

September 10, 2010

<b>DOCKET</b> <b>08-AFC-13</b>
-----------------------------------

DATE	<u>SEP 10 2010</u>
RECD.	<u>SEP 10 2010</u>

Mr. Christopher Meyer  
CEC Project Manager  
Attn: Docket No. 08-AFC-13  
California Energy Commission  
1516 Ninth Street  
Sacramento, CA 95814-5512

RE: Calico Solar (formerly Solar One) Project (08-AFC-13)  
Well Permit for Well #3  
Proof of Ownership for Well and Waterline Property  
Title Insurance for Water Rights

Dear Mr. Meyer,

As you requested, Tessera Solar hereby submits the following:

- Well Permit for Well #3
- Grant Deed for APN # 0529-28-134 and 0529-28-128
- Grant Deed for APN # 0529-28-123
- Notice of Merger for APN # 0529-28-23 & 34
- Stewart Title Insurance for water rights on subject property

I certify under penalty of perjury that the foregoing is true, correct, and complete to the best of my knowledge.

Sincerely,



Felicia L. Bellows  
Vice President of Development

SR 40331 (03-09-10)  
SR 44711 (09-09-10)

**DO NOT FILL IN**

Permit Number 2010090463

Record ID WP 6691

Expiration 03-10-11

FF \_\_\_\_\_

FA \_\_\_\_\_

SN \_\_\_\_\_

County of San Bernardino  
DEPARTMENT OF PUBLIC HEALTH  
ENVIRONMENTAL HEALTH SERVICES  
385 N. Arrowhead Ave., 2nd Floor  
San Bernardino, CA 92415-0160  
(909) 884-4056  
www.sbcounty.gov/dehs

**WELL PERMIT**  
(Please Print)  
WELL # 3

**DO NOT FILL IN**

Date 09-09-10

Amount \$ 314

Check # 1854

Receipt Number 87889

Paid by IM JAMES ENT.

City Code 73

1. OWNER: Name JEROME VOIGHT SOLE BENEFICIARY  
KENNETH DEANS

Site Address \_\_\_\_\_

City NEW BERRY SPRINGS Zip \_\_\_\_\_

Mailing Address W8848 STONEY BROOK RD

City WATERLOO, WI Zip 53594

Telephone Number (920) 478-3733

Items 6 through 9 to be estimated for new wells, exact for all other wells

5. ANNULAR SEAL: Seal Depth 20 ft.

Furnished by:  Owner  Contractor

Driven Conductor Dia. 16 in., Wall (Gage) .250

Sealing Material CONCRETE, Thickness 6 in.

2. WELL DRILLER: WDC

Business Name \_\_\_\_\_

NOV 2010 UNK

Start Date Completion Date

6. DEPTH OF WELL (feet):  
Proposed 1200 Existing \_\_\_\_\_

DIAMETER OF BORE (in.): 12

3. INTENDED WELL USE (check):

Agricultural  Horizontal  Test

Cathodic  Monitoring/Observation  Dairy

Ind/Domestic  Community/PWS/City  Other

7. CASING INSTALLED:

Steel  Plastic  Other

From (ft.)	To (ft.)	Dia. (in.)	Wall (Gage)
<u>0</u>	<u>1200</u>	<u>6</u>	<u>.250</u>

Gravel Pack:  Yes  No

From 20 to 1200 ft.

4. TYPE OF WORK (check):

New  Reconstruction  Destruction

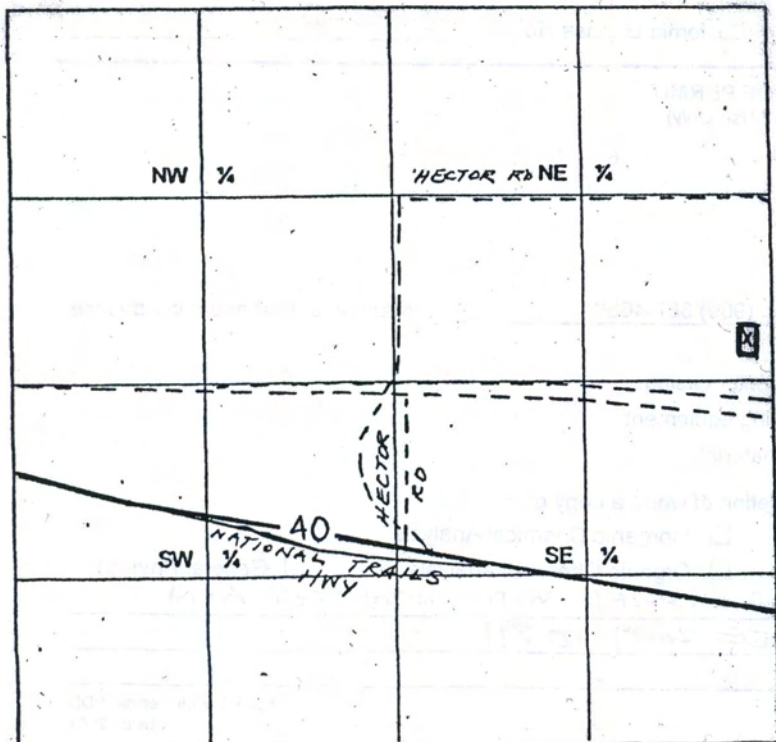
8. PERFORATIONS (if applicable):

From \_\_\_\_\_ to \_\_\_\_\_ ft. SEE WCR

Pumping rate (gpm) \_\_\_\_\_

9. SEALED ZONES (if applicable):

From \_\_\_\_\_ to \_\_\_\_\_ ft. SEE WCR



10. LOCATION INFORMATION TG 350 A10

(a) TOWNSHIP:  
Tier 8 N1S Range 5 E1W Section 1

(b) Assessor's Parcel No. 0529-281-34

(c) Latitude and Longitude  
Lat: 34 ° 48.33 ' 2547 " N1S

Long: 116 ° 24.08 ' 0054 " W1

(d) Solid or Liquid Disposal Site within Two Miles  
 Yes  No

Location \_\_\_\_\_

**DO NOT FILL IN**

Seal \_\_\_\_\_

Cap \_\_\_\_\_

Check Valve \_\_\_\_\_

Electricals \_\_\_\_\_

Stab \_\_\_\_\_

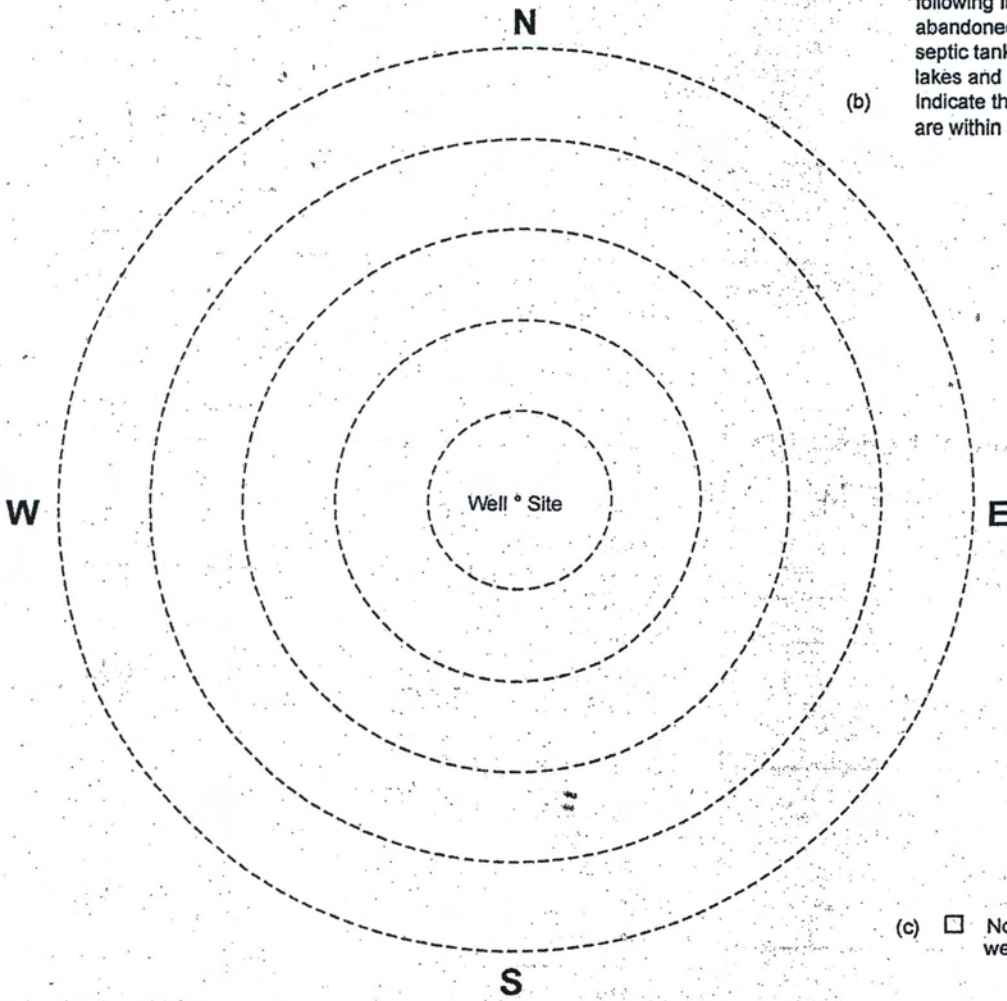
Tag \_\_\_\_\_

Building & Safety Notified \_\_\_\_\_

Assessor's Parcel No. 0529-281-3A

11. PLOT PLAN:

- (a) In perspective to the well site, sketch and label the following items: well lot property lines, other wells (include abandoned wells), sewage disposal systems (sewers, septic tanks, leaching fields, seepage pits, cesspools), lakes and ponds, watercourses and animals or fowl kept.
- (b) Indicate the distance, in feet, of any of the following which are within 500 ft. of the well site:



- Other \_\_\_\_\_
- Sewers \_\_\_\_\_
- Septic tanks \_\_\_\_\_
- Leaching fields \_\_\_\_\_
- Seepage pits \_\_\_\_\_
- Cesspools \_\_\_\_\_
- Lakes and ponds \_\_\_\_\_
- Watercourses \_\_\_\_\_
- Animal or fowl kept \_\_\_\_\_

(c)  None of the above are within 500 feet of the well site.

Scale: 1/4 inch = 100 feet

12. I have read this application and agree to comply with all laws regulating the type of work being performed

C-57 Contractor's Signature [Signature] Date 9-10-2010  
 County Registration No. 096 California License No. 283326

DISPOSITION OF PERMIT  
(For Department Use Only)

- Sent to Water Agency for review.
- Water Agency conditions or recommendations attached.
- Denied
- Approved subject to the following:

A.  Notify the Department, Safe Drinking Water Program, (909) 387-4666, twenty-four (24) hours in advance to make an inspection of the following operations:

- Prior to sealing of the annular space or filling of the conductor casing.
- After installation of the surface protective slab and pumping equipment.
- During destruction of wells, prior to pouring the sealing material.

B.  Submit to the Department, within thirty (30) days after completion of work, a copy of:

- Water Well Driller's Report
- Bacterial Analysis
- Inorganic Chemical Analysis
- Radiological Analysis
- General Mineral
- Organic Chemical analysis
- General Physical

Comments SEE COMMENTS ON 2010030152 - ISSUED WITH INCORRECT APN ENDING IN 28 - CORRECT ENDING IS 3A - SEE 2009110711

*\*AMENDED TO COMMUNITY WELL 9-9-2010 TH Janelle*

*R 40331*

**DO NOT FILL IN**

Permit Number 2010030152

Record ID WP 6380

Expiration 09-09-10

FF \_\_\_\_\_

FA \_\_\_\_\_

SN \_\_\_\_\_

County of San Bernardino  
 DEPARTMENT OF PUBLIC HEALTH  
 ENVIRONMENTAL HEALTH SERVICES  
 385 N. Arrowhead Ave., 2nd Floor  
 San Bernardino, CA 92415-0160  
 (909) 884-4056  
 www.sbcounty.gov/dehs

**DO NOT FILL IN**

Date 03-09-10

Amount \$ 256-

Check # 272

Receipt Number 83511

Paid by Jorge or Lisa Espinosa

City Code 73

**WELL PERMIT**  
 (Please Print)

*\*AMENDMENTS APPLY TO 2010090463*

1. OWNER: Name JEROME VOUGHT SOLE BENEFICIARY  
KENNETH DEANS

Site Address \_\_\_\_\_

City Newberry Springs Zip \_\_\_\_\_

Mailing Address W8848 STONEY BROOK RD.

City WATERLOO, WI Zip 53594

Telephone Number (920) 478-3733

Items 6 through 9 to be estimated for new wells, exact for all other wells

5. ANNULAR SEAL: Seal Depth 20 ft.

Furnished by:  Owner  Contractor

Driven Conductor Dia. 16 in., Wall (Gage) 0.250

Sealing Material CONCRETE, Thickness 6 in.

6. DEPTH OF WELL (feet):  
 Proposed 1200 Existing \_\_\_\_\_

DIAMETER OF BORE (in.): 12

7. CASING INSTALLED:

Steel  Plastic  Other

From (ft.)	To (ft.)	Dia. (in.)	Wall (Gage)
<u>0</u>	<u>1200</u>	<u>6</u>	<u>0.250</u>

Gravel Pack:  Yes  No

From 20 to 1200 ft.

8. PERFORATIONS (if applicable):  
 From \_\_\_\_\_ to \_\_\_\_\_ ft. SEE WCR

Pumping rate (gpm) \_\_\_\_\_

9. SEALED ZONES (if applicable):  
 From \_\_\_\_\_ to \_\_\_\_\_ ft. SEE WCR

2. WELL DRILLER: WATER DEVELOPMENT CORPORATION  
 Business Name

3/09/2010 Start Date 4/30/2010 Completion Date

3. INTENDED WELL USE (check):

Agricultural  Horizontal  Test

Cathodic  Monitoring/Observation  Dairy

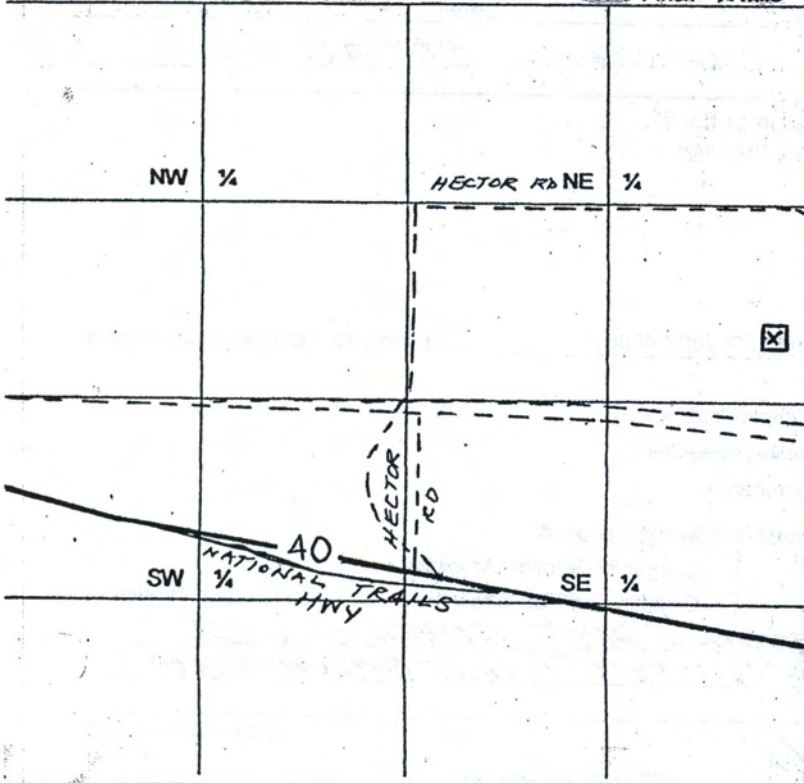
Ind/Domestic  Community/PWS/City  Other

4. TYPE OF WORK (check):

New  Reconstruction  Destruction

**SECTION MAP - DO NOT FILL IN**

Scale 1 inch = 1/4 mile



10. LOCATION INFORMATION TG 350 A10

(a) TOWNSHIP:  
 Tier 8 N/S Range 5 E/W Section 1

(b) Assessor's Parcel No. 0529-281-28

(c) Latitude and Longitude  
 Lat: 34 °, 48.39 ', 799.92 " N/S  
 Long: 116 °, 24.09 ', 381.33 " N/S

(d) Solid or Liquid Disposal Site within Two Miles  
 Yes  No

Location \_\_\_\_\_

**DO NOT FILL IN**

Seal \_\_\_\_\_

Cap \_\_\_\_\_

Check Valve \_\_\_\_\_

Electricals \_\_\_\_\_

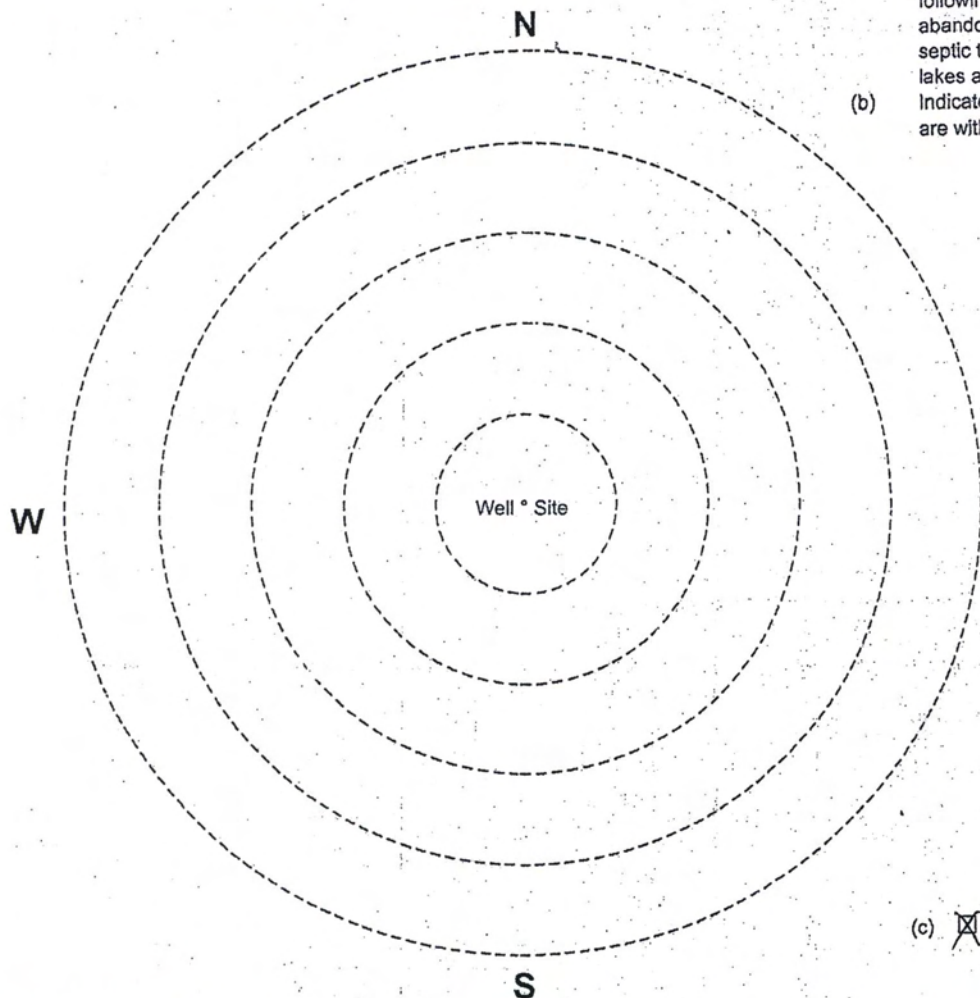
Stab \_\_\_\_\_

Tag \_\_\_\_\_

Building & Safety Notified \_\_\_\_\_

Assessor's Parcel No. 0529-281-28

11. PLOT PLAN:



- (a) In perspective to the well site, sketch and label the following items: well lot property lines, other wells (incl. abandoned wells), sewage disposal systems (sewers, septic tanks, leaching fields, seepage pits, cesspools), lakes and ponds, watercourses and animals or fowl kept.
- (b) Indicate the distance, in feet, of any of the following which are within 500 ft. of the well site:

- Other \_\_\_\_\_
- Sewers \_\_\_\_\_
- Septic tanks \_\_\_\_\_
- Leaching fields \_\_\_\_\_
- Seepage pits \_\_\_\_\_
- Cesspools \_\_\_\_\_
- Lakes and ponds \_\_\_\_\_
- Watercourses \_\_\_\_\_
- Animal or fowl kept \_\_\_\_\_

(c)  None of the above are within 500 feet of the well site.

Scale: 1/2 inch = 100 feet

12. I have read this application and agree to comply with all laws regulating the type of work being performed

C-57 Contractor's Signature William C. [Signature] Date 3-10-2010

County Registration No. 96 California License No. 283326

DISPOSITION OF PERMIT  
(For Department Use Only)

- Sent to Water Agency for review.
- Water Agency conditions or recommendations attached.
- Denied
- Approved subject to the following:

A.  Notify the Department, Safe Drinking Water Program, (909) 387-4666, twenty-four (24) hours in advance to make an inspection of the following operations:

- Prior to sealing of the annular space or filling of the conductor casing.
- After installation of the surface protective slab and ~~pumping equipment~~.
- During destruction of wells, prior to pouring the sealing material.

B.  Submit to the Department, within thirty (30) days after completion of work, a copy of:

- Water Well Driller's Report
- Bacterial Analysis
- Inorganic Chemical Analysis
- Radiological Analysis
- General Mineral
- Organic Chemical analysis
- General Physical

\* Comments RECEIVED LETTER FROM PLANNING DEPT STATING WELL MEETS THE REQUIREMENTS OF THE COUNTY'S 'DESERT GROUNDWATER MANAGEMENT ACT'

Michael J. [Signature]  
ACTING PROGRAM MANAGER

ONTARIO VICTORVILLE  
 SAN BERNARDINO

County of San Bernardino  
 DEPARTMENT OF PUBLIC HEALTH  
 ENVIRONMENTAL HEALTH SERVICES  
 RECEIPT FOR SERVICES

RECEIPT #  
**87889**

DATE 9/19/2010 SUPERVISORIAL DISTRICT (circle one) 1 2 3 4 5

RECEIVED BY SA  
 RECEIVED FROM Tim James Enterprises LLC  
 ADDRESS PO Box 454  
Strudanda, Ca 91739  
 CITY ST ZIP

PAID BY  
 CASH \$  
 CHECK # 1854 \$ 214.80  
 TOTAL \$ 314.80

DESCRIPTION	FACILITY NO	CITY CODE	QTY	P/E	SR#	PROGRAM	REVENUE	AMOUNT
<u>Well Construction Upgrade 0529-281-38</u>								
<u>Owner Calico Solar LLC - Balance on R# 83511</u>								
	<u>71</u>		<u>1</u>	<u>4519</u>	<u>49911</u>	<u>5500</u>	<u>9800</u>	<u>314.80</u>
<b>TOTAL \$</b>								<u>314.80</u>

510123 Receipt for Services, INDD  
 01-16858-611 Rev. 9/05  
 5100.008.H62

DISTRIBUTION: Write - Customer    Canary - FAS    Green - FAS    Pink - Office



**San Bernardino County Department of Public Health  
DIVISION OF ENVIRONMENTAL HEALTH SERVICES  
385 North Arrowhead Avenue, San Bernardino, CA 92415-0160**

WP 6144

SR 38349/50

**DO NOT FILL IN**

Permit Number 2009110711

Expiration 05-20-10

FF \_\_\_\_\_

FA \_\_\_\_\_

SN \_\_\_\_\_

**WELL PERMIT  
(Please Print)**

**DO NOT FILL IN**

Date 11-20-09

Amount \$ 256-185-

Receipt Number 81619

Paid by MID STATE PUMP & DRILLING  
CITY 73 CK 1232

1. OWNER: Name JEROME VOIGHT SOLE BENEFICIARY  
KENNETH DEANS  
Mailing Address W 8848 STONEY BROOK RD  
City WATERLOO, W.V. Zip 53594  
Site Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone Number (920) 478-3733

Items 6 through 9 to be estimated for new wells, exact for all other wells

5. ANNUAL SEAL: Seal Depth 20 ft  
Furnished by:  Owner  Contractor  
 Driven Conductor Dia. 16 in., Wall (Gage) .25  
 Sealing Material concrete Thickness 6 in.

2. WELL DRILLER: Mid State Pump & Drilling  
12/1/09 1/30/10  
Start Date Completion Date

6. DEPTH OF WELL (feet):  
Proposed 300 Existing \_\_\_\_\_  
DIAMETER OF BORE (in.): 12

3. WELL USE (check):  
 Agricultural  Horizontal  Test  
 Cathodic  Monitoring/Observation  Dairy  
 Ind/Domestic  Community/PWS/City  Other

7. CASING INSTALLED:  
 Steel  Plastic  Other

From (ft.)	To (ft.)	Dia. (in.)	Wall (Gage)
<u>0</u>	<u>300</u>	<u>8</u>	<u>.250</u>

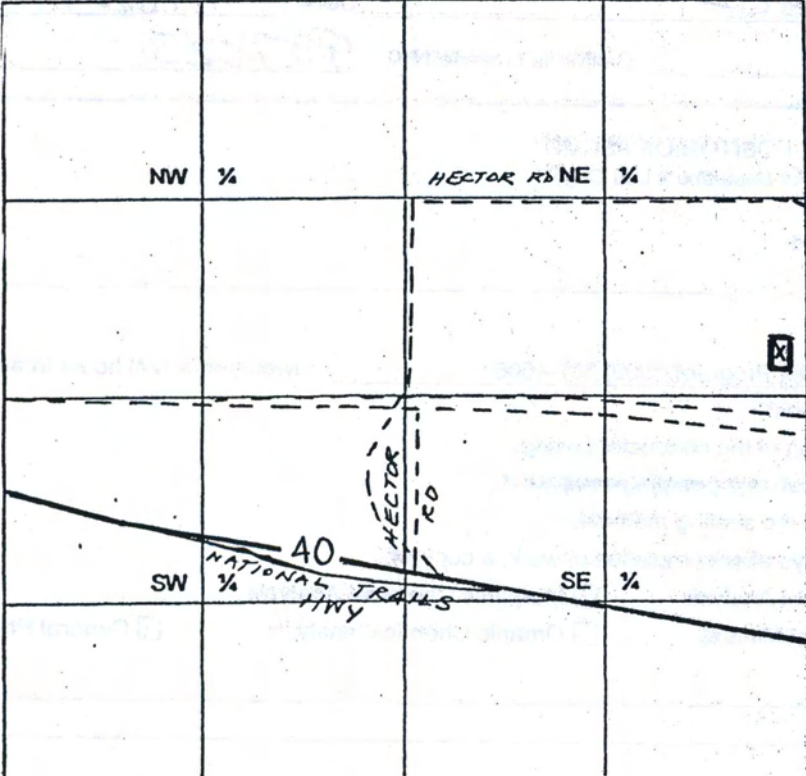
Gravel Pack:  Yes  No  
From 20 to 300 ft.

4. TYPE OF WORK (check):  
 New  Reconstruction  Destruction

8. PERFORATIONS (if applicable):  
From \_\_\_\_\_ to \_\_\_\_\_ ft.  
SEE WCR

9. SEALED ZONES (if applicable):  
From \_\_\_\_\_ to \_\_\_\_\_ ft. SEE WCR

**SECTION MAP - DO NOT FILL IN** Scale 1 inch = 1/4 mile



10. LOCATION INFORMATION TG 350 A 10

(a) TOWNSHIP:  
Tier 8 (N)S Range 5 (E)W Section 1

(b) Assessor's Parcel No. 0529-281-34

(c) Latitude and Longitude  
Lat: 34 ° 48.93 ' 25471 (N)  
Long: 116 ° 24.08 ' 00154 (E)

(d) Solid or Liquid Disposal Site within Two Miles  
 Yes  No  
Location \_\_\_\_\_

**DO NOT FILL IN**

Seal \_\_\_\_\_

Cap \_\_\_\_\_

Check Valve \_\_\_\_\_

Electricals \_\_\_\_\_

Stab \_\_\_\_\_

Tag \_\_\_\_\_

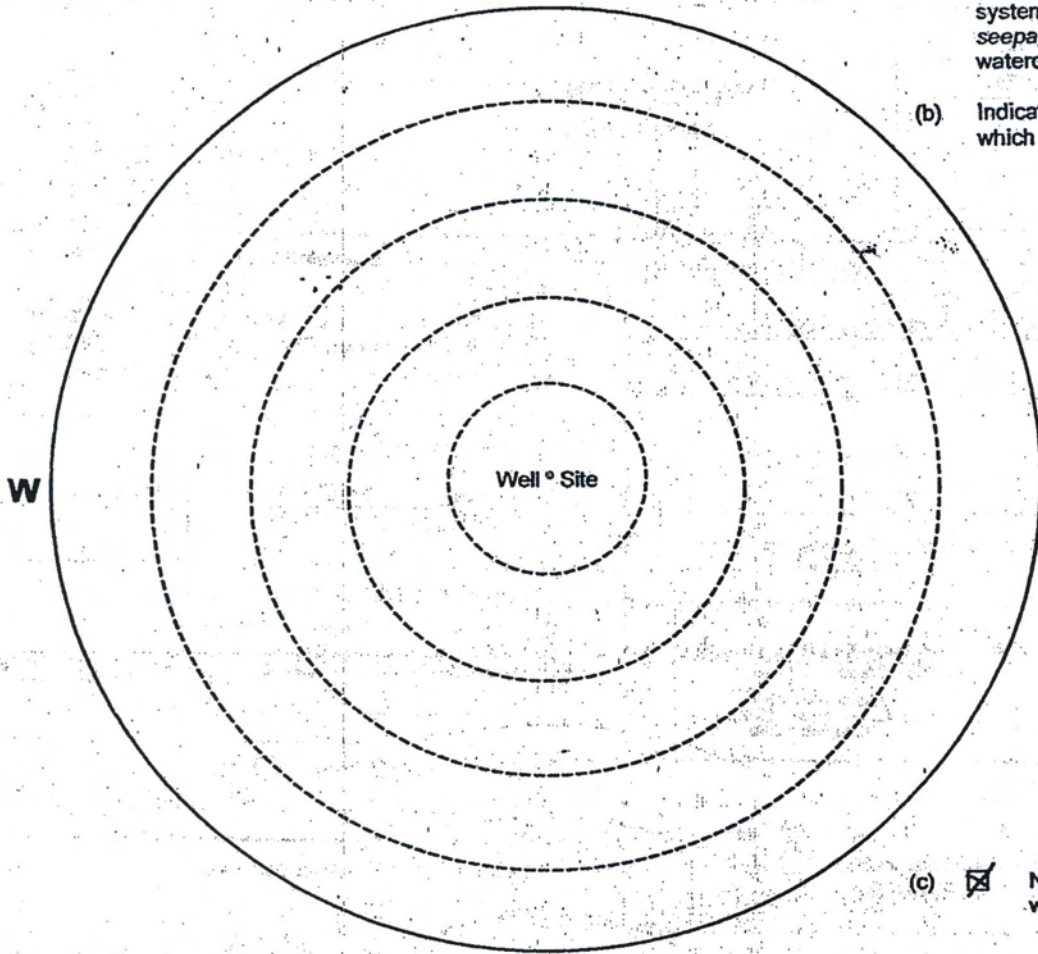
Building & Safety Notified \_\_\_\_\_



Assessor's Parcel No. 052A-281-34-0000

11. PLOT PLAN:

- (a) In perspective to the well site, sketch and label following items: well lot property lines, other wells (include abandoned wells), sewage disposal systems (sewers, septic tanks, leaching fields, seepage pits, cesspools), lakes and ponds, watercourses and animals or fowl kept.
- (b) Indicate the distance, in feet, of any of the following which are within 500 ft. of the well site:



- Other \_\_\_\_\_
- Sewers \_\_\_\_\_
- Septic tanks \_\_\_\_\_
- Leaching fields \_\_\_\_\_
- Seepage pits \_\_\_\_\_
- Cesspools \_\_\_\_\_
- Lakes and ponds \_\_\_\_\_
- Watercourses \_\_\_\_\_
- Animal or fowl kept \_\_\_\_\_

(c)  None of the above are within 500 feet of well site.

Scale: 1/2 inch = 100 feet

12. I have read this application and agree to comply with all laws regulating the type of work being performed.

C-57 Contractor's Signature

*[Handwritten Signature]*

Date

11/18/09

County Registration No.

322

California License No.

937025

DISPOSITION OF PERMIT  
(For Department Use Only)

- Sent to Water Agency for review.
- Water Agency conditions or recommendations attached.
- Denied

Approved subject to the following:

A.  Notify the Department, Safe Drinking Water Program, (909) 387-4666, twenty-four (24) hours in advance to make an inspection of the following operations:

- Prior to sealing of the annular space or filling of the conductor casing.
- After installation of the surface protective slab ~~and pumping equipment.~~
- During destruction of wells, prior to pouring the sealing material.

B.  Submit to the Department, within thirty (30) days after completion of work, a copy of:

- Water Well Driller's Report
- Bacterial Analysis
- Inorganic Chemical Analysis
- Radiological Analysis
- General Mineral
- Organic Chemical analysis
- General Physical

Comments \_\_\_\_\_



LARRY WALKER  
Auditor/Controller - Recorder  
866 Orange Coast Title Co.

RECORDING REQUESTED BY  
Orange Coast Title Company-Builder Services  
Title Order No. 140-1160211-32  
Escrow No.: 1160211-AR

Doc #: 2010-0239987

Titles:	1	Pages:	2
Fees		22.00	
Taxes		8.25	
Other		.00	
PAID		30.25	



MAIL TAX STATEMENTS TO:  
WHEN RECORDED MAIL TO:  
CALICO SOLAR LLC, a Delaware  
Limited Liability Company  
4800 North Scottsdale Road #5500  
Scottsdale, AZ 85251

140-1160211-32

Space above this line for Recorder's Use

GRANT DEED

- Documentary Transfer Tax is: \$ 8.25
- unincorporated area  City of San Bernardino
  - Parcel Nos. 0529-281-28, 0529-281-34
  - computed on full value of interest or property conveyed, or
  - computed on full value of liens or encumbrances remaining at time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KENNETH C. DEANS and SHIRLEY A. DEANS, does hereby GRANT to CALICO SOLAR LLC, a Delaware Limited Liability Company, all that real property situated in the City of San Bernardino, County of San Bernardino, State of California, which is described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"), together with (i) all rights, privileges, and easements appurtenant to the Property, including all surface and sub-surface water rights, mineral rights, rights-of-way, easements, roadways, reservations and reversions or other appurtenances used in connection with the beneficial use of the Land; and (ii) any existing rights, privileges and easements which are personal to the grantors and used in connection with the beneficial use of the Property, including all appropriative water rights, easements in gross and rights of way.

DATED: May 28, 2010.

\_\_\_\_\_

KENNETH C. DEANS

\_\_\_\_\_

SHIRLEY A DEANS

Mail tax statements  
TO ABOVE:

Share A. Muen 6-11-2010  
Jefferson County, WI  
Notary Expires January 22, 2012

SHIRLEY A. DEANS

NOTARY ACKNOWLEDGEMENTS ATTACHED  
MAIL TAX STATEMENTS TO THE RETURN ADDRESS SET FORTH ABOVE

**EXHIBIT "A"**  
**TO GRANT DEED**

**LEGAL DESCRIPTION**

That certain real property situated in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Parcel 1:

The South West 1/4 (S.W. 1/4) of the North East 1/4 (N.E. 1/4) of the South East 1/4 (S.E. 1/4) of Section One (1), Township Eight (8) North, Range Five (5) East, San Bernardino Base and Meridian in San Bernardino County, California.

APN# 0529-281-28

Parcel 2:

The East one half (1/2) of the Northwest one quarter (1/4) of the Southeast one quarter (1/4) of the Southeast one quarter (1/4) of Section one (1), Township Eight (8) North, Range Five (5) East, San Bernardino Base Meridian, in the County of San Bernardino, State of California, Official Records of said County.

APN# 0529-281-34

RECORDING REQUESTED BY:  
Orange Coast Title Company - Builder Services



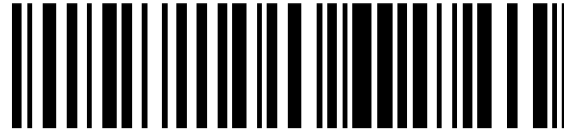
**LARRY WALKER**  
Auditor/Controller - Recorder  
866 Orange Coast Title Co.

WHEN RECORDED, MAIL TO  
AND MAIL TAX STATEMENTS TO:

CALICO SOLAR LLC, C/O TESSERA SOLAR  
4800 North Scottsdale Road # 5500  
Scottsdale, AZ 85251

Doc #: 2010-0225565

Titles: 1 Pages: 1



Fees	19.00
Taxes	12.65
Other	.00
PAID	31.65

ASSESSOR'S PARCEL NO.: 0529-281-23  
TITLE ORDER NO.: 140-1166093-32  
ESCROW NO.: 1166093-AR  
TRA No: 109091

THIS SPACE FOR RECORDER'S USE ONLY

# GRANT DEED

The undersigned Grantor(s) declare that the **DOCUMENTARY TRANSFER TAX IS:**

**\$ 12.65 County**

- computed on the full value of the interest of property conveyed, or
- computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
- OR transfer is EXEMPT from tax for the following reason

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Ross John Gorgone and Marilyn Gorgone**

**HEREBY GRANT(S) to CALICO SOLAR LLC, A Delaware Limited Liability Company**  
**unincorporated area**

All that real property situated in the \_\_\_\_\_ of San Bernardino, County of San Bernardino, State of CA, described as:  
The land referred to is situated in the County of San Bernardino, State of California, and is described as follows:

The Southwest quarter of the Southeast quarter of the Southeast quarter of section One, Township 8 North, Range 5 East, of the San Bernardino Base and Meridian.

**Commonly Known As:** APN# 0529-281-23

Dated: May 7, 2010

STATE OF CALIFORNIA }  
COUNTY OF San Bernardino }

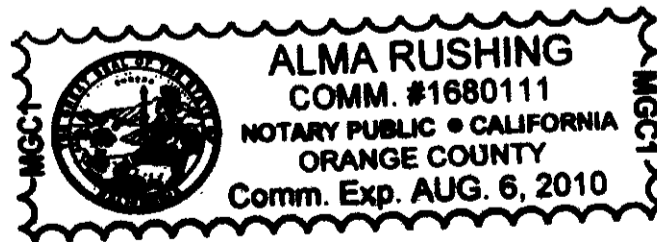
On 5-18-2010 before me,

Alma Rushing, Notary Public  
a notary public, personally appeared Ross John

Gorgone, Marilyn Gorgone  
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.

Ross John Gorgone  
Ross John Gorgone

Marilyn Gorgone  
Marilyn Gorgone



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 [Signature]

(SEAL)

MAIL STATEMENTS TO: SAME AS ABOVE

Recording Requested by:

SAN BERNARDINO COUNTY  
LAND USE SERVICES DEPARTMENT  
CURRENT PLANNING DIVISION

and when recorded mail to:

CALICO Solar, LLC  
ATTN: FRENE JAMES  
4800 N. Scottsdale Rd  
Scottsdale, AZ 85251

Recorded in Official Records, County of San Bernardino



LARRY WALKER  
Auditor/Controller - Recorder

8/13/2010  
1:21 PM  
BS

660 Land Use Services/Planning

Doc#: 2010-0330887



Titles: 1 Pages: 2

Fees	0.00
Taxes	0.00
Other	0.00
PAID	50.00

**NOTICE OF MERGER: DN946-10**

PROPERTY OWNERS: CALICO Solar LLC

Notice is hereby given to all persons that, pursuant to Section 87.04.060 et seq. of the San Bernardino County Development Code and 66451.11 of the Government Code of the State of California, the following described real property in the County of San Bernardino, State of California, is merged into one parcel or unit of land:

SEE "EXHIBIT A"

That any purchasers, his heirs, assigns, or successors in interest of said property subsequent to the recording of this Notice of Merger with the County Recorder shall be deemed to be notified of said Notice of Merger.

Dated: August 13, 2010

Shellie Zias-Roe Associate Planner  
San Bernardino County Land Use Services Dept

ASSESSOR'S PARCEL NO. 0529-281-23 & 34

STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF SAN BERNARDINO )

On **August 13, 2010** before me, Veronica Lopez  
Notary Public, personally appeared Shellie Zias-Roe,  
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 Veronica Lopez

This space for official notarial seal



**EXHIBIT "A"**

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

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION ONE, TOWNSHIP 8 NORTH, RANGE 5 EAST, OF THE SAN BERNARDINO BASE AND MERIDIAN.

**TOGETHER WITH** THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION ONE, TOWNSHIP 8 NORTH, RANGE 5 EAST, OF THE SAN BERNARDINO BASE AND MERIDIAN.

SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHT OF WAYS OF RECORD.

THIS PROPERTY HAS BEEN DESCRIBED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

EDWARD J. BONADIMAN, P.L.S.  
L.S. 7529 EXP. 12-31-11

8-5-10

DATE



POLICY OF TITLE INSURANCE ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

- 1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from (a) A defect in the Title caused by (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation; (ii) failure of any person or Entity to have authorized a transfer or conveyance; (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) failure to perform those acts necessary to create a document by electronic means authorized by law (v) a document executed under a falsified, expired, or otherwise invalid power of attorney (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding. (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid. (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (a) the occupancy, use, or enjoyment of the Land; (b) the character, dimensions, or location of any improvement erected on the Land; (c) the subdivision of land; or (d) environmental protection if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Joe W Knop



Senior Chairman of the Board

Stewart Title Guaranty Company

Chairman of the Board

Houston, Texas 77056
City, State



President

Part 1 of Policy Serial No. O-9301-1184952

**COVERED RISKS (Continued)**

- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
 

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**EXCLUSIONS FROM COVERAGE**

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**CONDITIONS**

**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.



## CONDITIONS (Continued)

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## CONDITIONS (Continued)

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the

Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

**SCHEDULE A**

Name and Address of  
Title Insurance Company:  
**File No.:** CA2010-058

Stewart Title Guaranty Company  
1980 Post Oak Blvd., Houston, TX 77056  
**Policy No.:** O-9301-1184952

**Amount of Insurance:** \$1,713,600.00

**Premium:** \$4,285.00

**Date of Policy:** July 7, 2010 at 2:29 PM

**1. Name of Insured:**

Calico Solar LLC, a Delaware limited liability company

**2. The estate or interest in the Land that is insured by this policy is:**

Water Rights

**3. Title is vested in:**

Calico Solar LLC, a Delaware limited liability company

**4. The Land referred to in this policy is described as follows:**

**Parcel 1:**

Rights to Groundwater solely appurtenant to the following described lands:

Township **8 North**, Range **5 East**, San Bernardino Base and Meridian in San Bernardino County, California

Section: 1: **SW<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub>**

**Parcel 2:**

Rights to Groundwater solely appurtenant to the following described lands:

Township **8 North**, Range **5 East**, San Bernardino Base and Meridian in San Bernardino County, California

Section :1 **E<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub> of SE <sup>1</sup>/<sub>4</sub>**

**SCHEDULE B  
PART I**

**File No.:** CA2010-058

**Policy No:** O-9301-1184952

**EXCEPTIONS FROM COVERAGE**

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; whether or not the matters excepted under (a) or (b)
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Loss or damage arising from (a) use of waters (including historical use, actual use, type of use, location of use or diversion, or partial or total forfeiture due to non-use ; (b) terms and conditions of the Decree; (c) adverse or prescriptive use or claims against the waters; (d) any reservations of rights by the United States of America, any rights created by federal claims, and any prior rights by held by another state, territory, sovereign tribe, nation or country obtained by appropriation, treaty, compact, legislation or otherwise; (e) local, state or federal laws or regulations; (f) future administrative action by the California Division of Water Rights and/or the appropriate Basin Water Agency; (g) lack of right of access to or transport from the point of diversion and/or well bores and drilling of wells; (h) lack of priority of the water right and/or that the water right will be in priority to be diverted at all times;

**SCHEDULE B**  
**PART I**

and, (i) any physical aspect of the water including but not limited to: availability, existence, utility, recoverability, source, quality, condition, potability, chemistry or other characteristics of water, if any, lying on, under or over the land or lands that may be produced or used therefrom.

9. Lack of right of access to or from the point of diversion or place of use.
10. Water Right is subject to the rules and regulations of the water basin regulatory agency in which it resides.
11. Terms, conditions, and stipulations of the Grant Deed from Kenneth C. Deans and Shirley A. Deans to Calico Solar LLC, a Delaware Limited Liability Company, recorded July 7, 2010 as Document No. 2010-0271584, Official Records of San Bernardino County, California.



**BEFORE THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT  
COMMISSION OF THE STATE OF CALIFORNIA  
1516 NINTH STREET, SACRAMENTO, CA 95814  
1-800-822-6228 – WWW.ENERGY.CA.GOV**

**APPLICATION FOR CERTIFICATION**

***For the CALICO SOLAR (Formerly SES Solar One)***

**Docket No. 08-AFC-13**

**PROOF OF SERVICE  
(Revised 8/9/10)**

**APPLICANT**

Felicia Bellows  
Vice President of Development  
& Project Manager  
Tessera Solar  
4800 North Scottsdale Road,  
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**CONSULTANT**

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**APPLICANT'S COUNSEL**

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DECLARATION OF SERVICE

I, Darin Neufeld, declare that on September 8, 2010, I served and filed copies of the attached Applicant's Submittal of Requested Groundwater Well Documents. The original document, filed with the Docket Unit, is accompanied by a copy of the most recent Proof of Service list, located on the web page for this project at: [www.energy.ca.gov/sitingcases/solarone].

The documents have been sent to both the other parties in this proceeding (as shown on the Proof of Service list) and to the Commission's Docket Unit, in the following manner:

*(Check all that Apply)*

FOR SERVICE TO ALL OTHER PARTIES:

- sent electronically to all email addresses on the Proof of Service list;
- by personal delivery;
- by delivering on this date, for mailing with the United States Postal Service with first-class postage thereon fully prepaid, to the name and address of the person served, for mailing that same day in the ordinary course of business; that the envelope was sealed and placed for collection and mailing on that date to those addresses **NOT** marked "email preferred."

**AND**

FOR FILING WITH THE ENERGY COMMISSION:

- sending an original paper copy and one electronic copy, mailed and emailed respectively, to the address below (*preferred method*);

**OR**

- depositing in the mail an original and 12 paper copies, as follows:

**CALIFORNIA ENERGY COMMISSION**

Attn: Docket No. 08-AFC-13  
1516 Ninth Street, MS-4  
Sacramento, CA 95814-5512  
[docket@energy.state.ca.us](mailto:docket@energy.state.ca.us)

I declare under penalty of perjury that the foregoing is true and correct, that I am employed in the county where this mailing occurred, and that I am over the age of 18 years and not a party to the proceeding.

\_\_\_\_\_  
Original signed by  
Darin Neufeld