

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

101B



**FROM:** TLMA – Planning Department

**SUBMITTAL DATE:**  
**April 10, 2014**

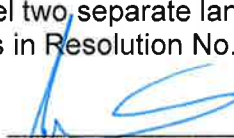
**SUBJECT:** INDIGO RANCH SOLAR PROJECT - AGRICULTURAL PRESERVE CASE NO. 1027, CONDITIONAL USE PERMIT NO. 3693, ORDINANCE NO. 664.54, DEVELOPMENT AGREEMENT NO. 78 AND MITIGATED NEGATIVE DECLARATION FOR ENVIRONMENTAL ASSESSMENT NO. 42580 – Fast Track Authorization No. 2013-008 - Applicant: Indigo Ranch Project LLC - Engineer/Representative Silverado Power – Fourth/Fourth Supervisorial District – Desert Center Area Plan - Location: northerly of Oasis Road, and westerly of Highway 177. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors open the public hearing and at the close of the public hearing:

1. **ADOPT** a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 42580**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment; and,
2. **ADOPT RESOLUTION NO. 2014-050**, approving Agricultural Preserve Case No. 1027, issuing Certificates of Tentative Cancellation and diminishing Chuckwalla Agricultural Preserve No. 2, Map No. 622; and,
3. **TENTATIVELY APPROVE AGRICULTURAL PRESERVE CASE NO. 1027**, a proposal to diminish Chuckwalla Agricultural Preserve No. 2, Map No. 622 and cancel two separate land conservation contracts as depicted on Map No. 1027 subject to the conditions in Resolution No. 2014-050; and,

Initials  
JCP:lr

(continued next page)

  
 Juan C. Perez  
 TLMA Director/ Interim Planning  
 Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
<b>SOURCE OF FUNDS:</b> Deposit based funds				<b>Budget Adjustment:</b> N/A	
				<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:**

APPROVE

County Executive Office Signature

BY:   
 Denise C. Harden

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
 BY:   
 TIFFANY N. NORTH  
 DATE: 4/10/14

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: | District: 4/4 | Agenda Number:

16 - 1

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: INDIGO RANCH SOLAR PROJECT - AGRICULTURAL PRESERVE CASE NO. 1027, CONDITIONAL USE PERMIT NO. 3693, ORDINANCE NO. 664.54, DEVELOPMENT AGREEMENT NO. 78 AND MITIGATED NEGATIVE DECLARATION FOR ENVIRONMENTAL ASSESSMENT NO. 42580 - Fast Track Authorization No. 2013-008 - Applicant: Indigo Ranch Project, LLC – Fourth/Fourth Supervisorial District – Desert Center Area Plan.**  
**DATE:** April 10, 2014  
**PAGE:** Page 2 of 3

**RECOMMENDED MOTION CONTINUED:**

4. **APPROVE CONDITIONAL USE PERMIT NO. 3693**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report and environmental assessment; and
5. **INTRODUCE and ADOPT** on successive weeks **ORDINANCE NO. 664.54** Approving Development Agreement No. 78, based upon the findings and conclusions incorporated in the staff report and environmental assessment.

**BACKGROUND:**

**Summary**

The project site is within the Chuckwalla Agricultural Preserve No. 2, designated Agriculture on the Riverside County General Plan, and it is zoned Light Agricultural - 20 Acre Minimum (A-1-20). Agricultural Preserve Case No. 1027 proposes to diminish the Chuckwalla Agricultural Preserve No. 2 by 40.12 acres. In order for parcels to be removed from an Agricultural Preserve, the land owner must provide an alternative land use. The applicant proposes the alternative use of a 4.5 megawatt (MW) photovoltaic solar power plant for the 40.12 acres. Ordinance No. 509, the ordinance regulating agricultural preserves, lists which uses are allowed in an agricultural preserve. A solar power plant is not listed, therefore it is considered an alternative land use and the agricultural preserve must be diminished.

Pursuant to Government Code Section 51284.1, a copy of the complete Diminishment/Cancellation Application for Agricultural Preserve Case No. 1027 was submitted to the State Department of Conservation (SDC) on November 18, 2013.

On December 18, 2013, the Comprehensive Agricultural Preserve Technical Advisory Committee (CAPTAC) considered the application to diminish Chuckwalla Agricultural Preserve No. 2, Map No. 622. CAPTAC recommended denial of the proposed application citing that the cancellation was not consistent with the provisions of the Agricultural Land Conservation Act of 1965; however, the Planning Department does not concur with CAPTAC's conclusion and is recommending APPROVAL of the diminishment of the agricultural preserve and cancellation of the subject two land conservation contracts based upon the conditions of approval, findings, and conclusions set forth in Resolution No. 2014-050. Considering the decline of agriculture in that specific area, the physical characteristics of the site which are favorable for solar power plant development, and the state mandates for renewable energy, the Planning Department considers the solar power plant project to be a better use of the land.

Should the Board of Supervisors tentatively approve the proposed cancellation and diminishment, the applicant would be required to comply with the conditions of approval identified in Resolution No. 2014-050 prior to the issuance of a Certificate of Final Cancellation as outlined in Government Code Section 51283.4.

Conditional Use Permit No. 3693 (Indigo Ranch Solar project) is a proposal for a 4.5 megawatt (MW) photovoltaic solar power plant on two parcels of private land totaling 40.12 acres. The project proposes to deliver power through an interconnection on Southern California Edison's Desert Center, 12.47 kilovolt (kV) distribution line which transects the subject site. The project includes the installation of a 12 kV Remote Automatic Recloser (RAR), or breaker, on an existing pole of SCE's 12 kV circuit located east of the project site within the existing SCE easement, installation of two new 60 ft. overhead poles on the regulator located within an existing right-of-way along Phone Line Road, and replacement of three protection relays within SCE's Eagle Mountain Substation.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: INDIGO RANCH SOLAR PROJECT - AGRICULTURAL PRESERVE CASE NO. 1027, CONDITIONAL USE PERMIT NO. 3693, ORDINANCE NO. 664.54, DEVELOPMENT AGREEMENT NO. 78 AND MITIGATED NEGATIVE DECLARATION FOR ENVIRONMENTAL ASSESSMENT NO. 42580 - Fast Track Authorization No. 2013-008 - Applicant: Indigo Ranch Project, LLC – Fourth/Fourth Supervisorial District – Desert Center Area Plan.**  
**DATE:** April 10, 2014  
**PAGE:** Page 3 of 3

The applicant and County Staff have negotiated a Development Agreement (DA No. 78). DA No. 78 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. DA No. 78 contains terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law, which is a public benefit for the County. DA No. 78 also contains an agreement between the parties with regard to the computation of development impact fees using the surface mining fee category on a Project Area basis as set forth in Section 13 of Ordinance No. 659. Per State law, a development agreement is a legislative act which must be approved by ordinance. Proposed Ordinance No. 664.54, an Ordinance of the County of Riverside Approving Development Agreement No. 78, incorporates by reference and adopts DA No. 78.

Approval and use of Conditional Use Permit No. 3693 is conditioned upon Development Agreement No. 78 being entered into and effective.

Since the solar power plant project is less than 20 megawatts, it is exempt from Board of Supervisors Policy No. B-29 regarding solar power plants.

The project is located northerly of Oasis Road, and westerly of Highway 177. Assessor's Parcel Nos. 808-240-007 and 808-240-010.

**Impact on Citizens and Businesses**

Environmental Assessment No. 42580 studied the project and its impacts, as described in the attached staff report and initial study. The project will aid in the transmission of renewable energy to the power grid.

Staff labor and expenses to process this project have been paid directly through Indigo Ranch's deposit based fees.



# RIVERSIDE COUNTY PLANNING DEPARTMENT

**Juan C. Perez**  
**Interim Planning Director**

**DATE: April 10, 2014**

**TO: Clerk of the Board of Supervisors**

**FROM: Planning Department - Riverside Office**

**SUBJECT: Solar Project - Indigo Ranch, CUP03693, AG01027, DA00078, FTA 2013-08**  
(Charge your time to these case numbers)

**The attached item(s) require the following action(s) by the Board of Supervisors:**

- |  |  |
|--|--|
| <input type="checkbox"/> Place on Administrative Action (Receive & File, EOT)                              | <input checked="" type="checkbox"/> Set for Hearing (Legislative Action Required; CZ, GPA, SP, SPA)        |
| <input checked="" type="checkbox"/> Labels provided If Set For Hearing                                     | <input checked="" type="checkbox"/> Publish in Newspaper:  |
| <input type="checkbox"/> 10 Day <input checked="" type="checkbox"/> 20 Day <input type="checkbox"/> 30 day |  |
| <input type="checkbox"/> Place on Consent Calendar   | COUNTY WIDE - Press Enterprise and Desert Sun  |
| <input type="checkbox"/> Place on Policy Calendar (Resolutions, Ordinances, PNC)                           | <input checked="" type="checkbox"/> Mitigated Negative Declaration   |
| <input type="checkbox"/> Place on Section Initiation Proceeding (GPIP)                                     | <input type="checkbox"/> 10 Day <input checked="" type="checkbox"/> 20 Day <input type="checkbox"/> 30 day |
|  | <input type="checkbox"/> Notify Property Owners (app/agencies/property owner labels provided)              |
|  | Controversial: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                         |

**Designate Newspaper used by Planning Department for Notice of Hearing:**

**Already advertised and set for April 22<sup>th</sup>, 2014 Hearing.**

**Documents to be sent to County Clerk's Office for Posting within five days:**

Notice of Determination and Mit Neg Dec Forms  
California Department of Fish & Wildlife Receipt (CFG05957)

**Do not send these documents to the County Clerk for posting until the Board has taken final action on the subject cases.**

Riverside Office · 4080 Lemon Street, 12th Floor  
P.O. Box 1409, Riverside, California 92502-1409  
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7040

*"Planning Our Future... Preserving Our Past"*

**Agenda Item No.:**  
**Area Plan: Desert Center**  
**Zoning Area: Chuckwalla**  
**Supervisory District: Fourth/Fourth**  
**Project Planner: Larry Ross**  
**Board of Supervisors: April 22, 2014**

**FAST TRACK AUTHORIZATION NO. 2013-08**  
**AGRICULTURAL PRESERVE CASE NO. 1027**  
**CONDITIONAL USE PERMIT NO. 3693**  
**ORDINANCE NO. 664.54**  
**DEVELOPMENT AGREEMENT NO. 78**  
**Environmental Assessment No. 42580**  
**Applicant: Indigo Ranch Project, LLC**  
**Engineer/Representative: Silverado Power**

## **COUNTY OF RIVERSIDE PLANNING DEPARTMENT STAFF REPORT**

### **PROJECT DESCRIPTION AND LOCATION:**

#### ***Agricultural Preserve Case***

Agricultural Preserve Case No. 1027 proposes to diminish the Chuckwalla Agricultural Preserve No. 2 by 40.12 acres. In order for parcels to be removed from an Agricultural Preserve, the land owner must provide an alternative land use. The applicant proposes the alternative use of a 4.5 megawatt (MW) photovoltaic solar power plant for the 40.12 acres. Ordinance No. 509, the ordinance regulating agricultural preserves, lists which uses are allowed in an agricultural preserve. A solar power plant is not listed, therefore it is considered an alternative land use and the agricultural preserve must be diminished.

#### ***Conditional Use Permit***

Conditional Use Permit No. 3693 is a proposal for a 4.5 MW photovoltaic (PV) solar power plant, the Indigo Ranch Solar project, utilizing either fixed tilt or tracker mounting supports on two parcels of private land totaling 40.12 acres. The project proposes to deliver power through an interconnection on Southern California Edison's Desert Center, 12.47 kilovolt (kV) distribution line which transects the subject site. The project includes the installation of a 12 kV Remote Automatic Recloser (RAR), or breaker, on an existing pole of SCE's 12 kV circuit located east of the project site within the existing SCE easement, installation of two new 60 ft. overhead poles on the regulator located within an existing right-of-way along Phone Line Road, and replacement of three protection relays within SCE's Eagle Mountain Substation.

#### ***Development Agreement***

The applicant has proposed entering into a Development Agreement (DA No. 78) with the County for the Project. County staff has reached an agreement with the applicant on the provisions of the development agreement. DA No. 78 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. DA No. 78 contains terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law, which is a public benefit for the County. DA No. 78 also contains an agreement between the parties with regard to the computation of development impact fees using the surface mining fee category on a Project Area basis as set forth in Section 13 of Ordinance No. 659. Approval and use of Conditional Use Permit No. 3693 is conditioned upon Development Agreement No. 78 being entered into and effective.

Per State law, a development agreement is a legislative act which must be approved by ordinance. Proposed Ordinance No. 664.54, an Ordinance of the County of Riverside Approving Development Agreement No. 78, incorporates by reference and adopts DA No. 78 consistent with Government Code section 65867.5.

The project is located northerly of Oasis Road, and westerly of Highway 177.

**ISSUES OF POTENTIAL CONCERN:**

On December 18, 2013, the Comprehensive Agricultural Preserve Technical Advisory Committee (CAPTAC) considered the application to diminish Chuckwalla Agricultural Preserve No. 2, Map No. 622. CAPTAC recommended denial of the proposed application citing that the cancellation was not consistent with the provisions of the Agricultural Land Conservation Act of 1965; however, the Planning Department does not concur with CAPTAC's conclusion and is recommending APPROVAL of the diminishment of the agricultural preserve and cancellation of the subject two land conservation contracts based upon the conditions of approval, findings, and conclusions set forth in Resolution No. 2014-050.

Should the Board of Supervisors tentatively approve the proposed cancellation and diminishment, the applicant would be required to comply with the conditions of approval identified in Resolution No. 2014-050 prior to the issuance of a Certificate of Final Cancellation as outlined in Government Code Section 51283.4.

**SUMMARY OF FINDINGS:**

- |  |   |
|--|---|
| 1. Existing General Plan Land Use (Ex. #5):    | Agriculture: Agriculture (A:AG) (10 Acre Minimum)   |
| 2. Surrounding General Plan Land Use (Ex. #5): | Agriculture: Agriculture (A:AG) (10 Acre Minimum) to the north, east, and west<br>Open Space: Rural (OS:RUR) (20 Acre Minimum) to the south |
| 3. Existing Zoning (Ex. #2):                   | Light Agriculture – 20 Acre Minimum (A-1-20)  |
| 4. Surrounding Zoning (Ex. #2):                | Light Agriculture – 20 Acre Minimum (A-1-20) to the north, east, and west<br>Natural Assets (N-A) to the south                              |
| 5. Existing Land Use (Ex. #1):                 | Vacant  |
| 6. Surrounding Land Use (Ex. #1):              | Vacant  |
| 7. Project Data:                               | Total Acreage: 40.12  |
| 8. Environmental Concerns:                     | See attached environmental assessment   |

**RECOMMENDATIONS:**

**ADOPTION** of a **MITIGATED NEGATIVE DECLARATION** for **ENVIRONMENTAL ASSESSMENT NO. 42580**, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment; and,

**ADOPTION** of **RESOLUTION NO. 2014-050**, approving Agricultural Preserve Case No. 1027, issuing Certificates of Tentative Cancellation and diminishing Chuckwalla Agricultural Preserve No. 2, Map No. 622; and,

**TENTATIVELY APPROVE AGRICULTURAL PRESERVE CASE NO. 1027**, a proposal to diminish Chuckwalla Agricultural Preserve No. 2, Map No. 622 and cancel two separate land conservation contracts as depicted on Map No. 1027 subject to the conditions in Resolution No. 2014-050; and,

**APPROVAL** of **CONDITIONAL USE PERMIT NO. 3693**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report and environmental assessment; and

**INTRODUCTION and ADOPTION** on successive weeks of **ORDINANCE NO. 664.54**, an Ordinance of the County of Riverside Approving Development Agreement No. 78, based upon the findings and conclusions incorporated in the staff report and environmental assessment.

**FINDINGS:** The following findings are in addition to those incorporated in the summary of findings and in the attached environmental assessment, which is incorporated herein by reference.

1. The project site is designated Agriculture: Agriculture (A:AG) (10 Acre Minimum) on the Desert Center Area Plan.
2. The project site is within the Chuckwalla Agricultural Preserve No. 2.
3. Pursuant to Government Code Section 51284.1, a copy of the complete Diminishment/Cancellation Application for Agricultural Preserve Case No. 1027 was submitted to the State Department of Conservation (SDC) on November 18, 2013.
4. General Plan policy LU 15.15, applicable to all land use designations, encourages, in an environmentally and fiscally responsible manner, the development of renewable energy resources and related infrastructure, including but not limited to, the development of solar power plants in the County of Riverside. The conditions of approval and mitigation measures ensure that the project is being developed in an environmentally responsible manner. The terms of DA No. 78, namely the provisions regarding the direct allocation of sales and use taxes to the County, also ensure that the project is being developed in a fiscally responsible manner.
5. The project site is surrounded by properties which are designated Agriculture: Agriculture (A:AG) (10 Acre Minimum) to the north, east, and west and Open Space: Rural (OS:RUR) (20 Acre Minimum) to the south.
6. The zoning for the subject site is Light Agriculture – 20 Acre Minimum (A-1-20).
7. The proposed use, a solar power plant, is a permitted use, subject to approval of a conditional use permit, in the A-1-20 zone, in accordance with Section 13.1.c. (12) of Ordinance No. 348. (Ord. No. 348.4705, Amended 12-08-11)
8. The proposed use, a solar power plant, is consistent with the development standards set forth in the A-1-20 zone.
9. The project site is surrounded by properties which are zoned Light Agriculture – 20 Acre Minimum (A-1-20) to the north, east, and west and Natural Assets (N-A) to the south.

**FAST TRACK AUTHORIZATION No. 2013-08, CONDITIONAL USE PERMIT NO. 3693,  
AGRICULTURAL PRESERVE CASE NO. 1027, ORDINANCE NO. 664.54, DEVELOPMENT  
AGREEMENT NO. 78**

**BOS Staff Report: April 22, 2014**

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10. The Chuckwalla Valley Raceway and Desert Center Airport are approximately 2 miles from the project site. As that the proposed project has no sensitive receptors, there will be no impacts from Chuckwalla Valley Raceway and the Desert Center Airport on the project. No other existing uses in the vicinity will impact or be impacted by this project.
11. The project site is not located within an Airport Influence Area and therefore Airport Land Use Commission(ALUC) review was not required. However, due to the proximity of the Desert Center Airport the project was transmitted to the ALUC. ALUC staff reviewed the project and commented in their letter dated April 2, 2013 as long as there were no additional transmission lines added as a result of the project, the project would not need ALUC review.
12. No uses have been constructed and are operating adjacent to the project site, the surrounding area is vacant. Accordingly, the project will not result in a change to the overall rural character of the area.
13. The project is not located within a Conservation Area of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP).
14. The project has Fast Track status per Section 21.34d of Ordinance No. 348 and Board of Supervisors Policy A-32.
15. Development Agreement No. 78 is consistent with the General Plan, public health, safety and general welfare. The express terms of DA No. 78 grant the applicant a vested right to develop the project in accordance with existing land use regulations, in accordance with the General Plan. The conditions of approval and mitigation measures, the approvals of which are incorporated into the exhibits to DA No. 78, ensure that the solar power plant project is developed in a way that is consistent with public health, safety and general welfare. The project will provide important benefits to the local and regional economy from the purchase of equipment and supplies and local jobs. Development Agreement No. 78 will provide significant benefits, including terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law. DA No. 78 also contains an agreement between the parties with regard to the computation of development impact fees using the surface mining fee category on a Project Area basis as set forth in Section 13 of Ordinance No. 659. These development agreement provisions ensure that DA No. 78 will provide significant benefits.
16. Environmental Assessment No. 42580 identified the following potentially significant impacts:
  - a. Biological Resources
  - b. Cultural Resources
  - c. Hydrology / Water Quality

These listed impacts will be fully mitigated by the measures indicated in the environmental assessment, conditions of approval, and attached letters. No other significant impacts were identified.



**CONCLUSIONS:**

1. The proposed project is in conformance with the Agriculture: Agriculture (A:AG) (10 Acre Minimum) Land Use Designation, the Solar Energy Resources Policy, and with all other elements of the Riverside County General Plan.
2. The proposed project is consistent with the Light Agriculture – 20 Acre Minimum (A-1-20) zoning classification of Ordinance No. 348, and with all other applicable provisions of Ordinance No. 348.
3. The public's health, safety, and general welfare are protected through project design, the conditions of approval and mitigation measures.
4. The proposed project is compatible with the present and future logical development of the area.
5. As set forth in the attached environmental assessment and through the imposition of mitigation measures set forth therein, the proposed project will not have a significant effect on the environment.

**INFORMATIONAL ITEMS:**

1. As of this writing, no letters, in support or opposition have been received.
2. The project site is not located within:
  - a. A Fault Zone;
  - b. A County Service Area;
  - c. An Airport Influence Area;
  - d. A city sphere of influence;
  - e. Western Riverside County Multiple Species Habitat Conservation Plan
  - f. A High Fire area; or,
  - g. The Stephens Kangaroo Rat Fee Area.
3. The project site is located within:
  - a. Area of Flooding Sensitivity;
  - b. An area susceptible to subsidence;
  - c. An area with moderate liquefaction potential;
  - d. Chuckwalla #2 Agricultural Preserve; and,
  - a. The boundaries of the Desert Center Unified School District.
4. The subject site is currently designated as Assessor's Parcel Numbers 808-240-007 and 808-240-010.

**RESOLUTION NO. 2014-050**

**APPROVING AGRICULTURAL PRESERVE CASE NO. 1027,  
ISSUING CERTIFICATE OF TENTATIVE CANCELLATION AND  
DIMINISHMENT OF CHUCKWALLA AGRICULTURAL PRESERVE NO. 2, MAP NO. 622  
(Government Code Section 51283.4)**

**WHEREAS**, two (2) contracts were executed pursuant to the Land Conservation Act of 1965 (Government Code Section 51200 et. seq.) for land within Chuckwalla Agricultural Preserve No. 2; and,

**WHEREAS**, Riverside Jojoba Inc. entered into one such land conservation contract dated January 1, 1987, with the County of Riverside for land that is currently identified as Assessor’s Parcel No. (“APN”) 808-240-010-5 (the “RJI Property”), which was recorded on March 9, 1987, as Instrument No. 87-64237, in the Office of the County Recorder of Riverside County, California (the “RJI Land Conservation Contract”); and,

**WHEREAS**, Jojoba Plantation Investors, Ltd. 80-5 entered into the second such land conservation contract dated January 1, 1987, with the County of Riverside for land that is currently identified as APN 808-240-007-3 (the “JPI Property” and, together with the RJI Property, the “Property”), which was recorded on March 9, 1987, as Instrument No. 87-64239, in the Office of the County Recorder of Riverside County, California (the “JPI Land Conservation Contract” and, together with the RJI Land Conservation Contract, the “Land Conservation Contract”); and,

**WHEREAS**, the Property is described in Exhibit A, attached hereto and incorporated herein by reference, entitled “**CHUCKWALLA AGRICULTURAL PRESERVE NO. 2 CANCELLATION (AG01027)**” (the “Property Description”), and,

**WHEREAS**, Indigo Ranch Project, LLC, on behalf of Riverside Jojoba, Inc., the current owner of the RJI Property, filed a Notice of Nonrenewal on June 25, 2013, which notice was recorded on November 7, 2013, as instrument No. 2013-0531892, in the Office of the County Recorder of Riverside County, California; and

**WHEREAS**, Indigo Ranch Project, LLC, on behalf of John Stephen Draskovich and Todd Culver Draskovich (together, “Draskovich”), the current owners of the JPI Property, filed a Notice of

FORM APPROVED COUNTY COUNSEL  
BY: MICHELLE CLACK  
DATE: 4/7/14

1 Nonrenewal on June 25, 2013, which notice was recorded on November 7, 2013, as instrument No. 2013-  
2 0531892, in the Office of the County Recorder of Riverside County, California; and

3 **WHEREAS**, Indigo Ranch Project, LLC, on behalf of Riverside Jojoba, Inc., also petitioned to  
4 cancel the Land Conservation Contract as it applies to the RJI Property, as depicted on the Property  
5 Description, and to diminish Chuckwalla Agricultural Preserve No. 2, Map No. 622 by removing said RJI  
6 Property from the boundaries of said agricultural preserve; and

7 **WHEREAS**, Indigo Ranch Project, LLC, on behalf of Draskovich, also petitioned to cancel the  
8 Land Conservation Contract as it applies to the JPI Property, as depicted on the Property Description, and  
9 to diminish Chuckwalla Agricultural Preserve No. 2, Map No. 622 by removing said JPI Property from  
10 the boundaries of said agricultural preserve; and

11 **WHEREAS**, the total gross acreage of the Property is 40.12 acres; and

12 **WHEREAS**, all the provisions of the California Environmental Quality Act (CEQA) and the  
13 Rules and Regulations Governing Agricultural Preserves in Riverside County (Resolution No. 84-526)  
14 have been satisfied, including the preparation of a Mitigated Negative Declaration for Environmental  
15 Assessment No. 42580; and,

16 **WHEREAS**, Indigo Ranch Project LLC has proposed, if the cancellation is approved, that the  
17 land will be used for the following alternative use: a solar photovoltaic generating facility with a net  
18 generating capacity of up to 4.5 megawatts alternating current (MWac) (the "Project"); and,

19 **WHEREAS**, the total amount of the cancellation fee for the Property, pursuant to Section 51283.4  
20 of the Government Code, has been determined and certified by the Board of Supervisors to be \$15,000.00  
21 (\$7,500 for the RJI Property and \$7,500 for the JPI Property); and,

22 **WHEREAS**, a public hearing was held on this matter by the Riverside County Board of  
23 Supervisors on April 22, 2014.

24 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of Supervisors  
25 of the County of Riverside, State of California, in regular session assembled on April 22, 2014, that:

- 26 1. The above recitals are incorporated herein by this reference.
- 27 2. The subject parcels affected by the proposed diminishment are included under the Land  
28 Conservation Contract.
3. Pursuant to the Notices of Nonrenewal submitted on June 25, 2013, the RJI Land Conservation  
Contract and the JBI Land Conservation Contract on the 40.12 acres will expire on January 1,  
2023 (GC 51245 and R&T Code 426(c)).

- 1 4. The cancellation fee was determined by the Riverside County Assessor's Office to be a total of  
2 \$15,000.00 (\$7,500 for the RJI Property and \$7,500 for the JPI Property).
- 3 5. The vacant 40.12 gross-acre portion of the 578.78 gross-acres subject to the Land  
4 Conservation Contract is located northerly of Belsby Avenue, easterly of Melon Street,  
5 westerly of Plantation Street, and southerly of Investor Avenue, in the Desert Center area of  
6 eastern Riverside County.
- 7 6. According to the Natural Resource Conservation Service, the Soils Capability Classification as  
8 indicated in the USDA Soil Survey for Riverside County indicates that the site is one hundred  
9 (100) percent within Class III, IV, and VI.
- 10 7. A Conditional Use Permit (CUP No. 3693) is being processed with this Agricultural Preserve  
11 case and constitutes the proposed alternative land use for the 40.12 gross acres area that is the  
12 subject of this diminishment and cancellation. The proposed alternative land use is consistent  
13 with the Riverside County General Plan, as described in more detail below.

12 **BE IT FURTHER RESOLVED** by the Board of Supervisors that:

- 13 1. The cancellation is for land on which a Notice of Nonrenewal has been served.
- 14 2. The cancellation is not likely to result in the removal of adjacent lands from agricultural use as  
15 the Project will not affect the ability to use adjacent lands for agriculture. The cancellation will  
16 only remove 40.12 gross acres, leaving 538.66 gross acres in the Agricultural Preserve,  
17 ensuring the viability for long-term continued agricultural production on a substantial portion  
18 of the adjacent agricultural preserve.
- 19 3. The cancellation is for an alternative use that is consistent with the applicable provisions of the  
20 Riverside County General Plan. Specifically, the Project directly implements the General Plan  
21 policy to permit and encourage, in an environmentally and fiscally responsible manner, the  
22 development of renewable energy resources and related infrastructure, including but not  
23 limited to, the development of solar power plants in the County of Riverside. The Project  
24 directly implements this policy and thus is consistent with the General Plan.
- 25 4. Additionally, California's Legislature has expressed its interest in renewable energies by  
26 enacting legislation meant to reduce greenhouse gas emissions. The Project will help achieve  
27 the goal of increased renewable energy by directly generating solar electricity through the use  
28 of solar photovoltaic panels, which is a renewable energy source. Additionally, once

1 operational, the Project would offset greenhouse gas emissions that would have resulted from  
2 producing an equivalent amount of electricity utilizing generators powered by fossil fuels.

- 3 5. The cancellation will not result in discontinuous patterns of urban development because the  
4 existing General Plan and zoning designations for the subject site and the surrounding parcels  
5 limit commercial and residential development and therefore provide a buffer for the subject  
6 site and the surrounding parcels from urbanization. Those surrounding parcels that also fall  
7 within existing Agricultural Preserves have an added buffer against urbanization that will  
8 require the review and approval of the appropriate Planning Department applications prior to  
9 any development. Furthermore, the Project would be located on land that is appropriate for  
10 solar generating facilities because the land is flat, is previously disturbed, does not contain  
11 significant biological or cultural resources that would be adversely affected, is adjacent to an  
12 existing electricity distribution line and is not conducive to alternative development or urban  
13 development.
- 14 6. There is also no other nearby parcel that is not subject to a land conservation contract and that  
15 is both available and suitable for the Project. The Project is located on disturbed and fallow  
16 agricultural land that is bound to the north, east, and west by properties that are also fallow and  
17 encumbered by the Agricultural Preserve. Bureau of Land Management land is adjacent to the  
18 south of the project site and is undisturbed in nature with potential habitat for biological  
19 resources. Land in the surrounding area was evaluated for transmission capacity,  
20 environmental resources and land use impacts. The Project site was selected for solar  
21 development because it utilizes disturbed land with no impact to biological or cultural  
22 resources and is adjacent to an existing Southern California Edison (SCE) power line that has  
23 the capacity for interconnection. As a result, there is no non-contracted land which is both  
24 available and suitable for the Project based on available transmission capacity, environmental  
25 resources and land use impacts.
- 26 7. Therefore, based on the above, the public's interest in renewable energy substantially  
27 outweighs the purpose of the Williamson Act and there is no proximate, noncontracted  
28 alternative land available and suitable for the proposed Project.
8. Diminishing Agricultural Preserve No. 2 by removing 40.12 gross acres will not have a  
significant adverse effect upon the environment and a Mitigated Negative Declaration for

1 Environmental Assessment No. 42580 is adopted based on the findings incorporated in the  
2 initial study.

3 **BE IT FURTHER RESOLVED** by the Board of Supervisors that the applicant shall comply with  
4 the following conditions prior to issuance of a Certificate of Final Cancellation with respect to the RJI  
5 Property as outlined in Government Code Section 51283.4:

- 6 1. The cancellation fee of \$7,500.00 shall be paid; and,
- 7 2. All conditions necessary for the County to issue grading permits for any portion of CUP No.  
8 3693 shall have been met; and,
- 9 3. The landowner shall notify the Board of Supervisors when all conditions and contingencies  
10 enumerated in this Certificate of Tentative Cancellation have been satisfied with respect to the  
11 RJI Land Conservation Contract. Within 30 days of receipt of such notice, and upon  
12 determination that the conditions and contingencies have been satisfied, the Board of  
13 Supervisors shall cause to be executed and recorded a Certificate of Final Cancellation with  
14 respect to the RJI Land Conservation Contract.

15 **BE IT FURTHER RESOLVED** by the Board of Supervisors that the applicant shall comply with  
16 the following conditions prior to issuance of a Certificate of Final Cancellation with respect to the JPI  
17 Land Conservation Contract as outlined in Government Code Section 51283.4:

- 18 1. The cancellation fee of \$7,500.00 shall be paid; and,
- 19 2. All conditions necessary for the County to issue grading permits for any portion of CUP No.  
20 3693 shall have been met; and,
- 21 3. The landowner shall notify the Board of Supervisors when all conditions and contingencies  
22 enumerated in this Certificate of Tentative Cancellation have been satisfied with respect to the  
23 JPI Property. Within 30 days of receipt of such notice, and upon determination that the  
24 conditions and contingencies have been satisfied, the Board of Supervisors shall cause to be  
25 executed and recorded a Certificate of Final Cancellation with respect to the JPI Land  
26 Conservation Contract.

27 **BE IT FURTHER RESOLVED** by the Board of Supervisors that the Clerk of this Board shall  
28 file and record copies of this resolution and the Property Description, in the Office of the County  
Recorder of Riverside County, California, and transmit copies thereof to the Director of Conservation of  
the State of California, the Treasurer of Riverside County, and the Assessor of Riverside County; and that  
upon fulfillment of all of the conditions with respect to both the RJI Land Conservation Contract and the

1 JPI Land Conservation Contract, the landowners will be entitled to a Certificate of Final Cancellation that  
2 provides as follows:

- 3 1. Chuckwalla Agricultural Preserve No. 2, Map No. 622 adopted on February 24, 1987, will be  
4 amended by deleting therefrom the area shown and described on the Property Description, said  
5 Property Description being on file in the Office of the Clerk of the Board.
- 6 2. The RJI Land Conservation Contract and the JPI Land Conservation Contract will each be  
7 canceled to the extent said contracts apply to land referenced in the petitions for cancellation  
8 of the aforementioned property owners, thereby removing from the effect of said contracts the  
9 real property in the County of Riverside, State of California, described in the Property  
10 Description.

11 **BE IT FURTHER RESOLVED** by the Board of Supervisors that, if any portion of the  
12 cancellation fee of \$7,500 for the RJI Property or the cancellation fee of \$7,500 for the JPI Property is not  
13 paid within one year following the recordation of this Certificate of Tentative Cancellation, that portion of  
14 the fee shall be recomputed pursuant to Government Code Section 5.1283.4 (a), and the applicable  
15 landowner shall be required to pay the applicable portion of the recomputed fee as a condition to issuance  
16 of a Certificate of Final Cancellation of the Land Conservation Contract.

17 **BE IT FURTHER RESOLVED** by the Board of Supervisors that, upon application of the  
18 landowner, the Board of Supervisors may hereafter amend a tentatively approved specified alternative use  
19 if the Board finds that such amendment is consistent with the findings made pursuant to Government  
20 Code Section 51282.  
21  
22  
23  
24  
25  
26  
27  
28

1 ORDINANCE NO. 664.54

2  
3 AN ORDINANCE OF THE COUNTY OF RIVERSIDE  
4 APPROVING DEVELOPMENT AGREEMENT NO. 78  
5

6 The Board of Supervisors of the County of Riverside ordains as follows:

7 Section 1. Pursuant to Government Code Section 65867.5, Development Agreement  
8 No. 78, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by  
9 reference, is hereby approved.

10 Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute  
11 said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective  
12 Date of this ordinance, provided that all landowners listed in Development Agreement No. 78 have  
13 executed said Development Agreement within thirty (30) days after adoption of this ordinance.

14 Section 3. Effective Date. This ordinance shall take effect thirty (30) days after its  
15 adoption.

16 BOARD OF SUPERVISORS OF THE COUNTY  
17 OF RIVERSIDE, STATE OF CALIFORNIA

18 By: \_\_\_\_\_  
Chairman


19 ATTEST:

20 CLERK OF THE BOARD:

21 By: \_\_\_\_\_  
22 Deputy

23 (SEAL)

24 APPROVED AS TO FORM  
25 April 7, 2014

26 By:   
27 TIFFANY N. NORTH  
28 Deputy County Counsel



Recorded at request of  
Clerk, Board of Supervisors  
County of Riverside

When recorded return to  
Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501

DEVELOPMENT AGREEMENT NO. 78

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND INDIGO RANCH PROJECT LLC

AND OTHERS

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DEVELOPMENT AGREEMENT NO. 78

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Riverside County Recorder (hereinafter the "Effective Date") by and among the COUNTY OF RIVERSIDE (hereinafter "COUNTY"), and the persons and entities listed below (hereinafter "OWNER");

INDIGO RANCH PROJECT LLC  
JOHN STEPHEN DRASKOVICH  
TODD CULVER DRASKOVICH  
RIVERSIDE JOJOBA INC.

RECITALS

WHEREAS, COUNTY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Article 11, Section 7 of the California Constitution and Section 65864, et seq. of the Government Code ; and,

WHEREAS, COUNTY has adopted Procedures and Requirements Of the County of Riverside For the Consideration of Development Agreements (hereinafter "Procedures and Requirements"), pursuant to Section 65865 of the Government Code; and,

WHEREAS, OWNER has requested COUNTY to enter into a development agreement and proceedings have been taken in accordance with the Procedures and Requirements of COUNTY; and,

WHEREAS, by electing to enter into this Agreement, COUNTY shall bind future Boards of Supervisors of COUNTY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of COUNTY; and,

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by COUNTY and the Board of Supervisors and have been found to be fair, just and reasonable; and,

WHEREAS, the best interests of the citizens of Riverside County and the public health, safety and welfare will be served by entering into this Agreement; and,

WHEREAS, all of the procedures of the California Environmental Quality Act (Public Resources Code, Section 21000 et seq.) have been met with respect to the Project and the Agreement; and,

WHEREAS, this Agreement and the Project are consistent with the Riverside County General Plan and any specific plan applicable thereto; and,

WHEREAS, all actions taken and approvals given by COUNTY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and,

WHEREAS, this Agreement will confer substantial private benefits on OWNER by granting vested rights to develop the Property in accordance with the provisions of this Agreement; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to COUNTY and will further important policies and goals of COUNTY; and,

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and,

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "COUNTY" means the County of Riverside, a political subdivision of the State of California.

1.1.3 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. When authorized by a Subsequent Development Approval as provided by this Agreement,



“development” includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.4 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by COUNTY in connection with development of the Property including, but not limited to:

- (a) Specific plans and specific plan amendments;
- (b) Zoning;
- (c) Conditional use permits, public use permits and plot plans;
- (d) Tentative and final subdivision and parcel maps;
- (e) Grading and building permits.
- (f) Any permits or other entitlements necessary from COUNTY for Southern California Edison’s distribution-level electrical service to and from the Project site.

1.1.5 “Development Exaction” means any requirement of COUNTY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.6 “Development Plan” means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.7 “Effective Date” means the date this Agreement is recorded with the County Recorder.

1.1.8 “Existing Development Approvals” means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Development Approvals incorporated herein as Exhibit “C” and all other Development Approvals which are a matter of public record on the Effective Date.

1.1.9 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Land Use Regulations incorporated herein as Exhibit “D” and all other Land Use Regulations which are a matter of public record on the Effective Date.

1.1.10 “Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of COUNTY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings and structures, the provisions for reservation or dedication of land for public purposes, and

the design, improvement and construction standards and specifications applicable to the development of the property. "Land Use Regulations" does not include any COUNTY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) The conduct of businesses, professions, and occupations;
- (b) Taxes and assessments;
- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) The exercise of the power of eminent domain.

1.1.12 "Local Sales and Use Taxes" means the one percent sales and use taxes imposed pursuant to and governed by the Bradley-Burns Uniform Local Sales and Use Tax Law, Revenue and Taxation Code Section 7200 et seq.

1.1.13 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.14 "OWNER" means the persons and entities listed as OWNER on the first page of this Agreement and their successors in interest to all or any part of the Property.

1.1.15 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.16 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.17 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to COUNTY under Section 3.5 of this Agreement.

1.1.18 "Solar Power Plant" means the Project together with the related solar power plant real property and facilities described and shown on Exhibit "E".

1.1.19 "Solar Power Plant Net Acreage" means the area of all parts of the Property, and any other real property which is part of the Solar Power Plant, that is involved in the production, storage or transmission of power. "Solar Power Plant Net Acreage" includes, but is not limited to, all areas occupied by the power block, solar collection equipment, spaces contiguous to solar collection equipment, transformers, transmission lines and piping, transmission facilities, buildings, structures, service roads (regardless of surface type and including service roads between collectors), and fencing surrounding all such areas. "Solar Power Plant Net Acreage" shall not include any access roads outside the Property, and shall not include any areas specifically designated and set aside either as environmentally sensitive land or open space land, and shall not include

the fencing of such designated lands. The maximum allowed Solar Power Plant Net Acreage under the Existing Development Approvals is approximately 40 acres and is described and shown on Exhibit "F" to this Agreement; however, it is acknowledged and agreed that OWNER may reduce the Solar Power Plant Net Acreage via modifications to the design of the Project. In the event the Project is modified by any Subsequent Development Approval (or is modified by OWNER without any Subsequent Development Approval, to the extent permitted under the Existing Development Approvals), the Planning Director, in consultation with the County Executive Officer and County Counsel, shall recalculate the Solar Power Plant Net Acreage, which acreage shall in no event exceed the maximum permitted Solar Power Plant Net Acreage under the building permit issued for the Solar Power Plant, and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Agreement after the effective date of such Subsequent Development Approval.

1.1.20 "Subsequent Development Approvals" means all Development Approvals approved subsequent to the Effective Date in connection with development of the Property.

1.1.21 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.22 "Transfer" means sale, assignment, lease, sublease or any other transfer of a legal or equitable interest in the Property.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" -- Legal Description of the Property.

Exhibit "B" -- Map Showing Property and Its Location.

Exhibit "C" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" -- Solar Power Plant.

Exhibit "F" -- Solar Power Plant Net Acreage.

Exhibit "G" -- Applicable County Development Impact Fees.

Exhibit "H" -- Annual Review Report Template

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of a legal or equitable interest in the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of thirty (30) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Transfer.

2.4.1 Right to Transfer. OWNER shall have the right to transfer the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq., or Riverside County Ordinance No. 460) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such transfer shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No transfer of any right or interest under this Agreement shall be made unless made together with the transfer of all or a part of the Property.

(b) Concurrent with any such transfer, or within fifteen (15) business days thereafter, OWNER shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee, in a form acceptable to COUNTY, the acceptance of which shall not be unreasonably withheld, and providing therein that the transferee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement.

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any transfer, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided COUNTY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The transferee provides COUNTY with security equivalent in all respects to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Transfer. Any subsequent transfer after an initial transfer shall be made only in accordance with and subject to the terms and conditions of this Section.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of COUNTY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement. For purposes of clarity this termination section excludes entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of Board of Supervisors' Policy No. B-29.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 Automatic Termination by Nonuse of Property by OWNER. As discussed in Section 1.1.19, it is acknowledged and agreed that OWNER may reduce the Solar Power Plant Net Acreage via modifications to the design of the Project. The Property is comprised of two (2) separate legal parcels: APN 808-240-010 (the "Jojoba Parcel") and APN 808-240-007 (the "Draskovich Parcel"). If a building permit has not been issued on

or prior to September 5, 2014 which reflects that portions of the Solar Power Plant will be located on the Jojoba Parcel, then all Development Approvals (including but not limited to Conditional Use Permit No. 3693, Agricultural Preserve Case No. 1027, and Development Agreement No. 78) shall be automatically terminated and null and void as of such date, but only with respect to the Jojoba Parcel. If a building permit has not been issued on or prior to September 5, 2014 which reflects that portions of the Solar Power Plant will be located on the Draskovich Parcel, then all Development Approvals (including but not limited to Conditional Use Permit No. 3693, Agricultural Preserve Case No. 1027 and Development Agreement No. 78) shall be automatically terminated and null and void as of such date, but only with respect to the Draskovich Parcel. If a building permit has not been issued on or prior to September 5, 2014 which reflects that portions of the Solar Power Plant will be located on either the Draskovich Parcel or the Jojoba Parcel, then all Development Approvals (including but not limited to Conditional Use Permit No. 3693, Agricultural Preserve Case No. 1027 and Development Agreement No. 78) shall be automatically terminated and null and void as of such date with respect to both the Jojoba Parcel and the Draskovich Parcel. OWNER expressly acknowledges and expressly agrees that such termination shall be automatic and shall not require a hearing by the COUNTY or opportunity for the OWNER to be heard by the COUNTY prior to such termination taking effect. Following any such termination of Development Approvals, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to Development Agreement No. 78 to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Solar Power Plants)" set forth in COUNTY Resolution No. 2012-047.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; (iii) on the next business day when delivered by overnight United States mail or courier service; or (iv) on the date of delivery shown in the facsimile records of the party sending the facsimile after transmission by facsimile to the recipient named below. All notices shall be addressed as follows:

If to COUNTY:

Clerk of the Board of Supervisors

Riverside County Administrative Center  
4080 Lemon Street, First Floor  
Riverside, CA 92502  
Fax No. (951) 955-1071

with copies to:

County Executive Officer  
Riverside County Administrative Center  
4080 Lemon Street, 4th Floor  
Riverside, CA 92501  
Fax No. (951) 955-1105

and

Planning Director  
Transportation and Land Management Agency  
Riverside County Administrative Center,  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501  
Fax No. (951) 955-1817

and

County Counsel  
County of Riverside  
3960 Orange Street, Suite 500  
Riverside, CA 92501  
Fax No. (951) 955-6363

If to OWNER:

Indigo Ranch Project LLC  
Attn: President  
c/o Canadian Solar (USA) Inc.  
2420 Camino Ramon, Suite 125  
San Ramon, CA 94583

with copies to:

John Stephen Draskovich  
P.O. Box 4706  
Buena Vista, CO 81211

and

Todd Culver Draskovich  
2201 Whyte Park Ave.  
Walnut Creek, CA 94595

and

Riverside Jojoba Inc.  
103 N. Lake Dr.  
Ormond Beach, FL 32174

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by any such change.

### 3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.



3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.4 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
  - (b) Increase the density or intensity of use of the Property as a whole; or,
  - (c) Increase the maximum height and size of permitted buildings or structures;
- or,
- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,
  - (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

### 3.5 Reservations of Authority.

3.5.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

(a) Processing fees and charges of every kind and nature imposed by COUNTY to cover the estimated actual costs to COUNTY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County.

(d) Regulations imposing Development Exactions. However, given the remoteness of the location of the Project and the uniqueness of solar power plant projects, it is unanticipated that COUNTY will adopt any Development Exactions applicable to the development of the Property within the next three (3) years. For that reason, no such subsequently adopted Development Exaction shall be applicable to the development of the Property for a period of five (5) years from the Effective Date of this Agreement. Five (5) years and one (1) day from the Effective Date of this Agreement, no subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

(e) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which are in conflict with the Development Plan provided OWNER has given written consent to the application of such regulations to development of the Property.

3.5.2 Subsequent Development Approvals. This Agreement shall not prevent COUNTY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this

Agreement prevent COUNTY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.5.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.5.4 Intent. The parties acknowledge and agree that COUNTY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to COUNTY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to COUNTY all such power and authority which cannot be restricted by contract.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to COUNTY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

3.7 Provision of Real Property Interests by COUNTY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the

development of the Property separately from or jointly with COUNTY and this Agreement does not limit the authority of such other public agencies. For example, pursuant to Government Code Section 66477 and Section 10.35 of Riverside County Ordinance No. 460, another local public agency may provide local park and recreation services and facilities and in that event, it is permitted, and therefore shall be permitted by the parties, to participate jointly with COUNTY to determine the location of land to be dedicated or in lieu fees to be paid for local park purposes, provided that COUNTY shall exercise its authority subject to the terms of this Agreement.

3.9 Tentative Tract Map Extension. Notwithstanding the provisions of Section 66452.6 of the Government Code, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Existing Land Use Regulations.

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Except as set forth immediately above, development of the Property shall occur only as provided in this Agreement, and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will detrimentally affect public interests which will not be fully addressed by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of public interests.

4.2. Local Sales and Use Taxes. OWNER and COUNTY acknowledge and agree that solar power plant owners have substantial control with respect to sales and use taxes payable in connection with the construction of a solar power plant and a corresponding responsibility to assure that such sales and use taxes are reported and remitted to the California State Board of Equalization (BOE) as provided by law. To ensure allocation directly to COUNTY, to the maximum extent possible under the law, of the sales and use taxes payable in connection with the construction of the solar power plant including, OWNER shall do the following, consistent with law:

- (a) If OWNER meets the criteria set forth in applicable BOE regulations and policies, OWNER shall obtain a BOE permit, or sub-permit, for the solar power plant jobsite and report and remit all such taxable sales or uses

pertaining to construction of the solar power plant using the permit or sub- permit for that jobsite to the maximum extent possible under the law.

(b) OWNER shall contractually require that all contractors and subcontractors whose contract with respect to the solar power plant exceeds \$100,000.00 ("Major Subcontractors") who meet the criteria set forth in applicable BOE regulations and policies must obtain a BOE permit, or sub-permit, for the solar power plant jobsite and report and remit all such taxable sales or uses pertaining to construction of the solar power plant using the permit or sub-permit for that jobsite to the maximum extent possible under the law.

(c) Prior to the commencement of any grading or construction of the solar power plant, OWNER shall deliver to COUNTY a list that includes, as applicable and without limitation, each contractor's and Major Subcontractor's business name, value of contract, scope of work on the solar power plant, procurement list for the solar power plant, BOE account numbers and permits or sub-permits specific to the solar power plant jobsite, contact information for the individuals most knowledgeable about the solar power plant and the sales and use taxes for such solar power plant, and, in addition, shall attach copies of each permit or sub-permit issued by the BOE specific to the solar power plant jobsite. Said list shall include all the above information for OWNER, its contractors, and all Major Subcontractors. OWNER shall provide updates to COUNTY of the information required under this section within thirty (30) days of any changes to the same, including the addition of any contractor or Major Subcontractor.

(d) OWNER shall certify in writing that OWNER understands the procedures for reporting and remitting sales and use taxes in the State of California and will follow all applicable state statutes and regulations with respect to such reporting and remitting,

(e) OWNER shall contractually require that each contractor or Major Subcontractor certify in writing that they understand the procedures for reporting and remitting sales and use taxes in the State of California and will follow all applicable state statutes and regulations with respect to such reporting and remitting.

(f) OWNER shall deliver to COUNTY or its designee (as provided in section (g) below) copies of all sales and use tax returns pertaining to the solar power plant filed by the OWNER, its contractors and Major Subcontractors. Such returns shall be delivered to COUNTY or its designee within thirty (30) days of filing with the BOE. Such returns may be redacted to protect, among other things, proprietary information and may be supplemented by additional evidence that payments made complied with this policy.

(g) OWNER understands and agrees that COUNTY may, in its sole discretion, select and retain the services of a private sales tax consultant with

expertise in California sales and use taxes to assist in implementing and enforcing compliance with the provisions of this Agreement and that OWNER shall be responsible for all reasonable costs incurred for the services of any such private sales tax consultant and shall reimburse COUNTY within thirty (30) days of written notice of the amount of such costs.

4.3 Development Impact Fees. Ordinance No. 659 is the COUNTY's Development Impact Fee Program ("DIF") adopted under the authority of the Mitigation Fee Act. DIF applies to all development in COUNTY under the COUNTY's land use jurisdiction. Per Ordinance No. 659, the fees collected under the DIF program "shall be used toward the construction and acquisition of Facilities identified in the Needs List and the acquisition of open space and habitat". OWNER and COUNTY acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial or industrial development. For that reason, OWNER and COUNTY agree that the application and payment of the surface mining Development Impact Fee category from Ordinance 659 computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 is appropriate for the Project due to similar development impacts. The applicable Development Impact Fees for the Project are set forth in Exhibit G to this Agreement. The applicable Development Impact Fees shall be paid when a certificate of occupancy is issued for the Project or upon final inspection, whichever occurs first. However this section shall not be construed to prevent payment of the Development Impact Fees prior to issuance of an occupancy permit or final inspection. The Development Impact Fees may be paid at the time application is made for a building permit as set forth in Section 12 of Ordinance No. 659.

## 5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate, COUNTY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER also agrees that it will not initiate and/or cooperate in the formation of any such special assessment district, community facilities district or alternate financing mechanism involving any other public agency without the prior written consent of the COUNTY.

Should the Property be included within such a special assessment district, community facilities district or other financing entity, the following provisions shall be applicable:

(a) In the event OWNER conveys any portion of the Property and/or public facilities constructed on any portion of the Property to COUNTY or any other public entity and said Property is subject to payment of taxes and/or assessments, such taxes and/or assessments shall be paid in full by OWNER prior to completion of any such conveyance.

(b) If OWNER is in default in the payment of any taxes and/or assessments, OWNER shall be considered to be in default of this Agreement and COUNTY may, in its sole discretion, initiate proceedings pursuant to Section 8.4 of this Agreement.

Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring COUNTY or the COUNTY Board of Supervisors to form any such district or to issue and sell bonds.

## 6. REVIEW FOR COMPLIANCE.

6.1 Annual Review. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall review this Agreement annually, on or before the September 15th of each year commencing on the September 15th at least six months after the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. On or before July 1st of each year, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director consistent with the template attached hereto as Exhibit "H", providing all information necessary to evaluate such good faith compliance as determined by the TLMA Director.

6.2 Special Review. The Board of Supervisors may order a special review of compliance with this Agreement at any time. The TLMA Director, in consultation with the County Executive Officer and County Counsel, shall conduct such special reviews.

### 6.3 Procedure.

(a) During either an annual review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The 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 Proceedings Upon Modification or Termination. 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 (10) 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 Hearing on Modification or Termination. 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 Certificate of Agreement Compliance. 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 Intent. 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 Incorporation. 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 Annexation. 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 Remedies in General. 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 Specific Performance. 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) Money damages are unavailable against COUNTY as provided in Section 8.1 above.
- (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 General Release. 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 Termination or Modification of Agreement for Default of OWNER. 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 Termination of Agreement for Default of COUNTY. 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 Attorneys' Fees. 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 General Plan Litigation. 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 Environment Assurances. 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 Reservation of Rights. 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 Survival. 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 Recordation of Agreement. 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 Entire Agreement. 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 Severability. 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 Interpretation and Governing Law. 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 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Gender and Number. 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 Joint and Several Obligations. 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 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. 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 No Third Party Beneficiaries. 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 Mutual Covenants. 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 Successors in Interest. 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 Counterparts. 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 Further Actions and Instruments. 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 Eminent Domain. 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 venturer 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 Designation of COUNTY Officials. 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 2.8; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

11.21 Authority to Execute. 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: \_\_\_\_\_  
JEFF STONE  
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

By: \_\_\_\_\_  
Deputy  
(SEAL)

FORM APPROVED COUNTY COUNSEL.  
BY: Tiffany N. North 4/15/14  
DATE



OWNER: INDIGO RANCH PROJECT LLC

Dated:

---

By: Thomas Koerner  
President, Vice President and Treasurer

OWNER: JOHN STEPHEN DRASKOVICH

Dated:

---

By: John Stephen Draskovich

OWNER: TODD CULVER DRASKOVICH

Dated:

---

By: Todd Culver Draskovich

OWNER: RIVERSIDE JOJOBA INC.

Dated:

---

By: David Galshack  
Vice President

Dated:

---

By: Gail Floch  
Secretary

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

Development Agreement No. 78

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

**EXHIBIT "A"**

Page 1 of 1

**DEVELOPMENT AGREEMENT NO. 78**

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. BEING PARCEL 22, AND PARCEL 25 OF PARCEL MAP NO. 16129, FILED IN BOOK 96 OF PARCEL MAPS, PAGE 76-80, RIVERSIDE COUNTY RECORDS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

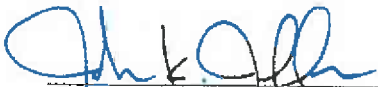
BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 22, THENCE ALONG THE BOUNDARY OF SAID PARCEL 22 AND PARCEL 25 ALONG THE FOLLOWING 4 COURSES:

1. NORTH 00°45'19" WEST 2637.79 FEET;
2. THENCE, NORTH 89°54'34" EAST 661.70 FEET;
3. THENCE, SOUTH 00°47'06" EAST 2638.72 FEET;
4. THENCE, SOUTH 89°59'17" WEST 663.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.12 ACRES, MORE OR LESS.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY:

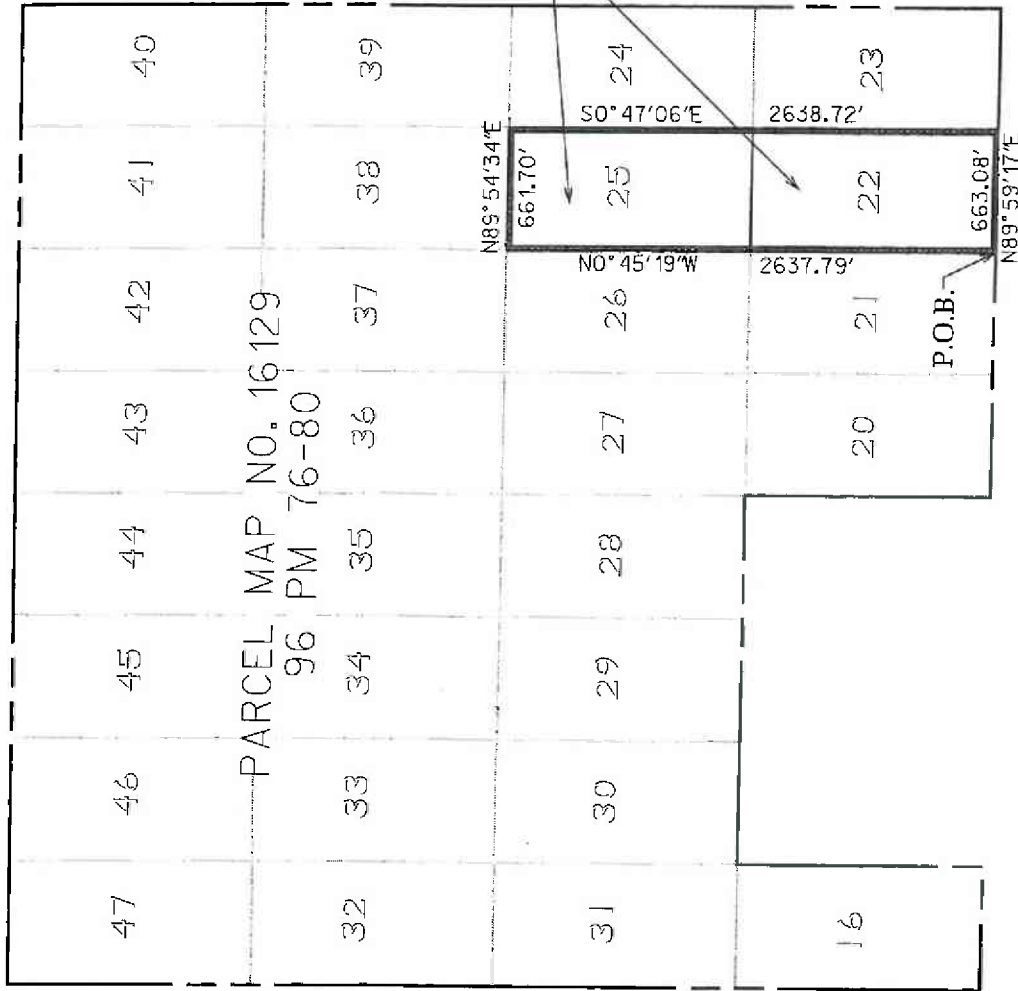


JOHN K. JEFFRIES, L.S. 7820  
(L.I.C. EXPIRES 12/31/15)  
STATE OF CALIFORNIA



4/8/14  
DATE

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



1" = 1000'

Exhibit:

"B"

17003

DEVELOPMENT AGREEMENT NO. 78  
AREA = 40.12 +/- AC.

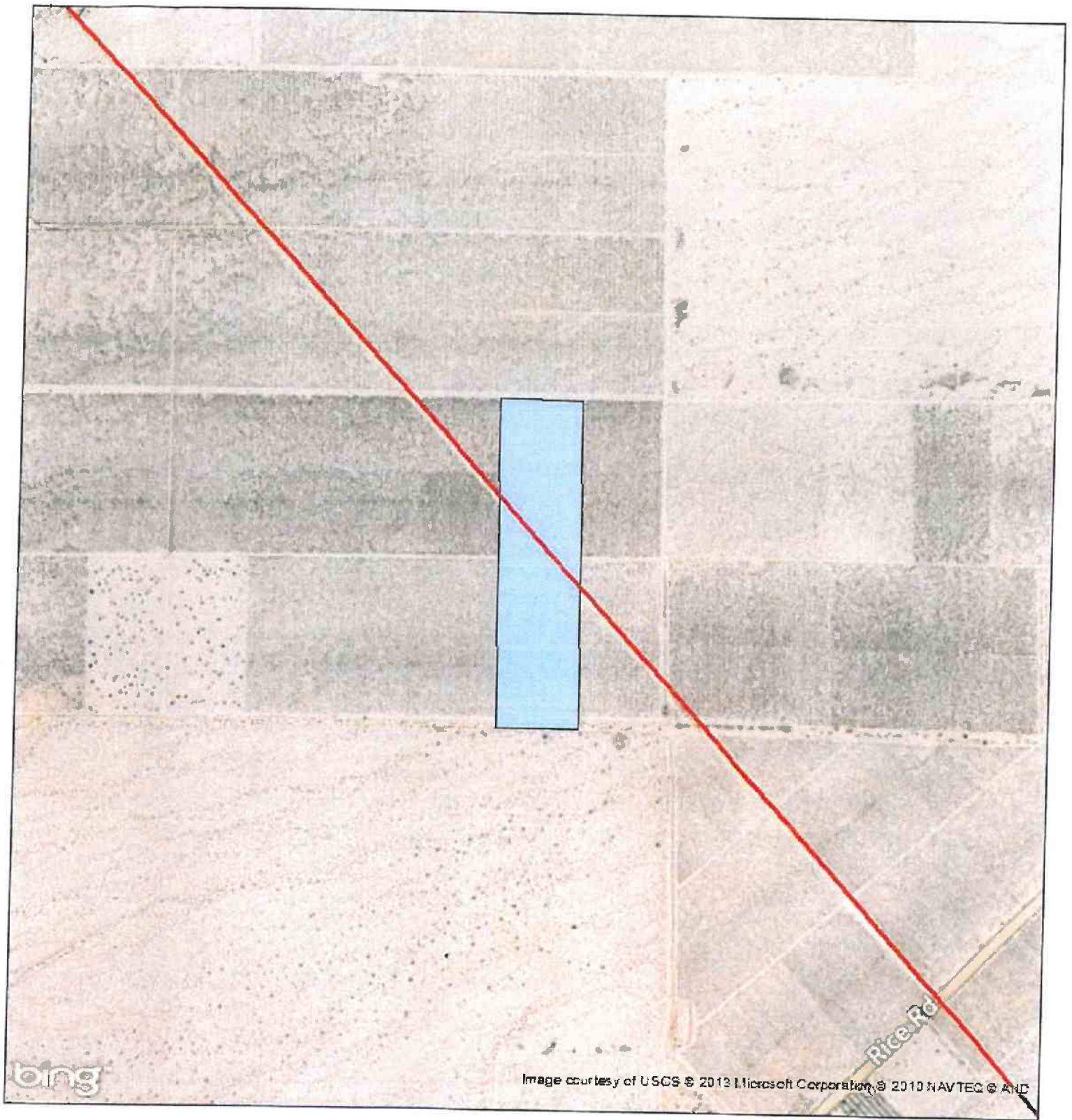
2525 EAST BIDWELL STREET  
FOLSOM, CA 95630  
916.638.8200  
(FAX) 916.934.5144



Development Agreement No. 78

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION



<b>Riverside County</b>	<b>Map Details</b>	<b>Map Description</b>	
	<p>N</p> <p> Project Site</p> <p> Transmission</p> <p>Figure 1: Vicinity Aerial Map</p> <p>0 500 1,000 2,000 Feet</p>	<p>The project is located in the East of Victory Pass Quadrangle in eastern Riverside County.</p> <p><b>SILVERADO</b></p>	<p>Drawn By: LWC</p> <p>Date: 2/9/12</p> <p>Revised By:</p> <p>Revision Date:</p> <p><b>INDIGO RANCH</b></p>

Development Agreement No. 78

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Specific Plan

Zoning

Zoning Classification: Light Agriculture – 20 Acre Minimum (A-1-20)

Conditional Use Permit No. 3693

General Plan Land Use Designation

Agriculture (AG) (10 Acre Minimum)

Land Divisions

Other Development Approvals

Agricultural Preserve Case No. 164 (AGN00164)

Agricultural Preserve Case No. 1027

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.



Development Agreement No. 78

EXHIBIT D

EXISTING LAND USE REGULATIONS

1. Riverside County General Plan as amended through Resolution No. 2014-040
2. Ordinance No. 348 as amended through Ordinance No. 348.4729 (adopted 3/11/2014)
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.103
5. Ordinance No. 458 as amended through Ordinance No. 458.13
6. Ordinance No. 460 as amended through Ordinance No. 460.151
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.19
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.5
13. Ordinance No. 659 as amended through Ordinance No. 659.12
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.20
16. Ordinance No. 673 as amended through Ordinance No. 673.3

17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3
21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.2
25. Ordinance No. 787 as amended through Ordinance No. 787.7
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.2
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.13
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.2
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Resolution No. 2012 -047 Establishing Procedures and Requirements of the  
County of Riverside for the Consideration of Development Agreements
34. Board of Supervisors Policy No. B-29 as amended May 21, 2013

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

Development Agreement No. 78

EXHIBIT "E"

SOLAR POWER PLANT

The Indigo Ranch Solar Project is a 4.5 megawatt (MW) photovoltaic solar power plant utilizing either fixed tilt or single-axis tracker technology. The Project is located on up to 40 acres of previously disturbed fallow agricultural within the competitive renewable energy zone (CREZ) of rural eastern Riverside County. The Project delivers power through an interconnection point on Southern California Edison's Desert Center, 12.47 kilovolt (kV) distribution line which transects the subject site. The Project also includes the installation of a 12 kV Remote Automatic Recloser (RAR) on an existing pole of SCE's 12 kV circuit, installation of two new 60 ft. poles within an existing right-of-way along Phone Line Road, and replacement of three protection relays within SCE's Eagle Mountain Substation.

This Project holds an executed Power Purchase Agreement (PPA) with Southern California Edison (SCE) for a fixed term of twenty years and a scheduled commercial online date of October 5, 2014. Construction is currently scheduled to begin in June, 2014. The life of the facility is proposed at thirty (30) years and includes the PPA term of 20 years with an additional 10 years for merchant power generation. At the end of the life of the facility, the Project will be decommissioned or could seek an additional CUP to permit further use of the facility.

Environmental Assessment No. 42580 related to Conditional Use Permit No. 3693 indicates that the Project has minimal environmental impacts that are mitigated to less than significant levels through conditions of approval, project design and mitigation measures. The Project is considered exempt from Board of Supervisors Policy No. B-29 but is seeking a Development Agreement to extend the term of the conditional use permit to meet contractual obligations and financing requirements. The Project and Development Approvals conform to the policies and ordinances of Riverside County.

Development Agreement No. 78

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

No less than 20 acres and up to approximately 40 acres, subject to adjustment as provided in Section 1.1.20

Development Agreement No. 78

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: The fee amount payable shall be at the Surface Mining rate currently in effect, as set forth in Ordinance No. 659, as of the date the fee is paid . For reference purposes only, the fee as of the Effective Date of this Agreement is \$5,086 per acre, with a current temporary reduction by fifty percent (50%) for a total of \$2,543 per acre. OWNER and COUNTY acknowledge that the fee rate as of the Effective Date of this Agreement may not be the same as the fee rate as of the date the OWNER elects to pay the fee if Ordinance No. 659 is amended by the Board of Supervisors prior to the date of fee payment. Additionally, OWNER and COUNTY acknowledge that the Board of Supervisors may suspend any temporary reduction of fees at any time.

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 that the Project Area acreage used for the computation of Development Impact Fees shall be limited to the Solar Power Plant Net Acreage, as the same may be modified pursuant to Section 1.1.20. OWNER and COUNTY acknowledge that any temporary reduction of fees approved by the Board of Supervisors in place at the time of payment shall be applicable to the Project.

Development Agreement No. 78

EXHIBIT "H"

ANNUAL REVIEW REPORT TEMPLATE

**ANNUAL REVIEW REPORT  
FOR USE WITH DEVELOPMENT AGREEMENT NO. 78 ONLY**

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

Date: \_\_\_\_\_

Development Agreement No.: \_\_\_\_\_

Effective Date of Development Agreement: \_\_\_\_\_

Developer/Owner: \_\_\_\_\_

Project Name: \_\_\_\_\_

Permit Number(s): \_\_\_\_\_

APN Number(s): \_\_\_\_\_

Twelve-Month Period Covered by this Annual Review Report: \_\_\_\_\_

\* \* \*

**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: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

\* \* \*

[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:

\_\_\_\_\_



**RIVERSIDE COUNTY PLANNING DEPARTMENT**  
**CZ07692 PM35849**  
**VICINITY/POLICY AREAS**

Supervisor Stone  
 District 3

Date Drawn: 10/24/13  
 Vicinity Map



Zoning Area: Rancho California  
 Township/Range: T7SR2W  
 Section: 27

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 955-3200 (Western County), or in Indio at (760) 863-8277 (Eastern County) or website at <http://www.alpha.co.riverside.ca.us/index.html>

Assessors Bk. Pg. 943-14  
 Thomas Bros. Pg. 959 G1  
 Edition 2009  
 6,000

0 1,000 2,000 4,000



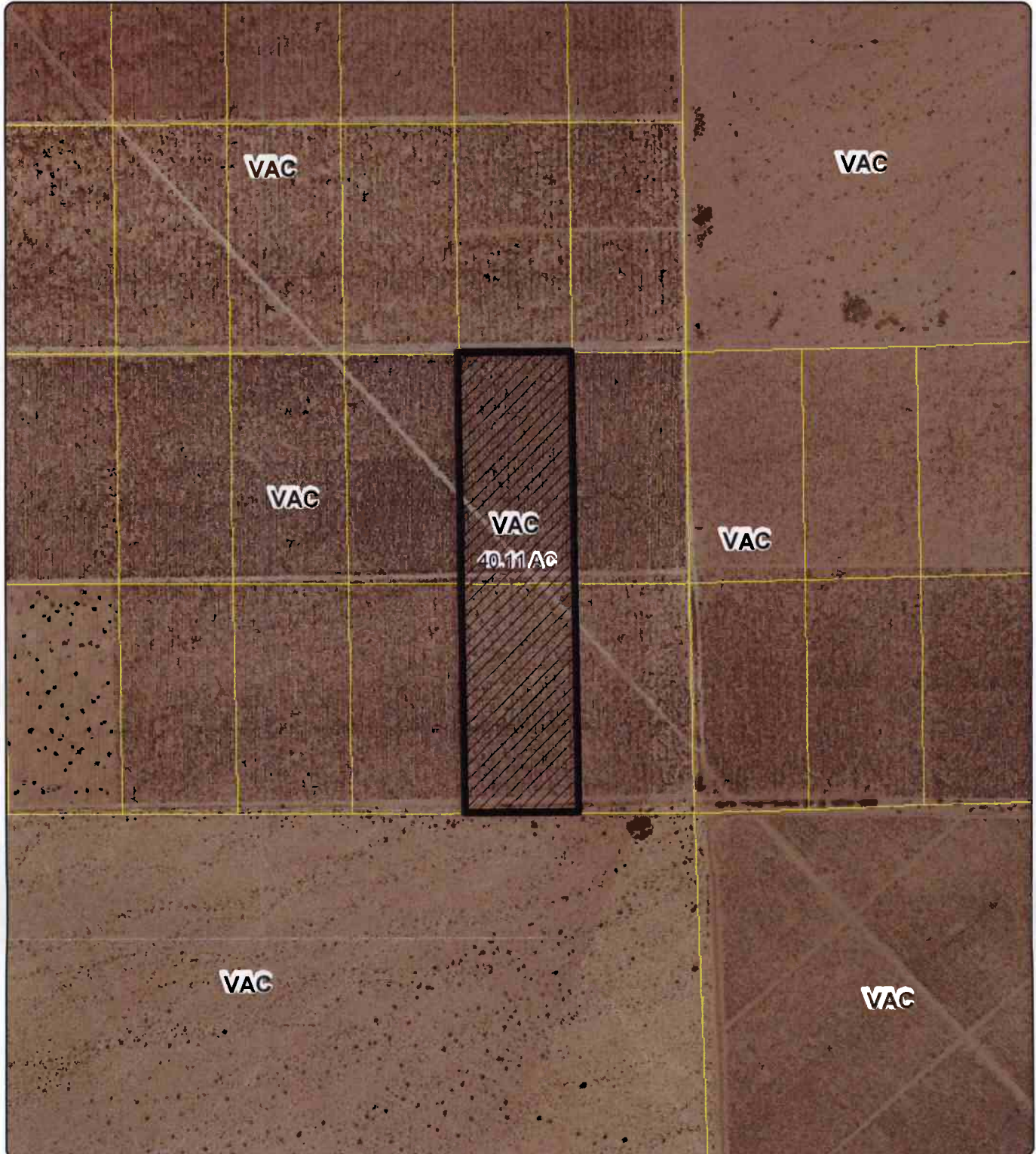
Feet

RIVERSIDE COUNTY PLANNING DEPARTMENT  
CUP03693 AG01027

Supervisor Benoit  
District 4

Date Drawn: 03/06/2014  
Exhibit 1

LAND USE



Zoning Area: Chuckwalla  
Township/Range: T5SR15E  
Section: 1

Assessors Bk. Pg. 808-240  
Thomas Bros. Pg. 5421 B4  
Edition 2011



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 955-3200 (Western County), or in Indio at (760) 863-8277 (Eastern County) or website at <http://www.lms.co.riverside.ca.us/index.html>

RIVERSIDE COUNTY PLANNING DEPARTMENT

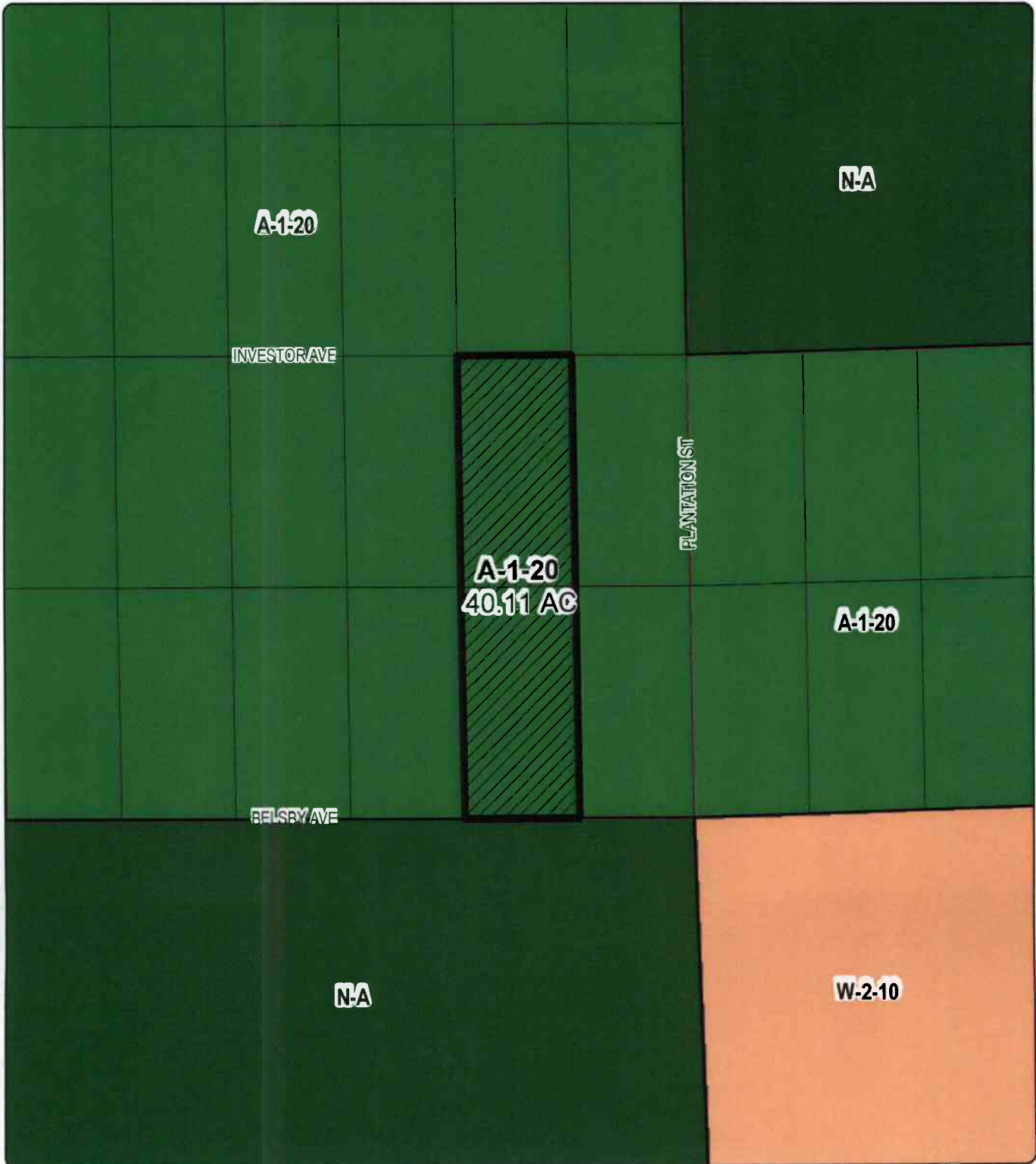
CUP03693 AG01027

Date Drawn: 03/06/2014

Supervisor Benoit  
District 4

EXISTING ZONING

Exhibit 2



Zoning Area: Chuckwalla  
Township/Range: T5SR15E  
Section: 1



Assessors Bk. Pg. 808-240  
Thomas Bros. Pg. 5421 B4  
Edition 2011



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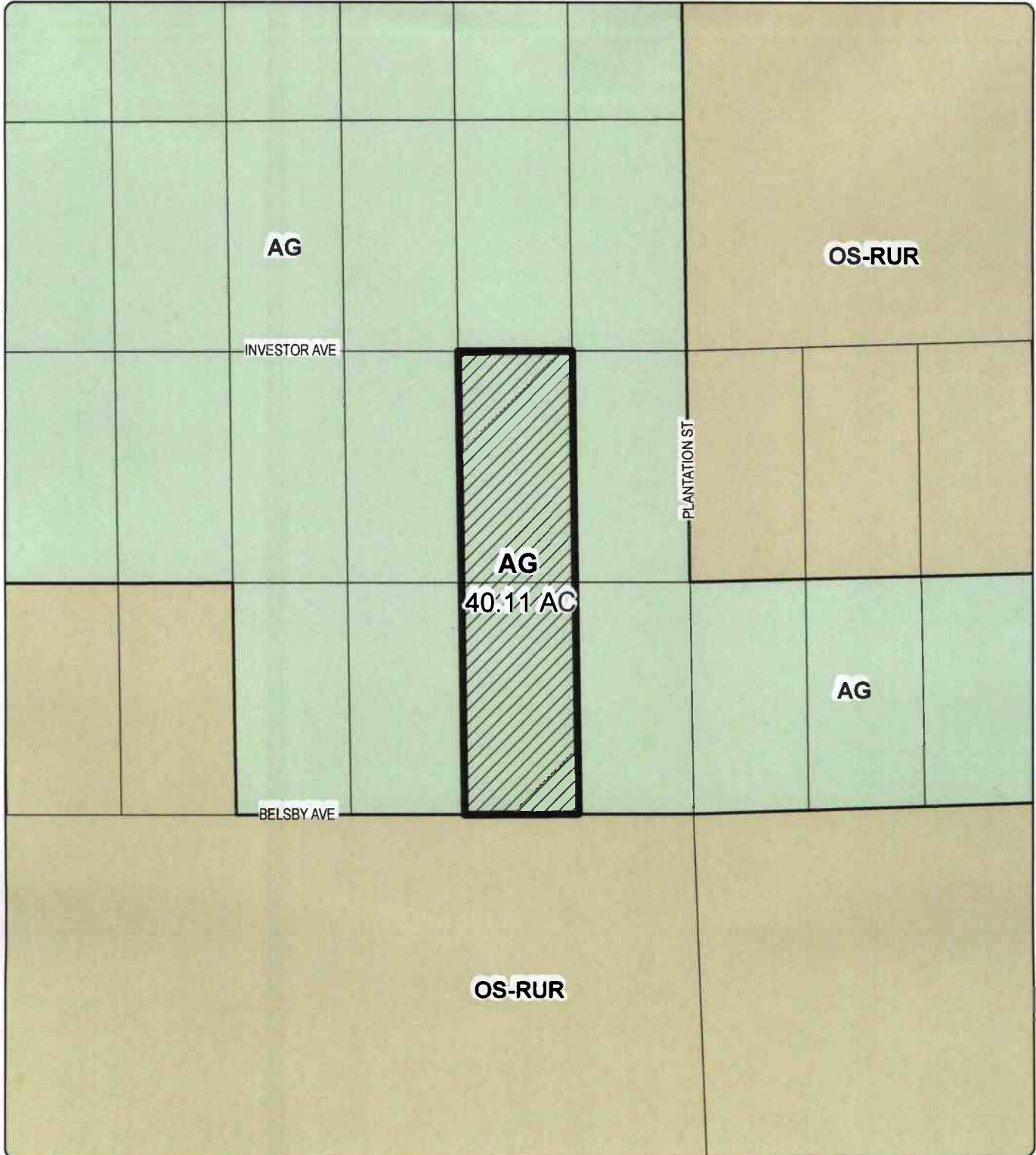
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP03693 AG01027

EXISTING GENERAL PLAN

Supervisor Benoit  
District 4

Date Drawn: 03/06/2014  
Exhibit 5



Zoning Area: Chuckwalla  
Township/Range: T5SR15E  
Section: 1



Assessors Bk. Pg. 808-240  
Thomas Bros. Pg. 5421 B4  
Edition 2011



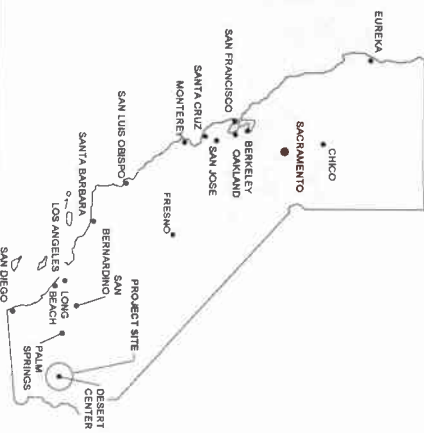
DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different types of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 955-3200 (Western County), or in Indio at (760) 863-8277 (Eastern County) or website at <http://www.lima.co.riverside.ca.us/index.html>

# INDIGO RANCH

## 33°45'42.53"N, 115°21'53.72"W

### SOLAR ELECTRIC SYSTEM PROJECT 4.5 MW AC

**PROJECT LOCATION:**



**PROJECT SCOPE:**

SOLAR ELECTRIC SYSTEM  
 THE PROJECT ENTAILS THE INSTALLATION OF A SOLAR PHOTOVOLTAIC SYSTEM AT THE PROJECT SITE. THE SYSTEM WILL BE A NET ELECTRICITY EXPORTER TO THE UTILITY GRID.  
 THE INSTALLATION CONSISTS OF PHOTOVOLTAICS MODULES ON A GROUND MOUNTED SINGLE AXIS TRACKING SYSTEM. THE SYSTEM WILL ALSO INCLUDE SEVERAL INVERTERS. THE SYSTEM WILL BE INTERCONNECTED TO AND WILL BE OPERATED IN PARALLEL WITH THE SOUTHERN CALIFORNIA Edison (SCE) ELECTRIC GRID PER THE REQUIREMENTS OF THE APPLICABLE STATE, LOCAL AND UTILITY REGULATIONS.

**DRAWING INDEX:**

DRAWING #	DRAWING TITLE
WG-001	TITLE SHEET
C-002	LAND USE AND ZONING PLAN
C-101	EXISTING SITE PLAN
C-102	GRADING AND DRAINAGE PLAN
C-103	SITE ENTRANCE PLAN
MA-111	ARRAY PLAN
MA-201	EQUIPMENT PLAN AND ELEVATIONS
MA-202	INVERTER & TRANSFORMER EQUIPMENT PLAN AND ELEVATION
MA-203	SCE EQUIPMENT PLAN AND ELEVATION
FE-201	FENCE DETAILS

**PERMITTING/PLANNING NOTES:**

- THIS PV SYSTEM INSTALLATION IS SUBJECT TO INSPECTION BY THE CITY BUILDING OFFICIALS, CALAHOON SOLAR, BLUE OAK ENERGY AND MULTIPLE OTHER STAKEHOLDERS IN THIS PROJECT.
- THIS PROJECT SHALL CONFORM TO THE FOLLOWING CODE VERSIONS
  - 2010 CA BUILDING CODE
  - 2010 CA ELECTRICAL CODE
- SEE 900 FOR ALL OTHERS

**STREET MAP:**



**AERIAL VIEW:**



**PROJECT TEAM:**

**APPLICANT**  
 CALAHOON SOLAR  
 1560 DEER AVENUE, SUITE 110  
 SAN FRANCISCO, CA 94611  
 CONTACT: ANTONIO RODRIGUEZ  
 TEL: (415) 882-7730 EXT. 4817  
 WWW.CALAHOONSOLAR.COM

**DEVELOPER**  
 SILVERADO POWER  
 1560 DEER AVENUE, SUITE 110  
 SAN FRANCISCO, CA 94611  
 CONTACT: GARRETT BEAN  
 TEL: (415) 882-7740

**DESIGN ENGINEERING FIRM**  
 BLUE OAK ENERGY  
 1560 DEER AVENUE  
 DAVIS, CA 95618  
 GARCIA PE  
 TEL: (530) 747-2026

**CONFIDENTIALITY STATEMENT**  
 THE CONTENTS OF THIS DRAWING ARE THE PROPERTY OF BLUE OAK ENERGY. THIS DRAWING IS CONFIDENTIAL AND IS TO BE USED ONLY FOR THE PROJECT IDENTIFIED HEREIN. NO PART IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF BLUE OAK ENERGY, INC.

PLEASE CONTACT JAMU AT DATE 8/21/13 EXHIBIT A (Sheet 1 of 4) PLANNING L ROSS

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITTING	8/21/13	JAMU
2	REVISED FOR PERMITTING	8/21/13	JAMU
3	REVISED FOR PERMITTING	8/21/13	JAMU

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 1560 Deer Avenue, Davis, CA 95618  
 www.blueoakenergy.com • Phone: 530.747.2026

**CanadiánSolar**

**INDIGO RANCH**  
 33°45'42.53"N, 115°21'53.72"W  
 DESERT CENTER, CA 92329

TITLE SHEET  
 DRAWING NO. **WG-001**

LAND USE AND ZONING PLAN



APN 808-250-006  
 LAND USE DESIGNATION:  
 AGRICULTURAL - AG  
 ZONING:  
 A - 1 - 20

APN 808-250-007  
 LAND USE DESIGNATION:  
 AGRICULTURAL - AG  
 ZONING:  
 A - 1 - 20

APN 808-250-008  
 LAND USE DESIGNATION:  
 AGRICULTURAL - AG  
 ZONING:  
 A - 1 - 20

APN 808-240-011  
 LAND USE DESIGNATION:  
 AGRICULTURAL - AG  
 ZONING:  
 A - 1 - 20

APN 808-240-010-5  
 LAND USE DESIGNATION:  
 AGRICULTURAL - AG  
 ZONING:  
 A - 1 - 20

APN 808-240-009  
 LAND USE DESIGNATION:  
 AGRICULTURAL - AG  
 ZONING:  
 A - 1 - 20

APN 808-240-006  
 LAND USE DESIGNATION:  
 AGRICULTURAL - AG  
 ZONING:  
 A - 1 - 20

APN 808-240-007-3  
 LAND USE DESIGNATION:  
 AGRICULTURAL - AG  
 ZONING:  
 A - 1 - 20

APN 808-240-008  
 LAND USE DESIGNATION:  
 AGRICULTURAL - AG  
 ZONING:  
 A - 1 - 20

APN 808-023-024  
 LAND USE DESIGNATION:  
 OS-RUR (OPEN SPACE RURAL)  
 ZONING:  
 N-A (NATURAL ASSETS)

INVESTOR AVENUE

BELSBY AVENUE

PROJECT SITE

**INDIGO RANCH**

33° 46' 42.57" N, 115° 21' 53.77" W  
 DESERT CENTER, CA 92228

LAND USE AND ZONING PLAN

**C-002**

1560 Deer Avenue, Davis, CA 95618  
 www.blueoakenergy.com - Phone: 530.747.2006

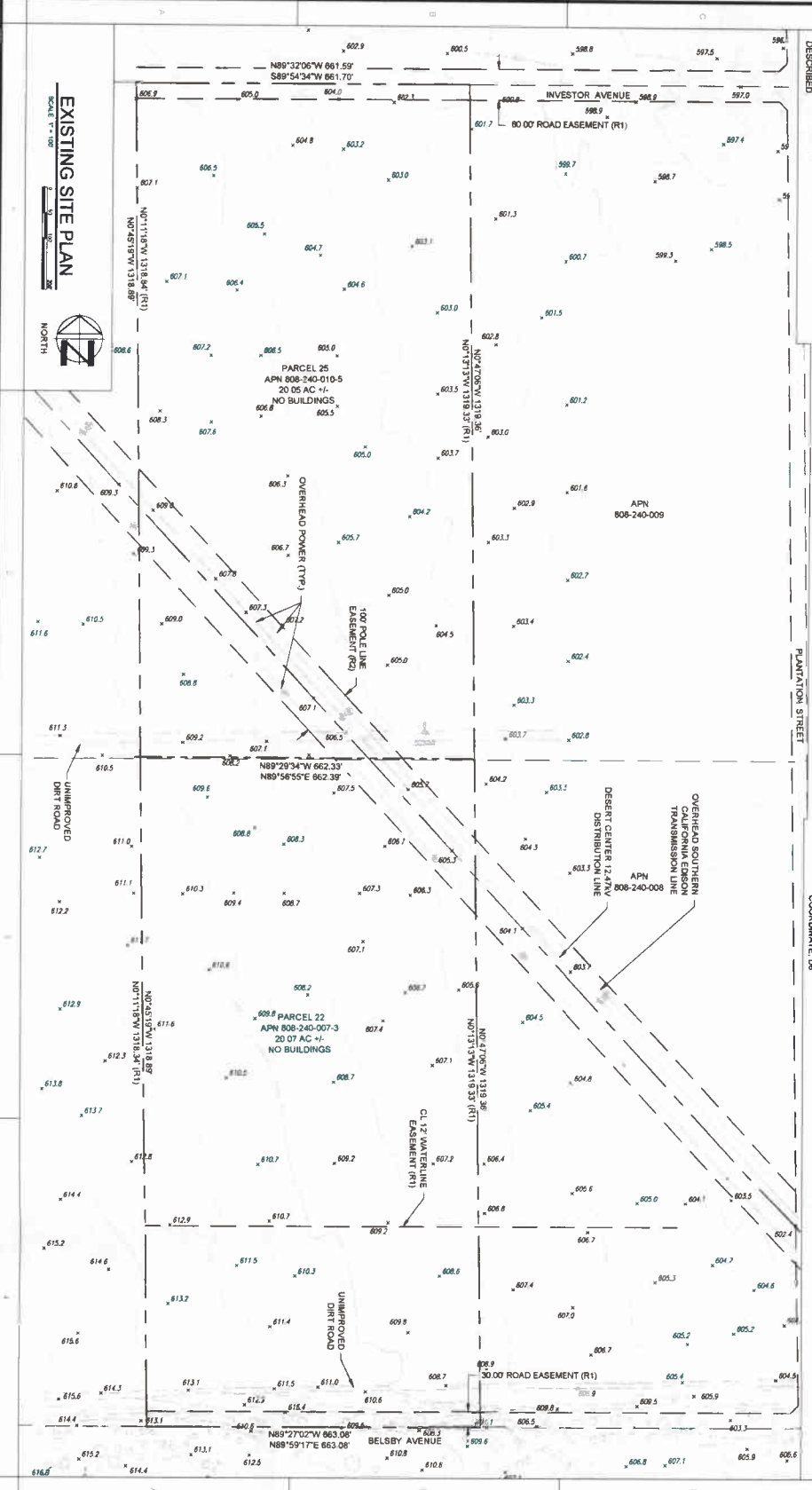
APN	OWNER	DATE	DESCRIPTION	DATE
808-250-006	INDIGO RANCH	12/15/13	AGRICULTURAL - AG	12/15/13
808-250-007	INDIGO RANCH	12/15/13	AGRICULTURAL - AG	12/15/13
808-250-008	INDIGO RANCH	12/15/13	AGRICULTURAL - AG	12/15/13
808-240-011	INDIGO RANCH	12/15/13	AGRICULTURAL - AG	12/15/13
808-240-010-5	INDIGO RANCH	12/15/13	AGRICULTURAL - AG	12/15/13
808-240-009	INDIGO RANCH	12/15/13	AGRICULTURAL - AG	12/15/13
808-240-006	INDIGO RANCH	12/15/13	AGRICULTURAL - AG	12/15/13
808-240-007-3	INDIGO RANCH	12/15/13	AGRICULTURAL - AG	12/15/13
808-240-008	INDIGO RANCH	12/15/13	AGRICULTURAL - AG	12/15/13
808-023-024	INDIGO RANCH	12/15/13	OS-RUR (OPEN SPACE RURAL)	12/15/13

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DATE: 12/15/13  
 DATE: 12/15/13  
 DATE: 12/15/13

PLANNER: L. ROSS



**INDIGO RANCH**  
33 46 42 557N, 115° 21' 33.272W  
DESERT CENTER, CA 92528  
EXISTING SITE PLAN  
PROJECT #:  
SCALE: 1" = 100'

1560 Drive Avenue, Davis, CA 95618  
www.blueoakenergy.com - Phone: 530.747.2026

NO.	REVISION	DATE	BY	CHKD.
1	ISSUE FOR PERMIT	06/11/2013	AMG	AMG

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**PLANNING & ENGINEERING**  
DAVE GURROBY, AND JR.  
REGISTERED CIVIL ENGINEER  
NO. 6713  
DANIEL L. ROSS  
REGISTERED CIVIL ENGINEER  
NO. 6713

### LEGAL DESCRIPTIONS

APN 808-240-010-5  
PARCEL 25 OF PARCEL MAP NO. 18129, AS SHOWN BY MAP OF PARCEL LINES, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, APN 808-240-007-3  
PARCEL 22 OF PARCEL MAP NO. 18129, AS SHOWN BY MAP OF PARCEL LINES, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, APN 808-240-008-8  
SUMMARY OF SURVEY/RELATED  
1. ELECTRIC EASEMENT, 7125 G.R. 595, SHOWN HEREON DESCRIBED.  
2. ROAD EASEMENT, 96 PM 78, SHOWN HEREON DESCRIBED.  
3. WATERLINE EASEMENT, INS 82-4954, EXACT LOCATION NOT DESCRIBED.  
4. ELECTRIC EASEMENT, 7125 G.R. 595, SHOWN HEREON DESCRIBED.  
5. ROAD EASEMENT, 96 PM 78, SHOWN HEREON DESCRIBED.  
6. WATERLINE EASEMENT, INS 82-4954, EXACT LOCATION NOT DESCRIBED.  
7. WATERLINE EASEMENT, INS 82-4954, EXACT LOCATION NOT DESCRIBED.

### NOTES

- THIS SURVEY IS BASED ON A PRELIMINARY REPORT ISSUED BY FIRST AMERICAN TITLE COMPANY, TITLE NO. NCS-48607, DATED JUNE 13, 2013 FOR PARCEL 22 AND NCS-58254, DATED JUNE 13, 2013 FOR PARCEL 25.
- THE BASIS OF BEARINGS OF THIS SURVEY ARE BASED ON GPS NORTH.
- UNDERGROUND UTILITIES ARE LOCATED BY SURFACE OBSERVATION. EXCAVATION IS NECESSARY TO DETERMINE ACTUAL LOCATIONS.
- THIS PARCEL LIES WITHIN THE STATE DEPARTMENT OF WATER COMPLIANCE WITH ZONING REGULATIONS OR ADEQUACY OF UTILITY SERVICE EASEMENT AS EXPRESSLY DEMANDATED OR NOTED.
- NO REPRESENTATION OR WARRANTY IS MADE HEREON REGARDING CONDITIONS WERE NOT EXAMINED.
- THERE ARE NO BUILDINGS ON SITE AND NO ADDRESSES WERE OBTAINED.
- THE AERIAL TOPOGRAPHY IS DATED JULY 10, 2013 AND WAS PROVIDED BY THE DRAWING CONTRACTOR.
- THE DRAWING CONTRACTOR HAS OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK OBSERVED.

### OWNERS

PARCEL 22  
JOHN STEPHEN DRASKOVICH  
1000 CALVER DRIVE  
DESERT CENTER, CA 92521  
PARCEL 25  
RIVERSIDE JOJOBA, INC.  
103 ALAKE DR.  
DESERT CENTER, CA 92521  
(951) 417-4100

### BENCHMARK

THE NBS CONTROL MONUMENT H 751 A USC AND GS STEEL TABLET STAMPED "H 751 1949 IN THE TOP OF A CONCRETE POST" LOCATED 10 MILES SOUTH EAST OF HWY 117 AT DESERT CENTER, CALIFORNIA, HAS AN ELEVATION OF 541.90 FEET HAVING AN ELEVATION OF 541.90 FEET.

### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS GPS NORTH. THE BASIS OF NORTH 89° 54' 34" EAST WAS ESTABLISHED BY GPS BETWEEN FOUND MONUMENTS SHOWN HEREON. SITUATED IN SECTION 1, 1 S, R. 15 E, S. 8 M, BEING PARCELS 22 AND 25 OF PARCEL MAP NO. 18129 BOOK 96 PAGE 78, RIVERSIDE COUNTY RECORDS.

### LAND USE DESIGNATION

AGRICULTURAL, AG  
THOMAS BROTHERS MAP  
SAN BERNARDINO & RIVERSIDE COUNTY 2008 EDITION  
PAGE # 381  
COORDINATE: 08

### LEGEND

(R1)	66 PM 78-80	FOUND MONUMENT AS NOTED
(R2)	2128 O.R. 595	PROPERTY LINE
●	POWER POLE	EASEMENT LINE
○	CENTERLINE	CENTERLINE
---	LOT LINE	LOT LINE

### UTILITIES

ELECTRICITY (SOUTHERN CALIFORNIA Edison) (SCE)  
GAS, SEWER, WATER, TELEPHONE, WIA  
SCHOOL DISTRICT  
DESERT CENTER UNIFIED SCHOOL DISTRICT

### NOTES

- THIS EXISTING SITE PLAN IS BASED ON AN ALTA/ASMI LAND TITLE SURVEY PRODUCED BY RICK ENGINEERING AND CERTIFIED ON 07/23/2013.
- ALL ADJACENT SITES ARE THE SAME ZONING AND LAND USE DESIGNATIONS AS THE PROJECT'S SITE.



**GRADING AND DRAINAGE PLAN**  
SHEET 7 OF 100

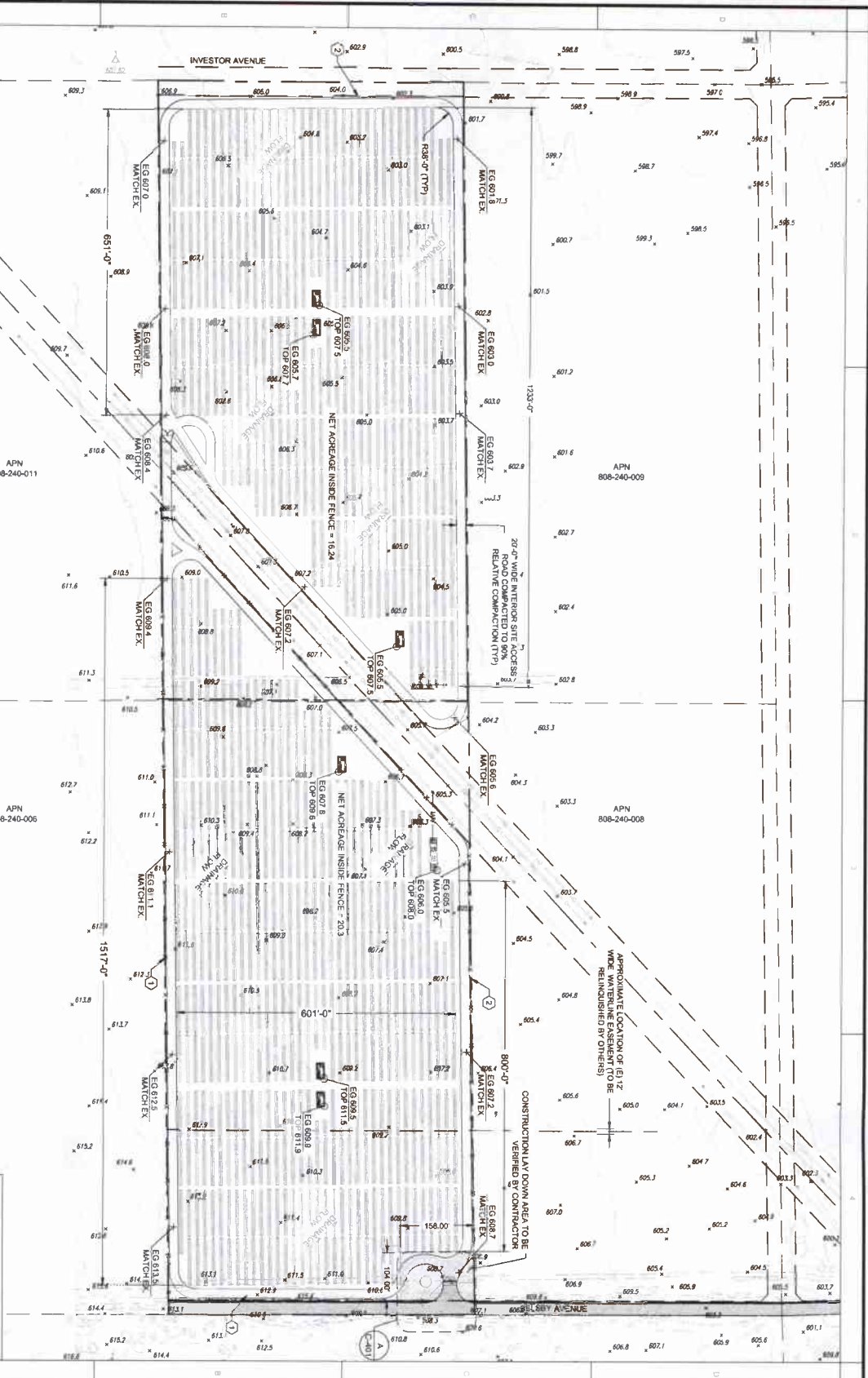
- KEYED NOTES**
- (1) CHAIN LINK FENCE PER DETAIL A OR B
  - (2) CHAIN LINK FENCE PER DETAIL C SHEET S-201.

LEGEND	
	SOLAR TRACKER
	SITE EQUIPMENT
	ACCESS ROAD
	EXISTING ROAD
	EASEMENT
	FENCE
	PROPERTY LINE

**INDIGO RANCH**  
33°46'42.53"N, 115°21'33.77"W  
DESERT CENTER, CA 92228

**GRADING AND DRAINAGE PLAN**

**C-102**



- NOTES**
1. THE HISTORICAL DRAINAGE PATTERNS ARE TO REMAIN.
  2. NO CHANGE IN FINISHED GRADE IS PROPOSED. SOLAR ARRAYS ARE TO BE INSTALLED AT EXISTING GRADE.
  3. THE WIDTH OF THE GRADES SHOWN ON THE PROPOSED MAINTENANCE ROAD IS TO MATCH THE EXISTING GRADES. IF A DISCREPANCY BETWEEN THE GRADES AND THE EXISTING GRADES IS NOTIFIED BY THE ENGINEER IMMEDIATELY.
  4. TOP REFERS TO TOP OF EQUIPMENT PAD ELEVATION.
  5. FENCE IS OFFSET 1' MIN. INSIDE OF THE SITE PROPERTY LINE AND RIGHT OF WAY EASEMENTS.
  6. ALL NEW ELECTRICAL EQUIPMENT STRUCTURES SHALL BE FLOOD PROOFED BY RAISING THE FINISHED FLOOR A MINIMUM OF 1' ABOVE THE HIGHEST ADJACENT GROUND. ADDITIONALLY, THE PANELS SHALL HAVE A MINIMUM CLEARANCE OF 24 INCHES ABOVE THE FINISHED FLOOR TO BE MAINTAINED UPRIGHT TO ENSURE FLOWS ARE NOT OBSTRUCTED. SLOPE PROTECTION SHALL BE PROVIDED FOR STRUCTURES ON HILL.

**COMPENSABILITY STATEMENT**

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**DATE SUBMITTED AND IN CHARGE**  
DATE: 9/27/23  
PLANNER: L. ROSS

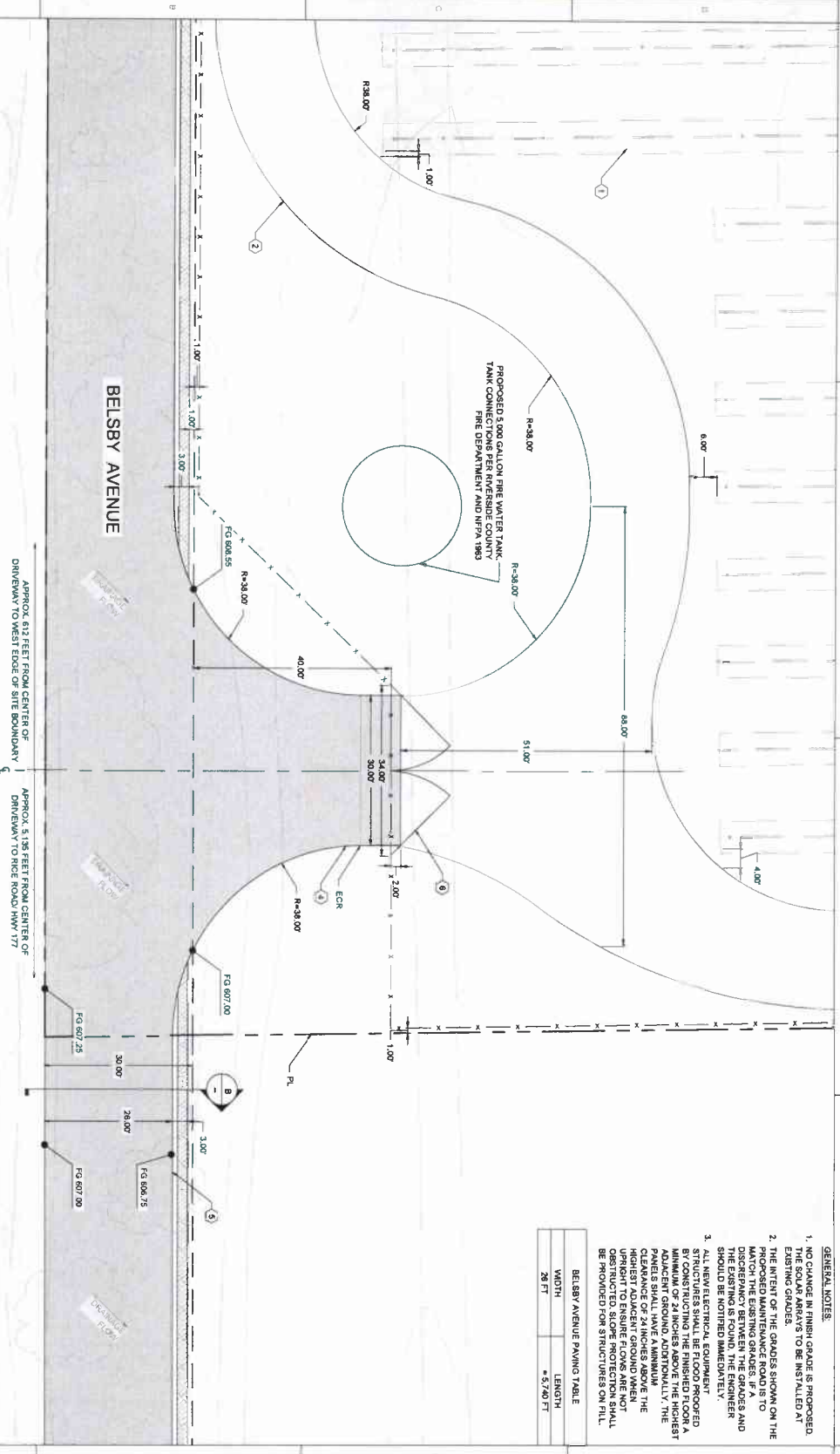
REV. NO.	DESCRIPTION	DATE	BY	CHKD. BY
1	ISSUE FOR PERMITTING	9/27/23	L. ROSS	L. ROSS
2	REVISIONS			

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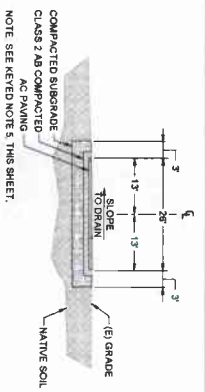
**CanadianSolar**



**A** SITE ENTRANCE PLAN  
SCALE 1" = 10'



**B** BELSBY AVENUE ROAD SECTION  
SCALE 1/8" = 1'



BELSBY AVENUE PAVING TABLE	
WIDTH	28 FT
LENGTH	57.40 FT

- GENERAL NOTES:**
- NO CHANGE IN FINISH GRADE IS PROPOSED FOR THE SOLAR PANELS TO BE INSTALLED AT THE INTERSECTION OF THE GRADES SHOWN ON THE PROPOSED MAINTENANCE ROAD IS TO MATCH THE EXISTING GRADES. IF A DISCREPANCY BETWEEN THE GRADES AND SHOULD BE NOTIFIED IMMEDIATELY.
  - ALL NEW ELECTRICAL EQUIPMENT STRUCTURES SHALL BE FLOOD PROOFED BY CONSTRUCTING THE FINISHED FLOOR A MINIMUM OF 24 INCHES ABOVE THE ADJACENT GROUND. ADDITIONALLY, THE CLEARANCE OF 24 INCHES ABOVE THE FINISHED FLOOR SHALL BE MAINTAINED UPON THE STRUCTURE TO ENSURE FLOODS ARE NOT OBSTRUCTED. SLOPE PROTECTION SHALL BE PROVIDED FOR STRUCTURES ON FILL.

- CONSTRUCTION NOTES:**
- SOLAR ARRAY AND OTHER ELECTRICAL EQUIPMENT: SEE ELECTRICAL SHEETS FOR CONNECTIONS TO BE MADE TO THE EXISTING SERVICE TO MATCH EXISTING.
  - 2" WIDE PAVED DRIVEWAY WITH NO CURB, GUTTER, AND SEWER PER A MODIFIED VERSION OF COUNTY STANDARD DETAIL NO. 178. SEE SHEETS FOR A MODIFIED VERSION OF COUNTY STANDARD DETAIL NO. 178. SEE SHEETS FOR A MODIFIED VERSION OF COUNTY STANDARD DETAIL WITH FIRE DEPARTMENT ACCESS DENICE (KNOX BOX AND EMERGENCY PLACARD).

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DATE: 01/27/23  
DRAWN BY: J. SHERRILL  
CHECKED BY: J. SHERRILL  
DATE: 01/27/23

NO.	REVISION	DATE	BY	APP'D BY
1	ISSUED FOR PERMITS	01/27/23	J. SHERRILL	J. SHERRILL
2	REVISED FOR COMMENTS	01/27/23	J. SHERRILL	J. SHERRILL
3	REVISED FOR COMMENTS	01/27/23	J. SHERRILL	J. SHERRILL
4	REVISED FOR COMMENTS	01/27/23	J. SHERRILL	J. SHERRILL
5	REVISED FOR COMMENTS	01/27/23	J. SHERRILL	J. SHERRILL

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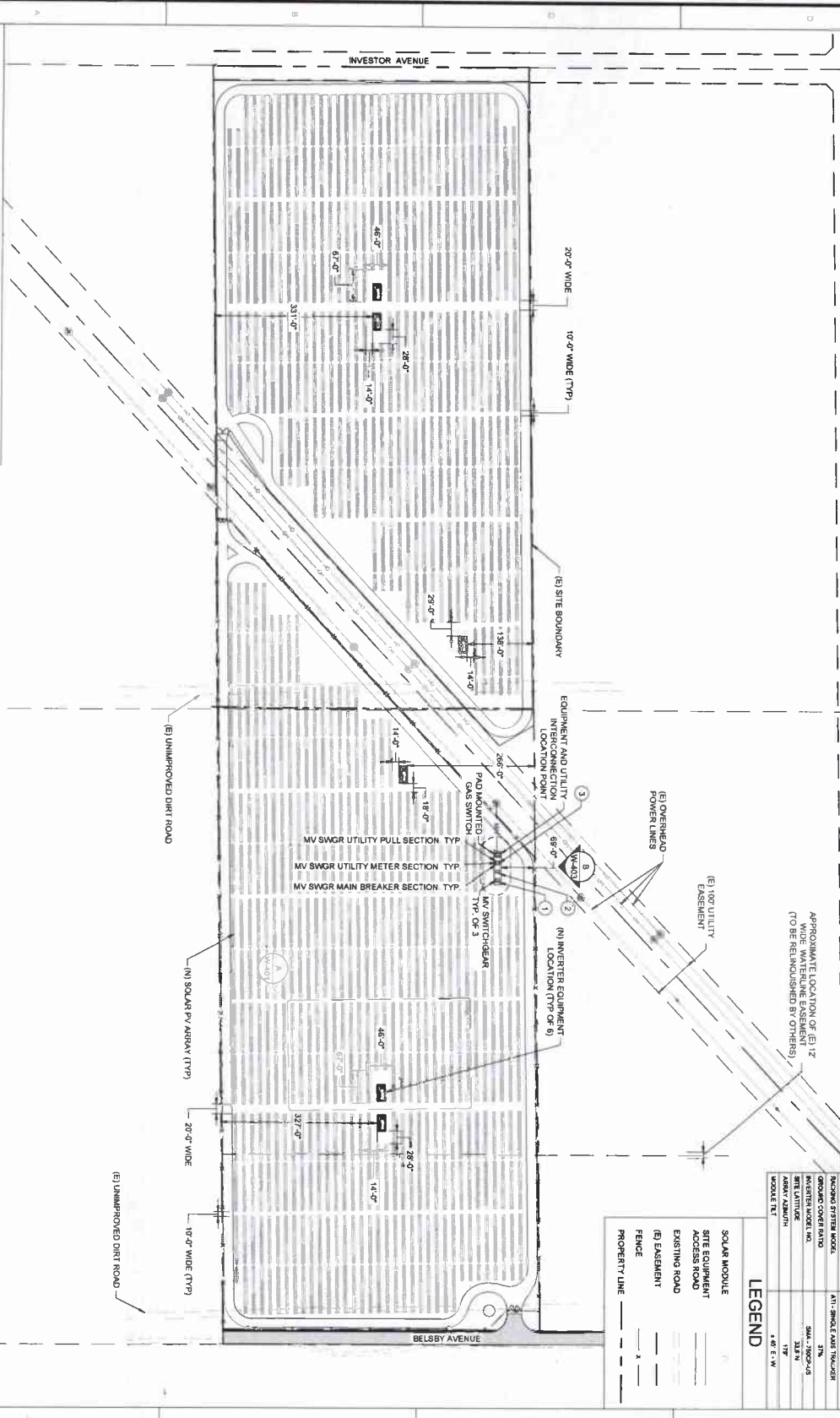
**CanadianSolar**

**INDIGO RANCH**  
33°45'42.53"N, 118°21'53.77"W  
DESERT CENTER, CA 92329  
SITE ENTRANCE PLAN  
**C-401**



**ARRAY PLAN**

SCALE 1" = 30'



**SYSTEM SUMMARY**

ID	SCF	GHID#	MODULE STIC DC RATING	MODULE STIC DC RATING	MODULE STIC DC RATING
1	1	1	500 W	500 W	500 W
2	2	2	20,860	20,860	20,860
3	3	3	1.37	1.37	1.37
4	4	4	6,108 MW	6,108 MW	6,108 MW

**LEGEND**

SOLAR MODULE	□
SITE EQUIPMENT	○
ACCESS ROAD	—
EXISTING ROAD	—
E) EASEMENT	---
FENCE	---x---
PROPERTY LINE	---

**NOTES**  
1. NONE

**KEYED NOTES**  
① NONE

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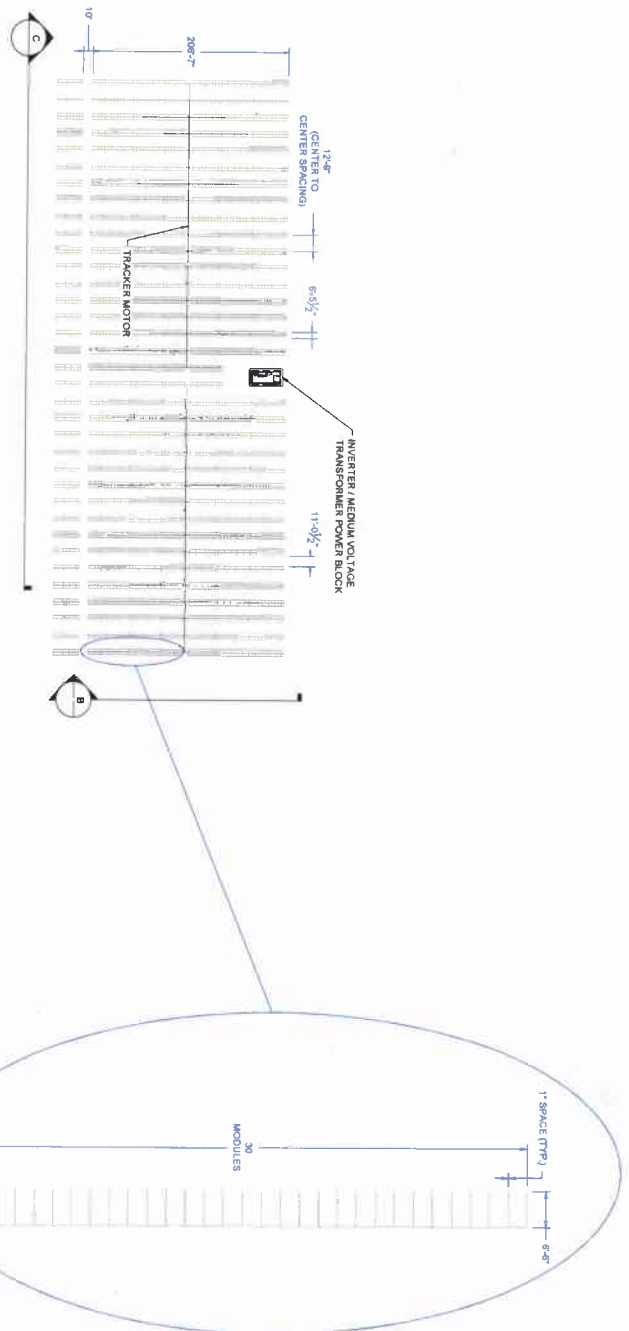
**CASB GUINNESS AND #1**  
DATE 8/27/23  
PLANNER L ROSS

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	8/27/23
2	REVISION	8/27/23

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**CanadianSolar**

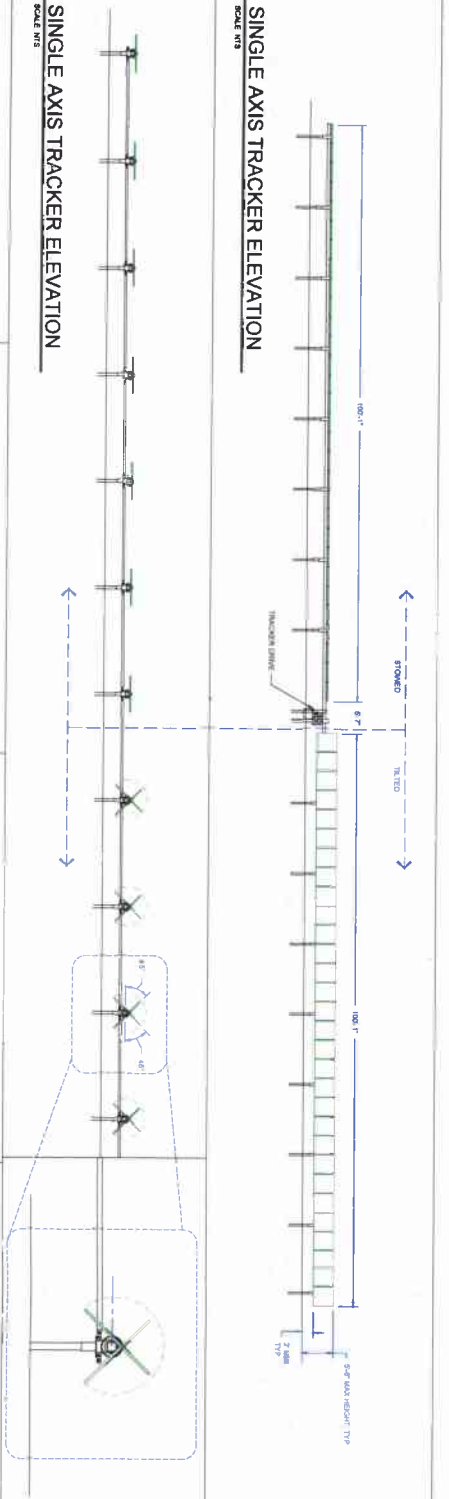
**INDIGO RANCH**  
33 46 42.53' N, 118 21 53.12' W  
DESERT CENTER, CA 92229  
ARRAY PLAN  
**W-111**



**A** ARRAY DETAIL - REPRESENTATIVE  
SCALE N/A

**B** SINGLE AXIS TRACKER ELEVATION  
SCALE N/A

**C** SINGLE AXIS TRACKER ELEVATION  
SCALE N/A



**NOTES**

- 1. NONE

**KEYED NOTES**

- 1. NONE

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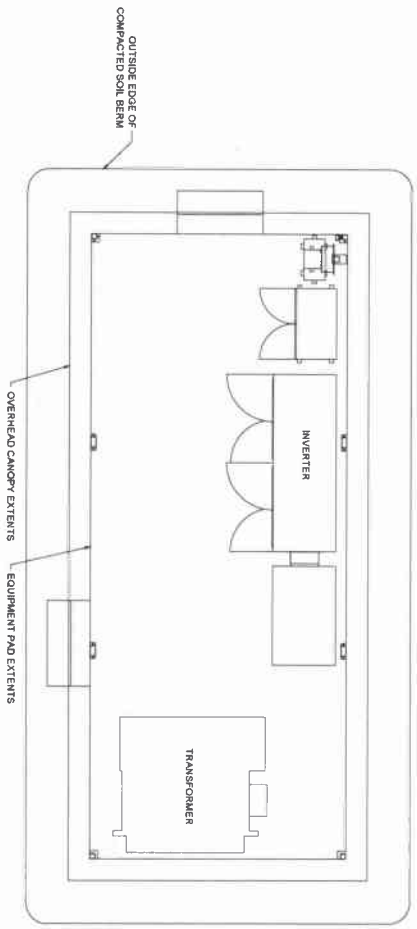
**PLEASE CONTACT PLANNER L ROSS**  
DATE: 8/2/13  
PLANNER: L ROSS

REV. NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITTING	8/1/13	PLR
2	REVISION	8/1/13	PLR
3	REVISION	8/1/13	PLR

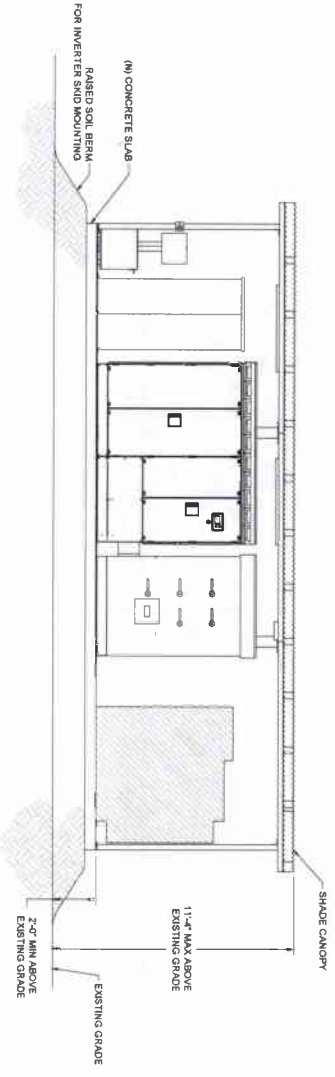
**BLUE OAK ENERGY**  
1520 Doral Avenue, Doral, FL 33126  
www.blueoakenergy.com - Phone: 305.747.2288



**INDIGO RANCH**  
33° 46' 42" 57" N, 115° 21' 53" 72" W  
DESERT CENTER, CA 92328  
EQUIPMENT PLAN AND ELEVATIONS  
**W-401**



**A**  
 INVERTER & TRANSFORMER  
 EQUIPMENT PAD PLAN VIEW  
 SCALE: 3/8" = 1'-0"



**B**  
 INVERTER & TRANSFORMER  
 EQUIPMENT PAD ELEVATION VIEW  
 SCALE: 3/8" = 1'-0"

NOTES  
 1. NONE.

KEYED NOTES  
 1. NONE.

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BLAKE CLINCKENBERG, AND #1 EXHIBIT B (SHEETS 1-1) DATE: 07/21/15  
 KENNETH L. ROSS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	7/21/15
2	ISSUED FOR CONSTRUCTION	7/21/15
3	ISSUED FOR AS-BUILT	7/21/15

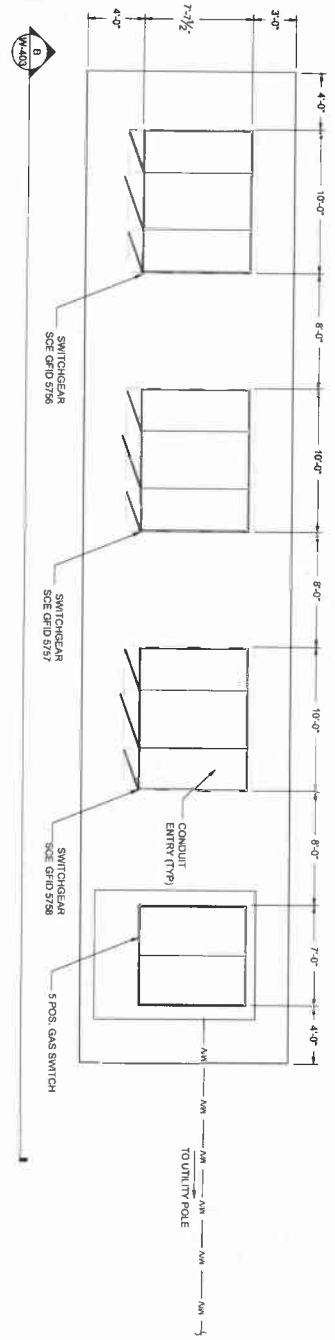
DATE: 07/21/15  
 PROJECT: INVERTER & TRANSFORMER  
 FILE NAME: SITE.dwg

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 1500 Deer Avenue, Davis, CA 95618  
 www.blueoakenergy.com - Phone: 530.747.2026

**CanadianSolar**

**INDIGO RANCH**  
 25 6240 27th N, 115 2193 72nd W  
 25 6240 27th N, 115 2193 72nd W  
 PROJECT: INVERTER & TRANSFORMER  
 EQUIPMENT PAD PLAN AND ELEVATION  
 DRAWING NO: **W-402**

**A** SCE EQUIPMENT PLAN  
SCALE: 1/8" = 1'-0"



**NOTES**  
1. NONE

**KEYED NOTES**  
① NONE

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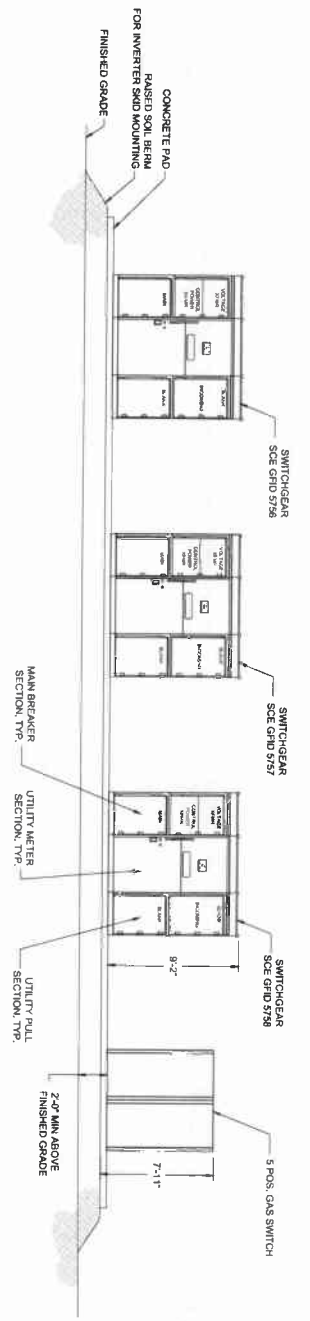
BLUE OAK ENERGY  
1500 Drey Avenue Davis, CA 95618  
www.blueoakenergy.com Phone 530.747.2005

INDIGO RANCH  
SCE EQUIPMENT PLAN  
AND ELEVATION

DATE: 08/11/15  
PROJECT: Indigo Ranch  
DRAWN BY: LAG  
CHECKED BY: SN  
PROJECT P: CMMO/LDS  
DATE: 08/11/15

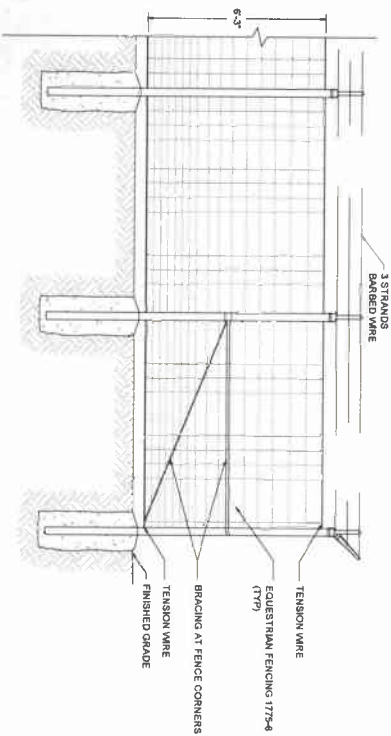
INDIGO RANCH  
SCE EQUIPMENT PLAN  
AND ELEVATION

**B** SCE EQUIPMENT ELEVATION  
SCALE: 1/8" = 1'-0"

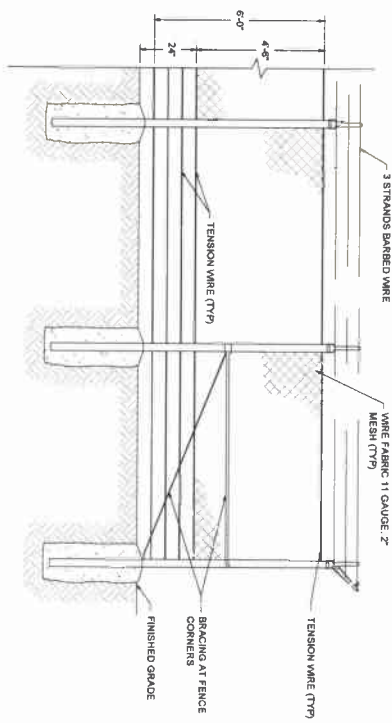


**INDIGO RANCH**  
33 46°42.55'N, 115°21'53.72"W  
DESERT CENTER, CA 92239  
SCE EQUIPMENT PLAN  
AND ELEVATION

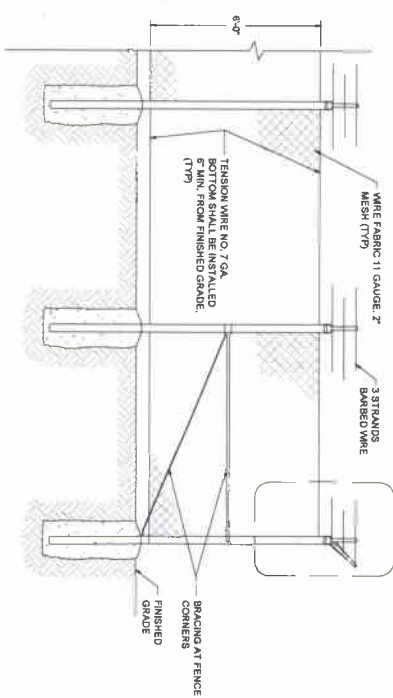
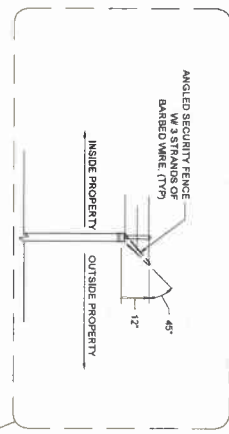
**W-403**



**A**  
 NOTE:  
 6'-0" HIGH EQUESTRIAN FENCING SUPPORTED WITH TENSION WIRE TOP AND BOTTOM (STARTING 6' FROM THE GROUND).  
**OPTION A - EQUESTRIAN FENCING NON-RESTRICTING STORM WATER FENCING FOR SOUTH & WEST SIDES**  
 SCALE 1/2"=1'-0"



**B**  
 NOTE:  
 TENSION WIRE STRINGS AT THE BOTTOM WITH A MINIMUM OF 6' BETWEEN STRANDS FOR 24 INCHES (STARTING FROM THE STRAND).  
**OPTION B - CHAIN LINK FENCE WITH 24" OF TENSION WIRE BELOW NON-RESTRICTING STORM WATER FENCING FOR SOUTH & WEST SIDES**  
 SCALE 1/2"=1'-0"



**C**  
 CHAIN LINK FENCE DETAIL FOR NORTH & EAST SIDES  
 SCALE 1/2"=1'-0"

**NOTES:**

- FENCING CONTRACTOR TO DESIGN AND INSTALL FENCE PER LOCAL REQUIREMENTS AND/OR SUGGESTED PRACTICE FOR ALL COMPONENTS NOT SPECIFICALLY CALLED OUT.
- WIRE FABRIC 11 GAUGE, 2' MESH.
- NO. 7 GA. TENSION WIRES (BOTTOM WIRE SHALL BE INSTALLED 6' FROM FINISHED GRADE.)
- CLAMPED GATE HINGERS SHALL BE WELDED TO PREVENT SETTLEMENT AND SLIPPAGE.
- THE MAIN SITE ENTRANCE SHALL HAVE A MANUALLY OPERATED SWINGING GATE.
- SEE ELECTRICAL SHEETS FOR REQUIRED SIZING.

**CONFIDENTIALITY STATEMENT**

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**BASED UPON AND AS SHOWN ON EXHIBIT 8 (SHEET 1-4) DATE: 9/27/13 PLANNER: L. ROSS**

REV. NO.	DESCRIPTION	DATE	BY
1	NEW/REVISED/DELETED	10/11/13	LMR
2	REVISIONS	10/11/13	LMR

DATE: 09/27/13  
 TIME: 1:24 PM

**BLUE OAK ENERGY**  
 1500 Dairy Avenue, Davis, CA 95618  
 www.blueoakenergy.com Phone: 530.747.2008

**CanadianSolar**

**INDIGO RANCH**  
 33°46'22.55"N, 119°21'53.72"W  
 DESERT CENTER, CA 92328

**FENCE DETAILS**

**S-201**

# COUNTY OF RIVERSIDE

## ENVIRONMENTAL ASSESSMENT FORM: INITIAL STUDY

**Environmental Assessment (E.A.) Number:** 42580

**Project Case Type (s) and Number(s):** Agricultural Preserve Case No. 1027, Conditional Use Permit No. 3693, Development Agreement No. 78 and Ordinance No. 664.54.

**Lead Agency Name:** County of Riverside Planning Department

**Address:** P.O. Box 1409, Riverside, CA 92502-1409

**Contact Person:** Larry Ross

**Telephone Number:** (951) 955-9294

**Applicant's Name:** Indigo Ranch Project, LLC

**Applicant's Address:** 2420 Camino Ramon, Suite 125, San Ramon, CA 94583

**Engineer's Name:** Silverado Power

**Engineer's Address:** 2 Embarcadero Center, Suite 410, San Francisco, CA 94111

### I. PROJECT INFORMATION

#### A. Project Description:

**The Indigo Ranch Solar Project is a solar power plant project that it is comprised of the following land use cases:**

##### ***Agricultural Preserve Case***

Agricultural Preserve Case No. 1027 proposes to diminish the Chuckwalla Agricultural Preserve No. 2 by 40.12 acres. In order for parcels to be removed from an Agricultural Preserve, the land owner must provide an alternative land use. The applicant proposes the alternative use of a 4.5 megawatt (MW) photovoltaic solar power plant for the 40.12 acres. Ordinance No. 509, the ordinance regulating agricultural preserves, lists which uses are allowed in an agricultural preserve. A solar power plant is not listed, therefore it is considered an alternative land use and the agricultural preserve must be diminished.

##### ***Conditional Use Permit***

Conditional Use Permit No. 3693 is a proposal for a 4.5 MW photovoltaic (PV) solar power plant, the Indigo Ranch Solar project, utilizing either fixed tilt or tracker mounting supports on two parcels of private land totaling 40.12 acres. The project proposes to deliver power through an interconnection on Southern California Edison's Desert Center, 12.47 kilovolt (kV) distribution line which transects the subject site. The project includes the installation of a 12 kV Remote Automatic Recloser (RAR), or breaker, on an existing pole of SCE's 12 kV circuit located east of the project site within the existing SCE easement, installation of two new 60 ft. overhead poles on the regulator located within an existing right-of-way along Phone Line Road, and replacement of three protection relays within SCE's Eagle Mountain Substation.

##### ***Development Agreement***

The applicant has proposed entering into a Development Agreement (DA No. 78) with the County for the Project. County staff has reached an agreement with the applicant on the provisions of the development agreement. DA No. 78 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. DA No. 78 contains terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law, which is a public benefit for the County. DA No. 78 also contains an agreement between the parties with regard to the

computation of development impact fees using the surface mining fee category on a Project Area basis as set forth in Section 13 of Ordinance No. 659. Approval and use of Conditional Use Permit No. 3693 is conditioned upon Development Agreement No. 78 being entered into and effective.

Per State law, a development agreement is a legislative act which must be approved by ordinance. Proposed Ordinance No. 664.54, an Ordinance of the County of Riverside Approving Development Agreement No. 78, incorporates by reference and adopts DA No. 78 consistent with Government Code section 65867.5.

The project is located northerly of Oasis Road, and westerly of Highway 177.

**B. Type of Project:** Site Specific ; Countywide ; Community ; Policy .

**C. Total Project Area:** 40.12 gross acres

<b>Residential Acres:</b>	<b>Lots:</b>	<b>Units:</b>	<b>Projected No. of Residents:</b>
<b>Commercial Acres:</b>	<b>Lots:</b>	<b>Sq. Ft. of Bldg. Area:</b>	<b>Est. No. of Employees:</b>
<b>Industrial Acres:</b>	<b>Lots:</b>	<b>Sq. Ft. of Bldg. Area:</b>	<b>Est. No. of Employees:</b>
<b>Other:</b> 40.12			

**D. Assessor's Parcel No(s):** 808-240-007 and 808-240-010

**E. Street References:** The project is located northerly of Oasis Road, and westerly of Highway 177

**F. Section, Township & Range Description or reference/attach a Legal Description:** Township 5 South, Range 15 East, Section 1

**G. Brief description of the existing environmental setting of the project site and its surroundings:** The project site is relatively flat, with elevations ranging from 604 feet to 612 feet above mean sea level. The project site was a previously disturbed agricultural land but is currently vacant. The project site is surrounded by lands that are currently vacant with sparse vegetation.

## **I. APPLICABLE GENERAL PLAN AND ZONING REGULATIONS**

### **A. General Plan Elements/Policies:**

- 1. Land Use:** The proposed project meets the requirements of the Agriculture: Agriculture (A:AG) (10 Acre Minimum) general plan land use designation and the General Plan Policy LU 15.15. The proposal meets all other applicable land use policies.
- 2. Circulation:** The project has adequate circulation to the site and is therefore consistent with the Circulation Element of the General Plan. The proposed project meets all other applicable circulation policies of the General Plan.
- 3. Multipurpose Open Space:** No natural open space land was required to be preserved within the boundaries of this project. The proposed project meets with all other applicable Multipurpose Open Space Element policies.



4. **Safety:** The proposed project is not located within any special hazard zone (including fault zone, high liquefaction, dam inundation zone, high fire hazard area, etc.). The proposed project has allowed for sufficient provision of emergency response services to the future users of this project through the project design and payment of development impact fees. The proposed project meets with all other applicable Safety Element policies.
5. **Noise:** Sufficient mitigation against any foreseeable noise sources in the area have been provided for in the design of the project. The project will not generate noise levels in excess of standards established in the General Plan or noise ordinance. The project meets all other applicable Noise Element Policies.
6. **Housing:** The project proposes a solar power plant. There are no impacts to housing as a direct result of this project at this time.
7. **Air Quality:** The proposed project has been conditioned to control any fugitive dust during grading and construction activities. The proposed project meets all other applicable Air Quality element policies.

**B. General Plan Area Plan(s):** Desert Center

**C. Foundation Component(s):** Agriculture

**D. Land Use Designation(s):** Agriculture (AG) (10 Acre Minimum)

**E. Overlay(s), if any:** Not Applicable

**F. Policy Area(s), if any:** Not Applicable

**G. Adjacent and Surrounding Area Plan(s), Foundation Component(s), Land Use Designation(s), and Overlay(s) and Policy Area(s), if any:** The project site is surrounded by properties which are designated Agriculture: Agriculture (A:AG) (10 Acre Minimum) to the north, east, and west and Open Space: Rural (OS:R) (20 Acre Minimum) to the south.

**H. Adopted Specific Plan Information**

1. **Name and Number of Specific Plan, if any:** Not Applicable

2. **Specific Plan Planning Area, and Policies, if any:** Not Applicable

**I. Existing Zoning:** Light Agriculture – 20 Acre Minimum (A-1-20)

**J. Proposed Zoning, if any:** Not Applicable

**K. Adjacent and Surrounding Zoning:** The project site is surrounded by properties which are zoned Light Agriculture – 20 Acre Minimum (A-1-20) to the north, east, and west and Natural Assets (N-A) to the south.

## **II. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

The environmental factors checked below ( x ) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                      | <input type="checkbox"/> Hazards & Hazardous Materials        | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Agriculture & Forest Resources  | <input checked="" type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Transportation / Traffic           |
| <input type="checkbox"/> Air Quality                     | <input type="checkbox"/> Land Use / Planning                  | <input type="checkbox"/> Utilities / Service Systems        |
| <input checked="" type="checkbox"/> Biological Resources | <input type="checkbox"/> Mineral Resources                    | <input type="checkbox"/> Other:                             |
| <input checked="" type="checkbox"/> Cultural Resources   | <input type="checkbox"/> Noise                                | <input type="checkbox"/> Other:                             |
| <input type="checkbox"/> Geology / Soils                 | <input type="checkbox"/> Population / Housing                 | <input type="checkbox"/> Mandatory Findings of Significance |
| <input type="checkbox"/> Greenhouse Gas Emissions        | <input type="checkbox"/> Public Services                      |   |

### III. DETERMINATION

On the basis of this initial evaluation:

#### A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS NOT PREPARED

I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project, described in this document, have been made or agreed to by the project proponent. **A MITIGATED NEGATIVE DECLARATION** will be prepared.

I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

#### A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS PREPARED

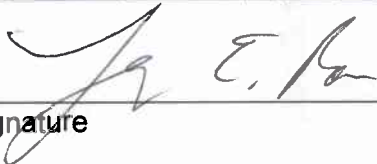
I find that although the proposed project could have a significant effect on the environment, **NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED** because (a) all potentially significant effects of the proposed project have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, (b) all potentially significant effects of the proposed project have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, (c) the proposed project will not result in any new significant environmental effects not identified in the earlier EIR or Negative Declaration, (d) the proposed project will not substantially increase the severity of the environmental effects identified in the earlier EIR or Negative Declaration, (e) no considerably different mitigation measures have been identified and (f) no mitigation measures found infeasible have become feasible.

I find that although all potentially significant effects have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, some changes or additions are necessary but none of the conditions described in California Code of Regulations, Section 15162 exist. An **ADDENDUM** to a previously-certified EIR or Negative Declaration has been prepared and will be considered by the approving body or bodies.

I find that at least one of the conditions described in California Code of Regulations, Section 15162 exist, but I further find that only minor additions or changes are necessary to make the previous EIR adequately apply to the project in the changed situation; therefore a **SUPPLEMENT TO THE ENVIRONMENTAL IMPACT REPORT** is required that need only contain the information necessary to make the previous EIR adequate for the project as revised.

I find that at least one of the following conditions described in California Code of Regulations, Section 15162, exist and a **SUBSEQUENT ENVIRONMENTAL IMPACT REPORT** is required: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial

increase in the severity of previously identified significant effects; (2) Substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any the following:(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or negative declaration;(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or,(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or negative declaration would substantially reduce one or more significant effects of the project on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.



Signature

3-17-14

Date

Larry Ross, Project Planner  
Printed Name

For Juan C. Perez, Interim Planning Director

**IV. ENVIRONMENTAL ISSUES ASSESSMENT**

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21178.1), this Initial Study has been prepared to analyze the proposed project to determine any potential significant impacts upon the environment that would result from construction and implementation of the project. In accordance with California Code of Regulations, Section 15063, this Initial Study is a preliminary analysis prepared by the Lead Agency, the County of Riverside, in consultation with other jurisdictional agencies, to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report is required for the proposed project. The purpose of this Initial Study is to inform the decision-makers, affected agencies, and the public of potential environmental impacts associated with the implementation of the proposed project.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>AESTHETICS</b> Would the project				
<b>1. Scenic Resources</b>				
a) Have a substantial effect upon a scenic highway corridor within which it is located?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and unique or landmark features; obstruct any prominent scenic vista or view open to the public; or result in the creation of an aesthetically offensive site open to public view?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Source: Riverside County General Plan Figure C-9 "Scenic Highways"

Findings of Fact:

a) The General Plan indicates that the project is not located within or visible from a designated scenic corridor; therefore, the project will have no significant impact.

b) The proposed photovoltaic (PV) solar power plant has a low profile with the highest point of the panels in the solar field generally being less than 6 feet above the ground. The solar panels and the boundary fence would create a horizontal line on the landscape that would mimic the lines of the horizon and the agricultural fields in the area and at distance would not be readily perceptible because it would be low to the ground surface. In addition, the proposed project will not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and unique or landmark features; or obstruct any prominent scenic vista, as these features do not exist on the project site. The impact is considered less than significant.

The project includes the installation of a 12 kV Remote Automatic Recloser (RAR), or breaker, on an existing pole of SCE's 12 kV circuit located east of the project site within the existing SCE easement, installation of two new 60 ft. overhead poles on the regulator located within an existing right-of-way along Phone Line Road, and replacement of three protection relays within SCE's Eagle Mountain Substation. As that this off site equipment will either be placed in current SCE easements or will be placed on existing SCE equipment it will be indistinguishable visually from SCE's current facilities, the impact is considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No mitigation measures are required.

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**2. Mt. Palomar Observatory**

a) Interfere with the nighttime use of the Mt. Palomar Observatory, as protected through Riverside County Ordinance No. 655?

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Source: GIS database, Ord. No. 655 (Regulating Light Pollution)

Findings of Fact:

a) According to GIS database, the project site is located 90.80 miles away from Mt. Palomar Observatory. The project is located outside the 45-mile radius defined by Ordinance No. 655 and is not subject to any special lighting policies that protect the Mt. Palomar Observatory. The project will have no significant impact.

Mitigation: No mitigation measures are required.

Monitoring: No mitigation measures are required.

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**3. Other Lighting Issues**

a) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

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b) Expose residential property to unacceptable light levels?

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Source: On-site Inspection, Project Application Description

Findings of Fact:

a) The proposed project nighttime lighting during construction would be limited and temporary. During operation, nighttime lighting would be restricted to security lighting purposes and would not result in substantial light released from the site. During daytime, the photovoltaic (PV) panels would not result in substantial glare. PV panels are designed to absorb as much light as possible as they convert sunlight directly to energy and are made with low-glare materials. The project is conditioned for any outside lighting to be hooded and directed so as not to shine directly upon adjoining property or public rights-of-way. (COA 10.PLANNING.9) This is a standard condition of approval and is not considered mitigation pursuant to CEQA.

b) There are no residences in the project area. Therefore the proposed project will not affect residential structures or expose them to unacceptable light levels.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

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**AGRICULTURE & FOREST RESOURCES** Would the project

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>4. Agriculture</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing agricultural zoning, agricultural use or with land subject to a Williamson Act contract or land within a Riverside County Agricultural Preserve?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Cause development of non-agricultural uses within 300 feet of agriculturally zoned property (Ordinance No. 625 "Right-to-Farm")?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Source: GIS database, and Project Application Materials.

Findings of Fact:

- a) According to GIS database, the project is not located on Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, no impact will occur.
- b) The proposed use, a solar power plant, is a permitted use, subject to approval of a conditional use permit, in the Light Agriculture – 20 Acre Minimum (A-1-20) zone, in accordance with Section 13.1.c. (12) of Ordinance No. 348. (Ord. No. 348.4705, Amended 12-08-11); therefore, the project will not conflict with existing zoning. Agricultural Preserve Case No. 1027 was submitted requesting cancellation of the affected contracts and diminishment of 40.12 acres from Chuckwalla Agricultural Preserve No. 2. The cancellation will only remove 40.12 gross acres, leaving 538.66 gross acres in the Agricultural Preserve, ensuring the viability for long-term continued agricultural production on a substantial portion of the adjacent agricultural preserve. A diminishment would allow a solar power plant on 40.12 acres of land that would otherwise be prohibited in an agricultural preserve formed pursuant to the Williamson Act. The tentative cancellation of the affected contracts and diminishment of 40.12 acres from the boundaries of the agricultural preserve is proposed to be completed prior to the issuance of grading permits. The impact is considered less than significant.
- c) According to GIS database, the project is located within 300 feet of property which is zoned primarily for agricultural purposes. Although the proposed project may cause development of non-agricultural uses within 300 feet of agriculturally zoned property, these uses are permitted in the Light Agriculture – 20 Acre Minimum (A-1-20) zone, subject to a conditional use permit. The impact is considered less than significant.
- d) The project is not anticipated to involve other changes in the existing environment that could result in conversion of Farmland to a non-agricultural use. The surrounding parcels that also fall within the Agricultural Preserve will require the review and approval of the appropriate Planning Department applications prior to any development. The project proposes land uses and land use intensities which are consistent with the adopted General Plan. The impact is considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>5. Forest</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Govt. Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Riverside County General Plan Figure OS-3 "Parks, Forests and Recreation Areas," and Project Application Materials.

Findings of Fact:

a) The project is not located within the boundaries of a forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Govt. Code section 51104(g)). Therefore, the proposed project will not impact land designated as forest land, timberland, or timberland zoned Timberland Production.

b) The project is not located within forest land and will not result in the loss of forest land or conversion of forest land to non-forest use; therefore, no impact will occur as a result of the proposed project.

c) The project will not involve other changes in the existing environment which, due to their location or nature, could result in conversion of forest land to non-forest use.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**AIR QUALITY** Would the project

<b>6. Air Quality Impacts</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors which are located within	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1 mile of the project site to project substantial point source emissions?				
e) Involve the construction of a sensitive receptor located within one mile of an existing substantial point source emitter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: SCAQMD CEQA Air Quality Handbook

Findings of Fact: CEQA Guidelines indicate that a project will significantly impact air quality if the project violates any ambient air quality standard, contributes substantially to an existing air quality violation, or exposes sensitive receptors to substantial pollutant concentrations.

a) The project site is located in the South Coast Air Basin (SCAB). The South Coast Air Quality Management District (SCAQMD) Governing Board has adopted the 2003 Air Quality Management Plan (AQMP). The AQMP is a plan for the regional improvement of air quality. As part of adoption of the County's General Plan in 2003, the General Plan's EIR (No. 441, SCH No. 2002051143) analyzed the General Plan growth projections for consistency with the AQMP and concluded that the General Plan is consistent with the SCAQMD's AQMP. The project is consistent with the County General Plan and would therefore be consistent with the SCAQMD's AQMP.

b-c) The Mojave Desert Air Basin (MDAB) is in a non-attainment status for federal ozone standards, federal carbon monoxide standards, and state and federal particulate matter standards. Any development in the MDAB, including the proposed Project, would cumulatively contribute to these pollutant violations.

The project is consistent with the General Plan and the Desert Center Area Plan land use designations. The General Plan (2003) is a policy document that reflects the County's vision for the future of Riverside County. The General Plan is organized into eight separate elements, including an Air Quality Element. The purpose of the Air Quality Element is to protect County residents from the harmful effects of poor air quality. The Air Quality Element identifies goals, policies, and programs that are meant to balance actions regarding land use, circulation, and other issues with their potential effects on air quality. The Air Quality Element, in conjunction with local and regional air quality planning efforts, addresses ambient air quality standards set forth by the Federal Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). Potential air quality impacts resulting from the proposed Project would not exceed emissions projected by the Air Quality Element. The County is charged with implementing the policies in the General Plan Air Quality Element, which are focused on reducing concentrations of criteria pollutants, reducing negative impacts to sensitive receptors, reducing mobile and stationary pollutant sources, increasing energy conservation and efficiency, improving the jobs to housing balance, and facilitating multi-jurisdictional coordination for the improvement of air quality.

Implementation of the project would not impact air quality beyond the levels documented in EIR No. 441 prepared for the General Plan. The project would impact air quality in the short-term during construction and in the long-term through operation. In accordance with standard county requirements, dust control measures and maintenance of construction equipment shall be utilized on the property to limit the amount of particulate matter generated. These are standard requirements and are not considered mitigation pursuant to CEQA.



Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The proposed project would primarily impact air quality through increased automotive emissions. Projects of this type do not generate enough traffic and associated air pollutants to violate clean air standards or contribute enough air pollutants to be considered a cumulatively considerable significant impact. Therefore, the impacts to air quality are considered less than significant.

d) A sensitive receptor is a person in the population who is particularly susceptible to health effects due to exposure to an air contaminant than is the population at large. Sensitive receptors (and the facilities that house them) in proximity to localized CO sources, toxic air contaminants or odors are of particular concern. High levels of CO are associated with major traffic sources, such as freeways and major intersections, and toxic air contaminants are normally associated with manufacturing and commercial operations. Land uses considered to be sensitive receptors include long-term health care facilities, rehabilitation centers, convalescent centers, retirement homes, residences, schools, playgrounds, child care centers, and athletic facilities. Surrounding land uses include residences, which are considered sensitive receptors; however, the project is not expected to generate substantial point source emissions. The long-term project impacts in the daily allowable emissions for the project's operational phase are considered to be not significant.

e) The project will not create sensitive receptors located within one mile of an existing substantial point source emitter.

f) The project will not create objectionable odors affecting a substantial number of people.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**BIOLOGICAL RESOURCES** Would the project

**7. Wildlife & Vegetation**

a) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect, either directly or through habitat modifications, on any endangered, or threatened species, as listed in Title 14 of the California Code of Regulations (Sections 670.2 or 670.5) or in Title 50, Code of Federal Regulations (Sections 17.11 or 17.12)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: GIS database, CVMSHCP, Environmental Programs Division (EPD) review, Biological Constraints Survey for the Indigo Ranch Project Site prepared March 8, 2012 (revised April 17, 2013) by BonTerra Consulting, 2013 Burrowing Owl Survey prepared July 2013 by Noreas

Findings of Fact:

a) The project site does not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state conservation plan. The project site is not located within a Conservation Area of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). However, a Habitat Assessment report was required. Based upon the results of the report, it can be concluded that the project will not conflict with the provisions of the CVMSHCP.

b-c) According to Biological Constraints Survey for the Indigo Ranch Project Site prepared March 8, 2012 (revised April 17, 2013) by BonTerra Consulting, suitable habitat for the desert kit fox and American badger occurs surrounding the project site. Both of these species are protected by the California Fur-Bearing Mammals Act (*California Fish and Game Code*, Sections 4000–4012). A qualified Biologist shall perform pre-construction surveys for badger and kit fox dens on the project site, including areas within 100 feet of all project facilities, utility corridors, and access roads. (COA 60.EPD.3) With the incorporation of this mitigation measure, the project will have a less than significant impact.

d) The project will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites. With the size and scope of the project it is not anticipated to create the “lake effect” in which birds are diverted from their natural flight path anticipating that the solar array is actually a body of water. Larger projects that are composed on thousands of acres of solar panel are thought to give the impression on a water body on the horizon from a substantial distance away, thus causing bird to divert from their normal migratory path. As that this project is only 40 acres it cannot be seen from a substantial distance, and therefore is unlikely to be an attractant. In addition, due to the project’s location and distance from substantial bodies of water it is not anticipated that the project is in the migration pattern of any bird species. Therefore, there is no significant impact.

e-f) According to Biological Constraints Survey, no state or federal jurisdictional areas are present onsite. Therefore, there is no significant impact.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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g) The proposed project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Therefore, there is no significant impact.

Mitigation: A qualified Biologist shall perform pre-construction surveys for badger and kit fox dens on the project site, including areas within 100 feet of all project facilities, utility corridors, and access roads. (COA 60.EPD.3)

Monitoring: Monitoring shall be conducted through the Building and Safety Plan Check Process.

**CULTURAL RESOURCES** Would the project

**8. Historic Resources**

a) Alter or destroy an historic site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of a historical resource as defined in California Code of Regulations, Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Source: Project Application Materials, County Archaeologist Review, County Archaeological Report No. 4804 (PDA04804)

Findings of Fact:

a-b) According to PDA04804, it has been determined that in certain areas of the project there is a Low chance that buried cultural resources will be impacted by construction. Prior to the issuance of a grading permit, a County-approved Project Archaeologist shall be retained to initiate and supervise construction monitoring during project-related ground disturbance within the project area, once plowed topsoil has been removed. Typically, this will occur after approximately 2 feet of soil has been removed by grading. The potential for archaeological resources on this property are minimal. (COA 10.PLANNING.36) Therefore, the project will not cause a substantial adverse change in the significance of a historical resource as defined in California Code of Regulations, Section 15064.5. If, however, during ground disturbing activities, unique historical resources are discovered, all ground disturbances shall halt until the archaeologist has an opportunity to determine the significance of the find. (COA 10.PLANNING.36) This is a standard condition and not considered mitigation for CEQA purposes. Therefore, the impact is considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**9. Archaeological Resources**

a) Alter or destroy an archaeological site.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to California Code of Regulations, Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Restrict existing religious or sacred uses within the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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potential impact area?

**Source:** Project Application Materials, County Archaeologist Review, County Archaeological Report No. 4804 (PDA04804)

**Findings of Fact:**

a-b) According to PDA04804, it has been determined that in certain areas of the project there is a Low chance that buried cultural resources will be impacted by construction. Prior to the issuance of a grading permit, a County-approved Project Archaeologist shall be retained to initiate and supervise construction monitoring during project-related ground disturbance within the project area, once plowed topsoil has been removed. Typically, this will occur after approximately 2 feet of soil has been removed by grading. The potential for archaeological resources on this property are minimal. (COA 10.PLANNING.36) Therefore, the project will not cause a substantial adverse change in the significance of a historical resource as defined in California Code of Regulations, Section 15064.5. If, however, during ground disturbing activities, unique archeological resources are discovered, all ground disturbances shall halt until the archaeologist has an opportunity to determine the significance of the find. (COA 10.PLANNING.39) This is a standard condition and not considered mitigation for CEQA purposes. Therefore, the impact is considered less than significant.

c) There may be a possibility that ground disturbing activities will expose human remains. The project is subject to State Health and Safety Code Section 7050.5 if human remains are discovered during ground disturbing activities. (COA 10.PLANNING.38) This is a standard condition and not considered mitigation for CEQA purposes. Therefore, the impact is considered less than significant.

d) The project will not restrict existing religious or sacred uses within the potential impact area. Therefore, there is no significant impact.

**Mitigation:** No mitigation measures are required.

**Monitoring:** No monitoring measures are required.

**10. Paleontological Resources**

a) Directly or indirectly destroy a unique paleontological resource, or site, or unique geologic feature?

**Source:** Riverside County General Plan, GIS database, County Geologist review

**Findings of Fact:**

a) The site is mapped in the County's General Plan as having a high potential for paleontological resources (fossils). The proposed project site/earthmoving activities could potentially impact this resource. With incorporation of the recommended mitigation measures, the project will have less than significant impact on paleontological resources.

**Mitigation:** Prior to the issuance of grading permits, a Paleontological Resources Impact Mitigation Program (PRIMP) shall be submitted and approved by the County Geologist. (COA 60.PLANNING.1)

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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A copy of the Paleontological Monitoring Report prepared for site grading operations at this site shall be submitted to the County Geologist prior to grading final inspection. (COA 70.PLANNING.1)

Monitoring: Mitigation monitoring will occur through the Building and Safety Plan Check process.

**GEOLOGY AND SOILS** Would the project

<b>11. Alquist-Priolo Earthquake Fault Zone or County Fault Hazard Zones</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death?				
b) Be subject to rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Source: Riverside County General Plan Figure S-2 "Earthquake Fault Study Zones," GIS database, County Geologist review

Findings of Fact:

a) The project site is not located within an Alquist-Priolo Earthquake Fault Zone. The proposed project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death. California Building Code (CBC) requirements pertaining to commercial development will mitigate the potential impact to less than significant. As CBC requirements are applicable to all commercial development they are not considered mitigation for CEQA implementation purposes. Therefore, the impact is considered less than significant.

b) The project site is not located within an Alquist-Priolo Earthquake Fault Zone and no known fault lines are present on or adjacent to the project site. Therefore, there is a low potential for rupture of a known fault. Therefore, the impact is considered less than significant.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

<b>12. Liquefaction Potential Zone</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a) Be subject to seismic-related ground failure, including liquefaction?				

Source: Riverside County General Plan Figure S-3 "Generalized Liquefaction", GIS Database, County Geological Report GEO02330, County Geologist review

Findings of Fact:

a) According to GIS database, the project site is not located within an area subject to liquefaction. According to GEO02330, the site has low susceptibility to liquefaction. The project will have no significant impact.

Mitigation: No mitigation measures are required.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Monitoring: No monitoring measures are required.

**13. Ground-shaking Zone**

Be subject to strong seismic ground shaking?

Source: Riverside County General Plan Figure S-4 "Earthquake-Induced Slope Instability Map," and Figures S-13 through S-21 (showing General Ground Shaking Risk), County Geologist review

Findings of Fact:

There are no known active or potentially active faults that traverse the site and the site is not located within an Alquist-Priolo Earthquake Fault Zone. The principal seismic hazard that could affect the site is ground shaking resulting from an earthquake occurring along several major active or potentially active faults in Southern California. California Building Code (CBC) requirements pertaining to development will mitigate the potential impact to less than significant. As CBC requirements are applicable to all development, they are not considered mitigation for CEQA implementation purposes.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**14. Landslide Risk**

a) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, collapse, or rockfall hazards?

Source: Riverside County General Plan Figure S-5 "Regions Underlain by Steep Slope", County Geologist review

Findings of Fact:

a) The subject site is flat. According to General Plan the project site is not located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, collapse, or rockfall hazards. No impacts will occur as a result of the proposed project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**15. Ground Subsidence**

a) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in ground subsidence?

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Source: GIS database, Riverside County General Plan Figure S-7 "Documented Subsidence Areas", County Geologist review

Findings of Fact:

a) According to GIS, the project site is not located in an area susceptible to subsidence. No impacts will occur as a result of the proposed project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**16. Other Geologic Hazards**

a) Be subject to geologic hazards, such as seiche, mudflow, or volcanic hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Source: Project Application Materials, County Geologist review

Findings of Fact:

a) The project site is not subject to other geologic hazards such as seiche, mudflow or a volcanic hazard. No impacts will occur as a result of the proposed project.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**17. Slopes**

a) Change topography or ground surface relief features?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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b) Create cut or fill slopes greater than 2:1 or higher than 10 feet?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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c) Result in grading that affects or negates subsurface sewage disposal systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Source: Project Application Materials, Building and Safety – Grading Review

Findings of Fact:

a) The project will not significantly change the existing topography on the subject site. The grading will follow the natural slopes and not alter any significant elevated topographic features located on the site.

b) The project will not cut or fill slopes greater than 2:1 or create a slope higher than 10 feet.

c) The project does not result in grading that affects or negates subsurface sewage disposal systems.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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**Mitigation:** No mitigation measures are required.

**Monitoring:** No monitoring measures are required.

**18. Soils**

a) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Be located on expansive soil, as defined in Section 1802.3.2 of the California Building Code (2007), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have soils incapable of adequately supporting use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Source:** General Plan figure S-6 "Engineering Geologic Materials Map", Project Application Materials, Building and Safety Grading review

a) The development of the site could result in the loss of topsoil from grading activities, but not in a manner that would result in significant amounts of soil erosion. Implementation of Best Management Practices (BMPs) would reduce the impact to below a level of significance. Impacts would be less than significant.

b) The project may be located on expansive soil; however, California Building Code (CBC) requirements pertaining to commercial development will mitigate the potential impact to less than significant. As CBC requirements are applicable to all development, they are not considered mitigation for CEQA implementation purposes.

c) The project is proposing to construct an unmanned solar power plant and will not require the use of sewers or septic tanks. The project will have no significant impact.

**Mitigation:** No mitigation measures are required.

**Monitoring:** No monitoring measures are required.

**19. Erosion**

a) Change deposition, siltation, or erosion that may modify the channel of a river or stream or the bed of a lake?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in any increase in water erosion either on or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Source:** Building and Safety Grading review, Project Application Materials

**Findings of Fact:**

a) Implementation of the proposed project will involve grading and various construction activities. Standard construction procedures, and federal, state and local regulations implemented in conjunction



Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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with the site's storm water pollution prevention plan (SWPPP) and its Best Management Practices (BMPs) required under the National Pollution Discharge System (NPDES) general construction permit, will minimize potential for erosion during construction. These practices will keep substantial amounts of soil material from eroding from the project site and prevent deposition within receiving waters located downstream.

b) The potential for on-site erosion will increase due to grading and excavating activities during the construction phase. However, BMPs will be implemented for maintaining water quality and reducing erosion.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**20. Wind Erosion and Blowsand from project either on or off site.**

a) Be impacted by or result in an increase in wind erosion and blowsand, either on or off site?

Source: Riverside County General Plan Figure S-8 "Wind Erosion Susceptibility Map," Ord. 460, Sec. 14.2 & Ord. 484

Findings of Fact:

a) The site is located in an area of Moderate Wind Erodibility rating. The General Plan, Safety Element Policy for Wind Erosion requires buildings and structures to be designed to resist wind loads which are covered by the California Building Code (CBC). With such compliance, the project will not result in an increase in wind erosion and blowsand, either on or off site. The project will have less than significant impact.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**GREENHOUSE GAS EMISSIONS** Would the project

**21. Greenhouse Gas Emissions**

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Source: Project application materials, Air Quality, Global Climate Change, and Health Risk Assessment Impact Analysis, Indigo Ranch Solar Photovoltaic System Project prepared by Chambers Group, Inc., dated December, 2013

Findings of Fact:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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a-b) Analysis by Chambers Group, Inc. indicates that the proposed project would reduce GHG emissions by 4,794.07 metric tons per year (MTY) of CO<sub>2</sub>-equivalents (CO<sub>2</sub>e). The County provides a threshold of significance for GHG emissions of a 30 percent reduction over business-as-usual conditions. Since the proposed project would reduce GHG emissions by 4,794.07 metric tons per year (MTY) of CO<sub>2</sub>e per year, implementation of the proposed project would be within the County's threshold of significance for GHG emissions of a 30 percent reduction over business-as-usual conditions. Therefore, the proposed project would not conflict with any applicable plans, policies or regulations related to reducing GHG emissions.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**HAZARDS AND HAZARDOUS MATERIALS** Would the project

**22. Hazards and Hazardous Materials**

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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c) Impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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d) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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e) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Source: Project Application Materials, Department of Environmental Health Review and Fire Department Review

Findings of Fact:

a-b) The proposed solar power plant is anticipated to use a negligible amount of hazardous materials and a negligible amount of hazardous waste. Used biodegradable dielectric fluid and mineral oil from the transformers and miscellaneous electrical equipment are potentially hazardous materials. The spent oil will be collected and delivered to a recycling company where it is removed from the equipment. This material will not be stored on-site. Therefore, the impact is considered less than significant.

c) The project has been reviewed by the Riverside County Fire Department for emergency access, and will not impair the implementation or physically interfere with an adopted emergency response plan or an emergency evacuation plan.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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d) The project site is not located within one-quarter mile of an existing or proposed school.

e) The project is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and would not create a significant hazard to the public or the environment.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**23. Airports**

a) Result in an inconsistency with an Airport Master Plan?

b) Require review by the Airport Land Use Commission?

c) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

d) For a project within the vicinity of a private airstrip, or heliport, would the project result in a safety hazard for people residing or working in the project area?

Source: Riverside County General Plan Figure S-19 "Airport Locations," GIS database

a) The project site is not located within the vicinity of any public or private airport; therefore, the project will not result in an inconsistency with an Airport Master Plan.

b) The project site is not located within the vicinity of any public or private airport; therefore will not require review by the Airport Land Use Commission.

c) The project is not located within an airport land use plan and would not result in a safety hazard for people residing or working in the project area.

d) The project is not within the vicinity of a private airstrip, or heliport and would not result in a safety hazard for people residing or working in the project area.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**24. Hazardous Fire Area**

a) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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residences are intermixed with wildlands?

Source: Riverside County General Plan Figure S-11 "Wildfire Susceptibility," GIS database

Findings of Fact:

a) According to the General Plan, the project site is not located in a high fire area. The project will have no significant impact.

Mitigation: No mitigation measures are required.

Monitoring: No monitoring measures are required.

**HYDROLOGY AND WATER QUALITY** Would the project

**25. Water Quality Impacts**

a) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Include new or retrofitted stormwater Treatment Control Best Management Practices (BMPs) (e.g. water quality treatment basins, constructed treatment wetlands), the operation of which could result in significant environmental effects (e.g. increased vectors or odors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Source: Riverside County Flood Control District Flood Hazard Report/Condition

Findings of Fact: