Antelope Valley Groundwater Cases Santa Clara County Case No. 1-05-CV-049053 Judicial Council Coordination ("JCCP") No. 4408

EXHIBIT A

Transfer and Resolution No. R-20-38 Transfer with Specified Conditions FS Land Holdings Co. to US Solar Assets LLC and Rabbitbrush Solar LLC

RESOLUTION NO. R-20-38

APPROVING APPLICATIONS FOR TRANSFERS PURSUANT TO THE TERMS OF THE JUDGMENT WITH SPECIFIED CONDITIONS; ATTACHED EXHIBIT A

WHEREAS, the Antelope Valley Watermaster, formed by the Antelope Valley Groundwater Cases Final Judgment ("Judgment"), Santa Clara Case No. 1-05-CV-049053 signed December 23, 2015, is to administer the Judgment; and

WHEREAS, a process for considering and approving applications for transfers is set forth in the Judgment and in the Rules and Regulations unanimously adopted by the Board on June 24, 2020 pursuant to Resolution No. R-20-12; and

WHEREAS, the Watermaster Engineer is authorized under the Judgment to recommend to the Watermaster Board that applications for transfers be denied or approved and that approval may be pursuant to certain conditions; and

WHEREAS, pursuant to the terms of the Judgment, the Watermaster Engineer is required to make certain findings and to consider, investigate and recommend to the Watermaster Board denial or approval, or approval with certain conditions, of these applications consistent with the terms of the Judgment; and

WHEREAS, pursuant to the Transfer Request Forms listed on attached Exhibit A (the "Applications"), FS Land Holdings Co. proposes to make permanent transfers of 724.44 acrefeet to US Solar Assets LLC. and 10 acre-feet to Rabbitbrush Solar LLC.; and

WHEREAS, US Solar Assets LLC. and Rabbitbrush Solar LLC. are not a Party to the Judgment, and as such may not receive a transfer of Production Rights until they have successfully intervened as Parties to the Judgment; and

WHEREAS, in consultation with the Watermaster General Counsel, the Watermaster Engineer has reviewed the Applications and, if the Board chooses to approve the Applications, recommends that approval be subject to the following conditions, as noted on Exhibit A:

- US Solar Assets LLC. and Rabbitbrush Solar LLC must each file a motion to intervene as Parties to the Judgment no later than thirty (30) days after the date of this Resolution;
- (2) the proposed transfers shall be of no force or effect until US Solar Assets LLC and Rabbitbrush Solar LLC. has successfully intervened as a Party to the Judgment;
- (3) nothing in this Resolution shall be construed as precedent or authority for any non-Party to receive a transfer of a Production Right without first intervening in the Judgment.

WHEREAS, the Watermaster Board has considered the findings and recommendations of the Watermaster Engineer set forth above and attached in Exhibit A and is prepared to approve the Applications pursuant to such conditions recommended by the Watermaster Engineer. NOW, THEREFORE, BE IT RESOLVED, that the Watermaster Board unanimously approves the applications for transfers in attached Exhibit A to this Resolution as being consistent with the terms of the Judgment and applicable Rules and Regulations, subject to the conditions set forth in the Recitals above and attached in Exhibit A.

I certify that this is a true copy of Resolution No. R-20-38 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held December 02, 2020, in Palmdale, California.

Date:

ATTEST:

Robert Parris, Chairman

Patricia Rose - Secretary

Exhibit A Attachment to Resolution No. R-20-38 Approving Applications for Transfers Pursuant to the Terms of the Judgment

Original Producer	Transferee	Type of Transfer	Amount	Original Parcel(s) (APN#)	Parcels Water Transferred to (APN#)
FS Land Holdings Co.	US Solar Assets	Allocation of Production Right	724.44 (AF)	358-040-04 359-031-04	358-040-01,-04; 358-030-03;359-011- 28;359-011-28;359- 051-01,-45; 358-17- 06;359-031-53,-55,; 359-032-01, -17
FS Land Holdings Co.	US Solar Assets	One-Time Carryover	3,783.66 (AF)	358-040-04 359-031-04	358-040-01,-04;358- 030-03;359-011- 28;359-011-28;359- 051-01,-45; 358-17- 06;359-031-53,-55,; 359-032-01, -17
FS Land Holdings Co	Rabbitbrush Solar, LLC	Allocation of Production Right	10 (AF)	358-040-04 359-031-04	358-010-04,-13,- 14,0-17,-19; 358-030-05, -06,-26,- 29;358-141-34;358- 152-03;-54,-58,358- 160-01,-02,-07,-10,- 13,-14,-21,-24,-27,- 29,31;358-360- 04;358-360-05
FS Land Holdings Co	Rabbitbrush Solar, LLC	One-Time Carryover	300 (AF)	358-040-04 359-031-04	358-010-04,-13,- 14,0-17,-19; 358-030-05, -06,-26,- 29;358-141-34;358- 152-03;-54,-58,358- 160-01,-02,-07,-10,- 13,-14,-21,-24,-27,- 29,31;358-360- 04;358-360-05



November 20, 2020

Robert Parris, Chair Antelope Valley Watermaster Board

Re: FS Land Holding Company, LLC Allocation of Production Rights Associated with a Change in Organizational Structure

Watermaster Board:

FS Land Holding Company, LLC (FSLH) is a Party to the Judgment and has 734.44 acre-feet per year (AFY) of Production Rights. It owns Production Rights transferred from Rosamond Ranch (598 AFY plus 2,376 AF of Carry Over water) and a portion of the Production Rights transferred from Landinv, Inc. (136.44 AFY plus 1,707.66 Carry Over water).

FSLH, US Solar Assets, LLC (US Solar), and Rabbitbrush Solar, LLC (Rabbitbrush Solar) are part of the First Solar, Inc. organizational structure. Due to a change in organizational structure at First Solar, Inc., the parent company, FSLH is requesting Watermaster approval of two permanent transfers, one to Rabbitbrush Solar and one to US Solar. FSLH requests to transfer 10 AFY of Production Rights and 300 AF of Carry Over water to Rabbitbrush Solar and the remainder of its Production Rights and Carry Over water (724.44 AF of Production Rights; 3,783.66 AF of Carry Over water) to US Solar. US Solar and Rabbitbrush Solar will both intervene in the Judgment.

The figures attached to the applications show the locations of parcels associated with Rabbitbrush Solar and with US Solar. FSLH has submitted a New Point of Extraction application for a proposed well on the Rabbitbrush Solar site. That application is also on the AVWM Board agenda for approval in December.

Todd Groundwater finds that the attached applications for the division of Production Rights and Carry Over water is complete. Recognizing that this division of Production Rights will not change extraction locations¹ or amounts, Todd Groundwater finds the potential for Material Injury as defined in the Judgment negligible and recommends approval of this transfer provided US Solar and Rabbitbrush Solar successfully intervene in the Judgment

Sincerely,

Katherine White

Katherine White, P.E. Todd Groundwater, Antelope Valley Watermaster Engineer

¹ The requested New Point of Extraction for the proposed well on the Rabbitbrush Solar site is a separate approval.

Brownstein Hyatt Farber Schreck

November 16, 2020

Bradley J. Herrema Attorney at Law 805.882.1493 tel 805.965.4333 fax bherrema@bhfs.com

VIA EMAIL AND US MAIL

Antelope Valley Watermaster P.O. Box 3025 Quartz Hill, California 93586 info@avwatermaster.net afitzpatrick@avwatermaster.net

RE: FS Land Holding Company, LLC's Request to Transfer Antelope Valley Water Rights

To whom it may concern:

Pursuant to the Judgment and the Antelope Valley Watermaster ("Watermaster") Rules and Regulations, FS Land Holding Company, LLC ("FSLH"), US Solar Assets, LLC ("US Solar"), and Rabbitbrush Solar, LLC ("Rabbitbrush") submit the enclosed transfer request forms for Watermaster review and approval. Each of the three entities is a part of the First Solar, Inc. organizational structure, and FSLH is currently a party to the Judgment as successor to the following Production Rights delineated in Exhibit 4 to the Judgment: (i) 136.44 acre-feet (post-rampdown) of the Production Right originally allocated to LandInv, Inc.; and, (ii) the entirety of the 598 acre-feet Production Right originally allocated to Rosamond Ranch, LP. FSLH also owns substantial water in Carry Over as a result of each of these Production Rights.

Due to a change in organizational structure at First Solar, Inc., the entities' parent company, FSLH now requests Watermaster approval of two permanent transfers, one to US Solar and one to Rabbitbrush. FSLH requests to transfer 300 acre-feet of its Carry Over water and 10 acre-feet of its Production Right to Rabbitbrush, and the remainder of its water rights (724.44 acre-feet in Production Rights and all remaining Carry Over water) to US Solar. FSLH, Rabbitbrush, and US Solar have executed and attached the appropriate forms hereto, and will submit a check for the necessary fees with the hard copy of this letter. Because the transfers are the product of a change in organizational structure, as opposed to a material shift (see enclosed maps) in production locations, there should be no Material Injury associated with the transfers. Further, US Solar and Rabbitbrush will be seeking to intervene in the Judgment forthwith. Accordingly we respectfully request Watermaster agendize and approve these transfer requests at Watermaster's December 2, 2020 Board of Directors meeting.

2049 Century Park East, Suite 3550 Los Angeles, CA 90067 main 310.500.4600

bhfs.com

Antelope Valley Watermaster November 16, 2020 Page 2

We appreciate Watermaster's careful and expeditious review of this matter. Please email or call me with any questions or concerns.

Sincerely,

Burly g. Her

Bradley J. Herrema Enclosures

Copy to:

Kate White, Todd Groundwater, <u>kwhite@toddgroundwater.com</u> Brett Martino, First Solar, <u>brett.martino@firstsolar.com</u>

TRANSFER REQUEST FORM

ANTELOPE VALLEY WATERMASTER

Please include an application fee according to the fee schedule posted on the Watermaster website: https://avwatermaster.net. Make check out to: Antelope Valley Watermaster

Mail to: Antelope Valley Watermaster, P.O. Box 3025, Quartz Hill, California 93586 <u>OR</u> email to: info@avwatermaster.net Call Watermaster Administrative staff at 661-234-8233 with questions. *Transfer Requests review could take up to 60 days*.

PERMANENT TRANSFER? ✓ Yes or No _____ or TEMPORARY/ONE-TIME TRANSFER? _____ Yes or No ✓ IF TRANSFER DUE TO CHANGE IN LAND OWNERSHIP, PLEASE ATTACH DEED AS PROOF OF SALE OR A PRELIMINARY TITLE REPORT

Date Requested November 13, 2020 Amount Requested 10 AFY of Annual Right/300 AF Carry Over acre-feet

If Temporary, Calendar Year(s) to be Used

Which Party will be paying the annual Administrative Assessment(s) for the transferred water? Transferee

Is either Party a member of the Antelope Valley United Mutuals Group? Yes or No 🗸

TRANSFER FROM (SELLER/TRANSFEROR):

Name FS Land Holding Company, LLC Street Address 135 Main Street, 6th Floor

City San Francisco State California

Phone 415-935-2551 email brett.martino@firstsolar.com

APN#(s) where transfer originates (i.e., production well location(s)) North Rosamond Well - APN 358-040-04

Willow Springs Well - APN 359-031-04

APN#(s) (or water supply service area) where groundwater was used <u>358-040-01, -04; 358-030-03; 359-011-28; 359-011-28</u> 359-051-01, -45; 358-17-06; 359-031-53, -55; 359-032-01, -17

Zip Code 94105

TRANSFER TO (BUYER/TRANSFEREE):

Name Rabbitbrush Solar, LLC	Street Address 135 Ma	in Street, 6th Floor	
City San Francisco	State California	Zip Code 94105	
Phone 415-935-2551	email brett.martino		

Note: Legal notices under the Judgment will be sent to the above email address. You are required to keep this information up to date. Please notify the Watermaster of any changes.

APN#(s) (or water supply service area) where transfer will be pumped and used 358-010-04, -13, -14, -17-19; 358-030-05, -06, -26-29 358-141-34; 358-152-03, -54-58; 358-160-01, -02, -07-10, -13-14, -21, -24-27, -29-31; 358-360-04; 358-360-05

Purpose of Transfer:

- Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]
- Additional Source of Water
- Other, explain This is a permanent transfer resulting from a change in ownership structure for First Solar.

Water is to be Transferred from/to: (transferred water retains its original water type):

- Current Year Production Right: amount _______acre-feet
- Carry Over Water: amount _______ acre-feet
- Storage: amount ______ acre-feet
- Other, explain 300 AF from FS Land Holding's carryover water, and 10 AFY from FS Land Holding's annual right

(Transferred water retains its original water type - e.g., transferred Carry Over Water remains Carry Over water)

WATER QUALITY AND WATER LEVELS (not required if transfer is in association of change of land ownership)

Are Parties aware of any water quality issues that exist in either the area transferred from or to? <u>Yes or No</u>

Please provide groundwater elevations in the areas affected by the transfer. 269-358 feet below ground surface

Are Parties aware of any water level issues that exist in either the area transferred from or to? ______Yes_or_No ✓_______

MAPS

Please include a map of the area where the water was used by the Transferor and a map of the area where the water is intended to be used by the Transferee. Include locations of production facilities involved in or affected by the Transfer. This map can include all possible locations of past source and use and future source and use.

SECURITY INTEREST OR LIENHOLDERS

For Permanent Transfers, please provide a list of all parties with a recorded security interest, deed of trust or a lien in such real property or in crops growing or to be grown thereon, and attach copies of written notices to such parties and copies of return receipts. N/A

The transfer shall be conditioned upon:

- 1. Transferee shall succeed to the right of Transferor under the terms of the Judgment.
- 2. Transferee shall only use Transferred waters for reasonable and beneficial uses.
- 3. Any Transferee not already a Party to the Judgment must intervene and become a Party to the Judgment.
- 4. All applicable assessments (Administrative and Balance) and transfer fees are paid in full.
- 5. If the Watermaster determines that the transfer has resulted in a material injury, the parties will be required to work with the Watermaster Board to mitigate that material injury.
- 6. For Permanent Transfers, the Parties agree to duly record in the office of the appropriate County Recorder a document reflecting the Permanent Transfer reflected in this Transfer Form.
- 7. The Transfer Request Form must bear the notarized signatures of both the transferor and the transferee.

SIGNATURES

I understand and agree to abide by the terms of the Antelope Valley Adjudication Judgment. I swear under penalty of perjury that the information provided on this Transfer Request Form is correct to the best of my knowledge, that I am authorized to enter into this Transfer on behalf of the party indicated below and to bind that party on whose behalf I am signing, and that signing this Transfer Request Form is within the scope of my authority, and that the signature below, whether original, electronic, or photocopied, is authorized and valid, and is affixed with the intent to be enforceable. I understand that it is my responsibility to notify the Antelope Valley Watermaster of any changes in any of the information provided on this form within 15 days. I also understand that additional information may be required if there is a suspected potential for a material injury as defined in the Judgment.

	1 1
Date	11/16/20
Date	11/16/20
	Date

Page 2 of Z 3

To be completed by the Watermaster:	21-10. 110-+	
Watermaster Engineer Approval	Katherine White_	Date11/16/20
Watermaster Board Approval		Date

Page 3 of 23

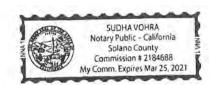
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Seland)
On 11-16-2020 b	efore me, SUDRA MOMRA MOTORA D. H.
Date	Here Insert Name and Title of the Officer
personally appeared	2K Osternoll-
	Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

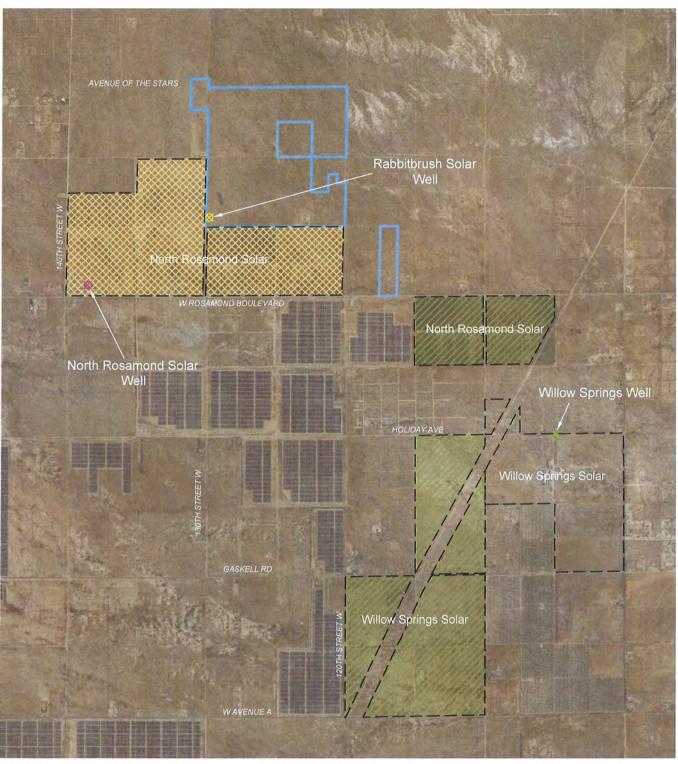
Place Notary Seal Above

OPTIONAL .

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Title or Type of Document: <u>The and fun</u> Document Date: <u>16-7016</u> Signer(s) Other Than Named Above:	Arcquest forme Number of Pages: 3
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

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Legend



Rabbitbrush Solar Facility Site

North Rosamond Well Water Used in this Area

Willow Springs Well Water Used in this Area



1 Mile

N

TRANSFER REQUEST FORM ANTELOPE VALLEY WATERMASTER

Please include an application fee according to the fee schedule posted on the Watermaster website: https://avwatermaster.net. Make check out to: Antelope Valley Watermaster

Mail to: Antelope Valley Watermaster, P.O. Box 3025, Quartz Hill, California 93586 OR email to: info@avwatermaster.net

Call Watermaster Administrative staff at 661-234-8233 with questions. Transfer Requests review could take up to 60 days.

PERMANENT TRANSFER? ✓ Yes or No or TEMPORARY/ONE-TIME TRANSFER? Yes or No ✓ IF TRANSFER DUE TO CHANGE IN LAND OWNERSHIP, PLEASE ATTACH DEED AS PROOF OF SALE OR A PRELIMINARY TITLE REPORT

Date Requested November 13, 2020 Amount Requested See below acre-feet

If Temporary, Calendar Year(s) to be Used_

Which Party will be paying the annual Administrative Assessment(s) for the transferred water? Transferee

Is either Party a member of the Antelope Valley United Mutuals Group? Yes or No 🖌

TRANSFER FROM (SELLER/TRANSFEROR):

Name FS Land Holding Company, LLC Street Address 135 Main Street, 6th Floor

City San Francisco State California

Phone 415-935-2551 email brett.martino@firstsolar.com

APN#(s) where transfer originates (i.e., production well location(s)) North Rosamond Well - APN 358-040-04

Willow Springs Well - APN 359-031-04

APN#(s) (or water supply service area) where groundwater was used <u>358-040-01, -04; 358-030-03; 359-011-28; 359-011-28</u>; 359-051-01, -45; 358-17-06; 359-031-53, -55; 359-032-01, -17

Zip Code 94105

TRANSFER TO (BUYER/TRANSFEREE):

Name US Solar Assets, LLC	Street Address 135 Ma	in Street, 6th Floor
City San Francisco	State California	Zip Code 94105
146 005 0554		

Phone 415-935-2551 email brett.martino@firstsolar.com

Note: Legal notices under the Judgment will be sent to the above email address. You are required to keep this information up to date. Please notify the Watermaster of any changes.

APN#(s) (or water supply service area) where transfer will be pumped and used

The requested transfer is a change in organizational structure for First Solar. As of now, there is no change in place of use for the water rights to be held by US Solar Assets.

Purpose of Transfer:

- Permanent Transfer resulting from Property Sale/Transfer [PLEASE ATTACH DEED OR PRELIMINARY TITLE REPORT]
- Additional Source of Water
- Ø Other, explain This is a permanent transfer resulting from a change in organizational structure for First Solar.

Water is to be Transferred from/to: (transferred water retains its original water type):

- Carry Over Water: amount _______ acre-feet
- □ Storage: amount ______acre-feet
- Ø Other, explain All of FS Land Holding's water rights, other than those requested to be transferred to Rabbitbrush Solar.

(Transferred water retains its original water type - e.g., transferred Carry Over Water remains Carry Over water)

Page 1 of 2

WATER QUALITY AND WATER LEVELS (not required if transfer is in association of change of land ownership)

Are Parties aware of any water quality issues that exist in either the area transferred from or to? <u>Yes or No</u> \checkmark

Please provide groundwater elevations in the areas affected by the transfer. 269-358 feet below ground surface

Are Parties aware of any water level issues that exist in either the area transferred from or to? Yes or No If yes, please explain:

MAPS

Please include a map of the area where the water was used by the Transferor and a map of the area where the water is intended to be used by the Transferee. Include locations of production facilities involved in or affected by the Transfer. This map can include all possible locations of past source and use and future source and use.

SECURITY INTEREST OR LIENHOLDERS

For Permanent Transfers, please provide a list of all parties with a recorded security interest, deed of trust or a lien in such real property or in crops growing or to be grown thereon, and attach copies of written notices to such parties and copies of return receipts.

The transfer shall be conditioned upon:

- 1. Transferee shall succeed to the right of Transferor under the terms of the Judgment.
- 2. Transferee shall only use Transferred waters for reasonable and beneficial uses.
- 3. Any Transferee not already a Party to the Judgment must intervene and become a Party to the Judgment.
- 4. All applicable assessments (Administrative and Balance) and transfer fees are paid in full.
- 5. If the Watermaster determines that the transfer has resulted in a material injury, the parties will be required to work with the Watermaster Board to mitigate that material injury.
- 6. For Permanent Transfers, the Parties agree to duly record in the office of the appropriate County Recorder a document reflecting the Permanent Transfer reflected in this Transfer Form.
- 7. The Transfer Request Form must bear the notarized signatures of both the transferor and the transferee.

SIGNATURES

I understand and agree to abide by the terms of the Antelope Valley Adjudication Judgment. I swear under penalty of perjury that the information provided on this Transfer Request Form is correct to the best of my knowledge, that I am authorized to enter into this Transfer on behalf of the party indicated below and to bind that party on whose behalf I am signing, and that signing this Transfer Request Form is within the scope of my authority, and that the signature below, whether original, electronic, or photocopied, is authorized and valid, and is affixed with the intent to be enforceable. I understand that it is my responsibility to notify the Antelope Valley Watermaster of any changes in any of the information provided on this form within 15 days. I also understand that additional information may be required if there is a suspected potential for a material/injury as defined in the Judgment.

Signature of Transferor Date Signature of Transferee Date

Page 2 of 2

A notary public or other officer completing the	
document to which this certificate is attached, and r	rtificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California	1
County of Salamn	
On _/1-16-2020_ before me,	SUDHA VOHRA NOTOGU PULL
personally appeared	Here Insert Name and Title of the Officer
1	Name(s) of Signer(s)
who proved to me on the basis of satisfactor subscribed to the within instrument and ackno his/her/their authorized capacity(ies), and that by or the entity upon behalf of which the person(s)	
Jananananan	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SUDHA VOHRA Notary Public – California	WITNESS my hand and official seal.
Solano County Commission # 2184688 My Comm. Expires Mar 25, 2021	Signature Surlia Viblitia
	Signature of Notary Public
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Though this section is optional, completing this fraudulent reattachment of the escription of Attached Document the or Type of Document:	PTIONAL 's information can deter alteration of the document or is form to an unintended document.
Though this section is optional, completing this fraudulent reattachment of the escription of Attached Document the or Type of Document:	PTIONAL is information can deter alteration of the document or is form to an unintended document. Request from to an unintended document. Number of Pages: Signer's Name: Orporate Officer - Title(s): Partner - Limited General Individual Attomey in Fact Trustee Guardian or Conservator

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Legend



North Rosamond Well Water Used in this Area

Willow Springs Well Water Used in this Area



US Solar Assets, LLC Water Rights Figure