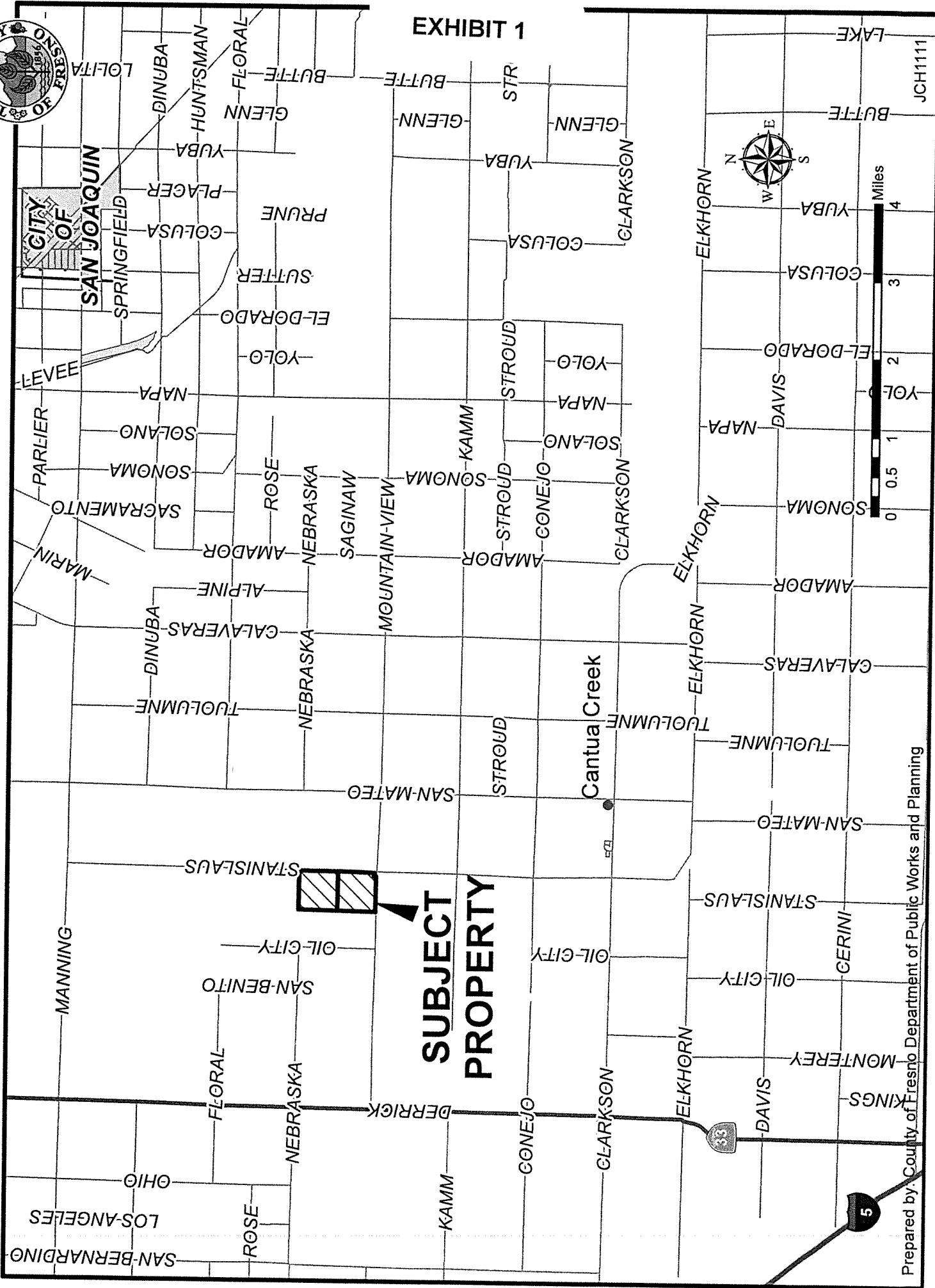
**Alternative Motion** (Denial Action)

- Move to deny the first one-year Time Extension request for Unclassified Conditional Use Permit No. 3383 (state reasons for denial); and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

DC:ksn

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# LOCATION MAP



CUP 3383

STR 9 - 16/15

# EXISTING ZONING MAP

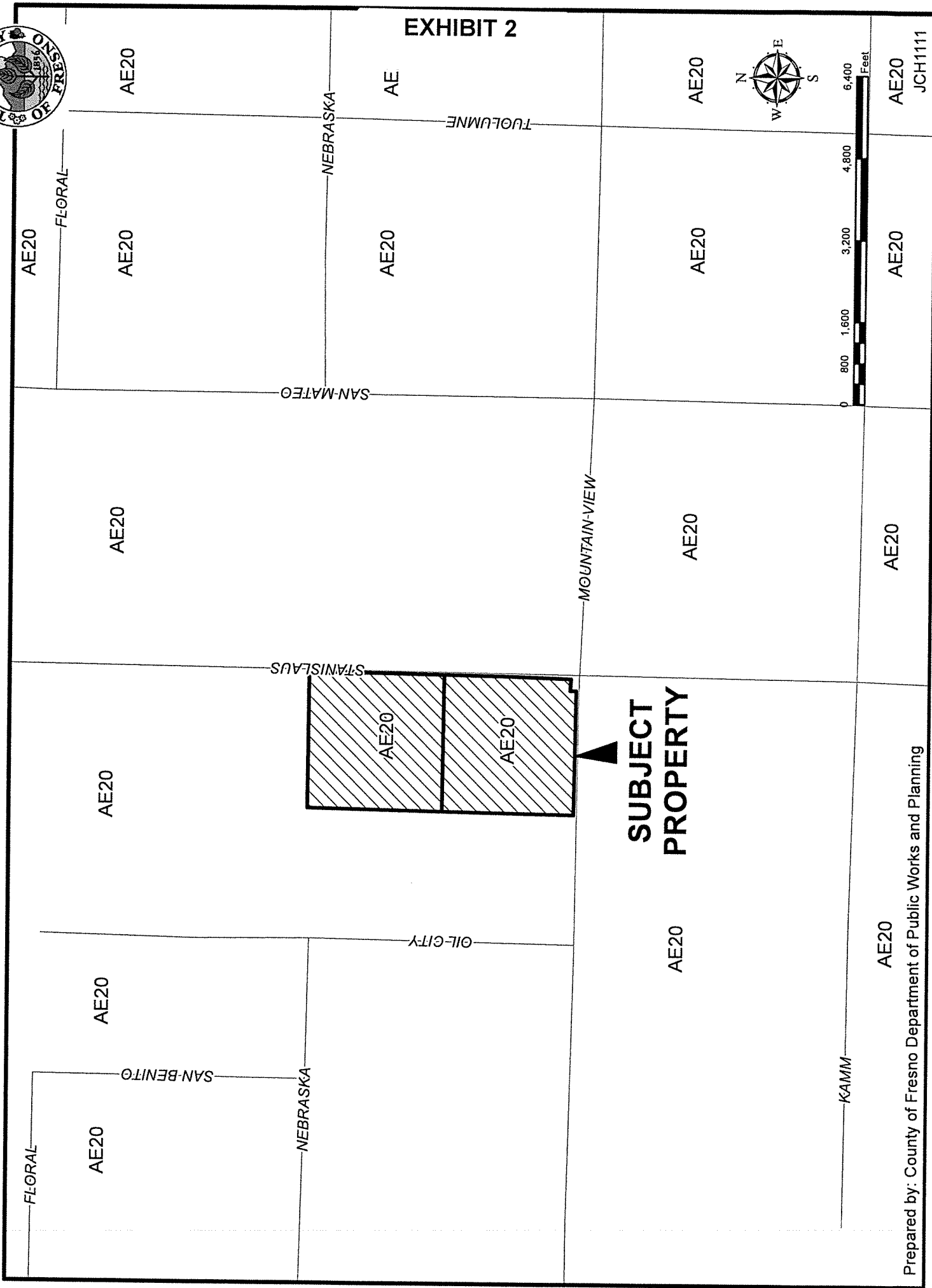


EXHIBIT 2

AE20

FLORAL

AE20

AE20

AE20

AE20

SAN BENITO

AE20

SAN MATEO

NEBRASKA

STANISLAUS

AE20

AE

OIL CITY

NEBRASKA

TUOLUMNE

MOUNTAIN VIEW

AE20

AE20

AE20

AE20



KAMM

3,200

1,600

800

4,800

6,400

Feet

AE20

AE20

AE20

AE20

Prepared by: County of Fresno Department of Public Works and Planning

JCH1111



# EXHIBIT 3

## EXISTING LAND USE MAP

CUP 3383 Ext 1

### LEGEND

- FC - FIELD CROP
- SF# - SINGLE FAMILY RESIDENCE
- V - VACANT
- ORC - ORCHARD

### LEGEND:

-  Subject Property
-  Ag Contract Land



Department of Public Works and Planning  
Development Services Division



## EXHIBIT 4

Giffen Solar Park LLC



May 17, 2016

The County of Fresno  
Fresno County Department of Public Works and Planning  
Development Service Division  
2200 Tulare St #6  
Fresno, CA 93721

**Subject: Conditional Use Permit 3383 Extension Request**

To Whom It May Concern:

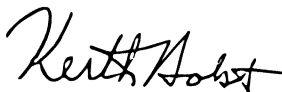
We are requesting the County of Fresno Department of Public Works and Planning grant Giffen Solar Park LLC (the "Project") a one (1) year extension to CUP 3383. This extension request is based on the delays the Project has received on the procurement schedule of long lead materials, landowner negotiations regarding easements, telecommunications related delays, and the construction schedule from the participating transmission operator Pacific Gas & Electric ("PG&E"), who is currently upgrading their existing Giffen Switching Station. PG&E must complete construction of their network upgrades before Giffen Solar Park LLC (CUP 3383) can obtain commercial operation.

The Project is currently on track for building permit submittal in late June of 2016 with an expected construction start date of September 30, 2016.

Should you have additional questions, please contact Dustin Thompson by phone at 208-955-0507, or by email at [dustin.thompson@clenera.com](mailto:dustin.thompson@clenera.com).

Sincerely,

Giffen Solar Park LLC  
By: CRE-Giffen Solar California LLC,  
its sole Member and Manager  
By: Centaurus Renewable Energy LLC,  
its sole Member and Manger



Name: Keith Holst  
Title: Manager

cc: Dustin Thompson, Clenera, LLC



## Inter Office Memo

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DATE: June 3, 2014

TO: Board of Supervisors

FROM: Alan Weaver, Director  
 Department of Public Works and Planning *Alan Weaver*

SUBJECT: Initial Study Application No. 6585 and Unclassified Conditional Use Permit Application No. 3383 (Frontier Renewables, LLC on behalf of Giffen Solar Park, LLC; Applicant – Giffen Solar Park, LLC; Appellants)

### RECOMMENDED ACTION

Consider and take action on appeal filed by Giffen Solar Park, LLC of the Planning Commission's technical denial of Initial Study Application No. 6585 and Unclassified Conditional Use Permit Application No. 3383 to allow a photovoltaic solar power generation facility with related improvements including a switching station, nine inverter units, a battery energy storage system, and an eight-foot-tall chain-link fence on portions of a 156.79-acre parcel and a 160.00-acre parcel in the AE-20 Zone District. The proposed facility will connect to an existing Pacific Gas & Electric Company substation which abuts the southeast corner of the subject 156.79-acre parcel. The project site is located on the north side of Mountain View Avenue, between the Stanislaus Avenue alignment and the Oil City Road alignment, approximately eight miles southwest of the City of San Joaquin (SUP. DIST.: 1) (APNs: 038-080-11S; 038-080-31S).

### BACKGROUND / DISCUSSION

This item comes to your Board on appeal of the Planning Commission's technical denial of the subject application. On April 24, 2014, the Planning Commission considered the subject application. After receiving staff's presentation and considering public testimony from the Applicant's representatives, a motion was made to deny the application based on the motion-maker's inability to make the required findings. Specifically, concerns were expressed by the motion maker about agricultural land being taken out of production over an extended period of time, and an understanding of the Applicant's intent to move water off the property and on to adjacent agricultural lands. The Commission voted four to four with one Commissioner absent to adopt Resolution No. 12437, thus denying Unclassified Conditional Use Permit (CUP) Application No. 3383. This tie vote by the Planning Commission constitutes a technical denial of the subject application.

An appeal was filed on April 29, 2014, to your Board for consideration by the Applicant's representative citing the Planning Commission's tie vote which resulted in the technical denial of the subject application as the basis for the appeal.

Board of Supervisors  
June 3, 2014  
Page 2

As a point of information the project site is currently restricted by Williamson Act Contract Nos. 2890, and 2083, and the land is classified as Farmland of Statewide Importance on the 2010 Fresno County Important Farmland Map prepared by the State of California Department of Conservation. The proposed solar power generation facility is not a compatible use on property enrolled in the Williamson Act program. A petition for partial cancellation of Contract Nos. 2890 and 2083 for the project site was filed by the Applicant's representatives in November 2012. The cancellation action for this item is scheduled to follow this land use appeal.

If your Board determines to uphold the Planning Commission's denial of the project, a denial motion denying the appeal and upholding the Commission's denial would be appropriate. If your Board were inclined to grant the appeal, a motion to uphold the appeal thus approving the project would be appropriate. Should your Board consider approval of the appeal, staff would request inclusion of an additional Condition requiring:

- The Applicant shall enter into an agreement indemnifying the County for legal costs associated with its approval of Unclassified Conditional Use Permit No. 3383.





# Agenda Item 17

DATE: June 3, 2014  
 TO: Board of Supervisors  
 FROM: Planning Commission  
 SUBJECT: Resolution No. 12437 – Initial Study Application No. 6585 and Unclassified Conditional Use Permit Application No. 3383

Applicant: Frontier Renewables, LLC on behalf of Giffen Solar Park, LLC

Owner: Jill Burford-Minnick

Representative: Tartaglia Engineering

REQUEST: Allow a photovoltaic solar power generation facility with related improvements including a switching station, 9 inverter units, a battery energy storage system, and an eight-foot-tall chain-link fence on portions of a 156.79-acre parcel and a 160.00-acre parcel in the AE-20 (Exclusive Agriculture, 20-acre minimum parcel size) Zone District. The proposed facility will connect to an existing Pacific Gas & Electric Company (PG&E) substation which abuts the southeast corner of the subject 156.79-acre parcel.

LOCATION: The project site is located on the north side of Mountain View Avenue, between the Stanislaus Avenue alignment and the Oil City Road alignment, approximately eight miles southwest of the nearest city limits of the City of San Joaquin (SUP. DIST.: 1) (APNs: 038-080-11S; 038-080-31S).

**PLANNING COMMISSION ACTION:**

At its hearing of April 24, 2014, the Commission considered the Staff Report and testimony (summarized in Exhibit "A").

ADMINISTRATIVE OFFICE REVIEW \_\_\_\_\_

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Official Action of  
Board of Supervisors  
Deputy

CONDUCTED HEARING; RECEIVED PUBLIC TESTIMONY; CLOSED HEARING; APPROVED APPEAL FILED BY GIFFEN SOLAR PARK, LLC OF THE PLANNING COMMISSIONS DENIAL OF THE APPLICATION SUBJECT TO AN ADDITIONAL CONDITION THAT THE APPLICANT SHALL ENTER INTO AN AGREEMENT INDEMNIFYING THE COUNTY FOR LEGAL COSTS ASSOCIATED WITH ITS APPROVAL OF UNCLASSIFIED CONDITIONAL USE PERMIT NO. 3383

UNANIMOUS  BORGEAS \_\_\_\_\_ CASE MCNAIRY \_\_\_\_\_ LARSON \_\_\_\_\_ PEREA \_\_\_\_\_ POOCHIGIAN \_\_\_\_\_

A motion was made by Commissioner Yates and seconded by Commissioner Lawson to deny Unclassified Conditional Use Permit Application No. 3383, stating that the required Conditional Use Permit Findings could not be made.

This motion received the following tie vote resulting in a technical denial of the Unclassified Conditional Use Permit application:

VOTING:      Yes:            Commissioners Yates, Lawson, Woolf, and Zadourian  
                  No:            Commissioners Rocca, Borba, Mendes, and Batth  
                  Absent:        Commissioner Ferguson  
                  Recused:      None

ALAN WEAVER, DIRECTOR  
Department of Public Works and Planning  
Secretary-Fresno County Planning Commission

By:   
\_\_\_\_\_  
William M. Kettler, Division Manager  
Development Services Division

Attachments

EXHIBIT "A"

Initial Study Application No. 6585  
Unclassified Conditional Use Permit Application No. 3383

- Staff: The Fresno County Planning Commission considered the Staff Report dated April 24, 2014, and heard a summary presentation by staff.
- Applicant: The Applicant's representative concurred with the Staff Report and the recommended Conditions. He described the project and offered the following information:
- The Applicant moved the approximately 160-acre project site north of its originally proposed location during the processing of the application in order to avoid land designated to be Prime Farmland.
  - The Agricultural Land Conservation Committee recommended partial cancellation of the Williamson Act Contracts on the subject parcels for the proposed facility.
  - The proposed facility will generate 20 megawatts of electricity which is enough power to energize 15,000 homes.
  - The Westlands Water District has reduced the water allocation for the subject parcels.
  - The Westlands Water District is charging \$17,000.00 per acre for the sale of property owned by the Westlands Water District.
  - Portions of the subject parcels will remain in agricultural production when the facility is developed and operated.
- Others: No individuals presented information in opposition to the application, and one other Applicant representative spoke in favor of the application citing:
- Retired agricultural lands associated with the Sumner-Peck lawsuit settlement are located approximately one mile west of the project site.
  - Relocating the project site westward to a property associated with the Sumner-Peck lawsuit settlement is not practical because another solar developer with a project site located west of this project site would block the Generation Tie-Line needed to connect the facility to the PG&E substation located on the northwest corner of Mountain View and Stanislaus Avenues. Further, the franchise agreement required by the County to place a Generation Tie-Line within County right-of-way would cost the Applicant two percent of their profit margin.
  - This facility needs to be developed as soon as possible because tax credits for solar development expire in 2016, and the project will no longer be economically feasible without the tax credits.

- The Applicant investigated other potential locations for this facility and found this project site to be preferable as the adjacent PG&E substation precludes the need for a Generation Tie-Line, and the property owner wishes to have the facility on their land.
- There is a water well on the project site; however, it does not produce enough water for viable agricultural cultivation.
- The Applicant will only lease those portions of the subject parcels that are necessary for the facility.

Correspondence: One letter was presented to the Planning Commission in favor of the application from the owner of the subject parcels. No letters were presented in opposition to the application.

**Mitigation Monitoring and Reporting Program**  
**Initial Study (IS) No. 6585 / Unclassified Conditional Use Permit (CUP) No. 3383**  
**(Including Conditions of Approval and Project Notes)**

**EXHIBIT "B"**

Mitigation Measures					
Mitigation Measure No. *	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
*1.	Aesthetics	All lighting shall be hooded and directed as to not shine towards adjacent properties and public streets.	Applicant	Applicant/Fresno County Department of Public Works and Planning (PW&P)	Ongoing; until the project lasts
*2.	Agricultural and Forestry Resources	The project shall adhere to the procedures listed in the Reclamation Plan prepared for the operation, including requirements for financial estimates, bonding and facility removal when operation ceases. Prior to the issuance of any permits, the required bond amount, based on engineer's estimate, shall be deposited (or evidence of a Bank Guarantee or Irrevocable Letter of Credit) and a Covenant shall be signed between the Property Owner and the County of Fresno and shall run with the land requiring the site to be restored to an agricultural use at the cessation of operation.	Applicant	PW&P	Ongoing; until the project lasts
*3.	Agricultural and Forestry Resources	Prior to the issuance of any permits, a Pest Management Plan shall be submitted to the Department of Public Works and Planning and approved by the Fresno County Agricultural Commissioner's Office. The Pest Management Plan shall identify methods and frequency to manage weeds, insects, and disease and vertebrate pests that may impact adjacent properties.	Applicant	PW&P/Agricultural Commissioner's Office (ACO)	Ongoing; until the project lasts
*4.	Agricultural and Forestry Resources	The Applicant shall acknowledge the need to manage weeds and rodents so as not to become a nuisance which will cause economic and cultural hardship to adjacent properties. Any weed or rodent infestation that is of a nature and magnitude as to constitute a "public nuisance" (as defined in Section 5551 of the California Food and Agricultural Code; Sections 3479 and 3480 of the Civil Code; or Sections 370 to 372 of the Penal Code) and is not addressed by the property owner/operator is unlawful under California Food and Agricultural Code Section 5553 and Penal Code Section 372."	Applicant	Applicant/PW&P/ACO	Ongoing; until the project lasts
*5.	Air Quality	For each project phase, all records shall be maintained on site during construction and for a period of ten years following	Applicant	Applicant/PW&P/ San Joaquin Valley	Until the construction

EXHIBIT "B"

			either the end of construction or the issuance of the first certificate of occupancy, whichever is later. Records shall be made available for Air District inspection upon request.		Air Pollution Control District (SJVAPCD)	lasts
*6.	Air Quality		For each project phase, maintain records of (1) the construction start and end dates and (2) the date of issuance of the first certificate of occupancy, if applicable.	Applicant	Applicant/PW&P/ SJVAPCD	As noted
*7.	Air Quality		For each project phase, maintain records of total hours of operation for all construction equipment greater than 50 horsepower operated on site. Within 30 days of completing construction of each project phase, submit to the Air District a summary report of total hours of operation by equipment type, equipment model year, and horsepower.	Applicant	Applicant/PW&P/ SJVAPCD	As noted
*8.	Biological Resources		Pre-construction surveys for Burrowing Owl shall be conducted for the project in accordance with the "Staff Report on Burrowing Owl Mitigation" dated March 7, 2012 (CDFW 2012). Protection and avoidance measures shall be implemented in accordance with the "Staff Report on Burrowing Owl Mitigation" dated March 7, 2012 (CDFW 2012) if Burrowing Owls are identified during pre-construction surveys.	Applicant	Applicant/California Department of Fish and Wildlife (CDFW)	As noted
*9.	Biological Resources		Pre-construction surveys for nesting birds (including common species and special-status species such as Swainson's Hawk) shall be conducted for the project no more than 30 days prior to commencing project-related ground-disturbing activity during the breeding season (January 1 through September 15). If nesting birds are identified during pre-construction surveys, a qualified avian biologist shall develop project-specific no-disturbance nest buffers that take into account site-specific externalities and species-specific disturbance tolerances. The no-disturbance nest buffers developed by the qualified avian biologist shall be vetted with CDFW.	Applicant	Applicant/CDFW	As noted
*10.	Biological Resources		All hollow vertical pipes associated with solar mounts and fencing shall be capped as they are installed in order to prevent bird deaths.	Applicant	Applicant/CDFW	As noted
*11.	Biological Resources		Pre-construction surveys for San Joaquin Kit Fox shall be conducted for the project in accordance with the "U.S. Fish and Wildlife Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance" dated January 2011 (USFWS 2011). Protection and avoidance measures shall be implemented in accordance with the "U.S. Fish and Wildlife	Applicant	Applicant/CDFW	As noted

EXHIBIT "B"

		Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance" dated January 2011 (USFWS 2011) if San Joaquin Kit Foxes are identified during pre-construction surveys.			
*12.	Biological Resources	All fencing installed on the project site shall have a five- to seven-inch separation between the bottom of the fence and the ground, along the entire fence. The bottom of the fence edges shall be wrapped back to form a smooth edge to remove the restriction of wildlife movement through the project site. In order to avoid the appearance of a visual barrier, slats and/or weatherproofing material shall not be utilized with fencing installed on the project site.	Applicant	Applicant/CDFW	As noted
*13.	Biological Resources	The Applicant shall not use rodenticides at the project site.	Applicant	Applicant/CDFW	As noted
*14.	Cultural Resources	In the event that cultural resources are unearthed during ground-disturbing activity, all work shall be halted in the area of the find, and an Archeologist shall be called to evaluate the findings and make any necessary mitigation recommendations. If human remains are unearthed during ground disturbing activity, no further disturbance is to occur until the Fresno County Coroner has made the necessary findings as to origin and disposition. If such remains are determined to be Native American, the Coroner must notify the Native American Commission within 24 hours.	Applicant	Applicant/PW&P	As noted
<b>Conditions of Approval</b>					
1.		Development of the property shall be in accordance with the Site Plan, Floor Plans, Elevations, and Operational Statement approved by the Commission.			
2.		The life of this land use permit will expire upon expiration of the 35-year initial life of the project. If the solar lease is to be extended or the initial life of the project extends beyond this approval, approval of a new land use permit will need to be obtained.			
3.		A Site Plan Review (SPR) Application shall be submitted for approval by the Director of the Department of Public Works and Planning, in accordance with Section 874 of the Fresno County Zoning Ordinance prior to the issuance of Building Permits. The SPR shall be applicable to those portions of the project site(s) to be improved with sub-stations, inverters, perimeter access road, parking, and driveway access, excluding the solar panel fields. Items to be addressed under the SPR may include, but are not limited to, design of parking and circulation, driveway, access, grading and drainage, fire protection and lighting.			
4.		As part of the SPR submittal process, an agreement incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100) shall be entered into with Fresno County, acknowledging the presence of surrounding agricultural operations and their related activities.			

**EXHIBIT "B"**

5.	The reclamation plan shall be revised to provide for an annual increase in costs at 3%, or tied to the Consumer Price Index (CPI) or other mechanism acceptable to the Department of Public Works and Planning.
6.	The project shall comply with the information in response to Solar Facility Guidelines attached as Exhibit 8 to the Staff Report, and as approved and/or modified by the Commission.

\*MITIGATION MEASURE – Measure specifically applied to the project to mitigate potential adverse environmental effects identified in the environmental document and Conditions of Approval reference recommended Conditions for the project,

**Notes**

<b>The following Notes reference mandatory requirements of Fresno County or other Agencies, and are provided as information to the project Applicant.</b>	
1.	Construction Plans shall be submitted and Building Permits shall be obtained for all improvements on the project site. Construction Plans must be prepared by a licensed Design professional. Building Permits are also required for fences more than six feet in height. Contact the Building and Safety Section of the Development Services Division at (559) 600-4540 regarding permits for construction.
2.	Any additional storm water run-off generated by the project cannot be drained across property lines or into County right-of-way, and must be retained on site, per the County Standards.
3.	An Engineered Grading and Drainage Plan shall be required to show how additional storm water run-off generated by the proposed development will be handled without adversely impacting adjacent properties. A Grading Permit or Voucher is required for any grading proposed with this application.
4.	The Stanislaus Avenue alignment is not a public easement or County-maintained road. The Applicant is responsible for securing any easements that may be needed for the use of the Stanislaus Avenue alignment.
5.	Any work performed within the County right-of-way shall require an Encroachment Permit from the Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning.
6.	A ten-foot by ten-foot corner cutoff shall be maintained for sight distance purposes at any driveway accessing Mountain View Avenue or the Stanislaus Avenue alignment.
7.	The proposal shall comply with the 2007 California Code of Regulations Title 24 Fire Code. The Applicant shall submit three Site Plans, stamped "reviewed" or "approved" from the Fresno County Department of Works and Planning, to the Fresno County Fire Protection District (Fire District) for their review and approval prior to the issuance of any Building Permits. The Applicant shall submit evidence that their Plan was approved by the Fire District, and all fire protection improvements shall be installed prior to occupancy.
8.	Project development should include a plan to control weeds and rodents within the project area to prevent the site from becoming a nuisance to neighboring properties or surrounding agricultural operations. Any weed or rodent infestation that is of a nature and magnitude as to constitute a "public nuisance" (Section 5551 of the California Food and Agricultural Code; Sections 3479 and 3480 of the Civil Code; and Section 372 of the Penal Code) and is not addressed by the property owner/operator is unlawful under California Food and Agricultural Code Section 5553 and Penal Code Section 372.



EXHIBIT "B"

Notes	
9.	The Applicant shall adhere to the San Joaquin Valley Air Pollution Control District Rule 9510 (Indirect Source Review); District Regulation VIII – Fugitive Dust Rules, to address impacts related to PM-10; Rule 4102 (Nuisance), to address any source operation that emits air contaminants or other materials; Rule 4601 (Architectural coatings); Rule 4641 (Cutback, Slow, Cure, and Emulsified Asphalt, Paving and Maintenance Operations) and in compliance of Rule 9510, shall pay applicable Off-Site Mitigation Fees to the San Joaquin Valley Air Pollution District prior to issuance of the first Building Permit for the project by the County Building Permit and Safety Section.
10.	Any wells that exist or that have been abandoned within the project area, not intended for future use, shall be properly destroyed. For those wells located in the unincorporated area of Fresno County, the applicant shall apply for and obtain a permit(s) to destroy water well(s) from the Fresno County Department of Public Health, Environmental Health Division prior to commencement of work. The destruction and construction of wells can only be completed by a licensed C-57 contractor. Contact the Water Surveillance Program at (559) 600-3047 for more information.
11.	Prior to destruction of agricultural wells, a sample of the upper-most fluid in the well column should be checked for lubricating oil. The presence of oil staining around the well may indicate the use of lubricating oil to maintain the well pump. Should lubricating oil be found in the well, the oil should be removed from the well prior to placement of fill material for destruction. The "oily water" removed from the well must be handled in accordance with federal, state and local government requirements. Transportation of these materials on public roadways may require special permits and licensure.
12.	Should any underground storage tank(s) be found during the project, the applicant shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division. Contact the Certified Unified Program Agency at (559) 600-3271 for more information.
13.	Prior to occupancy, the Applicant shall complete and submit a Hazardous Materials Business Plan to the Fresno County Department of Public Health, Environmental Health Division. Contact the Certified Unified Program Agency at (559) 600-3271 for more information.
14.	All hazardous waste shall be handled in accordance with requirements set forth in the California Health and Safety Code, Division 20, Chapter 6.5. This chapter discusses proper labeling, storage and handling of hazardous wastes.
15.	Should a water well be drilled, the water well contractor selected by the applicant will be required to apply for and obtain a Permit to Construct a Water Well from the Fresno County Public Health Department, Environmental Health Division. Any new well drilled shall meet industrial well construction standards. Contact the Water Surveillance Program at (559) 600-3047 for more information.

DC:  
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EXHIBIT "C"  
 ATTACHMENT  
 TO  
 AGENDA ITEM

FISCAL IMPACT STATEMENT

Initial Study Application No. 6585  
 Unclassified Conditional Use Permit Application No. 3383

Listed below are the fees collected for the land use application involved in this Agenda Item:

Initial Study Application:	\$ 5,151.00 <sup>1</sup>
Unclassified Conditional Use Permit Application:	\$ 9,123.00 <sup>2</sup>
Department of Public Health Review:	\$ <u>992.00<sup>3</sup></u>
<b>Total Fees Collected</b>	<b>\$ <u>15,266.00</u></b>

Fee Description
<sup>1</sup> Includes project routing, coordination with reviewing agencies, preparation of environmental documents, circulation and incorporate analysis into Staff Report.
<sup>2</sup> Review and research, engaging with reviewing Departments and multiple agencies, staff's analysis, Staff Report, public hearing before County Planning Commission.
<sup>3</sup> Review of proposal and associated environmental documents by the Department of Public Health, Environmental Health Division, and provision of review comments.

## EXHIBIT 6



# County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING  
**ALAN WEAVER**  
DIRECTOR

## Planning Commission Staff Report Agenda Item No. 3 April 24, 2014

**SUBJECT:** Initial Study Application No. 6585  
Unclassified Conditional Use Permit Application No. 3383

Allow a photovoltaic solar power generation facility with related improvements including a switching station, 9 inverter units, a battery energy storage system, and an eight-foot-tall chain-link fence on portions of a 156.79-acre parcel and a 160.00-acre parcel in the AE-20 (Exclusive Agriculture, 20-acre minimum parcel size) Zone District. The proposed facility will connect to an existing Pacific Gas & Electric Company (PG&E) substation which abuts the southeast corner of the subject 156.79-acre parcel.

**LOCATION:** The project site is located on the north side of Mountain View Avenue, between the Stanislaus Avenue alignment and the Oil City Road alignment, approximately eight miles southwest of the nearest city limits of the City of San Joaquin (SUP. DIST.: 1) (APNs: 038-080-11S; 038-080-31S).

**Applicant:** Frontier Renewables, LLC on behalf of  
Giffen Solar Park, LLC  
**Representative:** Tartaglia Engineering  
**Owner:** Jill Burford-Minnick

**STAFF CONTACT:** Derek Chambers, Planner  
(559) 600-4205

Bill Carlson, Senior Planner  
(559) 600-4569

### RECOMMENDATION:

- Adopt the Mitigated Negative Declaration prepared for Initial Study (IS) Application No. 6585; and
- Approve Unclassified Conditional Use Permit (CUP) Application No. 3383 with recommended Findings and Conditions; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

**IMPACTS ON JOB CREATION:**

The Commission's action will have a limited effect on job creation. Short-term jobs associated with construction activity could occur as the result of this proposal.

**EXHIBITS:**

1. Mitigation Monitoring, Conditions of Approval, and Project Notes
2. Location Map
3. Existing Zoning Map
4. Existing Land Use Map
5. Site Plan
6. Elevations/Details
7. Operational Statement
8. Information in Response to Solar Facility Guidelines
9. Summary of Initial Study Application No. 6585
10. Public Comment

**SITE DEVELOPMENT AND OPERATIONAL INFORMATION:**

<b>Criteria</b>	<b>Existing</b>	<b>Proposed</b>
General Plan Designation	Agriculture	No change
Zoning	AE-20 (Exclusive Agriculture, 20-acre minimum parcel size)	No change
Parcel Size	APN 038-080-11S: 156.79 acres  APN 038-080-31S: 160.00 acres	No change
Project Site	Farmland	A photovoltaic (PV) solar power generation facility with supportive appurtenance structures partially located on a 156.79-acre parcel (APN:

<b>Criteria</b>	<b>Existing</b>	<b>Proposed</b>
		038-080-11S) and a 160.00-acre parcel (APN: 038-080-31S)
Structural Improvements	None	89,763 ground-mounted PV panels; switching station; nine inverter units; battery energy storage system; eight-foot-tall chain-link fence
Nearest Residence	Approximately 175 feet east of the subject 156.79-acre parcel (APN: 038-080-11S)	No change
Surrounding Development	The California Aqueduct is located approximately two miles southwest of the project site, State Route 33 (Derrick Avenue) is located approximately two and a half miles to the west, and the City of San Joaquin is located approximately eight miles to the northeast.	No change
Operational Features	N/A	See above "Project Site"
Employees	N/A	20 employees during the estimated eight-month construction period; two employees will perform maintenance twice per month; four employees will perform panel washing once every six months
Customers	N/A	None
Traffic Trips	N/A	40 one-way trips per day (20 round trips per day) during the eight months of construction  Four one-way employee trips per month (two round trips per month) year-round for maintenance  Eight one-way trips every six months (four round trips every

<b>Criteria</b>	<b>Existing</b>	<b>Proposed</b>
		six months) year-round for panel washing
Lighting	N/A	Hooded motion-activated outdoor security lighting around the project site
Hours of Operation	N/A	24 hours per day, 365 days a year

**EXISTING VIOLATION (Y/N) AND NATURE OF VIOLATION: No**

**ENVIRONMENTAL ANALYSIS:**

An Initial Study (IS) was prepared for the project by County staff in conformance with the provisions of the California Environmental Quality Act (CEQA). Based on the IS, staff has determined that a Mitigated Negative Declaration is appropriate. A summary of the Initial Study is below and included as Exhibit 9.

Notice of Intent to Adopt a Mitigated Negative Declaration publication date: March 26, 2014

**PUBLIC NOTICE:**

Notices were sent to nine property owners within a quarter mile of the subject parcels, exceeding the minimum notification requirements prescribed by the California Government Code and County Zoning Ordinance. An additional three notices were sent to interested parties requesting notification of this type of project.

**PROCEDURAL CONSIDERATIONS:**

An Unclassified Conditional Use Permit (CUP) Application may be approved only if four Findings specified in the Fresno County Zoning Ordinance, Section 873-F are made by the Planning Commission.

The decision of the Planning Commission on an Unclassified CUP Application is final, unless appealed to the Board of Supervisors within 15 days of the Commission's action.

**BACKGROUND INFORMATION:**

The proposed solar power generation facility will be partially located on a 156.79-acre parcel (APN: 038-080-11S) and a 160.00-acre parcel (APN: 038-080-31S), and will consist of approximately 89,763 photovoltaic (PV) modules mounted on single-axis tracker racking systems supported by galvanized I-Beams and tubular steel posts driven into the ground. These PV modules will have the capacity to generate 20 megawatts alternating current (MW-AC) by converting sunlight into electrical energy which will be delivered to the Pacific Gas and Electric Company's (PG&E) existing regional transmission network. Other improvements to be constructed and/or installed for the proposed solar power generation facility include a switching station to be located within a 12,690 square-foot electrical utility grid interconnection area, nine inverter units, an eight-foot-tall chain-link perimeter fencing topped with barbed wire, and a

battery energy storage system (BESS) up to 3.44 acres in size. The BESS will increase the reliability of the proposed solar power generation facility during adverse operating conditions by providing an energy storage capacity of up to 20 MW. The proposed solar power generation facility will connect to an existing PG&E substation which abuts the southeast corner of the 156.79-acre parcel (APN: 038-080-11S).

*Finding 1: That the site of the proposed use is adequate in size and shape to accommodate said use and all yards, spaces, walls, and fences, parking, loading, landscaping, and other features required by this Division, to adjust said use with land and uses in the neighborhood.*

	<b>Current Standard:</b>	<b>Proposed Operation:</b>	<b>Is Standard Met (y/n)</b>
Setbacks	Front: 35 feet Side: 20 feet Street Side: 35 feet Rear: 20 feet	Front (southernmost property line): 1,140 feet Side (western property line): 60 feet Street Side (eastern property line): 80 feet Rear (northernmost property line): 60 feet	Yes
Parking	N/A	N/A	N/A
Lot Coverage	No requirement	No requirement	N/A
Separation Between Buildings	Six-foot minimum	N/A	N/A
Wall Requirements	No requirement	No requirement	N/A
Septic Replacement Area	100 percent	No change	Yes
Water Well Separation	Septic tank: 50 feet; Disposal field: 100 feet; Seepage pit: 150 feet	No change	Yes

**Reviewing Agency/Department Comments Regarding Site Adequacy:**

Zoning Section of the Fresno County Department of Public Works and Planning: The proposed improvements meet the setback requirements of the AE-20 (Exclusive Agriculture, 20-acre minimum parcel size) Zone District.

No other comments specific to the adequacy of the site were expressed by reviewing Agencies or Departments.

**Analysis:**

Staff review of the Site Plan demonstrates that the proposed improvements satisfy the minimum building setback requirements of the AE-20 (Exclusive Agriculture, 20-acre minimum parcel size) Zone District. The proposed solar panels will be set back a minimum of 60 feet from the northernmost property line of the project site (20 feet required), at least 80 feet from the eastern property line of the project site (35 feet required), at least 60 feet from the western property line of the project site (20 feet required), and at least 1,140 feet from the southernmost property line of the project site.

The “Solar Facility Guidelines” approved by the Fresno County Board of Supervisors on May 3, 2011 and revised on May 21, 2013 require measures to create a buffer between proposed solar facilities and adjacent agricultural operations. In this instance, the proposed solar power generation facility will have eight-foot-tall chain-link perimeter fencing topped with barbed wire and 20-foot-wide perimeter roads. Further, as previously stated, the proposed solar panels will be setback at least 60 feet from the northernmost property line of the project site, at least 80 feet from the eastern property line of the project site, at least 60 feet from the western property line of the project site, and at least 1,140 feet from the southernmost property line of the project site.

Based on the above information and with adherence to a Site Plan Review (SPR), which shall be required as a Condition of Approval, staff believes the site is adequate to accommodate the proposed use, vehicle circulation, and ingress/egress. Conditions of the SPR may include, but are not limited to: design of parking and circulation areas, access, on-site grading and drainage, fire protection, landscaping, signage and lighting.

**Recommended Condition of Approval:**

- See *Mitigation Measures and Recommended Conditions of Approval, attached as Exhibit 1.*

**Conclusion:**

Finding 1 can be made.

*Finding 2: That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.*

		<b>Existing Conditions</b>	<b>Proposed Operation</b>
Private Road	Yes	Stanislaus Avenue alignment	No change
Public Road Frontage	Yes	Mountain View Avenue: Excellent condition	No change
Direct Access to Public Road	Yes	Mountain View Avenue	No change
Road ADT		Mountain View Avenue: 300  Stanislaus Avenue alignment: unknown (private road)	Minimal traffic increase during regular operations



		<b>Existing Conditions</b>	<b>Proposed Operation</b>
Road Classification		Mountain View Avenue: Local road  Stanislaus Avenue alignment: N/A (private road)	No change
Road Width		Mountain View Avenue: 80 feet  Stanislaus Avenue alignment: unknown (private road)	No change
Road Surface		Mountain View Avenue: Paved (pavement width: 21.5 feet)  Stanislaus Avenue alignment: unimproved dirt	No change
Traffic Trips		N/A	40 one-way trips per day (20 round trips per day) during the eight months of construction  Four one-way employee trips per month (two round trips per month) year-round for maintenance  Eight one-way trips every six months (four round trips every six months) year-round for panel washing
Traffic Impact Study (TIS) Prepared	No	N/A	None required, as regular operations will not generate more than 100 daily trips or ten peak-hour trips (peak-hour trips defined as 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.)
Road Improvements Required		N/A	None required

**Reviewing Agency/Department Comments Regarding Adequacy of Streets and Highways:**

California Department of Transportation (CALTRANS): No concerns with the proposal.

Design Division of the Fresno County Department of Public Works and Planning: No concerns with the proposal.

Development Engineering Section of the Fresno County Department of Public Works and Planning: Mountain View Avenue is a County-maintained road which is classified as a local road. The minimum total width for a local road right-of-way is 60 feet. Mountain View Avenue has a total existing right-of-way of 80 feet at the project site, with 40 feet north and 40 feet south of the section line. The Stanislaus Avenue alignment is a private road and is not maintained by the County. An Encroachment Permit shall be required from the Road Maintenance and Operations Division for any work performed within the County right-of-way, and a ten-foot by ten-foot corner cutoff shall be maintained for sight distance purposes at any driveway accessing Mountain View Avenue or the Stanislaus Avenue alignment. These requirements have been included as Project Notes.

Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning: The Stanislaus Avenue alignment is not a public easement or County-maintained road. The Applicant is responsible for securing any easements that may be needed for the use of the Stanislaus Avenue alignment. This requirement has been included as a Project Note.

No other comments specific to the adequacy of streets and highways were expressed by reviewing Agencies or Departments.

**Analysis:**

Access to the project site will be from Mountain View Avenue via the Stanislaus Avenue alignment. Mountain View Avenue is classified as a local road and has a total existing right-of-way of 80 feet at the project site, with 40 feet north and 40 feet south of the section line. As the minimum total right-of-way required for a local road is 60 feet, no additional right-of-way dedication is required for Mountain View Avenue. The Stanislaus Avenue alignment is not within the County's maintained road system, nor is the alignment located within a public easement. As such, the Applicant is responsible for securing any easements that may be needed for the use of the Stanislaus Avenue alignment. This requirement has been included as a Project Note.

Staff acknowledges that vehicular traffic in the area will be increased during the time of construction; however, this increase will be temporary. Construction of the project is expected to last approximately eight months and is estimated to generate up to 40 one-way trips per day (20 round trips per day) for said period of time. Once operational, the proposed solar power generation facility will be unmanned and remotely monitored. However, two employees will conduct maintenance at the facility twice per month which will generate four one-way trips per month (two round trips per month) year-round. Additionally, panel washing will be conducted by four employees every six months which will generate eight one-way trips every six months (four round trips every six months) year-round.

Based on the above information, and with adherence to the Project Note described above, staff believes that the surrounding streets and highways serving the project site will remain adequate to accommodate the proposed use.

**Recommended Conditions of Approval:**

None

**Conclusion:**

Finding 2 can be made.

*Finding 3: That the proposed use will have no adverse effect on abutting property and surrounding neighborhood or the permitted use thereof.*

Surrounding Parcels				
	Size:	Use:	Zoning:	Nearest Residence:
North	161.36 acres	Field crops	AE-20	None
South	159.09 acres	Field crops	AE-20	None
East	317.57 acres	Field crops	AE-20	None
	118.80 acres	Field crops	AE-20	None
	38.80 acres	Single-family residence Field crops	AE-20	175 feet
West	160.00 acres	Field crops	AE-20	None
	119.10 acres		AE-20	None

**Reviewing Agency/Department Comments:**

California Department of Fish and Wildlife (CDFW): Mitigation Measures are necessary to avoid potentially significant impacts to biological resources such as Swainson’s Hawk, San Joaquin Kit Fox, and Burrowing Owl.

California Department of Public Health, Drinking Water Field Operations Branch: This proposal does not require permitting for a public water system.

Fresno County Department of Agriculture (Agricultural Commissioner’s Office): The Agricultural Commissioner’s Office acknowledges that the Applicant has provided a Pest Management Plan and Site Reclamation Plan, and that the Applicant has acknowledged the County’s Right-to-Farm Ordinance. Agricultural cultivation conducted on the subject parcels has produced over \$200.00 per acre (\$1,368.00 to \$5,229.00 per acre during the past ten years) which meets the criteria for prime agricultural land as defined in Government Code Section 51201(c)(4)(5) and, therefore, the Agricultural Commissioner’s Office opposes this solar facility proposal.

Fresno County Fire Protection District (Fire District): Any development associated with this proposal shall comply with the California Code of Regulations Title 24 Fire Code. Subsequent to County approval, copies of the approved Site Plan shall be submitted to the Fire District for review and approval. This requirement has been included as a Project Note.

Fresno County Department of Public Health, Environmental Health Division: The following requirements shall be included as Project Notes: 1) prior to occupancy, the Applicant shall complete and submit a Hazardous Materials Business Plan to the Fresno County Department of Public Health, Environmental Health Division, for review and approval; 2) all hazardous waste shall be handled in accordance with the requirements set forth in the California Health and Safety Code, Division 20, Chapter 6.5; 3) any wells that exist or that have been abandoned within the project area, not intended for use by the project, shall be properly destroyed under permit(s) from the Fresno County Department of Public Health, Environmental Health Division, prior to commencement of work; 4) prior to destruction of agricultural wells, a sample of the upper most fluid in the well column shall be evaluated for lubricating oil and any such oil found shall be removed from the well prior to placement of fill material for destruction and be handled in accordance with federal, state and local government requirements; 5) should any underground storage tank(s) be found during the project, the Applicant shall obtain an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division; and 6) should a water well be drilled, the water well contractor selected by the Applicant shall obtain a Permit to Construct a Water Well from the Fresno County Department of Public Health, Environmental Health Division, and any new well drilled shall meet industrial well construction standards.

San Joaquin Valley Air Pollution Control District (Air District): This proposal is subject to Air District Rule 9510 (Indirect Source Review) and may also be subject to the following Air District Rules: Regulation VIII – Fugitive Dust Rules, Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). These requirements have been included as Project Notes. An Air Impact Assessment was completed for the proposal resulting in mitigation associated with construction record maintenance.

Building and Safety Section of the Fresno County Department of Public Works and Planning: If approved, plans related to construction and development of the project prepared by a licensed design professional shall be submitted to the Development Services Division of the Fresno County Department of Public Works and Planning for review and approval in order to acquire building and installation permits, and necessary inspections. This requirement has been included as a Project Note.

Development Engineering Section of the Fresno County Department of Public Works and Planning: According to FEMA FIRM Panel 2525H, the project site is not subject to flooding from the 100-year storm. Any additional run-off generated by development cannot be drained across property lines or into County right-of-way, and must be retained on site per County Standards. An Engineered Grading and Drainage Plan shall be provided to Development Engineering staff for review and approval, and a Grading Permit or Voucher shall be required for any grading activity associated with this proposal. These requirements have been included as Project Notes.

Water/Geology/Natural Resources Section of the Fresno County Department of Public Works and Planning: No concerns with the proposal as it relates to water quantity, as the project site is not located in a water-short area.

Westlands Water District (WWD): The project site currently receives an allocation of water from the WWD's agricultural water supply. Once the land use changes to non-agricultural, the project site will no longer be eligible to receive an allocation of agricultural water from the WWD. However, the Applicant is eligible to receive water through the WWD's Municipal and Industrial (M&I) Supply Permit and the land will continue to have access to the WWD's distribution system.

Westside Resource Conservation District: No concerns with the proposal.

**Analysis:**

The proposed solar power generation facility will be partially located on a 156.79-acre parcel (APN: 038-080-11S) and a 160.00-acre parcel (APN: 038-080-31S), and will consist of approximately 89,763 photovoltaic (PV) modules mounted on single-axis tracker racking systems supported by galvanized I-Beams and tubular steel posts driven into the ground. These PV modules will have the capacity to generate 20 megawatts alternating current (MW-AC) by converting sunlight into electrical energy which will be delivered to the Pacific Gas and Electric Company's (PG&E) existing regional transmission network. Other improvements to be constructed and/or installed for the proposed solar power generation facility include a switching station to be located within a 12,690 square-foot electrical utility grid interconnection area, nine inverter units, an eight-foot-tall chain-link perimeter fencing topped with barbed wire, and a battery energy storage system (BESS) up to 3.44 acres in size. The BESS will increase the reliability of the proposed solar power generation facility during adverse operating conditions by providing an energy storage capacity of up to 20 MW. The proposed solar power generation facility will connect to an existing PG&E substation which abuts the southeast corner of the 156.79-acre parcel (APN: 038-080-11S).

The project site is located in an agricultural area marked by relatively large parcel sizes and few residential land uses. The California Aqueduct is located approximately two miles southwest of the project site, State Route 33 (Derrick Avenue) is located approximately two and a half miles to the west, and the City of San Joaquin is located approximately eight miles to the northeast. The project site is not located along a designated Scenic Highway, and no scenic vistas or scenic resources were identified in the analysis.

The proposed solar power generation facility will have low visibility from the surrounding area as a majority of the project site will be occupied with racking systems and PV module arrays that will have an overall height of approximately eight feet. Considering that the proposed facility will have low visibility from the surrounding area, in conjunction with the location of the project site in a relatively undeveloped agricultural area comprised of large parcel sizes and low population density, this proposal will not damage any scenic resource or degrade the visual character of the site or its surroundings.

The loss of farmland resulting from this project would be temporary in that the proposal will be conditionally limited to 35 years, and upon cessation of the proposed use at the end of the project's 35-year life, the project site will be restored to a pre-development condition for farming operations. Further, a Condition of Approval has been included requiring the Applicant to revise their Reclamation Plan to provide for an annual increase in costs at 3%, or an annual increase in costs tied to the Consumer Price Index (CPI), or other mechanism acceptable to the Fresno County Department of Public Works and Planning.

Based on the above information and with adherence to the recommended Conditions of Approval, Mitigation Measures and Project Notes identified in the Initial Study (IS) prepared for this project and discussed in this Staff Report, staff believes the proposal will not have an adverse effect upon surrounding properties.

**Recommended Conditions of Approval:**

- See *Mitigation Measures and Recommended Conditions of Approval attached as Exhibit 1.*

**Conclusion:**

Finding 3 can be made.

*Finding 4: The proposed development is consistent with the General Plan.*

<b>Relevant Policies:</b>	<b>Consistency/Considerations:</b>
<p>General Plan Policy LU-A.3: County may allow by discretionary permit in areas designated Agriculture, certain agricultural uses and agriculturally-related activities, including certain non-agricultural uses, subject to following Criteria: a) Use shall provide a needed service to surrounding agricultural area which cannot be provided within urban areas; b) Use shall not be sited on productive agricultural lands if less productive lands available; c) Use shall not have a detrimental impact on water resources or the use or management of surrounding properties within ¼-mile radius; d) Probable workforce located nearby or readily available.</p>	<p>With regard to Criteria “a”, the proposed use will operate more efficiently in a non-urban area due to the property size required to produce electricity with solar panels and the availability of large undeveloped land in the subject area. With regard to Criteria “b”, loss of farmland resulting from this project would be less than significant considering that the proposal will be conditionally limited to 35 years. Further, upon cessation of the proposed use at the end of the project’s 35-year life, the site will be restored to a pre-development condition for farming operations. With regard to Criteria “c”, this proposal was reviewed by the Water/Geology/Natural Resources Section of the Fresno County Department of Public Works and Planning, which expressed no concerns with the project as it relates to water quantity, as the project site is not located in a water-short area. Further, with adherence to the recommended Conditions of Approval, Mitigation Measures and Project Notes identified in the IS prepared for this project and discussed under Finding 3 of this Staff Report, staff believes the proposal will not have a detrimental impact on the use or management of surrounding properties within the vicinity. With regard to Criteria “d”, the project site is located approximately eight miles southwest of the City of San Joaquin, which has the ability to provide an adequate workforce. Therefore, the proposed use is conditionally compatible with this Policy.</p>

<b>Relevant Policies:</b>	<b>Consistency/Considerations:</b>
<p>General Plan Policy LU-A.12: County shall seek to protect agricultural activities from encroachment of incompatible land uses.</p> <p>General Plan Policy LU-A.13: County shall require buffers between proposed non-agricultural uses and adjacent agricultural operations.</p>	<p>The proposed facility is temporary in nature. A Reclamation Plan will be implemented to restore the site to agricultural use once the facility operation ceases. Also, as noted in the Solar Facility Guidelines (Exhibit 8), during the life of the project, Weed and Rodent Control Plans will be implemented to reduce weed and rodent impacts to adjacent farmland. The proposal is consistent with this Policy.</p> <p>The proposed facility will have eight-foot-tall chain-link perimeter fencing topped with barbed wire and 20-foot-wide perimeter roads. Further, the proposed solar panels will be setback at least 60 feet from the northernmost property line of the project site, at least 80 feet from the eastern property line of the project site, at least 60 feet from the western property line of the project site, and at least 1,140 feet from the southernmost property line of the project site. The proposal is consistent with this Policy.</p>
<p>General Plan Policy PF-C.17: County shall undertake a water supply evaluation, including determinations of water supply adequacy, impact on other water users in the County, and water sustainability.</p>	<p>This proposal was reviewed by the Water/Geology/Natural Resources Section of the Fresno County Department of Public Works and Planning, which expressed no concerns with the proposal as it relates to water quantity, as the project site is not in a water-short area. Water to be utilized for the construction, maintenance and operation of the proposed facility will either be attained from Westlands Water District under a Municipal and Industrial (M&amp;I) Permit, or from a water well to be constructed on the project site. The proposal is consistent with this Policy.</p>

**Reviewing Agency Comments:**

Policy Planning Section of the Fresno County Department of Public Works and Planning: The project site is designated Agriculture in the General Plan. According to General Policy LU-A.3, non-agricultural uses such as electrical power generation facilities may be allowed by means of a discretionary use permit. Policy LU-A.12 of the General Plan requires that agricultural activities be protected from encroachment of incompatible uses, and Policy LU-A.13 requires buffers between proposed non-agricultural uses and adjacent agricultural operations. The 156.79-acre parcel (APN: 038-080-11S) is currently enrolled under Williamson Act Contract No. 2890, and the 160.00-acre parcel (APN: 038-080-31S) is currently enrolled under Williamson Act Contract No. 2083.

The proposed solar power generation facility is not a compatible use on property subject to Williamson Act Contracts unless a cancellation of the Contract has occurred. An application for partial cancellation of Contract Nos. 2890 and 2083 for the project site was filed by the Applicant's representatives in November 2012 and is in process. The Agricultural Land Conservation Committee heard the request for partial cancellation during their February 5, 2014 meeting and recommended approval of the partial cancellation to the Fresno County Board of Supervisors. If approved by the Planning Commission, implementation of the subject proposal will be contingent upon approval of the partial cancellation of Contract Nos. 2890 and 2083 by the Board of Supervisors, which would occur after final action on the subject land use application.

**Analysis:**

As discussed above, this proposal is consistent with the General Plan Policies applicable to the project. The proposed solar facility will have perimeter fencing, 20-foot-wide perimeter roads, and setbacks exceeding the minimum required setbacks which will provide a buffer between the solar facility and adjoining farmland. Additionally, adjoining farmland will also be protected through implementation of a Weed and Rodent Control Plan. Further, the proposed solar facility will result in a temporary conversion of productive agricultural land, and the land will be restored to the prior farming state upon cessation of the use.

The project site is classified as Farmland of Statewide Importance on the 2010 Fresno County Important Farmland Map. On May 3, 2011, the Fresno County Board of Supervisors took action requiring supplemental application information based on the Nine-Point Solar Facilities Guidelines to be provided by solar utility applicants as part of their project submittal packages. The Guidelines were amended by the Board on March 13, 2012 to require crop yield information and clarified life of the approved land use permit, and amended again in May of 2013. Required supplemental application information includes historical information on the agricultural use of the property, including crop yield information, the source of water, current status of the parcel, including any Agricultural Land Conservation Contracts, the soil type, information on improvements and site buffering, the submittal of a Reclamation Plan, pest management information, and acknowledgement of the County's Right-to-Farm Ordinance. In this instance, the Applicant has provided this information (Exhibit 8) which indicates that tomatoes, onions, and cotton have been cultivated on the 156.79-acre parcel (APN: 038-080-11S) within the last ten years utilizing a water allocation from Westlands Water District (WWD) which was supplemented by the use of wells located on easterly adjacent parcels which have the same owner as the subject parcel. Additionally, tomatoes, onions, sugar beets, and cotton have been cultivated on the 160.00-acre parcel (APN: 038-080-31S) within the last ten years utilizing a water allocation from Westlands Water District (WWD) which was supplemented by the use of wells located on easterly adjacent parcels which have the same owner as the subject parcel.

Based on the above information, staff believes the proposal is consistent with the Fresno County General Plan.

**Recommended Conditions of Approval:**

None.



**Conclusion:**

Finding 4 can be made.

**PUBLIC COMMENT:**

Staff received a letter from Adams, Broadwell, Joseph & Cardozo, Attorneys-at-Law, requesting to be notified of any environmental review document prepared for the subject proposal pursuant to the California Environmental Quality Act (CEQA), and to also be notified of any hearings related to the proposal. A copy of this letter has been attached as Exhibit 10.

**CONCLUSION:**

Staff believes the required Findings for granting the Unclassified CUP Application can be made based on the factors cited in the analysis, the recommended Conditions of Approval and Project Notes regarding mandatory requirements. Staff therefore recommends adoption of the Mitigated Negative Declaration prepared for the project and approval of Unclassified CUP Application No. 3383, subject to the recommended Conditions.

**PLANNING COMMISSION MOTIONS:**

**Recommended Motion** (approval action)

- Move to adopt the Mitigated Negative Declaration prepared for Initial Study Application No. 6585; and
- Move to determine the required Findings can be made and move to approve Unclassified Conditional Use Permit Application No. 3383, subject to the Mitigation Measures, Conditions and Notes listed in Exhibit 1 of the Planning Commission Staff Report; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

**Alternative Motion** (denial action)

- Move to determine that the required Findings cannot be made (state basis for not making the Findings) and move to deny Unclassified Conditional Use Permit Application No. 3383; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

**Mitigation Measures, Recommended Conditions of Approval and Project Notes:**

See attached Exhibit 1.

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**Mitigation Monitoring and Reporting Program**  
**Initial Study (IS) No. 6585 / Unclassified Conditional Use Permit (CUP) No. 3383**  
**(Including Conditions of Approval and Project Notes)**

**EXHIBIT 1**

<b>Mitigation Measures</b>					
<b>Mitigation Measure No.*</b>	<b>Impact</b>	<b>Mitigation Measure Language</b>	<b>Implementation Responsibility</b>	<b>Monitoring Responsibility</b>	<b>Time Span</b>
*1.	Aesthetics	All lighting shall be hooded and directed as to not shine towards adjacent properties and public streets.	Applicant	Applicant/Fresno County Department of Public Works and Planning (PW&P)	Ongoing; until the project lasts
*2.	Agricultural and Forestry Resources	The project shall adhere to the procedures listed in the Reclamation Plan prepared for the operation, including requirements for financial estimates, bonding and facility removal when operation ceases. Prior to the issuance of any permits, the required bond amount, based on engineer's estimate, shall be deposited (or evidence of a Bank Guarantee or Irrevocable Letter of Credit) and a Covenant shall be signed between the Property Owner and the County of Fresno and shall run with the land requiring the site to be restored to an agricultural use at the cessation of operation.	Applicant	PW&P	Ongoing; until the project lasts
*3.	Agricultural and Forestry Resources	Prior to the issuance of any permits, a Pest Management Plan shall be submitted to the Department of Public Works and Planning and approved by the Fresno County Agricultural Commissioner's Office. The Pest Management Plan shall identify methods and frequency to manage weeds, insects, and disease and vertebrate pests that may impact adjacent properties.	Applicant	PW&P/Agricultural Commissioner's Office (ACO)	Ongoing; until the project lasts
*4.	Agricultural and Forestry Resources	The Applicant shall acknowledge the need to manage weeds and rodents so as not to become a nuisance which will cause economic and cultural hardship to adjacent properties. Any weed or rodent infestation that is of a nature and magnitude as to constitute a "public nuisance" (as defined in Section 5551 of the California Food and Agricultural Code; Sections 3479 and 3480 of the Civil Code; or Sections 370 to 372 of the Penal Code) and is not addressed by the property owner/operator is unlawful under California Food and Agricultural Code Section 5553 and Penal Code Section 372."	Applicant	Applicant/PW&P/ ACO	Ongoing; until the project lasts
*5.	Air Quality	For each project phase, all records shall be maintained on site during construction and for a period of ten years following	Applicant	Applicant/PW&P/ San Joaquin Valley	Until the construction

			either the end of construction or the issuance of the first certificate of occupancy, whichever is later. Records shall be made available for Air District inspection upon request.		Air Pollution Control District (SJVAPCD)	lasts
*6.	Air Quality		For each project phase, maintain records of (1) the construction start and end dates and (2) the date of issuance of the first certificate of occupancy, if applicable.	Applicant	Applicant/PW&P/ SJVAPCD	As noted
*7.	Air Quality		For each project phase, maintain records of total hours of operation for all construction equipment greater than 50 horsepower operated on site. Within 30 days of completing construction of each project phase, submit to the Air District a summary report of total hours of operation by equipment type, equipment model year, and horsepower.	Applicant	Applicant/PW&P/ SJVAPCD	As noted
*8.	Biological Resources		Pre-construction surveys for Burrowing Owl shall be conducted for the project in accordance with the "Staff Report on Burrowing Owl Mitigation" dated March 7, 2012 (CDFW 2012). Protection and avoidance measures shall be implemented in accordance with the "Staff Report on Burrowing Owl Mitigation" dated March 7, 2012 (CDFW 2012) if Burrowing Owls are identified during pre-construction surveys.	Applicant	Applicant/California Department of Fish and Wildlife (CDFW)	As noted
*9.	Biological Resources		Pre-construction surveys for nesting birds (including common species and special-status species such as Swainson's Hawk) shall be conducted for the project no more than 30 days prior to commencing project-related ground-disturbing activity during the breeding season (January 1 through September 15). If nesting birds are identified during pre-construction surveys, a qualified avian biologist shall develop project-specific no-disturbance nest buffers that take into account site-specific externalities and species-specific disturbance tolerances. The no-disturbance nest buffers developed by the qualified avian biologist shall be vetted with CDFW.	Applicant	Applicant/CDFW	As noted
*10.	Biological Resources		All hollow vertical pipes associated with solar mounts and fencing shall be capped as they are installed in order to prevent bird deaths.	Applicant	Applicant/CDFW	As noted
*11.	Biological Resources		Pre-construction surveys for San Joaquin Kit Fox shall be conducted for the project in accordance with the "U.S. Fish and Wildlife Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance" dated January 2011 (USFWS 2011). Protection and avoidance measures shall be implemented in accordance with the "U.S. Fish and Wildlife	Applicant	Applicant/CDFW	As noted

		Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance" dated January 2011 (USFWS 2011) if San Joaquin Kit Foxes are identified during pre-construction surveys.			
*12.	Biological Resources	All fencing installed on the project site shall have a five- to seven-inch separation between the bottom of the fence and the ground, along the entire fence. The bottom of the fence edges shall be wrapped back to form a smooth edge to remove the restriction of wildlife movement through the project site. In order to avoid the appearance of a visual barrier, slats and/or weatherproofing material shall not be utilized with fencing installed on the project site.	Applicant	Applicant/CDFW	As noted
*13.	Biological Resources	The Applicant shall not use rodenticides at the project site.	Applicant	Applicant/CDFW	As noted
*14.	Cultural Resources	In the event that cultural resources are unearthed during ground-disturbing activity, all work shall be halted in the area of the find, and an Archeologist shall be called to evaluate the findings and make any necessary mitigation recommendations. If human remains are unearthed during ground disturbing activity, no further disturbance is to occur until the Fresno County Coroner has made the necessary findings as to origin and disposition. If such remains are determined to be Native American, the Coroner must notify the Native American Commission within 24 hours.	Applicant	Applicant/PW&P	As noted
<b>Conditions of Approval</b>					
1.		Development of the property shall be in accordance with the Site Plan, Floor Plans, Elevations, and Operational Statement approved by the Commission.			
2.		The life of this land use permit will expire upon expiration of the 35-year initial life of the project. If the solar lease is to be extended or the initial life of the project extends beyond this approval, approval of a new land use permit will need to be obtained.			
3.		A Site Plan Review (SPR) Application shall be submitted for approval by the Director of the Department of Public Works and Planning, in accordance with Section 874 of the Fresno County Zoning Ordinance prior to the issuance of Building Permits. The SPR shall be applicable to those portions of the project site(s) to be improved with sub-stations, inverters, perimeter access road, parking, and driveway access, excluding the solar panel fields. Items to be addressed under the SPR may include, but are not limited to, design of parking and circulation, driveway, access, grading and drainage, fire protection and lighting.			
4.		As part of the SPR submittal process, an agreement incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100) shall be entered into with Fresno County, acknowledging the presence of surrounding agricultural operations and their related activities.			

5.	The reclamation plan shall be revised to provide for an annual increase in costs at 3%, or tied to the Consumer Price Index (CPI) or other mechanism acceptable to the Department of Public Work's and Planning.
6.	The project shall comply with the information in response to Solar Facility Guidelines attached as Exhibit 8 to the Staff Report, and as approved and/or modified by the Commission.

\*MITIGATION MEASURE – Measure specifically applied to the project to mitigate potential adverse environmental effects identified in the environmental document and Conditions of Approval reference recommended Conditions for the project,

**Notes**

<b>The following Notes reference mandatory requirements of Fresno County or other Agencies, and are provided as information to the project Applicant.</b>	
1.	Construction Plans shall be submitted and Building Permits shall be obtained for all improvements on the project site. Construction Plans must be prepared by a licensed Design professional. Building Permits are also required for fences more than six feet in height. Contact the Building and Safety Section of the Development Services Division at (559) 600-4540 regarding permits for construction.
2.	Any additional storm water run-off generated by the project cannot be drained across property lines or into County right-of-way, and must be retained on site, per the County Standards.
3.	An Engineered Grading and Drainage Plan shall be required to show how additional storm water run-off generated by the proposed development will be handled without adversely impacting adjacent properties. A Grading Permit or Voucher is required for any grading proposed with this application.
4.	The Stanislaus Avenue alignment is not a public easement or County-maintained road. The Applicant is responsible for securing any easements that may be needed for the use of the Stanislaus Avenue alignment.
5.	Any work performed within the County right-of-way shall require an Encroachment Permit from the Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning.
6.	A ten-foot by ten-foot corner cutoff shall be maintained for sight distance purposes at any driveway accessing Mountain View Avenue or the Stanislaus Avenue alignment.
7.	The proposal shall comply with the 2007 California Code of Regulations Title 24 Fire Code. The Applicant shall submit three Site Plans, stamped "reviewed" or "approved" from the Fresno County Department of Works and Planning, to the Fresno County Fire Protection District (Fire District) for their review and approval prior to the issuance of any Building Permits. The Applicant shall submit evidence that their Plan was approved by the Fire District, and all fire protection improvements shall be installed prior to occupancy.
8.	Project development should include a plan to control weeds and rodents within the project area to prevent the site from becoming a nuisance to neighboring properties or surrounding agricultural operations. Any weed or rodent infestation that is of a nature and magnitude as to constitute a "public nuisance" (Section 5551 of the California Food and Agricultural Code; Sections 3479 and 3480 of the Civil Code; and Section 372 of the Penal Code) and is not addressed by the property owner/operator is unlawful under California Food and Agricultural Code Section 5553 and Penal Code Section 372.

Notes

9.	<p>The Applicant shall adhere to the San Joaquin Valley Air Pollution Control District Rule 9510 (Indirect Source Review); District Regulation VIII – Fugitive Dust Rules, to address impacts related to PM-10; Rule 4102 (Nuisance), to address any source operation that emits air contaminants or other materials; Rule 4601 (Architectural coatings); Rule 4641 (Cutback, Slow, Cure, and Emulsified Asphalt, Paving and Maintenance Operations) and in compliance of Rule 9510, shall pay applicable Off-Site Mitigation Fees to the San Joaquin Valley Air Pollution District prior to issuance of the first Building Permit for the project by the County Building Permit and Safety Section.</p>
10.	<p>Any wells that exist or that have been abandoned within the project area, not intended for future use, shall be properly destroyed. For those wells located in the unincorporated area of Fresno County, the applicant shall apply for and obtain a permit(s) to destroy water well(s) from the Fresno County Department of Public Health, Environmental Health Division prior to commencement of work. The destruction and construction of wells can only be completed by a licensed C-57 contractor. Contact the Water Surveillance Program at (559) 600-3047 for more information.</p>
11.	<p>Prior to destruction of agricultural wells, a sample of the upper-most fluid in the well column should be checked for lubricating oil. The presence of oil staining around the well may indicate the use of lubricating oil to maintain the well pump. Should lubricating oil be found in the well, the oil should be removed from the well prior to placement of fill material for destruction. The "oily water" removed from the well must be handled in accordance with federal, state and local government requirements. Transportation of these materials on public roadways may require special permits and licensure.</p>
12.	<p>Should any underground storage tank(s) be found during the project, the applicant shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division. Contact the Certified Unified Program Agency at (559) 600-3271 for more information.</p>
13.	<p>Prior to occupancy, the Applicant shall complete and submit a Hazardous Materials Business Plan to the Fresno County Department of Public Health, Environmental Health Division. Contact the Certified Unified Program Agency at (559) 600-3271 for more information.</p>
14.	<p>All hazardous waste shall be handled in accordance with requirements set forth in the California Health and Safety Code, Division 20, Chapter 6.5. This chapter discusses proper labeling, storage and handling of hazardous wastes.</p>
15.	<p>Should a water well be drilled, the water well contractor selected by the applicant will be required to apply for and obtain a Permit to Construct a Water Well from the Fresno County Public Health Department, Environmental Health Division. Any new well drilled shall meet industrial well construction standards. Contact the Water Surveillance Program at (559) 600-3047 for more information.</p>

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# LOCATION MAP

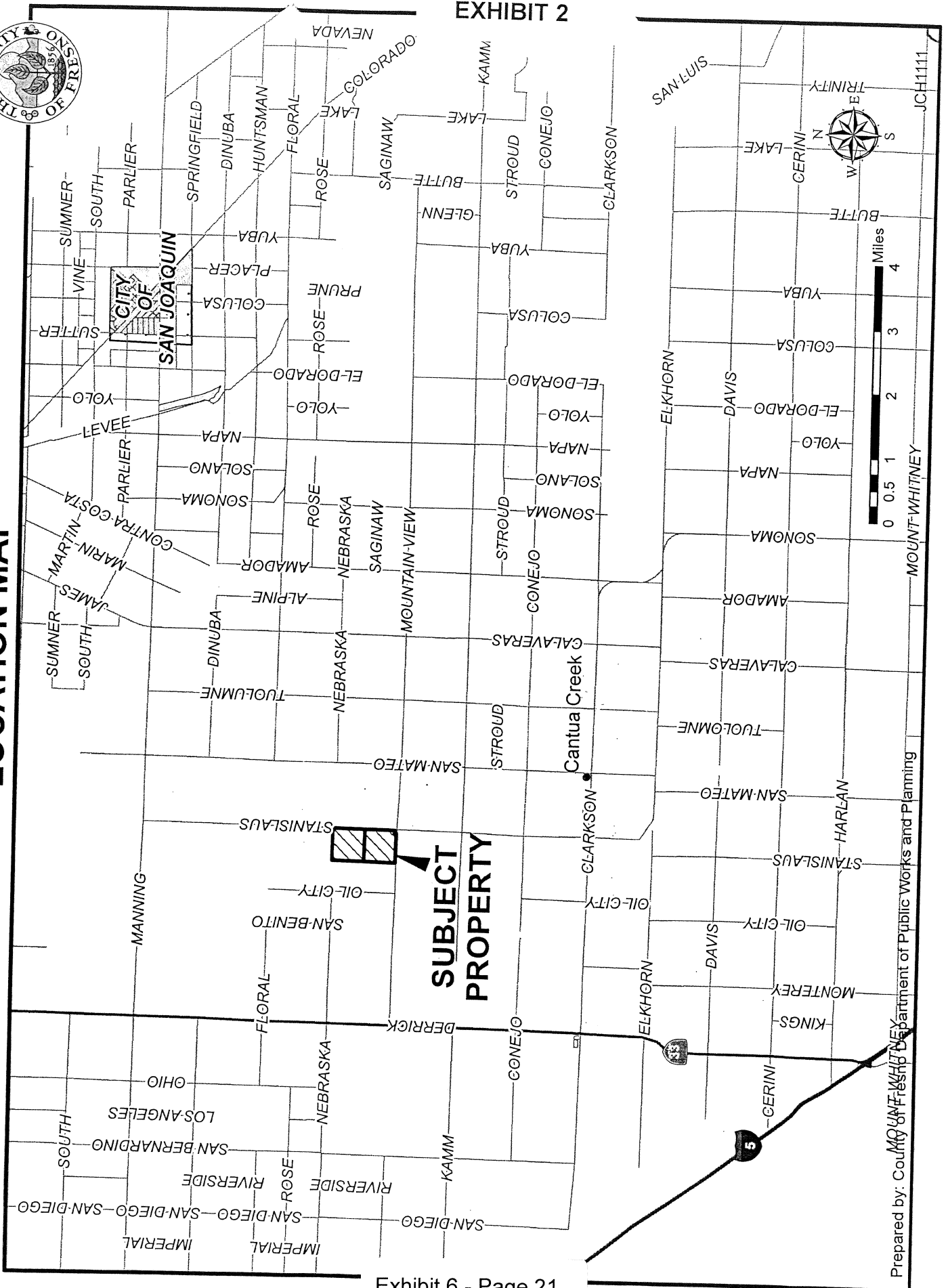
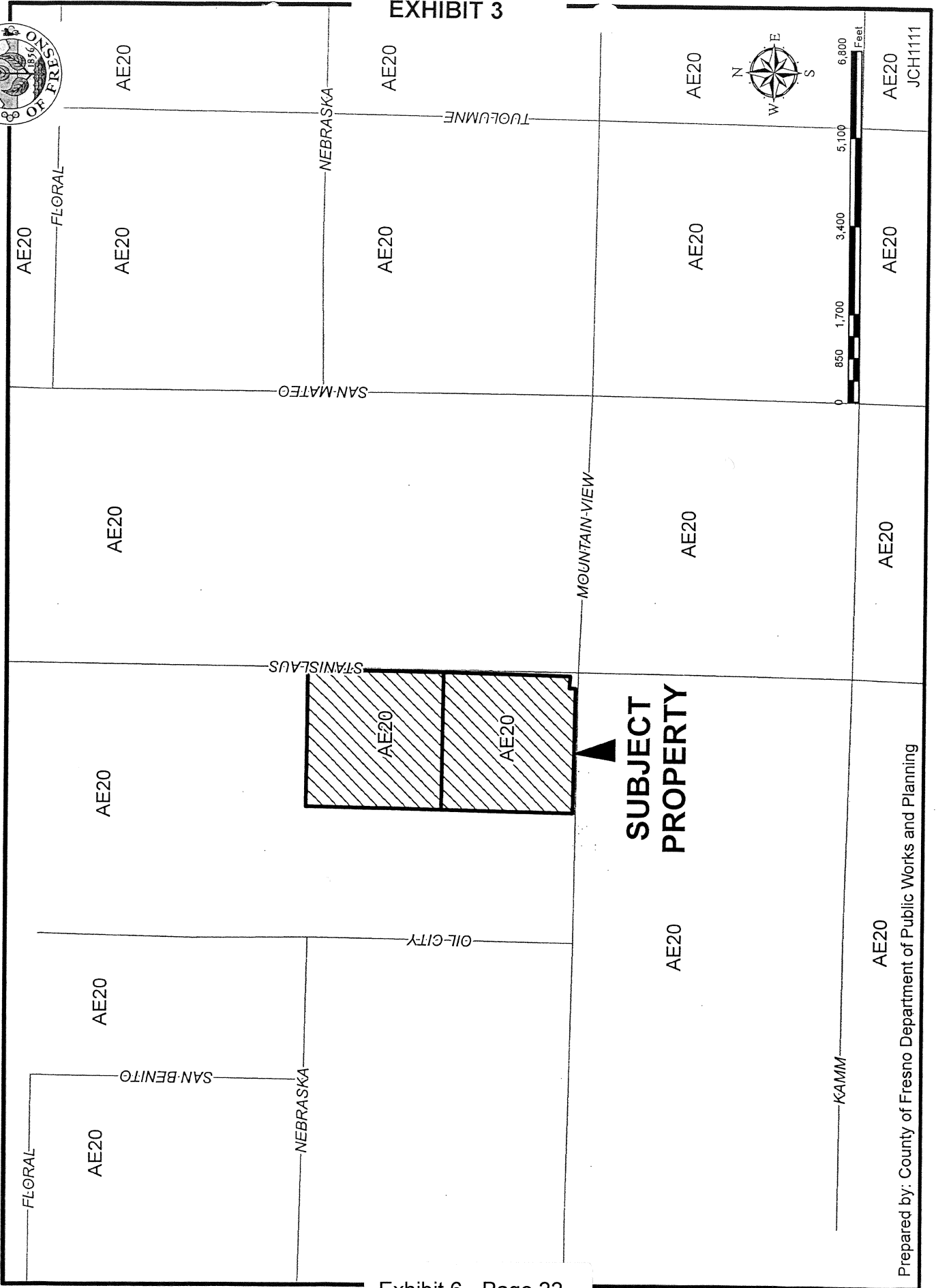


EXHIBIT 2

# EXISTING ZONING MAP



## EXHIBIT 3



Prepared by: County of Fresno Department of Public Works and Planning



CUP 3383

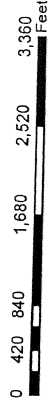
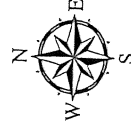
# EXISTING LAND USE MAP



LEGEND	
SF# - SINGLE FAMILY RESIDENCE	
FC - FIELD CROP	
ORC - ORCHARD	
V - VACANT	

LEGEND:

-  Subject Property
-  Ag Contract Land



Department of Public Works and Planning  
Development Services Division

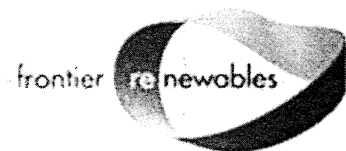






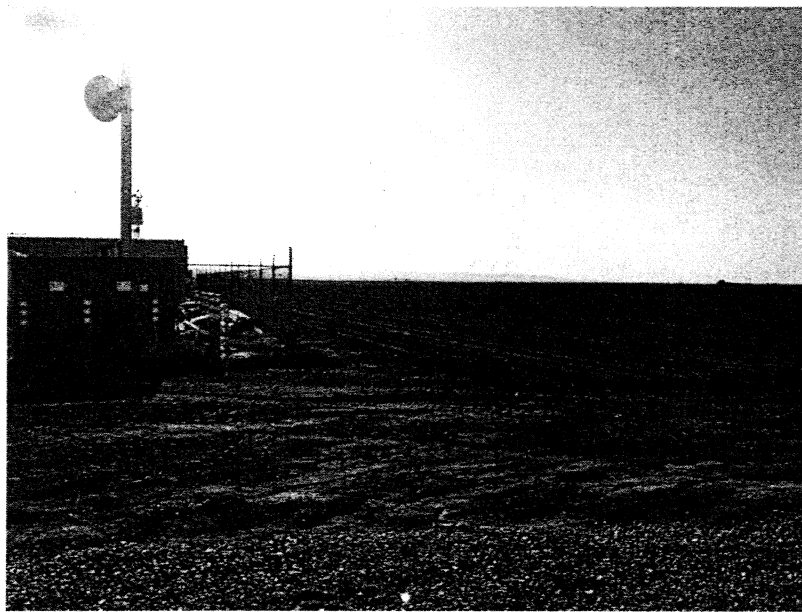
## EXHIBIT 7

Giffen SP Operational Statement



# Giffen Solar Park

## Operational Statement



### Frontier Renewables, LLC

1777 Borel Place, Suite #102  
San Mateo, CA 94402  
(650)-539-3380

## **Giffen SP Operational Statement**

### **Project Information**

Frontier Renewables is proposing the Giffen Solar Park, a 20MW solar photovoltaic power plant in western Fresno County, California. The proposed solar electrical generating facility will consist of a photovoltaic solar power system that will produce clean, renewable direct current (DC) electricity and convert it to alternating current (AC). Once in operation, the facility will be unmanned and controlled remotely. All AC power produced at the proposed facility will be transmitted onto the local utility's energy grid via the Giffen Substation that is immediately adjacent to the proposed facility. The solar park will consist of solar modules, DC to AC power inverters, racking materials, and all necessary safety equipment to generate at a capacity of 20MW AC supplied to the utility grid.

The installation will be divided into 17 blocks of 1.5MWp and 1 block of 750MWp. The solar array will contain 9 inverters of 2.34MW to receive power from a total of 89,763 295w solar modules, for an aggregate DC output of 26.48MWp and 20MW AC.

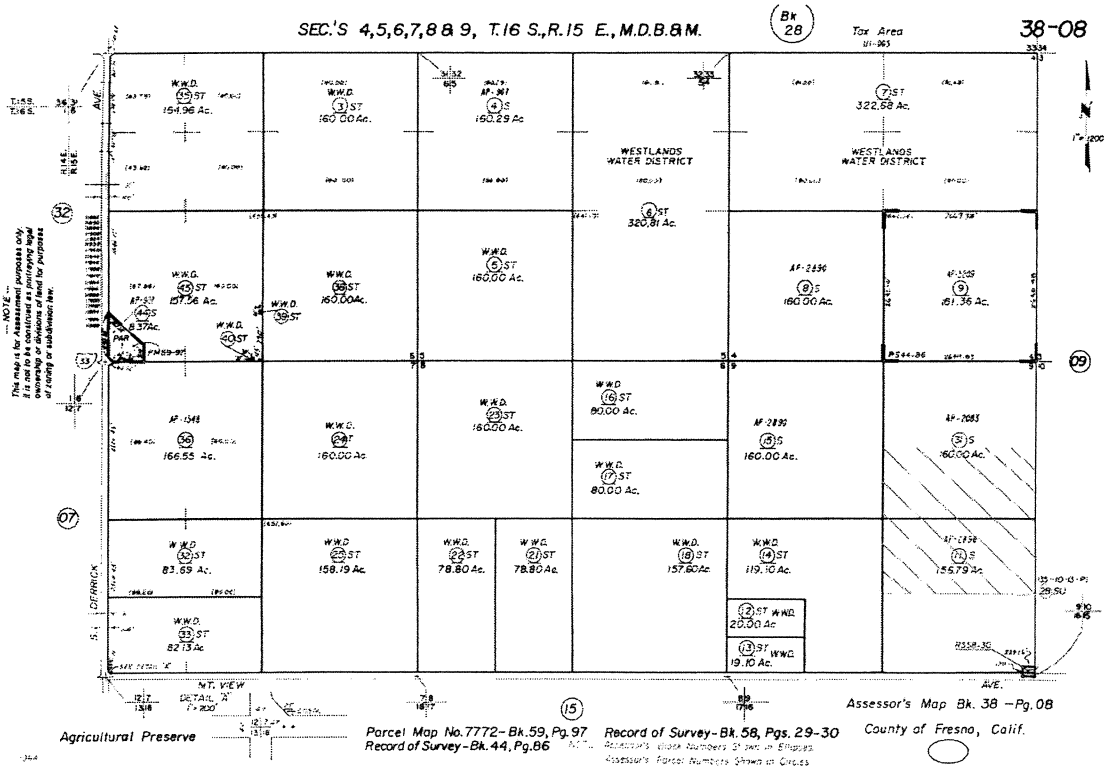
The AC output of each inverter will be joined into to an AC parallel switchgear at 35kV and connected to an onsite switching station transformer that will convert output voltage from 35kV to 70kV for subsequent connection to the Giffen substation for interconnection to the utility power grid.

As part of the proposed solar PV project, PG&E would need to perform network upgrades to accommodate the new electric generation interconnection. The proposed network upgrades are currently anticipated to include expanding PG&E's Giffen Substation and building a double-circuit 70 kV power line from Giffen Substation to PG&E's existing Mendota-San Joaquin-Helm 70 kV power line located approximately 5 miles north from Giffen Substation. The substation would be expanded to the west and north; and the proposed 70 kV power line would follow an existing utility corridor which is adjacent to S. Stanislaus Avenue; the power line would be a wood and/or steel pole design. Giffen Substation is located on Mountain View Avenue and S. Stanislaus Avenue in Fresno County.

### **Assessor's Parcels**

1. APN 038-080-11S (portions thereof)
2. APN 038-080-30S (portions thereof)

Location Map:



Operational Time Limits

Once in operation, the solar power plant is a static facility 24 hours a day, which generates electricity during daylight hours. The plant will be fully operational every day from sunrise to sunset. Typically, the plant will produce energy from 6:00am until 6:00pm. Scheduled solar park maintenance will be during the daytime, between 7:00am and 3:30pm. Unscheduled emergency maintenance can occur at any time; however daylight maintenance and emergency service will be strongly encouraged to maximize worker safety.

Special activities at Giffen Solar Park will include periodic panel washing and educational field trips during normal business hours.

#### Exclusive Use & Employee Access

This facility will be a private facility and, for safety reasons, will not be open to the public. Only authorized personnel will be permitted on site and will generally be limited to the employees monitoring and maintaining the facility.

#### Number of Employees

Upon completion of construction, the Giffen Solar Park will function as an unmanned facility that will be monitored and operated remotely. Regularly scheduled maintenance will occur 1-2 times per month and emergency maintenance will occur as needed. During scheduled maintenance and emergency repairs will require an approximate crew of two technicians. Panel washing will occur approximately 1-2 times a year approximately six month intervals. Panel washing will require a crew of approximately 4 employees.

#### Service and Delivery Vehicles

The level of activity entering and leaving the site will peak during construction. The initial phase of construction will include equipment and personal vehicles typical of civil contractors. Phase II will include fencing installers, electrical contractors, panel installers, electricians, landscapers, and equipment delivery trucks. The initial civil development phase will extend approximately two months with an average of 20 vehicle visits per day, during normal business hours. Phase II shall commence as Phase I winds down and shall last for approximately six months, with an average of 15 vehicle visits per day.

#### Site Disturbance

The intent of the proposed solar development is to adhere to the pre-existing contours of the terrain to minimize grading and earth moving. Such activities will largely be undertaken to fulfill fire access road requirements and the vehicle maintenance parking area.

#### Site Access



Access onto the project site will be via a dirt road from S. Stanislaus Ave. The access road will be gated and keyed to prevent unauthorized access on the project site.

#### On Site Parking

During construction all employees will park within the site, well removed from the shoulder of the road. Two all-weather parking spaces will be built to provide onsite parking for solar maintenance staff.

#### On Site Retail

20MW of AC electricity will be sold to PG&E or another load serving entity through a Power Purchase Agreement (PPA) and distributed to utility network via the Giffen substation that is adjacent to the project site on the same quarter section of land.

### **Equipment**

#### Photovoltaic Modules

Photovoltaic (PV) modules will be the primary component of the Giffen Solar Park. PV modules generate electricity by safely converting the energy of the sun's photons into direct current (DC). PV modules can be wired in series and/or parallel to obtain required nominal voltage. The modules are arranged with interconnecting modules to increase overall reliability. This technology requires no moving parts or fuel, limited maintenance, and is a proven technology. They have been stringently tested, and are robustly constructed to guarantee a useful life of 25 years in adverse weather conditions.

The PV panels are uniformly dark in color, non-reflective, and are designed to be highly absorptive of all light that strikes their glass surface. The solar modules deployed for use in the project will be PTC tested, UL rated and CEC certified components that comply with all industry standard quality testing. Panels will be electrically connected to the grounding system of the plant in accordance with local code and regulations. The attached conceptual design is modeled on the JA Solar 295w DC solar module; however the final panel selection will be determined at the detailed project-engineering phase.

The PV modules and all other major components will be manufactured at an offsite location and transported to the project area.

#### Inverters

Inverters are a key component of the photovoltaic plants because they convert the direct current (DC) generated by the PV array into alternating current (AC) that is compatible for use with the transmission network.

The inverters specified for this project is the Siemens SinVert2400 three phase 2.34MW inverter (or a similar, owner-approved equivalent) with an output voltage of 35kV. Inverters will be optimally located within the solar array to reduce voltage losses caused by long DC current wiring runs and to minimize cross-sectional area of the associated conductors.

### Battery Energy Storage System Description

The Giffen Solar Park plans to construct a Battery Energy Storage System (BESS) adjacent to the substation and solar facility to provide dispatchable energy under various operating conditions. The ability to store energy will improve the plant's operability and improve the integration of as-available solar generated energy resources into the transmission network by offering additional ramp rate control, energy firmness, etc.

Giffen Solar Park is exploring a variety of methods to provide energy storage at the facility, and the specifications and design of these facilities cannot be completely determined until the needs of the utility are fully articulated in a Power Purchase Agreement.

However, the proposed facility will operate under the following parameters:

- The footprint of the BESS may not exceed 100' x1500'
- The energy storage capacity may range from 1MW to 20MW, providing a power discharge range from 1 -40MWh
- The primary storage components will consist of self-contained electro-chemical battery systems using conventional storage technologies with proven safety and performance records that may include but are not limited to Lithium Ion, Nickel Cadmium, Zinc Chlorine Redox Flow, or advanced lead acid batteries
- Each individual unit is approximately 1MW capacity rated to 1.5MWH, accordingly the number of units deployed will be as few as 1 but will not exceed 300 units
- Each self-contained storage unit will approximate the dimensions of a standard 40' shipping container, 40'L x 8'W x 8.5' H
- Depending on technology deployed, the BESS may need a roof structure to cover the storage units. A concrete slab foundation under the units may also be required
- BESS will also employ a series of high efficiency DC to AC and AC to DC inverters, voltage regulating equipment, and circuit breakers as necessary to integrate the storage facility with the solar plant and the transmission grid
- The BESS will be designed to draw power for storage from additional energy generated by the solar facility and through a service connection with local utility provider

### Support Structures

Racking refers to the structure that the solar PV modules are affixed to that allows them to be properly positioned for maximum capture of the sun's solar energy.

The arrays will be oriented along a north-south axis as seen on the Site Plan. The panels will be mounted on sets of galvanized steel racking that rotate from east to west in order to track the sun's path throughout a day. The tracking function of the proposed project adds additional value to the project in several ways:

- increases system energy production output by approximately 30%

- generates more power during utility peak loading periods, usually afternoons during the summer months
- maximizes energy production per solar panel resulting in less per-unit installed equipment

The Giffen Solar Park project will use a combination of galvanized I-beams, tubular steel posts and channel steel rails. I-beam/tubular steel posts will be driven into the soil, using a pile/vibratory/rotary driving technique similar to that used to install freeway guardrails. Driven pier foundations offer multiple benefits, including quick installation, minimal site disturbance, and are a 'concrete-free' foundation solution that will allow for easy site reclamation at the end of the project life cycle.

Racking arrays will be interconnected and mobilized via a common steel drive arm. The drive arm is controlled by a programmable electronic control timer. It slowly pushes/pulls the racking and turns panels towards the sun. The conceptual layout provided herein was designed using the Opel TF-800 single axis tracker; however, final tracker selection will be determined at the detailed project-engineering phase.

To allow solar panel array rotation from east to west and to avoid energy output reducing shadow effects, a minimum open space of 8-10 (east to west) is required between rows. The final spacing will be determined at the detailed project-engineering phase. The open row spacing also accommodates access for array maintenance and servicing.

Each panel row would measure approximately 185 feet in total combined length, and approximately 6.5 feet in width. The total height of the system measured from ground surface would be approximately ranges from 5.25 feet to 7.75 feet depending on time of day. The arrays final elevations from ground would be determined during detailed project design for the project. It is common to maintain as low of an elevation profile as possible to reduce potential wind loads on the panel system.

#### Additional electrical equipment

Panels will be electrically connected into adjacent panels to form panel "strings" using wiring attached to the racking. Panel strings will be electrically connected to each other via underground wiring. Wire depths would be in accordance with local, State, and Federal codes. "String" wiring terminates at Array Combiner Boxes, which are lockable electrical boxes mounted on the racking structure. Output wires from Combiner Boxes would be routed underground to inverter/transformer locations.

Concrete equipment pads with weather canopies and additional security fencing would be located within the solar panel fields to support the inverters, distribution transformers, and switching gear.

#### Utility Interconnection Equipment

Multiple concrete pads will be constructed on the southeast corner of the parcel to host the interconnection transformer. The Utility Grid Interconnection Area will include all requisite medium voltage circuit breakers, switches, meters, and related equipment, as detailed in the enclosed Electrical Single Line drawing. The estimated overall footprint of the Grid Interconnection Area would be approximately 100 feet by 110 feet and is determinate upon CAISO and utility requirements. The sizing will be finalized in the final engineering phase.

### Interconnection Point

Frontier Renewables has submitted an Interconnection Request (IR) to CAISO to connect a 20MW AC facility to the Giffen Substation. The IR was assigned to cluster IV interconnection study, and it is currently awaiting the results of the Phase II studies. The I/C study and process requires large cash deposits from the developer to perform the work. Frontier Renewables currently has \$500k in deposits of which ½ is non-refundable. However, based on the results of the phase I study, there is ample capacity at the point of interconnection, and the interconnection costs of the Giffen Substation are expected to be extremely low for a project of this size, estimated at \$625K in on site upgrades.

The Giffen Solar Park will be interconnected to the Giffen Substation, tying in to the 70kV transmission bus. The AC output of the solar array will be stepped-up to 35kV via pad mounted transformer located alongside each inverter and collected through a network of medium voltage junction boxes and metal clad switchgear for step up to 70kV by a single step up transformer within the Interconnection Area, which will also host the switching station for tie-in to the 70kV bus.

PG&E will deliver service level grid power to the Interconnection Area via underground conduit or above ground wiring pursuant to all county and state regulations. The distance of the Grid Interconnection Area to the Giffen Substation will be less than 1000 feet. Relative to other solar generation projects, 1000 feet of interconnection wiring is considered a minimal distance.

### Telecommunications Equipment

The project will require interconnection with the existing local telecommunication system at the Grid Interconnection Pad. The applicant or his appointed contractors will work with telecommunications vendors to determine the ideal methodology and design to deliver telecommunications to the interconnection pad per CAISO and utility requirements.

### Meteorological Data System

The project would require one meteorological data collection systems. The systems would include the following instruments, which would be mounted at one location, likely adjacent to one of the Inverter housings. The following meteorological data would be collected at the level of the solar panels or at approximately 8 feet above the ground:

- Global horizontal irradiance
- Global irradiance /array plane
- Ambient temperature
- PV back-panel temperature
- Wind speed
- Wind direction
- Relative humidity
- Precipitation
- Barometric pressure
- Visibility

### Fire Protection & Security

Fire protection improvements will consist of perimeter and evenly dispersed interior access roads, conforming to Fresno County and California state Fire Code standards, with a 20 foot minimum width, constructed of all-weather recycled aggregate base.

Site security will consist of an eight foot high chain link fence with three strand barbed wire installed around the perimeter of the solar farm. One manual swing gate opening will be constructed at the main entrance.

Additional site security measures will include a computer controlled pole-mounted video surveillance system with infrared detection with remote monitoring. Finally, motion activated area lighting will be installed at key locations throughout the farm, and light fixtures will be hooded and directed such that light impacts will no extend beyond the property.

#### Visual Impacts

Giffen Solar Park will not cause unsightly appearances, as it will maintain a low profile with a maximum height of 8' feet and will be constructed in a uniform arrangement with consistent spacing between panel rows. The solar panels will generate a negligible amount of glare and will be angled in such a manner that will not interfere with neighbors, pedestrians, or traffic.

No advertising, buildings, or street lighting will be built. Security lighting will be used within the fenced area, but will be hooded and positioned to have no visual footprint outside of the project site.

#### Water Consumption

It is anticipated that the volume of water used during construction and operation of the Giffen Solar Park will be far less than what is currently consumed on site in its agricultural use, requiring no more than one acre-foot per year. It is anticipated that 1 acre-foot will be used during the construction phase and 1 acre-foot during the operations and maintenance of the solar facility. There is an existing well in the southwest corner of the property.

A hydrology study will be prepared during design focusing on limiting off-site impacts from the development. It is estimated that the storm water runoff impacts from the project will be minimal and all necessary mitigation measures will be incorporated into the final design.

#### Waste

Sewage from the solar facility maintenance crew will be handled with weekly service of one port-a-potty. The volume of waste is estimated to be no more than 25 gallons per week. Solid waste will be recycled using a local hauling company or transported to a recycling center by employees. Total volume of waste is expected to be the same or less than the current use.

#### Material Storage:

Upon completion of the Giffen Solar Park, no additional onsite material storage will be required. Replacement parts and components will be warehoused offsite, and deployed as needed.

*For any other additional information, please consult appendixes and other enclosed documents or contact the Giffen Solar Park project representatives.*

EXHIBIT 8

Giffen SP Solar Supplemental



**Giffen Solar Park**

Solar Supplemental Information for Fresno County, California

CUP 3383  
RECEIVED  
COUNTY OF FRESNO

AUG 21 2012

DEPARTMENT OF PUBLIC WORKS  
AND PLANNING  
DEVELOPMENT SERVICES DIVISION

REVISED COPY

**Frontier Renewables, LLC**

1777 Borel Place, Suite #102  
San Mateo, CA 94402  
(650)-539-3380

**Solar Supplemental Information for Giffen Solar Park, LLC**

**INTRODUCTION**

This report was prepared by Tartaglia Engineering, Inc. on behalf of Frontier Renewables and Giffen Solar Park, LLC ("the applicant") to provide information that will ensure compliance with the County of Fresno Department of Public Works and Planning's Solar Electrical Generation Facility Supplemental Information requirements. These requirements are applicable to any land use entitlement application for a solar facility proposed on land currently used for agriculture, and/or subject to an existing Williamson Act Contract. The applicant, Frontier Renewables, is petitioning to cancel as part of the Giffen Solar Park ("project").

**1. AGRICULTURAL HISTORY AND LAND USE STATUS**

The project is proposed to be located on a 168 acre site located within an unincorporated area of the county, approximately 3 miles northwest of the Cantua Creek, CA. The property is zoned AE20 and is designated "Exclusive Agricultural" under the Fresno County General Plan and is encumbered by a Williamson Act contract. The project site is bordered on all sides by agriculture growing field crops. The owner has grown a variety of crops in the past 9 years. Please see Table 1-1 for crop history. All years used surface irrigation from the water district with supplemental water from a well.

Table 1-1 Giffen Crop History

APN 038-080-11s Giffen 10 Year Crop History				
YEAR	Crop	Irrigated (Y/N)	Tilled(Y/N)	Yield
2012	Proc. Tomatoes	Y	Y	Unavailable
2011	Proc. Tomatoes	Y	Y	64 tons
2010	Proc. Tomatoes	Y	Y	Unavailable
2009	Proc. Tomatoes	Y	Y	63 tons
2008	Dehy. Onions	Y	Y	14 tons
2007	Proc. Tomatoes	Y	Y	37 tons
2006	Dehy. Onions	Y	Y	24 tons
2005	Proc. Tomatoes	Y	Y	27 tons
2004	Long staple cotton	Y	Y	3 bales
2003	Unavailable	Unavailable	Unavailable	Unavailable

APN 038-080-31s Giffen 10 Year Crop History				
YEAR	Crop	Irrigated (Y/N)	Tilled(Y/N)	Yield
2012	Proc. Tomatoes	Y	Y	Unavailable
2011	Proc. Tomatoes	Y	Y	58 tons
2010	Proc. Tomatoes	Y	Y	44 tons
2009	Proc. Tomatoes	Y	Y	49 tons
2008	Sugar Beets	Y	Y	34 tons
2007	Dehy. Onions	Y	Y	18 tons
2006	Proc. Tomatoes	Y	Y	24 tons
2005	Long staple cotton	Y	Y	3 bales
2004	Long staple cotton	Y	Y	3 bales
2003	Unavailable	Unavailable	Unavailable	Unavailable



## 2. WATER SOURCE

Agricultural water used for this site relies entirely on irrigation allocations from Westlands Water District, and other waters that are pumped in from landowner's adjacent parcels. There are no wells on the property. The groundwater level is between 200-250ft, according to WWD 2009 maps of the generalized depth of the Sub-Corcoran piezometric surface. The 100% allocation is approximately 2.6 Acre-feet per acre.

Table 2.1 Giffen Site Water Allocation

Giffen Site Water Allocation Table		
Year	Water Allocation	Water Disposition Used On-Site
2012	40%	100%
2011	80%	100%
2010	45%	100%
2009	10%	100%
2008	40%	100%
2007	50%	100%
2006	100%	100%
2005	85%	100%
2004	70%	100%
2003	75%	100%

During construction, the primary use of water would be for dust control. Water may also be needed to moisture condition the soils for proper compaction at roads and foundations. The total estimated construction-related water demand is 1 acre-foot, although actual demand may vary depending on the season that construction work occurs.

During operations, the expected annual water consumption is approximated to be 1 acre foot per year. Water for construction and operation and maintenance would be acquired through one of two options. The first option for project water supply would be for the applicant to enter into a Municipal and Industrial water agreement with WWD to supply water for construction. However, this water is unfit for human consumption. An alternative source of water will be used for cleaning the panels once the project is completed and running.

## 3. LAND RESTRICTIONS

The project site is currently encumbered by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.

- Contract for APN 038-080-115 was executed on January 2, 1971. It was recorded February 17, 1971 as instrument number 11837, Book 5863, Page 96 of Official Records.

- Contract for APN 038-080-31S was executed on January 14, 1970. It was recorded February 26, 1970 as instrument number 14010, Book 5765 Page 193 of Official Records.

The Applicant will petition to cancel the contracts to allow the construction of the Giffen Solar Park project in an Agriculture zoned parcel.

Additional encumbrances on the project parcels are the terms, covenants, conditions and provisions pertaining to easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of the said real property, and the right to drill for, produce and use water from the said real property including connection with drilling or mining operations thereon.

- APN 038-080-11s granted Deed dated September 19, 1960, recorded September 23, 1960 in Document No. 68494 in Book 4443, Page 650, of Official Records.
- APN 038-080-31s granted Deed dated December 27, 1965, recorded December 29, 1965, in Document No. 104217 in Book 5257, Page 25 of Official Records.

See Appendix A for Title Reports and Grant Deeds.

#### 4. SOILS

The U.S. Department of Agriculture (USDA) Soil Survey Geographic database was used to map soils occurring on the project site and in the surrounding area. This information is available through the Web Soil Survey. Two soil types were mapped within the project site, all of which are deeper than 200". The project site is composed of Tranquility clay, map unit 286, a poorly drained, wet, saline-sodic soil occurring on slopes of 0 to 1 percent.

These soils are classified as Farmland of Statewide Importance (286 (459) by California Department of Conservation based on their physical characteristics, although they have a California Revised Storie Index of "Grade Five - Very Poor" and "Not Rated" respectively. The potential for seedling mortality is High to Moderate. The Irrigated Capability Class is 3 (severe limitations reducing choice of plants, requiring special conservation practices or both) for map unit 286 and 2 (moderate limitations ...) for map unit 459. The Non-irrigated Capability Class is rated 7 for both units being soils having very severe limitations that make them unsuitable for cultivation and restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat. See Appendix B for soil information from the Web Soil Survey.

#### 5. PROPOSED PROJECT SITE BUFFERS

Frontier Renewables development strategy is to lead environmental stewardship in solar development and to facilitate local relationships. Neighboring properties around the project site are active agricultural facilities and Frontier acknowledges the need to adopt pest management practices and continually monitor for pest infestations, contributing to overall quality and integrity of the larger farming community. A buffer zone will facilitate this and will also reduce the amount of dust and any overspray from the surrounding farmland. The majority of the buffer zones are between 60 and 80' with the northeast corner being the closest at 40' due to converging property lines. Frontier Renewables will

- Frontier will install an 8-foot-high fence around the perimeter of the project which would be set back from the property boundary and adjacent roads. Setback distances will vary depending on adjacent resources, easements, transmission line locations and project design needs.
- Frontier will install and maintain drought tolerant landscaping at key locations to minimize visibility of the site from adjacent properties and to provide a vegetative screen to catch dust generated from agriculture activities. Particular attention will be paid to avoid landscaping with any plants known to host or vector diseases and pests associated with crop damage.

## 6. RECLAMATION PLAN

Fresno County has approved specific requirements for reclamation of sites following development and decommissioning of solar facilities. As decommissioning of the project would not be undertaken for more than three decades, Frontier proposes to provide the county with a detailed reclamation plan at the time of proposed decommissioning, which would be submitted for county staff review prior to the site decommissioning process.

The reclamation plan would provide all information required under Fresno County's Reclamation Plan guidance, including details of site use and ownership, reclamation process and timeline, engineering cost estimate, and ownership information. Prior to decommissioning, Frontier would also provide financial assurances (cash, letter of credit, corporate guaranty, or bond) to the county for the cost of reclamation to ensure that reclamation is carried out according to the reclamation plan.

It is Frontier's intention that the project would be constructed and decommissioned in such a way that the site could be returned to agricultural capability.

Site reclamation would include the following steps:

- Dismantling and removing all above- and below-ground equipment, cabling, posts, and foundations;
- Removing graveled and paved roads and their substrates;
- Removing the septic system and leach field; and
- Re-grading the site to pre-construction conditions and re-vegetating with nitrogen fixing and/or green manure crops to control dust.
- Following decommissioning, Frontier would recycle the solar panels used for the project.
- Other equipment removed during the decommissioning process would likewise be reused or recycled as appropriate.

## 7. SITE SELECTION PROCESS

Frontier Renewables is aware of the importance of agriculture in Fresno County and fully supports the county's objective of appropriately locating solar facilities to avoid conversion of high value farmland into other uses. In selecting a site for the project, Frontier's primary selection criteria were to find a site located on previously disturbed agricultural land proven to be physically impaired and/or marginally productive *and* in close proximity to existing transmission and substation facilities.

Frontier Renewables considers its site selection based on the following criteria:

- a. Minimal distances to transmission lines
- b. Close proximity to substations
- c. Minimal elevation changes
- d. Minimal impact on endangered flora & fauna and other environmental issues
- e. Proximity to adequate roadways
- f. Separation from residences
- g. Non-Prime farmland
- h. Distances from urban facilities
- i. Properties under single ownership
- j. Support of landowner
- k. Long term lease or purchase potential
- l. Approval processes with local jurisdictions
- m. Williamson Act Contracts

In choosing the project site, Frontier Renewables looked at over 40 properties throughout Fresno County. The project site was chosen because it met Frontier's selection criteria including non-prime farmland, onsite substation, and heavy reliance on surface water to be agriculturally productive.

The project site is also located in close proximity to existing transmission and substation facilities with available capacity, which would reduce the need for generation tie-in infrastructure and other facility upgrades. The project site meets all of Frontier's primary site criteria; therefore, it was preferable to other sites under consideration.

#### 8. PEST AND WEED MANAGEMENT PLAN

Frontier Renewables understands the importance of developing and maintaining a successful pest management plan on the project site to ensure that farming activities in the region are not adversely impacted by pests. Frontier Renewables intends to work cooperatively with neighboring landowners to avoid conflicts that may arise from project operations in relation to pest management. Frontier Renewables is committed to adhering to the following pest management strategies at the Giffen Solar Park project.

##### **Weed Management**

Landscaping and vegetation on the project site would be managed and maintained to reduce weed dispersal, reduce fire risk, and avoid impacts on surrounding agricultural operations. The project site would be inspected routinely for weeds during operations, and weed management would be implemented as needed. Weed management practices would include management of combustible vegetation on and around the project boundary, grazing or mowing of ground cover under the arrays, and appropriate disposal of any organic and inorganic materials used in facility maintenance.

##### **Vertebrate Pests**

Vertebrate pests include ground squirrels, rats, mice, gophers, and other pests, all of which commonly occur in agricultural facilities in Fresno County. The project would be inspected routinely for vertebrate pests during operations, and pest management would be implemented as needed. Pest management may include trapping, eradication with registered wildlife management professionals, and use of Environmental Protection Agency-approved rodenticides. Frontier Renewables would consult with the Fresno County Agricultural Commissioner and USDA County Agricultural Extension staff on the most appropriate vertebrate pest management strategies.

**Disease Management**

Due to the nature of project operations, the project site will not be a likely source or transmitter of pests or diseases that could impact surrounding agricultural activities. However, Frontier Renewables would consult with the Fresno County Agricultural Commissioner and local USDA County Agricultural Extension staff on disease management to ensure that operation of the project or installed landscaping does not contribute to disease generation or transmission in Fresno County.

**9. COMPLIANCE WITH THE COUNTY'S RIGHT TO FARM ORDINANCE**

The County of Fresno has developed and administers a Right to Farm policy and Zoning Ordinance as part of the Fresno County General Plan (Fresno Ordinance Code Section 17.01.100). The Zoning Ordinance ensures protection of existing agricultural operations where development threatens those operations.

The Right to Farm policy avoids potential conflicts associated with farming practices by notifying landowners who purchase property adjacent to existing farming operations. Landowners are then required to agree to the Right to Farm policy. Frontier Renewables would comply with county requirements associated with the Right to Farm policy and Zoning Ordinance. Frontier acknowledges farming is the primary land use and activity in the region. Frontier Renewables is committed to working cooperatively with farming operations in the vicinity of the project site to ensure that the project would be a compatible use within the surrounding agricultural landscape.

Appendix A

Title Report & Grant Deed



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

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

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

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

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

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

*Andy Kern*  
Countersigned



Chicago Title Company

BY *Alvin W. Z...* President

ATTEST *[Signature]* Secretary

Visit Us on our Website: [www.ctfc.com](http://www.ctfc.com)



# Chicago Title Company

ISSUING OFFICE: 8050 N. Palm Ave., Suite 110 • Fresno, CA 93711  
559 261-8950 • FAX 559 261-8980

## PRELIMINARY REPORT

Title Officer: Christine Upton

Title No.: 12-44112385-CU

Locate No.: CACTI7710-7710-4441-0044112385

TO: Tartaglia Engineering  
7360 El Camino Real  
Atascadero, CA 93423

ATTN: Tim Ewalt

PROPERTY ADDRESS: unincorporated, California

EFFECTIVE DATE: March 20, 2012, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Jill Burford-Minnick, as Successor Trustee of the Richard S. Burford Living Trust Trust Agreement UTD April 2, 2004, as to an undivided 9% interest; Jill Burford, as Trustee of the Shannon K. McKinsey Trust dated September 7, 2000, as to an undivided 87% interest; Janis Burford, as Trustee of the Janice A. McKinsey Intervivos Trust, as to an undivided 4% interest

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

TP\TP 03/28/2012



LEGAL DESCRIPTION

EXHIBIT "A"

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

The Southeast quarter of Section 9, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Excepting therefrom the following described parcel of land: Beginning at the Southeast corner of said Section 9; thence Westerly along the South line of said Section a distance of 229.26 feet to a point; thence Northerly and parallel with the East line of said Section a distance of 190 feet to a point; thence Easterly and parallel with the South line of said Section a distance of 229.26 feet to a point on the East line of said Section; thence sly along the said East line to the point of beginning.

Also excepting therefrom an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Herman C. Engebrecht and Catherine Engebrecht, husband and wife, Emoery Clayton Brown and Kathryn P. Brown, husband and wife, as community property, dated September 19, 1960, recorded September 23, 1960 as Document No. 68494 in Book 4443 Page 650 of Official Records.

APN: 038-080-11s

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **Reservations contained in the Patent**

From: The United States of America  
To: Minnie J. Brant, formerly Minnie J. Clothier  
Recorded: April 3, 1899, Book U, Page 380, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

2. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2012-2013.
3. **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.
4. **Taxes and assessments** levied by the Westlands Water District.

Amounts are unavailable at this time. A report has been ordered and the Company reserves the right to add additional items or make further requirements after review of the requested report.

5. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: County of Fresno  
Purpose: public road  
Recorded: October 3, 1927, Instrument No. 24959, Book 839, Page 169, of Official Records  
Affects: the South 30 feet

6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: County of Fresno  
Purpose: public road  
Recorded: May 10, 1945, Instrument No. 18765, of Official Records  
Affects: the North 10 feet of the Sout 40 feet of the Southeast quarter of Section 9

- 7. Terms, covenants, conditions and provisions contained in the Deed from Herman C. Engebrecht and Catherine Engebrecht, husband and wife, to Emory Clayton Brown and Kathryn F. Brown, husband and wife, as community property, dated September 19, 1960, recorded September 23, 1960 as Document No. 68494 in Book 4443 Page 650 of Official Records, which document provides for: all easements and rights necessary or 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 drilling or mining operations thereon. ✓

Reference is made to said document for full particulars.

- 8. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Westlands Water District  
 Purpose: water pipelines  
 Recorded: July 13, 1966, Instrument No. 52088, Book 5335, Page 427, of Official Records  
 Affects: The South 65 feet of the West 55 feet of the Southeast quarter of Section 9

All interest of Westlands Water District in said easement has passed to and is now held by United States of America.

- 9. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Westlands Water District  
 Purpose: water pipelines  
 Recorded: July 18, 1966, Instrument No. 53188, Book 5337, Page 307, of Official Records  
 Affects: the East 45 feet of the Southeast quarter of said Section 9

All interest of Westlands Water District in said easement has passed to and is now held by United States of America.

- 10. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.

Dated: January 2, 1971  
 Executed by: Emory Clayton Brown, et al and the County of Fresno  
 Recorded: February 17, 1971, Instrument No. 11837, Book 5863, Page 96, of Official Records  
 Affects: this and other land

ITEMS: (continued)

Title No. 12-44112385-CU  
Locate No. CACTI7710-7710-4441-0044112385

11. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$442,835.24  
Dated: November 18, 2003  
Trustor: Jill Burford, as Trustee of the Shannon K. McKinsey Trust UTD September 7, 2000, as to an undivided 87% interest and Harold D. Burford, as Trustee of the Janice A. McKinsey Intervivos Trust, as to an undivided 4% interest  
Trustee: Chicago Title Company, a California Corporation  
Beneficiary: Richard S. Burford  
Loan No.:  
Recorded: April 15, 2004, Instrument No. 2004-0082289, of Official Records

Affects: The herein described land and other land.

Various recorded assignments of the beneficial interest under said deed of trust as listed below.

Assignor: Richard S. Burford  
Assignee: Richard S. Burford, as Trustee of the Richard S. Burford Living Trust Trust Agreement UTD April 2, 2004  
Recorded: May 11, 2004, Instrument No. 2004-0103650, of Official Records

Assignor: Richard S. Burford, as Trustee of the Richard S. Burford Living Trust Trust Agreement UTD April 2, 2004  
Assignee: Burford Farming Company, Inc., a California Corporation  
Recorded: November 10, 2004, Instrument No. 2004-0253522, of Official Records

By the provisions of an agreement

Dated: March 10, 2011  
Executed by: Jill Burford-Minnick, as Trustee of the Shannon K. McKinsey Trust Dated September 7, 2000; Janis Burford, as Successor Trustee of the Janice A. McKinsey Intervivos Trust; Jill Burford-Minnick, as Successor Trustee of the Richard S. Burford Living Trust Agreement UTD April 2, 2004  
Recorded: March 22, 2011, Instrument No. 2011-40103, of Official Records

Said instrument was made subordinate to the lien of the document or interest described in the instrument

Recorded: March 22, 2011, Instrument No. 2011-40101, of Official Records

ITEMS: (continued)

Title No. 12-44112385-CU  
Locate No. CACTI7710-7710-4441-0044112385

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document. ✓

Granted to: Jeff McKinney and Scott J. McKinney, as Co-Trustees of The Gail B. McKinney Family Trust, under Declaration of Living Trust dated November 30, 1999 (a Revocable Living Trust)  
Purpose: ingress and egress  
Recorded: March 17, 2006, Instrument No. 2006-0056367, of Official Records  
Affects: Parcel 6 as described therein

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document. ✓

Granted to: Marilyn Lewis, Trustee of the Marilyn Brown Lewis Separate Property Trust, dated September 2, 2003  
Purpose: ingress and egress  
Recorded: August 6, 2007, Instrument No. 2007-0149134, of Official Records  
Affects: Parcel 6 as described therein

14. Matters contained in that certain document entitled "Order For Final Distribution" dated January 29, 2007, executed by Superior Court of California, County of Fresno recorded September 12, 2007, Instrument No. 2007-0169540, of Official Records, which document, among other things, contains or provides for: "A Federal estate tax return has been filed, and the tax due as shown thereon will be paid in installments over 10 years. The return has not been audited, and Petitioner has not been released from liability for any unpaid tax. Jill Burford-Minnick, as Successor Trustee of the Richard S. Burford Living Trust Trust Agreement UTD April 2, 2004, has acknowledged and accepted liability for any additional estate taxes that may be due."

Reference is hereby made to said document for full particulars.

15. A financing statement filed in the Office of the County Recorder, showing

Debtor: Burford Family Farming Co., a Limited Partnership and Jill Burford-Minnick  
Secured Party: Farm Credit West, PCA  
Date: None Shown  
Recorded: January 2, 2009, Instrument No. 2009-0000294, of Official Records

Affects: The herein described land and other land.

16. A financing statement filed in the Office of the County Recorder, showing

Debtor: Burford Family Farming Co and Jill Burford-Minnick  
Secured Party: Farm Credit West, PCA  
Date: None Shown  
Recorded: April 17, 2009, Instrument No. 2009-0052000, of Official Records

Affects: The herein described land and other land.

ITEMS: (continued)

Title No. 12-44112385-CU  
Locate No. CACT17710-7710-4441-0044112385

17. Matters contained in that certain document entitled "Severance Agreement" dated February 4, 2008, executed by Burford Family Farming Co. and Farm Credit West, PCA recorded May 1, 2009, Instrument No. 2009-0059325, of Official Records.

Reference is hereby made to said document for full particulars.

Affects: The herein described land and other land.

18. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$4,500,000.00  
Dated: February 14, 2011  
Trustor: Burford Family Farming Company, L.P., a California Limited Partnership; Jill Burford-Minnick, as Successor Trustee of the Richard S. Burford Living Trust Agreement, dated April 2, 2004, a California Trust; Jill Burford, as Trustee of the Shannon K. McKinsey Trust, dated September 7, 2000, a California Trust; Janis Burford, as Successor Trustee of the Janice A. McKinsey Intervivos Trust, a California Trust; James Burford and Tori Burford, husband and wife; Jill Burford, as Successor Trustee of the Jill Burford Intervivos Trust, a California Trust; Julia Burford Intervivos Trust, a California Trust; Julie Burford, as Trustee of the Cameron Burford Intervivos Trust, dated October 29, 2009, a California Trust; Salvador Parra and Mary Parra, husband and wife  
Trustee: Leon A. Moreno  
Beneficiary: Metropolitan Life Insurance Company, a New York Corporation  
Loan No.:  
Recorded: March 22, 2011, Instrument No. 2011-0040101, of Official Records

Affects: The herein described land and other land.

19. **Any invalidity or defect** in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a **Trust Certification pursuant to California Probate Code Section 18100.5**. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

20. **We find various Liens and Judgments**, that are of record against persons with similar or the same name as that of our vestee(s) shown herein. In order to complete this report, this Company requires a **Statement of Information** to be provided for the following vestee(s), which may allow and assist elimination of some or all of said Liens and Judgments. After review of the requested Statement(s) of Information, the Company reserves the right to add additional items or make further requirements prior to the issuance of any Policy of Title Insurance.

Vestee(s): Jill Burford- Minnick

ITEMS: (continued)

Title No. 12-44112385-CU  
Locate No. CACTI7710-7710-4441-0044112385

21. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.
22. Any facts, rights, interests or claims which a correct survey would disclose and which are not disclosed by the public records.
- 23. Any easements not disclosed by those public records which impart constructive notice as to matters affecting title to real property and which are not visible and apparent from an inspection of the surface of said land.
24. Water rights, claims or title to water, whether or not disclosed by the public records.
25. Any rights of the parties in possession of a portion of, or all of, said land, which rights are not disclosed by the public record.

This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**END OF ITEMS**

- Note 1.** The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.
- Note 2.** There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
- Note 3.** Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:
- |                         |              |
|-------------------------|--------------|
| Tax Identification No.: | 038-080-11s  |
| Fiscal Year:            | 2011 - 2012  |
| 1st Installment:        | \$871.97     |
| 2nd Installment:        | \$871.97     |
| Land:                   | \$178,170.00 |
| Code Area:              | 111-005      |

NOTES: (continued)

Title No. 12-44112385-CU  
Locate No. CACTI7710-7710-4441-0044112385

- Note 4.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 5.** Please contact Escrow Office for Wire Instructions.
- Note 6.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**END OF NOTES**





## ATTACHMENT ONE

### AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A
  - or
  - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

ATTACHMENT ONE  
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990  
EXCLUSIONS FROM COVERAGE

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

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

SCHEDULE B, PART I  
EXCEPTIONS FROM COVERAGE

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

PART I

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 not shown by the public records.

ATTACHMENT ONE  
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

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 not shown by the public records.

ATTACHMENT ONE  
(CONTINUED)

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

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

ATTACHMENT ONE  
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters:  
(a) created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy, or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:  
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or  
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:  
(a) to timely record the instrument of transfer; or  
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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 not shown by the public records.

ATTACHMENT ONE  
(CONTINUED)

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

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

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.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

**EXCEPTIONS FROM COVERAGE**

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

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

ATTACHMENT ONE  
(CONTINUED)

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

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

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

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.  
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

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

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

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

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



ATTACHMENT ONE  
(CONTINUED)

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

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

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

ATTACHMENT ONE  
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:  
(a) created, suffered, assumed or agreed to by the Insured Claimant;  
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;  
(c) resulting in no loss damage to the Insured Claimant;  
(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or  
(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(c) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:  
(a) The time of the advance; or  
(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

ATTACHMENT ONE  
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07/26/10)  
EXCLUSIONS FROM COVERAGE

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

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

### Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

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

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

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

Effective through November 1, 2014

Fidelity National Financial, Inc.  
Privacy Statement

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

**Personal Information Collected**

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

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

**Disclosure of Personal Information**

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

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

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

(privacy)

Page 2 of 2

Effective Date: 5/1/2008

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

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

**Confidentiality and Security of Personal Information**

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

**Access To Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

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

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

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

**Changes to this Privacy Statement**

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

### Notice of Available Discounts

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

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

**FNF Underwritten Title Company**  
CTC – Chicago Title Company

**FNF Underwriter**  
CTIC – Chicago Title Insurance Company

#### **Available Discounts**

##### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

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

##### **FEE REDUCTION SETTLEMENT PROGRAM (CTC and CTIC)**

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

##### **DISASTER LOANS (CTIC)**

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

##### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

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

BOOK 4443 PAGE 650  
WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO

Emory Clayton Brown  
13672 Road 23  
Madera, California

Order No. 213906-  
Escrow No. 213906-W

68194  
RECORDED AT REQUEST OF  
SECURITY TITLE INSURANCE COMPANY  
AT 12 MIN. PAST 9 AM

SEP 23 1960  
BOOK 4443 PAGE 650  
FRESNO COUNTY, CALIFORNIA  
J. L. BROWN, COUNTY RECORDER  
J. R. Woodward  
BY DEPUTY RECORDER  
FEE #0  
52

SPACE ABOVE FOR RECORDER'S USE ONLY



IN THIS SPACE

Grant Deed  
(Individual)

L. R. S. 4400

HERMAN C. ENGBRECHT and CATHERINE ENGBRECHT, husband and wife,

(GRANTOR - GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Do Hereby Grant To EMORY CLAYTON BROWN and KATHRYN F. BROWN,  
husband and wife, as community property,  
the real property in the  
County of Fresno State of California, described as follows:

The Southeast quarter of Section 9, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats;

EXCEPTING AND RESERVING unto Grantors herein an undivided one-half interest in and to 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 or 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 drilling or mining operations thereon.

ALSO EXCEPTING from said property that certain parcel described as bounded by a line which begins at a point at the southeast corner of said Section 9 and runs thence westerly along the south line of said Section 9 a distance of 229.26 feet to a point; thence northerly and parallel to the east line of said Section 9 a distance of 190.00 feet to a point; thence easterly and parallel to the south line of said Section 9 a distance of 229.26 feet to a point on the east line of said Section 9; thence southerly along the said east line to the point of beginning.

Please note:  
→

Dated September 19, 1960

STATE OF CALIFORNIA  
COUNTY OF Fresno } ss.

*Herman C. Engbrecht*  
*Catherine Engbrecht*

On September 19, 1960

before me, the undersigned, a Notary Public in and for said County and State, personally appeared  
Herman C. Engbrecht and  
Catherine Engbrecht,

known to me to be the person(s) whose name(s) (are) subscribed to the within instrument and acknowledged that they executed the same.

(Seal) *Floyd H. Hyde*  
(Notary signature line)

Floyd H. Hyde  
("His name (notary's) shall be typed or legibly printed")  
(Sec. 8205 - Government Code 1959)

My Commission Expires Sept. 15, 1964



PG & E easement

392

STANDARD GRADE RIGHT OF WAY  
ELECTRIC TRANSMISSION LINES

THIS INSTRUMENT, made by and between Herman C. Engbrecht and Catherine Engbrecht, husband and wife, hereinafter called first party, and Pacific Gas and Electric Company, a California corporation, hereinafter called second party,

WITNESSETH that:

In consideration of value paid therefor by second party, the adequacy and receipt whereof are hereby acknowledged, first party does hereby grant unto second party, its successors and assigns, the right to erect, construct, reconstruct, replace, maintain and use for the transmission and distribution of electricity and for private telephone and telegraph purposes of second party, a single line of poles and such wires as second party shall from time to time suspend therefrom, and all necessary and proper cross-arms, braces, connections, fastenings, guys and other appliances and fixtures for use in connection therewith, and also a right of way therefor, along each of the hereinafter described routes and across those certain premises situate in the County of Fresno, State of California, described as follows, to-wit:

.55

The Southeast Quarter of Section 9, Township 16 South, Range 15 East, N.D.S. & M. The route or routes of said poles across said premises will be as follows: Beginning at a point on the East and West centerline of said Section 9 and distant thereon 50 feet West from the East Quarter corner thereof and running thence southerly and parallel to the East line of said Section 9 and to a point on the South line thereof.

First party does further grant unto second party, its successors and assigns, the right of ingress to and egress from such right of way by a practical route or routes across the aforesaid premises. In exercising such right of ingress and egress second party shall, whenever practicable, use existing roads or lands, and shall repair any damage which may be caused by its use thereof.

Second party will indemnify first party and successors in estate against any and all loss and damage which may be caused by the exercise of said right of ingress and egress, or by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

Second party, in the exercise of the rights hereby granted, shall avoid unreasonable interference with such use by first party and successors in estate of the aforesaid premises as is not inconsistent with the full enjoyment of said rights by second party; provided, however, that first party and successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure or drill or operate any water, or oil, well, within 25 feet of any line of poles and wires erected hereunder.

Second party shall have the right (a) to erect, maintain and use gates in all fences which now cross or shall hereafter cross said route or routes, and (b) to trim and/or to cut and clear away, any trees and brush whatsoever, in its judgment, the same shall be necessary for the convenient and safe exercise of the rights hereby granted; provided, however, that all trees which second party shall cut or remove, if valuable for either timber or wood, shall continue to be the property of first party but all tops, logs, brush and refuse wood and timber shall be burned or removed by second party.

IN WITNESS WHEREOF, first party has executed these presents this 8th day of September, 1945.

Executed in the presence of HERMAN C. ENGBRECHT,  
of HAROLD GUSTAFSON CATHERINE ENGBRECHT

Witness.

IHS  
State of California, }  
County of Fresno, } ss.

On this 13th day of September in the year 1945 before me, J. C. Heaslet, a Notary Public in and for said County and State, personally appeared Harold Gustafson, personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto who, being by me duly sworn, deposed and said: That he resides in the County of Fresno, State of California; that he was present and saw Herman E. Engbrecht and Catherine Engbrecht, personally known to him to be the person described in, whose name is subscribed to and who executed the said instrument as a party thereto, sign, seal, execute and deliver the same; and that the said Herman E. Engbrecht and Catherine Engbrecht duly acknowledged, in the presence of affiant, that they executed the same; and that he, the said affiant thereupon, then and there subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

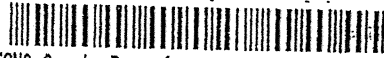
(SEAL) J. C. HEASLET Notary Public in  
and for said County and State.  
X 2225

THIS AGREEMENT made by and between Fresno Title Guaranty Company, a California

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Gail B. McKinney Trust  
22457 Avenue 13 1/2  
Madera, Ca. 93637



FRESNO County Recorder  
Robert C. Werner

DOC- 2006-0056367

Acct 5-First American Title Insurance Company

Friday, MAR 17, 2006 15:41:05

Ttl Pd \$18.00

Nbr-0002127303

CRR/R2/1-4

Space Above This Line for Recorder's Use Only

A.P.N.: 038-080-11s

File No.: 1012-2236077 (SR)

**EASEMENT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX  ; CITY TRANSFER TAX \$0.00;  
SURVEY MONUMENT FEE \$0.00

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of, and
- Exempt from transfer tax; Reason: Access Easement

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Jill Burford-Minnick as Successor Trustee of the Richard S. Burford Living Trust Trust Agreement  
UTD April 2, 2004 and Jill Burford-Minnick, as Trustee of the Shannon K. McKinsey Trust dated  
September 7, 2000, and Harold D. Burford, as Trustee of the Janice A. McKinsey Intervivos Trust

hereby GRANT(s) to Jeff McKinney and Scott J. McKinney, as Co-Trustees of The Gail B. McKinney  
Family Trust, under Declaration of Living Trust dated November 30, 1999 (a Revocable Living  
Trust)

the following described property in the unincorporated area of, County of FRESNO, State of California:

A non-exclusive easement, for ingress and egress purposes over, across and upon the  
following described land:

The Westerly 15 feet of the Southeast Quarter of Section 9, Township 16 South, Range 15  
East, Mount Diablo Base and Meridian, according to the Official Plat thereof;

Together with the Southerly 15 feet of the West 30 feet of the Northeast Quarter of Section  
9, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the  
Official Plat thereof.

Said Easement is appurtenant to, and for the benefit of the following described land:

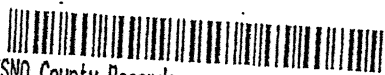
The Northwest quarter (NW 1/4) of Section 9, Township 16 South, Range 15 East, Mount  
Diablo Base and Meridian, according to the Official Plat thereof.

Dated: 2/23/2006

Mail Tax Statements To: SAME AS ABOVE

3

RECORDING REQUESTED BY  
Petoulakis Jensen & Friedrich, LLP  
WHEN RECORDED, RETURN TO:  
Matthew I. Friedrich, Esq.  
Petoulakis Jensen & Friedrich, LLP  
Post Office Box 92  
Modesto, California 95353-0092

  
FRESNO County Recorder  
Robert C. Werner  
DOC- 2007-0149134  
Check Number 3795  
Monday, AUG 06, 2007 15:08:55  
Ttl Pd \$15.00 Nbr-0002572538  
APR/R1/1-3

-- Space Above this Line for Recording Purposes Only --

APN: 038-080-15S

**EASEMENT DEED**

The undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00; CITY TRANSFER TAX \$0.00;  
SURVEY MONUMENT FEE \$0.00

- Computed on full value of property conveyed or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- unincorporated area;  City of, and
- Exempt from transfer tax; Reason: Access Easement

FOR CONSIDERATION, receipt of which is hereby acknowledged,

Jill Burford-Minnick as Successor Trustee of the Richard S. Burford Living Trust Trust Agreement UTD April 2, 2004 and Jill Burford-Minnick, as Trustee of the Shannon K. McKinsey Trust dated September 7, 2000, and Janice Burford, as Trustee of the Janice A. McKinsey Intervivos Trust

hereby GRANTS to

Merilyn Lewis, Trustee of the MERILYN BROWN LEWIS SEPARATE PROPERTY TRUST, dated September 2, 2003

The following property is described in the unincorporated area of, in the County of Fresno, State of California

A non-exclusive easement, for ingress and egress purposes over, across and upon the following described land:

The Westerly 15 feet of the Southeast Quarter (SE ¼) of Section 9, Township 16 South, Range 15 East, M.D.B. &M, according to the official plat thereof;

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: 1012-2236077 (SR)

APN No: 038-080-155

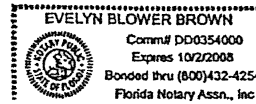
STATE OF ~~California~~ FLORIDA )SS  
COUNTY OF ~~Fresno~~ SARASOTA )

On MAR 11 8, 2006 before me, EVELYN BLOWER BROWN Notary Public, personally appeared HAROLD D. BUREFORD

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Evelyn Blower Brown



This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity \_\_\_\_\_

Name of Person or Entity \_\_\_\_\_

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Reproduced by First American Title Insurance 1/2001


Together with the Southerly 15 feet of the West 30 feet of the Northeast Quarter of Section 9, Township 16 South, Range 15 East, Mount Diablo base and Meridian according to the Official Plat thereof.

SAID EASEMENT IS APPURTENANT TO, AND FOR THE BENEFIT OF THE FOLLOWING DESCRIBED LAND:

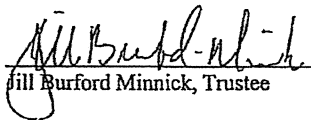
The Southwest Quarter (SW ¼) of Section 4, Township 16 South, Range 15 East, M.D.B. & M.

Dated: June 28, 2007

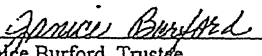
The Richard S. Burford Living Trust  
Trust Agreement UTD April 2, 2004

By:   
Jill Burford-Minnick, Successor Trustee

The Shannon K. McKinsey Trust  
Dated September 7, 2000

By:   
Jill Burford Minnick, Trustee

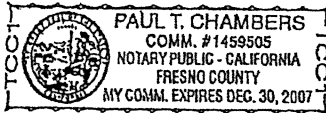
The Janice A. McKinsey Intervivos Trust

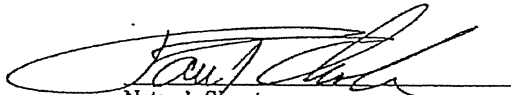
By:   
Janice Burford, Trustee

STATE OF CALIFORNIA )  
COUNTY OF Fresno ) ss.

On June 28, 2007, before me, Paul T. Chambers  
Notary Public, personally appeared JILL BURFORD-MINNICK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

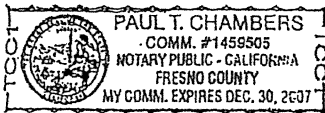


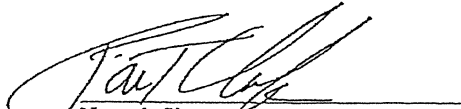
  
Notary's Signature

STATE OF CALIFORNIA )  
COUNTY OF FRESNO ) ss.

On July 25, 2007, before me, Paul T. Chambers  
Notary Public, personally appeared JANICE BURFORD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary's Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF California )
COUNTY OF Fresno )

File No: 1012-2236077 (SR)
APN No: 038-080-155

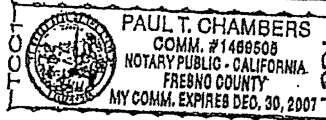
On March 7, 2006 before me, Paul T. Chambers, Notary Public, personally appeared Jill Burford-Minnick

personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[Handwritten signature of Paul T. Chambers]



This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
CORPORATE OFFICER(S) TITLE(S)
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT:
NUMBER OF PAGES DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE

Reproduced by First American Title Insurance 1/2001

A.P.N.: 038-080-15S

Grant Deed - continued

File No.: 1012-2236077 (SR)

The Richard S. Burford Living Trust Trust Agreement UTD April 2, 2004

Jill Burford-Minnick, Trustee  
BY: Jill Burford-Minnick, Successor Trustee

The Shannon K. McKinsey Trust dated September 7, 2000

Jill Burford-Minnick, Trustee  
By: Jill Burford-Minnick, Trustee

The Janice A. McKinsey Intervivos Trust

Harold D. Burford, Trustee  
By: Harold D. Burford, Trustee

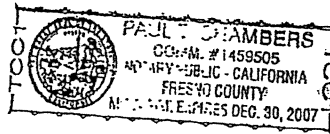
STATE OF California )  
COUNTY OF Fresno )

On 3-7-06, before me, Jill Burford-Minnick,  
Notary Public, personally appeared \_\_\_\_\_,

personally known to me  
(or 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.

WITNESS my hand and official seal.

Signature  
[Handwritten Signature]



My Commission Expires: \_\_\_\_\_

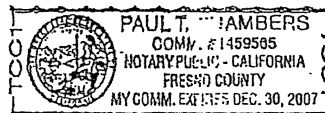
*This area for official notarial seal*

Notary Name: \_\_\_\_\_

Notary Phone: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

County of Principal Place of Business: \_\_\_\_\_

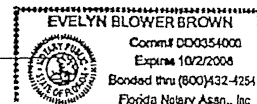


STATE OF FLORIDA/COUNTY OF SARASOTA

On March 8, 2006, before me, Evelyn Blower Brown, Notary Public, personally appeared Harold D. Burford who is personally known to me and is the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Evelyn Blower Brown  
Page 2 of 2





4443 650  
WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO

Emory Clayton Brown  
13672 Road 23  
Madera, California

Order No. 213906-  
Escrow No. 213906-W

68494  
RECORDED AT REQUEST OF  
SECURITY TITLE INSURANCE COMPANY

AT 12 MIN. PAST 7 AM

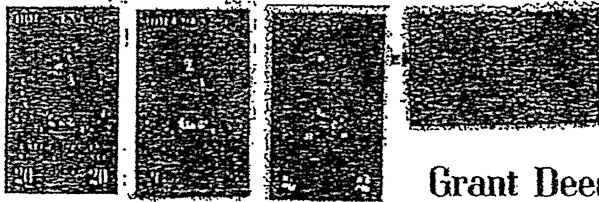
SEP 23 1960

4443 650  
FRESNO COUNTY, CALIFORNIA  
J. L. BROWN, COUNTY RECORDER

J. L. Brown  
BY DEPUTY RECORDER

FEE #0  
\$2

SPACE ABOVE FOR RECORDER'S USE ONLY



IN THIS SPACE

### Grant Deed

(Individual)

L.R.S. 447 00

HERMAN C. ENGBRECHT and CATHERINE ENGBRECHT, husband and wife,

(GRANTOR - GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Do Hereby Grant To EMORY CLAYTON BROWN and KATHRYN F. BROWN,  
husband and wife, as community property,  
the real property in the  
County of Fresno State of California, described as follows:

The Southeast quarter of Section 9, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats;

EXCEPTING AND RESERVING unto Grantors herein an undivided one-half interest in and to 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 or 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 drilling or mining operations thereon.

ALSO EXCEPTING from said property that certain parcel described as bounded by a line which begins at a point at the southeast corner of said Section 9 and runs thence westerly along the south line of said Section a distance of 229.26 feet to a point; thence northerly and parallel to the east line of said Section 9 a distance of 190.00 feet to a point; thence easterly and parallel to the south line of said Section 9 a distance of 229.26 feet to a point on the east line of said Section 9; thence southerly along the said east line to the point of beginning.

Dated September 19, 1960

STATE OF CALIFORNIA  
COUNTY OF Fresno } ss.

On September 19, 1960

before me, the undersigned, a Notary Public in and for said County and State, personally appeared  
Herman C. Engebrecht and  
Catherine Engebrecht,

known to me to be the person(s) whose name(s) (are) subscribed to the within instrument and acknowledged that they executed the same.

(Seal) Floyd H. Hyde  
(Notary signature line)

Floyd H. Hyde  
("His name (notary's) shall be typed or legibly printed")  
(Sec. 8205 - Government Code 1959)

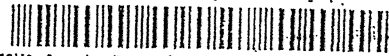
My Commission Expires Sept. 15, 1964

x Herman C. Engebrecht  
x Catherine Engebrecht  
C

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Gail B. McKinney Trust  
22457 Avenue 13 1/2  
Madera, Ca. 93637



FRESNO County Recorder  
Robert C. Werner

DOC- 2006-0056367

Acct 5-First American Title Insurance Company

Friday, MAR 17, 2006 15:41:05

Ttl Pd \$18.00

Nbr-0002127303

CRR/R2/1-4

Space Above This Line for Recorder's Use Only

A.P.N.: 038-080-11s

File No.: 1012-2236077 (SR)

**EASEMENT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX  ; CITY TRANSFER TAX \$0.00;  
SURVEY MONUMENT FEE \$0.00

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of , and
- Exempt from transfer tax; Reason: Access Easement

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Jill Burford-Minnick as Successor Trustee of the Richard S. Burford Living Trust Trust Agreement  
UTD April 2, 2004 and Jill Burford-Minnick, as Trustee of the Shannon K. McKinsey Trust dated  
September 7, 2000, and Harold D. Burford, as Trustee of the Janice A. McKinsey Intervivos Trust

hereby GRANT(s) to Jeff McKinney and Scott J. McKinney, as Co-Trustees of The Gail B. McKinney  
Family Trust, under Declaration of Living Trust dated November 30, 1999 (a Revocable Living  
Trust)

the following described property in the unincorporated area of , County of FRESNO, State of California:

A non-exclusive easement, for ingress and egress purposes over, across and upon the  
following described land:

The Westerly 15 feet of the Southeast Quarter of Section 9, Township 16 South, Range 15  
East, Mount Diablo Base and Meridian, according to the Official Plat thereof;

Together with the Southerly 15 feet of the West 30 feet of the Northeast Quarter of Section  
9, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the  
Official Plat thereof.

Said Easement is appurtenant to, and for the benefit of the following described land:

The Northwest quarter (NW 1/4) of Section 9, Township 16 South, Range 15 East, Mount  
Diablo Base and Meridian, according to the Official Plat thereof.

Dated: 2/23/2006

Mail Tax Statements To: SAME AS ABOVE

PG & E easement

382

STANDARD GRANT RIGHT OF WAY  
ELECTRIC TRANSMISSION LINES

THIS INSTRUMENT, made by and between Herman C. Engbrecht and Catherine Engbrecht, husband and wife, hereinafter called first party, and Pacific Gas and Electric Company, a California corporation, hereinafter called second party,  
WITNESSETH that:

In consideration of value paid therefor by second party, the adequacy and receipt whereof are hereby acknowledged, first party does hereby grant unto second party, its successors and assigns, the right to erect, construct, reconstruct, replace, maintain and use for the transmission and distribution of electricity and for private telephone and telegraph purposes of second party, a single line of poles and such wires as second party shall from time to time suspend therefrom, and all necessary and proper cross-arms, braces, connections, fastenings, guys and other appliances and fixtures for use in connection therewith, and also a right of way therefor, along each of the hereinafter described routes on and across those certain premises situate in the County of Fresno, State of California, described as follows, to-wit:

The Southeast Quarter of Section 9, Township 16 South, Range 15 East, M.D.B. & M. The route or routes of said poles across said premises will be as follows: Beginning at a point on the East and West centerline of said Section 9 and distant thereon 50 feet West from the East Quarter corner thereof and running thence southerly and parallel to the East line of said Section 9 and to a point on the South line thereof.

First party does further grant unto second party, its successors and assigns, the right of ingress to and egress from such right of way by a practical route or routes across the aforesaid premises. In exercising such right of ingress and egress second party shall, whenever practicable, use existing roads or lands, and shall repair any damage which may be caused by its use thereof.

Second party will indemnify first party and successors in estate against any and all loss and damage which may be caused by the exercise of said right of ingress and egress, or by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

Second party, in the exercise of the rights hereby granted, shall avoid unreasonable interference with such use by first party and successors in estate of the aforesaid premises as is not inconsistent with the full enjoyment of said rights by second party; provided, however, that first party and successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure or drill or operate any water, or oil, well, within 25 feet of any line of poles and wires erected hereunder.

Second party shall have the right (a) to erect, maintain and use gates in all fences which now cross or shall hereafter cross said route or routes, and (b) to trim and/or to cut and clear away, any trees and brush whatsoever, in its judgment, the same shall be necessary for the convenient and safe exercise of the rights hereby granted; provided, however, that all trees which second party shall cut or remove, if valuable for either timber or wood, shall continue to be the property of first party but all tops, logs, brush and refuse wood and timber shall be burned or removed by second party.

IN WITNESS WHEREOF, first party has executed these presents this 8th day of September, 1945.

Executed in the presence of HERMAN C. ENGBRECHT,  
of HAROLD GUSTAFSON CATHERINE ENGBRECHT  
Witness.

ENS  
State of California, }  
County of Fresno, } ss.

On this 13th day of September in the year 1945 before me, J. C. Heaslet, a Notary Public in and for said County and State, personally appeared Harold Gustafson, personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto who, being by me duly sworn, deposed and said: that he resides in the County of Fresno, State of California; that he was present and saw Herman E. Engbrecht and Catherine Engbrecht, personally known to him to be the person described in, whose name is subscribed to and who executed the said instrument as a party thereto, sign, seal, execute and deliver the same; and that the said Herman E. Engbrecht and Catherine Engbrecht duly acknowledged, in the presence of affiant, that they executed the same; and that he, the said affiant thereupon, then and there subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) J. C. HEASLET Notary Public in  
and for said County and State.

X 2225

THIS AGREEMENT made by and between Fresno Title Guaranty Company, a California

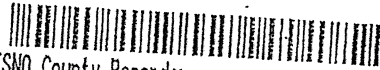
3

RECORDING REQUESTED BY

Petrulakis Jensen & Friedrich, LLP

WHEN RECORDED, RETURN TO:

Matthew I. Friedrich, Esq.  
Petrulakis Jensen & Friedrich, LLP  
Post Office Box 92  
Modesto, California 95353-0092



FRESNO County Recorder  
Robert C. Werner  
DOC- 2007-0149134

Check Number 3795  
Monday, AUG 06, 2007 15:08:55  
Ttl Pd \$15.00 Nbr-0002572538  
APR/R1/1-3

-- Space Above this Line for Recording Purposes Only --

APN: 038-080-15S

**EASEMENT DEED**

The undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00; CITY TRANSFER TAX \$0.00;  
SURVEY MONUMENT FEE \$0.00

- Computed on full value of property conveyed or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- unincorporated area;  City of, and
- Exempt from transfer tax; Reason: Access Easement

FOR CONSIDERATION, receipt of which is hereby acknowledged,

Jill Burford-Minnick as Successor Trustee of the Richard S. Burford Living Trust Trust Agreement UTD April 2, 2004 and Jill Burford-Minnick, as Trustee of the Shannon K. McKinsey Trust dated September 7, 2000, and Janice Burford, as Trustee of the Janice A. McKinsey Intervivos Trust

hereby GRANTS to

Merilyn Lewis, Trustee of the MERILYN BROWN LEWIS SEPARATE PROPERTY TRUST, dated September 2, 2003

The following property is described in the unincorporated area of, in the County of Fresno, State of California

A non-exclusive easement, for ingress and egress purposes over, across and upon the following described land:

The Westerly 15 feet of the Southeast Quarter (SE ¼) of Section 9, Township 16 South, Range 15 East, M.D.B. &M, according to the official plat thereof;

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF ~~California~~ FLORIDA )SS  
COUNTY OF ~~Fresno~~ SARASOTA )

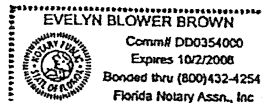
File No: 1012-2236077 (SR)  
APN No: 038-080-155

On MARCH 8, 2006 before me, EVELYN BLOWER BROWN Notary Public, personally appeared  
HAROLD D. BURKORD

personally known to me (or 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.

WITNESS my hand and official seal.

Signatur [Signature]



This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity \_\_\_\_\_

Name of Person or Entity \_\_\_\_\_

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Reproduced by First American Title Insurance 1/2001

4

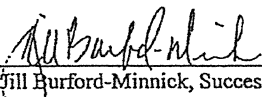
Together with the Southerly 15 feet of the West 30 feet of the Northeast Quarter of Section 9, Township 16 South, Range 15 East, Mount Diablo base and Meridian according to the Official Plat thereof.

SAID EASEMENT IS APPURTENANT TO, AND FOR THE BENEFIT OF THE FOLLOWING DESCRIBED LAND:

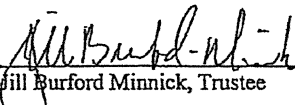
The Southwest Quarter (SW ¼) of Section 4, Township 16 South, Range 15 East, M.D.B. & M.

Dated: June 28, 2007


The Richard S. Burford Living Trust  
Trust Agreement UTD April 2, 2004

By:   
Jill Burford-Minnick, Successor Trustee

The Shannon K. McKinsey Trust  
Dated September 7, 2000

By:   
Jill Burford Minnick, Trustee

The Janice A. McKinsey Intervivos Trust

By:   
Janice Burford, Trustee



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

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

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

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

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

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

*Andy Kern*  
Countersigned



Chicago Title Company

BY *Reginald M. [Signature]* President

ATTEST *[Signature]* Secretary

Visit Us on our Website: [www.ctic.com](http://www.ctic.com)



# Chicago Title Company

ISSUING OFFICE: 8050 N. Palm Ave., Suite 110 • Fresno, CA 93711  
559 261-8950 • FAX 559 261-8980

## PRELIMINARY REPORT

Title Officer: Christine Upton

Title No.: 12-44113077-CU

Locate No.: CACTI7710-7710-4441-0044113077

TO: Tartaglia Engineering  
7360 El Camino Real  
Atascadero, CA 93423

ATTN: Patsy West  
YOUR REFERENCE: Job No. 12-17, Giffen

**PROPERTY ADDRESS:** apn 038-080-31s, unincorporated, California

**EFFECTIVE DATE: July 24, 2012, 07:30 A.M.**

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:  
**Burford Family Farming Company LP, a California limited partnership; and  
Janis Burford as successor trustee of the Janice A. McKinsley Intervivos trust; and  
Julia Burford as successor trustee of the Julia Burford Intervivos trust;**
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DS\DS 08/01/2012



**LEGAL DESCRIPTION**

**EXHIBIT "A"**

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

The Northeast quarter of Section 9, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Excepting therefrom the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying or that may be produced therefrom, including, without limiting the generality of the foregoing, all oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand, gravel and aggregates, and products derived therefrom, together with the exclusive and perpetual right of said grantee, its successors and assigns, of ingress and egress in, upon or over said property to explore and prospect for, extract, develop, save, convey, store, refine, process and remove the same and to make such use of said property and the surface thereof as is necessary or useful in connection therewith, which use may include the sinking, boring, digging or drilling of wells, shafts, or tunnels, excavations, open pit mining and constructing, maintaining and removing roads, ways, pipe lines, pole lines, tanks, buildings, structures and facilities, as conveyed by Southern Pacific Company, a corporation, to Bravo Oil Company, a corporation, by deed dated December 27, 1965, recorded December 29, 1965, in Book 5257 Page 25 of Official Records, Document No. 104217.

APN: 038-080-31s

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

**1. Reservations** contained in the Patent

From: The United States of America  
Recorded: of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by local customs, law and decision of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

**2. Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2012-2013.

**3. 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.

**4. Taxes and assessments** levied by the Westlands Water District.

Amounts are unavailable at this time. A report has been ordered and the Company reserves the right to add additional items or make further requirements after review of the requested report.

**5. Rights of way of lawful** width for any and all County Roads heretofore lawfully established and now in public use upon and across any of said lands, as reserved in the deed from Southern Pacific Railroad Company, to Southern Pacific Land Company, a corporation, dated March 6, 1912, Recorded March 22, 1912, in Book 492, Page 413 of Deeds, and subsequent deeds of record.

**6. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas & Electric Company  
Purpose: public utilities  
Recorded: December 14, 1945, Instrument No. 58891,  
Affects: property described herein

ITEMS: (continued)

Title No. 12-44113077-CU  
Locate No. CACTI7710-7710-4441-0044113077

7. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Westlands Water District  
Purpose: water pipelines  
Recorded: June 9, 1966, Instrument No. 43680, Book 5323, Page 280, of Official Records  
Affects: the South 55 feet of the West 55 feet of the Northeast quarter of said Section 9

8. **Covenants and restrictions** imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.

Dated: Not shown  
Executed by: County of Fresno and Southern Pacific Transportation Company, a corporation  
Recorded: February 26, 1970, Instrument No. 14010, Book 5765, Page 193, of Official Records

9. **Any discrepancies** in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded: In Book 44 page 86 of Record of Surveys

10. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Marilyn Lewis, Trustee of the Marilyn Brown Lewis Separate Property Trust, dated September 2, 2003  
Purpose: ingress and egress  
Recorded: August 6, 2007, Instrument No. 2007-0149134, of Official Records  
Affects: the Southerly 15 feet of the West 30 feet of the Northeast quarter of Section 9

11. **A financing statement** filed in the Office of the County Recorder, showing

Debtor: Burford Family Farming Co., a California Limited Partnership and Jill Burford-Minnick  
Secured Party: Farm Credit West, PCA  
Date: None Shown  
Recorded: January 2, 2009, Instrument No. 2009-0000294, of Official Records

Affects: The herein described land and other land.

ITEMS: (continued)

Title No. 12-44113077-CU  
Locate No. CACTI7710-7710-4441-0044113077

12. **A deed of trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$4,500,000.00  
Dated: February 14, 2011  
Trustor: Burford Family Farming Company, L.P.; Janis Burford, as Successor trustee of the Janice A. McKinsey Intervivos Trust; Jill Burford-Minnick, as Successor trustee of the Richard S. Burford Living Trust Agreement dated April 2, 2004; Jill Burford, as Trustee of the Shannon K. McKinsey Trust dated September 7, 2000  
Trustee: Leon A. Moreno  
Beneficiary: Metlife Investors USA Insurance Company  
Loan No.:  
Recorded: March 22, 2011, Instrument No. 2011-0040097, of Official Records

Affects: The herein described land and other land.

13. **Any invalidity or defect** in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a **Trust Certification pursuant to California Probate Code Section 18100.5**. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

14. **The application** for title insurance was placed by reference to only a street address or tax identification number.

Based on our records, we believe that the description in this report covers the parcel requested, however, if the legal description is incorrect a new report must be prepared.

If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.

#### END OF ITEMS

- Note 1.** The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

NOTES: (continued)

Title No. 12-44113077-CU  
Locate No. CACTI7710-7710-4441-0044113077

**Note 2.** Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:  
Tax Identification No.: 038-080-31s  
Fiscal Year: 2011 - 2012  
1st Installment: \$1,151.07  
2nd Installment: \$1,151.07  
Exemption: \$0.00  
Land: \$181,818.00  
Improvements: \$54,377.00  
Personal Property: \$0.00  
Code Area: 111-005

**Note 3.** There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.

**Note 4.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

**Note 5.** Please contact Escrow Office for Wire Instructions.

**Note 6.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**END OF NOTES**

**ATTACHMENT ONE**  
**AMERICAN LAND TITLE ASSOCIATION**  
**RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A
  - or
  - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

**ATTACHMENT ONE  
(CONTINUED)**

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

**PART I**

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 not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:  
(a) created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:  
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or  
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or  
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:  
(a) to timely record the instrument of transfer; or  
(b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

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 not shown by the public records.



**ATTACHMENT ONE  
(CONTINUED)**

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:  
(a) created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy, or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:  
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or  
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:  
(a) to timely record the instrument of transfer; or  
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

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 not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

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

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

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.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

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

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

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.  
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date; that result in no loss to You; or
  - c. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:  
(a) created, suffered, assumed or agreed to by the Insured Claimant;  
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;  
(c) resulting in no loss damage to the Insured Claimant;  
(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or  
(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:  
(a) The time of the advance; or  
(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE  
(CONTINUED)**

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

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

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

### **Notice**

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

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

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

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

Effective through November 1, 2014



Fidelity National Financial, Inc.  
**Privacy Statement**

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

**Personal Information Collected**

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

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

**Disclosure of Personal Information**

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

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

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

(privacy)

Page 2 of 2

Effective Date: 5/1/2008

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

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

**Confidentiality and Security of Personal Information**

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

**Access To Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

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

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

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

**Changes to this Privacy Statement**

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

### Notice of Available Discounts

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

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

#### **FNF Underwritten Title Company**

CTC – Chicago Title Company

#### **FNF Underwriter**

CTIC – Chicago Title Insurance Company

#### **Available Discounts**

##### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

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

##### **FEE REDUCTION SETTLEMENT PROGRAM (CTC and CTIC)**

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

##### **DISASTER LOANS (CTIC)**

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

##### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

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





RECORDING REQUESTED BY

Chicago Title Company

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name Harold Burford, Trustee  
Street c/o The Burford Ranch  
Address 1443 W. Sample Dr.  
City & State Fresno, CA. 93711  
Zip

Title Order No. 5627900 HR Escrow No. 5627900-SCF



FRESNO County Recorder  
Robert C. Werner  
DOC- 2004-0077504

Acct 2-Chicago Title Company  
Friday, APR 09, 2004 08:00:00  
Ttl Pd \$397.20 Nbr-0001443818  
APR/R1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T 355 Legal (2-94)

### Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 387.20

unincorporated area  City of \_\_\_\_\_

Parcel No. 038-080-31s

computed on full value of interest or property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
GARY W. GRAGNANI and BONNIE L. GRAGNANI, husband and wife,  
hereby GRANT(S) to HAROLD BURFORD, as Trustee of the Janice A. McKinsey  
Intervivos Trust,

the following described real property in the  
county of Fresno, state of California:

AS DESCRIBED AT EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE  
MADE A PART HEREOF.



Dated April 6, 2004

*Gary W. Gragnani*  
Gary W. Gragnani  
*Bonnie L. Gragnani*  
Bonnie L. Gragnani

STATE OF CALIFORNIA } S.S.  
COUNTY OF Fresno

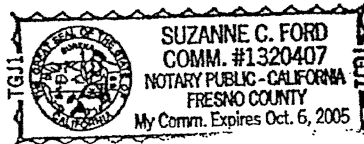
On April 8, 2004 before me,

the undersigned  
a Notary Public in and for said County and State, personally appeared  
Gary W. Gragnani and Bonnie L. Gragnani

personally known to me (or 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.

WITNESS my hand and official seal

Signature



(This area for official notarial seal)

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

Name

City & State

EXHIBIT A

PARCEL 1:

The Northeast quarter of Section 9, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof;

EXCEPTING THEREFROM the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying or that may be produced therefrom, including, without limiting the generality of the foregoing, all oil, natural gas and hydrocarbon substances, geothermal steam, brines and minerals in solution, and sand, gravel and aggregates, and products derived therefrom, together with the exclusive and perpetual right of said grantee, its successors and assigns, of ingress and egress in, upon or over said property to explore and prospect for, extract, develop, save, convey, store, refine, process and remove the same and to make such use of said property and the surface thereof as is necessary or useful in connection therewith, which use may include the sinking, boring, digging or drilling of wells, shafts, or tunnels, excavations, open pit mining and constructing, maintaining and removing roads, ways, pipe lines, pole lines, tanks, buildings, structures and facilities, as conveyed by Southern Pacific Company, a corporation, to Bravo Oil Company, a corporation, by deed dated December 27, 1965, recorded December 29, 1965, in Book 5257 Page 25 of Official Records, Document No. 104217.

APN: 038-080-31

RECORDING REQUESTED BY  
CHICAGO TITLE COMPANY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO.

Name Richard S. Burford  
Street Address 1443 W. Sample Ave.  
City & State Fresno, Ca. 93711  
Zip

Title Order No \_\_\_\_\_ Escrow No \_\_\_\_\_  
5623902-SCF



FRESNO County Recorder  
Robert C. Werner  
DOC- 2003-0277921  
Acct 2-Chicago Title Company  
Tuesday, NOV 18, 2003 08:00:00  
Ttl Pd \$1,754.00 Nbr-0001314513  
dJE/RB/1-4

T 355 Legal (2-04)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 1,738.00

unincorporated area  City of \_\_\_\_\_

Parcel No. 038-080-11s; 038-090-16 & 29s & ptn 28s

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Merilyn Lewis, a married woman, as her sole and separate  
property  
herby GRANT(S) to SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

the following described real property in the  
county of Fresno, state of California;

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

Dated October 9, 2003

Merilyn Lewis  
MERILYN LEWIS

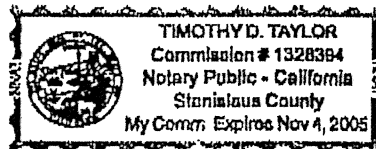
STATE OF CALIFORNIA }  
COUNTY OF STANISLAUS } S.S.

On OCTOBER 15 2003 before me,

TIMOTHY D. TAYLOR  
a Notary Public in and for said County and State, personally appeared  
MERILYN LEWIS

personally known to me (or 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.

WITNESS my hand and official seal  
Signature TIMOTHY D. TAYLOR



(This area for official notarial seal)

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

Name

City & State



EXHIBIT "A"

RICHARD S. BURFORD, an single man, as to an undivided 9% interest, JILL BURFORD, as Trustee of the Shannon K. McKinsey Trust dated September 7, 2000, as to an undivided 87% interest, and HAROLD D. BURFORD, as Trustee of the Janice A. McKinsey Intervivos Trust, as to an undivided 4% interest.

EXHIBIT B

PARCEL 1:

The Southeast quarter of Section 9, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPT THEREFROM the following described parcel of land: Beginning at the Southeast corner of said Section 9; thence Westerly along the South line of said Section a distance of 229.26 feet to a point; thence Northerly and parallel with the East line of said Section a distance of 190 feet to a point; thence eby and parallel with the South line of said Section a distance of 229.26 feet to a point on the East line of said Section; thence eby along the said East line to the point of beginning.

ALSO EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Herman C. Engebrecht and Catherine Engebrecht, husband and wife, to Emory Clayton Brown and Kathryn P. Brown, husband and wife, as community property, dated September 19, 1960, recorded September 23, 1960 as Document No. 68494 in Book 4443 Page 650 of Official Records.

APN: 038-080-11s

PARCEL 2:

The Southwest quarter of Section 10, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, gas and minerals in, upon or under that portion of said premises described as the East half of the Southwest quarter of said Section 10, as reserved by Minnie B. Fletcher, an unmarried woman, by Deed dated September 1, 1937, recorded September 27, 1937 as Document No. 25091 in Book 1588 Page 80 of Official Records.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate in and under the East half of the Southwest quarter and the Northwest quarter of the Southwest quarter in said Section 10, as reserved by Alfred R. Brown and Blanche G. Brown, husband and wife, by Deed dated October 15, 1941, recorded October 29, 1941 as Document No. 35818 in Book 1954 Page 487 of Official Records.

APN: 038-090-16 and 038-090-29s

PARCEL 3:

The Northwest quarter of Section 10, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPT 80% of all oil, gas, minerals and hydrocarbon substances underlying said property, as reserved in the Deed from Christian Bernhard and Clare Bernhard, his wife, Walter F. Baumel and Marguerite Baumel, his wife, Mervyn B. Baumel and Estelle Baumel, his wife, to Emory C. Brown and Kathryn P. Brown, husband and wife, as tenants in common, dated April 3, 1953, recorded April 17, 1953 as Document No. 22586 in Book 3295 Page 605 of Official Records.

APN: 038-090-28s (Portion)

DISCLTR -04/20/07bk

PARCEL 4:

The Northeast quarter of Section 10, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

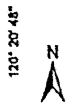
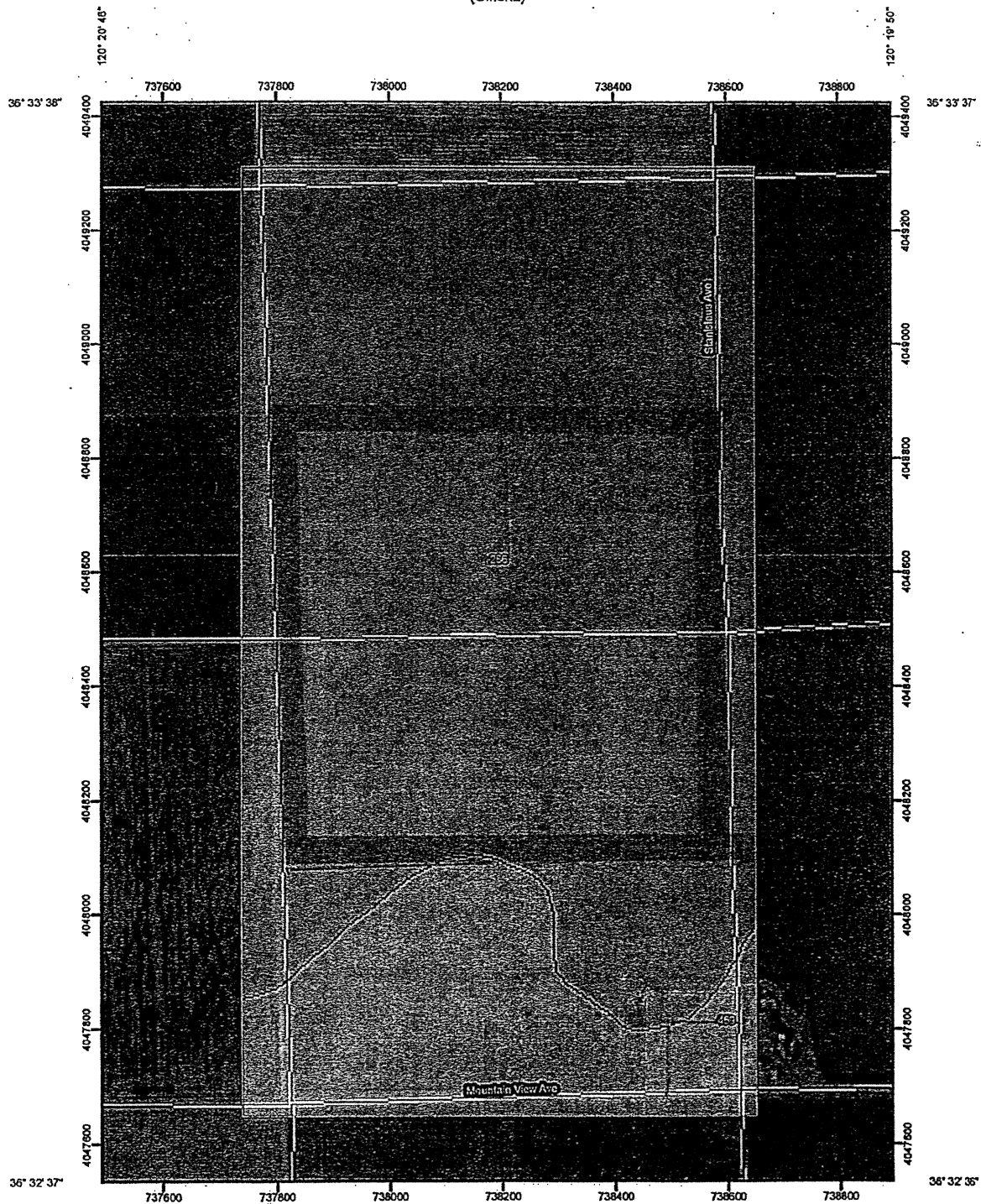
EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas, minerals and other hydrocarbon substances therein and thereunder, as reserved by Louise M. Alexander, a widow, by Deed dated February 2, 1960, recorded March 28, 1960 as Document No. 23048 in Book 4365 Page 360 of Official Records.

APN: 038-090-28s (Portion)

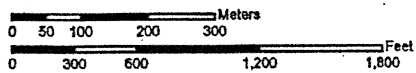
## Appendix B

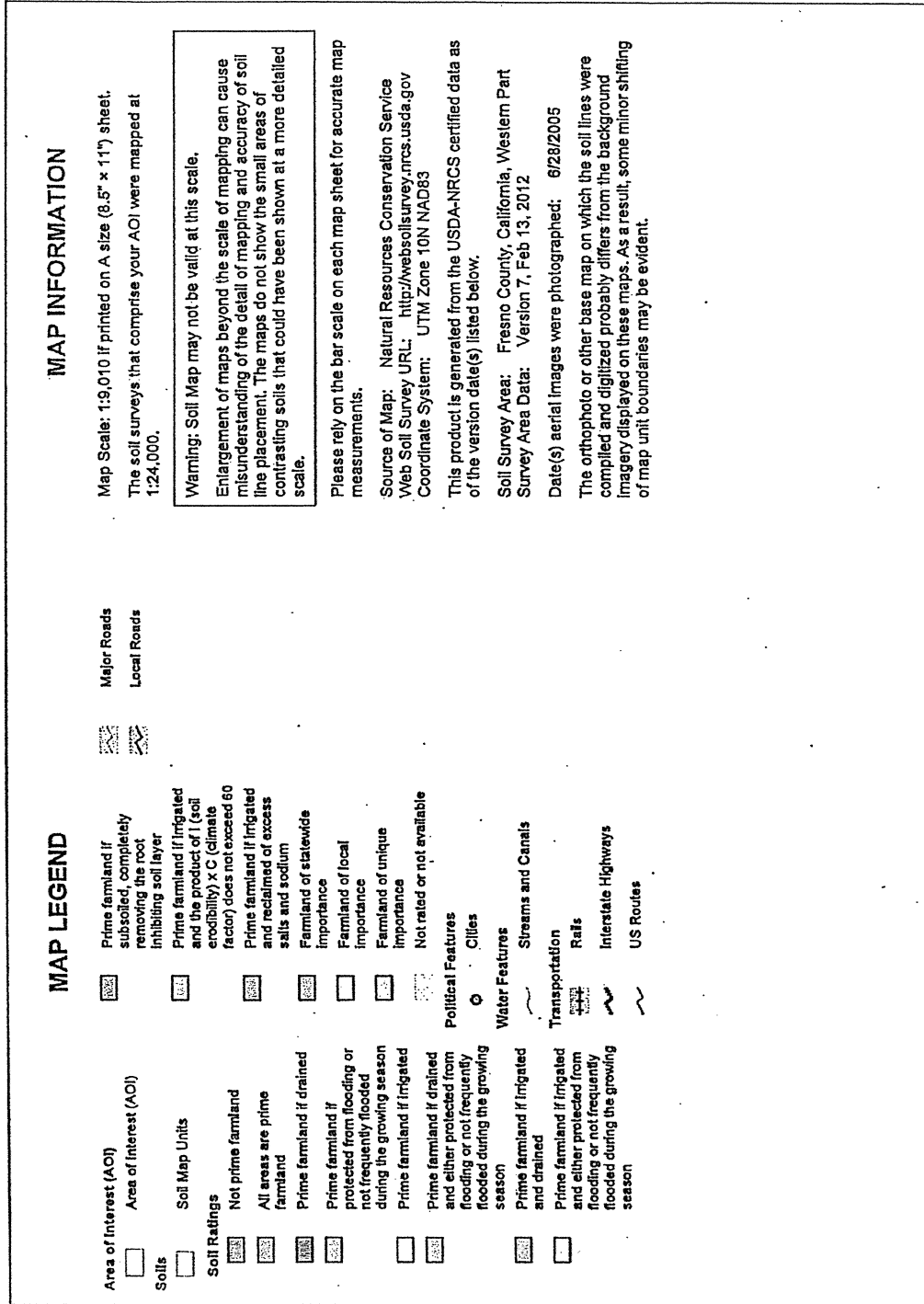
### Soils Information from Web Soil Survey

Farmland Classification—Fresno County, California, Western Part  
(Giffen2)



Map Scale: 1:9,010 if printed on A size (8.5" x 11") sheet.





## Farmland Classification

Farmland Classification— Summary by Map Unit — Fresno County, California, Western Part (CA653)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
286	Tranquillity clay, saline-sodic, wet, 0 to 1 percent slopes	Farmland of statewide importance	307.0	82.0%
459	Ciervo clay, 0 to 2 percent slopes	Prime farmland if irrigated	67.3	18.0%
Totals for Area of Interest			374.3	100.0%

### Description

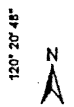
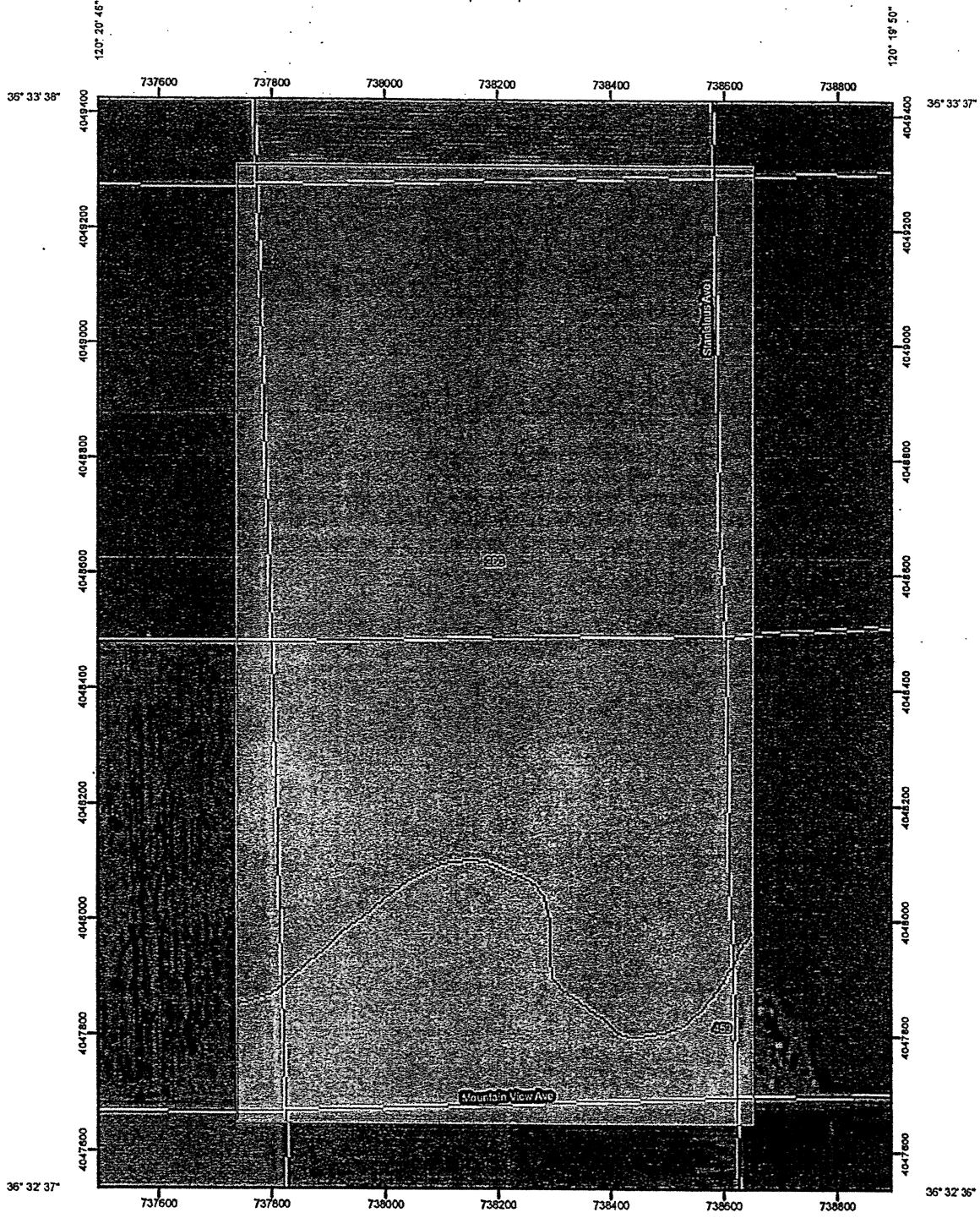
Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

### Rating Options

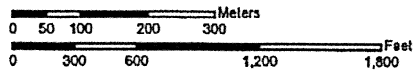
*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower

Farmland Classification—Fresno County, California, Western Part  
(Giffen2)

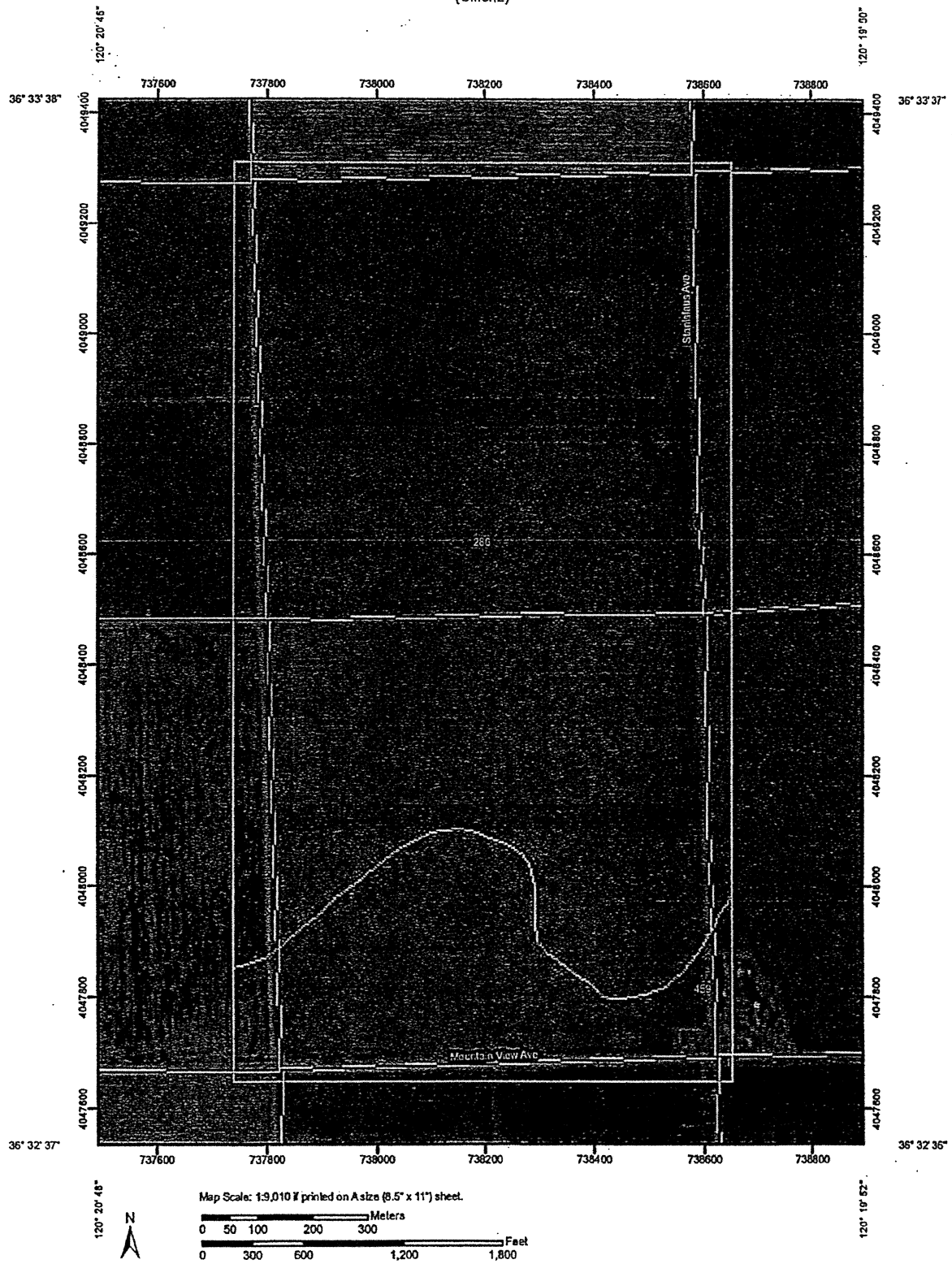


Map Scale: 1:9,010 if printed on A size (8.5" x 11") sheet.





California Revised State Index (CA)—Fresno County, California, Western Part  
(Giffen2)



### MAP LEGEND

- Area of Interest (AOI)
  - Area of Interest (AOI)
- Soils
  - Soil Map Units
  - Soil Ratings
    - Grade One - Excellent
    - Grade Two - Good
    - Grade Three - Fair
    - Grade Four - Poor
    - Grade Five - Very Poor
    - Grade Six - Nonagricultural
    - Not rated
    - not rated or not available
- Political Features
  - Cities
- Water Features
  - Streams and Canals
- Transportation
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads

### MAP INFORMATION

Map Scale: 1:9,010 if printed on A size (8.5" x 11") sheet.  
 The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.  
 Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
 Coordinate System: UTM Zone 10N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Fresno County, California, Western Part  
 Survey Area Data: Version 7, Feb 13, 2012

Date(s) aerial images were photographed: 6/28/2005

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## California Revised Storie Index (CA)

California Revised Storie Index (CA)— Summary by Map Unit — Fresno County, California, Western Part (CA653)					
Map unit symbol	Map unit name	Rating	Component name (percent)	Acres In AOI	Percent of AOI
286	Tranquillity clay, saline-sodic, wet, 0 to 1 percent slopes	Grade Five - Very Poor	Tranquillity, clay, saline-sodic, wet (85%)	307.0	82.0%
459	Ciervo clay, 0 to 2 percent slopes	NOT RATED	Ciervo, clay (80%)	67.3	18.0%
Totals for Area of Interest				374.3	100.0%

### Description

The Storie Index is a soil rating based on soil properties that govern a soil's potential for cultivated agriculture in California.

The Storie Index assesses the productivity of a soil from the following four characteristics: Factor A, degree of soil profile development; factor B, texture of the surface layer; factor C, slope; and factor X, manageable features, including drainage, microrelief, fertility, acidity, erosion, and salt content. A score ranging from 0 to 100 percent is determined for each factor, and the scores are then multiplied together to derive an Index rating.

For simplification, Storie Index ratings have been combined into six grade classes as follows: Grade 1 (excellent), 100 to 80; grade 2 (good), 79 to 60; grade 3 (fair), 59 to 40; grade 4 (poor), 39 to 20; grade 5 (very poor), 19 to 10; and grade 6 (nonagricultural), less than 10.

The components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as the one shown for the map unit. The percent composition of each component in a particular map unit is given to help the user better understand the extent to which the rating applies to the map unit.

Other components with different ratings may occur in each map unit. The ratings for all components, regardless the aggregated rating of the map unit, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

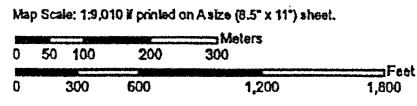
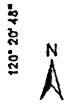
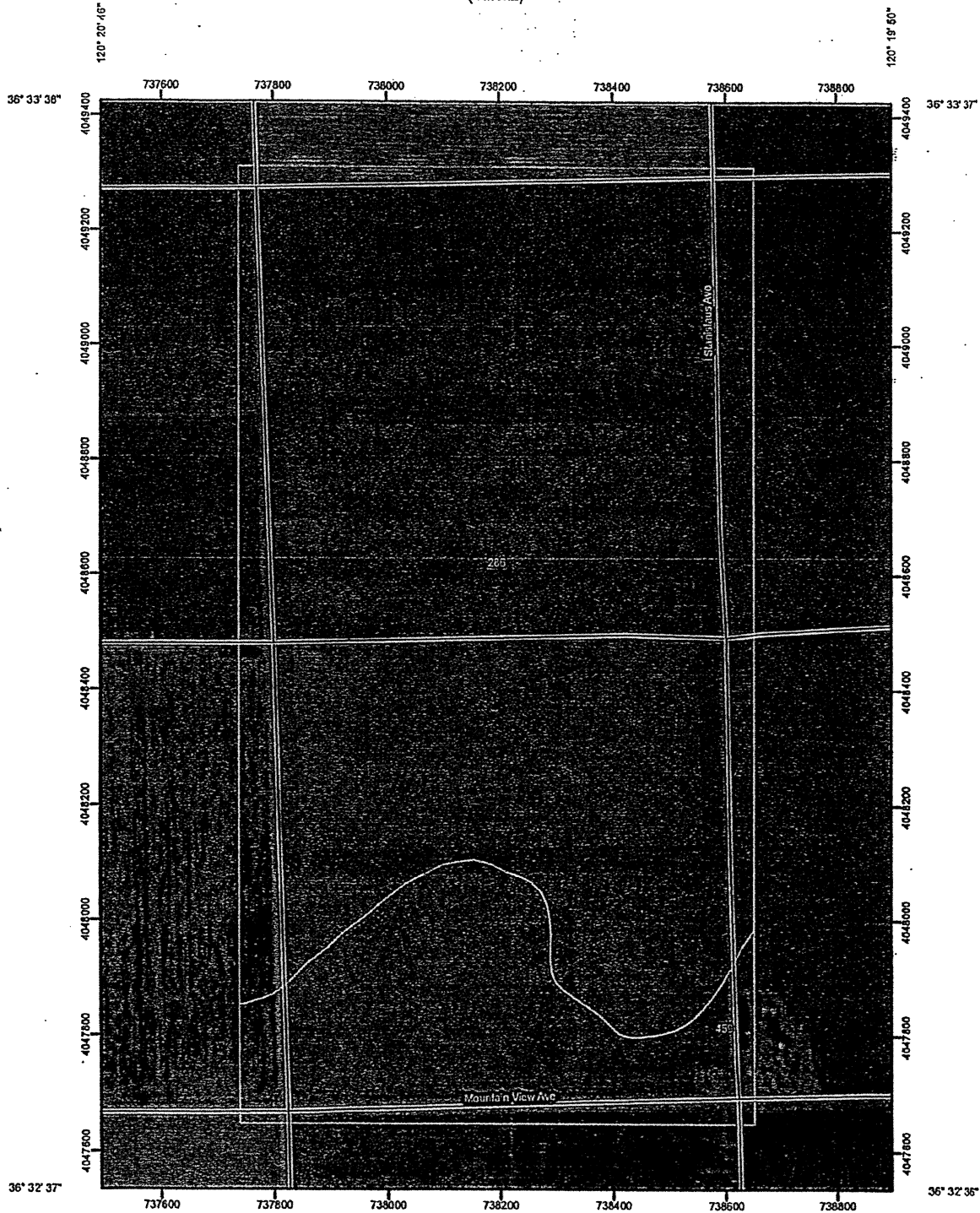
### Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

Soil Map—Fresno County, California, Western Part  
(Giffen2)



USDA Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

7/19/2012 Page 1 of 3

**MAP LEGEND**

- |  |                        |  |                     |
|--|------------------------|--|---------------------|
|  | Area of Interest (AOI) |  | Very Stony Spot     |
|  | Soils                  |  | Wet Spot            |
|  | Special Point Features |  | Other               |
|  | Blowout                |  | Gully               |
|  | Borrow Pit             |  | Short Steep Slope   |
|  | Clay Spot              |  | Other               |
|  | Closed Depression      |  | Political Features  |
|  | Gravel Pit             |  | Cities              |
|  | Gravelly Spot          |  | Water Features      |
|  | Landfill               |  | Streams and Canals  |
|  | Lava Flow              |  | Transportation      |
|  | Marsh or swamp         |  | Rails               |
|  | Mine or Quarry         |  | Interstate Highways |
|  | Miscellaneous Water    |  | US Routes           |
|  | Perennial Water        |  | Major Roads         |
|  | Rock Outcrop           |  | Local Roads         |
|  | Saline Spot            |  |                     |
|  | Sandy Spot             |  |                     |
|  | Severely Eroded Spot   |  |                     |
|  | Sinkhole               |  |                     |
|  | Slide or Slip          |  |                     |
|  | Sodic Spot             |  |                     |
|  | Spoil Area             |  |                     |
|  | Stony Spot             |  |                     |

**MAP INFORMATION**

Map Scale: 1:9,010 if printed on A size (8.5" x 11") sheet.  
The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.  
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service.  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: UTM Zone 10N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Fresno County, California, Western Part  
Survey Area Data: Version 7, Feb 13, 2012

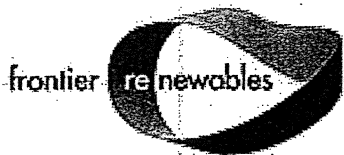
Date(s) aerial images were photographed: 6/28/2005

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Fresno County, California, Western Part (CA653)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
286	Tranquillity clay, saline-sodic, wet, 0 to 1 percent slopes	307.0	82.0%
459	Ciervo clay, 0 to 2 percent slopes	67.3	18.0%
Totals for Area of Interest		374.3	100.0%

Appendix C  
Reclamation Plan



## **Giffen Solar Park**

Reclamation Plan for Fresno County, California

**Frontier Renewables, LLC**

1777 Borel Place, Suite #102  
San Mateo, CA 94402  
(650)-539-3380

**Giffen Solar Park Reclamation Plan**



1. Present use of the site

The proposed Giffen Solar Park project site is currently zoned AE20, and is designated as exclusive agriculture. Currently, the site is marginally productive farmland, producing tomatoes through the use of surface water irrigation.

2. Proposed alternate use of the land

The proposed alternate use of the land is to construct a solar photovoltaic energy generation facility, with a nameplate capacity of 20MW AC. The Giffen Solar Park will generate enough clean renewable energy to power 15,000 homes, roughly the equivalent of all power consumed in Coalinga, CA. The clean energy produced by Giffen Solar Park will also provide more than 55,000 tons of avoided CO2 annually.

The majority of the construction activities will occur above ground; however there will be minimal subsurface construction for electrical conduit systems and racking systems. Above ground equipment will consist of solar photovoltaic equipment, inverters, racking equipment, interconnection equipment, and a perimeter pile driven chain link fence built per Fresno County standards. The Operational Statement and Site Plan contain additional information on the solar array and project layout.

3. Duration

The proposed Giffen Solar Park is being designed to have a functional operating life cycle of a minimum 25 years to a maximum of 35 years, contingent on the power off-take agreement and the operational date, currently targeted as June, 2014. Under the current site control agreement, the Giffen Solar Park could remain in operation until January, 2049.

4. Ownership of property (lease/own)

The proposed site of the Giffen Solar Park is currently under a control of the Frontier Renewables and its partners through a site control agreement with the landowner as an Option to Lease agreement. Upon decommissioning and reclamation of the proposed site, it is intended that the land will be returned to the landowner in its original, pre-development condition.

The current address of the proposed Giffen Solar Park is:

30336 West Mountain View Avenue  
Cantua Creek, CA 93608

5. Reclamation Plan

5-a) As the Giffen Solar Park is taken offline and permanently out of service, the reclamation process will commence to restore the project site to its previous agricultural condition. The entire reclamation of the site will be complete approximately 12 months after plant is taken off-line. As a result of the relatively basic design and minimal footprint of the Giffen Solar Project, the reclamation process will be simple to execute and will be

completed in one phase. Demolition and reclamation will include removal of all above ground and subsurface equipment, structures, and fences. All foundations will be demolished and removed from the site, and all necessary grading will be performed to return the site to its original grade. All removed and demolished infrastructure and components will be salvaged and recycled as available.

5-b) As no hazardous chemicals or materials will be present at any time during normal site operations of the Giffen Solar Park, no additional precaution or handling methodologies will be necessary during the reclamation process. All transformers and high voltage electrical equipment will be recycled as per manufacturer requirements and coolant will be disposed pursuant to California and Fresno County law.

5-c) All electrical equipment will be uninstalled and removed. Electrical equipment includes: inverters, PV modules, combiner boxes, transformers, switchgear, monitoring equipment, and any other on-site equipment and all affiliated cabling. The equipment will either be reused or recycled depending on its equipment, warranties, technical improvements, and market valuation. All mounting structures will be removed and recycled as possible. Any and all building improvements on the site will be demolished and removed.

5-d,e) All below-grade foundations will be demolished and removed, including concrete, re-bar, and associated debris. All subsurface conduit and cabling that is not deemed necessary by the utility will be uninstalled and recycled. Any below grade facilities deemed necessary by the utility will remain buried and marked for identification.

5-f) All requisite grading required to restore the site to its original condition. Due to the low impact of the disk-and-roll approach used during site preparation and the dead flat nature of the project parcel, it is anticipated that minimal re-grading will be required during reclamation.

5-g) During the reclamation process the site will be return to its' previous agricultural state through de-compaction of the site, as needed. Due to the disc-and –roll site preparation technique, it is expected that requisite de-compaction will be limited. The reclamation process will involve the input of the landowner to consult on site restoration for agricultural use, as they were the original users of the site in its agricultural state.

5-h) All wells and irrigation pumps and distribution systems on site prior to facility construction will remain undisturbed throughout the site for the duration of the Giffen Solar Park project's use. At the time of reclamation these systems will once again be used to provide irrigation

## 6. Site Plan

See attached site plan

7. Engineering Cost Estimate

Five Points Solar Park Reclamation Budget					
<b>Civil Demolition</b>	Quantity	Unit	Labor		TOTAL
Panel Removal (90,630 Panels)	1.00	LS			\$ 129,366.11
Steel Structure Disassembly	1.00	LS			\$ 64,683.05
Driven Pile Foundation Removal	1.00	LS			\$ 64,683.05
Fencing Demolition	13,326	LF	\$ 2.25		\$ 29,983.27
Access Road Demolition	5,934	SF	\$ 0.20		\$ 1,186.72
			<b>TOTAL</b>		<b>\$ 289,902.20</b>
<b>Electrical Demolition</b>	Quantity	UNIT	Giffen Labor		TOTAL
Removal of Wire & Grounding Rods (including dismantle & load)	1	LS	\$ 59,549.48		\$ 59,549.48
Inverters/Parallel gear/combiner boxes (including dismantle, load, & disposal)	1	LS	\$ 59,549.48		\$ 59,549.48
			<b>TOTAL</b>		<b>\$ 119,098.95</b>
<b>Hauling</b>	Quantity	UNIT	Five Points Weight	\$/Load	TOTAL
Panels (295W- approx 43lbs EA)	263,118	EA	11,314,074	\$ 300.00	\$ 125,711.40
Driven Pile Foundations (Assume 9ft depth, 108lb EA)	18,748.71	EA	2,024,861	\$ 225.00	\$ 16,873.59
Tracker Structure supports (191.2 lbs)	18,748.71	EA	3,584,754	\$ 225.00	\$ 29,872.62
Copper( Wire, inverter & parallel Gear)		LS	855,596	\$ 225.00	\$ 7,129.14
			<b>TOTAL</b>		<b>\$ 179,588.75</b>
<b>Disposal Fees</b>	Quantity	UNIT	Unit Price		TOTAL
Dump Fees (Panels)	5,657.04	ton	\$ 30.40		171,973.92
Dump Fees (building waste)	0	ton	\$ 22.30		-
Dump Fees (Concrete)	61	ton	\$ 22.30		1,367.73
			<b>TOTAL</b>		<b>173,341.66</b>
<b>*PRICES ARE SUBJECT TO CHANGE*</b>			Civil Demolition	\$	289,902.20
<b>*PRICES WILL FLUCTUATE W/ MARKET CONDITIONS*</b>			Electrical Demolition	\$	119,098.95
			Hauling	\$	179,588.69
			Disposal Fees		173,341.66
			<b>Total Decommission Cost</b>	\$	<b>761,931.50</b>
			Salvage Value (%)		12%
			<b>Net Decommission Cost</b>	\$	<b>670,499.72</b>

8. Financial Assurances

Pending

9. Evidence that all owners have been notified.

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## EXHIBIT 9

# County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING  
**ALAN WEAVER**  
DIRECTOR

## EVALUATION OF ENVIRONMENTAL IMPACTS

- APPLICANT:** Giffen Solar Park, LLC
- APPLICATION NOS.:** Initial Study Application No. 6585 and Unclassified Conditional Use Permit Application No. 3383
- DESCRIPTION:** Allow a photovoltaic solar power generation facility with related improvements including a switching station, 9 inverter units, a battery energy storage system, and an eight-foot tall chain-link fence on portions of a 156.79-acre parcel and a 160.00-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District. The proposed facility will connect to an existing Pacific Gas & Electric Company (PG&E) substation which abuts the southeast corner of the subject 156.79-acre parcel.
- LOCATION:** The project site is located on the north side of Mountain View Avenue, between the Stanislaus Avenue alignment and the Oil City Road alignment, approximately eight miles southwest of the nearest city limits of the City of San Joaquin (SUP. DIST.: 1) (APNos: 038-080-11S; 038-080-31S).

### I. AESTHETICS

- A. Would the project have a substantial adverse effect on a scenic vista; or
- B. Would the project substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway; or
- C. Would the project substantially degrade the existing visual character or quality of the site and its surroundings; or

**FINDING:** LESS THAN SIGNIFICANT IMPACT:

*The proposed solar power generation facility will consist of approximately 89,763 photovoltaic (PV) modules with a capacity of generating 20 megawatts alternating current (MW-AC) to be partially located on a 156.79-acre parcel (APN: 038-080-11S) and a 160.00-acre parcel (APN: 038-080-31S). PV modules will convert sunlight into electrical energy which will be delivered to PG&E's existing regional transmission network with voltage transmission equipment and system safety equipment constructed on the subject parcel.*

DEVELOPMENT SERVICES DIVISION

*The project would construct a series of PV module arrays mounted on single-axis tracker racking systems supported by galvanized I-Beams and tubular steel posts driven into the ground. The racking systems and PV module arrays will have an overall height of approximately eight feet.*

*Improvements to be constructed and/or installed for the proposed solar power generation facility include a switching station to be located within a 12,690 square-foot electrical utility grid interconnection area, 9 inverter units, eight-foot tall chain-link perimeter fencing topped with barbed wire, and a battery energy storage system (BESS) up to 3.44 acres in size. The BESS will increase the reliability of the proposed solar power generation facility during adverse operating conditions by providing an energy storage capacity of up to 20 MW. The proposed solar power generation facility will connect to an existing Pacific Gas & Electric Company (PG&E) substation which abuts the southeast corner of the 156.79-acre parcel (APN: 038-080-11S).*

*The project site is located in an agricultural area marked by relatively large parcel sizes and few residential land uses. The California Aqueduct is located approximately two miles southwest of the project site, State Route 33 (Derrick Avenue) is located approximately two and a half miles to the west, and the City of San Joaquin is located approximately eight miles to the northeast. The project site is not located along a designated Scenic Highway, and no scenic vistas or scenic resources were identified in the analysis.*

*The proposed solar power generation facility will have low visibility from the surrounding area as a majority of the project site will be occupied with racking systems and PV module arrays that will have an overall height of approximately eight feet. Considering that the proposed facility will have low visibility from the surrounding area, in conjunction with the location of the project site in a relatively undeveloped agricultural area comprised of large parcel sizes and low population density, this proposal will not damage any scenic resource or degrade the visual character of the site or its surroundings.*

- D. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED:

*The proposed solar power generation facility will utilize outdoor security lighting fixtures that have the potential of generating new sources of light and glare in the area. As such, all outdoor lighting fixtures shall be required to be hooded and directed so as to not shine towards adjacent properties and public streets. This requirement will be included as a Mitigation Measure.*

*With regard to site development, improvements will be constructed and/or installed during an eight-month construction period, during which time there may be up to 20 vehicles travelling to the subject parcel per day. The presence of these vehicles and construction activity may also have the potential of generating new sources of light and glare in the area; however, such impacts will be less than significant considering the temporary presence of such sources.*

\* **Mitigation Measure**

1. *All lighting shall be hooded and directed as to not shine towards adjacent properties and public streets.*

II. AGRICULTURAL AND FORESTRY RESOURCES

- A. Would the project convert prime or unique farmlands or farmland of statewide importance to non-agricultural use; or
- B. Would the project conflict with existing agricultural zoning or Williamson Act Contracts; or
- C. Would the project conflict with existing zoning for or cause rezoning of forest land, timberland, or timberland zoned Timberland Production; or
- D. Would the project result in the loss of forest land or conversion of forest land to non-forest use; or
- E. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural uses or conversion of forest land to non-forest use?

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED:

*This proposal entails the development of a photovoltaic solar power generation facility to be partially located on a 156.79-acre parcel (APN: 038-080-11S) and a 160.00-acre parcel (APN: 038-080-31S) which are zoned AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) and are designated Agriculture in the Fresno County General Plan. Photovoltaic solar power generation facilities do not conflict with agricultural zoning and are an allowed use on land designated for agriculture with discretionary approval and adherence to applicable General Plan Policies. The 156.79-acre parcel (APN: 038-080-11S) is currently enrolled under Williamson Act Contract No. 2890, and said parcel is classified as Farmland of Statewide Importance on the Fresno County Important Farmland Map (2010). The 160.00-acre parcel (APN: 038-080-31S) is currently enrolled under Williamson Act Contract No. 2083, and said parcel is classified as Farmland of Statewide Importance on the Fresno County Important Farmland Map (2010). According to the Policy Planning Section of the Fresno County Department of Public Works and Planning, the proposed photovoltaic solar power generation facility is not a compatible use on property subject to Williamson Act Contract, unless a cancellation of the Contract has occurred. An application for partial cancellation of Contract Nos. 2890 and 2083 for the project site was filed by the Applicant's representatives in November 2012 and is in process. The Agricultural Land Conservation Committee heard the request for partial cancellation during their February 5, 2014 Meeting and recommended approval of the partial cancellation to the Fresno County Board of Supervisors. If approved by the Planning Commission, implementation of the subject proposal will be contingent upon approval of the partial cancellation of Contract Nos. 2890 and 2083 by the Board of Supervisors which would occur after final action on the subject land use application.*

*Supplemental project information prepared for the proposed solar power generation facility in compliance of the "Solar Facility Guidelines" (Supplemental Information) approved by the Fresno County Board of Supervisors on May 3, 2011 and revised on May 21, 2013 has been submitted by the Applicant and reviewed by various agencies and departments.*

*As noted in Item No. 1 of the Supplemental Information related to Agricultural History, tomatoes, onions, and cotton have been cultivated on the 156.79-acre parcel (APN: 038-080-11S) within the last ten years utilizing a water allocation from Westlands Water District (WWD) which was supplemented by the use of wells located on easterly adjacent parcels which have the same owner as the subject parcel. Additionally, tomatoes, onions, sugar beets, and cotton have been cultivated on the 160.00-acre parcel (APN: 038-080-31S) within the last ten years utilizing a water allocation from Westlands Water District (WWD) which was supplemented by the use of wells located on easterly adjacent parcels which have the same owner as the subject parcel.*

*As noted in Item No. 2 of the Supplemental Information related to Water Source, both the 156.79-acre parcel (APN: 038-080-11S) and the 160.00-acre parcel (APN: 038-080-31S) have water allocations from WWD. However, off-site wells located on easterly adjacent parcels which have the same owner as the subject parcels have been utilized to supplement the water allocations from the WWD. Further, water to be utilized for the construction, maintenance and operation of the proposed solar power generation facility will either be attained from the Westlands Water District under a Municipal and Industrial (M&I) Permit, or from a water well to be constructed on the subject parcel.*

*As noted in Item No. 4 of the Supplemental Information related to Soils, approximately 82 percent of the soil at the project site is Tranquility clay, saline-sodic, wet; and approximately 18 percent of the soil at the project site is Ciervo clay. The California Department of Conservation (DOC) soil survey classifies the subject parcel as Farmland of Statewide Importance.*

*The agricultural nature of the subject parcel may be impacted by the proposed solar power generation facility in two ways: 1) loss of farmland while the subject parcel is being utilized for solar activities; and 2) impact on the agricultural quality of the site.*

*Loss of farmland resulting from the proposed solar power generation facility would be less than significant considering that the proposal will be conditionally limited to 35 years. Further, upon cessation of the proposed use at the end of the project's 35-year life, the site will be restored to a pre-development condition for farming operations. According to Item No. 6 of the Supplemental Information related to Reclamation Plan and corresponding information contained in the specifics of the Reclamation Plan, at the termination of solar facility operations, all solar facility improvements along with associated site infrastructure including roads, fences, concrete pads, and transformers will be removed from the site. Contouring of the site will be conducted as necessary to return the land to pre-development surface conditions. As part of the Reclamation Plan, an engineering cost estimate of reclaiming the site to its previous agricultural condition was required and has been provided by the Applicant.*

*The site restoration requirements will be included as a Mitigation Measure and be stipulated in a Covenant between the Applicant/Property Owner and the County of Fresno. Another Mitigation Measure which pertains to Item No. 8 of the Reclamation Plan would require that*

*prior to issuance of Building Permits, financial assurances equal to the cost of reclaiming the land to its previous agricultural condition based on an engineering cost estimate prepared for the project by Tartaglia Engineering, Inc. shall be submitted to ensure that the reclamation is performed according to the approved Plan.*

*This proposal was reviewed by the Fresno County Department of Agriculture (Agricultural Commissioner's Office) which acknowledged that the Applicant has provided a Pest Management Plan, Reclamation Plan, and has acknowledged the County's Right-to-Farm Ordinance. However, the Agricultural Commissioner's Office also commented that agricultural cultivation conducted on the subject parcels has produced over \$200.00 per acre (\$1,368.00 to \$5,229.00 per acre during the past ten years) which meets the criteria for prime agricultural land as defined in Government Code Section 51201(c)(4)(5) and, therefore, the Agricultural Commissioner's Office opposes this solar facility proposal.*

*Regarding impacts on agricultural quality of farmland, the Agricultural Commissioner's Office has consistently commented that solar power generation facilities may create habitat for weed and rodents. Rodents could cause damage to above and underground equipment and an uncontrolled population growth could cause damage to neighboring farmland. Likewise, unchecked weeds can become a fire hazard and can provide for food and cover for rodents. Therefore, in compliance of a mandatory requirement from the Agricultural Commissioner's Office, a Project Note would require that any weed or rodent infestation that is of a nature and magnitude as to constitute a "public nuisance" (Section 5551 of the California Food and Agricultural Code; Sections 3479 and 3480 of the Civil Code; and Section 372 of the Penal Code) and is not addressed by the Property Owner/Operator is unlawful under California Food and Agricultural Code Section 5553 and Penal Code Section 372. Further, a Mitigation Measure will require the Applicant to develop a detailed Pest Management Plan, and have the Plan approved by Fresno County Agricultural Commissioners' Office.*

*The project site is not located on forest land.*

**\* Mitigation Measures**

- 1. The project shall adhere to the procedures listed in the Reclamation Plan prepared for the operation, including requirements for financial estimates, bonding and facility removal when operation ceases. Prior to the issuance of any permits, the required bond amount, based on engineer's estimate, shall be deposited (or evidence of a Bank Guarantee or Irrevocable Letter of Credit) and a Covenant shall be signed between the Property Owner and the County of Fresno and shall run with the land requiring the site to be restored to an agricultural use at the cessation of operation.*
- 2. Prior to the issuance of any permits, a Pest Management Plan shall be submitted to the Department of Public Works and Planning and approved by the Fresno County Agricultural Commissioner's Office. The Pest Management Plan shall identify methods and frequency to manage weeds, insects, and disease and vertebrate pests that may impact adjacent properties.*
- 3. The Applicant shall acknowledge the need to manage weeds and rodents so as not to become a nuisance which will cause economic and cultural hardship to adjacent*



*properties. Any weed or rodent infestation that is of a nature and magnitude as to constitute a “public nuisance” (as defined in Section 5551 of the California Food and Agricultural Code; Sections 3479 and 3480 of the Civil Code; or Sections 370 to 372 of the Penal Code); and that the maintenance of such public nuisance is unlawful under California Food and Agricultural Code Section 5553 and Penal Code Section 372.”*

*Review of this proposal by the Agricultural Commissioner’s Office and other Departments/Agencies did not require Conservation Easement for the project as a method to protect agricultural land of equal or greater value as the land being converted to the proposed use. The proposed solar power generation facility is temporary in nature and the farmland it would occupy will be restored back to farming operations upon cessation of the use.*

*The State Department of Conservation (DOC) developed California Agricultural Land Evaluation and Site Assessment Model (LESA) which relies on soil source quality, project size, water resource availability, surrounding agricultural lands and surrounding protected resource lands to provide lead agencies with an optional methodology to assess conversion of prime farmland into a non-farmland was not utilized for this project. This proposed development will not convert the project site permanently into a non-agricultural use (solar power generation facility) as the subject parcel will be restored to an agricultural use after the proposed 35 years of solar power generation in accordance with the Applicant’s Reclamation Plan. As such, impacts resulting from this proposal on the subject parcel are limited in scope. Further, neither the Agricultural Commissioner’s Office nor any other reviewing Agency expressed a need for LESA for the project.*

### III. AIR QUALITY

- A. Would the project conflict with or obstruct implementation of the applicable Air Quality Plan; or
- B. Would the project isolate any air quality standard or contribute to an existing or projected air quality violation; or
- C. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under a Federal or State ambient air quality standard; or
- D. Would the project expose sensitive receptors to substantial pollutant concentrations; or
- E. Would the project create objectionable odors affecting a substantial number of people?

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED:

*According to the San Joaquin Valley Unified Air Pollution Control District (Air District), this proposal is subject to District Rule 9510 (Indirect Source Review) as it meets the applicability threshold within District Rule 9510 (Indirect Source Review) of 9,000 square feet of other land uses. Further, the Air District also requires submittal of an Air Impact Assessment (AIA) Application no later than applying for final discretionary approval, and payment of applicable off-site Mitigation Fees prior to issuance of the first Grading/Building Permit. Further, this proposal may also be subject to the following District Rules: Regulation VIII (Fugitive Dust*

Rules), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations).

*An Air Impact Assessment (AIA) Application (ISR Project No. C-20130044) was prepared by the Applicant and submitted to the Air District on February 14, 2013. The AIA Application was approved by the Air District on April 2, 2013. The Applicant will pay applicable fees to the Air District prior to issuance of the first permit. According to the Air District, project specific emissions of criteria pollutants are expected to be mitigated below the Air District significance thresholds of 10 tons/year NOX, 10 ton/year ROG, and 15 tons/year PM10, and therefore, the project specific criteria pollutant emissions would have no significant adverse impacts on air quality. However, for these measures to be enforceable, the Air District requires that a monitoring and reporting schedule shall be included in the project approval. The project shall adhere to the following Mitigation Measures:*

- 1. For each project phase, all records shall be maintained on site during construction and for a period of ten years following either the end of construction or the issuance of the first certificate of occupancy, whichever is later. Records shall be made available for Air District inspection upon request.*
- 2. For each project phase, maintain records of (1) the construction start and end dates and (2) the date of issuance of the first certificate of occupancy, if applicable.*
- 3. For each project phase, maintain records of total hours of operation for all construction equipment greater than 50 horsepower operated on-site. Within 30 days of completing construction of each project phase, submit to the Air District a summary report of total hours of operation by equipment type, equipment model year, and horsepower.*

*Compliance with Air District Rules will reduce air quality impacts of this proposal to a less than significant level.*

#### IV. BIOLOGICAL RESOURCES

- A. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any candidate, sensitive, or special-status species; or
- B. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game (CDFG) or U.S. Fish and Wildlife Service (USFWS); or
- C. Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption or other means; or
- D. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites; or

- E. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or
- F. Would the project Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local regional, or state habitat conservation plan?

**FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED:**

*The project site is located in an agricultural area and has been previously disturbed as said property has been historically utilized for agricultural cultivation. Additionally, neighboring properties have also been historically utilized for agricultural cultivation and, therefore, have also been previously disturbed. Further, the proposed solar power generation facility will connect to an existing Pacific Gas & Electric Company (PG&E) substation which abuts the southeast corner of the 156.79-acre parcel (APN: 038-080-11S).*

*A Swainson's Hawk survey was conducted for this proposal by Quad Knopf during April, 2012, as the project site is located within the known range of the Swainson's Hawk, which is a State threatened species that is protected by the California Endangered Species Act (CESA). According to Quad Knopf, the Swainson's Hawk survey was conducted in accordance with protocols outlined in the "Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley" (Swainson's Hawk Technical Advisory Committee 2000), and the Swainson's Hawk survey area included a 0.5 mile radius around the project site. There were no Swainson's Hawks observed within the survey area, nor was any evidence of Swainson's Hawk nesting observed within the survey area. However, according to the Swainson's Hawk survey analysis prepared by Quad Knopf, the California Natural Diversity Database (CNDDDB) has a single record of the Swainson's Hawk listed within ten miles of the project site. That record was noted on June 27, 2005, and entailed the observation of a nest with one adult and one chick in a tree located approximately 9.8 miles south of the project site.*

*This proposal, including the Swainson's Hawk survey analysis prepared by Quad Knopf, was provided to the United States Fish and Wildlife Service (USFWS) for review, which expressed no concerns regarding the project.*

*This proposal, including the Swainson's Hawk survey analysis prepared by Quad Knopf, was also provided to the California Department of Fish and Wildlife (CDFW) for review. According to a letter provided by CDFW which is dated December 20, 2012, CDFW recommends that biological studies be completed for the project site, including surveys for Burrowing Owl, San Joaquin Kit Fox, and a survey for Swainson's Hawk which includes a 0.5 mile radius around the project site. The CDFW letter dated December 20, 2012, acknowledges receiving the Swainson's Hawk survey analysis prepared by Quad Knopf; however, CDFW does not agree that the Swainson's Hawk survey was conducted in accordance with protocols outlined in the "Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley" (Swainson's Hawk Technical Advisory Committee 2000) for survey period III because Quad Knopf utilized a single day to survey structures that may possibly contain a Swainson's Hawk nest, whereas the protocol for survey period III specifies three days. Further, the CDFW letter dated December 20, 2012, also recommends the inclusion of*

*mitigation measures for the protection of San Joaquin Kit Fox, Burrowing Owl, Swainson's Hawk, and other bird species.*

*On February 5, 2013, Ecology and Environment, Inc. provided a letter in response to comments contained within the CDFW letter dated December 20, 2012. According to the Ecology and Environment, Inc. letter dated February 5, 2013, Quad Knopf was able to complete a Swainson's Hawk survey of the project site and the surrounding area for a distance of 0.5 mile in a single day because a majority of the survey area was in agricultural production, and potential nesting sites were largely unavailable as only a few trees suitable for nesting sites occur in the area. Additionally, the trees within the survey area that may be suitable for nesting sites include willows and fruit trees, which are not typically utilized by breeding Swainson's Hawks due to their relatively low height and sparse canopy cover. Further, the interiors of all these tree canopies were readily viewable, and no active or inactive nests were observed in them. As such, the Swainson's Hawk survey conducted by Quad Knopf resulted in complete visual coverage of the potential nest trees, no nests were located, and nest monitoring was therefore not needed. Conducting additional surveys would not have resulted in the identification of any nests within the area, and there were no nests that could have been monitored for activity.*

*According to the Ecology and Environment, Inc. letter dated February 5, 2013, pre-construction surveys are important for the successful avoidance of special-status species. As such, the Applicant has agreed to include Mitigation Measures requiring pre-construction surveys for Burrowing Owl, nesting birds (including common species and special-status species such as Swainson's Hawk), and San Joaquin Kit Fox. With regard to Burrowing Owl, pre-construction surveys will be conducted in accordance with the "Staff Report on Burrowing Owl Mitigation" dated March 7, 2012 (CDFW 2012). Additionally, protection and avoidance measures will be implemented in accordance with the "Staff Report on Burrowing Owl Mitigation" dated March 7, 2012 (CDFW 2012) if Burrowing Owls are identified during the pre-construction surveys. With regard to nesting birds (including common species and special-status species such as Swainson's Hawk), pre-construction surveys will be conducted at the project site no more than 30 days prior to commencing project-related ground disturbing activity. If nesting birds are identified during pre-construction surveys, a qualified avian biologist will develop project-specific no-disturbance nest buffers that take into account site-specific externalities and species-specific disturbance tolerances. These no-disturbance nest buffers shall be vetted with CDFW. Further, all hollow vertical pipes associated with solar mounts and fencing will be capped as they are installed in order to prevent bird deaths. With regard to San Joaquin Kit Fox, pre-construction surveys will be conducted in accordance with the "U.S. Fish and Wildlife Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance" dated January 2011 (USFWS 2011). Additionally, protection and avoidance measures will be implemented in accordance with the "U.S. Fish and Wildlife Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance" dated January 2011 (USFWS 2011) if San Joaquin Kit Foxes are identified during the pre-construction surveys. Further, habitat permeability will be maintained for San Joaquin Kit Fox by the utilization of fencing that has a five- to seven-inch separation between the bottom of the fence and the ground. Additionally, the Applicant has also agreed to avoid the use of rodenticides.*

\* **Mitigation Measures**

1. *Pre-construction surveys for Burrowing Owl shall be conducted for the project in accordance with the "Staff Report on Burrowing Owl Mitigation" dated March 7, 2012 (CDFW 2012). Protection and avoidance measures shall be implemented in accordance with the "Staff Report on Burrowing Owl Mitigation" dated March 7, 2012 (CDFW 2012) if Burrowing Owls are identified during pre-construction surveys.*
2. *Pre-construction surveys for nesting birds (including common species and special-status species such as Swainson's Hawk) shall be conducted for the project no more than 30 days prior to commencing project-related ground disturbing activity during the breeding season (January 1 through September 15). If nesting birds are identified during pre-construction surveys, a qualified avian biologist shall develop project-specific no-disturbance nest buffers that take into account site-specific externalities and species-specific disturbance tolerances. The no-disturbance nest buffers developed by the qualified avian biologist shall be vetted with CDFW.*
3. *All hollow vertical pipes associated with solar mounts and fencing shall be capped as they are installed in order to prevent bird deaths.*
4. *Pre-construction surveys for San Joaquin Kit Fox shall be conducted for the project in accordance with the "U.S. Fish and Wildlife Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance" dated January 2011 (USFWS 2011). Protection and avoidance measures shall be implemented in accordance with the "U.S. Fish and Wildlife Service Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance" dated January 2011 (USFWS 2011) if San Joaquin Kit Foxes are identified during pre-construction surveys.*
5. *All fencing installed on the project site shall have a five- to seven-inch separation between the bottom of the fence and the ground, along the entire fence. The bottom of the fence edges shall be wrapped back to form a smooth edge to remove the restriction of wildlife movement through the project site. In order to avoid the appearance of a visual barrier, slats and/or weatherproofing material shall not be utilized with fencing installed on the project site.*
6. *The Applicant shall not use rodenticides at the project site.*

## V. CULTURAL RESOURCES

- A. *Would the project cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5; or*
- B. *Would the project cause of substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5; or*
- C. *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; or*

- D. Would the project disturb any human remains, including those interred outside of formal cemeteries?

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED:

*The subject parcel is not located within proximity of any area designated to be highly or moderately sensitive for archeological resources. However, in the event that cultural resources are unearthed during ground disturbing activity, all work shall be halted in the area of the find, and an Archeologist shall be called to evaluate the findings and make any necessary mitigation recommendations. If human remains are unearthed during ground disturbing activity, no further disturbance is to occur until the Fresno County Coroner has made the necessary findings as to origin and disposition of the remains. If such remains are determined to be Native American, the Coroner must notify the Native American Commission within 24 hours. A Mitigation Measure reflecting this requirement has been incorporated into the project. The Mitigation Measure will reduce potential impacts to cultural resources to a level of insignificance.*

\* **Mitigation Measure**

1. *In the event that cultural resources are unearthed during ground disturbing activity, all work shall be halted in the area of the find, and an Archeologist shall be called to evaluate the findings and make any necessary mitigation recommendations. If human remains are unearthed during ground disturbing activity, no further disturbance is to occur until the Fresno County Coroner has made the necessary findings as to origin and disposition. If such remains are determined to be Native American, the Coroner must notify the Native American Commission within 24 hours.*

## VI. GEOLOGY AND SOILS

- A. Would the project expose people or structures to potential substantial adverse effects, including risk of loss, injury or death involving:

1. Rupture of a known earthquake?
  - (a.) Strong seismic ground shaking?
  - (b.) Seismic-related ground failure, including liquefaction?
  - (c.) Landslides?

FINDING: NO IMPACT:

*The area is designated as Seismic Design Category D in the California Geological Survey. No agency expressed concerns or complaints related to ground shaking, ground failure, liquefaction or landslides. Construction of the proposed solar power generation facility will be subject to the Seismic Design Category D Standards.*

- B. Would the project result in substantial erosion or loss of topsoil; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

*No significant grading activities are expected from the development of the proposed solar power generation facility which would result in substantial loss of topsoil. The racking systems and PV module arrays require a moderately flat surface for installation, which is characteristic of the project site's topography. However, some earthwork such as grading, fill, compaction, and erosion control may be required to accommodate the placement of the racking systems and PV module arrays, subterranean conduits, footings, foundations, access roads and drainage features. According to the Reclamation Plan submitted by the Applicant in compliance of the "Solar Facility Guidelines" (Supplemental Information) approved by the Fresno County Board of Supervisors on May 3, 2011 and revised on May 21, 2013, upon decommissioning of the solar power generation facility, grading of the site will be conducted as necessary to return the site to a pre-development surface condition.*

- C. Would the project result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse; or
- D. Would the project be located on expansive soils creating substantial risks to life or property; or

FINDING: NO IMPACT:

*The subject parcel is not located within an area of known risk of landslides, lateral spreading, subsidence, liquefaction, collapse, or within an area of known expansive soils.*

- E. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative disposal systems where sewers are not available for wastewater disposal?

FINDING: LESS THAN SIGNIFICANT IMPACT:

*There are no on-site sewage disposal systems proposed with this project as the proposed facility is to be unmanned. Further, this proposal was reviewed by the Fresno County Department of Public Health, Environmental Health Division, which expressed no concerns with the project in regard to soils or wastewater disposal.*

## VII. GREENHOUSE GAS EMISSIONS

- A. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; or
- B. Would the project conflict with applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

FINDING: LESS THAN SIGNIFICANT IMPACT:

*The San Joaquin Valley Air Pollution Control District (Air District) has reviewed this proposal and expressed no concerns related to greenhouse gas emissions. Additionally, compliance*

*with the Air District Rules and Mitigation Measures discussed in Section III of this analysis will reduce air quality impacts of the subject proposal to a less than significant level.*

*An Air Impact Assessment (AIA) Application (ISR Project No. C-20130044) was prepared by the Applicant and submitted to the Air District on February 14, 2013. The AIA Application was approved by the Air District on April 2, 2013.*

## VIII. HAZARDS AND HAZARDOUS MATERIALS

- A. Would the project create a significant public hazard through routine transport, use or disposal of hazardous materials; or
- B. Would the project create a significant public hazard involving accidental release of hazardous materials into the environment; or
- C. Would the project emit hazardous emissions or handle hazardous materials, substances or waste within one-quarter mile of a school; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

*This proposal was reviewed by the Fresno County Department of Public Health, Environmental Health Division, which identified the following requirements to be included as Project Notes: 1) prior to occupancy, the Applicant shall complete and submit a Hazardous Materials Business Plan to the Fresno County Department of Public Health, Environmental Health Division, for review and approval; 2) all hazardous waste shall be handled in accordance with the requirements set forth in the California Health and Safety Code, Chapter 6.5; 3) any wells that exist or that have been abandoned within the project area, not intended for use by the project, shall be properly destroyed under permit(s) from the Fresno County Department of Public Health, Environmental Health Division, prior to commencement of work; 4) prior to destruction of agricultural wells, a sample of the upper most fluid in the well column shall be sampled for lubricating oil and any such oil found shall be removed from the well prior to placement of fill material for destruction and be handled in accordance with federal, state and local government requirements; 5) should any underground storage tank(s) be found during the project, the Applicant shall obtain an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division; 6) should a water well be drilled, the water well contractor selected by the Applicant shall obtain a Permit to Construct a Water Well from the Fresno County Department of Public Health, Environmental Health Division, and any new well drilled shall meet industrial well construction standards.*

*Impacts of pesticides on construction and operational crews from prior farming operations conducted on the project site are not a concern and will not require an Environmental Site Assessment (ESA) for the project. This proposal is similar in nature to uses such as wineries, fruit packing facilities, etc. that have been established on farmland in Fresno County. No existing oil or gas wells were identified on the subject parcel by reviewing agencies and, therefore, no such hazard exists on the site for workers.*

*There are no schools located within one-quarter mile of the subject parcel.*



D. Would the project be located on a hazardous materials site; or

FINDING: NO IMPACT:

*The project site is not located on a hazardous materials site.*

E. Would a project be located within an airport land use plan or, absent such a plan, within two miles of a public airport or public use airport, result in a safety hazard for people residing or working in the project area; or

F. Would a project located within the vicinity of a private airstrip result in a safety hazard for people residing or working in the project area; or

FINDING: NO IMPACT:

*The project site is not located within two miles of a public airport or public use airport or private airstrip.*

G. Impair implementation of or physically interfere with an adopted Emergency Response Plan or Emergency Evacuation Plan; or

FINDING: NO IMPACT:

*The project will not impair implementation of or physically interfere with an adopted Emergency Response Plan.*

H. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

FINDING: NO IMPACT:

*The project site is not located within a wildland area.*

#### IX. HYDROLOGY AND WATER QUALITY

A. Would the project violate any water quality standards or waste discharge requirements or otherwise degrade water quality; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

See discussion in Section VI.E Geology and Soils.

B. Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge so that there would be a net deficit in aquifer volume or a lowering of the local groundwater table; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

*Supplemental project information prepared for the proposed solar power generation facility in compliance of the "Solar Facility Guidelines" (Supplemental Information) approved by the Fresno County Board of Supervisors on May 3, 2011 and revised on May 21, 2013 has been submitted by the Applicant and reviewed by various agencies and departments. As noted in Item No. 2 of the Supplemental Information related to Water Source, both the 156.79-acre parcel (APN: 038-080-11S) and the 160.00-acre parcel (APN: 038-080-31S) have water allocations from Westlands Water District (WWD). Additionally, off-site wells located on easterly adjacent parcels which have the same owner as the subject parcels have been utilized to supplement the water allocations from the WWD. Further, water to be utilized for the construction, maintenance and operation of the proposed solar power generation facility will either be attained from the Westlands Water District under a Municipal and Industrial (M&I) Permit, or from a well to be constructed on the project site. Further, according to the Operational Statement prepared for the proposed solar power generation facility, approximately one (1) acre-foot of water will be utilized during the project's eight-month construction period, and approximately one (1) acre-foot of water per year will be utilized for regular maintenance and operations.*

*This proposal was reviewed by the Water/Geology/and Natural Resources Section of the Fresno County Department of Public Works and Planning, Development Services Division, which expressed no concerns with the project as it relates to water quantity as the subject parcel is not located in a water short area.*

- C. Would the project substantially alter existing drainage patterns, including alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off-site; or
- D. Would the project substantially alter existing drainage patterns, including alteration of the course of a stream or river, in a manner which would result in flooding on or off-site; or

FINDING: NO IMPACT:

*No streams or rivers are located near the project site.*

- E. Would the project create or contribute run-off which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted run-off; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

*Development of the proposed solar power generation facility may cause changes in absorption rates, drainage patterns, or an increase in the rate and amount of surface run-off due to some earthwork such as grading, fill, compaction, and erosion control that may be required to accommodate the placement of the racking systems and PV module arrays, subterranean conduits, footings, foundations, access roads and drainage features. However, potential run-off, flooding, erosion, and siltation effects are not considered significant because development*

*of the proposed solar power generation facility would require adherence to mandatory construction practices contained in the Grading and Drainage Sections of the County Ordinance Code.*

*This proposal was reviewed by the Development Engineering Section of the Fresno County Department of Public Works and Planning which identified the following requirements to be included as Project Notes: 1) any additional stormwater run-off generated by the proposed development cannot be drained across property lines and must be retained on-site per County Standards; 2) an Engineered Grading and Drainage Plan shall be required to show how additional stormwater run-off generated by the proposed development will be handled without adversely impacting adjacent properties; 3) a Grading Permit or Voucher shall be required for any grading associated with this project.*

F. Would the project otherwise substantially degrade water quality; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

See discussion in Section VI.E Geology and Soils.

G. Would the project place housing within a 100-year floodplain; or

FINDING: NO IMPACT:

*No housing is proposed with this project.*

H. Would the project place structures within a 100-year flood hazard area that would impede or redirect flood flows; or

FINDING: NO IMPACT:

*The project site is not located within the FEMA 100-year flood hazard area and, therefore, no such impacts were identified in the project analysis.*

I. Would the project expose persons or structures to levee or dam failure; or

J. Would the project inundation by seiche, tsunami or mudflow?

FINDING: NO IMPACT:

*The subject site is not prone to seiche, tsunami or mudflow, nor is the project exposed to potential levee or dam failure.*

## X. LAND USE AND PLANNING

A. Will the project physically divide an established community; or

FINDING: NO IMPACT:

*This proposal will not physically divide a community. The project site is located approximately eight miles southwest of the City of San Joaquin.*

- B. Will the project conflict with any Land Use Plan, policy or regulation of an agency with jurisdiction over the project; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

*The project site is designated Agriculture in the Fresno County General Plan. Provisions for certain non-agricultural uses such as the proposed use have been provided for in the Fresno County Zoning Ordinance and General Plan. Policy LU-A.3 of the General Plan provides that electrical power generation facilities may be allowed by discretionary permit subject to a number of specific criteria. Criteria LU-A.3.a states that the use shall provide a needed service to the surrounding area which cannot be provided more effectively within urban areas or which requires location in a non-urban area because of unusual site requirements or operational characteristics. Criteria LU-A.3.b states that the use shall not be sited on productive agricultural land if less productive land is available in the vicinity. Criteria LU-A.3.c states that the use shall not have a detrimental impact on water resources or the use or management of surrounding properties within a one quarter-mile radius. Criteria LU-A.3.d states that a probable workforce should be located nearby or readily available.*

*With regard to Criteria "a", the proposed use will operate more efficiently in a non-urban area due to the property size required to produce electricity with solar panels and the availability of large undeveloped land in the subject area. With regard to Criteria "b", loss of farmland resulting from this project would be less than significant considering that the proposal will be conditionally limited to 35 years. Further, upon cessation of the proposed use at the end of the project's 35-year life, the site will be restored to a pre-development condition for farming operations. With regard to Criteria "c", this proposal was reviewed by the Water/Geology/and Natural Resources Section of the Fresno County Department of Public Works and Planning, which expressed no concerns with the project as it relates to water quantity as the project site is not located in a water short area. Further, with adherence to the recommended Conditions of Approval, Mitigation Measures and Project Notes identified in this Initial Study, staff believes the proposal will not have a detrimental impact on the use or management of surrounding properties. With regard to Criteria "d", the project site is located approximately eight miles southwest of the City of San Joaquin, which has the ability to provide an adequate workforce. Therefore, the proposed use is conditionally compatible with the Agriculture General Plan designation.*

*Policy LU-A.12 of the General Plan requires that agricultural activities be protected from encroachment of incompatible uses, Policy LU-A.13 requires buffers between proposed non-agricultural uses and adjacent agricultural operations, and Policy LU-A.14 requires an assessment of the conversion of productive agricultural land and that mitigation be required where appropriate. Further, the "Solar Facility Guidelines" (Supplemental Information) approved by the Fresno County Board of Supervisors on May 3, 2011 and revised on May 21, 2013 require measures to create a buffer between proposed solar facilities and adjacent agricultural operations. In this instance, the proposed solar power generation facility will have eight-foot tall chain-link perimeter fencing topped with barbed wire and 20-foot wide perimeter roads. Further, the proposed solar panels will be setback at least 60 feet from the*

*northernmost property line of the project site, at least 60 feet from the southernmost property line of the project site, at least 80 feet from the eastern property line of the project site, and at least 60 feet from the western property line of the project site. Additionally, the project site will be restored to an agricultural use after the proposed 35 years of solar power generation in accordance with the Applicant's Reclamation Plan.*

- C. Will the project conflict with any applicable Habitat Conservation Plan or Natural Community Conservation Plan?

FINDING: NO IMPACT:

*The project will not conflict with the provisions of any adopted Habitat Conservation Plan or Natural Community Conservation Plan.*

## XI. MINERAL RESOURCES

- A. Would the project result in the loss of availability of a known mineral resource; or
- B. Would the project result in the loss of availability of a locally-important mineral resource recovery site designated on a General Plan?

FINDING: NO IMPACT:

*No mineral resource impacts were identified in the analysis. The site is not located in an identified mineral resource area identified in Policy OS-C.2 of the General Plan.*

## XII. NOISE

- A. Would the project result in exposure of people to severe noise levels; or
- B. Would the project result in exposure of people to or generate excessive ground-borne vibration or ground-borne noise level; or
- C. Would the project cause a substantial permanent increase in ambient noise levels in the project vicinity; or
- D. Would the project result in a substantial temporary or periodic increase in ambient noise levels; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

*The Fresno County Department of Public Health, Environmental Health Division, reviewed this proposal and did not identify any potential noise-related impacts. However, development of the proposed solar power generation facility will be subject to conformance with the Fresno County Noise Ordinance related to construction noise, limiting noise-generating construction activities to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. Saturday and Sunday. This requirement will be included as a Project Note.*

- E. Would the project expose people to excessive noise levels associated with a location near an airport, or a private airstrip; or
- F. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

FINDING: NO IMPACT:

*The project site is not located in the vicinity of a public airport or private airstrip, and is not impacted by airport noise.*

### XIII. POPULATION AND HOUSING

- A. Would the project induce substantial population growth either directly or indirectly; or
- B. Would the project displace substantial numbers of existing housing; or
- C. Would the project displace substantial numbers of people, necessitating the construction of housing elsewhere?

FINDING: NO IMPACT:

*The project will not construct or displace housing and will not otherwise induce population growth.*

### XIV. PUBLIC SERVICES

- A. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered public facilities in the following areas:

- 1. Fire protection;

FINDING: LESS THAN SIGNIFICANT IMPACT:

*This proposal was reviewed by the Fresno County Fire Protection District (Fire District) which did not identify any concerns with the project. The proposal shall comply with the 2007 California Code of Regulations Title 24 – Fire Code, and County-approved Site Plans will be required to be approved by the Fire District prior to issuance of Building Permits by the County. This requirement will be included as a Project Note and will be addressed during Site Plan Review which will be required as a Condition of Approval. Conditions of the Site Plan Review may include, but are not limited to: design of parking and circulation areas, access, on-site grading and drainage, fire protection, landscaping, signage and lighting.*

- 2. Police protection;
- 3. Schools;
- 4. Parks; or

FINDING: NO IMPACT:

*The project will not result in the need for additional public services related to police, schools and parks.*

5. Other public facilities?

FINDING: LESS THAN SIGNIFICANT IMPACT:

*The proposed solar power generation facility will connect to an existing Pacific Gas & Electric Company (PG&E) substation which abuts the southeast corner of the 156.79-acre parcel (APN: 038-080-11S).*

#### XV. RECREATION

- A. Would the project increase the use of existing neighborhood and regional parks; or
- B. Would the project require the construction of or expansion of recreational facilities?

FINDING: NO IMPACT:

*No impacts on recreational resources were identified in the analysis.*

#### XVI. TRANSPORTATION/TRAFFIC

- A. Would the project conflict with any applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system taking into account all modes of transportation; or
- B. Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demands measures; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

*Access to the proposed solar power generation facility will be from Mountain View Avenue via the Stanislaus Avenue alignment. Construction of the proposal is expected to last approximately eight months and is estimated to generate up to 40 one-way trips per day (20 round trips per day) for said period of time. Once operational, the proposed solar power generation facility will be unmanned and remotely monitored. However, two employees will conduct maintenance at the facility twice per month which will generate four one-way trips per month (two round trips per month) year-round. Additionally, panel washing will be conducted by four employees every six months which will generate eight one-way trips every six months (four round trips every six months) year-round.*

*The Design Division of the Fresno County Department of Public Works and Planning reviewed this proposal and expressed no concerns regarding the carrying capacities of the adjacent roadways and did not require a Traffic Impact Study.*

- C. Would the project result in a change in air traffic patterns; or

FINDING: NO IMPACT:

*This proposal will not result in a change in air traffic patterns.*

- D. Would the project substantially increase traffic hazards due to design features; or

- E. Would the project result in inadequate emergency access; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

*Access to the proposed solar power generation facility will be from Mountain View Avenue via the Stanislaus Avenue alignment. The Design Division of the Fresno County Department of Public Works and Planning reviewed this proposal and did not identify any concerns with respect to increased traffic hazards or emergency access. According to the Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning, the Stanislaus Avenue alignment is not within Fresno County's maintained road system, nor is the alignment located within a public easement. As such, the developer is responsible for securing any easements that may be needed for the use of the Stanislaus Avenue alignment. This requirement will be included as a Project Note.*

- F. Would the project conflict with adopted plans, policies or programs regarding public transit, bicycle or pedestrian facilities or otherwise decrease the performance or safety of such facilities?

FINDING: NO IMPACT:

*The project will not conflict with any adopted alternative transportation plans.*

## XVII. UTILITIES AND SERVICE SYSTEMS

- A. Would the project exceed wastewater treatment requirements; or



B. Would the project require construction of or the expansion of a new water or wastewater treatment facilities; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

See discussion in Section VI.E Geology and Soils.

C. Would the project require or result in the construction or expansion of new stormwater drainage facilities; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

See discussion in Section IX.E Hydrology and Water Quality

D. Would the project have sufficient water supplies available from existing entitlements and resources, or are new or expanded entitlements needed; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

See discussion in Section IX.B Hydrology and Water Quality.

E. Would the project result in a determination of inadequate wastewater treatment capacity to serve project demand; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

See discussion in Section VI.E Geology and Soils.

F. Would the project be served by a landfill with sufficient permitted capacity; or

G. Would the project comply with federal, state and local statutes and regulations related to solid waste?

FINDING: LESS THAN SIGNIFICANT IMPACT:

*Once operational, the proposed solar power generation facility will be unmanned and remotely monitored. However, two employees will conduct maintenance at the facility twice per month, year-round, and four employees will conduct panel washing at the facility every six months, year-round. Considering the number of employees to be present at the facility on a regular basis, this proposal will not have a significant impact on area landfills. Further, as discussed in Section VIII A. B. C. of this analysis, all hazardous waste shall be handled in accordance with the requirements set forth in the California Health and Safety Code, Chapter 6.5.*

#### XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

A. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or

restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California prehistory or history; or

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED:

*Construction of the project may impact sensitive biological and cultural resources. Included Mitigation Measures in Section IV A. B. C. D. E. F. and Section V. A. B. C. D. will minimize such impacts to less than significant.*

B. Does the project have impacts that are individually limited, but cumulatively considerable; or

FINDING: LESS THAN SIGNIFICANT IMPACT:

*The proposed solar power generation facility will adhere to permitting requirements and rules and regulations set forth by the Fresno County Grading and Drainage Ordinance, San Joaquin Valley Unified Air Pollution Control District, and the California Code of Regulations Fire Code. No cumulatively considerable impacts were identified in the analysis other than Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, and Cultural Resources, which will be addressed with the Mitigation Measures discussed in Section I. D., Section II. A. B. C. D. E., Section III. A. B. C. D. E., Section IV A. B. C. D. E. F., and Section V. A. B. C. D.*

C. Does the project have environmental impacts which will cause substantial adverse effects on human beings, either directly or indirectly?

FINDING: NO IMPACT:

*No substantial adverse impacts on human beings were identified in the project analysis.*

## CONCLUSION/SUMMARY

Based upon the Initial Study prepared for Unclassified Conditional Use Permit Application No. 3383, staff has concluded that the project will not have a significant effect on the environment. It has been determined that there would be no impacts to mineral resources, population and housing, and recreation.

Potential impacts related to geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation and traffic, and utilities and service systems have been determined to be less than significant. Potential impacts relating to aesthetics, agricultural and forestry resources, air quality, biological resources, and cultural resources have been determined to be less than significant with the identified Mitigation Measures.

A Mitigated Negative Declaration is recommended and is subject to approval by the decision-making body. The Initial Study is available for review at 2220 Tulare Street, Suite A, Street Level, located on the southwest corner of Tulare and "M" Street, Fresno, California.

# ADAMS BROADWELL JOSEPH & CARDOZO

## FAX TRANSMITTAL

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 Notify us immediately by telephone if you received this message in error and return the original.

**TO:** John Navarette **FAX NO:** 559-262-4879  
 Bernice Seidel 559-488-1878

**FROM:** Charissa L. Villanueva **DATE:** October 18, 2013

**ENCLOSURE:** Request for Mailed Notice of CEQA Actions and Public Hearings –  
 Giffen Solar Park (CUP 3383)

**PAGES,** including cover: 3

Attached is our CEQA Request for the above referenced project. If you have any questions regarding this request, please contact our office.

Thank you.

RECEIVED  
 COUNTY OF FRESNO

OCT 18 2013

DEPARTMENT OF PUBLIC WORKS  
 AND PLANNING  
 DEVELOPMENT SERVICES DIVISION

601 Gateway Boulevard, Suite 1000  
 South San Francisco, California 94080-7037  
 Telephone: (650) 589-1660

E-mail: c Exhibit 6 - Page 153 ll.com

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JAMIE L. MAULDIN  
ROBYN C. PURCHIA  
ELLEN L. TRESKOTT

October 18, 2013

VIA U.S. MAIL AND FAX

Mr. John Navarrette  
Administrative Officer  
Fresno County  
2220 Tulare Street, 6th floor  
Fresno, CA 93721  
Fax: (559) 262-4879

Ms. Bernice E. Seidel  
Clerk of the Board  
Fresno County  
Hall of Records - Room 301  
2281 Tulare St.  
Fresno, CA 93721  
Fax: (559) 488-1878

Re: Request for Mailed Notice of CEQA Actions and Public Hearings - Giffen Solar Park (CUP 3383)

Dear Mr. Navarrette and Ms. Seidel,

We are writing on behalf of California Unions for Reliable Energy to request mailed notice of the availability of any environmental review document, prepared pursuant to the California Environmental Quality Act, related to the Giffen Solar Park (CUP 3383), as well as a copy of the environmental review document when it is made available for public review.

We also request mailed notice of any and all hearings and/or actions related to the Project. These requests are made pursuant to Public Resources Code Sections 21092.2, 21080.4, 21083.9, 21092, 21108 and 21152 and Government Code Section 65092, which require local agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency's governing body.

Please send the above requested items by email and U.S. Mail to our South San Francisco Office as follows:

October 18, 2013  
Page 2

**U.S. Mail**

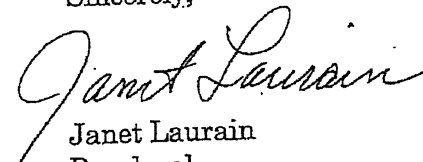
Janet Laurain  
Adams Broadwell Joseph & Cardozo  
601 Gateway Boulevard, Suite 1000  
South San Francisco, CA 94080-7037

**Email**

[jlaurain@adamsbroadwell.com](mailto:jlaurain@adamsbroadwell.com)

Please call me at (650) 589-1660 if you have any questions. Thank you for your assistance with this matter.

Sincerely,

  
Janet Laurain  
Paralegal

JML:clv

cc: Derek Chambers, *via email*, [dchambers@co.fresno.ca.us](mailto:dchambers@co.fresno.ca.us)