burden of proof on this issue shall be on OWNER.

(b) Upon completion of an annual review or a special review, the TLMA Director shall submit a report to the Board of Supervisors setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his recommended finding on that issue.

(c) If the Board finds on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Board makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Board may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5. Notice of default as provided under Section 8.4 of this Agreement shall be given to OWNER prior to or concurrent with, proceedings under Section 6.4 and Section 6.5.

6.4 <u>Proceedings Upon Modification or Termination</u>. If, upon a preliminary finding under Section 6.3, COUNTY determines to proceed with modification or termination of this Agreement, COUNTY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not COUNTY proposes to terminate or to modify the Agreement; and,

(c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

6.5 <u>Hearing on Modification or Termination</u>. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the Board of Supervisors finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the Board may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the County. The decision of the Board of Supervisors shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.6 <u>Certificate of Agreement Compliance</u>. If, at the conclusion of an annual or special review, OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent annual or special review and based upon the information known or made known to the TLMA Director and Board of Supervisors that (1) this

Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after an annual or a special review and shall state the anticipated date of commencement of the next annual review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by transferees or OWNER, COUNTY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the TLMA Director or Board of Supervisors.

7. INCORPORATION AND ANNEXATION.

7.1 <u>Intent</u>. If all or any portion of the Property is annexed to or otherwise becomes a part of a city or another county, it is the intent of the parties that this Agreement shall survive and be binding upon such other jurisdiction.

7.2 <u>Incorporation</u>. If at any time during the term of this Agreement, a city is incorporated comprising all or any portion of the Property, the validity and effect of this Agreement shall be governed by Section 65865.3 of the Government Code.

7.3 <u>Annexation</u>. OWNER and COUNTY shall oppose, in accordance with the procedures provided by law, the annexation to any city of all or any portion of the Property unless both OWNER and COUNTY give written consent to such annexation.

8. DEFAULT AND REMEDIES.

8.1 <u>Remedies in General</u>. It is acknowledged by the parties that COUNTY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that COUNTY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application, validity, interpretation or effect of the provisions of this Agreement.

Notwithstanding anything in this Article 8 to the contrary, OWNER's liability to COUNTY in connection with this Agreement shall be limited to direct damages and shall

exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

8.2 <u>Specific Performance</u>. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) 8.1 above. Money damages are unavailable against COUNTY as provided in Section

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 <u>General Release</u>. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 4.2.6 (c) and Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

8.4 <u>Termination or Modification of Agreement for Default of OWNER</u>. Subject to the provisions contained in Subsection 6.5 herein, COUNTY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 <u>Termination of Agreement for Default of COUNTY</u>. OWNER may terminate this Agreement only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the nature of the default and the actions, if any, required by COUNTY to cure such default and, where the default can be cured, COUNTY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.6 <u>Attorneys' Fees</u>. In any action at law or in equity to enforce or interpret this Agreement, or otherwise arising out of this Agreement, including without limitation any action for declaratory relief or petition for writ of mandate, the parties shall bear their own attorneys' fees.

9. THIRD PARTY LITIGATION.

9.1 <u>General Plan Litigation</u>. COUNTY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with COUNTY's determination. The parties acknowledge that:

(a) Litigation may be filed challenging the legality, validity and adequacy of the General Plan; and,

(b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

COUNTY shall have no liability in damages under this Agreement for any failure of COUNTY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents, employees and independent contractors from any claim, action or proceeding against COUNTY, its officers, agents, employees or independent contractors to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. COUNTY shall promptly notify OWNER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify OWNER of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless COUNTY. COUNTY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of COUNTY. OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

9.4 <u>Environment Assurances</u>. OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any action based or asserted upon any such alleged act or omission. COUNTY may in its discretion participate in the defense of any such action.

9.5 <u>Reservation of Rights</u>. With respect to Sections 9.2, 9.3 and 9.4 herein, COUNTY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend COUNTY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse COUNTY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 <u>Survival</u>. The provisions of Sections 8.1 through 8.3, inclusive, Section 8.6 and Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. COUNTY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the COUNTY in the manner specified herein for giving notices, shall be entitled to receive written notification from COUNTY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If COUNTY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, COUNTY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. If the Planning Director, acting in consultation with the County Executive Officer and County Counsel, provides her prior written consent, which consent shall not be unreasonable withheld, a Mortgagee in possession shall not have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 <u>Recordation of Agreement</u>. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

11.2 <u>Entire Agreement</u>. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 <u>Severability</u>. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4.2 of this Agreement, including the payments set forth therein, are essential elements of this Agreement and COUNTY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 <u>Interpretation and Governing Law</u>. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 <u>Section Headings</u>. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 <u>Gender and Number</u>. As used herein, the neuter gender includes the masculine and feminine, the feminine gender includes the masculine, and the masculine gender includes the feminine. As used herein, the singular of any word includes the plural.

11.7 <u>Joint and Several Obligations</u>. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS.

11.8 <u>Time of Essence</u>. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 <u>Waiver</u>. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 <u>No Third Party Beneficiaries</u>. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force). If any such

events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 <u>Mutual Covenants</u>. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 <u>Successors in Interest</u>. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 <u>Counterparts</u>. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Riverside Historic Courthouse of the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between COUNTY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 <u>Further Actions and Instruments</u>. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.18 <u>Eminent Domain</u>. No provision of this Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venture resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the TLMA Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 <u>Designation of COUNTY Officials</u>. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Agreement as the designated responsibility of any other official. COUNTY shall provide notice of such substitution pursuant to Section 2.7; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

11.21 <u>Authority to Execute</u>. The person executing this Agreement on behalf of OWNER warrants and represents that he has the authority to execute this Agreement on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

COUNTY OF RIVERSIDE

Dated:

By

Chairman, Board of Supervisors

ATTEST: KECIA HARPER-IHEM Clerk of the Board

By Deputy (SEAL)



OWNER: Dated: By: Title: Dated: By:

Title:

(ALL SIGNATURES SHALL BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. EXECUTION ON BEHALF OF ANY CORPORATION SHALL BE BY TWO CORPORATE OFFICERS.)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Private Parcels Legal Description

LEGAL DESCRIPTION

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

SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN. APN: 812-130-006-3

LEGAL DESCRIPTION

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

NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN. APN: 812-130-008-5

LEGAL DESCRIPTION

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

SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN. APN: 812-130-007-4

Legal description of Units 1 and 2 of the Project are attached hereto and incorporated herein.

Final Submittal

EXHIBIT "A" MSPP UNIT 1 LEGAL DESCRIPTION

BEING PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 25, SECTION 26, THE EAST HALF OF SECTION 27, THE EAST HALF OF THE WEST HALF AND THE EAST HALF OF SECTION 34 AND SECTION 35, ALL IN TOWNSHIP 5 SOUTH, RANGE 21 EAST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT APPROVED OCTOBER 6, 1856, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT APPROVED APRIL 1, 1918, SAID CORNER ALSO BEING 3" IRON PIPE WITH 3 1/4" GENERAL LAND OFFICE BRASS TAG AS DESCRIBED IN FIELD NOTES BOOK 451-1, PAGE 51, RECORDS OF BUREAU OF LAND MANAGEMENT;

THENCE SOUTH 89°14'30" WEST 514.49 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3 OF SAID TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, TO THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE CONTINUING SOUTH 89°14'30" WEST 2125.27 FEET ALONG SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 3, SAID CORNER ALSO BEING 1" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG AS DESCRIBED IN FIELD NOTES BOOK 451-1, PAGE 51, RECORDS OF BUREAU OF LAND MANAGEMENT;

THENCE SOUTH 89°13'35" WEST 514.73 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 TO THE SOUTH QUARTER CORNER OF SAID SECTION 34;

THENCE CONTINUING SOUTH 89°13'35" WEST 478.85 FEET;

THENCE NORTH 00°03'05" WEST 2016.15 FEET:

THENCE NORTH 00°12'19" WEST 2634.01 FEET;

THENCE NORTH 89°59'09" EAST 1045.02 FEET;

THENCE NORTH 01°14'48" WEST 733.02 FEET;

THENCE NORTH 00°15'10" WEST 170.96 FEET;

THENCE NORTH 89°59'09" EAST 71.41 FEET;

THENCE NORTH 05°27'38" WEST 786.67 FEET;

THENCE NORTH 00°15'10" WEST 3745.77 FEET;

THENCE SOUTH 89°55'35" EAST 283.09 FEET;

THENCE NORTH 00°27'49" EAST 381.41 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27;

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Final Submittal

EXHIBIT "A" MSPP UNIT 1 LEGAL DESCRIPTION

THENCE NORTH 89°02'09" EAST 1454.63 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 TO THE NORTHEAST CORNER THEREOF;

THENCE NORTH 89°02'09" EAST 2653.25 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER THEREOF;

THENCE SOUTH 41°53'59" EAST 6931.59 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25;

THENCE SOUTH 89°08'05" WEST 1799.17 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 35:

THENCE SOUTH 01°56'27" EAST 5237.46 FEET ALONG THE EAST LINE OF SAID SECTION 35 TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 89°14'38" WEST 2125.05 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 TO THE NORTH QUARTER CORNER THEREOF;

THENCE SOUTH 89°13'16" WEST 514.95 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE CONTINUING SOUTH 89°13'16" WEST 2125.51 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 1784.94 ACRES, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Prepared under the supervision of:

Date: 09/10/13

Robert K. Holt, RCE 27943 Expires 3/31/2014 The Holt Group, Inc. 201 E. Hobsonway Blythe, CA 92225 (760) 922-4658



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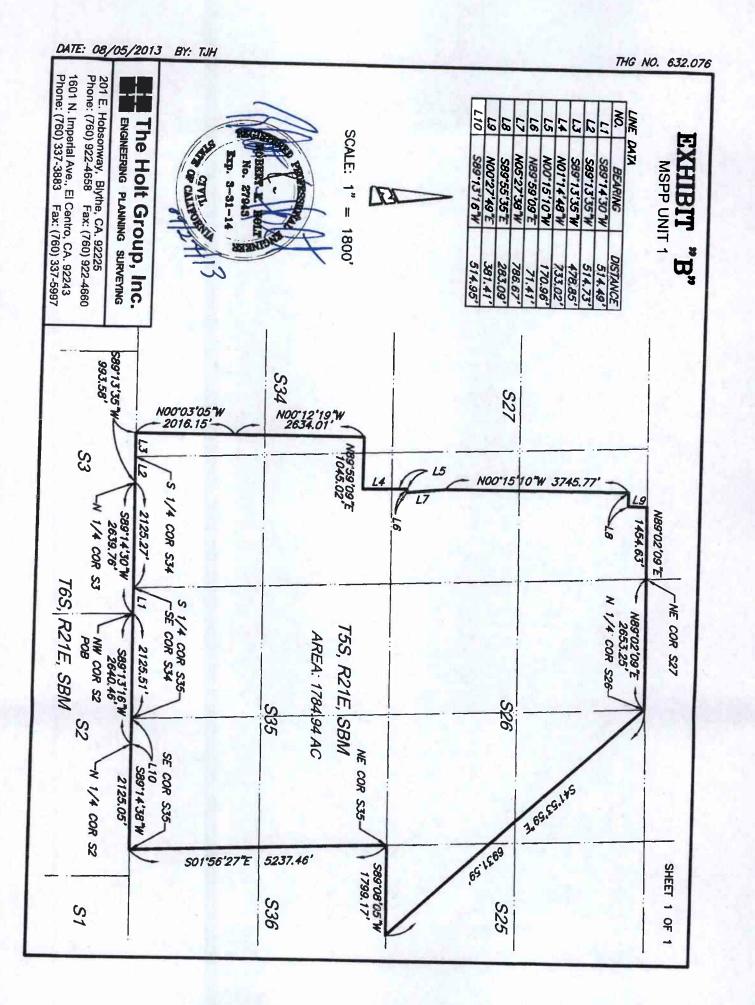


EXHIBIT "A" MSPP UNIT 2 LEGAL DESCRIPTION

BEING PORTIONS OF SECTION 27, SECTION 28, THE EAST HALF AND THE NORTHWEST QUARTER OF SECTION 29, THE NORTHEAST QUARTER OF SECTION 32, SECTION 33 AND THE WEST HALF AND THE NORTHEAST QUARTER OF SECTION 34, ALL IN TOWNSHIP 5 SOUTH, RANGE 21 EAST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT APPROVED OCTOBER 6, 1856, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT APPROVED APRIL 1, 1918, SAID CORNER ALSO BEING 3" IRON PIPE WITH 3 1/4" GENERAL LAND OFFICE BRASS TAG AS DESCRIBED IN FIELD NOTES BOOK 451-1, PAGE 52, RECORDS OF BUREAU OF LAND MANAGEMENT;

THENCE SOUTH 89°15'55" WEST 512.37 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 4 OF SAID TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, TO THE SOUTHEAST CORNER OF SAID SECTION 33;

THENCE CONTINUING SOUTH 89°15'55" WEST 2129.15 FEET ALONG SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 4, SAID CORNER ALSO BEING 1" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG AS DESCRIBED IN FIELD NOTES BOOK 451-1, PAGE 52, RECORDS OF BUREAU OF LAND MANAGEMENT;

THENCE SOUTH 89°16'52" WEST 510.85 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE CONTINUING SOUTH 89°16'52" WEST 974.41 FEET, SAID POINT BEING NORTH 89°16'52" EAST 1154.31 FEET, MEASURED ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 FROM THE NORTHWEST CORNER THEREOF;

THENCE NORTH 00°45'46" WEST 937.78 FEET;

THENCE NORTH 77°04'55" WEST 1072.70 FEET;

THENCE NORTH 01°42'47" WEST 2642.82 FEET;

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EXHIBIT "A" MSPP UNIT 2 LEGAL DESCRIPTION

THENCE NORTH 70°13'42" WEST 2902.50 FEET;

THENCE NORTH 87°58'50" WEST 450.16 FEET;

THENCE NORTH 03°05'47" WEST 2145.96 FEET;

THENCE NORTH 66°37'14" EAST 1611.73 FEET;

THENCE NORTH 00°22'26" EAST 985.22 FEET;

THENCE NORTH 78°19'06" WEST 1276.07 FEET;

THENCE NORTH 87°18'20" WEST 746.55 FEET;

THENCE NORTH 00°10'47" EAST 1490.78 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE NORTH 89°02'09" EAST 2892.73 FEET ALONG THE NORTH LINE OF SAID SECTION 29 TO THE NORTHEAST CORNER THEREOF;

THENCE NORTH 89°02'09" EAST 5277.64 FEET ALONG THE NORTH LINE OF SAID SECTION 28 TO THE NORTHEAST CORNER THEREOF;

THENCE NORTH 89°02'09" EAST 3828.77 FEET ALONG THE NORTH LINE OF SAID SECTION 27;

THENCE SOUTH 00°27'49" WEST 381.41 FEET;

THENCE NORTH 89°55'35" WEST 283.09 FEET;

THENCE SOUTH 00°15'10" EAST 3745.77 FEET;

THENCE SOUTH 05°27'38" EAST 786.67 FEET;

THENCE SOUTH 89°59'09" WEST 71.41 FEET;

THENCE SOUTH 00°15'10" EAST 170.96 FEET;

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EXHIBIT "A" MSPP UNIT 2 LEGAL DESCRIPTION

THENCE SOUTH 01°14'48" EAST 733.02 FEET;

THENCE SOUTH 89°59'09" WEST 1045.02 FEET;

THENCE SOUTH 00°12'19" EAST 2634.01 FEET;

THENCE SOUTH 00°03'05" EAST 2016.15 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, SAID POINT BEING SOUTH 89°13'35" WEST 478.85 FEET, MEASURED ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 FROM THE SOUTH QUARTER CORNER OF SAID SECTION 34;

THENCE SOUTH 89°13'35" WEST 1648.78 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 2179.63 ACRES, MORE OR LESS.

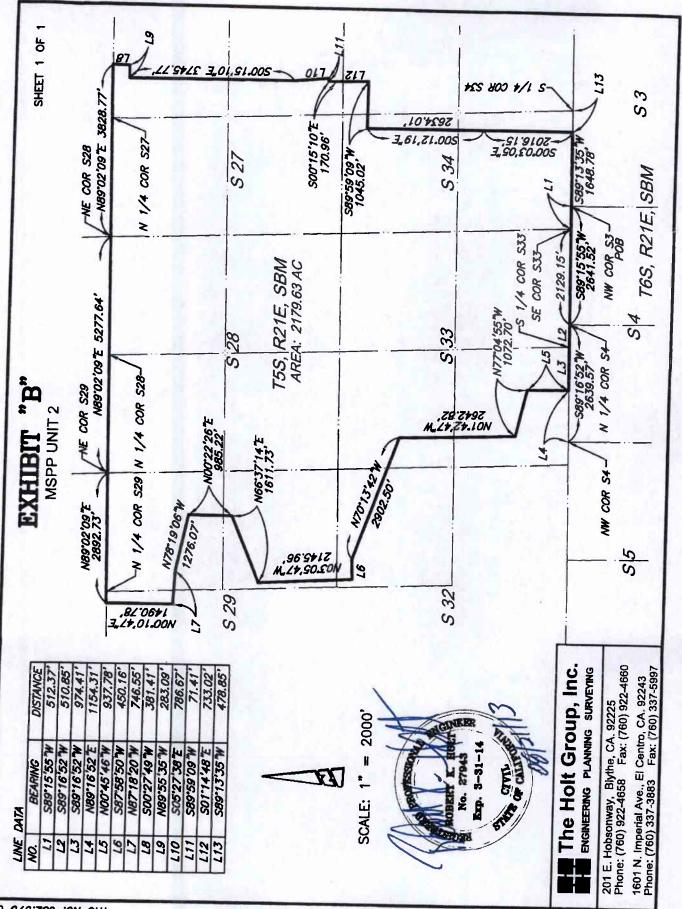
FOR GRAPHICAL PURPOSES SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ler the supervision of: Prepared Date: 08/21/13 Robert K. Holt, RCE

Expires 3/31/2014 The Holt Group, Inc. 201 E. Hobsonway Blythe, CA 92225 (760) 922-4658



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7HG NO. 632.076 C

DATE: 08/21/2013 BY: TJH

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

Map showing Property and its location is attached hereto and incorporated herein.

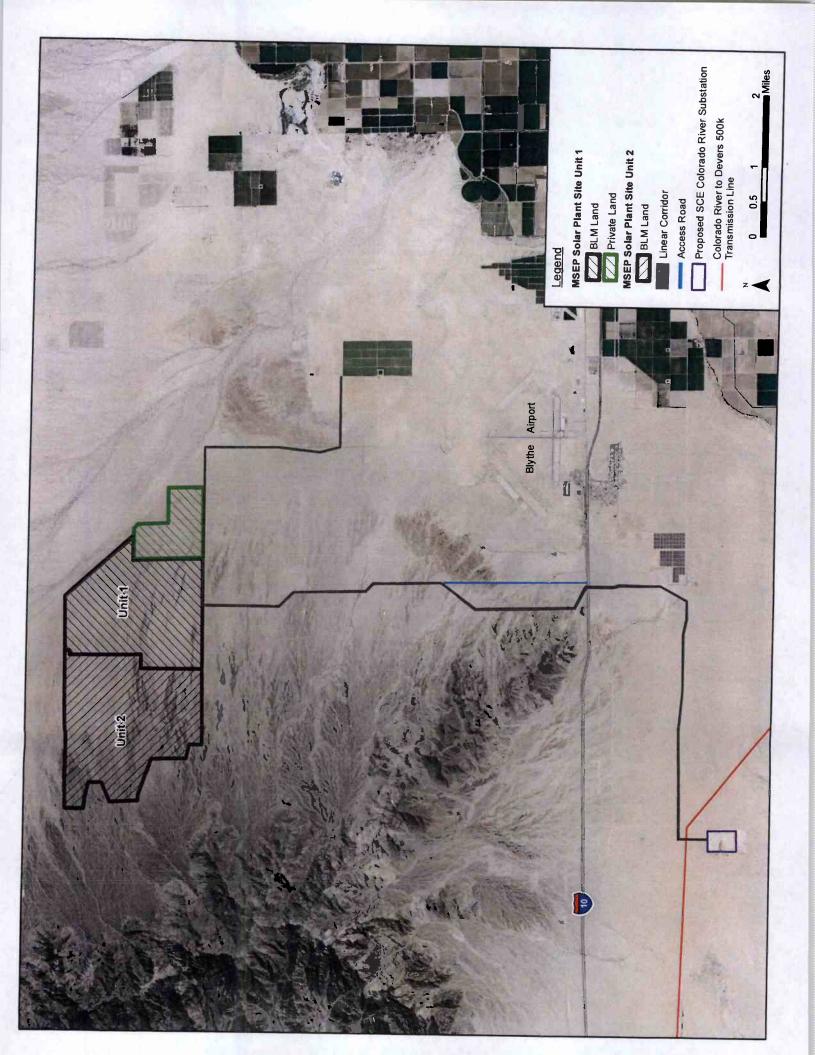


EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Specific Plan

Zoning

Conditional Use Permit No. 3682

Public Use Permit No. 911

Land Divisions

Other Development Approvals

The development approvals listed above include the approved maps and all conditions of approval.

COPIES OF THE EXISTING DEVELOPMENT APPROVALS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

EXHIBIT D

EXISTING LAND USE REGULATIONS

1.	Riverside County General Plan as amended through Resolution No.
2.	Ordinance No. 348 as amended through Ordinance No. 348
3.	Ordinance No. 448 as amended through Ordinance No. 448
4.	Ordinance No. 457 as amended through Ordinance No. 457
5.	Ordinance No. 458 as amended through Ordinance No. 458
6.	Ordinance No. 460 as amended through Ordinance No. 460
7.	Ordinance No. 461 as amended through Ordinance No. 461
8.	Ordinance No. 509 as amended through Ordinance No. 509
9.	Ordinance No. 547 as amended through Ordinance No. 547
10.	Ordinance No. 555 as amended through Ordinance No. 555
11.	Ordinance No. 617 as amended through Ordinance No. 617
12.	Ordinance No. 650 as amended through Ordinance No. 650.
13.	Ordinance No. 659 as amended through Ordinance No. 659.
14.	Ordinance No. 663 as amended through Ordinance No. 663.
15.	Ordinance No. 671 as amended through Ordinance No. 671
16.	Ordinance No. 673 as amended through Ordinance No. 673.
17.	Ordinance No. 679 as amended through Ordinance No. 679

10	
18.	Ordinance No. 682 as amended through Ordinance No. 682.
19.	Ordinance No. 726 as amended through Ordinance No. 726
20.	Ordinance No. 743 as amended through Ordinance No. 743.
21.	Ordinance No. 748 as amended through Ordinance No. 748
22.	Ordinance No. 749 as amended through Ordinance No. 749
23.	Ordinance No. 752 as amended through Ordinance No. 752.
24.	Ordinance No. 754 as amended through Ordinance No. 754.
25.	Ordinance No. 787 as amended through Ordinance No. 787
26.	Ordinance No. 806 as amended through Ordinance No. 806
27.	Ordinance No. 810 as amended through Ordinance No. 810.
28.	Ordinance No. 817 as amended through Ordinance No. 817
29.	Ordinance No. 824 as amended through Ordinance No. 824.
30.	Ordinance No. 847 as amended through Ordinance No. 847.
31.	Ordinance No. 859 as amended through Ordinance No. 859.
32.	Ordinance No. 875 as amended through Ordinance No. 875.
33.	Resolution No. 2012 -047 Establishing Procedures and Requirements of the

County of Riverside for the Consideration of Development Agreements

COPIES OF THE EXISTING LAND USE REGULATIONS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

EXHIBIT "E"

SOLAR POWER PLANT

The OWNER proposes to construct, operate, maintain, and decommission an up-to-750 megawatt (MW) photovoltaic (PV) solar energy generating facility and related infrastructure in unincorporated Riverside County, California, to be known as the McCoy Solar Energy Project. Approximately 476 acres of privately owned land would be included in the proposed solar plant site boundary, with the remainder of the Project to be developed on public land administered by the Bureau of Land Management (BLM). The Project would generate and deliver solar-generated power to the California electrical grid through an interconnection at the Colorado River Substation (CRS) owned by Southern California Edison (SCE).

Key components of the Project are:

1. The solar plant site, i.e., all facilities that create a footprint in and around the field of solar panels, including: the solar field (consisting of up to two solar power plants identified as Unit 1 and Unit 2), up to two on-site substations (the Unit 1 and Unit 2 substations), an operations and maintenance (O&M) facility to be shared by Unit 1 and Unit 2; and related infrastructure and improvements;

- 2. A double-circuit, overhead 230 kV generation-tie (gen-tie) line;
- 3. A 230 kV switchyard located near the CRS;
- 4. Two telecommunications lines;
- 5. A distribution line to be owned and operated by Southern California Edison; and
- 6. An access road providing access to the solar plant site.

The Project would operate year-round, and have the capacity to produce up to 750 MW of solar power with Unit 1 expected to generate approximately 250 MWs and Unit 2 to generate somewhere between 250 and 500 MWs. The Project would generate electricity during daylight hours when electricity demand is at its peak. Within Unit 1, 476 acres is privately owned land. The proposed facilities on private land would be limited to solar arrays and inverters, up to two water wells, a portion of the access road, and the distribution line. All of the O&M buildings and the gen-tie line would be on the BLM administered portion of Unit 1. The road area within the 476 privately owned acres includes perimeter and solar panel access roads and encompasses approximately 22 acres. The panel area within these 476 acres includes the entire disturbed area of the panels (limits of panel footprints plus roads and space between panels and rows) and encompasses approximately 344 acres. Approximately 516,000 panels would be placed on the 476 acres of privately owned land. Of the total Project, approximately 50 MW would be developed on private land.

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

Solar Power Plant Net Acreage Calculation

Unit 1	
BLM Land	1785
Private Land	476
Generation Tie-line Pole Disturbance	1
Unit 1 Subtotal	2262
	÷.
Unit 2	
BLM Land	2180
Unit 2 Subtotal	2180
Solar Power Plant Net Acreage	
Unit 1 Subtotal plus Unit 2 Subtotal	4442

*All acreages rounded to the nearest whole acre

EXHIBIT "G"

APPLICABLE COUNTY DEVELOPMENT IMPACT FEES

- 1. Development Impact Fees- Ordinance No. 659
 - a. Area Plan: Desert Center/CV Desert
 - b. Fee Category: Surface Mining
 - c. Fee Amount: \$5,086 per acre (Ordinance No. 659.12)
- 2. Development Impact Fees for the Project shall be computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 using the Surface Mining fee amount per acre. OWNER and COUNTY acknowledge and agree that the Project Area acreage used for the computation of Development Impact Fees shall be 476 acres. OWNER and COUNTY acknowledge that any temporary reduction of fees approved by the Board of Supervisors in place at the time of payment of fees shall be applicable to the Project.

EXHIBIT "H"

GRANT OF EASEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

McCoy Solar, LLC c/o NextEra Energy Resources, LLC 700 Universe Boulevard Juno Beach, FL 33408 Attn: Scott Busa, Executive Director

JF:ra/011514/169FM/16.666

Space Above Line for Recorder's Use Only

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS ("Grant") is made and entered into as of this ______ day of ______ ("Effective Date"), by the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantor" or "County"), in favor of the MCCOY SOLAR, LLC, a Delaware limited liability company ("Grantee") with reference to the following facts:

RECITALS

A. Grantor is the owner of certain real property located in the County of Riverside, State of California, designated as Assessor's Parcel Numbers 818-210-014 and more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference ("Grantor' Property"); and

B. Grantor desires to grant to Grantee certain easements over, across and through Grantor's Property, subject to and in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Grantor and Grantee, the parties hereto agree as follows:

1. Grant of Easements.

Grantor hereby grants to Grantee, for the use by Grantee and its affiliates and their officers, directors, employees, representatives, agents, contractors, and invitees, the following easements (collectively, the "Easements"):

(a) a non-exclusive easement over that portion of the Grantor's Property being more particularly described as "Parcel B" in Exhibit A attached hereto and shown on Exhibit B attached hereto for the purposes of (i) installing, operating, maintaining, repairing and replacing, as necessary, above-ground or below-ground utility facilities (including without limitation, electrical, gas and telecommunications facilities), whether existing as of the date hereof or in the future and (ii) vehicular and pedestrian ingress and egress; and (b) a non-exclusive easement over that portion of the Grantor's Property being more particularly described as "Parcel A" in Exhibit A attached hereto and shown on Exhibit B attached hereto for the purposes of (i) installing, operating, maintaining, repairing and replacing, as necessary, above-ground or below-ground utility facilities (including without limitation, electrical, gas and telecommunications facilities), whether existing as of the date hereof or in the future, (ii) vehicular and pedestrian ingress and egress and (iii) installing, operating, maintaining, repairing, and replacing, as necessary, a paved roadway.

2. No Construction.

Grantee shall not construct, erect or place any buildings, improvements, structures, fixtures and/or landscaping on any portion of Grantor's Property that would obstruct or interfere with Grantor's use of the Property.

3. Term.

The parties acknowledge and agree that Grantee and Grantor have also entered into a development agreement (Development Agreement No. 77) for the McCoy Solar Energy Project. The term of this Grant shall be coterminous with the term of the development agreement, as may be extended from time to time.

4. Consideration.

Good and valuable consideration for the Grant of the Easements, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, is included in Development Agreement No. 77 entered into between Grantor and Grantee the McCoy Solar Energy Project. This Grant of Easements is contingent upon Development Agreement No. 77 being entered into and effective.

5. Indemnification.

Grantee shall hold harmless, protect and indemnify Grantor and its Board, elected or appointed officials, officers, employees, agents, contractors, and representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") from and against any and all Claims arising from or in any way connected with the Grantee's rights and obligations under this Grant or due to the acts, omissions or negligence of Grantee or any of its agents, contractors or employees. If any action or proceeding is brought against any of the Grantor Indemnified parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel acceptable to Grantor or reimburse Grantor Indemnified Party.

6. Reserved Rights.

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property.

7. Modification.

No alteration or variation of any term of this Grant shall be valid unless made in writing and signed by the parties hereto or their successors and assigns, and no oral understanding or agreement not referenced herein shall be binding on any of the parties hereto.

8. No Forfeiture.

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

9. Controlling Law.

The interpretation and performance of this Grant shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

10. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed to effect the purposes of this Grant. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

11. Severability.

If any part of this Grant is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this Grant shall be given effect to the fullest extent reasonably possible.

12. Authority.

Grantor represents and warrants that this Grant has been duly authorized and executed and constitutes a legally binding obligation of Grantor, enforceable in accordance with its terms. The persons executing this Grant on behalf of Grantee warrant and represent that they have the authority to execute this Grant on behalf of their corporation, partnership or business entity and warrant and represent that they have the authority to bind Grantee to the performance of its obligations hereunder.

13. Successors.

The covenants, terms, conditions and restrictions of this Grant shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns. Without limiting the generality of the foregoing, this Grant shall run with the Grantor's Property and be binding upon any successor-in-interest of Grantor in Grantor's Property.

14. Exhibits.

This Grant includes the following exhibits, which are incorporated herein by this reference:

- Exhibit A Legal Description of Easements
- Exhibit B Diagram of Easements

Exhibit C - Legal Description of Grantor's Property

15. Counterparts.

The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant as of the date first written above.

GRANTOR: COUNTY OF RIVERSIDE

GRANTEE:

MCCOY SOLAR, LLC.

BY:

Jeff Stone Chairman, Board of Directors

DATE:

By: _____

Title:

Authorized Representative

Attest:

Title:

ATTEST: Kecia Harper-Ihem Clerk of the Board

By:

Deputy

(Seal)

APPROVED AS TO FORM: Pamela J. Walls County Counsel

By: fany N. North puty County Counsel

EXHIBIT "A" MSPP UTILITY EASEMENT LEGAL DESCRIPTION

BEING PORTIONS OF TRACT 61 AND TRACT 63 AS DESCRIBED IN QUITCLAIM DEED RECORDED DECEMBER 14, 1948, FILED IN BOOK 1035, PAGE 520, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN PORTIONS OF TRACT 69 AND TRACT 71, SECTION 26, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, APPROVED APRIL 1, 1918, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 69, SAID CORNER BEING 1" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-6, PAGE 29, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 01°39'09" WEST 2175.66 FEET ALONG THE EAST LINE OF SAID TRACT 69 TO THE SOUTH LINE OF SAID TRACT 61;

THENCE SOUTH 71°31'05" WEST 946.60 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT IF BEGINNING;

THENCE CONTINUING SOUTH 71°31'05" WEST 104.96 FEET ALONG SAID SOUTH LINE;

THENCE NORTH 00°48'12" WEST 20.99 FEET TO THE NORTH LINE OF SAID TRACT 61;

THENCE NORTH 71°31'05" EAST 104.96 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 00°48'12" EAST 20.99 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL "A" CONTAINS 2099 SQUARE FEET, MORE OR LESS.

EXHIBIT "A" MSPP UTILITY EASEMENT LEGAL DESCRIPTION

PARCEL "B"

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26, SAID CORNER BEING 2" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-4, PAGE 9, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 89°12'11" EAST 1236.12 FEET ALONG THE SOUTH LINE OF SAID TRACT 71 TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 01°42'57" WEST 1340.97 FEET ALONG THE EAST LINE OF SAID TRACT 71 TO THE SOUTH LINE OF SAID TRACT 63;

THENCE SOUTH 71°38'20" WEST 68.65 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT IF BEGINNING;

THENCE CONTINUING SOUTH 71°38'20" WEST 229.64 FEET ALONG SAID SOUTH LINE;

THENCE NORTH 01°42'14" WEST 20.88 FEET TO THE NORTH LINE OF SAID TRACT 63;

THENCE NORTH 71°38'20" EAST 229.64 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 01°42'14" EAST 20.88 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL "B" CONTAINS 4593 SQUARE FEET, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Prepared under the supervision/of: Date: 11/05/13 Robert K Holt, RCE 27943

 Robert K Holf, RCE 279

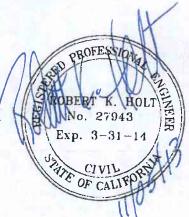
 Expires 3/31/2014

 The Holt Group, Inc

 201 E Hobsonway

 Blythe, CA 92225

 (760) 922-4658



Page 2 of 2

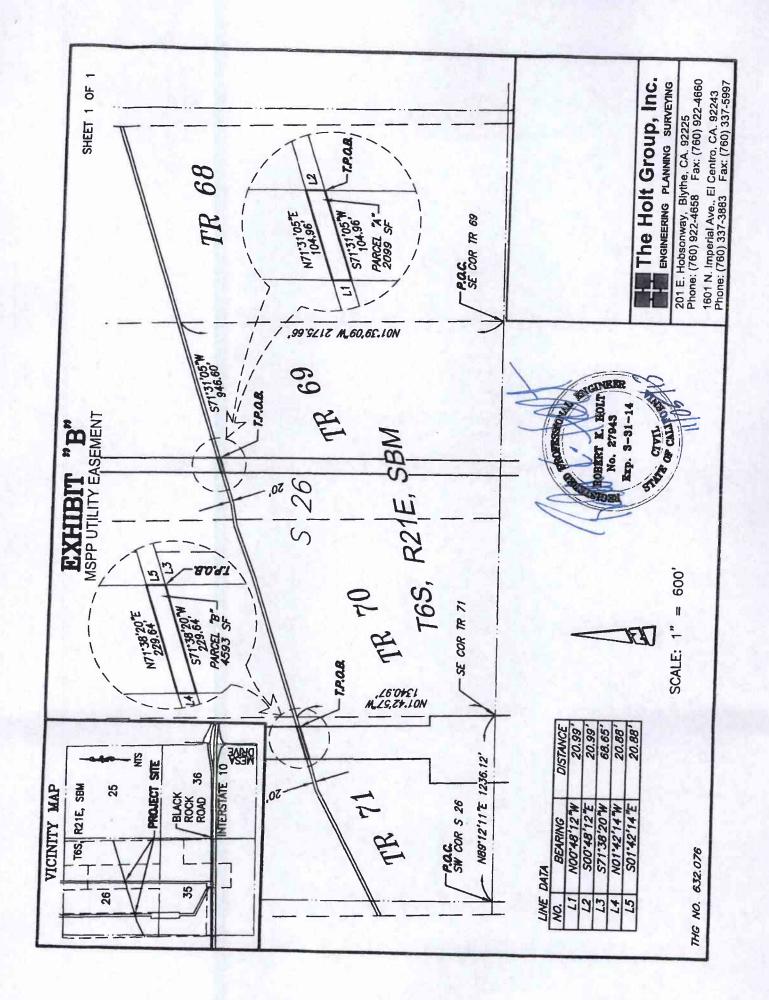


EXHIBIT C

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

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

PARCEL 1:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 68 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 68, DISTANT THEREON NORTHERLY 2604.49 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 09' 24" WEST, 1373.91 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 68, DISTANT THEREON NORTHERLY 2184..46 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 68.

PARCEL 2:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 69 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED April 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 69, DISTANT THEREON NORTHERLY 2184.46 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 09' 24" WEST, 1267.80 FEET; THENCE SOUTH 80° 35' 50" WEST, 101.86 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 69, DISTANT THEREON NORTHERLY 1780.22 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 69 AND, AT THE ANGLE POINT, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

PARCEL 3:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 70 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 70, DISTANT THEREON NORTHERLY 1780.22 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 80° 35' 50" WEST, 28.14 FEET; THENCE SOUTH 68° 15' 06" WEST 375.00 FEET; THENCE SOUTH 72° 16' 39" WEST, 963.25 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 70, DISTANT THEREON NORTHERLY 1348.20 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 70 AND, AT ALL ANGLE POINTS, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

PARCEL 4:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 71 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED April 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 71, DISTANT THEREON NORTHERLY 1348.20 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 16' 39" WEST, 511.75 FEET; THENCE SOUTH 62° 07' 46" WEST, 920.62 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 71, DISTANT THEREON NORTHERLY 765.49 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 71 AND, AT THE ANGLE POINT, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

APN: 818-210-014

Development Agreement No. 77

EXHIBIT "I"

ANNUAL REVIEW REPORT TEMPLATE

ANNUAL REVIEW REPORT – SOLAR POWER PLANT PROJECTS

To be completed by the Solar Power Plant Developer/Owner by July 1st of each year and submitted to the County of Riverside for review in accordance with Government Code section 65865.1.

Date:
Development Agreement No.:
ffective Date of Development Agreement:
eveloper/Owner:
roject Name:
ermit Number(s):
PN Number(s):
welve-Month Period Covered by this Annual Review Report:
ate Annual Public Benefit Payment Submitted For This Reporting Period:

Owner Representation: I warrant and represent that I have authority to execute this Annual Review Report on behalf of Developer/Owner. I certify that the information filed is true and correct to the best of my knowledge and that Developer/Owner is in good faith compliance with the terms of the above referenced Development Agreement, including all conditions of approval for the above listed permits which are part of the Existing Development Approvals and Development Plan covered by the Development Agreement. I understand that the County may require additional information to supplement this Annual Review Report to aid in the County's determination.

* * *

Signature of Developer/Owner:

[TO BE COMPLETED BY COUNTY]

* * *

County Determination: Developer is found to be in good faith substantial compliance with the terms and conditions of the Development Agreement for the period covered by this Annual Review Report.

TLMA Director:

Signature:

Date: _____

LAND DEVELOPMENT COMMITTEE INITIAL CASE TRANSMITTAL RIVERSIDE COUNTY PLANNING DEPARTMENT - RIVERSIDE P.O. Box 1409 Riverside, CA 92502-1409

DATE: April 23, 2012

TO:

Riv. Co. Transportation Dept. – Palm Desert Riv. Co. Environmental Health Dept. Riv. Co. Public Health – Industrial Hygiene Riv. Co. Flood Control District Riv. Co. Fire Department – Palm Desert Riv. Co. Building & Safety – Grading Riv. Co. Building & Safety – Plan Check Regional Parks & Open Space District. Riv. Co. Environmental Programs Dept. P.D. Geology Section-D. Jones P.D. Landscaping Section-R. Dyo P.D. Archaeology Section-L. Mouriquand Riv. Co. Surveyor – Bob Robinson Riv. Co. Sheriff's Dept. Riv. Co. Waste Management Dept. Riv. Co. ALUC – John Guerin Blythe Municipal Airport – Gen. Manager 4th District Supervisor 4th District Planning Commissioner Palo Verde Unified School Dist. City of Blythe Southern California Edison CALTRANS Dist. #8 Air Quality Mgmt. Dist. – Mojave Desert Eastern Information Center – UCR Ca. Dept. of Fish & Game U.S. Fish and Wildlife Service Bureau of Land Mgmt. Svc.-Moreno Valley Mesa Verde Community Council Native America Heritage Commission

CONDITIONAL USE PERMIT NO. 3682 – EA42451 – Applicant: McCoy Solar LLC – Engineer/Representative: Tetra Tech – Fourth Supervisorial District - Chuckawalla Zoning Area - East County-Desert Area Plan: Open Space: Rural (OS-RUR) (20 Acre Minimum) – Location: Northerly of Interstate 10, southerly of McCoy Wash, easterly of McCoy Mountains, westerly of Blythe Airport – 477 Acres – Zoning: Controlled Development Areas – 10 Acre Minimum (W-2-10) – **REQUEST:** The Conditional Use Permit proposes an approximate 50 megawatt photovoltaic energy generating facility (solar power plant) on approximately 477 acres of privately owned land. The solar project is divided into two (2) megawatt power blocks containing 294 single axis trackers each with solar panels at a maximum height of six feet. The majority of the project is on Bureau of Land Management (BLM) land. The overall solar project including BLM and County portions would construct, maintain, and decommission an up to 750 MW photovoltaic solar energy generating facility on approximately 4800 acres with related infrastructure and proposed interconnection to the Colorado River substation. APN(s): 812-130-006, 812-130-007, and 812-130-008. Related Case: **CUP03671**. Concurrent Case: **PUP00911**

SPECIAL NOTE: Reviewers, please transfer your conditions of approval for the CUP03671 as well as check over the exhibits to ensure your DRT Corrections have been satisfactorily addressed.

Please review the attached map(s) and/or exhibit(s) for the above-described project. This case is scheduled for a <u>LDC Comment Agenda on May 3, 2012</u>. All LDC Members please have draft conditions in the Land Management System on or before the above date. If it is determined that the attached map(s) and/or exhibit(s) are not acceptable, please have corrections in the system and DENY the routing on or before the above date. Once the route is complete, and the approval screen is approved with or without corrections, the case can be scheduled for a public hearing.

All other transmitted entities, please have your comments, questions and recommendations to the Planning Department on or before the above date. Your comments/recommendations/conditions are requested so that they may be incorporated in the staff report for this particular case.

Should you have any questions regarding this project, please do not hesitate to contact Jay Olivas, Project Planner, at (951) 955-1195 or email at JOLIVAS@rctIma.org / MAILSTOP# 1070.

COMMENTS:

n	۸.	т	- .
	А	L	с.

SIGNATURE:

PLEASE PRINT NAME AND TITLE:

TELEPHONE: _____

If you do not include this transmittal in your response, please include a reference to the case number and project planner's name. Thank you.

Y:\Planning Case Files-Riverside office\CUP03682\Transmittals\CUP03682 LDC Initial Transmital Form.doc

LAND DEVELOPMENT COMMITTEE INITIAL CASE TRANSMITTAL RIVERSIDE COUNTY PLANNING DEPARTMENT - RIVERSIDE P.O. Box 1409 Riverside, CA 92502-1409

DATE: November 8, 2011

TO:

Riv. Co. Transportation Dept.- Palm Desert
Riv. Co. Environmental Health Dept.
Riv. Co. Flood Control District
Riv. Co. Fire Department-Palm Desert
Riv. Co. Building & Safety – Grading
Riv. Co. Building & Safety – Plan Check
Regional Parks & Open Space District.
Riv. Co. Environmental Programs Dept.
P.D. Geology Section-D. Jones
P.D. Archaeology Section-L. Mouriquand
Riv. Co. Surveyor – Bob Robinson

Riv. Co. Information Technology-J. Sarkasian Riv. Co. Sheriff's Dept.-Colorado River Station Riv. Co. Waste Management Dept. Riv. Co. ALUC-John Guerin Blythe Municipal Airport-Attn: Gen. Manager Mesa Verde Community Council 4th District Supervisor 4th District Planning Commissioner Palo Verde Irrigation Dist. Southern California Edison CALTRANS Dist. #8 CALTRANS Div. of Aeronautics-P. Crimmins RWQCB-Colorado River Air Quality Mgmt. Dist.-Mojave Desert CA Dept. of Fish & Game US Fish & Wildlife Service Bureau of Land Mgmt. – Moreno Valley Office US EPA Reg. IX Envtl. Review Office City of Blythe Riv. Co. Facilities Mgmt. Dept-Real Estate Div.

PUBLIC USE PERMIT NO. 911 (FTA NO. 2011-12) - E1R00528 - Applicant: McCoy Solar, LLC -Engineer/Representative: Tetra Tech - Fourth Supervisorial District - Chuckawalla Zoning Area - Palo Verde Valley Area Plan: Open Space: Rural (OS: RUR) (20 Acre Minimum) and Community Development: Public Facilities (CD: PF) (< 0.60 Floor Area Ratio) - Location: Northerly of Interstate 10, southerly of McCoy Wash, easterly of McCoy Mountains and westerly of Blythe Aiport - 1.0 Gross Acre - Zoning: Manufacturing Heavy (M-H), Natural Assets (N-A) and Controlled Development Areas - 10 Acre Minimum (W-2-10) - REQUEST: The Applicant is proposing to construct a 750 MW solar generation facility on approximately 5,363 acres in Riverside County (BLM + County) approximately thirteen miles northwest of the City of Blythe. In order to connect this facility to the electrical grid it is necessary to construct a transmission or Gen-Tie Line. The majority of the Gen- Tie Line will be located on BLM administered land. The Gen-Tie line will connect the solar site to the proposed Southern California Edison Colorado River Substation. Portions of the Gen Tie Line will be on three privately owned parcels that are part of the solar plant site (CUP03671) and will need to cross a thin (approximately 20 foot wide) County owned parcel (APN 818-210-014) where a decommissioned water pipeline is located (PUP00911). Crossing of the County owned parcel (APN 818-210-014) requires the applicant to obtain a Public Use Permit (PUP00911) from the County. The transmission lines will cross over APN 818-210-014 up to an approximate height of 80 feet or less, no utility poles will be placed within the County owned parcel. - APN: 818-210-014 - Concurrent Case: CUP03671

NOTE: ONLY APN 818-210-014 IS SUBJECT TO PUP00911

Please review the attached map(s) and/or exhibit(s) for the above-described project. This case is scheduled for a <u>LDC meeting on December 1, 2011</u>. All LDC Members please have draft conditions in the Land Management System on or before the above date. If it is determined that the attached map(s) and/or exhibit(s) are not acceptable, please have corrections in the system and DENY the routing on or before the above date. Once the route is complete, and the approval screen is approved with or without corrections, the case can be scheduled for a public hearing.

All other transmitted entities, please have your comments, questions and recommendations to the Planning Department on or before the above date. Your comments/recommendations/conditions are requested so that they may be incorporated in the staff report for this particular case.

Should you have any questions regarding this project, please do not hesitate to contact Jay Olivas, Project Planner, at (951) 955-1195 or email at JOLIVAS@rctIma.org / MAILSTOP# 1070.

COMMENTS:

DATE:	SIGNATURE:
PLEASE PRINT NAME AND TITLE:	
TELEPHONE:	
If you do not include this transmittal in your response, pleas	e include a reference to the case number and project planner's name. Thank you.

Y:\Planning Case Files-Riverside office\PUP00911\Administrative Docs\LDC Transmittal Forms\PUP00911 LDC Initial Transmital Form.doc



Carolyn Syms Luna Director

PLANNING DEPARTMENT Set 10# CC006145

APPLICATION FOR LAND USE PROJECT

CHECK ONE AS APPROP	PRIATE:			
PLOT PLAN REVISED PERMIT	CONDITIONAL US		TEMPORARY USE PER VARIANCE	MIT
PROPOSED LAND USE:	Solar Power Plant			
ORDINANCE NO. 348 SE	CTION AUTHORIZING PROF	OSED LAND L	ISE: 348.4705	
TO THE SPECIFIC PROJECT AD APPLICATIONS WILL NOT BE ACC	DE THE INFORMATION REQUIRED U DITIONAL INFORMATION MAY BE RE REPTED. PO3682	QUIRED AFTER INIT	IAL RECEIPT AND REVIEW. INC	PLICABLE OMPLETE
CASE NUMBER:	ru00000	DATE SUBN	AITTED: <u>April 18, 2012</u>	
APPLICATION INFORMA	TION			
Applicant's Name: McCov	Solar LLC, ATTN: Meg Russell	E-Mail: meg	.russell@nexteraenergy.con	1
	iolar, LLC, a subsidiary of NextE Street ach, FL 33408 City State	ra Energy Resour	ces LLC, 700 Universe Boul	evard
	Name: Tetra Tech/Emilie John	Fax No: (<u>561</u>) <u>304-5404</u> E-Mail: emilie.johnson@te	třatech.com
Mailing Address: <u>17885 Vo</u>	on Karman, Suite 500 Street	streen stiere		
Irvine, C/	A 92614-6213 City State		ZIP	
Daytime Phone No: (<u>949</u>) <u>809-5026</u>	ax No: (949) 809-5004	
Property Owner's Name:	Scott Cooley	E-Mail: _scot	tmcooley@hotmail.com	
Mailing Address: _15900 K	ennedy Rd			
Los Gato	Street s, CA 95032			
	City State	2	ZIP	
Daytime Phone No: (408) <u>829-4130</u> F	ax No: (408	273-6929	
Riverside Office · 4080 L P.O. Box 1409, Riverside (951) 955-3200 · Fa	, California 92502-1409	Palm De	e · 38686 El Cerrito Road sert, California 92211 277 · Fax (760) 863-7555	UP009//

Form 295-1010 (04/03/12)

"Planning Our Future... Preserving Our Past"

If the property is owned by more than one person, attach a separate page that references the application case number and lists the names, mailing addresses, and phone numbers of all persons having an interest in the real property or properties involved in this application.

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

The signature below authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of your application, you will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be NO refund of fees which have been expended as part of the application is withdrawn or the application is ultimately denied.

All signatures must be originals ("wet-signed"). Photocopies of signatures are not acceptable.

Matthew S. Handel

PRINTED NAME OF APPLICANT

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent and that the information filed is true and correct to the best of my knowledge. An authorized agent must submit a letter from the owner(s) indicating authority to sign the application on the owner's behalf.

All signatures must be originals ("wet-signed"). Photocopies of signatures are not acceptable.

See attached sheet.

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

If the property is owned by more than one person, attach a separate sheet that references the application case number and lists the printed names and signatures of all persons having an interest in the property.

See attached sheet(s) for other property owners' signatures.

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 812-130-006. 812130007-4. 812130008-5

Section:	36	Township:	<u>58</u>	Range:	21E
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Approximate Gross Acreage: _477 acres (within the Solar Plant Site Boundary)
General location (nearby or cross streets): North of Interstate 10 , South of
McCoy Wash, East of McCoy Mountains, West of Blythe Airport
Thomas Brothers map, edition year, page number, and coordinates: San Bern & Riv County 2003, p392, As
Project Description: (describe the proposed project in detail)
See attached Supplemental Information.
Related cases filed in conjunction with this application:
N/A
Is there a previous application filed on the same site: Yes X No
If yes, provide Case No(s). CUP No. 3671 (Parcel Map, Zone Change, etc.)
E.A. No. (if known) E.I.R. No. (if applicable): forthcoming
Have any special studies or reports, such as a traffic study, biological report, archaeological report, geological or geotechnical reports, been prepared for the subject property? Yes X No
If yes, indicate the type of report(s) and provide a copy: See Supplemental Information, P. 5
Is water service available at the project site: Yes No X
If "No," how far must the water line(s) be extended to provide service? (No. of feet/miles) N/A
Will the project eventually require landscaping either on-site or as part of a road improvement or other common area improvements? Yes No X
Is sewer service available at the site? Yes 🗌 No 🔀
If "No," how far must the sewer line(s) be extended to provide service? (No. of feet/miles) N/A
Will the project result in cut or fill slopes steeper than 2:1 or higher than 10 feet? Yes 🔲 No 🔀
How much grading is proposed for the project site?
Estimated amount of cut = cubic yards: <u>Calculations not yet completed</u>

Estimated amount of fill = cubic yards _Calculations not yet completed
Does the project need to import or export dirt? Yes Does No
Import None anticipated Export None anticipated Neither
What is the anticipated source/destination of the import/export? N/A
What is the anticipated route of travel for transport of the soil material? N/A
How many anticipated truckloads? N/A truck loads.
What is the square footage of usable pad area? (area excluding all slopes) N/A sq. ft.
Is the project located within 8½ miles of March Air Reserve Base? Yes 🗌 No 🗵
If yes, will any structure exceed fifty-feet (50') in height (above ground level)? Yes 🗌 No 🗌
Is the project located within 1000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Section 65944 of the Government Code? (See California Office of Planning and Research website: <u>http://cmluca.projects.atlas.ca.gov/</u>) Yes
Is the project located within the boundaries of an Airport Land Use Compatibility Plan adopted by the Riverside County Airport Land Use Commission? Yes 🔀 No 🗌
Does the project area exceed one acre in area? Yes 🔀 No 🗌
Is the project located within any of the following watersheds (refer to Riverside County Land Information System (RCLIS) (http://www3.tlma.co.riverside.ca.us/pa/rclis/index.html) for watershed location)?
Santa Ana River Santa Margarita River San Jacinto River Whitewater River

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

<u>Government Code Section 65962.5</u> requires the applicant for any development project to consult specified state-prepared lists of hazardous waste sites and submit a signed statement to the local agency indicating whether the project and any alternatives are located on an identified site and shall specify any lists. Under the statute, no application shall be accepted as complete without this signed statement.

I (We) certify that I (we) have investigated our project and any alternatives with respect to its location on an identified hazardous waste site contained on all lists compiled pursuant to Government Code Section 65962.5 and that my (our) answers are true and correct. My (Our) investigation has shown that:

X The development project and any alternatives proposed in this application are not contained on the lists compiled pursuant to Section 65962.5 of the Government Code.

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to Section 65962.5 of the Government Code. Accordingly, the following information is provided and incorporated herein. Attach a separate sheet setting forth the following information with respect to each list.

Name of Applicant:
Address:
Phone number:
Address of site (street name and number if available, and ZIP Code):
Local Agency: County of Riverside
Assessor's Book Page, and Parcel Number:
Specify any list pursuant to Section 65962.5 of the Government Code:
Regulatory Identification number:
Date of list:
Thank - Ulalia
Applicant (1) Tricia Bamhardt-Date 4/9/12
Applicant (2) Date
Applicant (2) Date

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

<u>Government Code Section 65850.2</u> requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County.

Yes 🗋 No 🛛

The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions.
 Yes No X

I (we) certify that my (our) answers are true and correct.

419/12 **Owner/Authorized Agent (1)** TAZIA Bernhord+Date Owner/Authorized Agent (2) Date

NOTICE OF PUBLIC HEARING BEFORE THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON A CONDITIONAL USE PERMIT, PUBLIC USE PERMIT, GRANT OF EASEMENT, ORDINANCE AMENDMENT AND INTENT TO CERTIFY AN ENVIRONMENTAL IMPACT REPORT AND INTENT TO CONSIDER ADOPTION OF A DEVELOPMENT AGREEMENT

A PUBLIC HEARING has been scheduled, pursuant to Riverside County Land Use Ordinance No. 348 and Government Code sections 65090, 65091, and 65867, before the RIVERSIDE COUNTY BOARD OF SUPERVISORS to consider the project shown below:

CONDITIONAL USE PERMIT NO. 3682, PUBLIC USE PERMIT NO. 911, GRANT OF EASEMENT, ORDINANCE NO. 664.53 Approving Development Agreement No. 77, and DEVELOPMENT AGREEMENT NO. 77 (collectively "the Project"), and ENVIRONMENTAL IMPACT REPORT NO. 528 – Applicant: McCoy Solar, LLC – Engineer/Representative: Tetra Tech – Fourth Supervisorial District Northerly of Interstate 10, southerly of McCoy Wash, easterly of McCoy Mountains, Location: northwesterly of Blythe Airport - REQUEST: Conditional Use Permit No. 3682 proposes to permit approximately 50 megawatt (MW) photovoltaic (PV) solar power plant on approximately 477 acres (Assessor's Parcel Numbers 812-130-006, 812-130-007, and 812-130-008). The Project to be considered by the Board of Supervisors is a portion of a larger overall project known as the McCoy Solar Energy Project. The majority of the McCoy Solar Energy Project is on Bureau of Land Management (BLM) land. The overall solar project proposes to construct, operate, maintain, and decommission a PV solar energy generating facility (solar power plant) with a capacity up to 750 MW on approximately 477 acres of land under the jurisdiction of the County of Riverside and 4,096 acres of public land administered by the BLM. The PV panel area/solar arrays within the 477 acres under the County's jurisdiction include the entire disturbed area of the panels and encompass approximately 344 acres. Approximately 516,000 panels would be placed on the land under the County's jurisdiction. The other proposed facilities on land under the County's jurisdiction would be limited to inverters, up to two water wells, a portion of the access road, and Southern California Edison's distribution line. The McCoy Solar Energy project would generate and deliver solar-generated power to the California electric grid through an interconnection at the Colorado River Substation (CRS). In order to connect to the electric grid a transmission or Gen-Tie Line is proposed. The majority of the Gen-Tie Line will be located on BLM administered land. Portions of the Gen-Tie Line will need to cross a County owned parcel (APN 818-210-014). Crossing of the County owned parcel requires the applicant to obtain a Public Use Permit (PUP No. 911) from the County, as well as a grant of a non-exclusive easement from the County to McCoy Solar, LLC for access and utility lines.

The Project is a Fast Track project (FTA No. 2013-01).

The applicant has also proposed to enter into a Development Agreement (DA No. 77) with the County for the Project consistent with the County's solar power plant program. DA No. 77 has a term of thirty years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. Proposed Ordinance No. 664.53 incorporates by reference and adopts DA No. 77 consistent with Government Code Section 65867.5.

TIME OF HEARING:	10:30 A.M. or as soon as possible thereafter.
DATE OF HEARING:	February 25, 2014
PLACE OF HEARING:	RIVERSIDE COUNTY BOARD OF SUPERVISORS 4080 LEMON STREET, 1 ST FLOOR BOARD CHAMBERS
	RIVERSIDE, CA 92501

For further information regarding the Project, please contact Damaris Abraham, Project Planner at (951) 955-5719 or e-mail <u>dabraham@rctlma.org</u>.

The Riverside County Planning Department has determined that the above-described Project has the potential to have a significant effect on the environment and has prepared an environmental impact report. Environmental Impact Report No. 528, which identifies all significant environmental effects, has been prepared in conjunction with the above referenced applications that constitute the Project. The Board of Supervisors will consider the Project, and the final environmental impact report, at the public hearing.

The final environmental impact report (EIR528), including responses to comments, appendices and all documents referenced in EIR528 may be viewed Monday through Thursday, from 8:00 A.M. to 5:00 P.M. at the Planning Department office, located at 4080 Lemon St. 12th Floor, Riverside, CA 92501.

In addition, copies of the final environmental impact report (EIR528), including responses to comments, appendices and all documents referenced in EIR528 are available for public review at the following locations:

Riverside County Planning Department

77588 El Duna Ct, Suite H, Palm Desert, California 92211

Lake Tamarisk Branch Library

43880 Lake Tamarisk Drive, Desert Center, California 92239

Palo Verde Valley District Library

125 West Chanslor Way, Blythe, California 92225

Any person wishing to testify in support of or in opposition to the Project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the Project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the Project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the Project, may be changed in a way other than specifically proposed.

Please send all written correspondence to: CLERK OF THE BOARD 4080 Lemon Street, 1st Floor P.O. Box 1147, Riverside, CA 92502-1147

PROPERTY OWNERS CERTIFICATION FORM

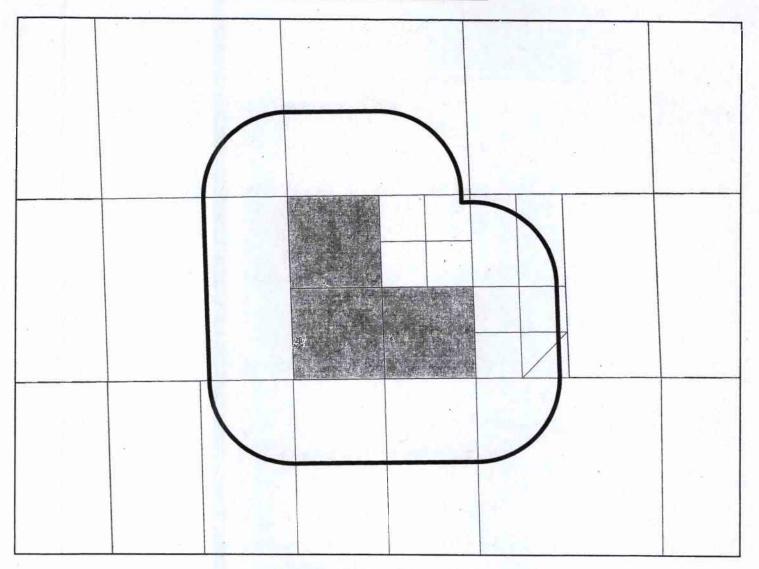
I, VINNIE NGUYEN, certify that on 1/16 2014	_,
The attached property owners list was prepared by Riverside County GIS	
APN (s) or case numbers CUP03682	For
Company or Individual's Name Planning Department	,
Distance buffered 2400'	

Pursuant to application requirements furnished by the Riverside County Planning Department, Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

NAME:	Vinnie Nguyen	
TITLE	GIS Analyst	
ADDRESS:	4080 Lemon Street 2 nd Floor	
	Riverside, Ca. 92502	
TELEPHONE NUM	BER (8 a.m. – 5 p.m.): (951) 955-8158	

CUP03682 (2400 feet buffer)



Selected Parcels

812-220-038 812-130-007 812-130-001 812-220-017 812-220-037 812-130-008 812-130-003 812-130-006 812-220-018 812-220-021 812-130-010 812-130-011 812-130-013 818-160-004 818-160-005 818-160-006 821-020-030 812-130-002 812-130-004 812-220-024 812-220-023



2,4001,200 0

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. Feed Paper

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ASMT: 812130001, APN: 812130001 JENNIFER FINNELL, ETAL 4730 PLUMMER CT SAN DIEGO CA 92130

ASMT: 812130003, APN: 812130003 RICHARD DICKERHOFF P O BOX 403 CHENEY KS 67025

ASMT: 812130004, APN: 812130004 LIDA DENEWILER, ETAL 1759 DUNDEE AVE HIGHLAND CA 92346

ASMT: 812130006, APN: 812130006 SCOTT COOLEY 15900 KENNEDY RD LOS GATOS CA 95032

ASMT: 812130007, APN: 812130007 LOUANNA FERNANDEZ, ETAL 2571 NEPTUNE PL PORT HUENEME CA 93041

ASMT: 812130008, APN: 812130008 LYNN SANDLIN, ETAL C/O LESLIE C NEWQUIST 7922 LA CAPELA LN CARLSBAD CA 92009

ASMT: 812220017, APN: 812220017 DORIS HUBBARD 252 W KENNETH RD GLENDALE CA 91202 ASMT: 812220018, APN: 812220018 MERLY BABIN, ETAL 45156 VANDERBILT CT INDIO CA 92201

ASMT: 812220021, APN: 812220021 STANLEY RUZICKA C/O JONELL F ERKE 4315 193RD AVE SE ISSAQUAH WA 98027

ASMT: 812220023, APN: 812220023 LILLA REID, ETAL 1402 SHADY GLEN RD GLENDALE CA 91208

ASMT: 812220024, APN: 812220024 CAROL BECKMANN, ETAL 690 CHANDLER #404 GURNEE IL 60031

ASMT: 812220037, APN: 812220037 PATRICIA SMITH, ETAL 617 OCEAN AVE NO E SEAL BEACH CA 90740

ASMT: 812220038, APN: 812220038 COUNTY OF RIVERSIDE C/O REAL ESTATE DIVISION P O BOX 1180 RIVERSIDE CA 92502

ASMT: 818160006, APN: 818160006 USA 818 US DEPT OF INTERIOR WASHINGTON DC 21401

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www.avery.com 1-800-GO-AVERY

PROPERTY OWNERS CERTIFICATION FORM

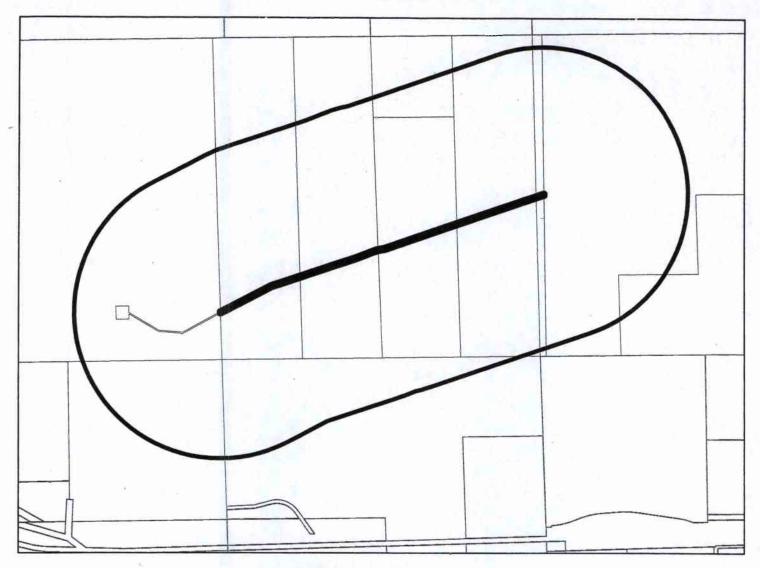
I, VINNIE NGUYEN	,
The attached property owners list was prepared by Riverside County GIS	,
APN (s) or case numbers PUP00911	For
Company or Individual's Name Planning Department	,
Distance buffered $2400'$	

Pursuant to application requirements furnished by the Riverside County Planning Department, Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

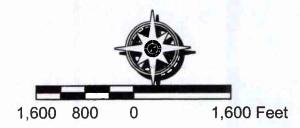
NAME:	Vinnie Nguy	/en		
TITLE	GIS Analyst			· · · · ·
ADDRESS:	4080 Lemon	Street 2 nd Floor		
	Riverside, (Ca. 92502		
TELEPHONE NUME	BER (8 a.m. – 5 p.m.):	(951) 955-8158	de la constante	NK
				10/14

PUP00911 (2400 feet buffer)



Selected Parcels

818-200-009 818-210-010 818-210-011 818-210-012 818-210-013 818-210-014 818-231-027 818-210-001 818-210-002 818-200-008 818-210-003 818-210-004 818-210-005 818-210-006 818-210-007 818-210-008 818-210-009 818-241-019



Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



ASMT: 818210002, APN: 818210002 JOHN ASHTON 1434 CIRCLE WAY SALT LAKE CITY UT 84103

ASMT: 818210009, APN: 818210009 USA 818 US DEPT OF THE INTERIOR WASHINGTON DC 21401

ASMT: 818231027, APN: 818231027 COUNTY OF RIVERSIDE C/O REAL ESTATE DIVISION P O BOX 1180 RIVERSIDE CA 92502

ASMT: 818241019, APN: 818241019 USA 818 US DEPT OF INTERIOR WASHINGTON DC 21401

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1/29/2014 1:57:12 PM CUP03682 McCoy Solar Energy Project

State Clearinghouse Governor's Office of Planning and Research ATTN: Scott Morgan, Director P.O. Box 3044 Sacramento, CA 95812-3044

Riverside County Planning Department Larry Ross 4080 Lemon Street, 12th Floor Riverside, CA 92501

NextEra Energy Resources Kenny Stein 700 Universe Boulevard Juno Beach, FL 33408

5th Supervisor District Board of Supervisors, Riverside County Marion Ashley, Supervisor 4080 Lemon Street, Mail Stop #1005 Riverside, CA 92502-1409

Agua Caliente Band of Cahuilla Indians Tribal Historic Preservation Officer Patricia Garcia 5401 Dinah Shore Drive Palm Springs, CA 92264

Airport Land Use Commission ATTN: John Guerin 4080 Lemon Street, Mail Stop 1070 Riverside, CA 92502-1409

Augustine Band of Cahuilla Mission Indians Mary Ann Green, Chairperson P.O. Box 846 Coachella, CA 92236

Briggs Law Corporation Inland Empire Office Mekaela M. Gladden 99 East "C" Street, Suite 111 Upland, CA 91786

Bureau of Land Management Ridgecrest Field Office Jeff Childers 300 S. Richmond Road Ridgecrest, CA 93555

CA State Lands Commission 100 Howe Avenue, Ste. 100 South Sacramento, CA 95825-8202 Office of Riverside County Counsel Tiffany N. North 3960 Orange Street, Suite 500 Riverside, CA 92501-3674

Lake Tamarisk Branch Library 43880 Lake Tamarisk Drive Desert Center CA, 92239

Tetra Tech EC Inc. Tricia Bernhardt 143 Union Blvd, Suite 1010 Lakewood, CO 80228

Adams Broadwell Joseph & Cardozo Attn: Rachael E. Koss 601 Gateway Boulevard, Ste. 1000 South San Francisco, CA 94080-7037

Agua Caliente Band of Cahuilla Indians Margaret Park, Director of Planning5401 Dinah Shore Drive Palm Springs, CA 92264

Audubon California 4225 Hollis St. Emeryville, CA 94608

Basin and Range Watch P.O. Box 70 Beatty, NV 89003-0070

Building Industry Assoc. 77-570 Springfield Ln., Suite E Palm Desert, CA 92211-0473

Bureau of Reclamation Lower Colorado River Regional Office Steven C. Hvinden P.O. Box 61470 Boulder City, NV 89006-1470

CA State Office of Historic Preservation 1725 23rd Street, Ste. 100 Sacramento, CA 95816 Best Best & Krieger LLP Michelle Ouellette 3390 University Avenue, 5th Floor Riverside, CA 92501

Palo Verde Valley District Library 125 West Chanslorway Blythe CA, 91115

4th Supervisor District Board of Supervisors, Riverside County John Benoit, Supervisor 4080 Lemon Street, Mail Stop #1004 Riverside, CA 92502-1409

AECOM Stacey C. Jordan, Ph.D., RPA 1420 Kettner Boulevard, Suite 500 San Diego CA 92101

Ah-Mut-Pipa Foundation Preston J. Arrow-weed PO Box 160 Bard, CA 92222

Audubon California Garry George 926 Citrus Avenue Los Angeles, CA 90036

Blythe Airport General Manager 17240 W. Hobson Way Blythe, CA 92225

Bureau of Indian Affairs Southern California Agency 1451 Research Park Drive, Suite 100 Riverside, CA 92507

CA Public Utilities Commission 505 Van Ness Avenue San Francisco, CA 94102

Cabazon Band of Mission Indians David Roosevelt, Chairperson 84-245 Indio Springs Indio, CA 92203 Cahuilla Band of Indians Luther Salgado, Sr., Chairperson PO Box 391760 Anza, CA 92539

California Department of Conservation California Geological Survey State Geologist 801 K St., Suite 1200 Sacramento, CA 95814

California Dept. of Parks & Recreation 1416 9th St., Rm 1435 P.O. Box 942896 Sacramento, CA 95814

CALTRANS District #8 Dan Kopulsky 464 W. 4th St., 6th Floor Mail Stop 725 San Bernardino, CA 92401-1400

Chemehuevi Reservation Edward Smith, Chairperson P.O. Box 1976 Chemehuevi Valley, CA 92363

City of Blythe Development Services Department 235 N. Broadway, Mail Stop 2611 Blythe, CA 92225

Colorado River Board of California State of California, The Natural Resources Agency Tanya M. Trujillo 770 Fairmont Ave., Suite 100 Glendale, CA 91203-1068

Colorado River Reservation George Ray 26600 Mojave Road Parker, AZ 85344

County of Riverside Environmental Health Dept. Senior Public Health Engineer 4080 Lemon Street, Mail Stop 3320 Riverside, CA 92502-1409

Defenders of Wildlife 1303 J Street, Suite 270 Sacramento, CA 95814

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California Air Resources Board Stationary Source Division/ 7th Floor Lawrence Vettraino 1001 I St. P.O. Box 2815 Sacramento, CA 95812

California Dept of Fish & Wildlife Inland Deserts Magdalena Rodriguez 3602 Inland Empire Blvd.#C220 Ontario, CA 91764

California Dept. of Water Resources P.O. Box 942836 Sacramento, CA 94236-0001

CALTRANS Division of Aeronautics P.O. Box 942873 Sacramento, CA 94273-0001

Chuckawalla Valley State Prison California State Dept. of Corrections 19025 Wileys Well Rd. Blythe, CA 92225-2287

Coachella Valley Association of Governments 73-710 Fred Waring Dr., Suite 200 Palm Desert, CA 92260-2553

Colorado River Indian Tribes 26600 Mohave Road Parker, AZ 85344-7737

Commander NAWCWD 575 "I" Avenue Ste. 1 Point Mugu, CA 93042-5049

County of Riverside Executive Office 4080 Lemon Street, Mail Stop 3320 Riverside, CA 92502-1409

Department of Toxic Substances Control Deborah O. Raphael, Director 5795 Corporate Avenue Cypress, CA 90630 California Department of Conservation 801 K Street MS 24-01 Sacramento, CA 95814-3530

California Dept. of Conservation Mining & Geology Board 801 K St., Mail Stop 20-15 Sacramento, CA 95814

California Energy Commission 1516 Ninth St., Mail Stop 29 Sacramento, CA 95814-5504

Center for Biological Diversity Ileene Anderson 8033 Sunset Boulevard #447 Los Angeles, CA 90046-2401

City of Blythe Community Services District Development Services Director 440 S. Main St. Blythe, CA 92225

Cocopah Museum/Cultural Resources Dept. Jill McCormick County 15 and Avenue G Somerton, AZ 85350

Colorado River Indian Tribes Museum 1007 Arizona Avenue Parker, AZ 85344

County of Riverside Environmental Programs Dept. Jared Bond 4080 Lemon Street, Mail Stop 2715 Riverside, CA 92502-1409

County of Riverside Administrative Center Mary Stark, Planning Commission Secretary ATTN: Guillermo Sanchez 4080 Lemon Street, 12th Floor, P.O. Box 1409 Riverside, California 92502-1409

Desert Permit Assistance Center ATTN: Transportation 38686 El Cerrito Rd. Palm Desert, CA 92211 Desert Tortoise Preserve Committee, Inc. 4067 Mission Inn Ave. Riverside, CA 92501

Fort Mojave Indian Tribe Ahamakav Cultural Society Linda Otero, Director PO Box 5990 Mohave Valley, AZ 86440

La Cuna de Aztlan Sacred Sites Protection Circle Alfredo A. Figueroa 424 N. Carlton Ave Blythe, CA 92225

Los Angeles County Planning Dept. 320 West Temple Street Los Angeles, CA 90012

Mojave County Planning Department 700 West Beale Street Kingman, AZ 86401

National Park Service Joshua Tree National Park 74485 National Park Dr. Twenty-nine Palms, CA 92277-3533

Orange County Environmental & Project Planning Service Division 300 N. Flower St. P.O. Box 4048 Santa Ana, CA 92702-4048

Palo Verde Unified School District 295 N. First St. Blythe, CA 92225-1824

Quechan Indian Nation Tribal Historic Preservation Officer Arlene Kingery PO Box 1899 Yuma, AZ 85366

Riverside County Building & Safety Department ATTN: Grading 4080 Lemon Street, Mail Stop 2715 Riverside, CA 92502-1409

1/29/2014 1:57:12 PM

East Blythe Water District Blythe City Council 235 N. Broadway Blythe, CA 92225

Fort Yuma Quechan Indian Nation Keeny Escalanti, Sr., President PO Box 1899 Yuma, AZ 85366

La Paz County Planning Department 1112 S. Joshua Ave., Suite 204 Parker, AZ 85344-5756

Marine Corps Air/Ground Combat Ctr. ATTN: Installation & Logistics Commanding General P.O. Box 788106 Twenty-Nine Palms, CA 92278-5001

Mojave Desert Air Quality Mgmt. District Attn: Alan J. De Salvio 14306 Park Ave. Victorville, CA 92392-2310

Native American Heritage Commission Attn: Dave Singleton, Program Analyst 1550 Harbor Boulevard West Sacramento, CA 95691

Palo Verde Irrigation District Attn: Roger Henning 180 W. 14th Ave. Blythe, CA 92225-2714

Perkins Coie Barbara J. Schussman Four Embarcadero Center, Suite 2400 San Francisco, CA 94111-4131

Ramona Band of Cahuilla Mission Indians Joseph Hamilton, Chairman PO Box 391670 Anza, CA 92539

Riverside County Environmental Health ATTN: Hazardous Materials 4080 Lemon Street, Mail Stop 3320 Riverside, CA 92502-1409 Fort Mojave Indian Tribe Timothy Williams, Chairperson 500 Merriman Ave. Needles, CA 92363

Information Technology 7195 Allessandro Blvd. Riverside, CA 92506

Law Offices of Gideon Kracov C/O McCoy Solar Energy Project 801 S. Grand Avenue 11th Floor Los Angeles, CA 90017

The Metropolitan Water District of Southern California Attn: Michael Melanson P.O. Box 54153 Los Angeles, CA 90054-0153

Morongo Band of Mission Indians Cultural Heritage Program Michael Contreras 12700 Pumarra Road Banning, CA 92220

Natural Resources Defense Council Helen O'Shea 111 Sutter St., 20th floor San Francisco, CA 94104

Palo Verde Resource Conservation District P.O. Box 610 Blythe, CA 92225

Planning Department, Imperial County Jurg Heuberger 801 Main St. El Centro, CA 92243-2843

Reg. Water Quality Control Board #7 Colorado River Basin 73-720 Fred Waring Dr., Suite 100 Palm Desert, CA 92260-2564

Riverside County Flood Control District ATTN: Tina Hanson 1995 Market Street Riverside, CA 92501 Riverside County Geologist ATTN: David Jones 4080 Lemon Street, Mail Stop 1070 Riverside, CA 92502-1409

Riverside County Building & Safety Department Mike Lara 4080 Lemon Street, Mail Stop 2715 Riverside, CA 92502-1409

Riverside County Information Technology ATTN: John Sarkasian 4080 Lemon Street, Mail Stop 5567 Riverside, CA 92502-1409

San Bernardino County Planning Department 385 N. Arrowhead Ave. San Bernardino, CA 92415-1002

San Manuel Band of Mission Indians 26569 Community Center Drive Highland, CA 92346

Sheriff's Department, Riverside County ATTN: Stanley Sniff, Sheriff 4080 Lemon Street, Mail Stop 1450 Riverside, CA 92502-1409

Soboba Band of Luiseno Indians Cultural Resources Director Joseph Ontiveros P.O. Box 487 San Jacinto, CA 92581

The Wilderness Society Sally Miller 250 Montgomery Street, Suite 210 San Francisco, CA 94104

U.S. Department of the Interior Bureau of Indian Affairs 1849 C Street Washington, DC 20240

U.S. Fish & Wildlife Service Ecological Service Division Manager 6010 Hidden Valley Rd. Carlsbad, CA 92011

1/29/2014 1:57:12 PM

Riverside County Regional Parks & Open Space District ATTN: Marc Brewer 4600 Crestmore Rd., MS 2970 Riverside, CA 92509-6858

Riverside County EDA Fast Track 1325 Spruce St., Suite 400 Riverside, CA 92507

Riverside County Office of Industrial Hygiene 4080 Lemon Street, Mail Stop 3320 Riverside, CA 92502-1409

San Diego County Planning Department 5201 Ruffin Rd., Suite B San Diego, CA 92123

Santa Rosa Band of Cahuilla Indians Steven Estrada, Cultural Resources PO Box 391820 Anza, CA 92539

Shute Mihaly & Weinberer LLP Attn: Sara Clark 396 Hayes Street San Francisco, CA 94102-4421

Southern California Association of Governments 818 West Seventh Street 12th Floor Los Angeles, CA 90017-3435

Torres-Martinez Desert Cahuilla Indians Diana L. Chihuahua, Vice Chairperson PO Box 1160 Thermal, CA 92274

U.S. Environmental Protection Agency Region 9 Kathleen Goforth 75 Hawthorne Street San Francisco, CA 94105

U.S. Fish & Wildlife Service Palm Springs Fish and Wildlife Office Tera Baird 777 East Tahquitz Canyon Way, Suite 208 Palm Springs, CA 92262 Riverside County Assessor 4080 Lemon Street, Mail Stop 1110 Riverside, CA 92502-1409

Riverside County Fire Department Desert Office 4080 Lemon Street, Mail Stop 4009 Riverside, CA 92502-1409

Riverside County Waste Management Dept. Ryan Ross 14310 Frederick Street Moreno Valley, CA 92553

San Gorgonio Chapter, Sierra Club 4079 Mission Inn Ave. Riverside, CA 92501

Serrano Nation of Indians Goldie Walker PO Box 343 Patton, CA 92369

Sierra Club Sarah Friedman 714 West Olympic Blvd. Suite 1000 Los Angeles, CA 90015

Southern California Edison 2244 Walnut Grove Ave., Rm 312 P.O. Box 600 Rosemead, CA 91770

Twenty-Nine Palms Band of Mission Indians Darrel Mike, Chairperson 46-200 Harrison Place Coachella, CA 92236

U.S. Environmental Protection Agency Region 9 Communities and Ecosystems Divison Enrique Manzanilla, Director 75 Hawthorne Street San Francisco, CA 94105

U.S. Fish & Wildlife Service Division of Migratory Birds Thomas Dietsch 6010 Hidden Valley Rd. Carlsbad, CA 92011 Union Pacific Railroad 1400 Douglas St. Omaha, NE 68179

Worley Parsons Group Annette Zimmerman 2330 East Bidwell Street Folsom, CA 95630

Howard Wilshire 3727 Burnside Rd. Sebastopol, CA 95472

Riviera RV Resort Christine and Robert Johnson 500 Riviera Drive Blythe, CA 92225

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Western Pacific Region, FAA AWP 600 15000 Aviation Blvd. Lawndale, CA 90261-1000

Joseph R. Benitez PO Box 1829 Indio, CA 92201

The Dean Family 64079 Dolomites Court Desert Hot Springs, CA 92240

Recurrent Energy C/O Mehul Mehta 300 California Street, 7th Floor San Francisco, CA 94104 Western Watersheds Project California Director P.O. Box 2364 Reseda, CA 91337-2364

Sandra Fairchild 2175 Handel Avenue Henderson, NV 89052

Jared Fuller 636 W. 200 S Provo, UT 84601

Renewable Resources Group, Inc. Rupal Patel 113 S. La Brea Ave., 3rd Floor Los Angeles, CA 90036



RIVERSIDE COUNTY PLANNING DEPARTMENT

Juan C. Perez Interim Director

TO:	Office of Planning and Research (OPR)	
	DO Boy 2044	

- Sacramento, CA 95812-3044
- County of Riverside County Clerk

Riverside County Planning Department 4080 Lemon Street, 12th Floor P. O. Box 1409 Riverside, CA 92502-1409

38686 El Cerrito Road Palm Desert, California 92211

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the California Public Resources Code.

FROM:

CONDITIONAL USE PERMIT NO. 3682. PUBLIC USE PERMIT NO. 911, GRANT OF EASEMENT, ORDINANCE NO. 664.53 Approving Development Agreement No. 77, and DEVELOPMENT AGREEMENT NO. 77 (collectively "the Project"), and ENVIRONMENTAL IMPACT REPORT NO. 528

Damaris Abraham County Contact Person	<u>951-955-5719</u>
2011101007 State Clearinghouse Number (if submitted to the State Clearinghouse)	Phone Number
McCov Solar, LLC Project Applicant	700 Universe Blvd, Juno Beach, FL 33408 Address
The project is located northerly of Interstate 10, southerly of McCo Project Location	ov Wash, easterly of McCoy Mountains, northwesterly of Blythe Airport.
Assessor's Parcel Numbers 812-130-006, 812-130-007, and 81 overall project known as the McCoy Solar Energy Project. The n	nately 50 megawatt (MW) photovoltaic (PV) solar power plant on approximately 477 acres 2-130-008). The Project to be considered by the Board of Supervisors is a portion of a larger najority of the McCoy Solar Energy Project is on Bureau of Land Management (BLM) land. The d decommission a PV solar energy generating facility (solar power plant) with a capacity up to

750 MW on approximately 477 acres of land under the jurisdiction of the County of Riverside and 4.096 acres of public land administered by the BLM. The PV panel area/solar arrays within the 477 acres under the County's jurisdiction include the entire disturbed area of the panels and encompass approximately 344 acres. Approximately 516.000 panels would be placed on the land under the County's jurisdiction. The other proposed facilities on land under the County's jurisdiction would be limited to inverters, up to two water wells, a portion of the access road, and Southern California Edison's distribution line. The McCoy Solar Energy project would generate and deliver solar-generated power to the California electric grid through an interconnection at the Colorado River Substation (CRS). In order to connect to the electric grid a transmission or Gen-Tie Line is proposed. The majority of the Gen-Tie Line will be located on BLM administered land. Portions of the Gen-Tie Line will need to cross a County owned parcel (APN 818-210-014). Crossing of the County to McCoy Solar, LLC for access and utility lines. The applicant has also proposed to enter into a Development Agreement (DA No. 77) with the County for the Project consistent with the County's solar power plant program. DA No. 77 has a term of thirty years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. Proposed Ordinance No. 664.53 incorporates by reference and adopts DA No. 77 consistent with Government Code Section 65867.5.

This is to advise that the Riverside County <u>Board of Supervisors</u>, as the lead agency, has approved the above-referenced project on _______, and has made the following determinations regarding that project:

- 1. The project WILL have a significant effect on the environment.
- 2. An Environmental Impact Report was prepared for the project pursuant to the provisions of the California Environmental Quality Act (\$3,029.75 + \$50.00).
- 3. Mitigation measures WERE made a condition of the approval of the project.
- 4 A Mitigation Monitoring and Reporting Plan/Program WAS adopted.
- 5. A Statement of Overriding Considerations WAS adopted for the project.

This is to certify that the Final Environmental Impact Report, with comments, responses, and record of project approval is available to the general public at: Riverside County Planning Department, 4080 Lemon Street, 12th Floor, Riverside, CA 92501.

Signature

Title

Date

Date Received for Filing and Posting at OPR:

DM/dm Revised 2/10/2014 Y:\Planning Case Files-Riverside office\CUP03682\BOS Hearings\NOD Form.CUP03982.PUP00911.EIR00528.docx

COUNTY OF RIVERSIDE J* REPRINTED * R1400675 SPECIALIZED DEPARTMENT RECEIPT Permit Assistance Center 4080 Lemon Street 39493 Los Alamos Road 38686 El Cerrito Rd Second Floor Suite A Indio, CA 92211 Riverside, CA 92502 Murrieta, CA 92563 (760) 863-8271 (951) 955-3200 (951) 694 - 5242Received from: MCCOY SOLAR LLC/MEG RUSSELL \$3,029.75 paid by: CK 5000072221 CA FISH AND GAME FOR EA42451 paid towards: CFG05823 CALIF FISH & GAME: DOC FEE at parcel: appl type: CFG3 By Jan 23, 2014 13:40 MGARDNER posting date Jan 23, 2014

Overpayments of less than \$5.00 will not be refunded!

Description

Account Code

658353120100208100 CF&G TRUST

COPY 2-TLMA ADMIN

* REPRINTED *

Amount

\$3,029.75

COUNTY OF RIVERSIDE J* REPRINTED * R1104938 SPECIALIZED DEPARTMENT RECEIPT Permit Assistance Center 4080 Lemon Street 39493 Los Alamos Road 38686 El Cerrito Rd Second Floor Suite A Indio, CA 92211 Riverside, CA 92502 Murrieta, CA 92563 (760) 863-8271 (951) 955-3200 (951) 694-5242 Received from: MCCOY SOLAR LLC/MEG RUSSELL \$64.00 paid by: CK 1447426 CA FISH AND GAME FOR EA42451 paid towards: CFG05823 CALIF FISH & GAME: DOC FEE at parcel: appl type: CFG3 By May 18, 2011 14:47

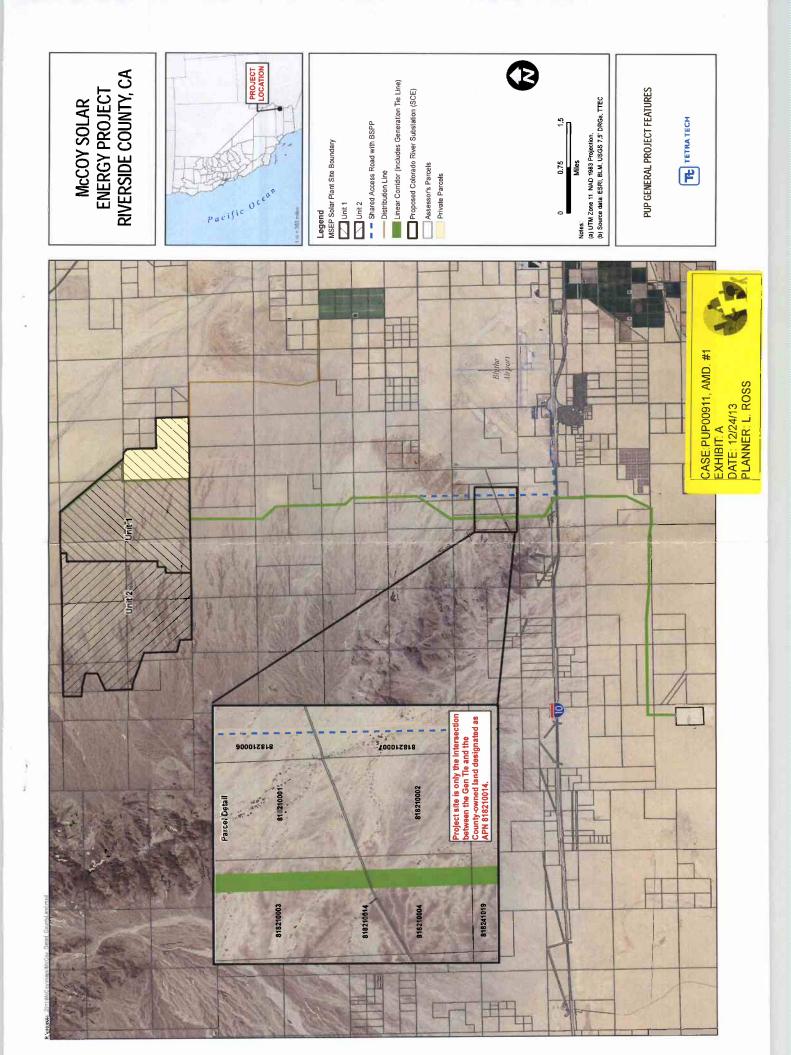
Account CodeDescription658353120100208100CF&G TRUST: RECORD FEES

Amount \$64.00

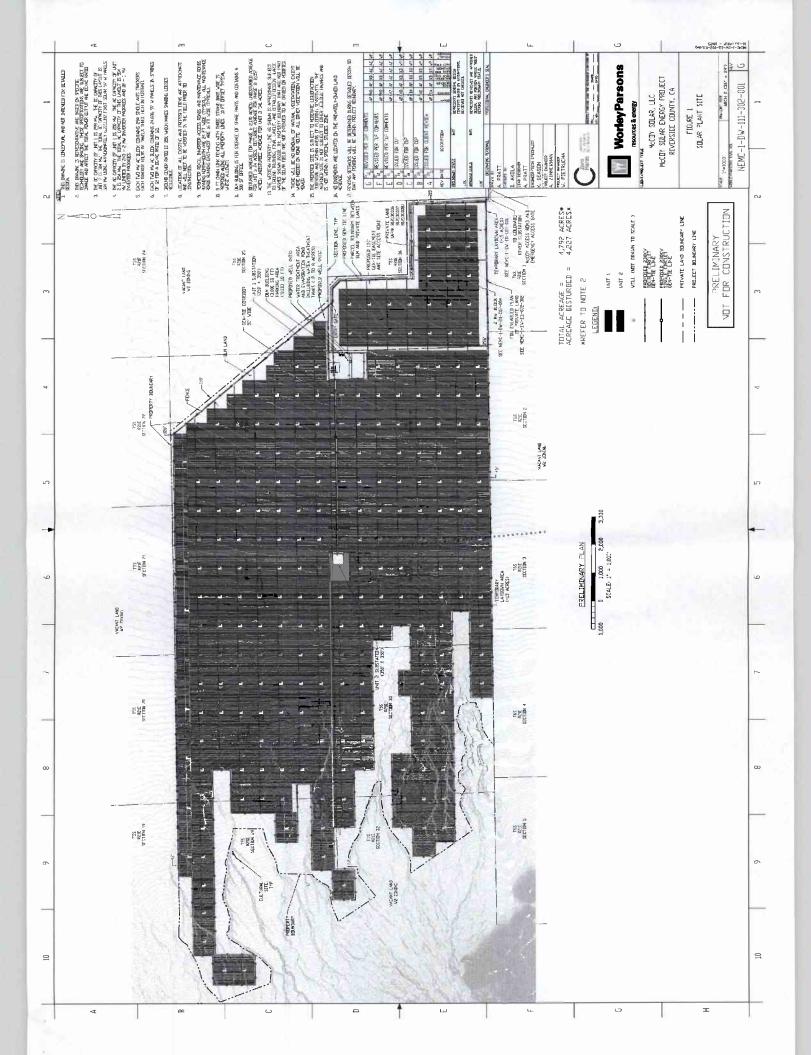
Overpayments of less than \$5.00 will not be refunded!

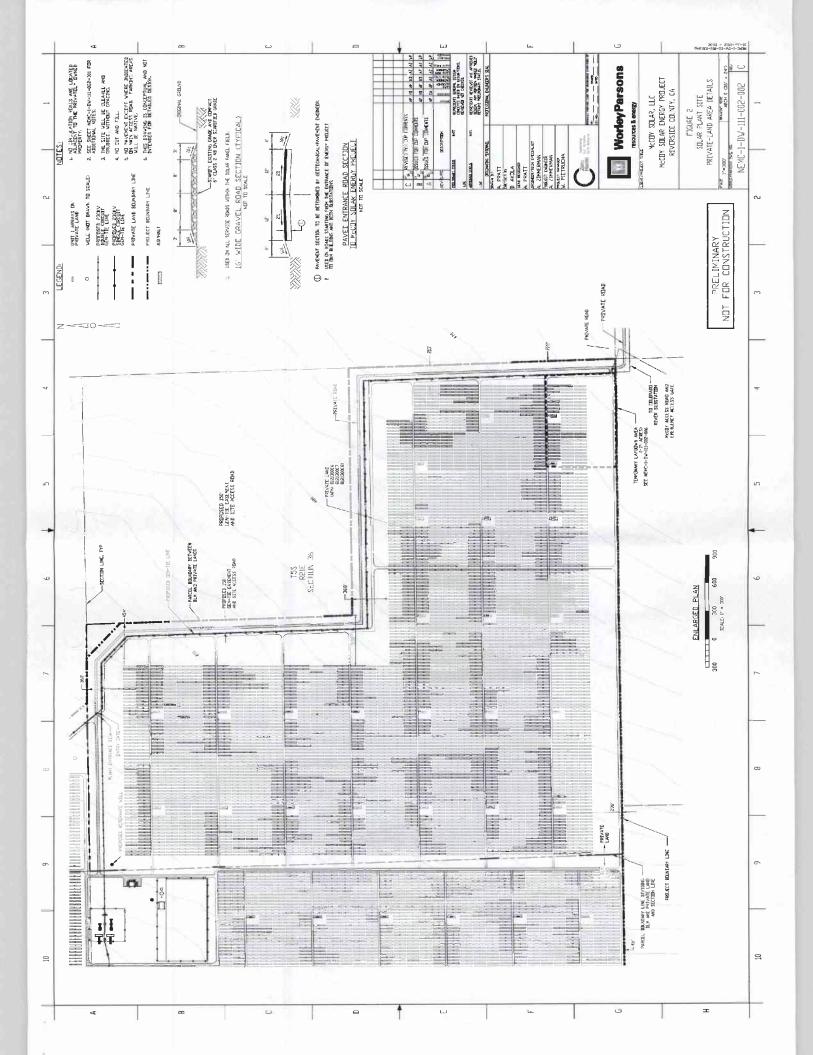
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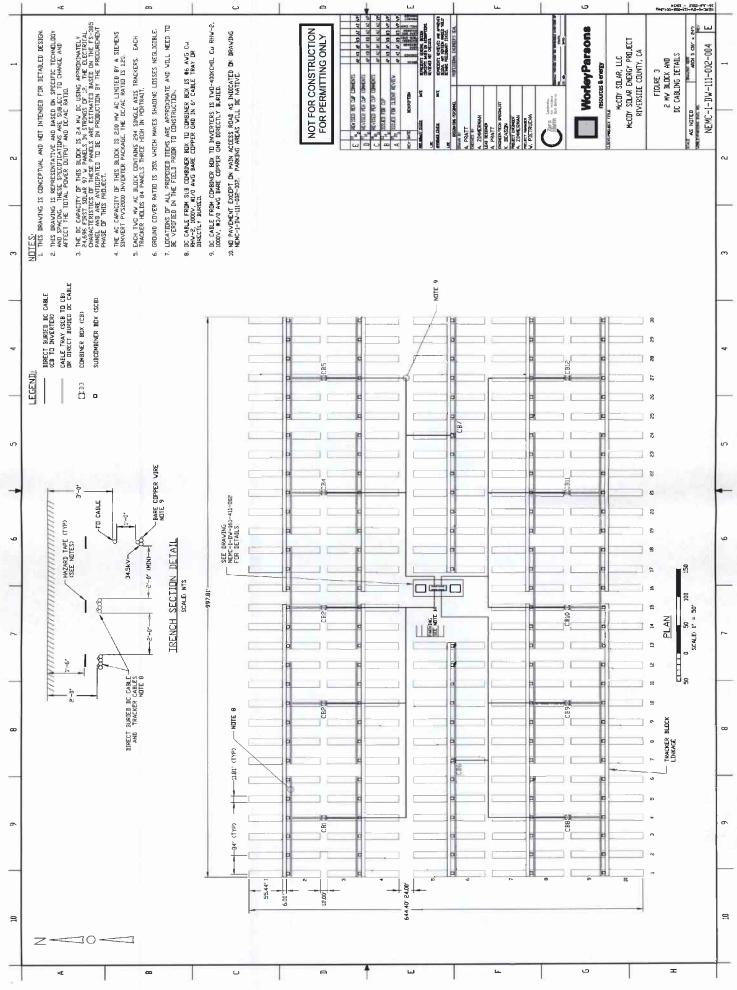
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3	LC AIT (CUF	FTGURE No. 	DESCRIPTION	VILL BE AN UP TO 750 MV P SUILTY. APPOXIMATELY 477 STIE BUUMARY IS ON PRIVAN ATE BUUMARY IS ON PRIVAL ATE AND DELIVER SILAR-GENE THEROLAN AN INTERCIMENC. FROM AND ALTH-TOWNED LL THE RUBATATELY-TUNEUDE LATE SUBSTATES INSTATED AND DEFANT LATD ACEEAGE VILL MAN DEFANT LATD ACEEAGE VILL MAN DEFANT LATD ACEEAGE VILL MAN DEFANT AND ACEEAGE VILL MAN DEFANT AND ACEEAGE VILL MAN DEFANT AND ACEEAGE VILL MAN DEFANT AND ACEAGE VILL MAN AND ACEAGE VILL MAN AND ACEAGE AND ACEAGE VILL MAN AND ACEAGE VILL AND AND ACEAGE AND ACEAGE VILL MAN AND ACEAGE VILL AND AND ACEAGE AND ACEAGE VILL MAN AND AND AND AND AND ACEAGE AND ACEAGE VILL MAN AND AND AND AND AND AND AND AND AND A		PROVIDER RIVERSIDE COUNTY FIRE DEPARTMENT	RIVERSIDE SHERIFFS DEPARTMENT	DN SITE VELLS	DN SITE SEWAGE TREATMENT	SDUTHERN CALIFORNIA EDISON	ELECTROVIC	NOT FOR	5
9	AR, LI PERN	A DETAILS TAILS DETAILS	PRDJECT	THE FRDJECT GENERATING F SIGLAREATING F SIGLAREATING F VUDUD GENER VUDUD GENER VUDUD GENERATING SIGLAR FIELD AN DIA FIELD, AN DIA FIELD, AN DIA SIGLAR FIELD		UTILITY FIRE	POLICE	WATER	WASTE WATER	ELECTRIC			9
8 7	McCOY SOLAR, LLC CONDITIONAL USE PERMIT (CUP)	DRAVING LIST DRAVING N. DRAVING N. DRAVING N. ITTLE MEMC-1-DV-111-000-001 CDVER SHEET MEMC-1-DV-111-000-001 CDVER SHEET MEMC-1-DV-111-000-001 CDVER SHEET MEMC-1-DV-111-002-001 CDLAR PLANT SITE - PRIVATE-LAND ARE MEMC-1-DV-111-002-003 TYPICAL TRAKER BETALLS MEMC-1-DV-111-002-004 TYPICAL DAM BULING AND SUBSTATION BE MEMC-1-DV-111-002-005 TYPICAL LELEVATIONS MEMC-1-DV-111-002-005 TYPICAL LELEVATIONS MEMC-1-DV-111-002-005 TYPICAL LEVATIONS MEMC-1-DV-111-002-005 TYPICAL LEVATIONS MEMC-1-DV-111-002-005 TYPICAL LEVICION AND SUBSTATION BE <		SEE GENERAL ARRANGEMENT DRAVINGS FOR PROJECT ACCESS POINTS. SEE DRAVING MEMC-1-DV-111-735-002 FUR RIAD DETAILS AND SURFACING. SEE DRAVINGS NEMC-1-DV-111-002-001 AND NEMC-1-DV-161-411-003 FOR BUILDING LOCATIONS. NO LAYDDVN OR STORAGE IS PLANKED IN THE PARKING AREA FOR THIS PROJECT. EXISTING SITE ZDNING IS V-2-10. THE PROJECT IS LODATED IN THE PALD VERDE UNIFIED SCHOOL DISTRICT.	SEE GENERAL ARRANGEMENT DRAVDNGS NEMC-1-DW-111-002-001 AND NEMC-1-DW-161-411-003 FDR LUCATION DF ALL UTILITIES. FIRE PROTECTION SYSTEMS WILL BE DESIGNED PER NFPA AND AUTHORITY HAVING JURISDICTION. NDT FDR CONSTRUCTION.	ACTUAL LAND USE IS RURAL DEN SPACE AND RADPDEED LAND USE IS SILAR GENERATING FACILITY. ELGITTVE LEUST FROM RUDS AND DURIVIOL LANGS THAT ARE NUT PAVED DE GRAVELED SHALL BE CONTROLLED BY FROMDIC APPLICIANCE THAT ARE NOT STABILIZER AS RECOMED. DIE APPLICANT VIL CONSOLLIDATE PARCELLS, GRANT ADDITIONAL DEVELOPMENT AND DR	URAUNO EASERUNS, UK MARE UTAEK ARKANULENINS BELVEEN THE VUDENLIND FARUELS B NECESSE AN TO COMPLY WITH RIVERSIDE COUNTY RECULATIONS. THE RIVATE LAND LOCATION OF THE PROLECT IS DEPECTED IN THE 1998 THOMAS BROTHERS MAPS CALIFTRANIA RADA TLAS & DEVICER SCUDE EN PAGE 103 GROTD CA.	THE 477 ACRES OF PRIVATELY-DWED LAND IS SUBJECT TO MODERATE LIQUEFACTION PTENTIAL FOR WITHING RESEARCH FLUDING EXEMPTIVELY. THE PROPEDED STIFE IS NOT SUBJECT	IN UNER GLUDGIC PREAMED AND IS MUL WITHIN A SPECIAL STUDIES LUNG. ND EASEMENTS ARE LOCATED DN THE PRIVATELY-DUNED LAND ACREAGE.		APN BI2130006 160 ACRES SOUTHEAST DWE-DUARTER DF SECTION 36, TOVNSHIP 5, SOUTH, RANGE 21 EAST, SAN BERNARDIND BASE AND MERIDIAN: APN BI2130007 160 ACRES SOUTHWEST DWE-DUARTER DF SECTION 36, TOVNSHIP 5 SOUTH,	RANGE 21 EAST, SAN BERNARDIND BASE AND MERIDIAN. Arn Birligoods 160 Acres North-Vest DNE-Quarter of Section 36, tounship 5 south. Range 21 East, San bernarding base and meridian.	2 8
6	S			 SEE GENERAL ARRANGEMENT IRRAVINGS FOR PROLECT ACCESS POINTS. SEE IRRAVING MEMC-1-DW-111-735-002 FUR RIDAD DETAILS AND SURFA SEE DRAVINGS NEMC-1-DW-111-002-001 AND NEMC-1-DW-161-411-003 F NO LAYDOW OF STORAGE IS PLANNED IN THE PARKING AREA FOR TH IN DL AYDOW OF STORAGE IS PLANNED IN THE PARKING AREA FOR TH EXISTING SITE ZDMING IS W-2-10. THE PROJECT IS LIDGATED IN THE PALD VERUE UNIFIED SCHOOL DIST 	EEMENT DRAWDAGS NEMC-1- "ILITIES. STEMS WILL BE DESIGNED STON.	RURAL DPEN SPACE AND RUPADS AND DRIVING LAN IDDIC APPLICATION OF VA CONSOLIDATE PARCELS, (UK MAKE UTREK AKKANUL DMPLY WITH RIVERSIDE CC LOCATION OF THE PROJECT AD ATLAS & DRIVERS GUI	PRIVATELY-OWNED LAND 1 N AREAS OF FLOODING SEN	ACARDS AND IS NUT WITH	CRIPTION	res southeast dne-quar Bernarding base and men Res southwest dne-quar	Bernardind Base and Mef Res Northwest one-Quar Bernardind Base and Mef	6
0	A	<u>م</u> ن	D GENERAL NOTES		r` ∞i ưi	F 10. ACTUAL LAND USE IS 11. FLGITIVE DUST FROM CONTROLLED BY PERI 12. THE APPLICANT VILL	AS NECESSARY TO CC AS NECESSARY TO CC 13. THE PRIVATE LAND L MAPS CALIFIDRNIA RD	14. THE 477 ACRES DF F	IJ.	CUP LEGAL DESCRIPTION		RANGE 21 EAST, SAN 1 APN BI213000B 160 ACI RANGE 21 EAST, SAN 1	10







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