

APPENDIX K
LAND USE

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APPENDIX K1
ASSESSOR'S PARCEL NUMBERS/OWNERSHIP INFORMATION
PROPERTY WITHIN 1,000 FEET OF THE PROPOSED PROJECT

APPENDIX K1

**ASSESSOR'S PARCEL NUMBERS/OWNERSHIP INFORMATION
PROPERTY WITHIN 1,000 FEET OF THE PROPOSED PROJECT**

| APN | Owner Contact Information |
|---|--|
| Within 1,000 Feet of Power Plant Site | |
| 011-040-013 | Pacific Gas & Electric |
| 011-040-016 | Logan Land & Stock Co., P.O. Box 426, Willows, CA 95988 |
| 011-040-017 | United States of America, Dept. of Interior (Canal) |
| 011-040-018 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-020 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-024 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-026 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-004 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-014 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-007 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-019 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-021 | United States of America |
| 011-140-002 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-013 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| Within 500 Feet of Area Potentially Affected by Electrical Transmission Lines | |
| 011-040-024 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-026 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-004 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-014 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| Within 500 Feet of Area Potentially Affected by New Road | |
| 011-040-013 | Pacific Gas & Electric |
| 011-040-024 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-026 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-004 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-014 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| Within 500 Feet of Area Potentially Affected by Natural Gas Pipeline | |
| 011-040-013 | Pacific Gas & Electric |
| 011-040-026 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-024 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| Within 500 Feet of Area Potentially Affected by Water Supply Pipeline Connection | |
| 011-040-013 | Pacific Gas & Electric |
| 011-040-024 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-026 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |

| APN | Owner Contact Information |
|--|--|
| 011-140-014 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-004 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| Within 500 Feet of Teresa Creek Bridge to be Replaced | |
| 011-220-001 | Frances M. Etchepare, P.O. Box 658, Maxwell, CA 95955 |
| 011-220-003 | Marlene J Story, P.O. Box 156, Maxwell, CA 95955 |
| Within 500 Feet of Glenn-Colusa Canal Bridge to be Replaced | |
| 011-140-004 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-026 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-021 | Allen E and Mary Anne Azevedo, P.O. Box 629, Maxwell, CA 95955 |
| 011-040-011 | William Dirks Jr., P.O. Box 9, Maxwell, CA 95955 |
| 011-040-029 | Allen E and Mary Anne Azevedo, P.O. Box 629, Maxwell, CA 95955 |
| 011-140-019 | Jack L Barrett Jr., P.O. Box 99, Maxwell, CA 95955 |
| Within 500 Feet of Intersection to be Widened | |
| 011-220-001 | Frances M. Etchepare, P.O. Box 658, Maxwell, CA 95955 |
| 011-220-017 | Lorraine E. Corbin, Trustee, 4789 Highway 99W, Delevan, CA 95988 |
| 011-220-080 | Ross F. Pearson, 740 Northgate Drive, Willows, CA 95988 |
| 011-220-084 | Ross F. Pearson, 740 Northgate Drive, Willows, CA 95988 |
| Note: APN = Assessor's Parcel Number | |

APPENDIX K2
APPLICATION FOR LAND USE GENERAL PLAN AND
ZONING AMENDMENT CHANGE AND SUBDIVISION

**County of Colusa
Department of Planning & Building**

**APPLICATION PACKET
for
COLUSA GENERATING STATION**

October 30, 2006



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Introduction

COUNTY OF COLUSA
DEPARTMENT OF PLANNING & BUILDING
220 12th STREET
COLUSA, CA 95932
(530) 458-0480

APPLICATION PACKET

INSTRUCTIONS AND INFORMATION:

This packet contains instructions and application forms. Complete and accurate information is vital for a project review and assessment. Fill out each pertinent form entirely. If a question is not applicable to your project, please indicate (N/A).

APPLICATION COMPONENTS:

The following items are required for a complete application. **Only complete applications will be accepted.**

1. **Application, Project Questionnaire and Environmental Information Form: Parcel Maps = Original plus twenty (20) copies for a total of (21) Subdivision Maps = Original plus thirty-five (35) for a total of thirty-six (36) Major Use Permits=Original plus fifteen (15) for a total of sixteen (16).**
2. **Letter of Agency: Attach to original application.**
3. **Statement of Applicant Responsibility: Attach to original application.**
4. **300' Radius Map and List of Owners: Attach to original application.**
5. **Tentative Map/Site Plan: Twenty-one (21) copies for Parcel Maps, thirty-six (36) copies for Subdivision maps, and sixteen (16) copies for Major Use Permits folded to 8 1/2" x 11", plus one (1) photocopy of each exhibit reduced to 8 1/2" x 11" in size (attach to original application).**
6. **Filing Fees.**
7. **A Preliminary Title Report is required for all Tentative Parcel Maps, Tentative Subdivision Maps, General Plan Amendments and Zoning Amendments**

DESCRIPTIVE EXPLANATION OF APPLICATION COMPONENTS:

1. **Application & Project Questionnaire:** This form requests basic information about the project.
2. **Environmental Information Form:** This form requests basic environmental information about the project.
3. **Letter of Agency:** This form is signed by the property owner granting permission to the applicant to file the application. If the property owner is also the applicant, there is no need to fill out this form.
4. **Statement of Applicant Responsibility:** This form outlines the applicant's responsibilities in the application hearing process.
5. **300' Radius Map and List of Owners:** Information regarding preparation of this map and adjoining owners may be obtained from the County Assessor's Office, 547 Market Street, Colusa.
 - A. **300' Radius Map:** Prepare a map (**see attached Sample**). The map shall show:
 1. The subject site of the application.

2. A 300' radius line around the subject property.
3. All lots or parcels, streets, and alleys within the 300 foot radius.
4. The present use of all properties identified on this map, i.e. single-family residences, apartment, business, office, agriculture, and others. Maps are available from the County Assessor to help you prepare this map.

B. List of Owners: The list must be typed or printed legibly on the attached self-adhesive mailing labels. An example of a correctly completed list (Sample - Property Ownership List) is attached. Additional sheets of labels are available from the Planning Department at \$.25 per sheet. Assessment rolls and assistance for locating property owner's addresses are available from the County Assessor's Office, 547 Market Street, Colusa. The list must contain the following information for **each** lot or parcel, **any part** of which is within the required 300 foot radius:

1. Name or names of property owner(s).
2. The **mailing** address of the owner or owners of the property.
(MUST INCLUDE ZIP CODES.)
3. Assessor's Parcel Number.
4. Three (3) address labels for applicant.

6. **Preliminary Site Plan:**

A. The plan should include:

Existing trees, waterways, streets, driveways, parking, structures (their size and uses) and other improvements.

Existing drainage, utility, road and other easements.

Proposed parking, access easements, structures, their size and proposed uses and other improvements.

And may require: Topographic Data - generally two foot contours except in floodplains where one foot contours are required.

B. Additional information is required if the application includes a General Plan Amendment and/or Zoning Amendment.

General Plan and Zoning Amendment exhibit maps shall include:

Existing and proposed General Plan Designation.

Existing and proposed Zoning Designation.

Draw all plans to engineering scale: Show site dimensions, north arrow, and visual scale.

Number of copies: Submit ten (10) copies of the full-size exhibits **folded** to 8 1/2" x 11" in size.

Submit one (1) photocopy of each exhibit reduced to 8 1/2" x 11" in size, attached to original application.

7. **Filing Fees:** Fees are collected at time the application is filed with the Department of Planning & Building. **(See attached "Schedule of Filing Fees".)**

Checks received for application fees shall be made payable to the **"Colusa County Planning Department"**.

A separate check in the amount of \$25.00 shall be made payable to the “**Colusa County Clerk**” for the filing fee required for a Negative Declaration.

**Application Component 1: Application, Project Questionnaire and
Environmental Information Form**

**COUNTY OF COLUSA
DEPARTMENT OF PLANNING & BUILDING**

220 12th STREET
COLUSA, CA 95932
(530) 458-0480

APPLICATION AND PROJECT QUESTIONNAIRE

- [x] General Plan Amendment
- [x] Zoning Amendment
- [x] Tentative Parcel Map
- [] Tentative Subdivision Map
- [] Vesting Subdivision Map
- [] Use Permit - Major
- [] Variance - Major
- [x] Other – Minor or Major Height Variance to be determined by the Zoning Administrator

| |
|----------------------------------|
| <u>FOR OFFICE USE ONLY</u> |
| Control No.: ED # _____ _____ |
| Receipt # _____ |
| Date _____ |
| Clerk Fees _____ |

WILLIAMSON ACT YES NO

APPLICANT: E&L Westcoast, LLC.
Address: c/o CPV, Inc., 8403 Colesville, Suite 915
Silver Spring, MD 20910
Phone: (240) 723-2304

OWNER: Leo M. and Diane Holthouse
Address: 25039 Highway 395
South Canyon City, OR 97820
Phone: _____

DEVELOPER: Competitive Power Ventures, Inc.
Address: 8403 Colesville, Suite 915
Silver Spring, MD 20910
Phone: (240)723-2304

ARCH/ENG: Bechtel Power Corporation
Address: 5275 Westview Drive
Frederick, MD 21703-8306
Phone: (301) 228-8207

PROJECT SITE INFORMATION:

Property Address or Location: Section 35, Township 18N, Range 4W, MD B and M. See Tentative Parcel Map and Exhibits "A" and "B"

Property Assessor Parcel Number(s): APN 11-040-024

Property Dimensions: South Boundary: approximately 3,947 feet; West Boundary: approximately 5,368 feet; North Boundary: approximately 3,553 feet; East Boundary: approximately 5,368 feet

Property Area: Square Footage (gross) 19,675,180 (net) _____

Acreage (gross) Current parcel is 451 acres; project is proposed on new parcel to be created of 100 acres (net) _____

Existing Land Use: open space, grazing

Existing Zoning of Project Site: Exclusive Agriculture (EA) Proposed Zoning: Industrial (M)

ZONING AND EXISTING LAND USE ADJACENT TO THE PROJECT SITE:

| | ZONE | EXISTING LAND USE (i.e., residential, commercial, industrial) |
|-------|-----------|---|
| North | <u>EA</u> | <u>open space, cattle grazing or irrigated crops</u> |
| East | <u>EA</u> | <u>PG&E Compressor Station, open space, cattle grazing or irrigated crops</u> |
| South | <u>EA</u> | <u>open space, cattle grazing</u> |
| West | <u>EA</u> | <u>open space, cattle grazing</u> |

APPLICANT'S STATEMENT OF INTENT:

- A. A description of what you propose to do. This description should include the entitlement being requested (i.e. use permit, variance) and the objectives of the project.

A General Plan Amendment is requested to change the existing land use designation on the 100-acre project site from Agriculture – General (A-G) to Industrial (I). A Zoning Amendment is requested to change the existing zoning from Exclusive Agriculture (EA) to Industrial (M). A subdivision is requested of the 100-acre project site from APN 11-040-024. The objective of the project is to construct and operate a natural gas fired combined cycle power plant capable of providing a nominal 660 MW of electricity to the California electrical grid, with commercial operation planned by spring 2010.

- B. Information pertinent to the application, such as the building square footage, number of residential units, size and height of buildings, number of off-street parking spaces, and any other pertinent information.

The proposed Colusa Generating Station (CGS) will consist of a natural gas-fired combined cycle power plant, a 230 kV switchyard and associated linear facilities. The project will have a nominal electrical output of 660 MW. The plant will supply power to the PG&E transmission grid. PG&E's existing 230 kV lines, approximately 1,800 feet east of the project site, will be looped into the plant switchyard. The project will be fueled with natural gas that will be delivered to the power plant site via a new 8-inch-diameter, 1,500-foot-long pipeline that will be owned and operated by PG&E. Water for the project will be supplied by the Glenn-Colusa Irrigation District and wheeled to the Tehama-Colusa Canal from where it will be conveyed to the CGS via a 2,700-foot-long water supply pipeline. Plant wastewater will be processed by a zero liquid discharge system; sanitary wastewater will be discharged to a septic system served by a leach field.

The power plant and switchyard will occupy approximately 31 acres within the 100-acre project site. Access to the power plant site will be provided by a new 30-foot-wide extension of the existing PG&E Road Easement 295 Official Record 442. A 20-foot-wide, paved perimeter road would provide access to the power generation facility. Approximately 17 fenced acres are required to accommodate the power generation facility. The power generation facility includes the parking area, control/ administration/ warehouse building, air cooled condenser, power block area, gas metering and regulating station, storage tanks and water treatment facilities. Each building is pre-engineered. Two Heat Recovery Steam Generator (HRSG) stacks will be 19 feet in diameter and 175 feet tall. Table 1 identifies the additional major structures at the power plant. The switchyard occupies approximately 18 acres while a storm water runoff pond occupies 2 acres. Please see Figure 1, Site Plan.

Offsite roadway improvements will include replacement of the Glenn-Colusa Canal bridge and the Teresa Creek bridge as well as shoulder improvements to the eastern side of the Delevan/McDermott intersection. All access roads will be repaved or resurfaced as necessary following construction of the power plant.

- C. Information and reasoning justifying your request.

E&L Westcoast, LLC intends to build the power plant on land currently designated in the General Plan as Agriculture – General (A-G), and currently zoned Exclusive Agriculture (EA). In order to conform the proposed use to the General Plan and Zoning Designation, a change to industrial classification is requested. In addition, a height variance is requested for an air cooled condenser

(approximately 144 ft) and two heat recovery steam generator stacks (approximately 175 ft each). The Zoning Administrator would determine whether the height variance is minor or major. The power plant does not require all 456 acres of the APN, therefore a subdivision of 100 acres is requested. The power plant site is currently used for low density grazing and is separated from most irrigated crop land by the Glenn-Colusa Canal. There is an existing industrial use (PG&E Compressor Station) adjacent to the site, and natural gas and transmission lines are also adjacent to the site. E&L Westcoast, LLC believes that these factors would make the General Plan Amendment and rezoning consistent with Colusa County policies encouraging energy development in proximity to existing resources and infrastructure.

ENVIRONMENTAL INFORMATION FORM

GENERAL INFORMATION:

1. Name and address of developer or project sponsor: E&L Westcoast, LLC.
c/o CPV, Inc., 8403 Colesville, Suite 915, Silver Springs, MD, 20910
2. Address of project: Section 35, Township 18N, Range 4W, MD B and M. See Tentative Parcel Map and Exhibits "A" and "B"
Assessor's Parcel Number: 11-040-024
3. Name, address, and telephone number of person to be contacted concerning this project:
Andrew Welch, 8403 Colesville, Suite 915, Silver Springs, MD, 20910, (240) 723-2304
4. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:
California Energy Commission Application for Certification, Regional Water Quality Control Board (Construction Activities Stormwater General Permit, Low Threat Water Discharge Permit, Industrial Activities Stormwater General Permit), Colusa County Septic Facility Permit, County of Colusa (change in land use).
5. Existing zoning district: Exclusive Agriculture (EA)
6. Proposed use of site (Project for which this form filed):660 MW power plant and ancillary facilities (Industrial Use)

PROJECT DESCRIPTION:

7. Site size. Parcel is currently 451 acres; project would require 100 acres
8. Square footage. 31 acres (1,350,360 square feet)
9. Number of floors of construction. 1 floor (includes two 175-foot tall HRSG stacks and one 144-foot tall air cooled condenser)
10. Amount of off-street parking provided. 30 parking spaces
11. Attach plans. (See Figure 1, Site Plan; and Figure 2, Plot Plan)
12. Proposed scheduling. Start construction March 2008; complete by spring 2010
13. Associated project. N/A
14. Anticipated incremental development. None

- 15. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected. N/A
- 16. If commercial, indicate the type, whether neighborhood, or regionally oriented, square footage of sales area, and loading facilities. N/A
- 17. If industrial, indicate type, estimated employment per shift, and loading facilities.

The project is a proposed 660 MW power plant during operation of the project. There will be an estimated 31 employees, with a maximum of 16 per shift. Access to the power plant site will be provided by a new 30-foot-wide extension of the existing PG&E Road Easement 295 or 442. A 20-foot-wide paved perimeter road will provide access to the power generation facility. During construction of the project most of the construction materials and operating supplies will be delivered to the power plant by truck and unloaded within the site. Most of the heavy equipment and their components will be transported during the construction phase by rail to the existing spur at Delevan or Willows, off-loaded and transported to the site by a heavy haul contractor.

- 18. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.

N/A.

- 19. If the project involves a variance, conditional use permit or rezoning application, state this and indicate clearly why the application is required.

The application is for General Plan Amendment, Rezone (with height variance), and Subdivision. These actions are required to achieve consistency with the Colusa County General Plan and Colusa County Zoning Ordinance, and to subdivide the portion of the parcel E&L Westcoast, LLC will sublease for this facility.

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

See additional sheets.

- | | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 20. Change in existing features of any bays, tidelands, beaches, or hills, or substantial alteration of ground contours. | _____ | <u>X</u> |
| <u>The proposed project is not near bays, tidelands, or beaches. The site elevation ranges from about Elevation 170 to Elevation 190 above mean sea level. Alteration of ground contours will include cut and fill necessary to obtain a level building pad and construction area of 183 feet above mean sea level. The volume of cut and fill is estimated to be approximately 330,000 cubic yards.</u> | | |
| 21. Change in scenic views or vistas from existing residential areas or public lands or roads. | <u>X</u> | _____ |
| <u>The power plant will be visible from existing residences and roads within a distance of approximately 5 miles north, east and south of the power plant. The nearest sensitive viewer (residence) is approximately 1.7 miles southeast. While noticeable, the power plant is proposed to be sited near existing industrial facilities, including the PG&E Compressor Station and PG&E's 230 kV transmission lines.</u> | | |
| 22. Change in pattern, scale or character of general area of project. | <u>X</u> | _____ |

- The power plant would increase the dominance of the existing industrial character near the site, but would not significantly alter the pattern, scale or character of the general area.
23. Significant amounts of solid waste or litter. _____ X
Minor quantities of solid waste would be generated by the power plant.
24. Change in dust, ash, smoke, fumes or odors in vicinity. X _____
The power plant would emit quantities of NO_x, VOCs, and PM₁₀. All air emissions would be fully offset by corresponding emission reductions at other facilities, purchase of banked emission credits, or agricultural burning credits as required by the California Energy Commission, the Colusa County Air Pollution Control District, and EPA.
25. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns. _____ X
The proposed project is not located near a bay or lake. Intermittent drainages are located nearby, but would not be affected by the proposed project. The flow of stormwater will generally follow the existing drainage pattern.
26. Substantial change in existing noise or vibration levels in the vicinity. _____ X
While there would be an increase in noise, the power plant would comply with the Appendix I, Article 8, Section 8.01(a) of the Colusa County Code which regulates noise at residential properties.
27. Site on filled land or on slope of 10 percent or more. X _____
The existing terrain ranges from 170 to 190 feet above mean sea level. To excavate expansive soils and grade the site level at Elevation 183, some localized fill will be required.
28. Use of disposal of potentially hazardous materials such as toxic substances, flammables or explosives. X _____
Potentially hazardous materials are listed on Table 2, attached. These materials would be handled, transported, used, and disposed of in accordance with all applicable laws, ordinances, regulations, and laws.
29. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). _____ X
The power plant will have its own security and fire protection system. Some increase in these services by public providers, including the Maxwell Fire Department, could be expected, particularly during construction. Only nominal water use is expected which will be supplied by the Glenn-Colusa Irrigation District. Sewage would be collected to a sanitary wastewater system, and discharged to a septic tank served by a leach field.
30. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.). X _____
The power plant will consume between approximately 1,212 million Btu per hour and 3,214 million Btu per hour of natural gas. Natural gas will be supplied via a new pipeline connecting the plant to the gas transmission system at the PG&E Compressor Station.

31. Relationship to a larger project or series of projects. _____ X

No other projects are planned.

ENVIRONMENTAL SETTING:

32. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site and their use. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

The site is presently undeveloped agricultural land used for grazing cattle. Site topography is rolling hills which range from 170 to 190 feet above mean sea level. The proposed power plant site is located in the northern part of the Colusa County, in an area that transitions from irrigated farmland to non-irrigated grazing land as one moves west from Interstate 5 toward the foothills. Descriptions and properties of the soil types are provided in Table 3 and on Figure 3, attached. Plant and animal species observed in the project area and immediate vicinity are shown in Tables 4 and 5. There are no existing structures on the site, and no known archaeological or paleontological resources. A photograph is attached as Figure 4.

33. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity or land use (one-family, apartment houses, shops, department stores, etc.). Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

The immediately surrounding properties consist of the PG&E Compressor Station, and land that is currently used for open space, cattle grazing or irrigated crops. PG&E's 230 kV transmission lines lie about 1,800 feet east of the site. The Glenn-Colusa Canal lies about ¾ mile east of the site. Portions of the canal date from the 1920s and would appear to have the potential to be significant historic architectural features. Scattered residences are located at distances of 1.7 miles or more. Plant and animal information on Tables 4 and 5 presented in response to question 32 above is valid for the surrounding area; the surrounding area also includes a vernal pool complex north and east of the PG&E Compressor Station, located approximately 945 feet east of the site. The current land use designation of the surrounding area is Agriculture – General (A-G). A photograph is attached as Figure 5.

CERTIFICATION:

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Date: October 24, 2006

A handwritten signature in black ink, appearing to be "J. L. Westcoast", written over a horizontal dashed line.

Signature

For: E.L. Westcoast, LLC

**Table 1
Major Structures**

| Equipment | Qty | Size, L×W×H (feet) | Service/Remarks |
|--|------------|---------------------------|---|
| Combustion Turbine Generators (CTGs) | 2 | 140 × 45 × 58 | DLN combustion control with inlet air foggers |
| Steam Turbine Generator (STG) | 1 | 97 × 39 × 54 | Condensing Reheat STG |
| Heat Recovery Steam Generators (HRSGs) | 2 | 180 × 37 × 94 | Three pressure w/ reheat and supplemental duct firing |
| Aqueous Ammonia Storage | 2 | 44 × 9 DIA × 12 | NO _x control |
| Fin Fan Coolers | 1 | 60 × 70 × 17 | Lube Oil Cooling |
| HRSG Stacks | 2 | 19 DIA × 175 | Self-supported |
| Air cooled condenser | 1 | 220 × 384 × 144 | 45 Cells (estimated) |
| Admin/Control Bldg | 1 | 260 × 90 × 24 | |
| Water Treatment Bldg | 1 | 150 × 90 × 24 | |
| Main Transformer | 3 | 30 × 22 × 20 | |
| | | | |
| Lattice Tower | 12 | 30 × 30 × 125 | Transmission Lines |
| Raw Water/Firewater Storage Tank | 1 | 50 DIA × 34 | 400,000 gallons; 300,000 dedicated to firewater reserve |
| Demineralized Water Storage Tank | 1 | 33 DIA × 32 | Boiler feed water makeup and WAC Regeneration |

**Table 2
Anticipated Hazardous Material Usage and Storage During Operation**

| Material | Application | Amount Stored On-Site | Phase | CAS Number | Hazards ⁽⁷⁾ | CalARP Threshold Quantity |
|-----------------------------|--|--|--------------|-------------------|---------------------------------|----------------------------------|
| Aqueous Ammonia, 29.4 wt% | NO _x Emissions Control | 10,000 US gal/9 days storage | Liquid | 7664-41-7 | Acute, chronic, fire, pressure | 20,000 lb |
| Mineral Insulating Oil | Electrical Transformers | 55,000 US gal ⁽³⁾ | Liquid | None | Acute, chronic, fire | N/A |
| Lubricating Oil | Mechanical Equipment | 12,400 US gal ⁽³⁾ | Liquid | None | Acute, chronic, fire | N/A |
| Propylene Glycol | Antifreeze for closed cooling water system | 25 US gal ⁽³⁾ | Liquid | 57-55-6 | Acute, chronic, fire | N/A |
| Sulfuric Acid, 29.5 wt% | Station and Gas Turbine Batteries | 1,500 US gal | Liquid | 7664-93-9 | Acute, chronic, reactive | 1,000 lb |
| Alkaline Phosphate Solution | Boiler Feedwater Scale Control | 5 x 55 US gal Containers/ 30 days storage ⁽⁶⁾ | Liquid | | | |
| Hydrochloric Acid | HRSB Chemical Cleaning | Temporary Only ⁽²⁾ | Liquid | 7647-01-0 | Acute, chronic | 5,000 lb ⁽⁸⁾ |
| Ammonium Bifluoride | HRSB Chemical Cleaning | Temporary Only ⁽²⁾ | Liquid | | | |
| Citric Acid | HRSB Chemical Cleaning | Temporary Only ⁽²⁾ | Liquid | 77-92-9 | Acute, chronic | N/A |
| EDTA Chelant | HRSB Chemical Cleaning | Temporary Only ⁽²⁾ | Liquid | | | |
| Sodium Nitrite | HRSB Chemical Cleaning | Temporary Only ⁽²⁾ | Liquid | 7632-00-0 | Acute | N/A |
| Carbon Dioxide | Generator Purging | 25,200 SCF | Gas | 124-38-9 | Acute, chronic, pressure | N/A |
| Carbon Dioxide | Fire Suppression | 24,000 lb | Liquid | 124-38-9 | Acute, chronic, pressure | N/A |
| Hydrogen | Generator Cooling | 27,300 SCF ^(3,4) | Gas | 1333-74-0 | Acute, fire, pressure, reactive | 10,000 lb |
| Nitrogen | Blanketing | 200 lb | Gas | 7727-37-9 | Pressure | N/A |
| Diesel Fuel Oil | Diesel Firewater Pump Motor | 280 US gal | Liquid | 68476-34-6 | Acute, chronic, fire | N/A |
| Natural Gas | Gas Turbine Generator and Duct Burner Fuel | 1,300 lb ⁽³⁾ | Gas | None | Acute, fire, pressure | N/A |

Notes:

- All quantities are approximate.
- Gas turbine generator water wash cleaning chemicals are not stored on-site; cleaning is by a contractor.
- In the equipment and pipelines.
- Approximately 100 pounds.
- Demineralizer regeneration chemicals for makeup water are not included - plant will use the leased demineralizer trailers, which are regenerated off-site.
- Chemicals are pre-mixed in portable containers.
- Hazards categories are defined by 40 CFR 370.2. Health hazards include acute (immediate) and chronic (delayed). Physical categories include fire, sudden release of pressure and reactive.
- Threshold applies to hydrogen chloride.

**Table 3
Soil Mapping Units within the CGS Area
Descriptions and Properties**

| Map Symbol | Soil Series | Texture | Slope (%) | Unit thickness (in.) | Drainage | USCS Classification | Permeability | Erosion Hazard (bare areas) | Erosion Factors K T | Vegetative Soil Group | Storie Index (approx.) | Land Capability | pH | Salinity | Parent Material |
|------------|-------------|-----------|-----------|----------------------|-----------------|---------------------|--------------|-----------------------------|------------------------|-----------------------|------------------------|---|-----|---|-------------------------------------|
| Al | Alcapay | Clay | 0-1 | 64 | somewhat poor | CL | Slow | Slight | 0.32 5 | F | - | IIlw-5 (irrigated) IVw-5 (non irrigated) | - | 0-8 mmhos/cm (0-35") 4-8 mmhos/cm (35-64") | Mixed rock sources |
| AaA | Altamont | Clay | 5-9 | 60 | well | CL | Slow | Moderate | 0.24 4 | C | 43 | IIe-5 (irr.) IVe-5 (non irr.) | 6.8 | - | Weathered sandstone/shale |
| AyA | Ayar | Clay | 5-15 | 72 | well | CL | Slow | Moderate | 0.28 5 | C | 40 | IIIe-5 (irr.) IVe-5 (non irr.) | 7.4 | - | Weathered sandstone/siltstone/shale |
| CaA | Capay | Clay | 0-1 | 64 | moderately well | CL | Slow | Slight | 0.28 5 | C | - | IIlw-5 (irr.) IVw-5 (non irr.) | 6.3 | <2 mmhos/cm (0-64") | Mixed rock sources |
| CaB | Capay | Clay loam | 0-3 | 64 | moderately well | CL | Slow | Slight | 0.28 5 | C | 44 | IIIs-5 (irr.) IVS-5 (non irr.) | 6.3 | 0-2 mmhos/cm (0-60") | Mixed rock sources |
| Cc | Clear Lake | Clay | 0-2 | 80 | poorly | CL | Slow | Slight | 0.24 5 | C | - | IIlw-5 (irr.) IVw-5 (non irr.) | 6.4 | 0-4 mmhos/cm (0-60") | |
| Hcl | Hillgate | Clay loam | 0-2 | 73 | well | CL | Slow | Slight | 0.28 5 | D | 46 | IIIs-3 (irr.) IVS-3 (non irr.) | - | 0-2 mmhos/cm (0-73") | |

Notes:

- (1) irr. - irrigated
- (2) non irr. - non irrigated
- (3) USCS - Unified Soil Classification System
- (3) K is a measure of relative susceptibility to water erosion. It ranges from 0.02 to 0.69, with lower values representing a lower susceptibility to erosion. T represents soil loss tolerance, which is defined as the maximum amount of erosion at which the quality of the soil as a medium for plant growth can be maintained. Values range from 1 to 5 (tons per acre per year) with 5 representing soils less sensitive to degradation.
- (4) Land Capability - an indication of the suitability of soils for most kinds of field crops. Capability classes are I through VIII. Subclasses are letters e, w, s, or c. Units are 0 through 9.

Table 4
Plant Species Observed in the Project Site and Immediate Vicinity on April 5, 2006

| Scientific Name | Common Name | Family | Native or Non-Native |
|--|------------------------------|------------------|----------------------|
| <i>Achyrachaena mollis</i> | blow-wives | Asteraceae | N |
| <i>Amsinckia menziesii</i> | small-flowered fiddleneck | Boraginaceae | N |
| <i>Atriplex sp. 1</i> | saltbush | Chenopodiaceae | N/A |
| <i>Atriplex sp. 2</i> | saltbush | Chenopodiaceae | N/A |
| <i>Atriplex depressa</i> | brittlescale | Chenopodiaceae | N |
| <i>Brassica nigra</i> | black mustard | Brassicaceae | NN |
| <i>Bromus hordeaceus</i> | soft chess brome | Poaceae | NN |
| <i>Bromus madritensis</i> | Madrid brome | Poaceae | NN |
| <i>Capsella bursa- pastoris</i> | shepherd's purse | Brassicaceae | NN |
| <i>Castilleja sp.</i> | paintbrush | Scrophulariaceae | N/A |
| <i>Centaurea solstitialis</i> | yellow star thistle | Asteraceae | NN |
| <i>Cerastium arvense</i> | field chickweed | Caryophyllaceae | N |
| <i>Cynosurus echinatus</i> | dogtail grass | Poaceae | NN |
| <i>Daucus pusillus</i> | rattlesnake weed | Apiaceae | N |
| <i>Dichelostemma sp.</i> | snakelily | Liliaceae | N |
| <i>Eleocharis sp.</i> | spikerush | Cyperaceae | N/A |
| <i>Erodium botrys</i> | broad-leaved filaree | Geraniaceae | NN |
| <i>Erodium cicutarium</i> | redstem filaree | Geraniaceae | NN |
| <i>Eryngium sp.</i> | button celery | Apiaceae | N |
| <i>Geranium dissectum</i> | cutleaf geranium | Geraniaceae | NN |
| <i>Hirschfeldia incana</i> | shortpod mustard | Brassicaceae | NN |
| <i>Hordeum sp.</i> | barley | Poaceae | N/A |
| <i>Hypochaeris glabra</i> | smooth catsear | Asteraceae | NN |
| <i>Lepidium latipes var. latipes</i> | San Diego pepperweed | Brassicaceae | N |
| <i>Lepidium nitidum</i> | shining pepperweed | Brassicaceae | N |
| <i>Lolium sp.</i> | ryegrass | Poaceae | NN |
| <i>Lythrum sp.</i> | loosestrife | Lythraceae | N/A |
| <i>Matricaria discoidea</i> | disc mayweed | Asteraceae | NN |

| Table 4 | | | |
|---|-----------------------|------------------|-----------------------------|
| Plant Species Observed in the Project Site and Immediate Vicinity on April 5, 2006 | | | |
| Scientific Name | Common Name | Family | Native or Non-Native |
| <i>Medicago polymorpha</i> | burclover | Fabaceae | NN |
| <i>Microseris sp.</i> | cottonseed | Asteraceae | N |
| <i>Navarretia sp.</i> | pincushionplant | Polemoniaceae | N |
| <i>Plantago elongata</i> | prairie plantain | Plantaginaceae | N |
| <i>Poa annua</i> | annual bluegrass | Poaceae | NN |
| <i>Rumex crispus</i> | curly dock | Polygonaceae | NN |
| <i>Senecio vulgaris</i> | old-man-in-the-Spring | Asteraceae | NN |
| <i>Silybum marianum</i> | blessed milkthistle | Asteraceae | NN |
| <i>Taeniatherum caput-medusae</i> | medusa head | Poaceae | NN |
| <i>Trifolium sp.</i> | clover | Fabaceae | N/A |
| <i>Triphysaria eriantha</i> | johnny-tuck | Scrophulariaceae | N |
| <i>Vicia sp.</i> | vetch | Fabaceae | N/A |
| <i>Vulpia sp.</i> | fescue | Poaceae | N/A |

N: Native

NN: Non-Native

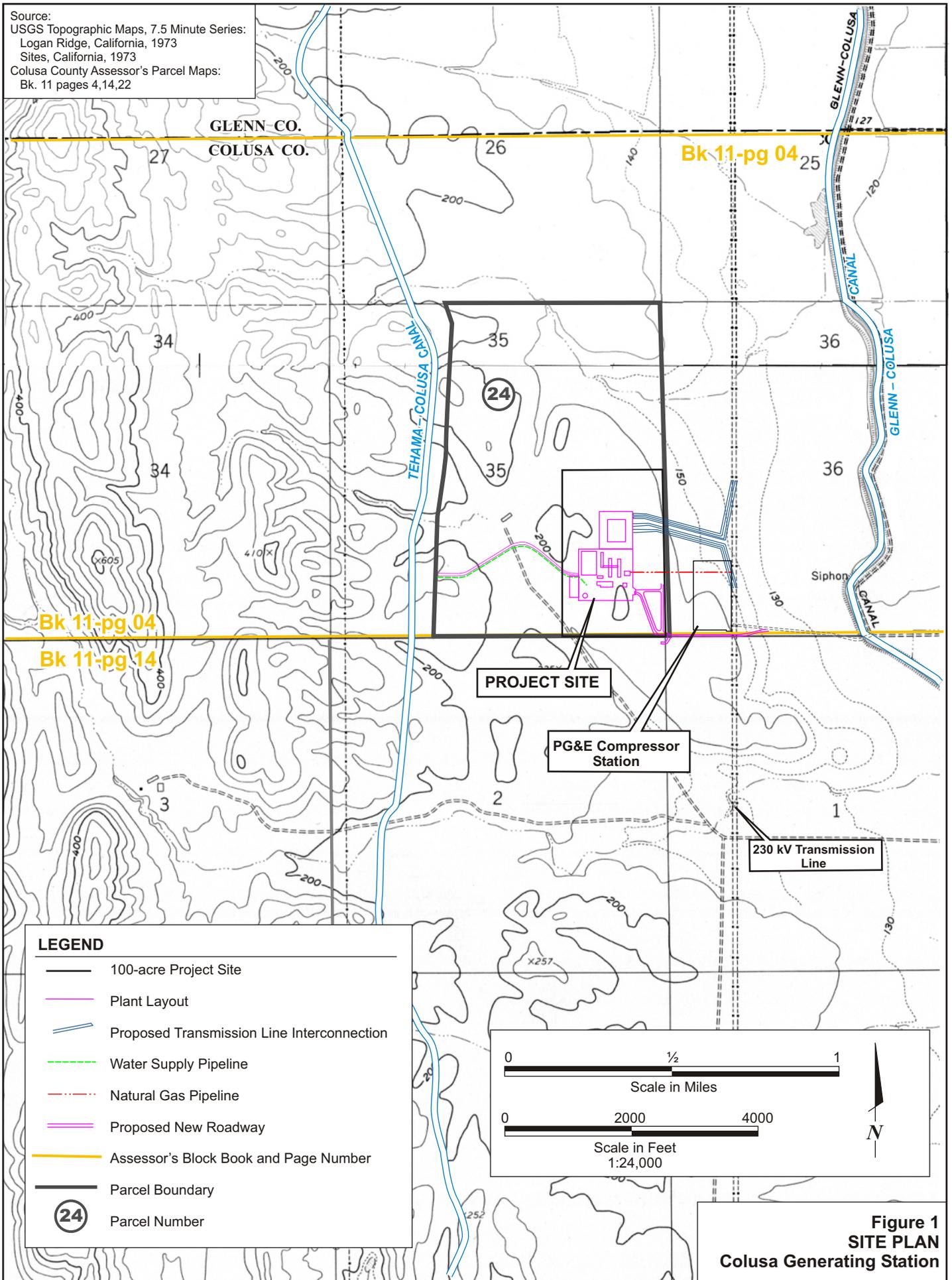
Table 5
Animal Species Observed in the Project Site And Immediate Vicinity

| Scientific Name | Common Name |
|-------------------------------------|-------------------------|
| <i>Agelaius phoeniceus</i> | red-winged blackbird |
| <i>Anas platyrhynchos</i> (nesting) | mallard |
| <i>Antilocapra americana</i> | pronghorn antelope |
| <i>Athene cuniculario hypugea</i> | burrowing owl |
| <i>Botaurus lentiginosus</i> | American bittern |
| <i>Buteo jamaicensis</i> | red-tailed hawk |
| <i>Butorides virescens</i> | green heron |
| <i>Canis latrans</i> | coyote* |
| <i>Carduelis psaltria</i> | lesser goldfinch |
| <i>Cathartes aura</i> | turkey vulture |
| <i>Charadrius vociferus</i> | killdeer |
| <i>Circus cyaneus</i> | northern harrier |
| <i>Corvus brachyrhynchos</i> | American crow |
| <i>Cyzicus californicus</i> | clam shrimp |
| <i>Didelphis virginiana</i> | Virginia opossum |
| <i>Egretta thula</i> | snowy egret |
| <i>Eremophila alpestris</i> | horned lark |
| <i>Euphagus cyanocephalus</i> | Brewer's blackbird |
| <i>Fulica americana</i> | American coot |
| <i>Himantopus mexicanus</i> | black-necked stilt |
| <i>Hirundo pyrrhonota</i> | cliff swallow |
| <i>Hylla regilla</i> | Pacific tree frog |
| <i>Icterus cucullatus</i> | hooded oriole |
| <i>Lepus californicus</i> | black-tailed jackrabbit |
| <i>Microtus</i> sp. | vole |
| <i>Mimus polyglottos</i> | northern mockingbird |
| <i>Onchorhynchus mykiss</i> | adult steelhead |
| <i>Passer domesticus</i> | house sparrow |
| <i>Passerculus sandwichensis</i> | savannah sparrow |
| <i>Phasianus colchicus</i> | ring-necked pheasant |
| <i>Pica nuttalli</i> | yellow-billed magpie |

Table 5
Animal Species Observed in the Project Site And Immediate Vicinity

| Scientific Name | Common Name |
|--|----------------------|
| <i>Pituophis melanoleucus</i> | gopher snake |
| <i>Plegadis chihi</i> | white-faced ibis |
| <i>Procyon lotor</i> | raccoon |
| <i>Rana catesbeiana</i> | bullfrog |
| <i>Sayornis nigricans</i> | black phoebe |
| <i>Sceloporus occidentalis</i> | western fence lizard |
| <i>Sorex</i> sp. | shrew |
| <i>Sturnella neglecta</i> (nesting) | western meadowlark |
| <i>Tyrannus verticalis</i> | western kingbird |
| <i>Zenaida macroura</i> | mourning dove |
| * Presence of this species confirmed based on recent evidence (scat, feathers, burrows, etc) | |

Source:
 USGS Topographic Maps, 7.5 Minute Series:
 Logan Ridge, California, 1973
 Sites, California, 1973
 Colusa County Assessor's Parcel Maps:
 Bk. 11 pages 4,14,22



LEGEND

- 100-acre Project Site
- Plant Layout
- Proposed Transmission Line Interconnection
- Water Supply Pipeline
- Natural Gas Pipeline
- Proposed New Roadway
- Assessor's Block Book and Page Number
- Parcel Boundary
- 24 Parcel Number

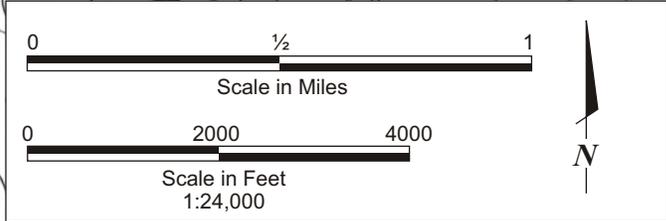
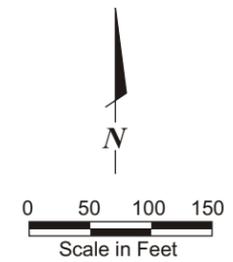
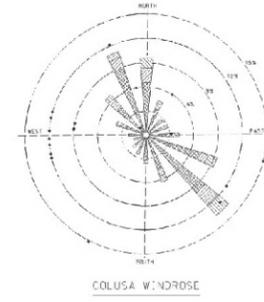
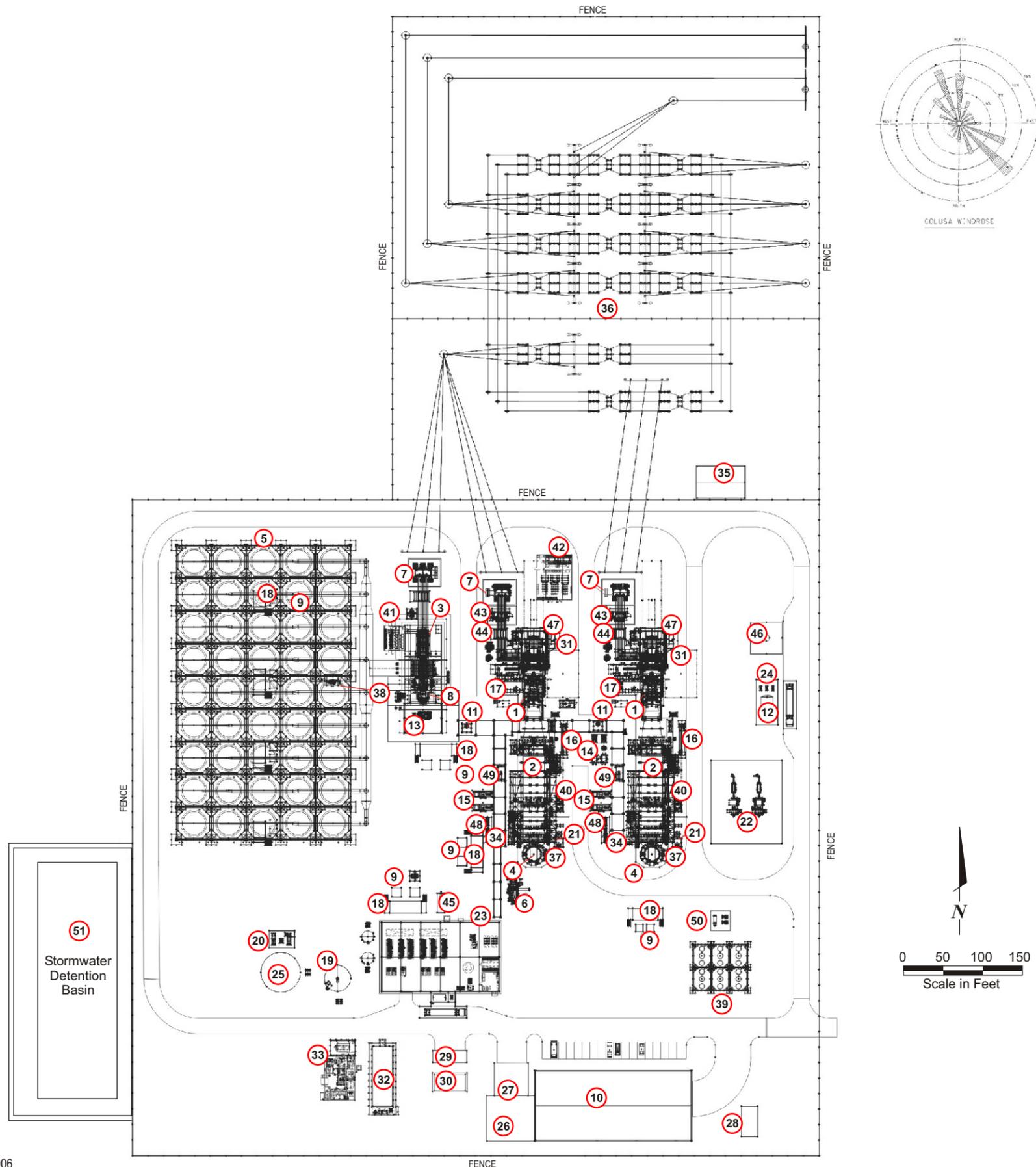


Figure 1
SITE PLAN
Colusa Generating Station

LEGEND

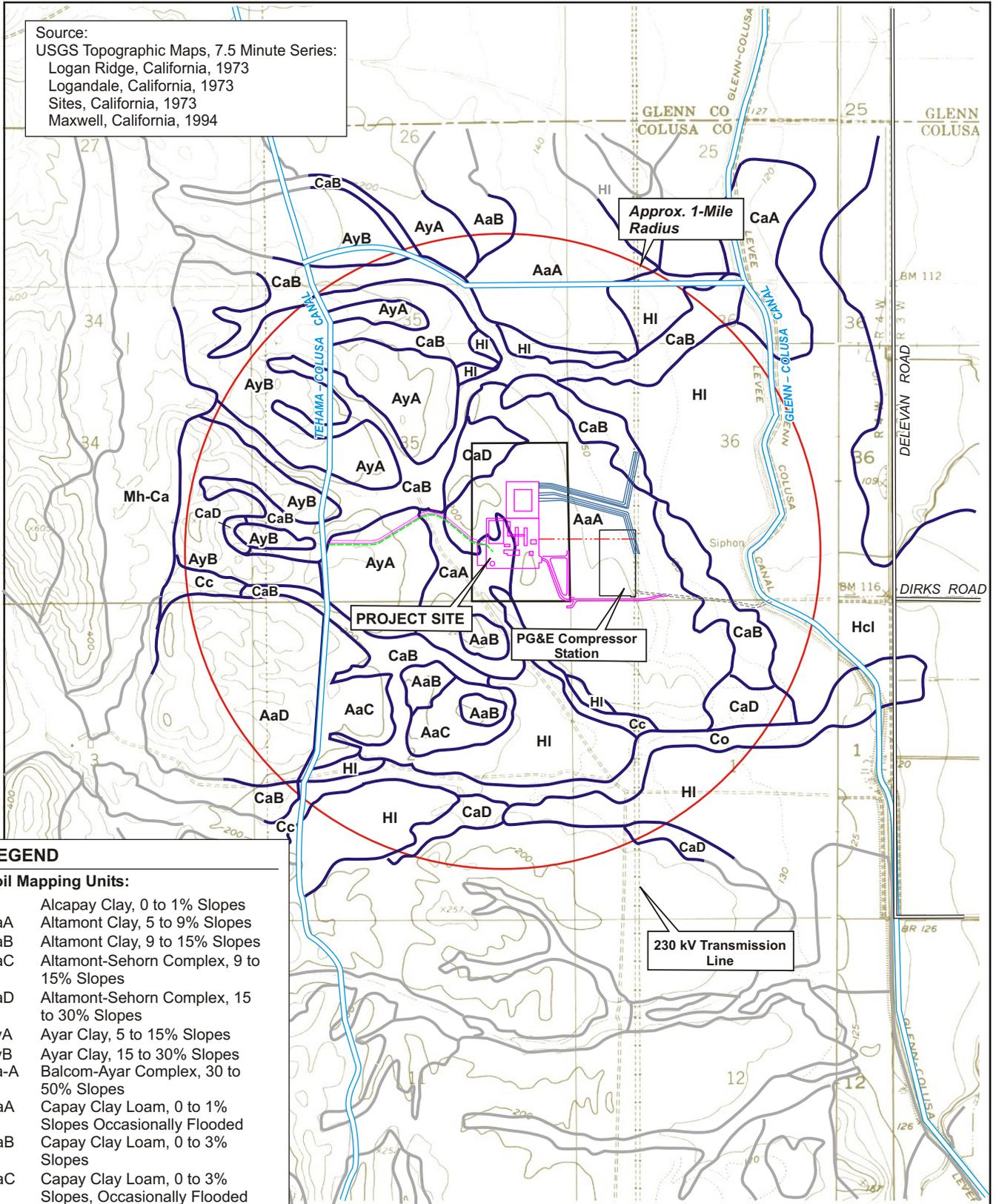
- 1 Combustion Turbine
- 2 Heat Recovery System Generator (HRSG) with SCR & Oxidation Catalyst
- 3 Steam Turbine Generator
- 4 HRSG Exhaust Stack
- 5 Air Cooled Condenser
- 6 Auxiliary Boiler
- 7 Main Transformers
- 8 Steam Turbine
- 9 Electrical Auxiliary Transformers
- 10 Control Room Administration, Warehouse, and Maintenance Bldg.
- 11 Area Sump
- 12 Ammonia Storage Tank
- 13 STG Lube Oil Skid
- 14 Air Compressors
- 15 Boiler Feed Water Pump
- 16 Fuel Gas Separator and Heating
- 17 GTG Support Skids
- 18 Power Distribution Center
- 19 Demineralized Water Storage Tank
- 20 Fire Water Pump Skid
- 21 HRSG Blowdown Tank and Sump
- 22 Gas Metering and Regulating with Fuel Gas Filter/Separators
- 23 Water Treatment Area
- 24 Ammonia Transfer Pumps
- 25 Raw/Firewater Tank
- 26 General Storage
- 27 Equipment Shelter
- 28 Septic Tank
- 29 Bulk Storage Building
- 30 Hazardous Waste Storage Area
- 31 CO₂ Bottles
- 32 Waste Water Basin
- 33 Water Evaporator Area
- 34 Pipe Rack
- 35 Switchyard Control House
- 36 230 kV Switchyard
- 37 CEMS Equipment Room
- 38 Condensate Tank and Pumps
- 39 Fin Fan Coolers
- 40 Ammonia Dilution Skid
- 41 Steam Turbine Electrical Equipment
- 42 Electrical Switchgear Building
- 43 Unit Auxiliary Transformer
- 44 Generator Breakers
- 45 Emergency Diesel Generator
- 46 Hydrogen Storage Area Tank
- 47 CT Air Inlet
- 48 Phosphate Feed Skid
- 49 Sample Panel
- 50 Auxiliary Cooling Water Pumps & Heat Exchanger
- 51 Stormwater Detention Basin



**Figure 2
PLOT PLAN
Colusa Generating Station**

Source:
Bechtel Corporation; Colusa Power Plant, Dwg. No. P1-0100-00001
General Arrangement With Air Cooled Condenser (COL_GA05 Rev 0C), October 4, 2006

Source:
 USGS Topographic Maps, 7.5 Minute Series:
 Logan Ridge, California, 1973
 Logandale, California, 1973
 Sites, California, 1973
 Maxwell, California, 1994



LEGEND

Soil Mapping Units:

- Al Alcapay Clay, 0 to 1% Slopes
- AaA Altamont Clay, 5 to 9% Slopes
- AaB Altamont Clay, 9 to 15% Slopes
- AaC Altamont-Sehorn Complex, 9 to 15% Slopes
- AaD Altamont-Sehorn Complex, 15 to 30% Slopes
- AyA Ayar Clay, 5 to 15% Slopes
- AyB Ayar Clay, 15 to 30% Slopes
- Ba-A Balcom-Ayar Complex, 30 to 50% Slopes
- CaA Capay Clay Loam, 0 to 1% Slopes, Occasionally Flooded
- CaB Capay Clay Loam, 0 to 3% Slopes
- CaC Capay Clay Loam, 0 to 3% Slopes, Occasionally Flooded
- CaD Capay Clay Loam, 5 to 9% Slopes
- CC Clear Lake Clay, 0 to 2% Slopes, Occasionally Flooded
- Co Corval Loam, 0 to 3% Slopes
- HI Hillgate Loam, 0 to 2% Slopes
- Hcl Hillgate Clay Loam, 0 to 2% Slopes
- Mh-Ca Millsholm-Capay Complex, 3 to 9% Slopes

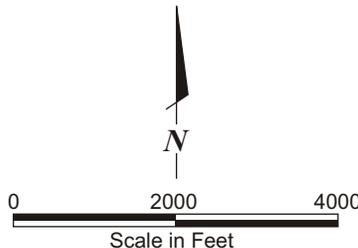


Figure 3
SOIL MAPPING UNITS
Colusa Generating Station



Figure 4
PHOTOGRAPH OF THE SITE
Colusa Generating Station



Figure 5
PHOTOGRAPH OF THE SURROUNDING AREA
Colusa Generating Station

Application Component 2: Letter of Agency

LETTER OF AGENCY

Date: October 24, 2006

County of Colusa
Department of Planning &
Building Administration
220 12th Street
Colusa, CA 95932

Planning Department:

I, the undersigned legal owner of record, hereby grant permission to:

Applicant: E&L Westcoast, LLC Phone (240) 723-2304

Applicant's Address: c/o CPV Inc, 8403 Colesville, Suite 915, Silver Spring, MD 20910

to apply for the following entitlement(s):

General Plan Amendment
 Zoning Amendment
 Tentative Parcel Map

Major Use Permit
 Major Variance
 Other - Minor or Major Height Variance to be determined by the Zoning Administrator

Tentative Subdivision Map
 Vesting Tentative Map

The subject property is located at Section 35, Township 18N, Range 4W, MD B and M.

Assessor's Parcel No. APN 11-040-024. (portion thereof)

[Signature]
Signature of ~~owner~~ of record (must be original)
Leascholder

Enerland, LLC Leaseholder (cf. Art. 4.04 from Master Ground Lease)
Name of ~~owner~~ of record
P.O. Box 789, 1387E Street
Williams, CA 95987
Address of owner of record

Master Ground Lease

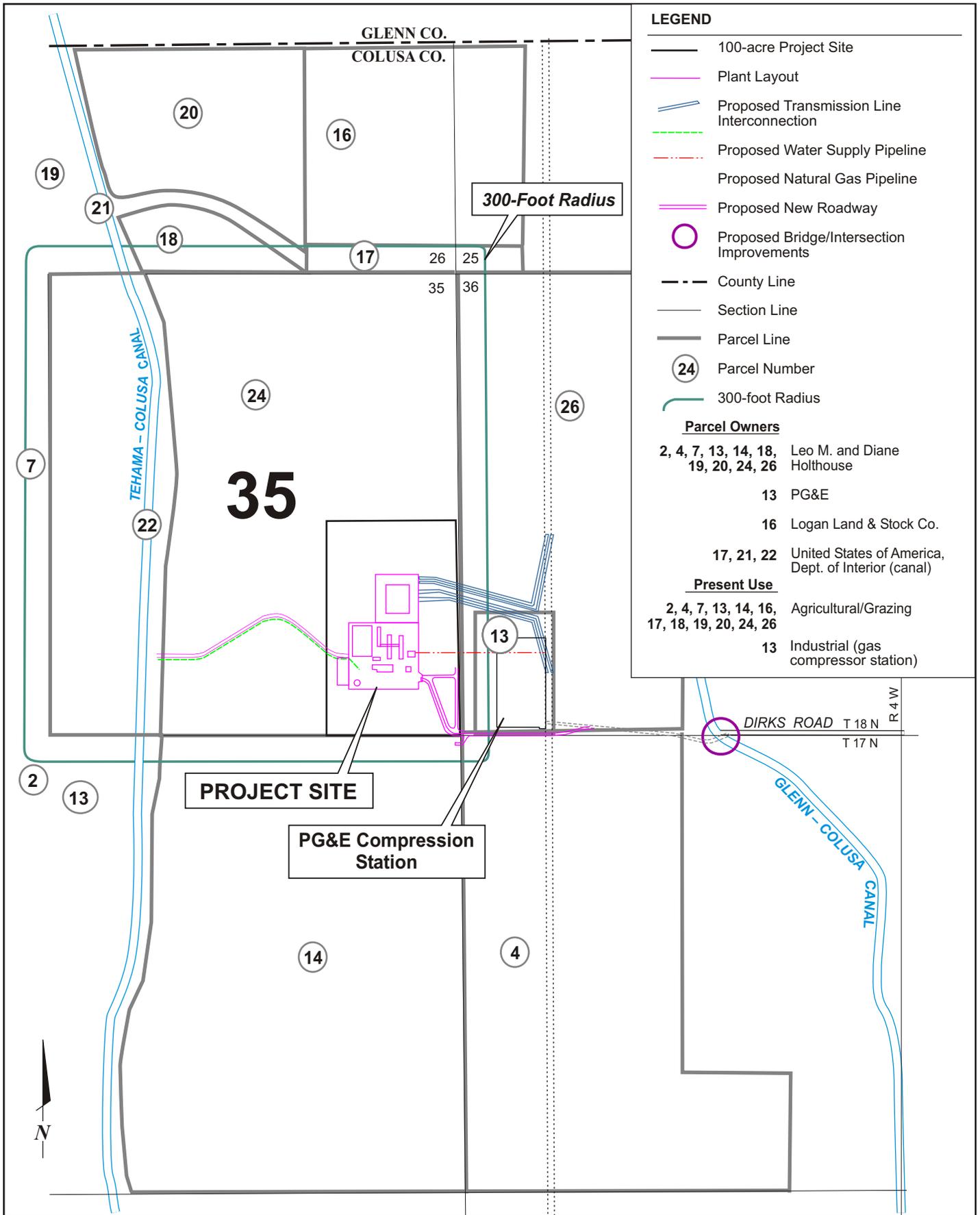
(530) 473-2123
Phone

Control No.: _____

4.04. Land Use Entitlements. Tenant shall have the right to seek and obtain any and all permits, land use changes, use permits, general plan, specific plan, zoning, tentative and final maps, land divisions, permitting and other entitlements which may be necessary or convenient to allow Tenant to make one or more of the permitted uses of the Premises (collectively "Land Use Entitlements").

Application Component 3: Statement of Applicant Responsibility

Application Component 4: 300' Radius Map and List of Owners



LEGEND

- 100-acre Project Site
- Plant Layout
- Proposed Transmission Line Interconnection
- Proposed Water Supply Pipeline
- Proposed Natural Gas Pipeline
- Proposed New Roadway
- Proposed Bridge/Intersection Improvements
- - - County Line
- Section Line
- Parcel Line
- Parcel Number
- 300-foot Radius

Parcel Owners

- 2, 4, 7, 13, 14, 18, 19, 20, 24, 26 Leo M. and Diane Holthouse
- 13 PG&E
- 16 Logan Land & Stock Co.
- 17, 21, 22 United States of America, Dept. of Interior (canal)

Present Use

- 2, 4, 7, 13, 14, 16, 17, 18, 19, 20, 24, 26 Agricultural/Grazing
- 13 Industrial (gas compressor station)

Source:
Colusa County Assessor's Parcel Maps:
Bk. 11, pages 4, 14



**300-FOOT RADIUS MAP AND LIST OF OWNERS
Colusa Generating Station**

Attachment 4: List of Owners within 300 Feet of Project Site

| APN | Owner Contact Information |
|--------------------------------|---|
| 011-040-013 | Pacific Gas & Electric One Market, Spear Tower Suite 2400 San Francisco, CA 94105-1126 |
| 011-040-016 | Logan Land & Stock Co., P.O. Box 426, Willows, CA 95988 |
| 011-040-017 | United States of America, Dept. of Interior (Canal) 1849 C Street, N.W. Washington DC 20240 |
| 011-040-018 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-019 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-020 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-021 | United States of America 1849 C Street, N.W. Washington DC 20240 |
| 011-040-022 | United States of America, Dept. of Interior (Canal) 1849 C Street, N.W. Washington DC 20240 |
| 011-040-024 PROJECT SITE | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-026 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-040-007 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-002 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-004 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-013 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |
| 011-140-014 | Leo M. and Diane Holthouse, 25039 Highway 395 South Canyon City, OR 97820-9702 |

Application Component 5: Tentative Map/Site Plan

Exhibit "A"

LEGAL DESCRIPTION

A portion of the land described as PARCEL 1 in the quitclaim deed from Martell Blair to Leo M. Holthouse recorded 20 October 2003 as Document No. 2003-0005813, Official Records County of Colusa, located in Section 35, Township 18 North, Range 04 West, M.D.B. & M., Colusa County, California, more particularly described as follows:

BEGINNING at a 3/4-inch iron pipe with PLS 7579 cap at the southeast corner of Section 35, thence S. 89°42'51" W. along the south line of said Section 1645.92 feet to a 3/4-inch iron pipe with PLS 7579 cap, thence leaving said section line N.00°05'01"E. parallel with the east line of said Section 2652.90 feet; thence N.89°54'03"E. 1645.89 feet to the east line of said Section; thence S.00°05'01"W. along said line 2647.53 feet to the **POINT OF BEGINNING**.

Containing 100.156 acres, more or less.

The basis of bearings for this description is the California Coordinate System, Zone II, North American Datum of 1983, Epoch date 1991.35, U.S. Survey feet. Distances are grid distance. Divide grid distance by 0.99992060 to obtain ground distance. Area is ground area.

Attached hereto is a plat labeled "Exhibit B" and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

END OF DESCRIPTION


Christopher B. Curtis, PLS No. 7579 22 Jun '06
Date



27|26
34|35

N89°54'45"W

5270.65

26|25
35|36

1645.88

5329.76

5305.79

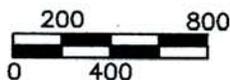
5295.07

35

N89°54'03"E

1645.89

100.156 Ac.



N00°05'01"E

2652.90

2647.53

S00°05'01"W

34|35
3|2

T.18N.

3660.52

T.17N.

S89°42'51"W

1645.92



5306.44

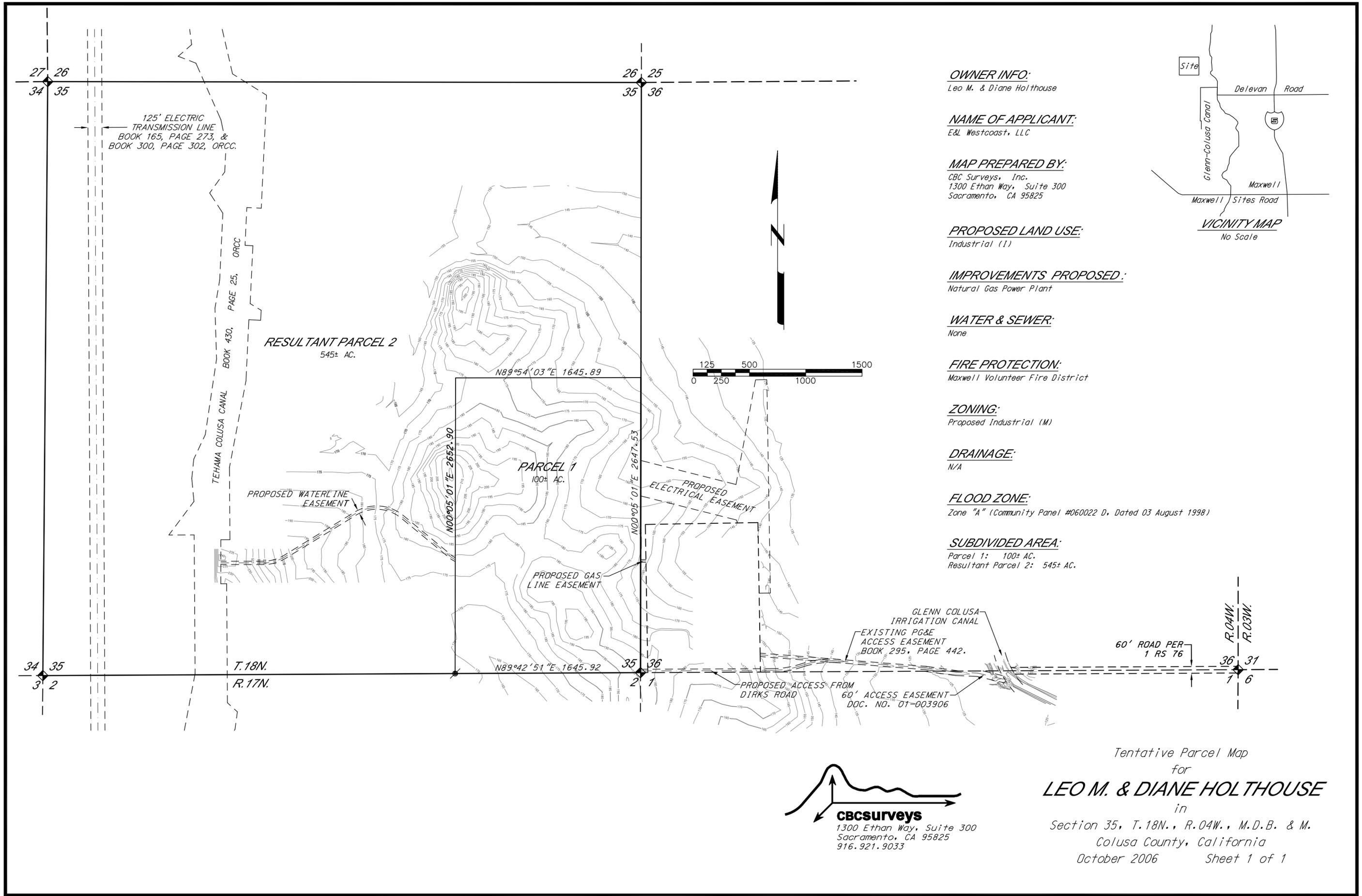
2|1
36|1

EXHIBIT B
PLAT OF REAL PROPERTY
FOR
E & L WESTCOAST, LLC

IN
SECTION 35, T.18N., R.4W., M.D.B.&M.
SCALE: 1" = 800' SHEET 1 OF 1



Christopher B. Curtis
22 JUN '06



125' ELECTRIC TRANSMISSION LINE
BOOK 165, PAGE 273, &
BOOK 300, PAGE 302, ORCC.

TEHAMA COLUSA CANAL
BOOK 430, PAGE 25, ORCC

RESULTANT PARCEL 2
545± AC.

PARCEL 1
100± AC.

PROPOSED WATERLINE EASEMENT

PROPOSED GAS LINE EASEMENT

PROPOSED ELECTRICAL EASEMENT

PROPOSED ACCESS FROM DIRKS ROAD
60' ACCESS EASEMENT
DOC. NO. 01-003906

GLENN COLUSA IRRIGATION CANAL
EXISTING PG&E ACCESS EASEMENT
BOOK 295, PAGE 442.

60' ROAD PER 1 RS 76

R.04W.
R.03W.

OWNER INFO:
Leo M. & Diane Holthouse

NAME OF APPLICANT:
E&L Westcoast, LLC

MAP PREPARED BY:
CBC Surveys, Inc.
1300 Ethan Way, Suite 300
Sacramento, CA 95825

PROPOSED LAND USE:
Industrial (I)

IMPROVEMENTS PROPOSED:
Natural Gas Power Plant

WATER & SEWER:
None

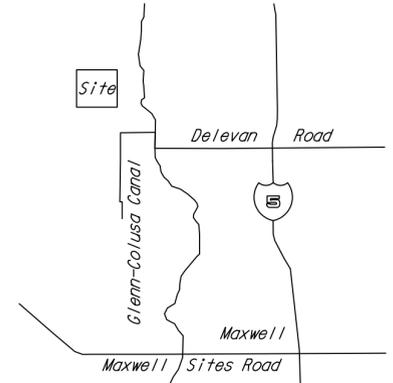
FIRE PROTECTION:
Maxwell Volunteer Fire District

ZONING:
Proposed Industrial (M)

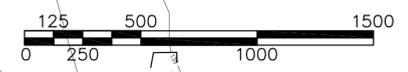
DRAINAGE:
N/A

FLOOD ZONE:
Zone "A" (Community Panel #060022 D, Dated 03 August 1998)

SUBDIVIDED AREA:
Parcel 1: 100± AC.
Resultant Parcel 2: 545± AC.



VICINITY MAP
No Scale



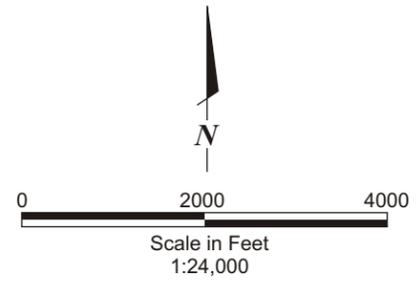
CBCsurveys
1300 Ethan Way, Suite 300
Sacramento, CA 95825
916.921.9033

Tentative Parcel Map
for
LEO M. & DIANE HOLTHOUSE
in
Section 35, T.18N., R.04W., M.D.B. & M.
Colusa County, California
October 2006 Sheet 1 of 1

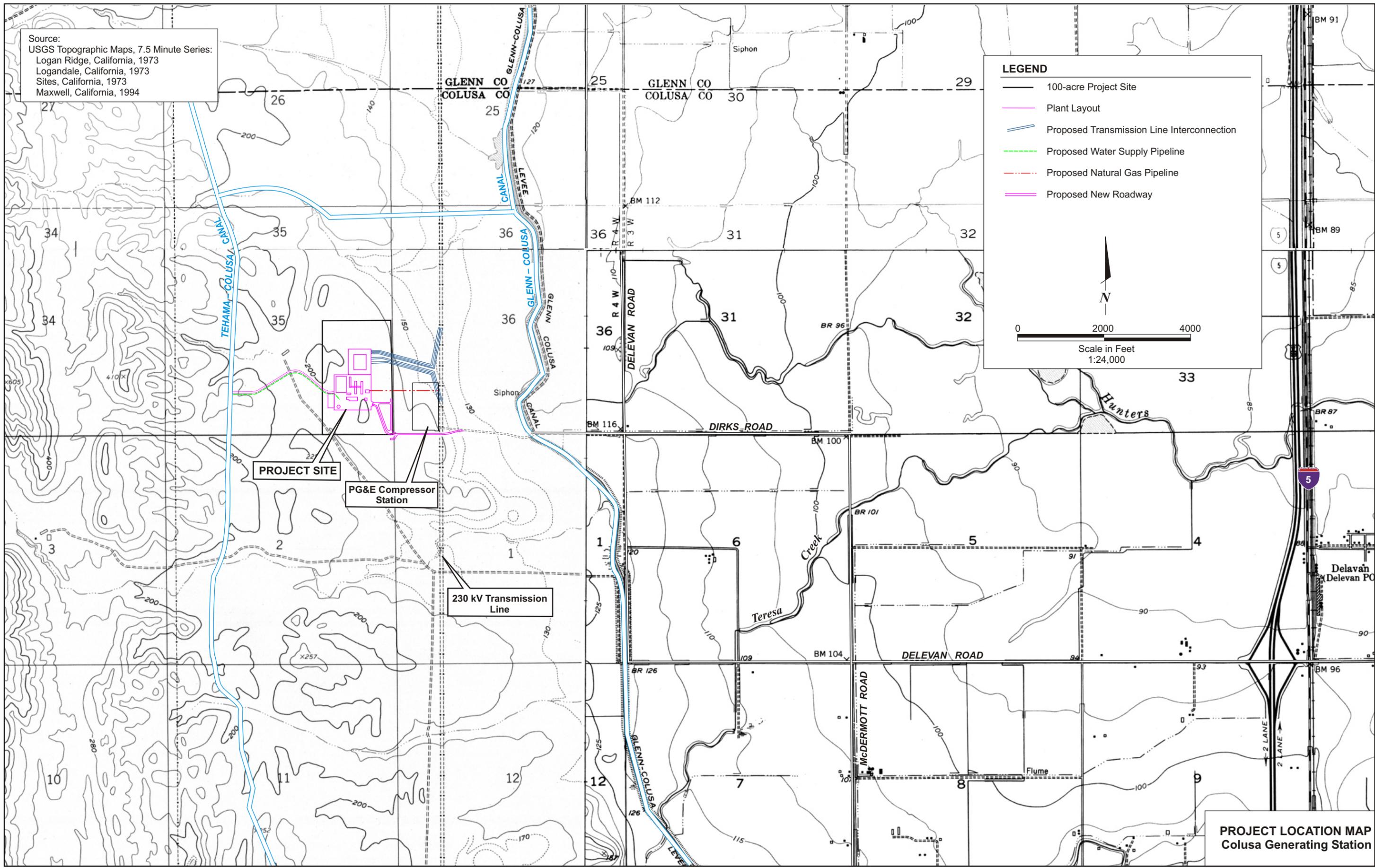
Source:
 USGS Topographic Maps, 7.5 Minute Series:
 Logan Ridge, California, 1973
 Logandale, California, 1973
 Sites, California, 1973
 Maxwell, California, 1994

LEGEND

-  100-acre Project Site
-  Plant Layout
-  Proposed Transmission Line Interconnection
-  Proposed Water Supply Pipeline
-  Proposed Natural Gas Pipeline
-  Proposed New Roadway

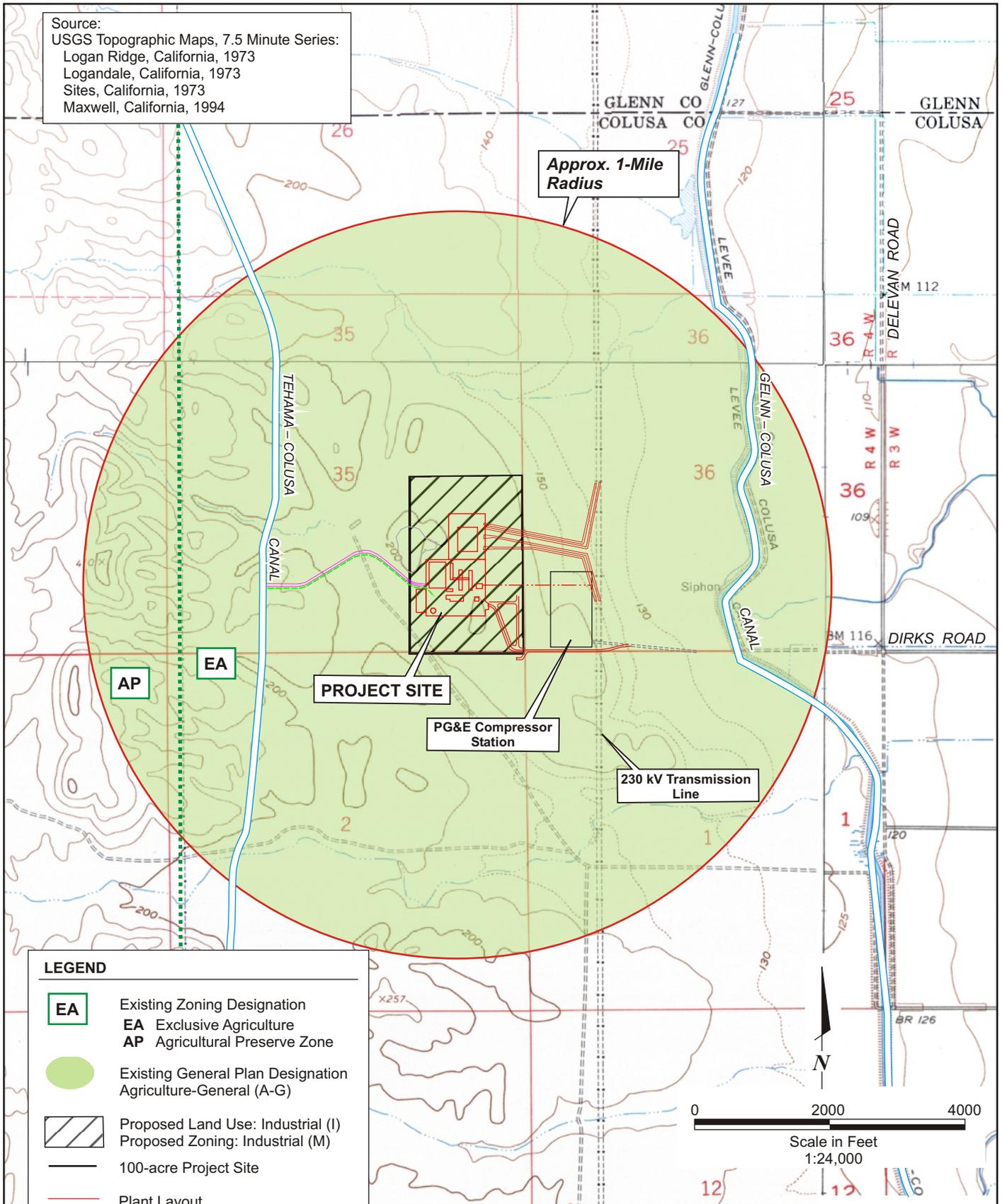


Scale in Feet
 1:24,000



PROJECT LOCATION MAP
 Colusa Generating Station

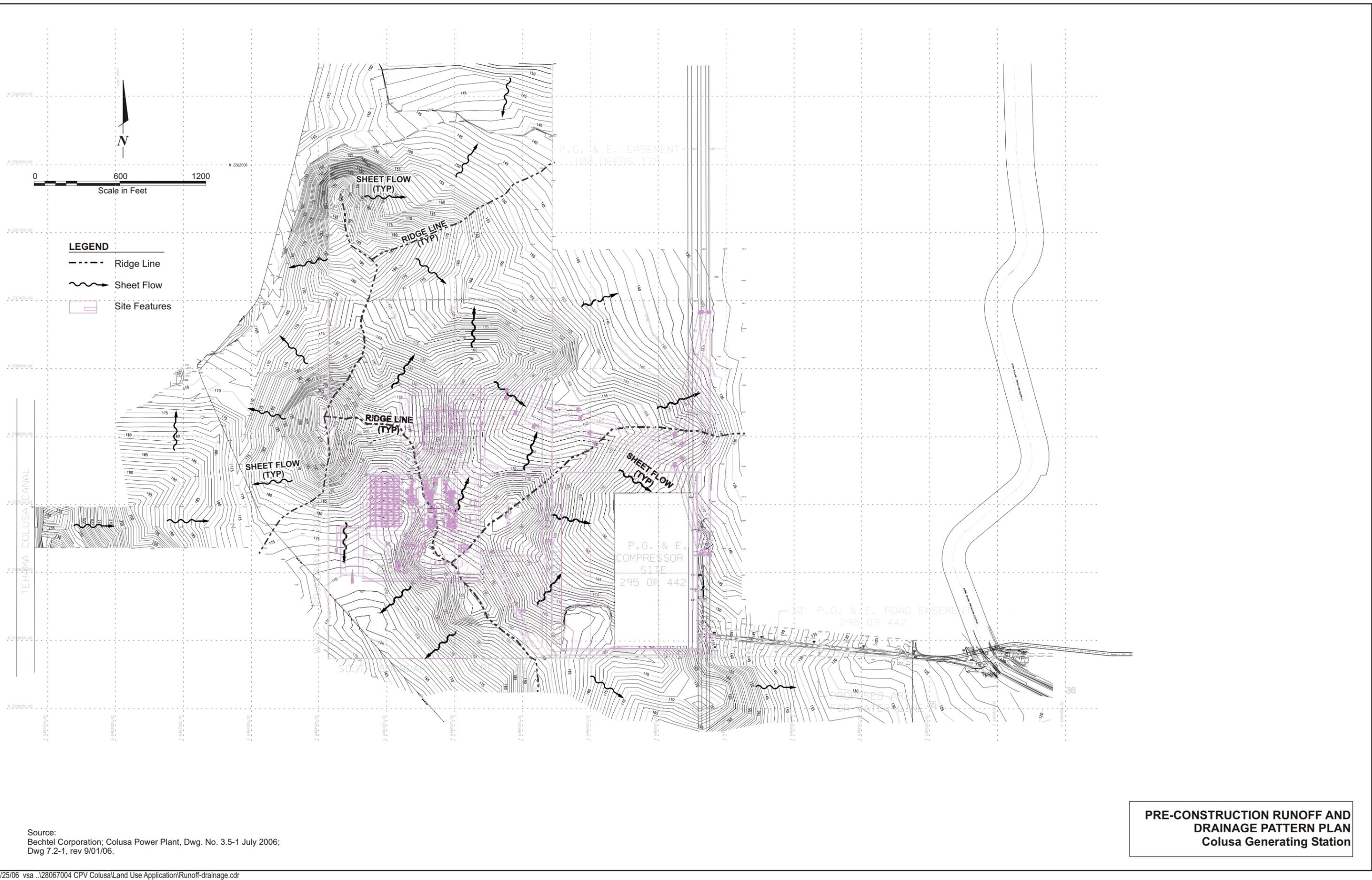
Source:
 USGS Topographic Maps, 7.5 Minute Series:
 Logan Ridge, California, 1973
 Logandale, California, 1973
 Sites, California, 1973
 Maxwell, California, 1994



LEGEND

- EA Existing Zoning Designation
- EA Exclusive Agriculture
- AP Agricultural Preserve Zone
- Existing General Plan Designation Agriculture-General (A-G)
- Proposed Land Use: Industrial (I)
- Proposed Zoning: Industrial (M)
- 100-acre Project Site
- Plant Layout
- Proposed Transmission Line Interconnection
- Water Supply Pipeline
- Natural Gas Pipeline

**GENERAL LAND USE
 Colusa Generating Station**



Source:
 Bechtel Corporation; Colusa Power Plant, Dwg. No. 3.5-1 July 2006;
 Dwg 7.2-1, rev 9/01/06.

**PRE-CONSTRUCTION RUNOFF AND
 DRAINAGE PATTERN PLAN
 Colusa Generating Station**

Application Component 7: Preliminary Title Report



First American Title Company

**1610 Arden Way, Suite 190
Sacramento, CA 95815**

October 04, 2006

Deborah Scofield
Latham & Watkins LLP
633 West Fifth Street, Suite 4000
Los Angeles, CA 90071-2005

Order Number: 3404-2483567 ()

Escrow Officer: Arah Tresler (AT)
Phone: (916)920-3100
Fax: (888)299-0262

Property: No Situs
Colusa County, CA

We enclose the following:

Commitment For Title Insurance

Thank you for your confidence and support. We at First American Title Company maintain the fundamental principle:

Customer First!

**FIRST AMERICAN TITLE INSURANCE COMPANY
INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: August 03, 2006 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

(A) **ALTA Standard Policy** \$TBD

To Be Determined

Proposed Insured:

E&L Westcoast, LLC, a Delaware limited liability company

3. (A) The estate or interest in the land described in this Commitment is:

A sub-leasehold estate as created by that certain unrecorded Ground Sublease dated December 17, 2004, executed by Enerland, LLC, a California limited liability company as sub-lessor (Sublandlord), and E&L Westcoast, LLC, a Delaware limited liability company as sub-lessee (Subtenant), as disclosed by a Memorandum of Ground Sublease recorded June 6, 2005, Recorder's Instrument No. 2005-0003697.

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

E&L WESTCOAST, LLC, a Delaware limited liability company

4. The land referred to in this Commitment is described as follows:

Real property in the unincorporated area of the County of Colusa, State of California, described as follows:

Parcel One:

A portion of the land described as PARCEL 1 in the quitclaim deed from Martell Blair to Leo M. Holthouse recorded 20 October 2003 as Document No. 2003-0005813, Official Records County of Colusa, located in Section 35, Township 18 North, Range 04 West, M.D.B. & M., Colusa County, California, more particularly described as follows:

BEGINNING at a 3/4-inch iron pipe with PLS 7579 cap at the southeast corner of Section 35, thence S. 89°42'51" W. along the south line of said Section 1645.92 feet to a 3/4-inch iron pipe with PLS 7579 cap, thence leaving said section line N. 00°05'01" E. parallel with the east line of said Section 2652.90 feet; thence N. 89°5'03" E. 1645.89 feet to the east line of said Section; thence S. 00° 05' 01" W. along said line 2647.53 feet to the POINT OF BEGINNING.

Parcel Two:

An easement for transmission line, and incidental purposes, over and across all hat portion of Section 36, Township 18 North, Range 04 West, M.D.B.&M., described as follows:

Commencing at the southwest corner of Section 36, said corner being a 3/4 inch iron pipe

marked PLS 7579; thence N 00° 05' 01" E, 1630.77 feet along the west line of Section 36 to the point of beginning; thence N 00° 05' 01" E, 289.49; thence S 74° 49' 15" E, 909.79 feet; thence N 11° 20' 48" E, 955.05 feet to the west line of the land described in the deed from Elizabeth G. Williams and others to Mt. Shasta Power Corporation dated August 31, 1921, and recorded in the office of the County Recorder of said County of Colusa in Book 100 of Deeds at page 179; thence N 89° 55' 15" E, 100.00 feet to the east line of said deed; thence S 00° 04' 45" E, 1914.73 feet along said east line; thence S 89° 55' 15" W, 100.00 feet to the west line of said deed; thence N 00° 04' 45" W, 633.72 feet along said west line to the north line of the land described in the deed from Elizabeth G. William sand others to Pacific Gas and Electric Company dated August 28, 1961, and recorded in the office of the County Recorder of said County of Colusa in Book 295 of Official Records at page 442; thence S 89° 54' 59" W, 183.06 feet along said north line; thence N 15° 29' 56" W, 27.54 feet; thence N 74° 53' 03" W, 909.14 feet to the point of beginning.

Parcel Three:

An easement for (to be determined), and incidental purposes, over and across all that portion of Section 36, Township 18 North, Range 04 West, M.D.B.&M., described as follows:

A strip of land 30 feet wide, lying 15 feet on each side of the following described line, with sidelines to be lengthened or shortened to terminate on boundary lines:

Commencing at "Point A" as described in the deed from Elizabeth G. Williams and others to Pacific Gas and Electric Company dated August 28, 1961, and recorded in the office of the County Recorder of said County of Colusa in Book 295 of Official Records at page 442; thence S 84° 31' 45" E, 695.41 feet along the line in said deed to a point of cusp with a curve concave southeasterly whose center bears S 05° 28' 15" W, 800.00 feet, said point of cusp being the point of beginning; thence southwesterly along a curve through a central angle of 24° 20' 20" a distance of 339.83 feet to the beginning of a reverse curve concave to the northwest having a radius of 800.00 feet, a radial line through said beginning of reverse curve bears N 18° 52' 05" W; thence southwesterly along a curve through a central angle of 18° 34' 56" a distance of 259.40 feet to a point 15.00 feet measured at right angles from the south line of Section 36; thence S 89° 42' 51" W, parallel to the south line of Section 36, 1174.67 feet to the west line of Section 36.

Parcel Four:

An easement for (to be determined), and incidental purposes, over and across all that portion of Sections 1 and 2, Township 17 North, Range 04 West, M.D.B.&M., described as follows:

A strip of land 30 feet wide, lying 15 feet on each side of the following described line:

Commencing at southwest corner of Section 36, Township 18 North, Range 4 West, Mount Diablo Base and Meridian, said corner being a 3/4 inch iron pipe marked PLS 7579; thence N 89° 42' 51" E, 72.79 feet along the south line of Section 36 to the point of beginning; thence S 00° 17' 09" E, 20.00 feet to the beginning of a tangential curve concave northwesterly; thence southwesterly along a curve through a central angle of 90° 03' 01" a distance of 94.30 feet; thence S 89° 45' 52" W, 68.52 feet.

Parcel Five:

An easement for waterline, over all that portion of Section 35, Township 18 North, Range 04 West, M.D.B.&M., described as follows:

A strip of land 25 feet wide, lying 12.5 feet on each side of the following described line, with

sidelines lengthened or shortened to terminate on boundary lines.

Commencing at the southeast corner of Section 35, said corner being a 3/4 inch iron pipe marked PLS 7579; thence S 89° 42' 51" W, 1645.92 feet along the south line of Section 35 to a 3/4" iron pipe marked PLS 7579; thence N 00° 05' 01" E, 966.74 feet to the point of beginning; thence N 90° 00' 00" W, 2167.0 feet to the east line of the land described in the deed from W.E. Holthouse to the United States of America dated September 16, 1975 and recorded in the office of the County Recorder of said County of Colusa in Book 430 of Official Records at page 25.

Parcel Six:

An easement for (to be determined), and incidental purposes, over all that portion of Section 36, Township 18 North, Range 04 West, and Section 1, Township 17 North, Range 04 West, M.D.B.&M., described as follows:

A strip of land 30 feet wide, lying 15 feet on each side of the following described line, with sidelines lengthened or shortened to terminate on boundary lines:

That strip of land described in the deed from Elizabeth G. Williams, etal, to Pacific Gas and Electric Company, dated August 28, 1961, recorded September 8, 1961 in Book 295 of Official Records at page 442.

Parcel Seven:

An easement for gas line, and incidental purposes, over all that portion of Sections 1 and 2, Township 17 North, Range 04 West M.D.B.&M., described as follows:

A strip of land 30 feet wide, lying 15 feet on each side of the following described line, with sidelines lengthened or shortened to terminate on boundary lines:

Beginning at a point on the east line of the strip of land as described in the deed from Elizabeth G. Williams and others to Pacific Gas and Electric Company dated December 5, 1960, and recorded in the office of the County Recorder of said County of Colusa in Book 292 of Official Records at page 597, said point being 15.00 feet measured at right angles from the north line of said Section 1; thence S 89° 42' 51" W, parallel to the north lines of said Section 1 and Section 2, 1242.61 feet; thence N 20° 07' 31" W, 15.95 feet, to the north line of said Section 2.

APN: (portion) 011-040-024, as to Parcel One

SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
 - 1. Record proper termination of the sub-lease referenced in exception #10 of Schedule B, Section Two.
 - 2. Record amended Memorandum of Ground Sublease that corrects the legal description of the Memorandum reflected under paragraph 3(A) of Schedule A to match the legal description reflected under paragraph 4 of Schedule A.
 - 3. Consent by the underlying fee owner of the land (Leo M. Holthouse, individually, and Leo M. Holthouse, as successor sole Trustee of the Wilford E. Holthouse Testamentary Trust) to the amended Ground Sublease, including consent to the easements created therein.
 - 4. Submit evidence of appointment of Leo M. Holthouse, as successor sole Trustee of the Wilford E. Holthouse Testamentary Trust, by H. Martell Blair, former sole Trustee of said trust.
 - 5. Define the purpose of the easements described as Parcels Three, Four and Six of the land.

(G)

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

(I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

(J) The following LLC documentation is required from Vestee and Enerland, LLC.

- a. A copy of its operating agreement and any amendments thereto;
- b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
- c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
- d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
- e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

(K) The following partnership documentation is required from :

(L) The following documentation is required from corporation:

(M) Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

(N) A copy of the complete lease, as referenced in Schedule A, #3 and Schedule B #9 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

- (P) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
- (S) A copy of the construction contract must be submitted to the Company for review.
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

SECTION ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION TWO

1. General and special taxes and assessments for the fiscal year 2006-2007, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
4. Rights of Way over the portion of the property described herein shown on the Map of the Sacramento Valley Irrigation Company's Subdivision of the Maxwell Unit of the Sacramento valley Irrigation Project, filed on November 11, 1910 in Book 1 of Records of Surveys, at page 56.
5. An easement for power line and incidental purposes, recorded September 19, 1921 in Book 100 of Deeds, Page 179.
In Favor of: Mt. Shasta Power Corporation
Affects: Parcels 2, 3 and 6

6. An easement for pipeline and incidental purposes, recorded May 15, 1961 as Book 292, Page 597 of Official Records.
In Favor of: Pacific Gas and Electric Company
Affects: Parcels 2, 3 and 7
7. An easement for road and incidental purposes, recorded September 8, 1961 as Book 295, Page 442 of Official Records.
In Favor of: Pacific Gas and Electric Company
Affects: Parcel 6
8. Reservations, conditions, restrictions and rights of way, etc., as described in deed from Lawyers Title Insurance Corporation, a corporation, to George P. Thomas, Jr., et al, dated March 3, 1975 and recorded March 7, 1975, Book 424 Official Records, Page 405.
9. An unrecorded Master Ground Lease dated July 5, 2001, executed by Leo M. Holthouse, individually and H. Martell Blair, Sole Trustee of the Wilfred E. Holthouse Testamentary Trust, as lessor as lessor and Enerland, LLC, a California Limited Liability Company as lessee, as disclosed by a Memorandum of Ground Lease recorded July 16, 2001 as Instrument No. 2001-2787 of Official Records.
10. An unrecorded sublease dated July of 2001, executed by Enerland, LLC, a California limited liability company, as sublessor and Reliant Energy Colusa LLC, a Delaware limited liability company, as sublessee, as disclosed by a Memorandum of Ground Lease recorded July 16, 2001 as Instrument No. 2001-2787 of Official Records.
11. An easement for construction, maintenance and use of a Single line of poles, etc. and incidental purposes, recorded August 6, 2003 as Instrument No. 2003-0004250 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: Parcel 6
12. Any failure to comply with the terms, provisions and conditions of the lease referred to in Schedule A.
13. The lack of a right of access to and from the land.

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2005-2006.
First Installment: \$1,239.98, PAID
Second Installment: \$1,239.98, PAID
Tax Rate Area: 066-049
APN: 011-040-024

Affects: The land and other property.
2. Secretary of State reports Enerland LLC is Active as of August 11, 2006.
3. Secretary of State reports E&L Westcoast, LLC is Active as of August 11, 2006.
4. The property covered by this report is vacant land.
5. A copy of the unexecuted Master Ground Lease, as referenced in exception #9 of Schedule B, Section Two, has been submitted to the Company and reviewed by Underwriting.
6. A copy of the Ground Sublease, as referenced in paragraph 3(A) of Schedule A, has been submitted to the Company and reviewed by Underwriting. Said Ground Sublease to be superceded by an amended Ground Sublease.
7. A letter confirming the consent to the Ground Sublease referenced in paragraph 3(A) of Schedule A has been submitted to the Company. Said letter is dated December 20, 2004 and the consent executed by Leo M. Holthouse, individually, and Leo M. Holthouse, as successor sole Trustee of the Wilford E. Holthouse Testamentary Trust.
8. The fee interest of Parcel One is vested of record as follows: Leo M. Holthouse, individually, as to an undivided 1/2 interest; and H. Martell Blair, Sole Trustee of the Wilfred E. Holthouse Testamentary Trust, as to an undivided 1/2 interest.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

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

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

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

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

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

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

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

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

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

| | |
|------------------|-----------------------------|
| a. building | b. zoning |
| c. land use | d. improvements on the land |
| e. land division | f. environmental protection |

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

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

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

SCHEDULE B

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

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- Part Two:
1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.