

Recording Requested By:

First American Title Company

Mail tax statements to and  
when recorded, mail to:

Center for Natural Lands  
Management  
27258 Via Industrial, Suite B  
Temecula, CA 92590

**FRESNO County Recorder**

**Paul Dictos, C.P.A.**

**DOC-**

**2015-0156261-00**

**Acct 7002-First American Title Company - Santa Ana**

**Friday, DEC 11, 2015 09:24:40**

**Ttl Pd \$310.00 Rcpt # 0004438582**

**APR/R7/1-98**

---

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER USE

conservative Easment Deed  
(Including Third-Party Beneficiary)  
TITLE OF DOCUMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 additional recording fee applies)



MAIL TAX STATEMENTS TO SAME ADDRESS NOTED ABOVE

RECORDING REQUESTED BY:  
First American Title Company

AND WHEN RECORDED MAIL TO:  
Center for Natural Lands Management  
27258 Via Industria, Suite B  
Temecula, CA 92590

WITH COPIES TO:  
U.S. Fish and Wildlife Service  
Ventura Fish and Wildlife Office  
2493 Portola Road, Suite B  
Ventura, CA 93003

California Department of Fish and Wildlife  
Office of the General Counsel  
1416 Ninth Street, 12<sup>th</sup> Floor  
Sacramento, CA 95814

**COPY** of Document Recorded

12/11/15 2015-0011955

Has not been compared with original.  
Original will be returned when  
processing has been completed.

San Benito COUNTY REGISTRAR-RECORDER

11:32 A.M.

Space Above Line for Recorder's Use Only

NCS-753462-NRG

**CONSERVATION EASEMENT DEED  
(INCLUDING THIRD-PARTY BENEFICIARY)  
Panoche Valley Preserve**

**Valley Floor Conservation Lands  
Valadeao Ranch Conservation Lands  
Silver Creek Ranch Conservation Lands**

**(San Benito County and Fresno County)**

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the 9th day of December, 2015 by PANOCHE VALLEY SOLAR LLC, a Delaware limited liability company (Secretary of State Entity Number 5110750) ("Grantor"), in favor of the CENTER FOR NATURAL LANDS MANAGEMENT, a California § 501(c)(3) nonprofit corporation ("Grantee"), with reference to the following facts:

**RECITALS**

A. Grantor proposes to construct and operate a utility-scale, approximately 247 alternating current (AC) megawatt (MW), solar photovoltaic (PV) energy generating facility, known as the Panoche Valley Solar Facility ("Project"), on private lands in San Benito County, California.

B. Grantor is the sole owner in fee simple of certain real property ("Conservation Lands") containing approximately Twenty-Four Thousand Five

RECORDING REQUESTED BY:  
First American Title Company

AND WHEN RECORDED MAIL TO:  
Center for Natural Lands Management  
27258 Via Industria, Suite B  
Temecula, CA 92590

WITH COPIES TO:  
U.S. Fish and Wildlife Service  
Ventura Fish and Wildlife Office  
2493 Portola Road, Suite B  
Ventura, CA 93003

California Department of Fish and Wildlife  
Office of the General Counsel  
1416 Ninth Street, 12<sup>th</sup> Floor  
Sacramento, CA 95814

*NCS-753462-NRG*

*Space Above Line for Recorder's Use Only*

**CONSERVATION EASEMENT DEED  
(INCLUDING THIRD-PARTY BENEFICIARY)  
Panoche Valley Preserve**

**Valley Floor Conservation Lands  
Valadeao Ranch Conservation Lands  
Silver Creek Ranch Conservation Lands**

**(San Benito County and Fresno County)**

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the 24<sup>th</sup> day of December, 2015 by PANOCHE VALLEY SOLAR LLC, a Delaware limited liability company (Secretary of State Entity Number 5110750) ("Grantor"), in favor of the CENTER FOR NATURAL LANDS MANAGEMENT, a California § 501(c)(3) nonprofit corporation ("Grantee"), with reference to the following facts:

**RECITALS**

A. Grantor proposes to construct and operate a utility-scale, approximately 247 alternating current (AC) megawatt (MW), solar photovoltaic (PV) energy generating facility, known as the Panoche Valley Solar Facility ("Project"), on private lands in San Benito County, California.

B. Grantor is the sole owner in fee simple of certain real property ("Conservation Lands") containing approximately Twenty-Four Thousand Five

Hundred (24,500) acres, located in the Counties of San Benito ("San Benito County") and Fresno ("Fresno County"), State of California, commonly referred to individually as the following: Valley Floor Conservation Land, Valadeao Ranch Conservation Land, and Silver Creek Ranch Conservation Land. The Conservation Lands are legally described in **Exhibit A** and depicted on the maps in **Exhibit B-1** through **B-2** attached to this Conservation Easement and incorporated herein by this reference.

C. The Conservation Lands (1) possess open space, various biotic habitat types, wildlife, and other habitat values (collectively, "Conservation Values") of great importance to Grantee, the people of the State of California, and the people of the United States; (2) will provide high quality natural, restored and enhanced habitat for the San Joaquin kit fox (*Vulpes macrotis mutica*), giant kangaroo rat (*Dipodomys ingens*), blunt-nosed leopard lizard (*Gambelia sila*), San Joaquin antelope squirrel (*Ammospermophilus nelsoni*), California tiger salamander (*Ambystoma californiense*), and California condor (*Gymnogyps californianus*); (3) will provide established, enhanced and preserved seasonal drainages and wetland features of the United States; (4) are and will remain in a Natural Condition (as defined herein); and (5) are intended to be perpetually conserved, managed, and preserved to maintain their ecological, genetic, historical, visual, and educational values. The establishment, enhancement, preservation, and management of the Conservation Lands pursuant to this Conservation Easement will mitigate certain impacts of the Project.

D. Grantee is authorized to hold easements pursuant to California Civil Code Section 815.3 and Government Code Section 65967. Specifically, Grantee is a tax-exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California, which has as its primary purpose and activity the protection and preservation of natural lands. Grantee has been accredited by the Land Trust Alliance Accreditation Commission.

E. The California Department of Fish and Wildlife ("CDFW") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code Section 1802. CDFW is authorized to be a beneficiary under conservation easements by California law. CDFW is a third-party beneficiary ("Third-Party Beneficiary") of this Conservation Easement as described further below.

F. The United States Fish and Wildlife Service ("USFWS"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. § 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. § 742(f), *et seq.*, and other

provisions of federal law. USFWS is a Third-Party Beneficiary of this Conservation Easement as further described below.

G. The United States Army Corps of Engineers ("USACE") is the federal agency charged with the primary responsibility for regulating the discharge of dredged and/or fill material into waters of the United States under Section 404 of the Clean Water Act.

H. San Benito County is a political subdivision of the State of California, and has local land use entitlement authority over the Project.

I. Fresno County is a political subdivision of the State of California.

J. The Central Valley Regional Water Quality Control Board ("RWQCB"), an environmental entity operating under the authority of the California Environmental Protection Agency of the State of California, has the mission to "preserve, enhance, and restore the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses, and to ensure proper water resource allocation and efficient use, for the benefit of present and future generations." RWQCB has right of access to those areas of the Conservation Lands subject to its issued permits for permit compliance and enforcement purposes.

K. This Conservation Easement is being executed and delivered to provide mitigation for certain impacts of the Project, as required by (i) the Final Supplemental Environmental Impact Report for the Panoche Valley Solar Project, CUP No. UP 1023-09-A State Clearinghouse #2010031008, certified by San Benito County on May 19, 2015, (ii) California Endangered Species Act Incidental Take Permit (2081-2014-035-04) issued by CDFW on November 20, 2015, (iii) Waste Discharge Requirements Order R5-2015-0105 by the RWQCB for Panoche Valley Solar, LLC, Panoche Valley Solar Project, San Benito County, issued on August 25, 2015, (iv) the Clean Water Act Section 401 Certification issued by the RWQCB on October 15, 2015, and (v) the Biological Opinion issued by the USFWS (File No. 2009-00443S) on October 5, 2015 (collectively, the "Permits"). The Grantor has also submitted to CDFW Notification No. 1600-2014-0042-R4 for a proposed Stream or Lake Alteration Agreement and an application to USACE for a permit under Clean Water Act Section 404(b) to allow dredge and fill of waters of the United States. The Conservation Lands have been designed to also provide mitigation for and satisfy anticipated requirements of the Stream or Lake Alteration Agreement and the Section 404(b) permit.

L. CDFW, USFWS, USACE, San Benito County, and RWQCB are collectively referred to in this Conservation Easement as the "Agencies."

M. A draft habitat management plan detailing the implementation measures to accomplish management goals and objectives for the Conservation

Lands has been developed in accordance with the Permits and is entitled "Habitat Management Plan, Panoche Valley Solar Project Conservation Lands, San Benito and Fresno Counties, California" June 16, 2015, ("Draft Habitat Management Plan" or "Draft HMP"). The Draft HMP describes the measures proposed to be implemented on the Conservation Lands to compensate and mitigate unavoidable impacts of the Project on federal- and state-listed species. The Draft HMP provides management goals and objectives, roles and responsibilities, a description of the covered species and habitats, a management strategy, detailed management implementation tasks, monitoring methods, timelines, reporting, and funding details. Pursuant to Section 20 of this Conservation Easement, the final habitat management plan ("Final HMP") must be approved in writing by CDFW, USFWS, and San Benito County.

N. A draft wetland mitigation and monitoring plan has been developed in accordance with the Permits and is titled "Wetlands Mitigation and Monitoring Plan for Impacts to Waters and Habitats -- Panoche Valley Solar Facility Project, San Benito County, California," ca. September 2015 ("Draft Wetland Mitigation and Monitoring Plan" or "Draft WMMP"). The Draft WMMP includes both wetland and vegetative habitat mitigation and monitoring and describes the specific and detailed compensatory mitigation activities and plans, performance criteria to measure success, initial monitoring and management actions, long-term management activities, and estimated costs for the Conservation Lands for unavoidable impacts to federal and non-federal waters and special status species habitat from the Project. Pursuant to Section 20 of this Conservation Easement, the final wetland mitigation and monitoring plan ("Final WMMP") must be approved in writing by CDFW, USFWS, USACE, San Benito County, and RWQCB.

O. The Final HMP and Final WMMP are intended and acknowledged to be adaptive management plans (which are together referred to herein as the "Management Plan").

P. The Grantor and/or Grantee is responsible for providing a copy of the Final HMP and Final WMMP to any respective successor or assign of Grantor or Grantee. In the event the Grantor or Grantee does not provide a copy of the HMP and WMMP to any successor or assign of Grantor or Grantee, the successor or assign may request a copy from one of the Agencies at the address for notices listed in Section 18 (Notices) of this Conservation Easement.

Q. Grantor, Grantee, and Agencies recognize that Grantor intends to add acreage to the Conservation Lands and, accordingly, that this Conservation Easement may be amended in this limited regard and rerecorded by agreement of Grantor and Grantee to perpetually encumber such additional Conservation Lands.

R. Grantee and Agencies recognize that Grantor intends to use certain Laydown Area Envelopes (as defined in Subsection 1(d)) as material laydown

areas during construction of the Project, notwithstanding the prohibitions on certain uses described in Section 3, and that following construction of the Project, the Laydown Area Envelopes will be restored to pre-construction conditions and preserved in accordance with this Conservation Easement.

### COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Conservation Lands.

1. Purposes.

a. The purposes of this Conservation Easement are to ensure that the Conservation Lands will be retained forever in their natural, restored, or enhanced condition ("Natural Condition") as contemplated by the Permits and the Management Plan, and to prevent any use of the Conservation Lands that will impair or interfere with the Conservation Values of the Conservation Lands. Grantor intends that this Conservation Easement will confine the use of the Conservation Lands to activities that are consistent with such purposes, including, without limitation, those involving the preservation, establishment, re-establishment, and enhancement of native species and their habitats implemented in accordance with the Management Plan as approved by the Agencies.

b. The term "Natural Condition," as referenced in the preceding Subsection, shall mean the condition of the Conservation Lands as they exist at the time this Conservation Easement is executed, as well as future changes to the Conservation Lands that occur directly as a result of preservation, establishment, re-establishment, enhancement, and/or perpetual maintenance and management activities, as approved by the Agencies.

c. If a controversy arises with respect to the Natural Condition of the Conservation Lands, Grantor, Grantee, CDFW, RWQCB, USFWS, and USACE shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs, or other evidence or information to assist in the resolution of the controversy.

d. The Conservation Lands contain two (2) separate, temporary construction material laydown areas ("Laydown Area Envelopes") that are subject to the terms and conditions of this Conservation Easement, except as described in this Subsection: (1) the 40.16-acre Parcel C Laydown Area Envelope described in **Exhibit A** and depicted in **Exhibit B-3 (Parcel 4 Laydown Area Envelope)** and (2) the 53.24-acre Parcel D Laydown Area Envelope

described in **Exhibit A** and depicted in **Exhibit B-4 (Parcel D Laydown Area Envelope)**. Grantor retains the rights, during the Project construction phase ("**Construction Phase**"), to use the Laydown Area Envelopes for construction traffic access, storage of equipment, vehicles, materials, and temporary facilities, temporary water ponds, and related construction activities as allowed by and in accordance with the Permits. Upon completion of the Construction Phase, and not later than December 31, 2018, Grantor shall commence restoration of the Laydown Area Envelopes to re-establish their Natural Condition as contemplated by the Permits and the Management Plan. Thereafter, the Laydown Area Envelopes shall be subject to the terms and conditions of this Conservation Easement in all respects.

2. **Grantee's Rights.** To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

a. To preserve and protect the Conservation Values of the Conservation Lands.

b. To enter the Conservation Lands at reasonable times in order to monitor compliance with the Conservation Easement.

c. To prevent any activity on or use of the Conservation Lands that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Conservation Lands that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

d. To require that all mineral, air and water rights owned by Grantor that Grantee deems reasonably necessary to preserve and protect the biological resources and Conservation Values of the Conservation Lands shall not be separated from the Conservation Lands by transfer, encumbrance, lease, sale, or otherwise.

e. All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Conservation Lands are hereby terminated and extinguished, and may not be exercised on or transferred to any portion of the Conservation Lands or any adjacent property.

f. To enforce by any lawful means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

3. **Prohibited Uses.** Any activity on or use of the Conservation Lands that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, and except as provided above at Subsection 1(d) for Laydown Area Envelopes, as that term is therein defined, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited to the extent provided below:



- a. Watering, except for purposes of revegetation or restoration necessary to maintain the Natural Condition of the Conservation Lands.
- b. Except as otherwise specifically provided in the Management Plan: grazing; planting of certain native shrubs; use of chemical herbicides; and weed abatement activities. Use of chemical fertilizers, pesticides, biocides, rodenticides, fungicides, or other agricultural chemicals or agents is prohibited.
- c. Incompatible fire protection activities.
- d. Use of unmanned aerial vehicles (UAVs) unless authorized by the Management Plan for management and/or Conservation Value protection.
- e. Use of off-road vehicles and other ground-based motorized vehicles except on existing roadways and as otherwise specifically provided in the Management Plan.
- f. Agricultural activities of any kind, except as specifically provided in the Management Plan with respect to grazing, planting of certain native shrubs, or otherwise.
- g. Recreational activities, including, but not limited to, horseback riding, biking, hunting, or fishing.
- h. Commercial, residential, institutional, or industrial uses.
- i. Any legal or de facto division, subdivision, or partitioning of the Conservation Lands, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code Section 66499.35).
- j. Construction, reconstruction, expansion, location, relocation, installation, erection, or placement of any building, billboard, or any other structure or improvement of any kind, except for fencing, corrals, and water systems specifically provided in the Management Plan. Signs are only allowed for the purposes of public safety, identifying the Conservation Easement and its participants and posting the Conservation Lands to control unauthorized entry or use; provided, no sign resulting in the impairment of Conservation Values shall be allowed.
- k. Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.
- l. Planting, introduction or dispersal of non-native or exotic plant or animal species.
- m. Except for normal and customary road maintenance as specifically provided in the Management Plan, filling, dumping, excavating,

draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rock, or other material on or below the surface of the Conservation Lands, or granting or authorizing surface entry for any of these purposes.

n. Altering the surface or general topography of the Conservation Lands, including but not limited to any material alterations to habitat, building roads or trails, paving or otherwise covering any portion of the Conservation Lands.

o. Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except (1) as required by law for fire breaks, (2) for prevention or treatment of disease or controlling invasive plant species, or (3) as otherwise specifically provided in the Management Plan.

p. Manipulating, impounding, or altering any natural water course, body of water or water circulation on the Conservation Lands, except as otherwise specifically provided in the Management Plan, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

q. Transferring, encumbering, selling, leasing or other separation of the mineral, air or water rights for the Conservation Lands, or changing the place or purpose of use of the water rights, without first obtaining the written consent of Grantee and the Agencies, which Grantee or any Agency may withhold in its reasonable discretion. Grantor shall not abandon or allow the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Conservation Lands including, without limitation: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Conservation Lands; or (4) any water from wells that are in existence or may be constructed in the future on the Conservation Lands.

r. Engaging in any use or activity on the Conservation Lands that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Conservation Lands, or the use or activity in question.

s. Any and all other activities and uses which may adversely affect the Conservation Values of the Conservation Lands or otherwise interfere with the purposes of this Conservation Easement.

4. Grantee's Duties. To ensure that the purposes of this Conservation Easement as described in Section 1 (Purposes) are being accomplished, Grantee and its successors and assigns shall (a) perform annually, a

comprehensive compliance monitoring inspection of the Conservation Lands; (b) enforce the terms of this Conservation Easement and defend this Conservation Easement; (c) prepare an annual report on the results of the compliance monitoring inspection; and (d) provide those reports to the Agencies upon request.

5. Grantor's Duties.

a. Grantor shall undertake reasonable efforts to prevent unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Conservation Lands or that are otherwise inconsistent with this Conservation Easement.

b. Grantor shall undertake all necessary actions to perfect and defend rights of Grantee under Section 2 (Grantee's Rights) of this Conservation Easement, and to implement the Management Plan.

c. If (1) any subsurface mineral rights have been severed from the surface estate of the Conservation Lands ("Severed Mineral Rights") prior to the date of the recording of this Conservation Easement, and (2) Grantor is given notice or otherwise learns that a third party intends to develop such subsurface mineral rights, then Grantor shall provide Grantee and the Agencies written notice of such intended development as soon as is practicable and shall cooperate with Grantee in exercising Grantee's legal rights to limit any such development to protect the Conservation Lands' Conservation Values.

d. With respect to any Severed Mineral Rights which are managed by the U.S. Department of the Interior, Bureau of Land Management ("BLM") ("BLM Severed Mineral Rights"), Grantor shall use all reasonable efforts to obtain from BLM a conveyance of all such BLM Severed Mineral Rights. Within thirty (30) days of recordation of this Conservation Easement, Grantor shall file with BLM any and all applications, requests, or other documents necessary to initiate the conveyance process, and Grantor shall diligently and in good faith pursue and prosecute the conveyance until it receives a final decision from BLM. In addition, Grantor shall use all reasonable efforts to have BLM promptly segregate all of the BLM Severed Mineral Rights from settlement, sale, location, or entry for the maximum allowable time period pursuant to Section 209(b) of the Federal Land Policy and Management Act (43 U.S.C. Section 1719) and the implementing regulations at 43 C.F.R. Part 2720, and to renew such segregation upon its expiration, as applicable.

6. Grantee's Remedies. If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). At the time of giving any such notice, Grantee shall give a copy of the notice to CDFW (or, if CDFW gives a Notice of Violation it shall also give a copy of the notice to Grantee). Notice shall be provided in

accordance with Section 18 of this Conservation Easement. If Grantor fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Conservation Lands; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Conservation Lands to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Conservation Lands.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Conservation Lands, then Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Section apply equally to actual or threatened violations of this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

a. Costs of Enforcement. All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and reasonable attorneys' and experts' fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by Grantor.

b. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee, CDFW, or USFWS shall be at the discretion of Grantee, CDFW, or USFWS and any forbearance by Grantee, CDFW, or USFWS to exercise its rights under this Conservation Easement in the event of

any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee (or any rights of CDFW or USFWS, as third-party beneficiaries ("Third-Party Beneficiaries")) under this Conservation Easement. No delay or omission by Grantee or a Third-Party Beneficiary in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

c. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or a Third-Party Beneficiary to bring any action against Grantor for any injury to or change in the Conservation Lands resulting from (1) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Lands resulting from such causes; or (2) acts by Grantee, any of the Agencies, or any of their employees or agents.

d. Notice of Conflict. If Grantor receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and Third-Party Beneficiaries. In order to be valid, a Notice of Conflict shall be given within fifteen (15) business days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Grantor shall not be required to comply with the conflicting Notices of Violation until such time as one or more of the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict or the entities issuing the conflicting Notices of Violation provide Grantor with written notice explaining why the Notices of Violation do not conflict. Upon receipt of one or more revised Notices of Violation or a written explanation of why the Notices do not conflict, Grantor shall comply with such notice(s) within the time period(s) described in this Section. The failure of Grantor to issue a valid Notice of Conflict within fifteen (15) business days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

e. Third-Party Beneficiary Right of Enforcement.

(1) Grantor and Grantee acknowledge and agree that CDFW and USFWS are Third-Party Beneficiaries of this Conservation Easement to the extent set forth above in this Conservation Easement. Except as expressly set forth herein, this Conservation Easement has been made solely for the benefit of the parties hereto and their respective successors and permitted

assigns, and nothing in this Conservation Easement is intended to, or shall, confer upon any other person any benefits, rights or remedies.

(2) All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by any of the Third-Party Beneficiaries against Grantee if Grantee fails to enforce this Conservation Easement within sixty (60) days of written notice from a Third-Party Beneficiary and against Grantor if Grantee fails to cause Grantor to comply with its obligations under this Conservation Easement within sixty (60) days of written notice from such Third-Party Beneficiary of such breach. These rights are in addition to, and do not limit, any separate rights of enforcement in favor of the Third-Party Beneficiaries that may exist under the Management Plan. If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Conservation Lands for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, any Third-Party Beneficiary has standing as an interested party in any proceeding affecting this Conservation Easement.

f. Reversion. If, following the expiration of applicable notice and cure periods, CDFW reasonably determines that Grantee is not holding, monitoring, enforcing, or defending this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement then, pursuant to California Government Code Section 65967(e), Grantee's interest in this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable) and approved by the Agencies.

8. Access. This Conservation Easement does not convey any right of access (general or otherwise) to the public.

9. Costs and Liabilities. Except as expressly set forth in Section 16, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Conservation Lands. Grantor agrees that neither Grantee nor any Agency shall have any duty or responsibility for the operation, upkeep or maintenance of the Conservation Lands, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions thereon. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from any Agency acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable Federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

a. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Conservation Lands by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee or a Third-Party Beneficiary with satisfactory evidence of payment upon request. Grantor shall keep the Conservation Lands free from any liens (other than a security interest that is subordinate to this Conservation Easement), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Conservation Lands.

b. Hold Harmless.

(1) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, and disclosed agents, and representatives and the heirs, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Lands, caused by Grantor, unless due to the negligence of Grantee or any of its directors, officers, employees, and disclosed agents and representatives; (b) the obligations specified in Sections 3 and 9; and (c) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party.

(2) Grantor shall hold harmless, protect and indemnify Third-Party Beneficiaries and their respective directors, officers, employees, and disclosed agents, and representatives and the heirs, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Lands, caused by Grantor and (ii) the existence or administration of this Conservation Easement. Provided, however, that the indemnification in this Section shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due to the negligence of that Third-Party Beneficiary Indemnified Party or any of its directors, officers, employees, agents, contractors or representatives. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the

indemnification in this Section applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all reasonable charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(3) Grantee shall hold harmless, indemnify, and defend Grantor and its officers, directors, employees, legal representatives, disclosed agents, heirs, successors and assigns, (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") and each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' and experts' fees, arising from or in any way connected with any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Easement to the extent caused by the conduct of Grantee.

10. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, then this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

11. Condemnation. The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding California Code of Civil Procedure Sections 1240.690 and 1240.700. Pursuant to California Code of Civil Procedure Section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with Section 1240.510) and Article 7 (commencing with Section 1240.610) of the California Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Conservation Lands, if at all, *only* as provided in Code of Civil Procedure Section 1240.055. The Agencies are public entities that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Conservation Lands for public use, then Grantee shall provide notice to the Agencies and comply with all obligations of the holder of a conservation easement under California Code of Civil Procedure Section 1240.055. If the Conservation Easement is condemned, then the net proceeds from the condemnation shall be used in compliance with California Government Code Section 65966(j).

12. Merger. The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Conservation Lands become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor,



Grantee, and the Agencies otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Conservation Lands.

13. Transfer of Conservation Easement. This Conservation Easement may be assigned or transferred by Grantee upon written approval of Grantor and the Agencies, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor and the Agencies at least ninety (90) days prior written notice of the transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) and approved by CDFW pursuant to Government Code Section 65967. Evidence of the assignment of Grantee's rights under this Conservation Easement shall be the execution by Grantee and the transferee of an assignment and assumption agreement pursuant to which the transferee agrees to assume all obligations of the Grantee hereunder. A form of such assignment and assumption agreement shall be provided to Grantor and the Agencies no less than thirty (30) days prior to the date Grantee and the transferee intend to enter into such agreement. Grantee shall require the assignee to record the assignment and assumption agreement in San Benito County and Fresno County, and Grantee shall provide or shall cause transferee to provide a copy of such recorded assignment and assumption agreement to Grantor and the Agencies promptly upon receipt thereof. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this Section is subject to the requirements of Section 14.

14. Binding Upon Successors. Grantor agrees that the terms of this Conservation Easement shall run with the land and be binding upon any and all successors in interest. Accordingly, any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Conservation Lands, including, without limitation, a leasehold interest, shall be subject to this Conservation Easement. Any security interest in the Conservation Lands granted from and after the date of this Conservation Easement shall be subject and subordinate to this Conservation Easement. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least ninety (90) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this Section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this Section is subject to the requirements of Section 13.

15. Transfer of Conservation Lands and Conservation Easement. Notwithstanding Sections 13 and 14 of this Conservation Easement, Grantor,

Grantee, and the Agencies intend to have both the Conservation Easement and fee title to the Conservation Lands transferred within 150 days of recordation of this Conservation Easement as set forth in this Section. Within ninety (90) days of recordation of this Conservation Easement, Grantor Panoche Valley Solar, LLC shall identify a permanent grantee to replace Grantee Center for Natural Lands Management and shall provide the Third Party Beneficiaries with a proposed assignment and assumption agreement. The permanent grantee shall be subject to the prior written approval of the Agencies. Within ninety (90) days of Recordation of this Conservation Easement, Grantor Panoche Valley Solar, LLC shall provide to the agencies a draft grant deed or other appropriate instrument to transfer fee title to the Conservation Lands to the Center for Natural Lands Management. Within 150 days of recordation of this Conservation Easement, Grantee Center for Natural Lands Management shall transfer this Conservation Easement to the permanent grantee. Immediately following the transfer of the Conservation Easement to the permanent grantee, Grantor Panoche Valley Solar, LLC shall transfer fee title to the Conservation Lands to the Center for Natural Lands Management. Grantor Panoche Valley Solar, LLC shall ensure that both the final assignment and assumption agreement transferring the Conservation Easement and the final deed or other instrument transferring fee title to the Conservation Lands are recorded in San Benito County and Fresno County.

16. Conservation Easement Monitoring; Preserve Restoration; and Compliance Reporting.

a. Grantee's Responsibilities. Grantee, its successors and assigns shall be responsible for monitoring for compliance with this Conservation Easement in perpetuity.

b. Restoration Responsibilities. Grantor, Grantee, their successors and assigns shall each individually be obligated to repair, remediate, or restore the Conservation Lands damaged by any activities prohibited by Section 3 herein for which it is responsible.

c. Annual Compliance Reporting. Grantee, its successors and assigns shall prepare an annual Conservation Easement monitoring, enforcement, and defense documenting those activities performed under this Section 16, and shall make such report available to the Grantor and each of the Agencies upon request or as required.

17. Endowment. Grantor shall transfer to Grantee upon recording of the Conservation Easement a certain sum agreed upon and calculated using a "Property Analysis Record" ("PAR") for the purpose of fulfilling Grantee's monitoring, enforcement, and defense obligations under this Conservation Easement. Grantee shall establish a Conservation Easement Monitoring, Enforcement, and Defense Endowment ("CE MED Endowment") that may be used by Grantee to fund its Conservation Lands obligations pursuant to this

Conservation Easement. Concurrent with the transfer of this Conservation Easement pursuant to Section 15, Grantor Panoche Valley Solar, LLC shall transfer funds to the permanent grantee for a perpetual CE MED Endowment. Funding for the initial CE MED Endowment provided to Grantee and the perpetual CE MED Endowment provided to the permanent grantee shall be provided pursuant to the terms and conditions of an endowment management agreement ("Endowment Management Agreement") between the respective parties.

18. Notices. Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Agencies, and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor:	Panoche Valley Solar LLC c/o Consolidated Edison Development, Inc. Attn: General Counsel 100 Summit Lake Drive, Suite 410 Valhalla, NY 10595
To Grantee:	Center for Natural Lands Management 27258 Via Industria, Suite B Temecula, CA 92590
To CDFW:	California Department of Fish and Wildlife Central Region (Region 4) 1234 E. Shaw Avenue Fresno, CA 93710
To USFWS:	U.S. Fish and Wildlife Service Ventura Fish and Wildlife Office 2493 Portola Road, Suite B Ventura, CA 93003
To USACE:	U.S. Army Corps of Engineers Sacramento District 1325 J Street Sacramento, CA 95814
To San Benito County:	San Benito County County Administrative Office 481 4th Street Hollister, CA 95023-3840

To Fresno County:                      Fresno County  
County Administrative Office  
2281 Tulare St. 2  
Fresno, CA 93721

To RWQCB:                                Central Valley RWQCB  
11020 Sun Center Drive #200  
Rancho Cordova, CA 95670

or to such other address a party or an Agency shall designate by written notice to Grantor, Grantee and the Agencies. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

19.    Amendment. This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee, and prior written approval of the Agencies (which approval shall not be unreasonably withheld, conditioned or delayed). Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of San Benito County and Fresno County, and Grantee shall promptly provide an electronic copy of the recorded amendment to the Grantor, Agencies, and the Attorney General of California.

20.    Management Plan. The Management Plan for the Conservation Lands must be approved in writing by San Benito County, CDFW and USFWS, and the Final WMMP portion of the Management Plan also must be approved in writing by the RWQCB, and USACE. Grantor must submit the draft Management Plan to the applicable Agencies within thirty (30) days following the recordation of this Conservation Easement, and must obtain the written approval of San Benito County, CDFW, and USFWS for the Management Plan. The Management Plan may be amended only upon mutual written agreement of Grantor, Grantee, and the applicable Agencies. The Management Plan may be amended without requiring amendment of this Conservation Easement; provided, however, that the Management Plan cannot change any provision or requirement of this Conservation Easement.

21.    Additional Provisions.

a.      Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and State of California, disregarding the conflicts of law principles of such state.

b.      Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally

construed to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* and Government Code Section 65965 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, then such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, then such action shall not affect the application of the provision to any other persons or circumstances.

d. Entire Agreement. This instrument (including its exhibits) sets forth the entire agreement of the parties and the Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 19.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f. Successors. The rights, obligations, covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Conservation Lands.

g. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Conservation Lands, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

h. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

i. No Hazardous Materials Liability.

(1) Except as set forth in **Exhibit C**, Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Conservation Lands, or transported to or from or affecting the Conservation Lands.

CONSERVATION EASEMENT

Page 19 of 24

(2) Without limiting the obligations of Grantor under Section 9(b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Indemnified Parties (defined in Section 9) from and against any and all Claims (defined in Section 9) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Conservation Lands at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents or disclosed in **Exhibit C**. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for its reasonable costs and expenses in defending the action or proceeding.

(3) Without limiting the obligations of Grantor under Section 9(b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (defined in Section 9) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Conservation Lands at any time to the extent arising from Grantor's actions, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees or disclosed in **Exhibit C**. This release and indemnification includes, without limitation, Claims for (a) injury to or death of any person or physical damage to any property; and (b) the violation or alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all reasonable charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(4) Without limiting the obligations of Grantee under Section 9(b), Grantee hereby releases and agrees to indemnify, protect and hold harmless the Grantor Indemnified Parties (defined in Section 9) from and against any and all Claims (defined in Section 9) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Conservation Lands at any time to the extent arising from the actions of Grantee,

except any Hazardous Materials placed, disposed or released by Grantor, its employees or agents or disclosed in the Environmental Reports. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel reasonably acceptable to the Grantor Indemnified Party or reimburse Grantor for its reasonable costs and expenses in defending the action or proceeding.

(5) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or any Third-Party Beneficiary, any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a) (3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right to investigate and remediate any Hazardous Materials associated with the Conservation Lands; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Conservation Lands.

(6) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. § 6901, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to

them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(7) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

j. Warranty. Grantor represents and warrants that, as of the date of this Conservation Easement, Grantor is the sole owner of fee simple title to the Conservation Lands and that there are no outstanding mortgages, liens, encumbrances, or other interests in the Conservation Lands that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee and CDFW, and that the Conservation Lands are not subject to any other conservation easement.

k. Additional Interests. Grantor shall not grant any additional easements, rights of way, or other interests in the Conservation Lands, nor shall Grantor separately (i.e., apart from a transfer of the entire Conservation Lands) grant, transfer, abandon or relinquish any mineral, air, or water rights or any water associated with the Conservation Lands, without first obtaining the written consent of Grantee and the Third-Party Beneficiaries, which shall not be unreasonably withheld. Grantee or either Third-Party Beneficiary may withhold such consent in its reasonable discretion if Grantee or the Third-Party Beneficiary determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Conservation Lands. This Subsection 21(k) shall not limit the provisions of Section 2(d) (Grantee's Rights - Mineral/Air/Water Rights), nor prohibit transfer of a fee or leasehold interest in the Conservation Lands that is subject to this Conservation Easement and complies with Section 15 (Transfer of Conservation Lands and Conservation Easement).

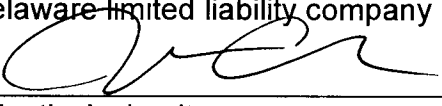
l. Recording. Grantee shall record this Conservation Easement in the Official Records of both San Benito County and Fresno County, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

#### **SIGNATURES ON FOLLOWING PAGES**



IN WITNESS WHEREOF, the parties have executed and delivered this Conservation Easement Deed on the day and year first above written.

**Panoche Valley Solar LLC,**  
a Delaware limited liability company

By:   
Justin Amirault  
Vice President

Date: December 8, 2015

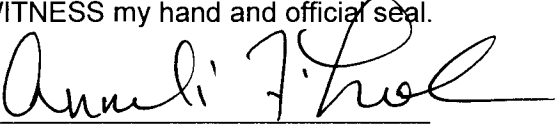
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

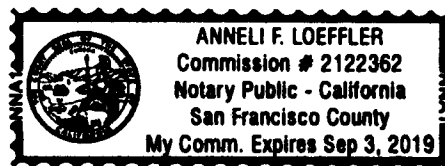
State of California  
County of San Francisco

On December 8, 2015 before me, Anneli F. Loeffler, Notary Public  
(insert name and title of officer)  
personally appeared Justin Amirault,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
(Signature)



(Seal)

## NOTARY SEAL

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Anneli F. Loeffler

Commission no.: 2122362

County where bond is filed: San Francisco

Date Commission Expires: September 3, 2019

Manufacturer/Vendor Identification number: NNA1

PLACE OF EXECUTION: Brea

DATE: 12/11/15

SIGNATURE: [Signature], DPS Agent



## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed dated December 2, 2015, from Panoche Valley Solar LLC (Grantor) to the Center for Natural Lands Management (Grantee), is hereby accepted on the terms and conditions set forth in the Conservation Easement Deed by the undersigned officer on behalf of the Center for Natural Lands Management.

**Center for Natural Lands Management,**  
a California § 501(c)(3) nonprofit corporation

By: \_\_\_\_\_

David R. Brunner

President and Executive Director

Date: December 7, 2015

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

State of California

County of Sonoma

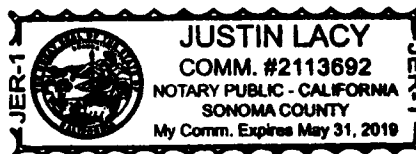
On Dec. 07, 2015 before me, Justin Lacy Notary Public  
(insert name and title of officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature)



(Seal)

CONSERVATION EASEMENT

Page 24 of 24

**NOTARY SEAL**

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Justin Lacy

Commission no.: 2113692

County where bond is filed: Sonoma

Date Commission Expires: May 31, 2019

Manufacturer/Vendor Identification number: JER-1

PLACE OF EXECUTION: Brea

DATE: 12/11/15

SIGNATURE: Julia Roy, DPS Agent



**Exhibit A**  
Legal Description

## **EXHIBIT "A"**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

### **PARCEL A:**

#### **TRACT 1:**

#### **PARCEL 1:**

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN: ACCORDING TO THE OFFICIAL PLAT THEREOF.

- OF SECTION 20: THE SOUTH HALF OF SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF SOUTHWEST QUARTER. (027-330-008)
- OF SECTION 21: THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER. (027-340-004)
- OF SECTION 27: THE NORTHWEST QUARTER AND NORTHWEST QUARTER OF SOUTHWEST QUARTER.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE COUNTY OF SAN BENITO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 2, 2002 AS INSTRUMENT NO. 2002-0005414, SAN BENITO COUNTY RECORDS. (027-360-001)

- OF SECTION 28: THE WHOLE THEREOF. (027-350-005)
- OF SECTION 29: THE EAST HALF. (027-350-004)
- OF SECTION 32: THE NORTHEAST QUARTER, NORTHEAST QUARTER OF SOUTHEAST QUARTER, NORTHWEST QUARTER OF SOUTHEAST QUARTER, SOUTH HALF OF SOUTH HALF, SOUTH HALF OF NORTHWEST QUARTER, NORTHEAST QUARTER OF SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SOUTHWEST QUARTER.

EXCEPTING FROM THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND NORTHWEST QUARTER OF SOUTHEAST QUARTER, ALL COAL AND OTHER MINERAL TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT, 862), AS RESERVED IN PATENT RECORDED IN VOL. 48 OF OFFICIAL RECORDS, AT PAGE 75, SAN BENITO COUNTY RECORDS. (027-350-011)

- OF SECTION 33: THE NORTH HALF OF NORTH HALF. (A portion of 027-350-012)
- OF SECTION 34: THE SOUTH HALF OF SOUTH HALF, WEST HALF OF NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF SOUTHWEST QUARTER. (A portion of 027-360-005)

IN TOWNSHIP 16 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN: ACCORDING TO THE OFFICIAL PLAT THEREOF.

- OF SECTION 2: LOT 4, SOUTHWEST QUARTER OF NORTHWEST QUARTER, WEST HALF OF SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SOUTHWEST QUARTER AND SOUTH HALF OF SOUTHEAST QUARTER. (A portion of 028-300-002)

- OF SECTION 3: LOT 4, SOUTHWEST QUARTER OF NORTHWEST QUARTER AND NORTHWEST QUARTER OF SOUTHWEST QUARTER.

EXCEPTING FROM LOT 4 AND SOUTHWEST QUARTER OF NORTHWEST QUARTER, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT RECORDED IN VOL. 9 OF PATENTS, AT PAGE 284, SAN BENITO COUNTY RECORDS. (A portion of 028-300-001)

- OF SECTION 4: LOTS 1, 2, 3, AND 4, SOUTH HALF OF NORTH HALF, NORTH HALF OF SOUTH HALF, SOUTH HALF OF SOUTHWEST QUARTER, AND SOUTHWEST QUARTER OF SOUTHEAST QUARTER.

EXCEPTING FROM THE SOUTHEAST QUARTER OF NORTHEAST QUARTER, SOUTH HALF OF SOUTHWEST QUARTER, AND NORTHEAST QUARTER OF SOUTHEAST QUARTER ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 9 OF PATENTS, AT PAGE 284, OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS. (A portion of 028-290-005)

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF.

- OF SECTION 33: THE SOUTH HALF AND SOUTH HALF OF NORTH HALF.

EXCEPTING FROM SOUTH HALF OF NORTH HALF ALL THE COAL AND OTHER MINERALS TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT RECORDED IN VOL. 15 OF OFFICIAL RECORDS, AT PAGE 214, SAN BENITO COUNTY RECORDS. (A portion of 027-350-012)

- OF SECTION 34: THE NORTHEAST QUARTER, EAST HALF OF NORTHWEST QUARTER, NORTHEAST QUARTER OF SOUTHWEST QUARTER AND NORTH HALF OF SOUTHEAST QUARTER.

EXCEPTING FROM THE SOUTH HALF OF NORTHEAST QUARTER, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT RECORDED IN VOL. 2 OF OFFICIAL RECORDS, AT PAGE 105, SAN BENITO COUNTY RECORDS. (A portion of 027-360-005)

- OF SECTION 35: THE NORTH HALF OF NORTHWEST QUARTER, SOUTHWEST QUARTER OF NORTHWEST QUARTER, NORTHWEST QUARTER OF SOUTHWEST QUARTER, SOUTH HALF OF NORTHWEST QUARTER OF NORTHEAST QUARTER, SOUTHEAST QUARTER, NORTH HALF OF NORTHWEST QUARTER OF NORTHEAST QUARTER, SOUTHEAST QUARTER OF NORTHEAST QUARTER, SOUTHEAST QUARTER OF NORTHWEST QUARTER, SOUTH HALF OF SOUTHWEST QUARTER, NORTHEAST QUARTER OF SOUTHWEST QUARTER AND THAT PORTION OF NORTHEAST QUARTER OF NORTHEAST QUARTER LYING WITHIN THE BOUNDARIES OF THE COUNTY OF SAN BENITO.

EXCEPTING FROM THE SOUTHEAST QUARTER OF NORTHWEST QUARTER, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT RECORDED IN VOL. 2 OF OFFICIAL RECORDS, AT PAGE 105, SAN BENITO COUNTY RECORDS.

EXCEPTING THE OIL RIGHT IN EAST HALF OF SOUTHWEST QUARTER, SOUTHEAST QUARTER AND EAST HALF OF NORTHEAST QUARTER OF SAID SECTION 35, AS RESERVED IN THE DEED FROM WILLIS A. JOHNSON TO GEORGE W. COLLINS, DATED AUGUST 22, 1922 AND RECORDED IN VOL. 67 OF OFFICIAL RECORDS, AT PAGE 351, SAN BENITO COUNTY RECORDS. (027-360-006)

IN TOWNSHIP 16 SOUTH, RANGE 11 EAST MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 1: LOTS 1, 2, 3, AND 4, SOUTH HALF OF NORTH HALF AND SOUTH HALF.

EXCEPTING THAT PART OF LOT 1 IN FRESNO COUNTY.

EXCEPTING FROM LOTS 2, 3, AND 4, SOUTH HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND SOUTH HALF OF NORTHWEST QUARTER OF SECTION 1, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENTS RECORDED IN VOL. 9 OF PATENTS, AT PAGE 176 AND 251, SAN BENITO COUNTY RECORDS. (028-300-003)

- OF SECTION 2: LOTS 1, 2, 3 AND SOUTH HALF OF NORTHEAST QUARTER, SOUTHEAST QUARTER OF NORTHWEST QUARTER, NORTHEAST QUARTER OF SOUTHWEST QUARTER, AND NORTH HALF OF SOUTHEAST QUARTER.

EXCEPTING FROM LOTS 1, 2, 3, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 9 OF PATENTS, AT PAGE 251, SAN BENITO COUNTY RECORDS. (A portion of 028-300-002)

- OF SECTION 3: THE EAST HALF, EAST HALF OF WEST HALF AND SOUTHWEST QUARTER OF SOUTHWEST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 50 OF OFFICIAL RECORDS, AT PAGE 190, SAN BENITO COUNTY RECORDS. (A portion of 028-300-001)

- OF SECTION 4: THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 50 OF OFFICIAL RECORDS, AT PAGE 190, SAN BENITO COUNTY RECORDS. (A portion of 028-290-005)

- OF SECTION 9: THE NORTHEAST QUARTER OF NORTHEAST QUARTER.



EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 50 OF OFFICIAL RECORDS, AT PAGE 190, SAN BENITO COUNTY RECORDS. (A portion of 028-290-006)

- OF SECTION 5: LOT 4, SOUTHWEST QUARTER OF NORTHWEST QUARTER, SOUTHEAST QUARTER OF NORTHEAST QUARTER, NORTHEAST QUARTER OF SOUTHWEST QUARTER, AND SOUTH HALF OF SOUTHEAST QUARTER. (Portions of 028-290-04 and 028-290-006)
- OF SECTION 6: LOTS 1, 2, AND 10, AND NORTH HALF OF LOT 9. (A portion of 028-290-003)
- OF SECTION 8: THE EAST HALF OF NORTHEAST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 9 OF PATENTS AT PAGE 284, SAN BENITO COUNTY RECORDS. (A portion of 028-290-006)

- OF SECTION 9: THE NORTHWEST QUARTER AND NORTHWEST QUARTER OF NORTHEAST QUARTER.

EXCEPTING FROM THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, ALL COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 9 OF PATENTS AT PAGE 284, SAN BENITO COUNTY RECORDS. (A portion of 028-290-006)

- OF SECTION 11: THE WEST HALF OF NORTHEAST QUARTER. (A portion of 028-300-006)

**PARCEL 2:**

IN TOWNSHIP 16 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF.

- OF SECTION 5: THE WEST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 52 OF OFFICIAL RECORDS, AT PAGE 129, SAN BENITO COUNTY RECORDS. (A portion of 028-290-004)

- OF SECTION 6: THE NORTH HALF OF THE SOUTHEAST QUARTER, SOUTH HALF OF THE NORTHEAST QUARTER, LOT 11 AND THE NORTH HALF OF LOT 12.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 52 OF OFFICIAL RECORDS, AT PAGE 129, SAN BENITO COUNTY RECORDS. (A portion of 028-290-003)

- OF SECTION 5: LOTS 1, 2, AND 3, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER. (A portion of 028-290-004)

**PARCEL 3:**

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

- OF SECTION 26: THE SOUTH HALF OF THE SOUTHWEST QUARTER AND NORTHEAST QUARTER OF SOUTHWEST QUARTER LYING WITHIN THE BOUNDARIES OF THE COUNTY OF SAN BENITO.

EXCEPTING THEREFROM, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENTS RECORDED IN VOL. 2 OF OFFICIAL RECORDS, AT PAGE 105, SAN BENITO COUNTY RECORDS AND PATENT NO. 1019032 DATED SEPTEMBER 7, 1928. (A portion of 027-360-009)

- OF SECTION 27: THE SOUTHEAST QUARTER OF NORTHEAST QUARTER, EAST HALF OF SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SOUTHEAST QUARTER AND THAT PORTION OF THE NORTHEAST QUARTER OF NORTHEAST QUARTER WITHIN THE BOUNDARIES OF THE COUNTY OF SAN BENITO.

EXCEPTING FROM THE SOUTHEAST QUARTER OF NORTHEAST QUARTER, AND THAT PORTION OF THE NORTHEAST QUARTER OF NORTHEAST QUARTER WITHIN THE BOUNDARIES OF THE COUNTY OF SAN BENITO, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT RECORDED IN VOL. 2 OF OFFICIAL RECORDS, AT PAGE 105, SAN BENITO COUNTY RECORDS. (A portion of 027-360-009)

IN TOWNSHIP 16 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 10: THE NORTHWEST QUARTER OF NORTHWEST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 50 OF OFFICIAL RECORDS, AT PAGE 190, SAN BENITO COUNTY RECORDS. (A portion of 028-300-004)

- OF SECTION 11: THE EAST HALF OF EAST HALF AND NORTHWEST QUARTER.

EXCEPTING FROM THE NORTHWEST QUARTER, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 24 OF OFFICIAL RECORDS, AT PAGE 76, SAN BENITO COUNTY RECORDS.

EXCEPTING FROM THE EAST HALF OF THE EAST HALF, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 37 OF OFFICIAL RECORDS, AT PAGE 220, SAN BENITO COUNTY RECORDS. (Portions of 028-300-006 and 028-300-007)

- OF SECTION 12: THE WEST HALF OF EAST HALF AND WEST HALF.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF

THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS RESERVED IN PATENT RECORDED IN VOL. 37 OF OFFICIAL RECORDS, AT PAGE 220, SAN BENITO COUNTY RECORDS. (A portion of 028-300-007)

**PARCEL 4:**

IN TOWNSHIP 16 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 9: THE NORTH HALF OF SOUTHWEST QUARTER, NORTH HALF OF SOUTHEAST QUARTER, AND SOUTH HALF OF NORTHEAST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862) AS TO THE SOUTH HALF OF THE NORTHEAST QUARTER AND NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9, SUBJECT TO THE RIGHTS OF PRIOR PERMITTEES OR LESSEES TO USE SO MUCH OF THE SURFACE OF SAID LAND AS IS REQUIRED FOR MINING OPERATIONS WITHOUT COMPENSATION TO THE PATENTEE FOR DAMAGES RESULTING FROM PROPER MINING OPERATIONS, AS RESERVED IN PATENTS RECORDED IN VOL. 35 OF OFFICIAL RECORDS, AT PAGE 196, AND IN VOL. 42 OF OFFICIAL RECORDS, AT PAGE 317, SAN BENITO COUNTY RECORDS. (A portion of 028-290-006)

- OF SECTION 10: THE SOUTHWEST QUARTER, SOUTH HALF OF NORTHWEST QUARTER, NORTHEAST QUARTER OF NORTHWEST QUARTER, SOUTH HALF OF NORTHEAST QUARTER, AND NORTHWEST QUARTER OF NORTHEAST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT RECORDED IN VOL. 35 OF OFFICIAL RECORDS, AT PAGE 196, OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS. (A portion of 028-300-004)

EXCEPTING FROM PARCELS 1, 2, 3 AND 4 ABOVE, TO GRANTORS:

1. AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS SUBSTANCES AND MINERALS IN PLACE UNDER OR IN MIGRATION OR IN TRANSITION IN OR UNDER THE LAND ABOVE DESCRIBED AND TOGETHER WITH THE RIGHT TO DRILL FOR, PRODUCE, EXTRACT AND TAKE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS (AND WATER FOR SUCH OPERATION) FROM AND STORE THE SAME UPON SAID LAND, AND WITH THE RIGHT TO CONSTRUCT, ERECT, MAINTAIN, USE, OPERATE, REPLACE AND REMOVE THEREON AND THEREFROM ALL PIPE LINES, POWER LINES, TELEPHONE AND TELEGRAPH LINES, TANKS, MACHINERY, BUILDINGS AND OTHER STRUCTURES WHICH MAY BE NECESSARY OR CONVENIENT IN GRANTORS' OPERATIONS, TOGETHER WITH RIGHTS OF WAY FOR PASSAGE OVER AND UPON AND ACROSS AND INGRESS AND EGRESS TO AND FROM SAID LAND FOR ANY OR ALL OF THE ABOVE PURPOSES. GRANTORS TO AGREE TO MAKE FULL AND COMPLETE PAYMENT FOR ANY AND ALL DAMAGES (TO BE DETERMINED BY ARBITRATION UPON FAILURE OF AGREEMENT BETWEEN GRANTORS AND GRANTEEES, THEIR HEIRS, SUCCESSORS AND ASSIGNS) OCCASIONED BY GRANTORS OPERATIONS TO THE SURFACE OF SAID LAND AND TO LIVESTOCK, CROPS, TREES, FENCES, PIPE LINES, CANALS, BUILDINGS AND OTHER IMPROVEMENTS OF GRANTEEES ON SAID LAND. PROVIDED FURTHER, THAT THE GRANTORS OR ANY OF THEIR LESSEES, MAY EXERCISE ALL OF THE RIGHTS RESERVED HEREBY AT ANY TIME AND FROM TIME TO TIME WITHOUT FIRST BEING REQUIRED TO AGREE WITH RESPECT TO COMPENSATION, OR HAVING THE SAME FIXED BY ARBITRATION, AND THAT SUCH COMPENSATION WILL BE FIXED BY EITHER OF SAID METHODS WITHIN A REASONABLE TIME AFTER THE OCCASION FOR FIXING THE SAME ARISES, ALL AS PROVIDED IN DEED FROM PAUL CARROLL AND LUCILLE CARROLL, TRUSTEES UNDER THE TERMS OF THE LAST WILL AND TESTAMENT OF J. J. CARROLL, DECEASED, AND PAUL W. CARROLL AND LUCILLE F. CARROLL, HUSBAND AND WIFE, AS INDIVIDUALS, TO E. C. SALYER, C. EVERETT SALYER AND FRED

SALYER, DATED AUGUST 7, 1952 AND RECORDED SEPTEMBER 17, 1952 IN VOL. 188 OF OFFICIAL RECORDS, AT PAGE 401, SAN BENITO COUNTY RECORDS.

2. ONE-HALF OF GRANTORS, RIGHT, TITLE AND INTEREST IN ALL OIL, GAS AND MINERALS, IN ON OR UNDER THE SURFACE OF SAID LANDS HEREIN DESCRIBED, AND THE GRANTORS HEREBY RESERVED TO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, AN EQUAL RIGHT AND LICENSE, ALONG WITH THAT OF THE RIGHT AND LICENSE OF THE GRANTEES, THEIR HEIRS AND ASSIGNS, TO EXPLORE, MINE, DEVELOP OR OPERATE FOR ANY AND ALL OF SAID PRODUCTS UPON SAID LANDS, AND TO ERECT THEREON ALL NECESSARY BUILDINGS, PIPE-LINES, MACHINERY AND EQUIPMENT NECESSARY IN AND ABOUT THE BUSINESS OF MINING, DEVELOPING OR OPERATING FOR ANY OF SAID PRODUCTS, THAT IF SAID GRANTORS, THEIR SUCCESSORS AND/OR ASSIGNS EXERCISE THE RIGHT AND LICENSE HEREINABOVE MENTIONED, THEY WILL PAY TO THE GRANTEES, THEIR HEIRS AND/OR ASSIGNS, ANY AND ALL DAMAGES DONE TO SAID LANDS OR ANY IMPROVEMENTS OR GROWING CROPS THEREON WHICH ARE A RESULT OF THE EXERCISING OF SUCH RIGHT AND LICENSE OR ANY ACTS PERTAINING THERETO, ALL AS PROVIDED IN DEED FROM E.C. SALYER AND CORDIA SALYER, HIS WIFE, FRED SALYER AND MARIAN SALYER, HIS WIFE AND C. EVERETT SALYER AND ELOISE SALYER, HIS WIFE, TO FRANK W. GORHAM AND JEANNETTE B. GORHAM, HIS WIFE, DATED MAY 10, 1953 AND RECORDED JUNE 11, 1953, IN VOL. 196 OF OFFICIAL RECORDS, AT PAGE 408, SAN BENITO COUNTY RECORDS.

EXCEPTING FROM THE HEREINABOVE DESCRIBED PARCELS OF LAND ANY PORTION HEREOF LYING OUTSIDE THE BOUNDARIES OF SAN BENITO COUNTY.

**PARCEL 5:**

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 27: THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE NORTHEAST QUARTER, AND THE SOUTH HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE COUNTY OF SAN BENITO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 2, 2002 AS INSTRUMENT NO. 2002-0005414, SAN BENITO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED ONE-TWELFTH INTEREST OF AN UNDIVIDED 1/6TH INTEREST, IN ANY GAS, OIL, OR OTHER HYDROCARBONS OR MINERALS LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID PROPERTY, AS RESERVED IN DEED BY RICHARD E. ELDER, RECORDED IN VOL. 348, PAGE 180 OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED 1/2 INTEREST OF AN UNDIVIDED 1/6TH INTEREST, OF THE GAS, OIL, OR OTHER HYDROCARBONS OR MINERALS, LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID PROPERTY, AS RESERVED IN DEED BY WINIFRED KERN, ALSO KNOWN AS WINIFRED ELDER KERN, RECORDED IN VOL. 351, PAGE 430, AS INSTRUMENT NO. 103904 OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED 1/2 INTEREST OF AN UNDIVIDED 2/9THS INTEREST, IN ANY GAS, OIL, OR OTHER HYDROCARBONS OR MINERALS PRESENTLY OWNED BY SAID GRANTOR, LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID PROPERTY, AS RESERVED IN DEED BY GEORGIA ELDER SAWYER, ALSO KNOWN AS LOIS SAWYER, RECORDED IN VOL. 354, PAGE 443, AS INSTRUMENT NO. 104847 OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED 1/2 INTEREST OF AN UNDIVIDED 4/18THS INTEREST, IN ANY GAS, OIL, OR OTHER HYDROCARBONS OR MINERALS PRESENTLY OWNED BY SAID GRANTOR, LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID PROPERTY, AS RESERVED IN DEED BY THELMA IVEY, ALSO KNOWN AS THELMA ELDER IVEY, RECORDED IN VOL. 355, PAGE 369 OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS.

(027-360-002)

- OF SECTION 36: THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER.

EXCEPTING ANY PORTION LYING WITHIN FRESNO COUNTY.

ALSO, EXCEPTING FROM THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, "ALL MINERALS AND ALL PETROLEUM IN, ON OR UNDER THE SAID PROPERTY HEREBY GRANTED, WITH POWER FOR THE GRANTOR, HER HEIRS AND ASSIGNS, TO TAKE ALL USUAL, NECESSARY, PROPER OR CONVENIENT MEANS FOR WORKING, GETTING, LAYING UP, DRESSING, MAKING MERCHANTABLE, AND TAKING AWAY THE SAID MINERALS AND PETROLEUM", AS RESERVED IN THE DEED FROM AMY R. MCPHAIL, RECORDED AUGUST 11, 1915, IN VOL. 53, PAGE 305 OF DEED RECORDS.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED ONE-TWELFTH INTEREST OF AN UNDIVIDED 1/6TH INTEREST, IN ANY GAS, OIL, OR OTHER HYDROCARBONS OR MINERALS LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID PROPERTY, AS RESERVED IN DEED BY RICHARD E. ELDER, RECORDED IN VOL. 348, PAGE 180 OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED 1/2 INTEREST OF AN UNDIVIDED 1/6TH INTEREST, OF THE GAS, OIL, OR OTHER HYDROCARBONS OR MINERALS, LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID PROPERTY, AS RESERVED IN DEED BY WINIFRED KERN, ALSO KNOWN AS WINIFRED ELDER KERN, RECORDED IN VOL. 351, PAGE 430, AS INSTRUMENT NO. 103904 OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED 1/2 INTEREST OF AN UNDIVIDED 2/9THS INTEREST, IN ANY GAS, OIL, OR OTHER HYDROCARBONS OR MINERALS PRESENTLY OWNED BY SAID GRANTOR, LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID PROPERTY, AS RESERVED IN DEED BY GEORGIA ELDER SAWYER, ALSO KNOWN AS LOIS SAWYER, RECORDED IN VOL. 354, PAGE 443, AS INSTRUMENT NO. 104847 OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS.

ALSO, EXCEPTING THEREFROM, AN UNDIVIDED 1/2 INTEREST OF AN UNDIVIDED 4/18THS INTEREST, IN ANY GAS, OIL, OR OTHER HYDROCARBONS OR MINERALS PRESENTLY OWNED BY SAID GRANTOR, LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID PROPERTY, AS RESERVED IN DEED BY THELMA IVEY, ALSO KNOWN AS THELMA ELDER IVEY, RECORDED IN VOL. 355, PAGE 369 OF OFFICIAL RECORDS, SAN BENITO COUNTY RECORDS.

(027-360-011)

**PARCEL 6:**

IN TOWNSHIP 16 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 10: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER. (028-300-005)

**PARCEL 7:**

THE EAST HALF OF THE EAST HALF OF SECTION 12, IN TOWNSHIP 16, SOUTH RANGE 11 EAST,  
MOUNT DIABLO BASE AND MERIDIAN. (028-300-008)

**TRACT 2:**

**PARCEL 1: INTENTIONALLY DELETED.**

**PARCEL 2:**

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, M. D. M., IN THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

- SECTION 29: THE SOUTHWEST 1/4. (A portion of 027-350-008)
- SECTION 30: THE SOUTHEAST 1/4. (A portion of 027-350-008)
- SECTION 31: THE EAST 1/2. (027-350-10 and a portion of 027-350-008)
- SECTION 32: THE NORTH 1/2 OF THE NORTHWEST 1/4.

EXCEPT THE INTEREST OF THE COUNTY OF SAN BENITO IN THOSE PORTIONS OF SECTIONS 29 AND 30 INCLUDED WITHIN THE STRIP OF LAND 50 FEET IN WIDTH DESCRIBED IN THE DEED RECORDED DECEMBER 9, 1890 IN VOL. 11, PAGE 526 OF DEEDS, FOR ROAD PURPOSES.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND MINERALS IN AND UNDER THOSE PORTIONS OF SAID LAND AS RESERVED BY JESSIE M. HYATT IN DEED RECORDED JULY 26, 1939 IN VOL. 93, PAGE 426, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM G. P. ASHURST, ET UX. RECORDED OCTOBER 2, 1957 IN VOL. 235, PAGE 203, OFFICIAL RECORDS. (A portion of 027-350-008)

**TRACT 3:**

THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION THIRTY-THREE (33) AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-TWO (32) IN TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL THE COAL, PETROLEUM AND OTHER MINERALS AND MINERAL PRODUCTS IN OR UNDER SAID LAND AS RESERVED BY HENRY CARL BERG, ET UX, IN THE DEED RECORDED NOVEMBER 28, 1928 IN VOL. 37 OF OFFICIAL RECORDS AT PAGE 448. (Portions of APNs 026-310-005 and 026-310-006)

**TRACT 4:**

THE SOUTHEAST QUARTER, THE EAST HALF OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION THIRTY-TWO (32) IN TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 816726, DATED JULY 29, 1921.

EXCEPTING THEREFROM ALL THE COAL, PETROLEUM AND OTHER MINERALS AND MINERAL PRODUCTS IN OR UNDER SAID LAND AS RESERVED BY HENRY CARL BERG, ET UX, IN THE DEED RECORDED NOVEMBER 28, 1928 IN VOL. 37 OF OFFICIAL RECORDS AT PAGE 448. (A portion of 026-310-005)

**TRACT 5:**

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION THIRTY-THREE (33) IN TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN. (A portion of 026-310-006)

**TRACT 6:**

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION THIRTY-THREE (33) IN TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL MINERALS, INCLUDING, WITHOUT LIMITATION, SUBSTANCES SUBJECT TO DISPOSITION UNDER THE GENERAL MINING LAWS, THE GENERAL MINERAL LEASING LAWS, THE MATERIALS ACT AND THE GEOTHERMAL STEAM ACT AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED MARCH 14, 1991 AS INSTRUMENT NO. 9102190, OFFICIAL RECORDS. (026-310-011)

**TRACT 7:**

THE SOUTHWEST QUARTER OF SECTION FIVE (5), THE NORTHWEST QUARTER OF SECTION EIGHT (8) AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION SEVEN (7) IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING FROM THE SOUTHWEST QUARTER OF SECTION FIVE (5), THE NORTHWEST QUARTER OF SECTION EIGHT (8), ALL THE COAL AND OTHER MINERALS , TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 940056, DATED JUNE 16, 1924.

EXCEPTING FROM THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION SEVEN (7), ALL THE COAL AND OTHER MINERALS , TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 940059, DATED JUNE 16, 1924.

(A portion of 027-260-007)

**TRACT 8:**

THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION SEVEN (7) IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 7, AS MARKED BY A JUNIPER POST IN AN EXISTING FENCE CORNER, THENCE SOUTH 87° 14' EAST 900 FEET TO A POINT AS MARKED BY A 3/4" GAS PIPE, THENCE NORTH 1° 16' EAST 434 FEET TO A POINT AS MARKED BY A 3/4" GAS PIPE, FROM WHICH A WHITE OAK 12 INCHES IN DIAMETER BEARS SOUTH 7° 02' WEST 39.3 FEET, THENCE NORTH 87° 14' WEST 904 FEET TO A POINT AS MARKED BY A 3/4" GAS PIPE AND IN THE LINE OF AN EXISTING FENCE, FROM WHICH POINT A DOUBLE WHITE OAK TREE BEARS NORTH 83° 05' EAST 31 FEET, THENCE SOUTH 0° 44' WEST 434 FEET TO THE PLACE OF BEGINNING. (A portion of 027-260-007)

**TRACT 9:**

THAT PORTION OF SECTION SEVEN (7) IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 7, AS MARKED BY A JUNIPER POST IN AN EXISTING FENCE CORNER, THENCE SOUTH 87° 14' EAST 900 FEET TO A POINT AS MARKED BY A 3/4" GAS PIPE, THENCE NORTH 1° 16' EAST 434 FEET TO A POINT AS MARKED BY A 3/4" GAS PIPE, FROM WHICH A WHITE OAK 12 INCHES IN DIAMETER BEARS SOUTH 7° 02' WEST 39.3 FEET, THENCE NORTH 87° 14' WEST 904 FEET TO A POINT AS MARKED BY A 3/4" GAS PIPE AND IN THE LINE OF AN EXISTING FENCE, FROM WHICH POINT A DOUBLE WHITE OAK TREE BEARS NORTH 83° 05' EAST 31 FEET, THENCE SOUTH 0° 44' WEST 434 FEET TO THE PLACE OF BEGINNING. (027-260-006)

**TRACT 10:**

THE SOUTHWEST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER, THE WEST HALF OF THE NORTHWEST QUARTER, LOTS 1, 2 AND 3 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION FOUR (4) IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN. (027-260-005)

**TRACT 11:**

THE NORTHWEST QUARTER OF SECTION TEN (10) IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN. (027-270-007)

**TRACT 12:**

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION TEN (10) IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN. (027-270-012)

**TRACT 13:**

THE NORTHWEST QUARTER, THE NORTHEAST QUARTER AND THE SOUTH HALF OF SECTION SIXTEEN (16) IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN. (027-280-004)

**TRACT 14:**

THE SOUTH HALF OF SECTION FIFTEEN (15) IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN. (027-290-002)



**TRACT 15:**

TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 5: LOTS 1, 2, 3 AND 4; THE SOUTH HALF OF THE NORTH HALF, AND THE SOUTHEAST QUARTER. (A portion of 027-260-004)

**TRACT 16:**

TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 8: THE EAST HALF OF THE NORTHEAST QUARTER. (A portion of 027-260-004)

**TRACT 17:**

TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 9: THE SOUTHWEST QUARTER AND THE EAST HALF.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO THE COUNTY OF SAN BENITO, BY DEED FROM GEORGE DAVIS ETAL RECORDED DECEMBER 9, 1890 IN BOOK 11 OF DEEDS, PAGE 523, SAN BENITO COUNTY RECORDS. (027-260-012)

**TRACT 18:**

TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 9: THE NORTHWEST QUARTER. (027-260-008)

**TRACT 19:**

LOT 1, SOUTHEAST QUARTER OF NORTHEAST QUARTER AND EAST HALF OF SOUTHEAST QUARTER OF SECTION 6, IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS IN AND UNDER SAID LANDS WHICH ARE EXPRESSLY RESERVED UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, TOGETHER WITH THE RIGHT OF THE GRANTOR, IT SUCCESSORS, ASSIGNS, LESSEES AND LEGAL REPRESENTATIVES AT ALL TIMES TO ENTER ON THE ABOVE DESCRIBED LANDS AND TAKE ALL THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RESERVED IN DEED RECORDED APRIL 21, 1937 AS VOL. 87, PAGE 95 OF OFFICIAL RECORDS. (027-260-003)

**TRACT 20:**

WEST HALF OF NORTHEAST QUARTER AND SOUTH HALF OF SECTION 8, IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS IN AND UNDER SAID LANDS WHICH ARE EXPRESSLY RESERVED UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, TOGETHER WITH THE RIGHT OF THE GRANTOR, IT SUCCESSORS, ASSIGNS, LESSEES AND LEGAL REPRESENTATIVES AT

ALL TIMES TO ENTER ON THE ABOVE DESCRIBED LANDS AND TAKE ALL THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RESERVED IN DEED RECORDED APRIL 21, 1937 AS VOL. 87, PAGE 95 OF OFFICIAL RECORDS. (027-260-011)

**TRACT 21:**

EAST HALF OF SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 10, IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS IN AND UNDER SAID LANDS WHICH ARE EXPRESSLY RESERVED UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, TOGETHER WITH THE RIGHT OF THE GRANTOR, IT SUCCESSORS, ASSIGNS, LESSEES AND LEGAL REPRESENTATIVES AT ALL TIMES TO ENTER ON THE ABOVE DESCRIBED LANDS AND TAKE ALL THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RESERVED IN DEED RECORDED APRIL 21, 1937 AS VOL. 87, PAGE 95 OF OFFICIAL RECORDS. (027-270-008)

**TRACT 22:**

NORTHWEST QUARTER OF SECTION 14 AND NORTH HALF OF SECTION 15, IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS IN AND UNDER SAID LANDS WHICH ARE EXPRESSLY RESERVED UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, TOGETHER WITH THE RIGHT OF THE GRANTOR, IT SUCCESSORS, ASSIGNS, LESSEES AND LEGAL REPRESENTATIVES AT ALL TIMES TO ENTER ON THE ABOVE DESCRIBED LANDS AND TAKE ALL THE USUAL, NECESSARY OR CONVENIENT MEANS TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS AND/OR MINERALS HEREIN RESERVED AND FOUND THEREON, AS RESERVED IN DEED RECORDED APRIL 21, 1937 AS VOL. 87, PAGE 95 OF OFFICIAL RECORDS. (027-290-001)

**TRACT 23:**

RANCH (1):

IN TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 27: SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 982328 DATED JULY 15, 1926. (A portion of 026-320-005)

- OF SECTION 34: EAST HALF OF NORTHWEST QUARTER, NORTHEAST QUARTER OF SOUTHWEST QUARTER, NORTHEAST QUARTER OF SOUTHEAST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 982328 DATED JULY 15, 1926. (Portions of 026-320-005 and 026-320-009)

- OF SECTION 35: SOUTHWEST QUARTER OF NORTHEAST QUARTER, SOUTH HALF OF NORTHWEST QUARTER, NORTH HALF OF SOUTHWEST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 982328 DATED JULY 15, 1926. (A portion of 026-320-009)

IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 1: NORTH HALF, SOUTHWEST QUARTER, NORTH HALF OF SOUTHEAST QUARTER, SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER.

EXCEPTING FROM LOT 4, SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE WEST HALF OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, LOTS 1, 2 AND 3, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER IN SAID SECTION 1, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 807867 DATED MAY 26, 1921 AND IN PATENT NO. 873017, DATED JULY 18, 1922. (027-270-005)

- OF SECTION 2: EAST HALF OF SOUTHEAST QUARTER, SOUTHWEST QUARTER OF SOUTHEAST QUARTER.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 807867 DATED MAY 21, 1926. (A portion of 027-270-010)

- OF SECTION 11: EAST HALF. (A portion of 027-270-010)

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 6: GOVERNMENT LOT 5. (027-020-001 – Fresno County Assessor)

EXCEPTING THEREFROM, THAT PORTION THEREOF WHICH LIES IN FRESNO COUNTY.

#### **TRACT 24:**

RANCH (2):

IN TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 22: SOUTHEAST QUARTER, SOUTH HALF OF SOUTHWEST QUARTER, SOUTHWEST QUARTER OF NORTHWEST QUARTER. (026-300-012 and 026-300-008)

EXCEPTING THEREFROM ALL THAT PORTION LYING IN FRESNO COUNTY.

- OF SECTION 26: ALL. (026-320-004)

EXCEPTING THEREFROM ALL THAT PORTION LYING IN FRESNO COUNTY.

- OF SECTION 27: EAST HALF. (026-320-003)
- OF SECTION 35: THE EAST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER. (026-320-008)

IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 3: LOT 4 (OR NORTHWEST QUARTER OF NORTHWEST QUARTER), SOUTH HALF OF NORTHWEST QUARTER, SOUTHWEST QUARTER OF SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER. (027-270-001)

IN TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 21: EAST HALF OF NORTHEAST QUARTER, NORTHEAST QUARTER OF SOUTHEAST QUARTER. (A portion of 026-300-007)
- OF SECTION 22: NORTHWEST QUARTER OF SOUTHWEST QUARTER. (A portion of 026-300-007)

**TRACT 25:**

RANCH (3):

IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 2: SOUTHWEST QUARTER, SOUTH HALF OF NORTHEAST QUARTER, LOT 1, NORTHWEST QUARTER OF SOUTHEAST QUARTER. (A portion of 027-270-004)

EXCEPTING FROM LOT 1, SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 816721 DATED JULY 29, 1921.

- OF SECTION 10: NORTHEAST QUARTER. (Portions of 027-270-004 and 027-270-009)
- OF SECTION 11: THE WEST HALF. (Portions of 027-270-004 and 027-270-009)

EXCEPTING FROM THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 816721 DATED JULY 29, 1921.

- OF SECTION 13: SOUTH HALF OF THE NORTHWEST QUARTER, SOUTHWEST QUARTER OF NORTHEAST QUARTER. (A portion of 027-290-004)
- OF SECTION 14: EAST HALF, SOUTHWEST QUARTER, EXCEPTING TWO ACRES, MORE OR LESS, STARTING AT THE SOUTHWEST CORNER OF SAID SECTION 14; AND RUNNING EASTERLY 310 FEET;

THENCE NORTHERLY 280 FEET; THENCE WEST 310 FEET; THENCE SOUTHERLY 280 FEET TO THE POINT OF BEGINNING. (A portion of 027-290-004)

IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 12: EAST HALF OF EAST HALF, NORTHWEST QUARTER OF NORTHEAST QUARTER, EAST HALF OF NORTHWEST QUARTER, NORTHWEST QUARTER OF NORTHWEST QUARTER, SOUTHEAST QUARTER OF SOUTHWEST QUARTER. (027-270-013 and 027-270-015)

EXCEPTING FROM THE EAST HALF OF THE EAST HALF, NORTHWEST QUARTER OF THE NORTHEAST QUARTER, EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 781775 DATED NOVEMBER 16, 1920.

- OF SECTION 13: EAST HALF OF THE NORTHEAST QUARTER, NORTHWEST QUARTER OF NORTHEAST QUARTER, NORTHEAST QUARTER OF NORTHWEST QUARTER. (027-290-013)

IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 1: SOUTHEAST QUARTER OF SOUTHEAST QUARTER. (027-270-006)

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 973649 DATED JANUARY 13, 1926.

- OF SECTION 12: SOUTHWEST QUARTER OF NORTHWEST QUARTER, WEST HALF OF SOUTHWEST QUARTER, NORTHEAST QUARTER OF SOUTHWEST QUARTER, SOUTHWEST QUARTER OF NORTHEAST QUARTER, WEST HALF OF SOUTHEAST QUARTER. (027-270-014)

- OF SECTION 13: NORTHWEST QUARTER OF NORTHWEST QUARTER. (027-290-014)

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 6: GOVERNMENT LOT 8. (A portion of 027-320-002)
- OF SECTION 7: GOVERNMENT LOTS 1, 2, 3, 4 SOUTH HALF OF LOT 6. (A portion of 027-320-002)

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 964029 DATED JULY 13, 1925.

IN TOWNSHIP 14, SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 35: THE EAST HALF OF THE SOUTHEAST QUARTER. (026-320-011)

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 816721 DATED JULY 29, 1921.

**TRACT 26:**

RANCH (4):

IN TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 34: NORTH HALF OF NORTHEAST QUARTER, SOUTHWEST QUARTER OF NORTHEAST QUARTER, WEST HALF OF SOUTHEAST QUARTER, SOUTHEAST QUARTER OF NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SOUTHEAST QUARTER. (026-320-006 and portions of 026-320-007 and 026-320-010)

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 844778 DATED JANUARY 23, 1922 AND IN PATENT NO. 1041175, DATED OCTOBER 15, 1930.

- OF SECTION 35: NORTH HALF OF NORTHWEST QUARTER, NORTHWEST QUARTER OF NORTHEAST QUARTER, SOUTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER. (Portions of 026-320-007 and 026-320-010)

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 844778 DATED JANUARY 23, 1922 AND IN PATENT NO. 1041175, DATED OCTOBER 15, 1930.

IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 3: GOVERNMENT LOTS 1, 2, 3 SOUTH HALF OF THE NORTHEAST QUARTER, NORTH HALF OF SOUTHEAST QUARTER, SOUTHEAST QUARTER OF SOUTHEAST QUARTER. (027-270-002)
- OF SECTION 2: GOVERNMENT LOTS 2, 3, 4, AND SOUTH HALF OF THE NORTHWEST QUARTER. (027-270-003)

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN PATENT NO. 1041175, DATED OCTOBER 15, 1930.

**TRACT 27:**

IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE & MERIDIAN:

- OF SECTION 13: THE SOUTHWEST QUARTER. (027-290-006)

EXCEPTING THEREFROM, AN UNDIVIDED 1/2 OF AN UNDIVIDED 1/8TH INTEREST, OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN THE DEED FROM DORIS REED, TO MALCOLM STROHN, ET AL, RECORDED AUGUST 21, 1972, IN VOLUME 377 OF OFFICIAL RECORDS, AT PAGE 15, RECORDER'S FILE NO. 114627, SAN BENITO COUNTY RECORDS.

**TRACT 28:**

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 19: LOTS 1, 2, 3, 6, 7 AND THE WEST 11.23 ACRES OF LOT 4, THE NORTH HALF OF LOT 5, THE EAST HALF OF THE SOUTHEAST QUARTER, THE WEST HALF OF THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL, ON AUGUST 30, 1871.

EXCEPTING THEREFROM, THAT PORTION OF LAND CONVEYED TO HENRY C. BERG AND MYRTLE M. BERG, BY DEED FROM BERNARD GOTFRIED AND CAROLYN GOTFRIED, DATED MAY 19, 1977 AND RECORDED SEPTEMBER 20, 1978, IN VOLUME 434 OF OFFICIAL RECORDS, PAGE 514, RECORDER'S FILE NO. 145330, SAN BENITO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 25% INTEREST IN AND TO ALL OIL, GAS, PETROLEUM AND OTHER MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID PROPERTY, AS RESERVED IN THE DEED FROM VIVIAN HANCHETT, A WIDOW, TO BERNARD GOTFRIED AND HYMAN BROWN, DATED AUGUST 15, 1949 AND RECORDED SEPTEMBER 13, 1949, IN VOL. 164, PAGE 134, DOCUMENT NO. 48181, SAN BENITO COUNTY RECORDS. (027-330-022)

**TRACT 29:**

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 20: THE WEST HALF OF THE SOUTHWEST QUARTER, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT, APPROVED BY THE SURVEYOR GENERAL, ON AUGUST 30, 1871.

EXCEPTING THEREFROM AN UNDIVIDED 25% INTEREST IN AND TO ALL OIL, GAS, PETROLEUM AND OTHER MINERALS AND HYDROCARBON SUBSTANCES IN AND UNDER SAID PROPERTY, AS RESERVED IN THE DEED FROM VIVIAN HANCHETT, A WIDOW, TO BERNARD GOTFRIED AND HYMAN BROWN, DATED AUGUST 15, 1949 AND RECORDED SEPTEMBER 13, 1949, IN VOL. 164, PAGE 134, DOCUMENT NO. 48181, SAN BENITO COUNTY RECORDS. (027-330-024)

**TRACT 30:**

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 19: THE EAST 40 ACRES OF LOT 4, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT, APPROVED BY THE SURVEYOR GENERAL, ON AUGUST 30, 1871. (027-330-004)

**TRACT 31:**

IN TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 19: BEGINNING AT THE NORTHEASTERLY CORNER OF THE WEST ONE HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19 AND RUNNING THENCE ALONG THE EASTERLY LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, SOUTH 1912 FEET, THENCE NORTH 11° 14' 22" WEST 1955 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 19, THENCE ALONG SAID LAST MENTIONED LINE EAST 396 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, ALL OIL, GAS AND MINERAL INTERESTS, AS CONTAINED IN GRANT DEED FROM THE PHILIP N. STADTLER FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, TO DANIEL J. STADTLER, A SINGLE MAN; AND CAROLYN DILDAY, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, RECORDED JULY 8, 2015, AS INSTRUMENT NO. 2015-0006570, SAN BENITO COUNTY RECORDS. (027-330-020)

**TRACT 32:**

IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

- OF SECTION 13: THE SOUTHEAST QUARTER. (027-290-007)

---

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**TRACT 33:**

THE EAST HALF OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLATS THEREOF. (017-220-08)

**TRACT 34:**

ALL THAT PORTION OF SECTION 26, TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLATS THEREOF, LYING IN FRESNO COUNTY. (017-230-01)

**TRACT 35:**

SOUTH HALF OF SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLATS THEREOF. (017-220-07)

**TRACT 36:**

EAST ONE-HALF OF NORTHWEST ONE-QUARTER AND NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. (017-230-03)



**TRACT 37:**

THE NORTH HALF OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS AS RESERVED BY THE UNITED STATES OF AMERICA, IN PATENT RECORDED APRIL 17, 1922 IN VOL. 196 PAGE 331 OF OFFICIAL RECORDS. (017-220-02-S)

**TRACT 38:**

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS AS RESERVED BY THE UNITED STATES OF AMERICA, IN PATENT RECORDED APRIL 17, 1922 IN VOL. 196 PAGE 331 OF OFFICIAL RECORDS. (017-220-03-S)

**TRACT 39:**

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS, LYING WITHIN THE BOUNDARIES OF FRESNO COUNTY. (017-210-03)

**TRACT 40:**

GOVERNMENT LOT 4 IN SECTION 30, TOWNSHIP 14 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLATS THEREOF. (017-020-23)

**TRACT 41:**

GOVERNMENT LOTS 1, 2 AND 3 AND THAT PORTION OF LOT 4 IN SECTION 31, TOWNSHIP 14 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING IN FRESNO COUNTY, ACCORDING TO THE OFFICIAL PLATS THEREOF. (017-020-24)

**TRACT 42:**

EAST ONE-HALF OF SOUTHWEST ONE-QUARTER AND SOUTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING IN FRESNO COUNTY, ACCORDING TO THE OFFICIAL PLATS THEREOF. (017-230-04)

**TRACT 43:**

GOVERNMENT LOT 5 IN SECTION 6, TOWNSHIP 15 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY PORTION OF SAID GOVERNMENT LOT LYING WITHIN SAN BENITO COUNTY. (027-020-01)

**TRACT 44:**

LOTS 5, 8, THE SOUTH HALF OF LOT 6 AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 19, TOWNSHIP 14 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY RECORDS.

EXCEPTING FROM THE SOUTH HALF OF SAID LOT 6 AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED BY THE UNITED STATES OF AMERICA, IN PATENT NO. 941541, DATED JULY 17, 1924. (A portion of 017-020-37-S)

**TRACT 45:**

THE SOUTH HALF OF LOT 8, LOTS 6 AND 7 AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 30, TOWNSHIP 14 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY RECORDS.

EXCEPTING FROM SAID SOUTH HALF OF LOT 8 AND SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 30, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED BY THE UNITED STATES OF AMERICA, IN PATENT NO. 941541, DATED JULY 17, 1924. (Portions of APNs of 017-020-22 and 017-020-21-S)

**TRACT 46:**

LOTS 2, 3, 4 AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 19, TOWNSHIP 14 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY RECORDS.

EXCEPTING FROM SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED BY THE UNITED STATES OF AMERICA, IN PATENT NO. 942608, DATED AUGUST 9, 1924. (A portion of 017-020-37-S)

**TRACT 47:**

LOTS 1, 2, 3, 5 AND THE NORTH HALF OF LOT 8, THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 30, TOWNSHIP 14 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, FRESNO COUNTY RECORDS.

EXCEPTING FROM SAID LOT 5, THE NORTH HALF OF LOT 8, NORTH HALF OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED BY THE UNITED STATES OF AMERICA, IN PATENT NO. 942608, DATED AUGUST 9, 1924. (Portions of 017-020-21-S and 017-020-22)

**EXCEPTING FROM THE ABOVE DESCRIBED TRACTS 10, 11, 12, 13, 16, 17, 18, 20, 21, 22, 23, 24, 25 AND 26, THE FOLLOWING DESCRIBED PARCELS 1, 2, 3 AND 4:**

**PARCEL 1: (PROJECT)**

THOSE PORTIONS OF SECTIONS 4, 8, 9 AND 16, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 9 AND A LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 9;

THENCE, ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES:

SOUTH 02°00'00" WEST, 2589.64 FEET;  
SOUTH 01°36'30" WEST, 658.38 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 88°23'30" WEST, 48.74 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 852.13 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 74°39'38" EAST;

WESTERLY 2976.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 200°08'24" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 85°11'58" WEST;

ALONG SAID NON-TANGENT LINE, NORTH 60°28'50" WEST, 577.31 FEET;  
NORTH 88°33'24" WEST, 484.61 FEET;  
SOUTH 77°52'16" WEST, 714.36 FEET;  
NORTH 88°57'01" WEST, 669.39 FEET;  
NORTH 67°51'25" WEST, 1338.38 FEET;  
SOUTH 89°47'13" WEST, 1135.70 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

SOUTH 09°06'31" WEST, 385.98 FEET;  
SOUTH 05°40'28" WEST, 446.43 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

SOUTH 82°52'23" EAST, 397.28 FEET;  
SOUTH 89°15'22" EAST, 923.52 FEET;  
SOUTH 89°15'40" EAST, 319.68 FEET;  
SOUTH 84°56'00" EAST, 628.96 FEET;  
NORTH 88°12'24" EAST, 620.75 FEET;  
NORTH 85°55'12" EAST, 225.23 FEET;  
NORTH 82°01'41" EAST, 259.44 FEET;  
NORTH 82°01'51" EAST, 331.21 FEET;  
SOUTH 66°14'49" EAST, 329.22 FEET;

NORTH 66°26'13" EAST, 118.33 FEET;  
SOUTH 72°05'59" EAST, 452.05 FEET;  
SOUTH 60°40'25" EAST, 602.65 FEET;  
SOUTH 65°03'51" EAST, 218.20 FEET;

NORTH 89°56'02" EAST, 1280.12 FEET TO SAID LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 9;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 01°36'30" WEST, 1385.42 FEET TO A LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 16;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 01°06'14" WEST, 2257.98 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 88°48'41" WEST, 2728.52 FEET;  
SOUTH 35°49'28" WEST, 9.62 FEET;  
SOUTH 01°53'57" WEST, 547.70 FEET;  
SOUTH 88°51'54" EAST, 201.25 FEET;  
SOUTH, 189.66 FEET;

SOUTH 52°57'29" WEST, 30.67 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 11°50'13" EAST;

WESTERLY 643.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°23'20" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 31°33'07" WEST;

ALONG SAID NON-TANGENT LINE, WEST, 290.58 FEET;

SOUTH, 295.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 853.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 59°39'40" WEST;

SOUTHWESTERLY 237.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°58'34" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 06°41'16" WEST;

SOUTHWESTERLY 414.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°57'29" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 34°38'45" WEST;

ALONG SAID NON-TANGENT LINE, SOUTH 89°55'55" WEST, 603.86 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

SOUTH 00°06'10" EAST, 625.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 222.00 FEET;

SOUTHERLY 116.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°06'24";

SOUTH 30°12'34" EAST, 350.61 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 285.00 FEET;

SOUTHERLY 158.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°50'23";

SOUTH 01°37'49" WEST, 377.82 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

SOUTH 45°42'21" EAST, 47.55 FEET;

SOUTH 00°42'21" EAST, 29.22 FEET TO THE SOUTHERLY LINE OF SAID SECTION 16;

THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 89°17'39" WEST, 130.01 FEET;

THENCE, LEAVING SAID SOUTHERLY LINE, THE FOLLOWING COURSES:

NORTH 00°42'21" WEST, 29.22 FEET;

NORTH 44°17'39" EAST, 51.54 FEET TO A LINE PARALLEL AND CONCENTRIC WITH AND 60.00 FEET WESTERLY FROM THE HEREINABOVE DESCRIBED COURSES BETWEEN POINTS "C" AND "D";

THENCE, ALONG SAID PARALLEL AND CONCENTRIC LINE, THE FOLLOWING COURSES:

NORTH 01°37'48" EAST, 377.44 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 225.00 FEET;

NORTHERLY 125.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°50'23";

NORTH 30°12'34" WEST, 350.61 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 282.00 FEET;

NORTHERLY 148.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°06'24";

NORTH 00°06'10" WEST, 625.63 FEET;

THENCE, SOUTH 89°55'55" WEST, 612.89 FEET TO THE WESTERLY LINE OF SAID SECTION 16;

THENCE, ALONG SAID WESTERLY LINE, NORTH 00°52'37" EAST, 3665.57 FEET TO THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE, ALONG THE SOUTHERLY LINE OF SAID SECTION 8, THE FOLLOWING COURSES:

NORTH 88°38'12" WEST, 2613.45 FEET;

NORTH 88°38'00" WEST, 2067.90 FEET;

THENCE, LEAVING SAID SOUTHERLY LINE OF SECTION 8, THE FOLLOWING COURSES:

NORTH 26°11'11" EAST, 795.66 FEET;

NORTH 44°38'22" EAST, 371.76 FEET;

NORTH 47°36'47" EAST, 983.34 FEET;

NORTH 64°16'06" EAST, 1239.39 FEET;

SOUTH 74°41'23" EAST, 708.53 FEET;

SOUTH 82°52'23" EAST, 168.48 FEET TO A LINE PARALLEL WITH AND 100.00 FEET WESTERLY FROM THE HEREINABOVE DESCRIBED COURSES BETWEEN POINTS "A" AND "B";

THENCE, ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 05°40'28" EAST, 446.90 FEET;

NORTH 09°06'31" EAST, 372.56 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

SOUTH 89°47'13" WEST, 198.60 FEET;  
NORTH 42°21'47" EAST, 376.80 FEET;  
NORTH 13°46'53" EAST, 20.87 FEET;  
NORTH 41°59'20" EAST, 1531.60 FEET;  
NORTH 18°09'47" EAST, 1887.81 FEET;  
NORTH 10°41'05" EAST, 1399.90 FEET;  
NORTH 02°24'41" EAST, 232.94 FEET;  
NORTH 15°04'50" EAST, 941.85 FEET;  
NORTH 38°32'57" EAST, 1955.98 FEET;  
SOUTH 22°02'32" EAST, 555.64 FEET;  
SOUTH 33°21'00" EAST, 565.59 FEET;  
SOUTH 24°43'51" EAST, 823.01 FEET;  
SOUTH 26°50'00" EAST, 542.79 FEET;  
SOUTH 11°38'00" EAST, 169.47 FEET;  
SOUTH 24°22'52" EAST, 544.43 FEET;  
SOUTH 36°05'06" EAST, 48.99 FEET;  
SOUTH 22°14'27" EAST, 266.11 FEET;  
SOUTH 24°22'52" EAST, 151.56 FEET;  
SOUTH 27°29'30" EAST, 206.98 FEET;  
SOUTH 34°48'28" EAST, 207.08 FEET;  
SOUTH 39°07'28" EAST, 207.16 FEET;  
SOUTH 42°12'26" EAST, 207.18 FEET;  
SOUTH 75°35'03" EAST, 139.53 FEET;  
SOUTH 26°21'00" EAST, 156.84 FEET;  
SOUTH 00°03'04" EAST, 589.42 FEET;  
SOUTH 60°09'01" EAST, 53.65 FEET;  
NORTH 89°12'25" EAST, 961.23 FEET TO A LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM  
THE EASTERLY LINE OF SAID SECTION 4;

ALONG SAID PARALLEL LINE, SOUTH 02°06'24" WEST, 93.28 FEET TO A LINE PARALLEL WITH AND  
30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 9;

ALONG SAID PARALLEL LINE, SOUTH 02°00'00" WEST, 1.30 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THOSE PORTIONS INCLUDED WITHIN A CIRCLE HAVING A RADIUS OF 258.00  
FEET, THE CENTER OF SAID CIRCLE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9;

THENCE, ALONG THE NORTHERLY LINE OF SAID SECTION 9, NORTH 89°34'52" EAST, 2313.88 FEET;

THENCE, PERPENDICULAR FROM SAID NORTHERLY LINE, SOUTH 00°25'08" EAST, 146.58 FEET TO THE  
CENTER OF SAID CIRCLE.

(PORTION OF APNS 027-260-04; 027-260-05; 027-260-08; 027-260-11; 027-260-12 AND 027-280-04)

**PARCEL 2: (PROJECT)**

THOSE PORTIONS OF SECTIONS 3, 10, 11, 14 AND 15, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT  
DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED  
TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 3 AND A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SAID SECTION 3;

THENCE, ALONG SAID NORTHERLY LINE OF SECTION 3, SOUTH 89°45'03" EAST, 1508.09 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, THE FOLLOWING COURSES:

SOUTH 28°11'16" EAST, 1999.69 FEET;  
SOUTH 59°13'46" EAST, 74.75 FEET;  
SOUTH 24°22'00" EAST, 4803.91 FEET;  
SOUTH 28°32'24" EAST, 1296.46 FEET;  
SOUTH 38°31'41" EAST, 1188.83 FEET;  
SOUTH 53°24'03" EAST, 972.52 FEET;  
SOUTH 32°40'25" EAST, 1600.88 FEET;  
SOUTH 84°48'10" EAST, 35.16 FEET;  
SOUTH 60°38'32" EAST, 1157.97 FEET;  
SOUTH 52°17'22" EAST, 1521.79 FEET;  
SOUTH 38°44'05" WEST, 149.45 FEET;  
SOUTH 11°22'13" WEST, 373.44 FEET;  
SOUTH 01°38'51" WEST, 1124.38 FEET;  
NORTH 80°16'05" WEST, 433.28 FEET;  
SOUTH 89°33'01" WEST, 85.40 FEET;  
SOUTH 00°05'45" EAST, 424.77 FEET;  
SOUTH 89°57'44" WEST, 764.00 FEET;  
NORTH 00°05'45" WEST, 926.86 FEET;  
NORTH 44°18'47" WEST, 28.67 FEET;  
NORTH 88°31'49" WEST, 3108.72 FEET;  
NORTH 00°03'04" WEST, 911.09 FEET;  
NORTH 45°08'58" WEST, 28.36 FEET;  
WEST, 356.59 FEET;  
NORTH 00°41'43" WEST, 606.49 FEET;  
NORTH 88°33'03" WEST, 1833.03 FEET;  
NORTH 22°13'55" WEST, 471.65 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E";

NORTH 89°04'55" WEST, 1694.10 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F";

SOUTH 00°39'26" WEST, 566.78 FEET;  
SOUTH 00°40'08" WEST, 1341.55 FEET;  
WEST, 77.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND  
HAVING A RADIUS OF 858.64 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 46°40'31" EAST;

WESTERLY 1381.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°11'40" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 45°31'09" WEST;

ALONG SAID NON-TANGENT LINE, NORTH 88°48'41" WEST, 111.81 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SAID SECTION 15;

THENCE ALONG SAID PARALLEL LINE, NORTH 01°06'14" EAST, 2258.71 FEET TO THE NORTHERLY LINE OF SAID SECTION 15;

THENCE, ALONG SAID NORTHERLY LINE, NORTH 89°37'59" EAST, 1273.96 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, THE FOLLOWING COURSES:

NORTH 01°09'31" EAST, 64.89 FEET;  
NORTH 89°37'52" EAST, 135.06 FEET;  
SOUTH 00°41'43" WEST, 328.83 FEET TO A LINE PARALLEL WITH AND 110.00 FEET NORTHERLY FROM  
THE HEREINABOVE DESCRIBED COURSE BETWEEN POINTS "E" AND "F";

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°04'55" EAST, 1644.55 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 24°13'25" WEST, 66.17 FEET;  
NORTH 01°14'49" EAST, 258.45 FEET;  
NORTH 05°41'43" WEST, 819.73 FEET;  
NORTH 00°04'58" EAST, 1592.68 FEET;  
NORTH 89°22'50" WEST, 157.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE  
WESTERLY AND HAVING A RADIUS OF 1667.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH  
83°39'46" EAST;

NORTHERLY 540.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°35'02" TO A NON-  
TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 77°45'12" EAST;

NORTH 19°18'25" WEST, 273.10 FEET;  
NORTH 22°14'04" WEST, 1115.60 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY  
AND HAVING A RADIUS OF 1509.00 FEET;

NORTHWESTERLY 426.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°10'43";

NORTH 38°24'47" WEST, 347.71 FEET;  
NORTH 01°39'15" EAST, 212.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY  
AND HAVING A RADIUS OF 1700.00 FEET;

NORTHWESTERLY 868.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°15'53" TO  
THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF  
1943.50 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 62°23'22" EAST;

NORTHWESTERLY 1592.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°56'11" TO  
THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF  
1750.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 58°30'03" EAST;

NORTHWESTERLY 324.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°37'22" TO  
SAID LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SECTION 3, A  
RADIAL LINE TO SAID CURVE BEARS NORTH 47°52'41" EAST;

THENCE, ALONG SAID PARALLEL LINE, NORTH 02°06'24" EAST, 3007.13 FEET TO THE POINT OF  
BEGINNING.

(PORTION OF APNS 027-270-01; 027-270-02; 027-270-04; 027-270-07; 027-270-08; 027-270-09; 027-  
290-01 AND 027-290-04)



**PARCEL 3: (PROJECT)**

THAT PORTION OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 4 AND A LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 4;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 02°06'24" WEST, 2948.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1751.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 44°10'10" EAST;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTHWESTERLY 361.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°49'01" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 32°21'09" EAST;

ALONG SAID NON-TANGENT LINE, NORTH 24°15'56" WEST, 823.48 FEET;  
NORTH 15°47'48" WEST, 198.42 FEET;  
NORTH 21°38'16" WEST, 157.04 FEET;  
NORTH 26°50'29" WEST, 583.00 FEET;  
NORTH 24°37'59" WEST, 533.58 FEET;  
NORTH 25°08'23" WEST, 436.29 FEET;  
NORTH 33°20'59" WEST, 289.05 FEET TO SAID NORTHERLY LINE OF SECTION 4;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°46'43" EAST, 1671.66 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-260-05)

**PARCEL 4: (PROJECT)**

THAT PORTION OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE, ALONG THE WESTERLY LINE OF SAID SECTION 10, SOUTH 02°00'00" WEST, 891.85 FEET;

THENCE, PERPENDICULAR FROM SAID WESTERLY LINE, SOUTH 88°00'00" EAST, 30.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM SAID WESTERLY LINE AND THE POINT OF BEGINNING;

THENCE, ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES:

SOUTH 02°00'00" WEST, 1698.85 FEET;  
SOUTH 01°36'30" WEST, 658.18 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 89°34'49" EAST, 706.07 FEET;

NORTH 54°27'21" EAST, 77.64 FEET;  
NORTH 59°30'27" EAST, 75.84 FEET;  
NORTH 64°33'32" EAST, 75.84 FEET;  
NORTH 69°36'38" EAST, 75.84 FEET;  
NORTH 74°39'43" EAST, 79.41 FEET;  
NORTH 06°58'01" EAST, 460.10 FEET;  
NORTH 22°08'44" WEST, 1107.78 FEET;  
NORTH 39°09'09" WEST, 905.86 FEET;  
NORTH 87°29'44" WEST, 39.26 FEET TO THE POINT OF BEGINNING.

(PORTION OF APNS 027-270-07 AND 027-270-12)

**PARCEL B:**

**PARCEL 1:**

THOSE PORTIONS OF SECTIONS 4 AND 9, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 9 AND A LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 9;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 02°00'00" WEST, 155.78 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 88°00'23" WEST, 547.63 FEET;  
NORTH 37°48'17" WEST, 152.04 FEET;  
NORTH 73°44'15" WEST, 299.73 FEET;  
NORTH 60°08'57" WEST, 27.66 FEET;  
NORTH 89°12'25" EAST, 961.23 FEET TO A LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 4;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 02°06'24" WEST, 93.28 FEET TO SAID LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 9;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 02°00'00" WEST, 1.30 FEET TO THE POINT OF BEGINNING.

(PORTION OF APNS 027-260-005 AND 027-260-012)

**PARCEL 2:**

THAT PORTION OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "A";

THENCE, ALONG SAID LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 9, SOUTH 02°00'00" WEST, 2053.92 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES:

SOUTH 02°00'00" WEST, 379.94 FEET;  
SOUTH 01°36'30" WEST, 658.38 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 88°23'30" WEST, 48.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 852.13 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 74°39'38" EAST;

NORTHWESTERLY 1527.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102°40'25" TO A POINT OF CUSP WITH A TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS NORTH 02°39'57" EAST, SAID POINT HEREINAFTER REFERRED TO AS POINT "B";

ALONG SAID TANGENT LINE, SOUTH 87°20'03" EAST, 863.53 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-260-012)

**PARCEL 3:**

THAT PORTION OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "B";

THENCE, SOUTHWESTERLY 907.97 FEET ALONG SAID CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 852.13 FEET THROUGH A CENTRAL ANGLE OF 61°03'01" TO THE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS  
NORTH 58°23'04" WEST;

THENCE, CONTINUING SOUTHERLY 541.60 FEET ALONG SAID CURVE A CENTRAL ANGLE OF 36°24'58" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS SOUTH 85°11'58" WEST;

THENCE, TRAVERSING THE FOLLOWING COURSES:

NORTH 60°28'50" WEST, 577.31 FEET;  
NORTH 88°33'24" WEST, 484.61 FEET;  
SOUTH 77°52'16" WEST, 714.36 FEET;  
NORTH 88°57'01" WEST, 669.39 FEET;  
NORTH 67°51'25" WEST, 515.20 FEET;  
EAST, 1224.11 FEET;  
NORTH, 165.00 FEET;

EAST, 1731.08 FEET TO THE POINT OF BEGINNING.

(PORTION OF APNS 027-260-008 AND 027-260-012)

**PARCEL 4:**

THAT PORTION OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID SECTION 16, DISTANT SOUTH 00°52'37" WEST, 3665.57 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE, ALONG SAID WESTERLY LINE, NORTH 00°52'37" EAST, 100.06 FEET;

THENCE, LEAVING SAID WESTERLY LINE, THE FOLLOWING COURSES:

SOUTH 89°00'00" EAST, 732.09 FEET;  
NORTH 45°24'16" EAST, 34.99 FEET;  
SOUTH 89°00'00" EAST, 249.17 FEET;  
NORTH 20°21'52" EAST, 260.52 FEET;  
NORTH 01°15'00" EAST, 581.01 FEET;  
SOUTH 88°45'00" EAST, 592.91 FEET;  
NORTH 49°51'30" EAST, 72.43 FEET;  
NORTH 70°25'45" EAST, 158.00 FEET;  
SOUTH 89°00'00" EAST, 258.69 FEET;  
NORTH 33°09'36" EAST, 613.79 FEET;  
SOUTH 01°53'57" WEST, 547.70 FEET;  
SOUTH 88°51'54" EAST, 201.25 FEET;  
SOUTH, 189.66 FEET;  
SOUTH 52°57'29" WEST, 30.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 11°50'13" EAST;

WESTERLY 643.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°23'20" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 31°33'07" WEST;

ALONG SAID NON-TANGENT LINE, WEST, 290.58 FEET;

SOUTH, 295.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 853.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 59°39'40" WEST;

SOUTHWESTERLY 237.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°58'34" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 06°41'16" WEST;

WESTERLY 414.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°57'29" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 34°38'45" WEST;

ALONG SAID NON-TANGENT LINE, SOUTH 89°55'55" WEST, 1276.75 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-280-004)

**PARCEL 5:**

THAT PORTION OF SECTION 8, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8;

THENCE, ALONG THE SOUTHERLY LINE OF SAID SECTION 8, THE FOLLOWING COURSES:

NORTH 88°38'12" WEST, 2613.45 FEET;  
NORTH 88°38'00" WEST, 1196.78 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 88°38'00" WEST, 871.13 FEET;

THENCE, LEAVING SAID SOUTHERLY LINE, THE FOLLOWING COURSES:

NORTH 26°11'11" EAST, 795.66 FEET;  
NORTH 44°38'22" EAST, 371.76 FEET;  
NORTH 47°36'47" EAST, 983.34 FEET;  
NORTH 64°16'06" EAST, 1239.39 FEET;  
SOUTH 74°41'23" EAST, 708.53 FEET;  
SOUTH 82°52'23" EAST, 168.48 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";  
SOUTH 05°40'27" WEST, 136.50 FEET;  
NORTH 79°45'06" WEST, 604.51 FEET;  
NORTH 82°53'16" WEST, 24.08 FEET;  
NORTH 89°04'59" WEST, 25.03 FEET;  
SOUTH 84°32'36" WEST, 24.84 FEET;  
SOUTH 78°12'40" WEST, 24.94 FEET;  
SOUTH 74°49'41" WEST, 221.09 FEET;  
SOUTH 59°12'17" WEST, 213.14 FEET;  
SOUTH 63°30'46" WEST, 142.66 FEET;  
SOUTH 47°07'42" WEST, 1534.21 FEET;  
SOUTH 41°19'09" WEST, 100.77 FEET;  
SOUTH 01°15'00" WEST, 609.98 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-260-011)

**PARCEL 6:**

THAT PORTION OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76

OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "C";

THENCE, TRAVERSING THE FOLLOWING COURSES:

NORTH 05°40'28" EAST, 446.90 FEET;  
NORTH 09°06'31" EAST, 372.56 FEET;  
SOUTH 89°47'13" WEST, 198.60 FEET;  
NORTH 42°21'47" EAST, 376.80 FEET;  
NORTH 13°46'53" EAST, 20.87 FEET;  
NORTH 41°59'20" EAST, 1531.60 FEET;  
NORTH 18°09'47" EAST, 1887.81 FEET;  
NORTH 10°41'05" EAST, 1399.90 FEET;  
NORTH 02°24'41" EAST, 232.94 FEET;  
NORTH 15°04'50" EAST, 108.72 FEET TO THE POINT OF BEGINNING;  
CONTINUING NORTH 15°04'50" EAST, 833.13 FEET;  
NORTH 38°32'57" EAST, 1955.98 FEET;  
SOUTH 22°02'32" EAST, 555.64 FEET;  
SOUTH 33°21'00" EAST, 565.59 FEET;  
SOUTH 24°43'51" EAST, 823.01 FEET;  
SOUTH 26°50'00" EAST, 542.79 FEET;  
SOUTH 11°38'00" EAST, 169.47 FEET;  
SOUTH 24°22'52" EAST, 430.03 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";  
WEST, 803.01 FEET;  
NORTH, 1049.48 FEET;  
WEST, 1264.20 FEET;  
SOUTH 48°38'10" WEST, 917.96 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-260-005)

**PARCEL 7:**

THAT PORTION OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "D";

THENCE, TRAVERSING THE FOLLOWING COURSES:

SOUTH 24°22'52" EAST, 114.40 FEET;  
SOUTH 36°05'06" EAST, 48.99 FEET;  
SOUTH 22°14'27" EAST, 90.09 FEET TO THE POINT OF BEGINNING;  
CONTINUING SOUTH 22°14'27" EAST, 176.02 FEET;  
SOUTH 24°22'52" EAST, 151.56 FEET;  
SOUTH 27°29'30" EAST, 206.98 FEET;  
SOUTH 34°48'28" EAST, 207.08 FEET;  
SOUTH 39°07'28" EAST, 207.16 FEET;

SOUTH 42°12'26" EAST, 207.18 FEET;  
SOUTH 75°35'03" EAST, 139.53 FEET;  
SOUTH 26°21'00" EAST, 156.84 FEET;  
SOUTH 00°03'04" EAST, 589.42 FEET;  
NORTH 52°19'01" WEST, 174.33 FEET;  
WEST, 680.17 FEET;  
NORTH, 1626.92 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-260-005)

**PARCEL 8:**

THAT PORTION OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 16.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID SECTION 4 AND A LINE PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SECTION 4;

THENCE, ALONG THE LAST SAID PARALLEL LINE, SOUTH 02°06'24" WEST, 2932.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1751.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 44°10'10" EAST;

THENCE, NORTHWESTERLY 92.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'54" TO A LINE PARALLEL WITH AND 100.00 FEET WESTERLY FROM SAID EASTERLY LINE OF SECTION 4;

THENCE, ALONG SAID PARALLEL LINE, NORTH 02°06'24" EAST, 2869.80 FEET TO SAID LINE PARALLEL WITH AND 16.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SECTION 4;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°46'43" EAST, 70.04 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-260-005)

**PARCEL 9:**

THAT PORTION OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SAID SECTION 3 AND A LINE PARALLEL WITH AND 16.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID SECTION 3;

THENCE, ALONG THE LAST SAID PARALLEL LINE, SOUTH 89°45'03" EAST, 70.04 FEET TO A LINE PARALLEL WITH AND 100.00 FEET EASTERLY FROM SAID WESTERLY LINE OF SECTION 3;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 02°06'24" WEST, 3069.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1750.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 51°16'07" EAST;

THENCE, NORTHWESTERLY 103.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°23'26" TO SAID LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SECTION 3;

THENCE, ALONG SAID PARALLEL LINE, NORTH 02°06'24" EAST, 2991.12 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-270-001)

**PARCEL 10:**

THOSE PORTIONS OF SECTIONS 3, 10, 11 AND 14, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SECTION 3, DISTANT SOUTH 89°45'03" EAST, 1192.39 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3;

THENCE, CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 89°45'03" EAST, 345.71 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, THE FOLLOWING COURSES:

SOUTH 28°11'16" EAST, 1999.69 FEET;  
SOUTH 59°13'46" EAST, 74.75 FEET;  
SOUTH 24°22'00" EAST, 4803.91 FEET;  
SOUTH 28°32'24" EAST, 1296.46 FEET;  
SOUTH 38°31'41" EAST, 1188.83 FEET;  
SOUTH 53°24'03" EAST, 972.52 FEET;  
SOUTH 32°40'25" EAST, 1600.88 FEET;  
SOUTH 84°48'10" EAST, 35.16 FEET;  
SOUTH 60°38'32" EAST, 1157.97 FEET;  
SOUTH 52°17'22" EAST, 1521.79 FEET;  
SOUTH 38°44'05" WEST, 149.45 FEET;  
SOUTH 11°22'13" WEST, 79.11 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E";  
NORTH 44°12'50" WEST, 723.69 FEET;  
NORTH 46°14'50" WEST, 253.44 FEET;  
NORTH 50°32'29" WEST, 399.54 FEET;  
NORTH 61°25'27" WEST, 595.57 FEET;  
NORTH 47°05'58" WEST, 391.15 FEET;  
NORTH 72°07'09" WEST, 523.92 FEET;  
NORTH 60°47'07" WEST, 136.51 FEET;  
NORTH 23°51'56" WEST, 116.31 FEET;



NORTH 35°21'49" WEST, 405.93 FEET;  
NORTH 53°51'55" WEST, 262.43 FEET;  
NORTH 34°47'06" WEST, 593.39 FEET;  
NORTH 89°36'50" WEST, 848.13 FEET;  
NORTH, 744.73 FEET;  
NORTH 16°07'51" WEST, 139.22 FEET;  
NORTH 50°46'28" WEST, 310.38 FEET;  
NORTH 23°30'28" WEST, 885.43 FEET;  
NORTH 32°46'45" WEST, 438.98 FEET;  
NORTH 52°31'20" WEST, 500.54 FEET;  
NORTH 44°07'20" WEST, 180.27 FEET;  
NORTH 00°22'39" EAST, 907.11 FEET;  
NORTH 21°07'31" WEST, 159.51 FEET;  
NORTH 61°56'49" WEST, 326.23 FEET;  
NORTH 32°45'39" WEST, 103.59 FEET;  
NORTH 00°04'13" EAST, 513.89 FEET;  
NORTH 26°41'31" WEST, 158.25 FEET;  
NORTH 82°12'48" WEST, 473.04 FEET;  
NORTH 43°52'29" WEST, 134.91 FEET;  
NORTH 00°53'33" EAST, 249.59 FEET;  
NORTH 42°24'56" WEST, 27.44 FEET;  
NORTH 02°00'00" EAST, 55.07 FEET;  
SOUTH 87°32'41" EAST, 19.51 FEET;  
NORTH 02°27'18" EAST, 370.61 FEET;  
NORTH 23°17'51" WEST, 483.65 FEET;  
NORTH 51°18'45" WEST, 382.06 FEET;  
NORTH 26°20'58" WEST, 95.13 FEET;  
NORTH 34°23'55" WEST, 344.64 FEET;  
NORTH 18°26'36" WEST, 61.22 FEET;  
NORTH 02°36'57" EAST, 345.95 FEET;  
NORTH 24°00'25" WEST, 311.45 FEET;  
NORTH 54°28'11" WEST, 116.22 FEET;  
NORTH 68°41'08" WEST, 93.96 FEET;  
NORTH 13°02'49" WEST, 223.42 FEET;  
NORTH 19°37'38" WEST, 105.07 FEET;  
NORTH 52°43'12" WEST, 120.66 FEET;  
NORTH 67°43'45" WEST, 139.34 FEET;  
NORTH 32°51'52" WEST, 222.58 FEET;  
NORTH 01°01'30" EAST, 556.23 FEET;  
NORTH 40°28'30" WEST, 605.91 FEET;  
NORTH 59°45'10" WEST, 144.23 FEET TO THE POINT OF BEGINNING.

(PORTION OF APNS 027-270-001, 027-270-002, 027-270-004, 027-270-009, 027-270-010, 027-290-001 AND 027-290-004)

**PARCEL 11:**

THAT PORTION OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "E";

THENCE, TRAVERSING THE FOLLOWING COURSES:

SOUTH 11°22'13" WEST, 294.33 FEET;  
SOUTH 01°38'51" WEST, 1124.38 FEET;  
NORTH 80°16'05" WEST, 433.28 FEET;  
SOUTH 89°33'01" WEST, 85.40 FEET;  
SOUTH 00°05'45" EAST, 274.15 FEET TO THE POINT OF BEGINNING;  
CONTINUING SOUTH 00°05'45" EAST, 150.62 FEET;  
SOUTH 89°57'44" WEST, 764.00 FEET;  
NORTH 00°05'45" WEST, 151.13 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F";  
EAST, 764.00 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-290-004)

**PARCEL 12:**

THAT PORTION OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "F";

THENCE, TRAVERSING THE FOLLOWING COURSES:

NORTH 00°05'45" WEST, 775.73 FEET;  
NORTH 44°18'47" WEST, 28.67 FEET;  
NORTH 88°31'49" WEST, 3108.72 FEET;  
NORTH 00°03'04" WEST, 911.09 FEET;  
NORTH 45°08'58" WEST, 28.36 FEET;  
WEST, 356.59 FEET;  
NORTH 00°41'43" WEST, 606.49 FEET;  
NORTH 88°33'03" WEST, 1833.03 FEET;  
NORTH 22°13'55" WEST, 471.65 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "G";

NORTH 89°04'55" WEST, 1694.10 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "H";

SOUTH 00°39'26" WEST, 566.78 FEET;  
SOUTH 00°40'08" WEST, 1278.62 FEET TO THE POINT OF BEGINNING;  
CONTINUING SOUTH 00°40'08" WEST, 62.93 FEET;  
WEST, 77.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 858.64 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 46°40'31" EAST;

WESTERLY 1381.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°11'40" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 45°31'09" WEST;

ALONG SAID NON-TANGENT LINE, NORTH 88°48'41" WEST, 111.81 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SAID SECTION 15;

THENCE, ALONG SAID PARALLEL LINE, NORTH 01°06'14" EAST, 102.95 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

SOUTH 88°40'01" EAST, 78.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 951.62 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 42°49'30" WEST;

EASTERLY 1497.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°09'21" TO THE POINT OF BEGINNING.

(PORTION OF APN 027-290-001)

**PARCEL 13:**

THOSE PORTIONS OF SECTIONS 10 AND 15, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF SECTION 15 AND A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SAID SECTION 15;

THENCE, ALONG SAID NORTHERLY LINE, NORTH 89°37'59" EAST, 1273.96 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, THE FOLLOWING COURSES:

NORTH 01°09'31" EAST, 64.89 FEET;  
NORTH 89°37'52" EAST, 135.06 FEET;  
SOUTH 00°41'43" WEST, 328.83 FEET TO A LINE PARALLEL WITH AND 110.00 FEET NORTHERLY FROM THE HEREINABOVE DESCRIBED COURSE BETWEEN POINTS "G" AND "H";

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89°04'55" EAST, 1644.55 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 24°13'25" WEST, 66.17 FEET;  
NORTH 01°14'49" EAST, 86.13 FEET TO THE POINT OF BEGINNING;  
CONTINUING NORTH 01°14'49" EAST, 172.32 FEET;  
NORTH 05°41'43" WEST, 367.22 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "I";  
EAST, 95.47 FEET;  
SOUTH 05°41'43" EAST, 363.51 FEET;  
SOUTH 01°14'49" WEST, 176.00 FEET;  
SOUTH 89°59'53" WEST, 95.02 FEET TO THE POINT OF BEGINNING.

(PORTION OF APN 027-270-008 AND 027-290-001)

**PARCEL 14:**

THAT PORTION OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "I";

THENCE, TRAVERSING THE FOLLOWING COURSES:

NORTH 05°41'43" WEST, 452.51 FEET;  
NORTH 00°04'58" EAST, 1261.18 FEET TO THE POINT OF BEGINNING;  
CONTINUING NORTH 00°04'58" EAST, 331.50 FEET;  
NORTH 89°22'50" WEST, 157.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1667.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 83°39'46" EAST;

NORTHERLY 256.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°49'23" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 87°30'51" EAST;

ALONG SAID NON-TANGENT LINE, EAST, 104.57 FEET;  
SOUTH 19°18'25" EAST, 255.26 FEET;  
SOUTH 00°04'58" WEST, 348.61 FEET;  
WEST, 40.00 FEET TO THE POINT OF BEGINNING.

(PORTION OF APNS 027-270-008 AND 027-270-009)

**PARCEL 15:**

THOSE PORTIONS OF SECTIONS 10, 11, 14 AND 15, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF HEREINABOVE DESCRIBED PARCEL 13 AND A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE EASTERLY LINE OF SAID PARCEL 13;

THENCE, TRAVERSING THE FOLLOWING COURSES:

ALONG SAID EASTERLY PROLONGATION, EAST, 1602.83 FEET;  
NORTH, 456.05 FEET;  
EAST, 362.98 FEET;  
NORTH, 1255.41 FEET;  
WEST, 2064.51 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE EASTERLY LINE OF HEREINABOVE DESCRIBED PARCEL 14;

THENCE, ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 00°04'58" EAST, 353.69 FEET;  
NORTH 19°18'25" WEST, 249.87 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL 14;

THENCE, TRAVERSING THE FOLLOWING COURSES:

ALONG SAID EASTERLY PROLONGATION, EAST, 1855.83 FEET;  
SOUTH, 65.71 FEET;  
EAST, 505.97 FEET;  
SOUTH 26°10'54" EAST, 530.02 FEET;  
SOUTH 48°22'15" EAST, 289.03 FEET;  
SOUTH 23°11'48" EAST, 95.85 FEET;  
SOUTH 01°56'54" WEST, 799.72 FEET;  
SOUTH 12°05'22" EAST, 82.10 FEET;  
SOUTH 32°51'26" EAST, 85.73 FEET;  
SOUTH 00°02'39" WEST, 469.97 FEET;  
WEST, 392.88 FEET;  
SOUTH 00°02'01" EAST, 595.60 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 13;

ALONG SAID EASTERLY PROLONGATION, SOUTH 89°59'53" WEST, 2280.15 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM SAID EASTERLY LINE OF PARCEL 13;

THENCE, ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 01°14'49" EAST, 177.17 FEET;  
NORTH 05°41'43" WEST, 362.33 FEET TO THE POINT OF BEGINNING.

(PORTION OF APNS 027-270-008, 027-270-009 AND 027-290-001)

### **PARCEL C:**

THAT PORTION OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE, ALONG THE WESTERLY LINE OF SAID SECTION 10, SOUTH 02°00'00" WEST, 891.85 FEET;

THENCE, PERPENDICULAR FROM SAID WESTERLY LINE, SOUTH 88°00'00" EAST, 30.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM SAID WESTERLY LINE AND THE POINT OF BEGINNING;

THENCE, ALONG SAID PARALLEL LINE, THE FOLLOWING COURSES:

SOUTH 02°00'00" WEST, 1698.85 FEET;  
SOUTH 01°36'30" WEST, 658.18 FEET;

THENCE, LEAVING SAID PARALLEL LINE, THE FOLLOWING COURSES:

NORTH 89°34'49" EAST, 706.07 FEET;

NORTH 54°27'21" EAST, 77.64 FEET;  
NORTH 59°30'27" EAST, 75.84 FEET;  
NORTH 64°33'32" EAST, 75.84 FEET;  
NORTH 69°36'38" EAST, 75.84 FEET;  
NORTH 74°39'43" EAST, 79.41 FEET;  
NORTH 06°58'01" EAST, 460.10 FEET;  
NORTH 22°08'44" WEST, 1107.78 FEET;  
NORTH 39°09'09" WEST, 905.86 FEET;  
NORTH 87°29'44" WEST, 39.26 FEET TO THE POINT OF BEGINNING.

(PORTION OF APNS 027-270-07 AND 027-270-12)

**PARCEL D:**

THAT PORTION OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 76 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 15 AND A LINE PARALLEL WITH AND 30.00 FEET EASTERLY FROM THE WESTERLY LINE OF SAID SECTION 15;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 01°06'14" WEST, 364.76 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID PARALLEL LINE, SOUTH 01°06'14" WEST, 1791.00 FEET;

THENCE, LEAVING SAID PARALLEL LINE, SOUTH 88°40'01" EAST, 78.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 951.62 FEET, A RADIAL LINE TO SAID CURVE BEARS  
NORTH 42°49'30" WEST;

THENCE, EASTERLY 1497.39 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°09'21" TO A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS NORTH 47°19'51" EAST;

THENCE, ALONG SAID NON-TANGENT LINE, NORTH 00°40'08" EAST, 1278.62 FEET;

THENCE, NORTH 00°39'26" EAST, 566.78 FEET;

THENCE, NORTH 89°59'31" WEST, 1412.07 FEET TO THE **POINT OF BEGINNING**.

(PORTION OF APN 027-290-001)







**Exhibit B-1**  
Maps of Parcel A

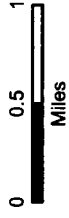




# Panoche Valley Conservation Lands Parcel Maps

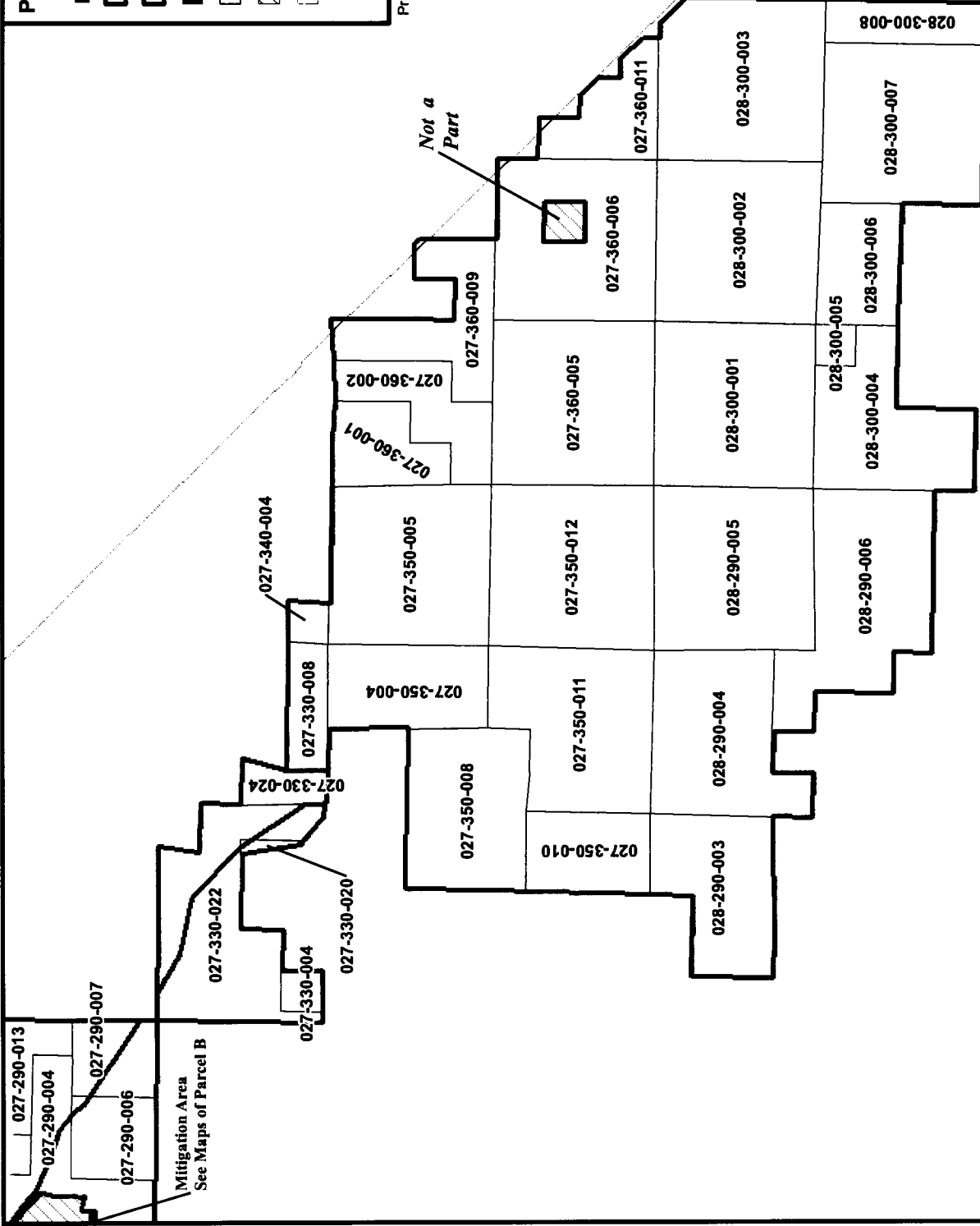
## Legend

-  Mitigation Area
-  Mitigation Area Post-Construction
-  Mitigation Area - See Maps of Parcel B
-  Parcel Boundary
-  Not a Part
-  County Boundary



Page 2 of 2

Print Date: November 13, 2015



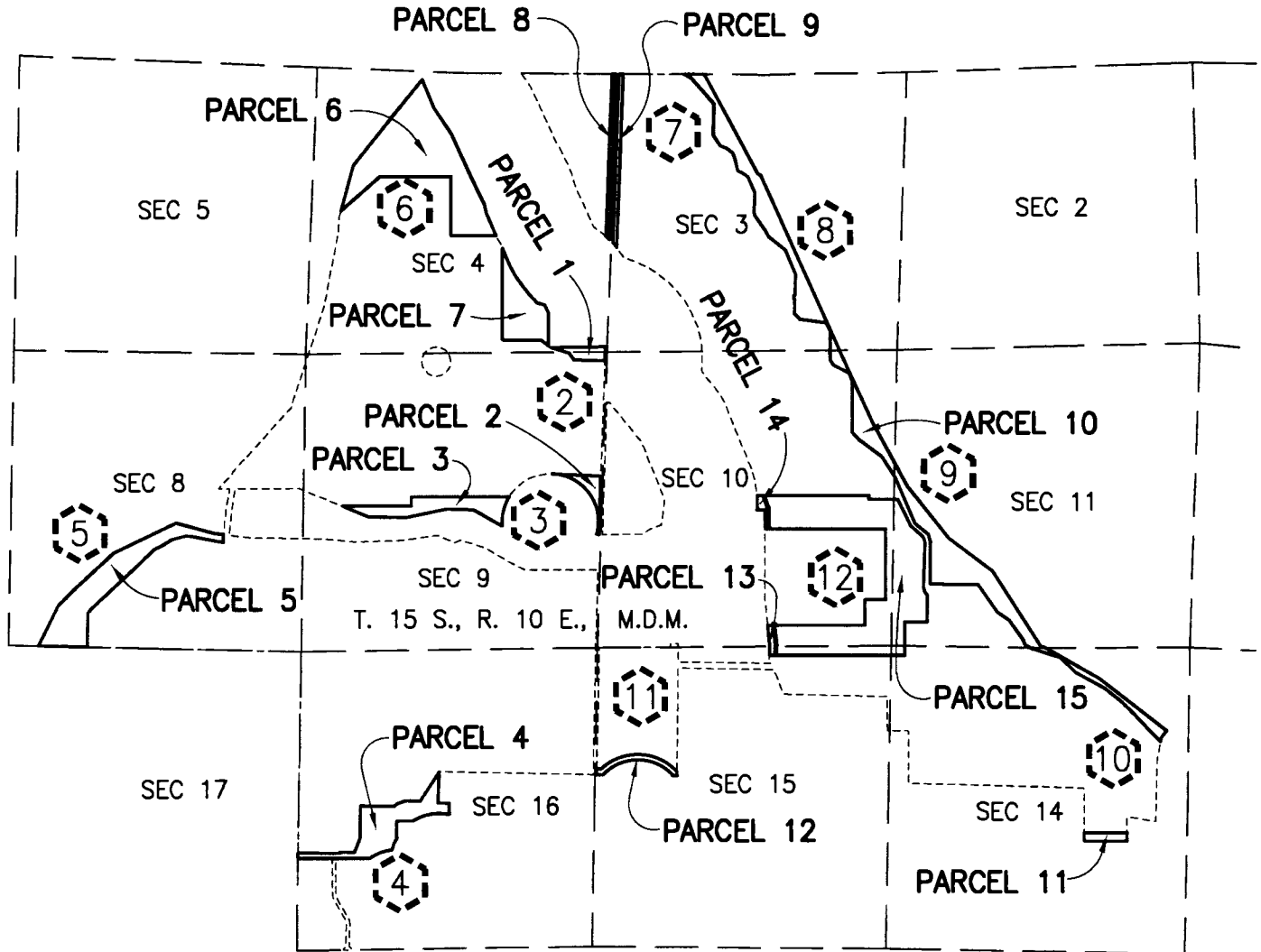
**Exhibit B-2**  
Maps of Parcel B

# EXHIBIT "B"

SHEET 1 OF 13

PORTIONS OF SECTIONS 3, 4, 8, 9, 10, 11, 14, 15 AND 16, T. 15 S., R. 10 E.,  
MOUNT DIABLO MERIDIAN,  
IN THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA  
**CONSERVATION EASEMENT**

T. 14 S., R. 10 E., M.D.M.



SCALE: 1" = 3000'

*Minh A. Le*  
MINH A. LE, P.L.S. 8543

**INDEX MAP**  
# INDICATES SHEET NO.



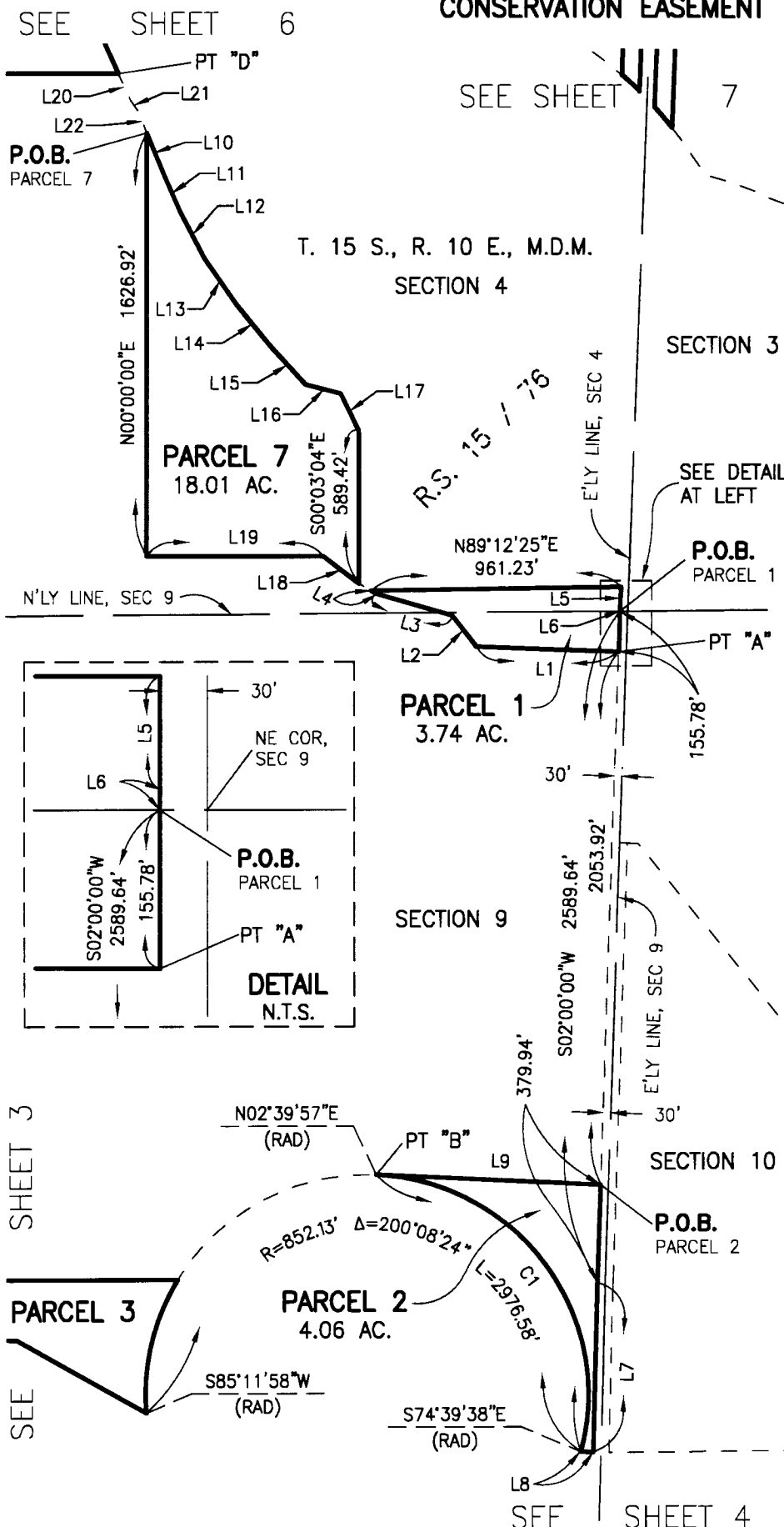
**Stantec**

25864-F Business Center Drive  
Redlands, CA 92374  
909-335-6116 stantec.com

# EXHIBIT "B"

## CONSERVATION EASEMENT

SHEET 2 OF 13



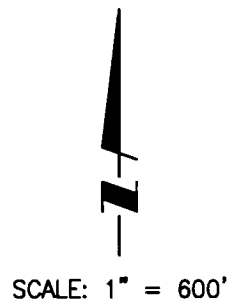
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N88°00'23"W	547.63'
L2	N37°48'17"W	152.04'
L3	N73°44'15"W	299.73'
L4	N60°08'57"W	27.66'
L5	S02°06'24"W	93.28'
L6	S02°00'00"W	1.30'
L7	S01°36'30"W	658.38'
L8	N88°23'30"W	48.74'
L9	S87°20'03"E	863.53'
L10	S22°14'27"E	176.02'
L11	S24°22'52"E	151.56'
L12	S27°29'30"E	206.98'
L13	S34°48'28"E	207.08'
L14	S39°07'28"E	207.16'
L15	S42°12'26"E	207.18'
L16	S75°35'03"E	139.53'
L17	S26°21'00"E	156.84'
L18	N52°19'01"W	174.33'
L19	N90°00'00"W	680.17'
L20	S24°22'52"E	114.40'
L21	S36°05'06"E	48.99'
L22	S22°14'27"E	90.09'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	852.13'	102°40'25"	1527.01'



SCALE: 1" = 600'

SHEET 3 OF 13



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	852.13'	102°40'25"	1527.01'
C2	852.13'	061°03'01"	907.97'
C3	852.13'	036°24'58"	541.60'

# EXHIBIT "B"

## CONSERVATION EASEMENT

SHEET 4 OF 13

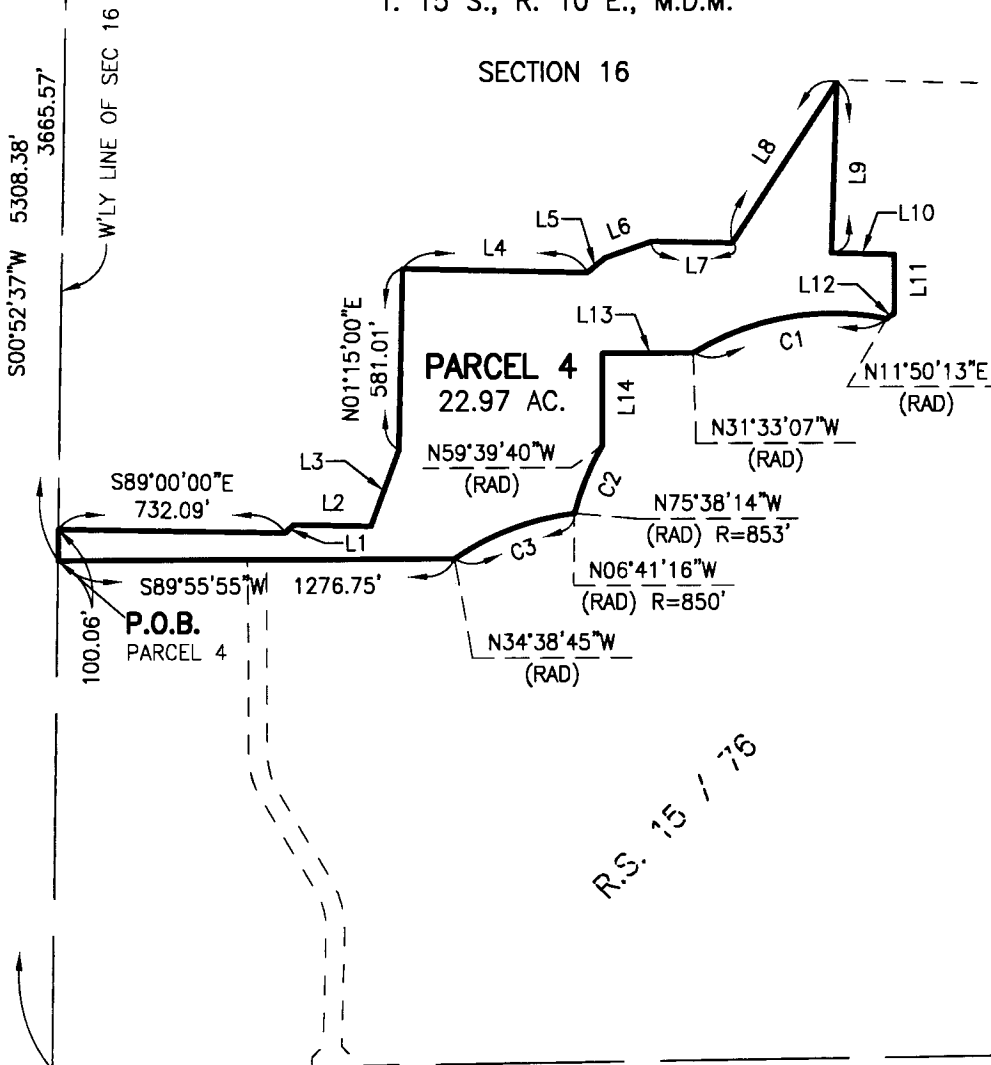
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N45°24'16"E	34.99'
L2	S89°00'00"E	249.17'
L3	N20°21'52"E	260.52'
L4	S88°45'00"E	592.91'
L5	N49°51'30"E	72.43'
L6	N70°25'45"E	158.00'
L7	S89°00'00"E	258.69'
L8	N33°09'36"E	613.79'
L9	S01°53'57"W	547.70'
L10	S88°51'54"E	201.25'
L11	S00°00'00"E	189.66'
L12	S52°57'29"W	30.67'
L13	N90°00'00"W	290.58'
L14	S00°00'00"E	295.77'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	850.00'	043°23'20"	643.69'
C2	853.00'	015°58'34"	237.85'
C3	850.00'	027°57'29"	414.77'

SEE SHEET 11

T. 15 S., R. 10 E., M.D.M.

SECTION 16



SCALE: 1" = 600'

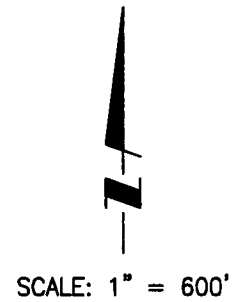
# EXHIBIT "B"

## CONSERVATION EASEMENT

SHEET 5 OF 13

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N44°38'22"E	371.76'
L2	S82°52'23"E	168.48'
L3	S05°40'27"W	136.50'
L4	N79°45'06"W	604.51'
L5	N82°53'16"W	24.08'
L6	N89°04'59"W	25.03'
L7	S84°32'36"W	24.84'
L8	S78°12'40"W	24.94'
L9	S74°49'41"W	221.09'

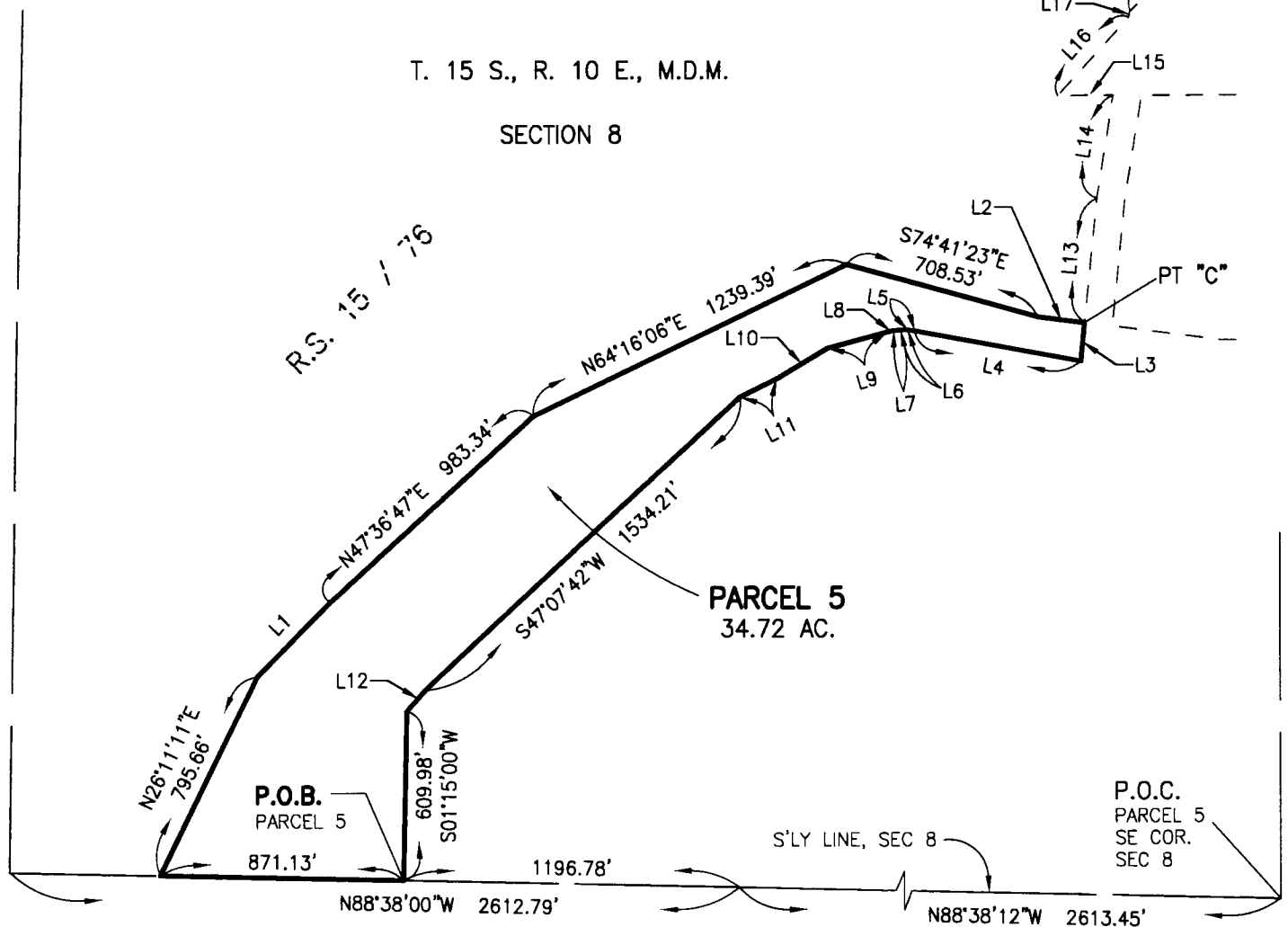
LINE TABLE		
LINE #	BEARING	LENGTH
L10	S59°12'17"W	213.14'
L11	S63°30'46"W	142.66'
L12	S41°19'09"W	100.77'
L13	N05°40'28"E	446.90'
L14	N09°06'31"E	372.56'
L15	S89°47'13"W	198.60'
L16	N42°21'47"E	376.80'
L17	N13°46'53"E	20.87'
L18	N41°59'20"E	1531.60'



SEE SHEET 6

T. 15 S., R. 10 E., M.D.M.

SECTION 8



# EXHIBIT "B"

## CONSERVATION EASEMENT

SHEET 6 OF 13

**PARCEL 6**  
61.63 AC.

SECTION 5

SECTION 4

T. 15 S., R. 10 E., M.D.M.

**PARCEL 7**

LINE TABLE

LINE #	BEARING	LENGTH
L1	N41°59'20"E	1531.60'
L2	N18°09'47"E	1887.81'
L3	N02°24'41"E	232.94'
L4	S22°02'32"E	555.64'
L5	S33°21'00"E	565.59'
L6	S26°50'00"E	542.79'
L7	S11°38'00"E	169.47'
L8	S24°22'52"E	544.43'
L9	N90°00'00"W	803.01'

SCALE: 1" = 600'

SEE SHEET 2

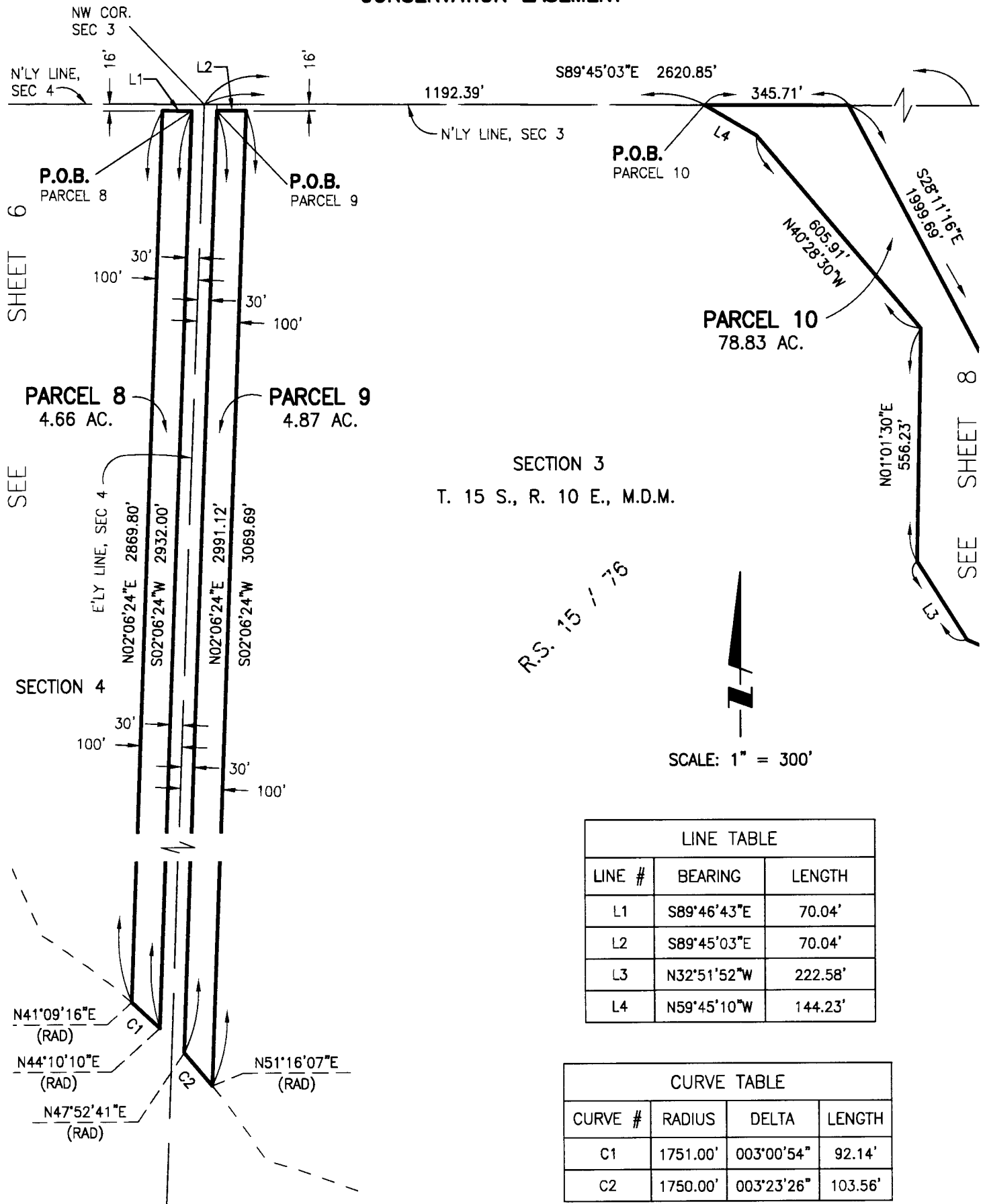
SEE SHEET 5



# EXHIBIT "B"

## CONSERVATION EASEMENT

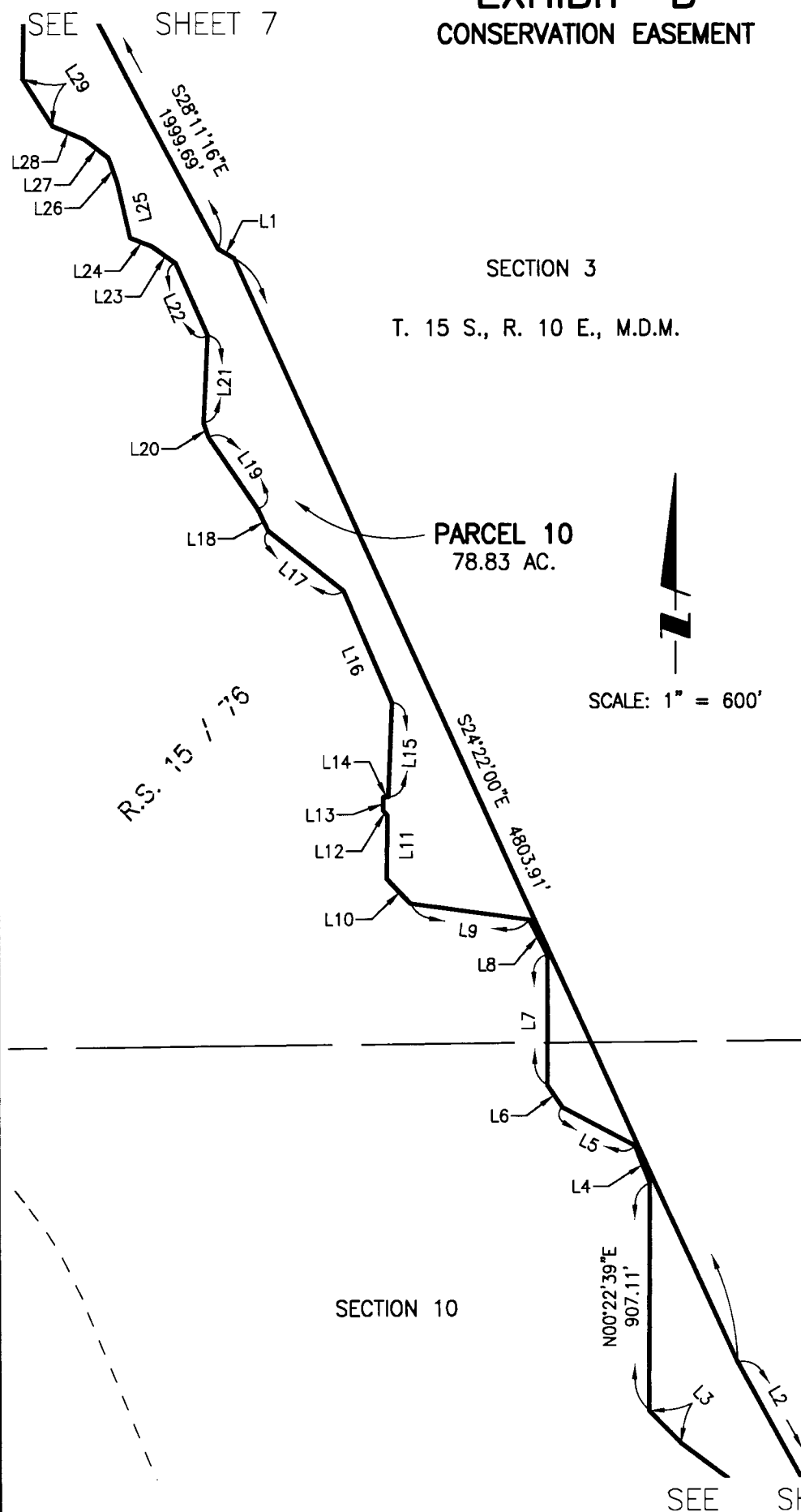
SHEET 7 OF 13



# EXHIBIT "B"

## CONSERVATION EASEMENT

SHEET 8 OF 13

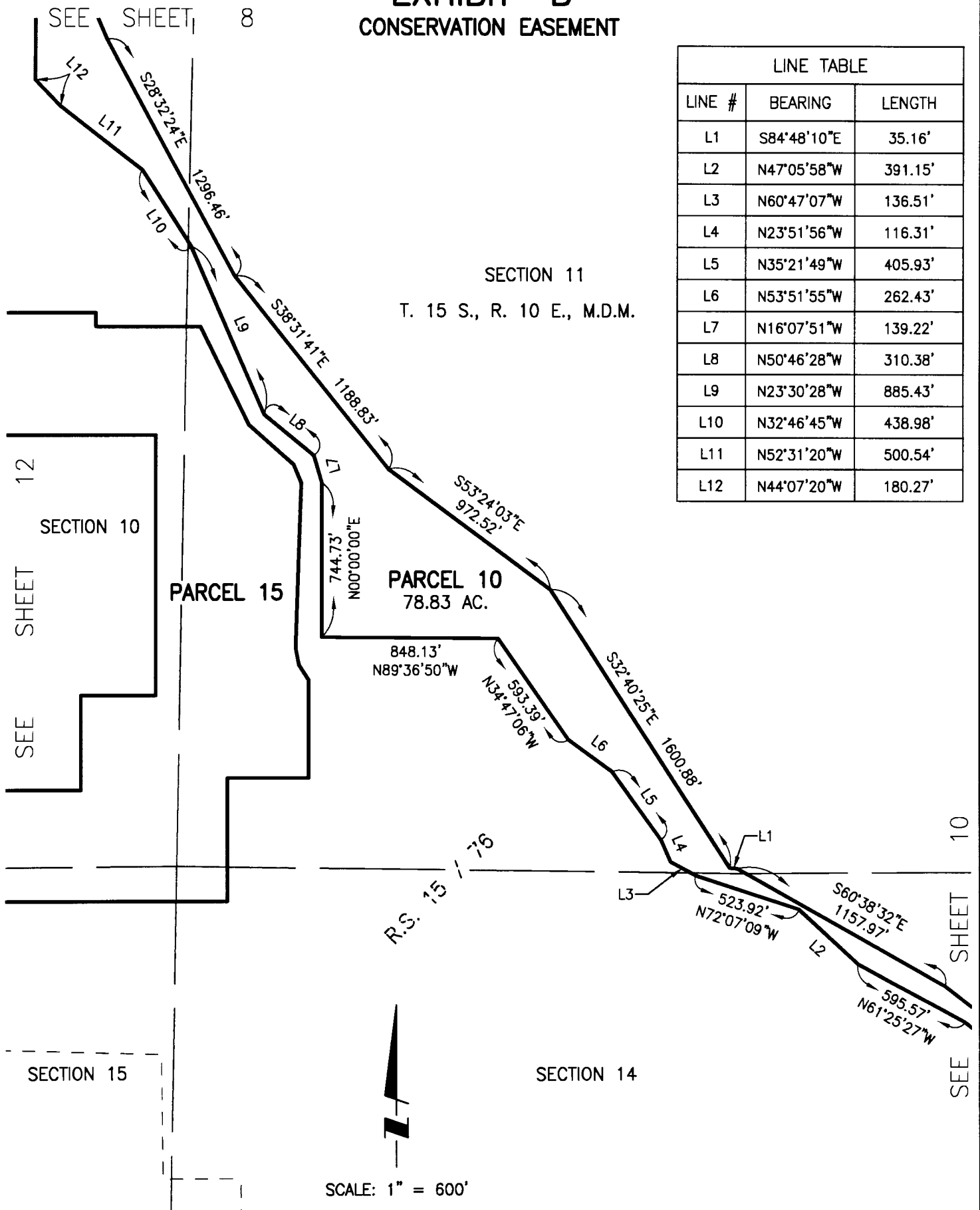


LINE TABLE		
LINE #	BEARING	LENGTH
L1	S59°13'46"E	74.75'
L2	S28°32'24"E	1296.46'
L3	N44°07'20"W	180.27'
L4	N21°07'31"W	159.51'
L5	N61°56'49"W	326.23'
L6	N32°45'39"W	103.59'
L7	N00°04'13"E	513.89'
L8	N26°41'31"W	158.25'
L9	N82°12'48"W	473.04'
L10	N43°52'29"W	134.91'
L11	N00°53'33"E	249.59'
L12	N42°24'56"W	27.44'
L13	N02°00'00"E	55.07'
L14	S87°32'41"E	19.51'
L15	N02°27'18"E	370.61'
L16	N23°17'51"W	483.65'
L17	N51°18'45"W	382.06'
L18	N26°20'58"W	95.13'
L19	N34°23'55"W	344.64'
L20	N18°26'36"W	61.22'
L21	N02°36'57"E	345.95'
L22	N24°00'25"W	311.45'
L23	N54°28'11"W	116.22'
L24	N68°41'08"W	93.96'
L25	N13°02'49"W	223.42'
L26	N19°37'38"W	105.07'
L27	N52°43'12"W	120.66'
L28	N67°43'45"W	139.34'
L29	N32°51'52"W	222.58'

# EXHIBIT "B"

## CONSERVATION EASEMENT

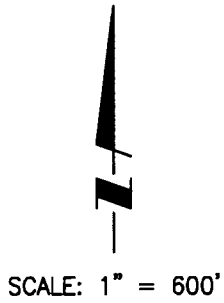
SHEET 9 OF 13



# EXHIBIT "B"

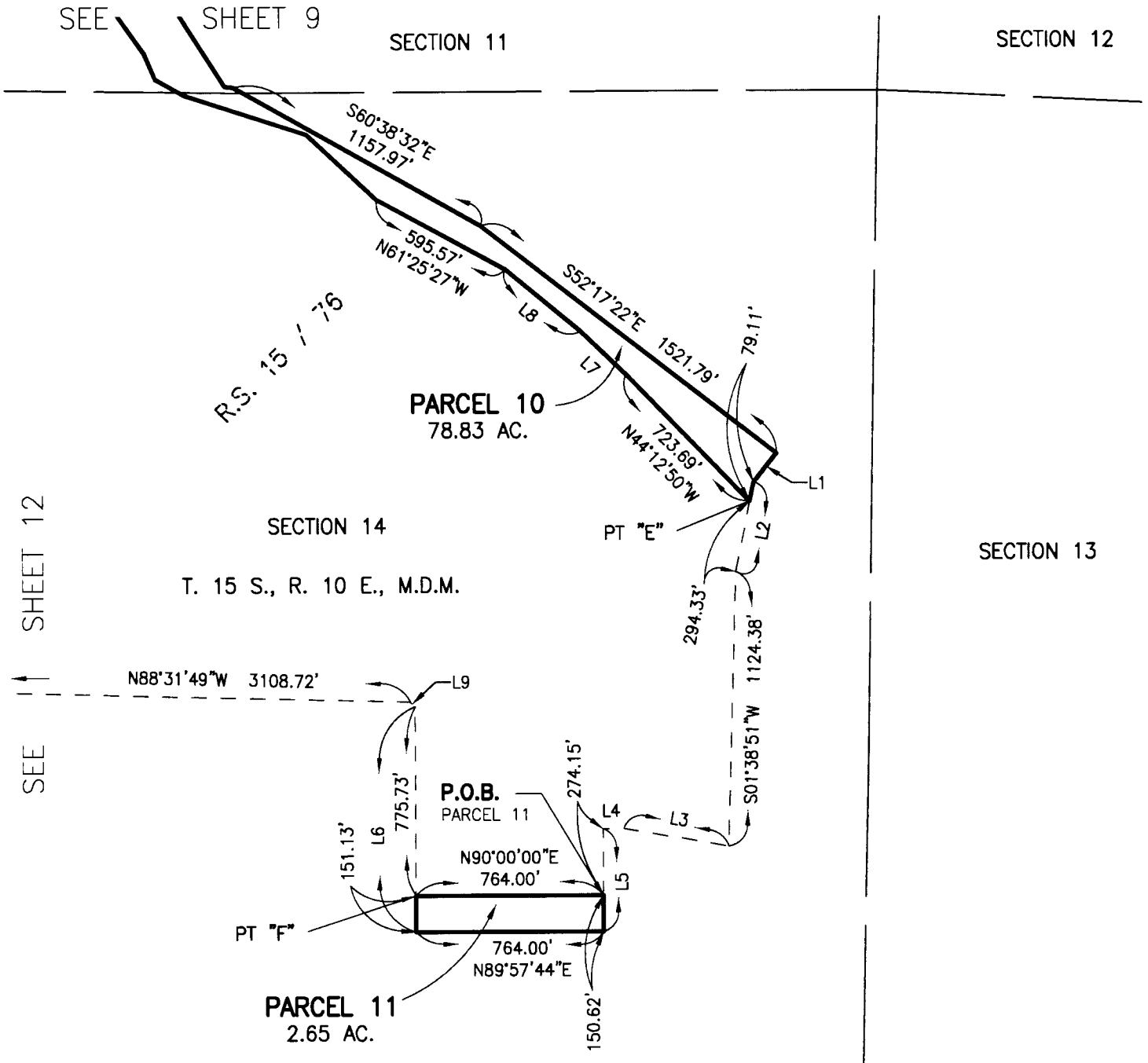
## CONSERVATION EASEMENT

SHEET 10 OF 13



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S38°44'05"W	149.45'
L2	S11°22'13"W	373.44'
L3	N80°16'05"W	433.28'
L4	S89°33'01"W	85.40'
L5	S00°05'45"E	424.77'

LINE TABLE		
LINE #	BEARING	LENGTH
L6	N00°05'45"W	926.86'
L7	N46°14'50"W	253.44'
L8	N50°32'29"W	399.54'
L9	N44°18'47"W	28.67'

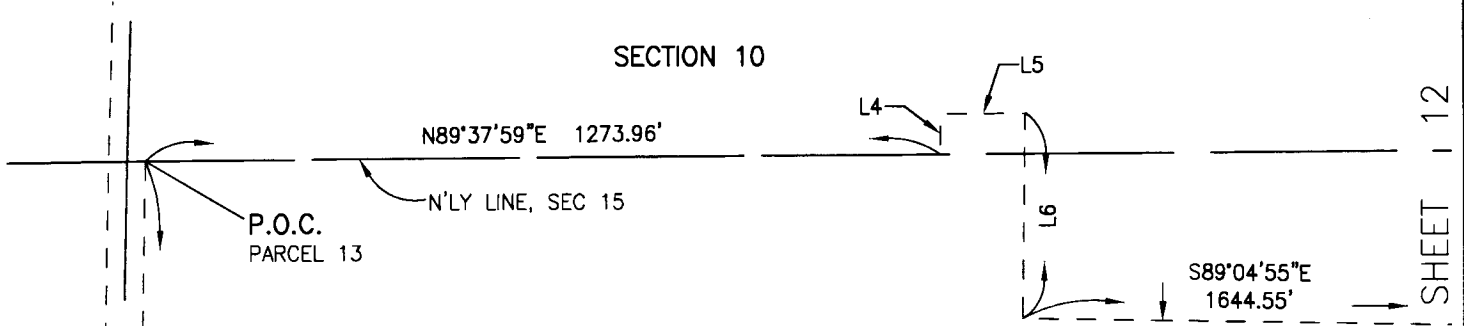


# EXHIBIT "B"

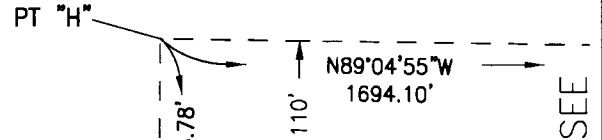
## CONSERVATION EASEMENT

SHEET 11 OF 13

SECTION 10



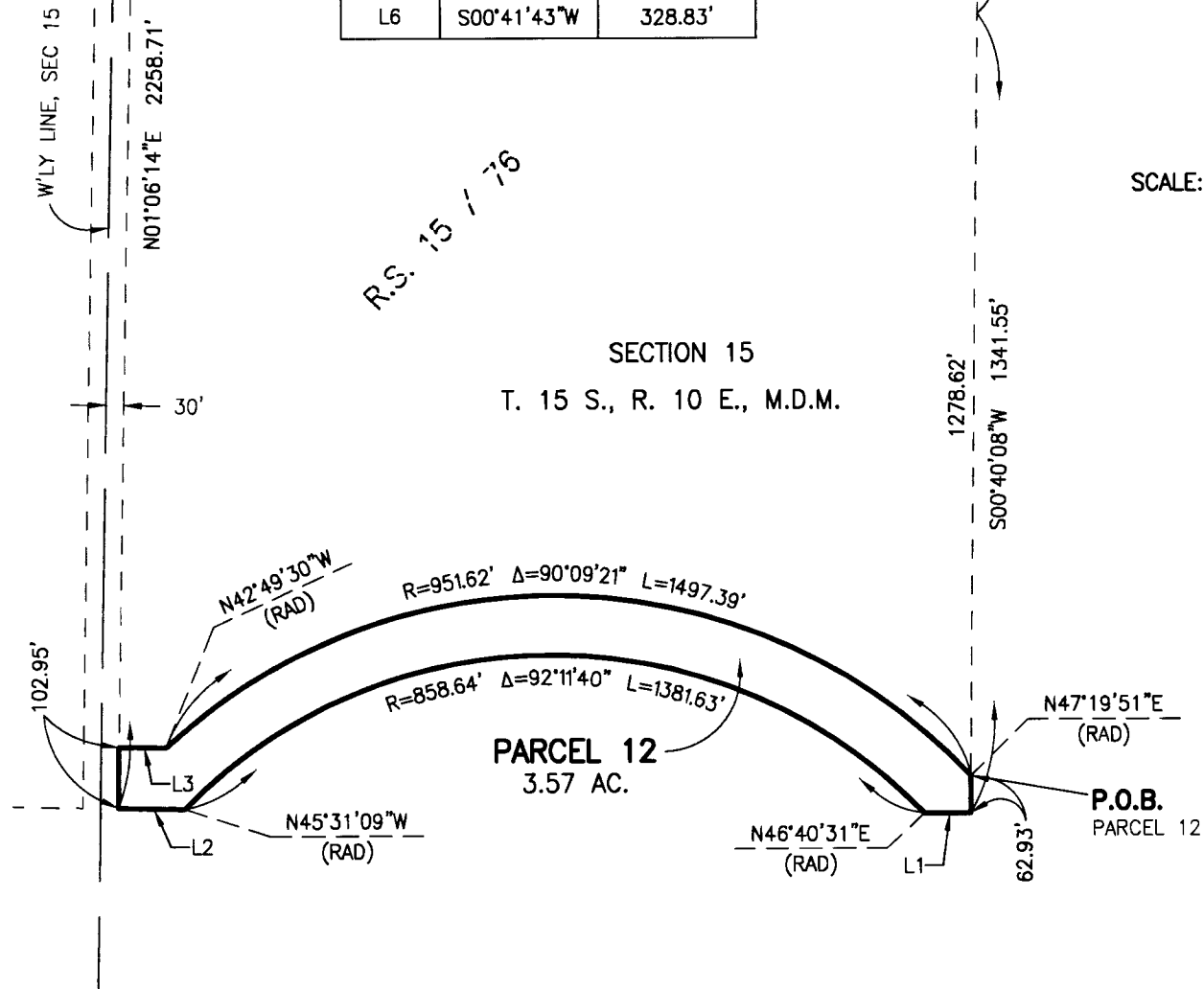
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N90°00'00"W	77.36'
L2	N88°48'41"W	111.81'
L3	S88°40'01"E	78.59'
L4	N01°09'31"E	64.89'
L5	N89°37'52"E	135.06'
L6	S00°41'43"W	328.83'



SCALE: 1" = 300'

SECTION 15

T. 15 S., R. 10 E., M.D.M.



SHEET 12 OF 13



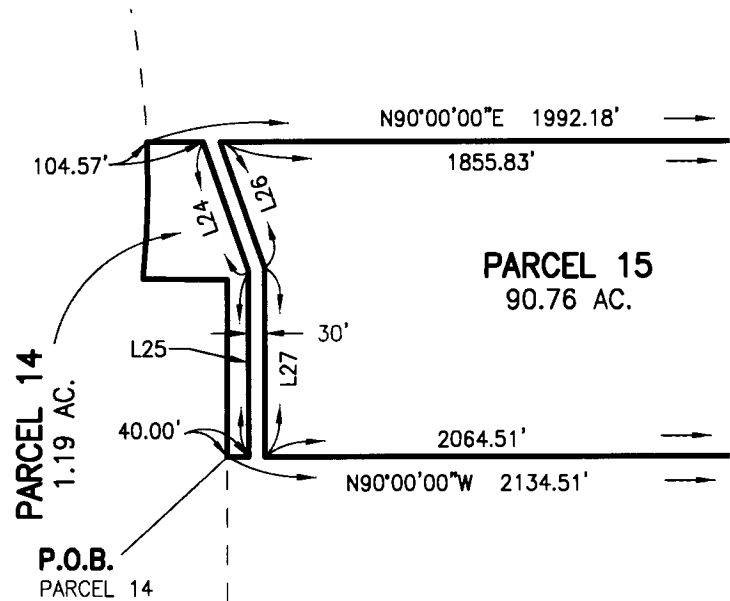
# EXHIBIT "B"

## CONSERVATION EASEMENT

SHEET 13 OF 13

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N45°08'58"W	28.36'
L2	N90°00'00"W	356.59'
L3	N24°13'25"W	66.17'
L4	N01°14'49"E	258.45'
L5	N05°41'43"W	819.73'
L6	N00°00'00"E	456.05'
L7	N90°00'00"E	362.98'
L8	N89°22'50"W	157.57'
L9	S00°00'00"E	65.71'
L10	N90°00'00"E	505.97'
L11	S26°10'54"E	530.02'
L12	S48°22'15"E	289.03'
L13	S23°11'48"E	95.85'
L14	S01°56'54"W	799.72'
L15	S12°05'22"E	82.10'
L16	S32°51'26"E	85.73'
L17	S00°02'39"W	469.97'
L18	N90°00'00"W	392.88'
L19	S00°02'01"E	595.60'
L20	S01°14'49"W	176.00'
L21	S05°41'43"E	363.51'
L22	N05°41'43"W	362.33'
L23	N01°14'49"E	177.17'
L24	S19°18'25"E	255.26'
L25	S00°04'58"W	348.61'
L26	N19°18'25"W	249.87'
L27	N00°04'58"E	353.69'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	1667.00'	008°49'23"	256.70'



**Exhibit B-3**  
Map of Parcel C



# EXHIBIT "B"

SHEET 1 OF 1

A PORTION OF SECTION 10, T. 15 S., R. 10 E., MOUNT DIABLO MERIDIAN,  
IN THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA

## CONSERVATION EASEMENT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S88°00'00"E	30.00'
L2	S01°36'30"W	658.18'
L3	N54°27'21"E	77.64'
L4	N59°30'27"E	75.84'
L5	N64°33'32"E	75.84'
L6	N69°36'38"E	75.84'
L7	N74°39'43"E	79.41'
L8	N87°29'44"W	39.26'

SECTION 4

SECTION 3

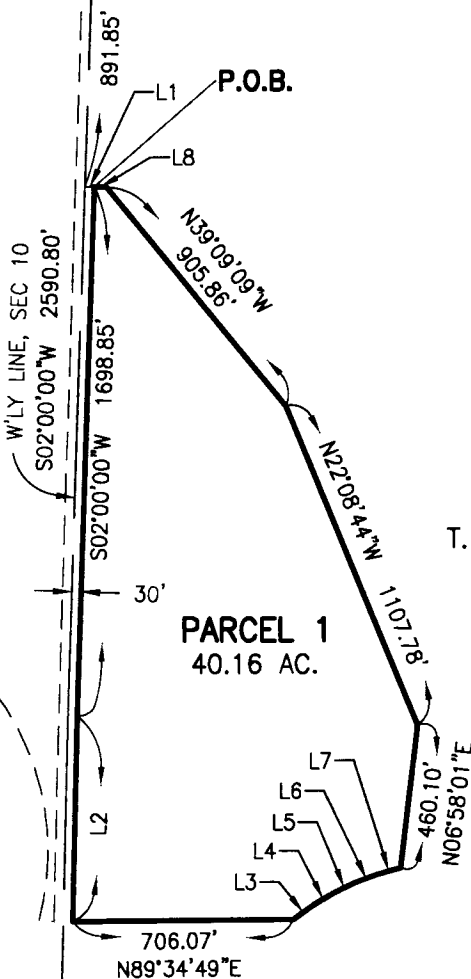
P.O.C.  
NW COR, SEC 10



SCALE: 1" = 600'

SECTION 9  
T. 15 S., R. 10 E., M.D.M.

SECTION 10  
T. 15 S., R. 10 E., M.D.M.



*Minh A. Le*

MINH A. LE, P.L.S. 8543



**Stantec**

25864-F Business Center Drive  
Redlands, CA 92374  
909-335-6116 stantec.com

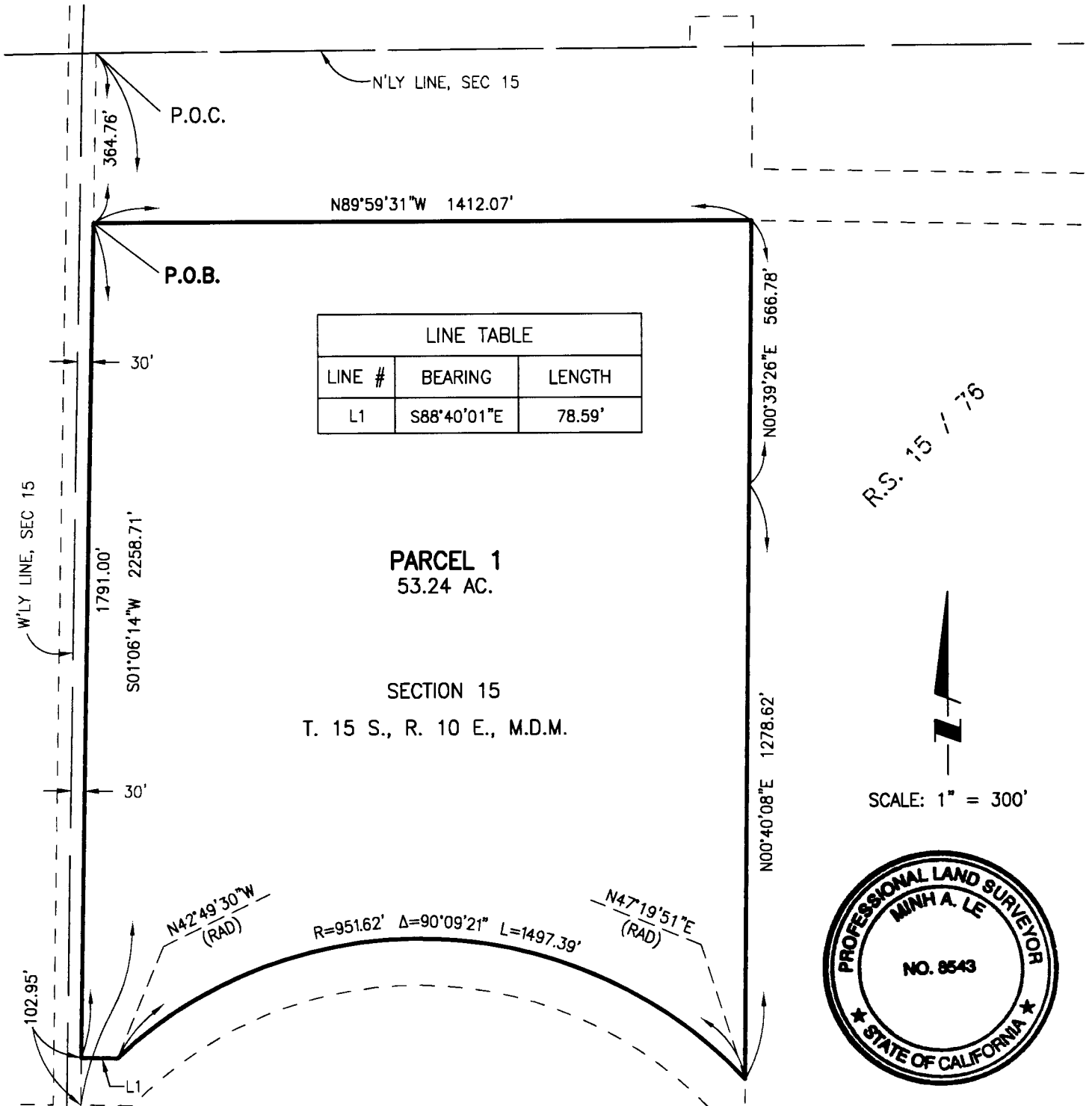
**Exhibit B-4**  
Map of Parcel D

# EXHIBIT "B"

SHEET 1 OF 1

A PORTION OF SECTION 15, T. 15 S., R. 10 E., MOUNT DIABLO MERIDIAN,  
IN THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA

## CONSERVATION EASEMENT



*Minh A. Le*  
MINH A. LE, P.L.S. 8543



**Stantec**

25864-F Business Center Drive  
Redlands, CA 92374  
909-335-6116 stantec.com

J.N. 2064 107900

DATE: 12/02/15

**Exhibit C**

Excerpts from 2015 Phase I and II ESA

## **Exhibit C**

### **Summary of Recognized and Potential Environmental Concerns within the Conservation Lands for the Panoche Valley Project**

#### **Debris Site 1**

- Debris Site 1 made up of tires and wire fencing
- Four soil samples taken upstream, midstream, and downstream.
- Sampled for<sup>1</sup>;
  - Total Petroleum Hydrocarbons (gasoline, diesel, and oil range organics)-EPA Method 8015M
  - Volatile Organic Compounds-EPA Method 8260B
  - Organochlorine Pesticides constituents- EPA Method SW846 8260B
  - Metals (CAM 17) EPA Method 6010B (Mercury by EPA 7470A)
- Sample results exceeded the California Regional Screening Levels ([CA RSL] Region 9) residential and industrial soil standards for arsenic in all samples (naturally occurring); all other sampled parameters were below industrial soil standards.

#### **Debris Site 2**

- Debris Site 2 made up of one large water cistern
- Three soil samples taken upstream, midstream, and downstream.
- Sampled for;
  - Total Petroleum Hydrocarbons (gasoline, diesel, and oil range organics)
  - Volatile Organic Compounds
  - Organochlorine Pesticides constituents
  - Metals (CAM 17)
- Sample results exceeded the CA RSL residential and industrial soil standards for arsenic in all samples (naturally occurring); all other sampled parameters were below industrial soil standards.

#### **Debris Site 3**

- Debris Site 3 made up of large water cisterns and scrap metal
- Three soil samples taken upstream, midstream, and downstream.
- Sampled for;
  - Total Petroleum Hydrocarbons (gasoline, diesel, and oil range organics)
  - Volatile Organic Compounds
  - Organochlorine Pesticides constituents
  - Metals (CAM 17)
- Sample results exceeded the CA RSL residential and industrial soil standards for arsenic in all samples (naturally occurring); all other sampled parameters were below industrial soil standards.

#### **Debris Site 4**

- Debris Site 4 made up washer machines, old cars, metal scraps, televisions, plastic materials, fencing material, and wood scraps.
- Four soil samples taken upstream, midstream, and downstream.

---

<sup>1</sup> All soil samples were analyzed using the same analytical Methods.

- Sampled for;
  - Total Petroleum Hydrocarbons (gasoline, diesel, and oil range organics)
  - Volatile Organic Compounds
  - Organochlorine Pesticides constituents
  - Metals (CAM 17)
- Sample results exceeded the CA RSL residential and industrial soil standards for arsenic in all samples (naturally occurring); all other sampled parameters were below industrial soil standards.

#### Debris Site 5

- Debris Site 5 made up of vehicle tires, metal scraps, and wood scraps.
- Three soil samples taken upstream, midstream, and downstream.
- Sampled for;
  - Total Petroleum Hydrocarbons (gasoline, diesel, and oil range organics)
  - Volatile Organic Compounds
  - Organochlorine Pesticides constituents
  - Metals (CAM 17)
- Sample results exceeded the CA RSL residential and industrial soil standards for arsenic in all samples (naturally occurring); all other sampled parameters were below industrial soil standards.

#### Debris Site 6

- Debris Site 6 made up of metal scraps, wood scraps, and home appliances.
- Six soil samples taken upstream, midstream, and downstream.
- Sampled for;
  - Total Petroleum Hydrocarbons (gasoline, diesel, and oil range organics)
  - Volatile Organic Compounds
  - Organochlorine Pesticides constituents
  - Metals (CAM 17)
- Sample results exceeded the CA RSL residential and industrial soil standards for arsenic in all samples (naturally occurring); all other sampled parameters were below industrial soil standards.

#### Debris Site 7

- Debris Site 7 made up of metal scraps, wood scraps, and home appliances.
- Three soil samples taken upstream, midstream, and downstream.
- Sampled for;
  - Total Petroleum Hydrocarbons (gasoline, diesel, and oil range organics)
  - Volatile Organic Compounds
  - Organochlorine Pesticides constituents
  - Metals (CAM 17)
- Sample results exceeded the CA RSL residential and industrial soil standards for arsenic in all samples (naturally occurring); all other sampled parameters were below industrial soil standards.

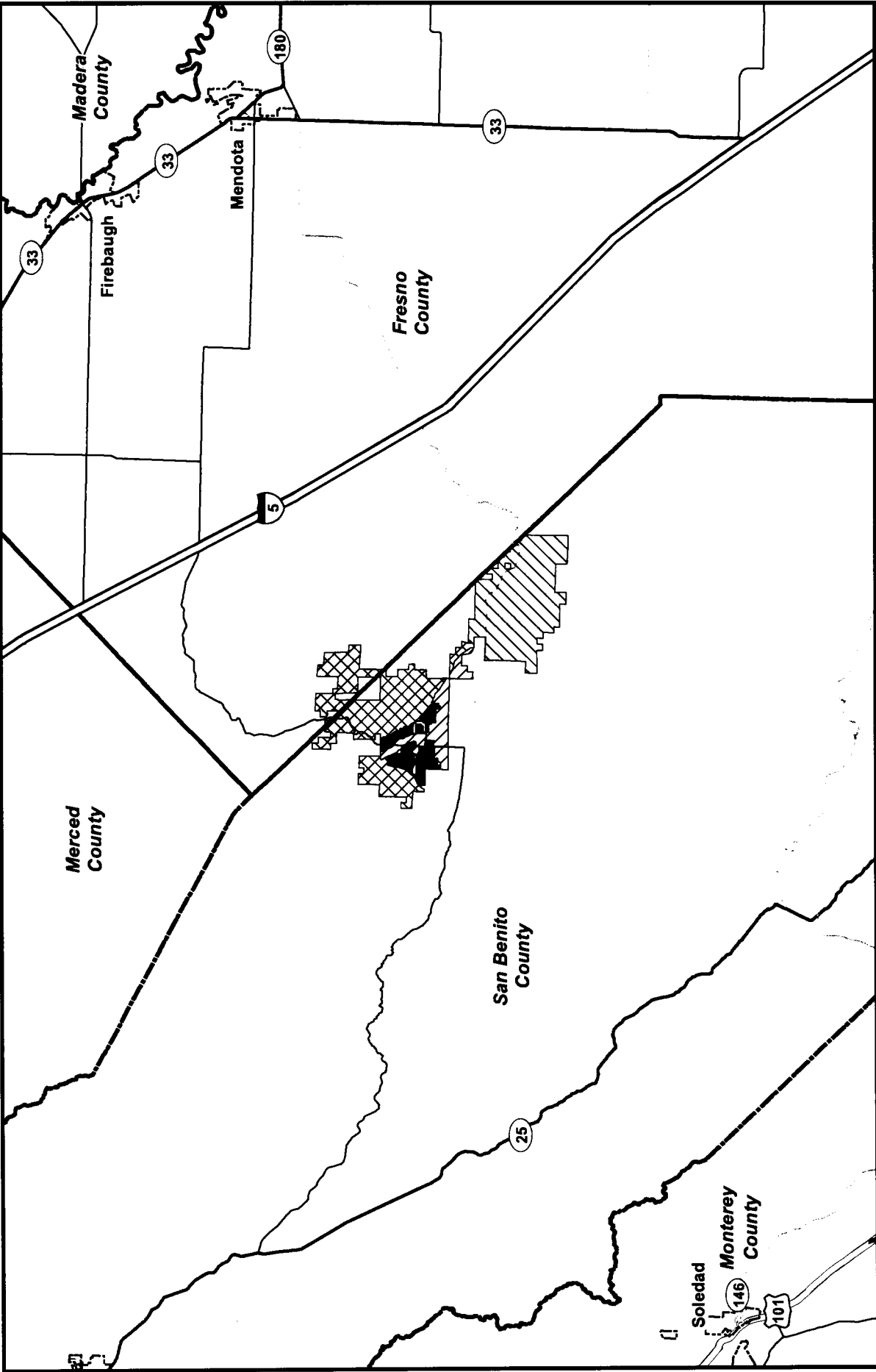
#### Valley View Mine-Mercury Sample

- Historic mercury (Hg) mine
- Three soil sample taken. Two samples taken east of the mine within the Conservation Lands, one taken south near Panoche Creek within Conservation Lands







- Sampled for;
  - Metals (CAM 17)
  - Mercury (Hg)
- Sample results exceeded CA RSL Residential and industrial soil standards for arsenic in all samples (naturally occurring)
- Hg was detected at a concentration of 135 mg/kg in sample MM-VLD-1 (directly east of mine). This sample exceeded the CA RSL residential soil standard for Hg.

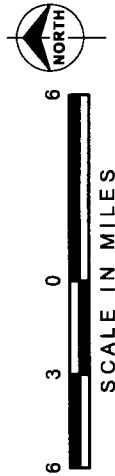
#### Bladder Tank

- Temporary Underground Storage Tank
- No visible soil staining, no odor present, no visible issues with bladder tank
- No samples taken



**LEGEND**

-  Project Site
-  County Boundary
-  Incorporated City
-  Silver Creek Ranch
-  Valadeao Ranch
-  Valley Floor



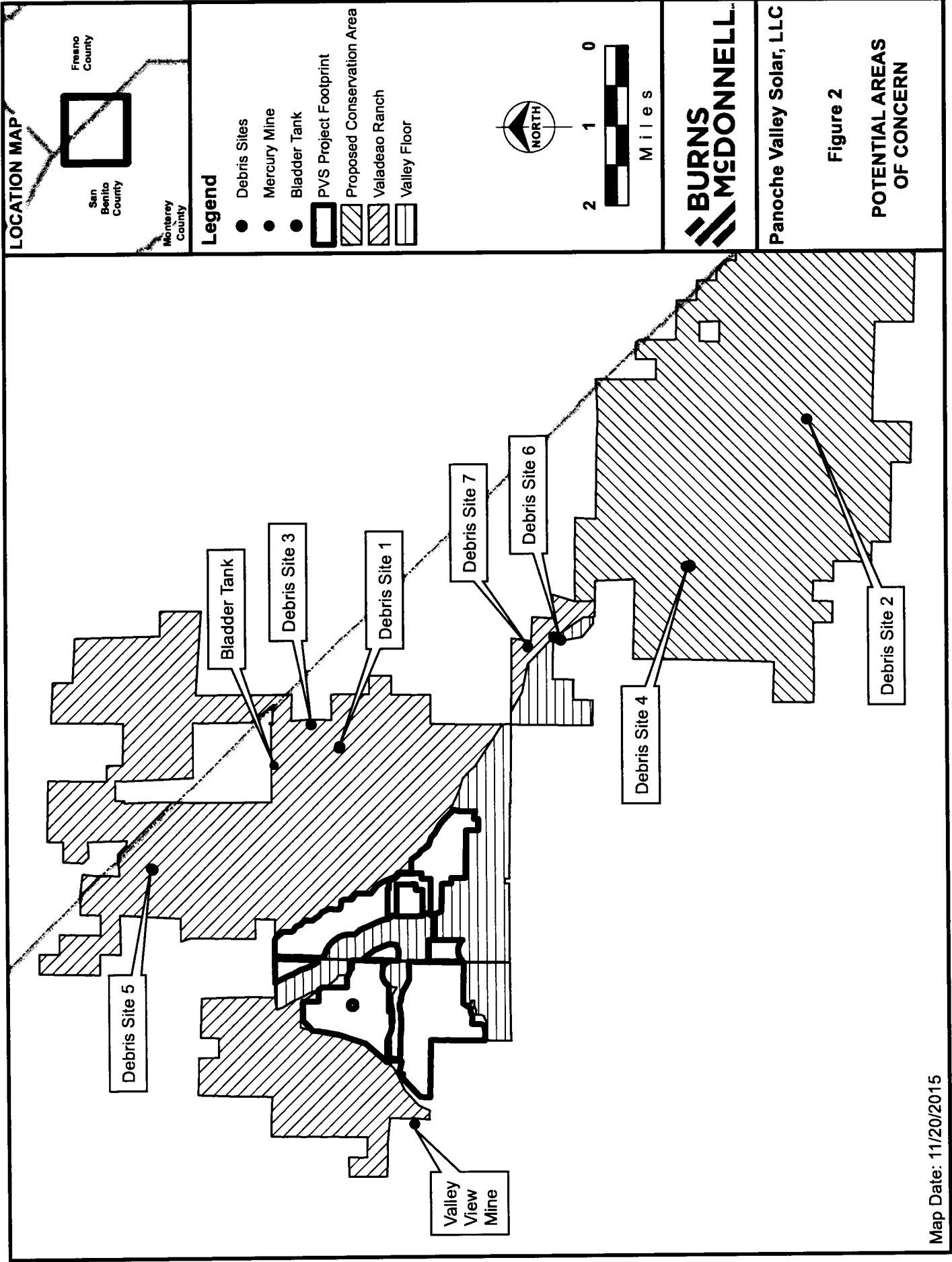
Source: ESRI and Burns & McDonnell Engineering.

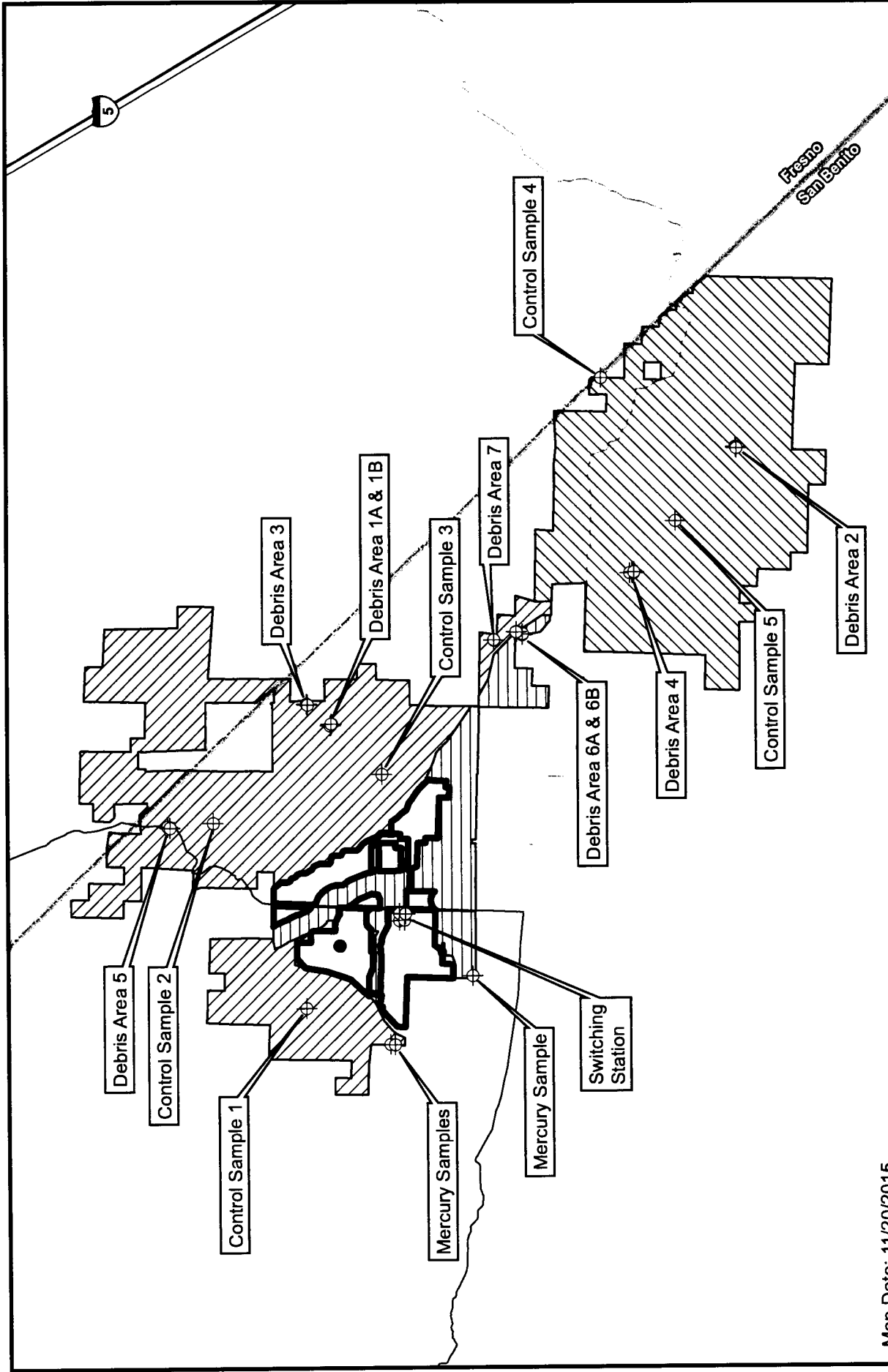
**Figure 1**

**PANOCH VALLEY  
SOLAR PROJECT  
OVERVIEW**

**BURNS  
& MCDONNELL**







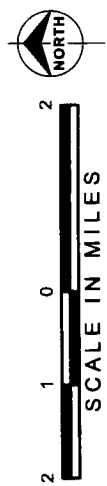
Map Date: 11/20/2015

**LEGEND**

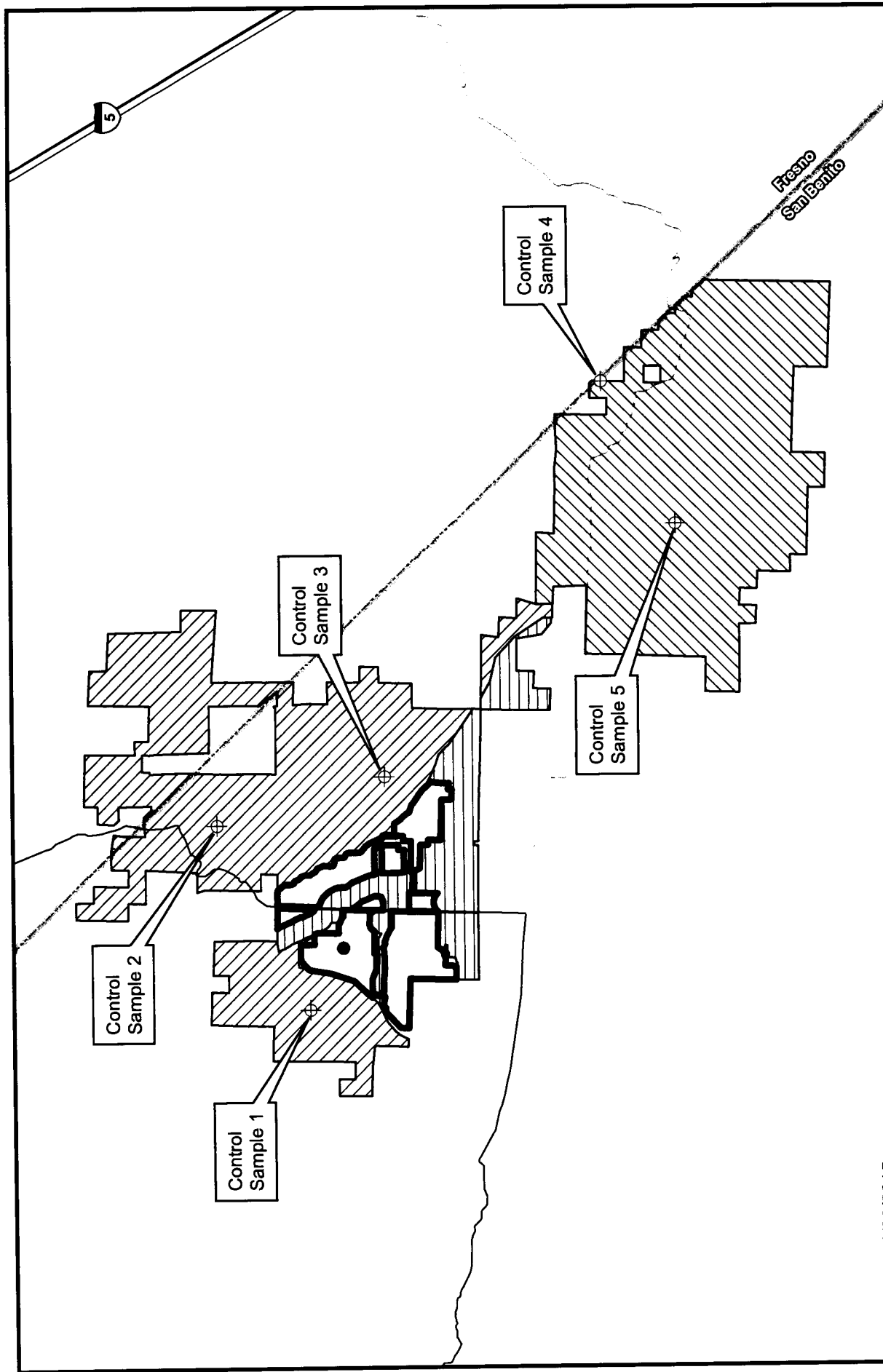
- ⊕ Actual Soil Sampling Locations
- ▨ Proposed Conservation Area
- ▨ PVS Project Footprint
- ▨ Valadeao Ranch
- ▨ Counties
- ▨ Valley Floor
- ▨ Switching Station
- ▨ Mercury Samples
- ▨ Control Sample 1
- ▨ Control Sample 2
- ▨ Control Sample 3
- ▨ Control Sample 4
- ▨ Control Sample 5
- ▨ Debris Area 1A & 1B
- ▨ Debris Area 2
- ▨ Debris Area 3
- ▨ Debris Area 4
- ▨ Debris Area 5
- ▨ Debris Area 6A & 6B
- ▨ Debris Area 7

Figure 2-1

**SOIL SAMPLING LOCATIONS OVERVIEW**



Source: ESRI and Burns & McDonnell Engineering.



**Figure 2-2  
BASELINE  
SOIL SAMPLING  
LOCATIONS**

**BURNS  
MEDONNELL**



Source: ESRI and Burns & McDonnell Engineering.

Map Date: 11/20/2015

**LEGEND**

- Actual Soil Sampling Locations
- Proposed Conservation Area
- PVS Project Footprint
- Counties
- Valadeao Ranch
- Valley Floor