

1 other property located or to be located under, along, across, or upon the
2 Franchise Area for the purpose described in subsection f. of section 1.

3 f. Franchise. The authorization granted hereunder to Construct and Use
4 the Electrical Transmission Line to connect Grantee's solar power electrical
5 generation facilities to Southern California Edison's Red Bluff Substation,
6 under, along, across, or upon the Kaiser Road rights-of-way.

7 g. Franchise Area. The precise location of the Electrical Transmission
8 Line to be Constructed and Used under, along, across, or upon the Kaiser
9 Road rights-of-way, as more fully described and depicted on Exhibits A and
10 B, attached hereto and incorporated herein by this reference. To the extent
11 that the Franchise Area includes any real property owned in fee by County,
12 this Franchise shall also remain valid and effective with respect to such real
13 property, regardless of whether or not the Kaiser Road rights-of-way may or
14 may not have merged into the underlying fee interest.

15 h. Government Agency. State, County, City or other political
16 subdivision or governmental agency or instrumentality of the State of
17 California, when acting in a governmental capacity.

18 i. Grantee. Desert Harvest, LLC, a Delaware Limited Liability
19 Company, and its lawful successors and assigns, in whole or in part, which
20 jointly hold, and may use this Franchise and which are jointly and severally
21 responsible for all provisions, rights, obligations and duties of this
22 ordinance.

23 j. Local Sales and Use Taxes. The one percent sales and use taxes imposed
24 pursuant to and governed by the Bradley-Burns Uniform Local Sales and
25 Use Tax Law, Revenue and Taxation Code Section 7200 et seq.

26 k. Net Acreage. All areas involved in the production of power including, but
27 not limited to, the power block, solar collection equipment, areas
28 contiguous to solar collection equipment, transformers, transmission lines

1 and/or piping, transmission facilities (on and off-site), service roads
2 regardless of surface type – including service roads between panels or
3 collectors, structures, and fencing surrounding all such areas. Net acreage
4 shall not include off-site access roads or areas specifically set aside either as
5 environmentally sensitive or designated as open space, and shall not include
6 the fencing of such set aside areas. The approximate Net Acreage for the
7 Project is 1,208 acres. In the event the Net Acreage of the Project is
8 modified by any subsequent development approval of the County, court
9 order, or by election of the Grantee, the Planning Director, in consultation
10 with the County Executive Officer and County Counsel, shall recalculate
11 the Net Acreage and such recalculated Net Acreage shall be documented in
12 writing and used for all purposes under this Franchise as though it were a
13 part hereof. An amendment to this Franchise shall be required for such
14 recalculation and its implementation under this Franchise if such
15 recalculation decreases the Net Acreage by twenty percent (20%) or more.

- 16 1. Project. The Desert Harvest Solar Project described in the “Desert
17 Harvest Solar Project Final Environmental Impact Statement and California
18 Desert Conservation Plan Amendment,” and approved by the Bureau of
19 Land Management in its Record of Decision dated March 13, 2013,
20 including the Electrical Transmission Line and all solar power electrical
21 generation facilities.

22 Section 2. AUTHORITY AND GRANT. Pursuant to and in accordance with the
23 provisions of the California Constitution Article 11, Section 7, and Government Code Section 26001, the
24 County hereby grants to Grantee, the Franchise described in this ordinance and all provisions, rights,
25 obligations and duties hereof shall extend and inure to and be binding on Grantee. The Franchise granted
26 herein is solely for the specified uses set forth in this ordinance.

27 Section 3. TERM. This Franchise shall be for a definite term of thirty (30) years from
28 the effective date of this ordinance and shall endure in full force and effect during such term unless this

1 Franchise shall be voluntarily surrendered or abandoned by Grantee; or unless the State or some
2 municipal or public corporation shall purchase by voluntary agreement, or shall condemn and take under
3 the power of eminent domain, all property actually used and useful in the exercise of this Franchise and
4 situated within the territorial limits of the State, municipal, or public corporation purchasing or
5 condemning such property; or unless this Franchise shall be forfeited for noncompliance with its terms by
6 Grantee.

7 Section 4. CONSIDERATION AND PAYMENTS.

- 8 a. If development of the Project occurs in a single phase, within five (5)
9 business days of the commencement of construction of the entire Project,
10 Grantee shall provide written notice to County of such commencement of
11 construction and Grantee shall pay to the County an amount equal to the
12 Base Payment calculated on the Net Acreage of the entire Project; provided
13 however, that such initial payment shall be prorated based on the number of
14 whole months remaining between the date of the payment and the first
15 following September 30th.
- 16 b. As stated in the Desert Harvest Solar Project Final Environmental Impact
17 Statement and California Desert Conservation Plan Amendment,
18 development of the Project may occur in three phases. The phasing could
19 include an initial phase involving pre-construction surveys, exclusion
20 fencing around a 10-acre area in the northwest corner of the Project site,
21 desert tortoise exclusion (if tortoise are present), clearing and construction
22 of a laydown yard, parking area, and pad mounts for transformers. A second
23 phase could include site fencing, installation of temporary power, site
24 grading and preparation over a 1,043-acre area, construction of an
25 operations and maintenance building and on-site roads, construction of the
26 on-site wells, construction of the project substation and switch-yard, and
27 assembly and installation of panel blocks and wiring for 137 megawatts of
28 solar power. A third phase could include site grading and preparation over a

1 155-acre area, assembly and installation of panel blocks and wiring for 13
2 megawatts of solar power. The Electrical Transmission Line is planned for
3 construction during the second phase. If the development of the Project
4 occurs in phases, prior to the commencement of construction of the Project,
5 Grantee shall provide written notice to County of Grantee's decision to
6 develop the Project in phases and, prior to the commencement of
7 construction for each phase, Grantee shall provide written notice of such
8 commencement of construction of the phase and shall pay to County an
9 amount equal to that portion of the Base Payment calculated on the basis of
10 the Net Acreage for the phase in question; provided, however, that each
11 initial payment for each phase shall be prorated based on the number of
12 whole months remaining between the date of the payment and the first
13 following September 30th.

- 14 c. Grantee shall make subsequent annual payments in an amount equal to the
15 Base Payment for the entire Project, or, if the construction of the Project is
16 to be phased, that portion of the Base Payment attributable to each initiated
17 phase of the Project, on or by September 30 of each year during the term of
18 the Franchise.
- 19 d. Grantee shall pay any application fees, administrative fees, processing fees,
20 late charges, accrued interest, and penalties required in connection with this
21 Franchise. These fees may be charged at the rates applicable at the time of
22 payment.
- 23 e. Grantee shall pay all encroachment permit fees, inspection fees, and unit
24 inspection fees related thereto in connection with the processing of
25 applications for any necessary encroachment permits to Construct and Use
26 the Electrical Transmission Line in the Franchise Area as such fees are
27 specified in Appendix A of Ordinance No. 499. These fees may be charged
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1 at the rates applicable at the time of payment as set forth in Appendix A of
2 Ordinance No. 499.

3 f. Grantee shall pay to County a sum of money sufficient to reimburse it for
4 all publication expenses incurred by it in connection with the granting of
5 this Franchise; such payment to be made within thirty (30) days after
6 County furnishes Grantee with a written statement of such expenses.

7 g. County has advised Grantee that Kaiser Road was not engineered to handle
8 heavy construction truck traffic. Unless Grantee has otherwise made the
9 repairs itself, Grantee shall pay to County the cost of all repairs to County
10 public property (or to other public property not belonging to the County but
11 which the County is obligated to repair) made necessary by any damage
12 demonstrably caused by Grantee while performing any activities authorized
13 under this Franchise. The extent of any repairs subject to this provision shall
14 be measured from baseline conditions as of the date Grantee starts activities
15 authorized under this Franchise and shall be calculated by phase if the
16 Project is phased. In no event shall Grantee be obligated to perform or pay
17 for repairs attributable to deferred maintenance of the County or to damage
18 to public property caused by the activities of others, including incidental
19 activities, such as third-party construction traffic. The cost of repairs
20 attributable to Grantee shall be determined as follows:

21 1. Current Conditions Estimate. Prior to the start of activities
22 authorized under this Franchise, Grantee shall hire an engineering
23 firm to prepare a written determination of the then current status of
24 County public property (or other public property not belonging to
25 the County but which the County is obligated to repair) within the
26 boundaries of the Franchise Area ("Grantee Engineering Report")
27 and shall submit the Grantee Engineering Report to the County. Not
28 later than forty-five (45) days after submittal of the Grantee

1 Engineering Report to the County, County shall either (i) accept the
2 Grantee Engineering Report as an accurate representation of
3 baseline conditions as of the date Grantee starts activities authorized
4 under this Franchise; or (ii) notify Grantee in writing of County's
5 decision to hire a different engineering firm to prepare, within ninety
6 (90) days of the County's receipt of the Grantee Engineering Report,
7 a separate written determination of the then current status of County
8 public property (or other public property not belonging to the
9 County but which the County is obligated to repair) within the
10 boundaries of the Franchise area ("County Engineering Report").
11 County shall be deemed to have accepted the determination of the
12 Grantee Engineering Report if County does not notify Grantee
13 within forty-five (45) days of County's receipt of the Grantee
14 Engineering Report that County has decided to request the County
15 Engineering Report. If County elects to request a County
16 Engineering Report, and the current conditions estimate of the
17 Grantee Engineering Report and County Engineering Report differ
18 by ten percent (10%) or less (e.g., by reference to the Pavement
19 Conditions Index), then the average of the two determinations shall
20 be deemed the baseline conditions as of the date Grantee starts
21 activities authorized under this Franchise. If such not be the case,
22 then Grantee shall accept the lower of the two estimates or, at the
23 election of Grantee, the engineering firm that prepared the Grantee
24 Engineering Report and the engineering firm that prepared the
25 County Engineering Report shall mutually select a third qualified
26 and impartial engineering firm ("Third Engineering Firm") to issue a
27 determination of baseline conditions as of the date Grantee starts
28 activities authorized under this Franchise ("Third Engineering

1 Report"). The determination of the Third Engineering Report shall
2 be conclusive and binding on the Parties.

3 2. Grantee shall designate an engineering firm, subject to the
4 approval of the County and the approval of which shall not be
5 unreasonably withheld, to monitor activities conducted by Grantee
6 under this Franchise for purposes of assessing Grantee's
7 proportional contribution to any damage to County public property
8 (or other public property not belonging to the County but which the
9 County is obligated to repair) made necessary by damages
10 demonstrably caused by Grantee. County shall make reasonable
11 efforts to assist Grantee in obtaining monitoring information
12 regarding other activities that could reasonably be considered to
13 cause damage to County public property within the Franchise Area.

14 3. Repair Estimate. Upon completion of construction activities
15 performed under this Franchise, the same process of subsection g.1.,
16 above, shall be applied to determine, instead of then current
17 conditions, the extent and cost of repairs to County public property
18 (or to other public property not belonging to the County but which
19 the County is obligated to repair) made necessary by any damage
20 demonstrably caused by Grantee, including possible reconstruction.
21 Grantee shall pay such costs within thirty (30) days after County
22 furnishes Grantee with an invoice to the sum of the determination of
23 attributable cost developed pursuant to the procedure required by
24 this paragraph. If Grantee fails to make such payment, County may
25 immediately draw upon a single \$2,500,000 irrevocable standby
26 Letter of Credit in favor of the County that is required for all
27 encroachment permits for the Project, which has been agreed upon
28 by Grantee and County. Such draw upon the Letter of Credit shall

1 be in that amount necessary to cover the cost to the County of
2 undertaking the repairs to County public property (or to other public
3 property not belonging to the County but which the County is
4 obligated to repair) made necessary by any damage demonstrably
5 caused by Grantee. Any draws upon the Letter of Credit shall not
6 limit the County's right and ability to make further draws upon the
7 Letter of Credit up to the aggregate limit of \$2,500,000.

8 4. If Grantee undertakes the repair work itself, the County will
9 inspect the work and notify Grantee as to whether it has accepted the
10 repairs within forty-five (45) days of Grantee's written notice.

11 5. Grantee shall be responsible for all reasonable costs incurred
12 for the services of any engineering firms regarding determinations
13 under subsections g.1, g.2 and g.3 above, except that Grantee shall
14 not be responsible for any cost of a County Engineering Report or
15 Third Engineering Report to the extent it exceeds the cost of a
16 Grantee Engineering Report by more than fifteen percent (15%).

17 h. Local Sales and Use Tax. Grantee and County acknowledge and agree that
18 solar power plant owners have a responsibility to assure that sales and use
19 taxes are reported and remitted to the California State Board of Equalization
20 ("BOE") as provided by law. To ensure allocation directly to County, to the
21 maximum extent possible under the law, of the sales and use taxes payable
22 in connection with the construction of the Project, Grantee shall do the
23 following consistent with the law:

24 1. If Grantee meets the criteria set forth in applicable BOE regulations
25 and policies, Grantee shall obtain a BOE permit for the Project
26 jobsite and report and remit all such taxable sales or uses pertaining
27 to construction of the Project using the permit or sub-permit for that
28 jobsite to the maximum extent possible under the law.

1 reporting and remitting sales and use taxes in the State of California
2 and will follow all applicable state statutes and regulations with
3 respect to such reporting and remitting.

4 6. Grantee shall contractually require that each Major Subcontractor
5 certify in writing that they understand the procedures for reporting
6 and remitting sales and use taxes in the State of California and will
7 follow all applicable state statutes and regulations with respect to
8 such reporting and remitting.

9 7. Grantee shall deliver to County or its designee (as provided in
10 subsection h.8 below) copies of all sales and use tax returns
11 pertaining to the Project filed by Grantee and Major Subcontractors.
12 Such returns shall be delivered to County or its designee within
13 thirty (30) days of filing with the BOE. Such tax returns may be
14 redacted to protect, among other things, proprietary information and
15 may be supplemented by additional evidence that payments made
16 complied with this policy.

17 8. County may, at its sole discretion, select and retain the services of a
18 private sales tax consultant with expertise in California sales and use
19 taxes to assist in implementing and enforcing compliance with the
20 provisions of this Franchise and that Grantee shall be responsible for
21 all reasonable costs incurred for the services of any such private
22 sales tax consultant and shall reimburse County within thirty (30)
23 days of written notice of the amount of such costs.

24 i. In the event Grantee fails to make any of the payments provided for herein,
25 then, following notice of such failure from County and subsequent failure
26 by Grantee to cure within the applicable cure period, Grantee shall pay a
27 late charge of ten percent (10%) of the amount due, said ten percent (10%)
28 being due thirty (30) days after the expiration of the applicable cure period

1 specified in section 13. The ten percent (10%) has been set by both parties
2 hereto in recognition of the difficulty in affixing actual damages from a
3 breach of said time of performance requirement.

4 j. In the event full payment of any rate, payment, or fee, including the ten
5 percent (10%) late charge, is not received within sixty (60) days after the
6 due date, an assessment of interest shall accrue on the unpaid balance at one
7 percent (1%) per month beginning on the sixty first (61st) day after the due
8 date, provided that County has notified Grantee in accordance with section
9 13 and Grantee has failed to pay within the required period.

10 k. Should the Board of Supervisors adopt any new policy after the effective
11 date of this ordinance requiring the negotiation of revenue generating
12 agreements for solar power plants or requiring solar power plant developers
13 to pay a specified fee in connection with County's conveyance of a real
14 property interest or the issuance of a permit for a solar power plant to
15 ensure that County does not disproportionately bear the burden of solar
16 energy production, the Grantee may elect to exempt the Project from such
17 policy, it being acknowledged and agreed that Grantee is paying
18 consideration to County as specifically provided pursuant to the express
19 terms of this ordinance. Grantee's other projects, however, would not be
20 eligible to claim an exemption based on the foregoing exemption provided
21 to Grantee pursuant to this ordinance.

22 Section 5. CONSTRUCTION, USE AND MAINTENANCE

23 a. Grantee shall Construct and Use the Electrical Transmission Line in
24 accordance and in conformity with all of the ordinances and rules adopted
25 by the Board of Supervisors in the exercise of its police powers and not in
26 conflict with the paramount authority of the State, and, as to state highways,
27 subject to the laws relating to the location and maintenance of electrical
28 transmission lines therein.

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- b. Grantee shall Construct and Use the Electrical Transmission Line in the Franchise Area described in Exhibits A and B and at the locations described in the exhibits attached to the encroachment permit(s) to be issued by County Transportation Director pursuant to this Franchise and Ordinance No. 499. The exact locations of the Electrical Transmission Line within the Franchise Area shall be determined by the County during the encroachment permitting stage. The Electrical Transmission Line shall be located so that its construction and use do not interfere with the use of the Franchise Area by the traveling public or with the use of County property or County public works for their primary purposes, except for temporary interference caused by Electrical Transmission Line construction activities consistent with those described in the Desert Harvest Solar Project Final Environmental Impact Statement and California Desert Conservation Plan Amendment.
- c. Grantee shall undertake its work in such manner as to leave the Franchise Area or other public property in as good condition as it was prior to said work.
- d. Grantee shall modify the Electrical Transmission Line, and the procedures associated with its maintenance and testing, to comply with all future statutes, laws, ordinances and rules, regulations, policies or standards adopted pursuant thereto that are generally applicable to pre-existing improvements, provided, however, that County, in its proprietary capacity, shall not undertake actions that would serve to deprive Grantee of any material benefit of this Franchise.
- e. Prior to commencing construction of Project, Grantee shall create and maintain an emergency response plan, and shall at all times maintain the necessary trained personnel and equipment to respond timely to any damage or destruction (e.g., fire) associated with the Electrical Transmission Line.

- 1 f. Grantee shall in good faith commence construction under this Franchise
2 within not more than three (3) years from the granting of this Franchise,
3 and, if not so commenced within said time, this Franchise shall be declared
4 forfeited, provided that Grantee's obligation to commence construction
5 shall be extended, day for day, for each day that any stay or injunction
6 imposed by a court of competent jurisdiction, delays the issuance of all final
7 permits for, or construction of the Project and/or the Electrical Transmission
8 Line. The completion of the work shall be prosecuted diligently and in
9 good faith by Grantee.
- 10 g. Grantee shall, upon demand by County, and at the expense of Grantee,
11 precisely identify the location, by land survey measurements or other
12 accurate means, of the Electrical Transmission Line under this Franchise,
13 for the purpose of the design or construction of public works projects on
14 County rights-of-way.
- 15 h. Grantee shall relocate without expense to County any portion of the
16 Electrical Transmission Line installed, used, and maintained under this
17 Franchise if and when made necessary by any lawful change of grade,
18 alignment, or width of any public street, way, alley, or place by County.
- 19 i. Before any excavation or other work requiring excavation in the Franchise
20 Area, Grantee shall notify County Transportation Director, no less than
21 thirty (30) days prior to commencement of such excavation or work.
22 Provided that, in cases of emergency requiring immediate action, Grantee
23 may make excavations and perform work in the Franchise Area to repair
24 and restore the Electrical Transmission Line without giving prior notice to
25 County Transportation Director of such excavation and work, but notice
26 thereof shall be given to said Director promptly after the commencement of
27 such excavation and work. In all cases, Grantee at its own cost and expense
28 shall without unnecessary delay replace and restore the excavated portion of

1 the Franchise Area to as good condition as it was prior to such excavation
2 and work.

- 3 j. In the event the County takes action which compels the Project to stop all
4 power production for a period longer than ninety (90) consecutive days for
5 any reason other than a default under this ordinance or a violation of the
6 conditions of approval of any existing permit issued by the County for the
7 Project, the next payment due under section 4.a. of this ordinance shall be
8 reduced in proportion to the amount of time the Project was compelled by
9 County to remain inoperative.

10 Section 6. REMOVAL. Upon surrender, abandonment, termination, or forfeiture of
11 this Franchise, Grantee shall, upon written request of County and at its own expense, remove its Electrical
12 Transmission Line and all ancillary equipment from County roadways and rights of way, properly and
13 lawfully dispose of all such materials and ancillary equipment, and restore the Franchise Area to its
14 original condition.

15 Section 7. INDEMNIFICATION.

- 16 a. Grantee shall defend, indemnify and hold harmless County Parties from any
17 liability whatsoever, based or asserted upon any act or omission, including
18 but not limited to negligent acts or omissions, of Grantee, its officers,
19 agents, employees, subcontractors and independent contractors, for property
20 damage, bodily injury, or death or any other element of damage of any kind
21 or nature, relating to or, in any way connected with or arising from any
22 operations under this Franchise, specifically excluding therefrom the gross
23 negligence or willful misconduct of the County Parties. The obligation to
24 defend, indemnify and hold harmless expressed herein shall include,
25 without limitation, attorney fees, expert fees and investigation expenses and
26 shall survive until any and all claims, actions and causes of action with
27 respect to any and all such alleged acts or omissions are fully and finally
28 barred by the applicable statute of limitations, unless such statute of

1 limitations is overturned by any court of jurisdiction whereupon the
2 indemnification shall continue until all issues are fully resolved.

- 3 b. Grantee shall also defend, indemnify and hold harmless County Parties
4 from any action or claim brought by any third party to attack, set aside, void
5 or annul County's approval of this Franchise, this ordinance or any
6 subsequently issued encroachment permit. The obligation to defend,
7 indemnify and hold harmless expressed herein shall include, without
8 limitation, attorney fees, expert fees and investigation expenses and shall
9 survive until any and all claims, actions and causes of action with respect to
10 any and all alleged acts or omissions are fully and finally barred by any
11 applicable statute of limitations, unless such statute of limitations is
12 overturned by any court of jurisdiction whereupon the indemnification shall
13 continue until all issues are fully resolved.

14 Section 8. INSURANCE. Without limiting or diminishing Grantee's obligation to
15 indemnify or hold County harmless, Grantee shall procure and maintain or cause to be maintained, at its
16 sole cost and expense, the following insurance coverages during the term of this ordinance which either
17 meet the limits of liability set forth below or are covered when combined with excess umbrella policies.

18 a. Workers' Compensation:

19 Grantee shall maintain statutory Workers' Compensation Insurance
20 (Coverage A) as prescribed by the laws of the State of California. Policy
21 shall include Employer's Liability (Coverage B) including Occupational
22 Disease with limits not less than one million (\$1,000,000) per person per
23 accident. Policy shall be endorsed to waive subrogation in favor of County.

24 b. Commercial General Liability:

25 Grantee shall maintain Commercial General Liability insurance coverage,
26 including but not limited to, premises liability, contractual liability,
27 completed operations, personal and advertising injury covering claims
28 which may arise from or out of Grantee's performance of its obligations

1 hereunder. Policy shall include County Parties as an additional insured with
2 respect to Grantee's performance hereunder. Policy's limit of liability shall
3 not be less than five million dollars (\$5,000,000) in the aggregate and not
4 less than three million dollars (\$3,000,000) per occurrence.

5 c. Vehicle Liability:

6 Grantee shall maintain liability insurance for all owned, non-owned or hired
7 vehicles in an amount not less than one million (\$1,000,000) per occurrence
8 combined single limit. If such insurance contains a general aggregate limit,
9 it shall apply separately to this Franchise or be no less than two (2) times
10 the occurrence limit. Policy shall name County Parties as an additional
11 insured.

12 d. General Insurance Provisions - All lines:

- 13 1. Any insurance carrier providing insurance coverage hereunder shall
14 be admitted to the State of California and have an A.M. BEST rating
15 of not less than an A: VII (A: 7) unless such requirements are
16 waived, in writing, by the County Risk Manager. If County's Risk
17 Manager waives a requirement for a particular insurer such waiver is
18 only valid for that specific insurer and only for one policy term.
- 19 2. Grantee's insurance carrier(s) must declare its insurance deductibles
20 or self-insured retentions. If such deductibles or self-insured
21 retentions exceed five hundred thousand dollars (\$500,000) per
22 occurrence such deductibles and/or retentions shall have the prior
23 written consent of County Risk Manager before commencement of
24 construction under this Franchise. Upon notification of deductibles
25 or self-insured retentions which are deemed unacceptable to County,
26 at the election of County's Risk Manager, Grantee's carriers shall
27 either: (i) reduce or eliminate such deductibles or self-insured
28 retentions as respects this Franchise with County, or (ii) procure a

1 bond which guarantees payment of losses and related investigations,
2 claims administration, defense costs and expenses.

- 3 3. Prior to commencement of construction of the Project or each phase
4 of the Project and annually thereafter, at the anniversary of the
5 Grantee's insurance renewals, Grantee shall cause its insurance
6 carrier(s) to furnish County with: (i) a properly executed original
7 certificate(s) of insurance and certified original copies of
8 endorsements effecting coverage as required herein; or, (ii) if
9 requested to do so orally or in writing by County Risk Manager,
10 allow County Risk Manager to review a certified copy of the
11 original policy and all endorsements thereto at the offices of the
12 Risk Manager or provide original Certified copies of policies
13 including all endorsements and all attachments thereto, showing
14 such insurance is in full force and effect. Further, to the extent
15 available from the insurance company, said certificate(s) and
16 policies of insurance shall contain the covenant of the insurance
17 carrier(s) providing that no less than thirty (30) days written notice
18 be given to County prior to any material modification or
19 cancellation of such insurance. In the event of a material
20 modification or cancellation of coverage, County may forfeit this
21 Franchise as provided below if Grantee does not have such
22 insurance reinstated or replaced within the cure period specified in
23 section 13. Evidence of any such reinstatement or replacement shall
24 include a properly executed original certificate of insurance and
25 original copies of endorsements or certified original policies,
26 including all endorsements and attachments thereto evidencing
27 coverages and the insurance herein is in full force and effect.
28 Individual(s) authorized by the insurance carrier to do so on its

1 Section 10. TRANSFERS AND ASSIGNMENTS. Grantee shall have the right to
2 transfer this Franchise, in whole or in part, or assign all or part of its rights and interests hereunder,
3 including, without limitation, granting a security interest to any lender or any other investor. In such
4 event, Grantee shall provide County, within thirty (30) days of any sale, transfer, assignment or lease of
5 this Franchise or any part hereof, with written evidence of the transaction certified by Grantee or its duly
6 authorized officers. Grantee shall also provide written evidence, in a form reasonably acceptable to
7 County, establishing to County's satisfaction that any transferee or assignee (other than a lender that has
8 not foreclosed on its security interest) is in financially sound condition and able to comply with the
9 obligations of Grantee under this Franchise; County shall have the right to request additional information
10 to confirm the foregoing. Establishing County's satisfaction shall not require unreasonable measures or
11 criteria. Any such transferee or assignee shall remain subject to all the terms and conditions in this
12 ordinance including the obligation to maintain insurance coverage in the amounts specified in this
13 ordinance.

14 Section 11. GOVERNMENT AGENCY WORK.

- 15 a. A Government Agency may improve any highway or portion thereof in
16 which Grantee's Electrical Transmission Line has been constructed or
17 installed, and may construct, install, repair and maintain any such highway,
18 and may remove from any such highway any public improvement.
- 19 b. Provided a Government Agency gives written notice to Grantee thirty (30)
20 days in advance of the date work is to be done pursuant to any right
21 reserved in subdivision a of this section, specifying the general nature of the
22 work and area in which the work is to be performed, Grantee shall, upon
23 request of the Government Agency, disconnect and relocate the Electrical
24 Transmission Line in the Franchise Area to such extent and in such manner
25 as shall be necessary to permit the performance of such work, and to permit
26 the maintenance, operation and use of such public improvement or of the
27 highway as so improved. The Government Agency shall, to the extent
28 possible, minimize interference with Grantee's property and operations

1 pursuant to this Franchise. All of such things to be done and work to be
2 performed by Grantee shall be at the sole cost and expense of Grantee.

3 c. Grantee shall, upon written notice from a Government Agency to relocate a
4 portion of the Electrical Transmission Line that is in conflict with a public
5 works project on the public right of way, cause the conflicting portion of
6 said Electrical Transmission Line to be relocated in a diligent manner as to
7 avoid any unreasonable delays or costs to the public works project. Any
8 direct costs incurred by the Government Agency, resulting from a delay to a
9 public works project directly caused by the failure of Grantee to relocate the
10 conflicting portion of Grantee's Electrical Transmission Line in a diligent
11 manner as to avoid any unreasonable delay, shall be the responsibility of
12 Grantee, which shall reimburse said costs to the Government Agency upon
13 demand.

14 d. No provision of this Franchise shall be so construed as to impose upon a
15 Government Agency any duty or obligation to construct, repair or maintain
16 any highway included in the area in which Grantee's Electrical
17 Transmission Line is located in any particular manner or to any particular
18 standard.

19 e. In the event that a Government Agency, shall hereafter construct, install,
20 reconstruct or repair any bridge or artificial support in or underlying any
21 highway in which Grantee's Electrical Transmission Line is located or
22 which is prescribed as the location for any of Grantee's Electrical
23 Transmission Line, and in the event that the cost thereof be increased in
24 order to provide for the installation, maintenance or operation of Grantee's
25 Electrical Transmission Line in or on the highway area covered or underlain
26 by said bridge or other artificial support, then Grantee shall pay to such
27 Government Agency doing such work the full amount of such increase of
28 cost upon completion of such construction, installation or repair.

1 Section 12. ENCROACHMENT PERMIT. No encroachment permit shall be issued for
2 work to be undertaken in the Franchise Area, until Grantee has filed its written acceptance of the terms
3 and conditions of this Franchise as specified in section 21. Following Grantee's acceptance of this
4 Franchise, and provided that Grantee and its contractors have complied with all applicable permit
5 issuance requirements established by County under Ordinance No. 499, Grantee shall be entitled to, and
6 County shall issue, any requested encroachment permits consistent with this Franchise within sixty (60)
7 days of application.

8 Section 13. FORFEITURE.

9 a. Any neglect, failure or refusal of Grantee to comply with any provision of
10 this Franchise, following notice and opportunity to cure as provided below,
11 shall constitute cause for possible forfeiture of this Franchise at the
12 discretion of the Board of Supervisors. Following such an uncured default,
13 the Board of Supervisors may hold a hearing, at which Grantee and any
14 lender shall have the right to appear and be heard. Following such hearing,
15 the Board of Supervisors may determine whether the provision at issue is
16 material and essential to this Franchise, whether Grantee is in default with
17 respect thereto and may declare this Franchise forfeited. Notice of the
18 hearing shall be given to Grantee, and any lender previously identified to
19 County, in accordance with the notice provisions of this ordinance not less
20 than thirty (30) days before said hearing. If this Franchise is forfeited
21 pursuant to the foregoing, County may exclude Grantee from any further
22 use of the Franchise Area under this Franchise; and Grantee shall thereupon
23 surrender all rights in and to the same, and this Franchise shall be deemed
24 and shall remain null, void and of no effect. From time to time, upon
25 request of Grantee or any lender, County shall confirm in writing to Grantee
26 and any lender whether Grantee is in compliance with the terms and
27 conditions of this ordinance.
28

- b. County may sue in its own name for the forfeiture of this Franchise, in the event of noncompliance with any of the provisions or conditions hereof by Grantee.
- c. Grantee shall be liable to County for all damages proximately resulting from the failure of Grantee to observe and perform any provision of this Franchise.
- d. Grantee shall have ten (10) business days (and any lender shall have thirty (30) days) after written notice from County of a monetary default, or failure to carry required insurance, to cure said default to the satisfaction of the County. Grantee shall have thirty (30) days (and any lender shall have sixty (60) days) after written notice from County of any non-monetary default to cure said default to the satisfaction of the County or, if such default is not capable of cure within such time period, Grantee shall commence to cure such default within such time period and shall complete the cure of such default within a reasonable time thereafter.

Section 14. SECURITY/FAITHFUL PERFORMANCE BOND

- a. Within one (1) year following the effective date of this ordinance or prior to construction of the Electrical Transmission Line within the Franchise Area, whichever comes first, Grantee shall provide to County a faithful performance bond in the sum of not less than seven hundred twenty thousand dollars (\$720,000) payable to County and executed by a corporate surety acceptable to County and licensed to transact business as a surety in the State of California. Such bond shall be payable to the extent that Grantee shall fail to faithfully perform any of its obligations under this Franchise (specifically excluding, however, any and all consideration and payment obligations pursuant to section 4 of this ordinance, other than the repair obligations under subsection g. of section 4, which repair obligations shall be included in the obligations secured by the faithful performance

1 bond and specifically excluding any construction obligations secured by the
2 letter of credit required for any encroachment permit). In the event that
3 Grantee fails to so perform, County may elect to make a claim under the
4 bond equal to that amount necessary to undertake and complete such failed
5 performance.

6 b. Throughout the term of this Franchise, Grantee shall maintain the faithful
7 performance bond in the amount specified herein. Within thirty (30) days
8 after written notice from County that any amount has been paid on the bond
9 as provided in this section, Grantee shall restore the bond to the full amount
10 specified herein, reduced by the amount of those obligations that County, in
11 its reasonable discretion, determines have been fully satisfied.

12 c. The faithful performance bond shall continue to exist for one (1) year
13 following any sale, transfer, or assignment of this Franchise (unless
14 replaced by a satisfactory replacement bond from the successor Grantee), or
15 following the expiration or termination of this Franchise. County may
16 release said bond prior to the end of the one (1) year period upon its
17 determination that Grantee has satisfied all the obligations of this ordinance
18 that are to be secured by the bond.

19 d. County, in its reasonable discretion, may accept alternative security to meet
20 the above bonding requirements in the form of an irrevocable letter of
21 credit, certificate of deposit, or a cash deposit acceptable to County as an
22 alternative to the faithful performance bond as described above. Such
23 alternative security shall be made payable to County and shall be deposited
24 with County.

25 e. The types and amounts of the performance bond or alternative security
26 coverage shall be subject to review and adjustment at five (5) year intervals
27 during the term of this Franchise, to the extent that County or Grantee
28 demonstrates that the costs of the obligations to be secured by the bond

1 have materially increased or decreased. In the event of such adjustment,
2 Grantee agrees to provide the adjusted coverage within thirty (30) days after
3 written notice from County. Grantee and County shall meet and confer to
4 attempt to resolve any dispute with regard to this subsection. Provided,
5 however, that neither County nor Grantee shall by meeting and conferring
6 waive any and all legal rights and remedies with respect to such dispute.

7 f. No Franchise operations shall commence until Grantee has complied with
8 the requirements of this section.

9 Section 15. NOTICES. Any notice with respect to this Franchise shall be in writing and
10 shall be made to all parties (including any lender or other assignee) and will be effective (i) immediately
11 upon delivery in person, provided delivery is made during regular business hours or receipt is
12 acknowledged by a person reasonably believed by the delivering party to be employed by the recipient, or
13 (ii) 24 hours after deposit with a commercial courier or delivery service for overnight delivery, provided
14 delivery is made during regular business hours or receipt is acknowledged by a person reasonably
15 believed by the delivering party to be employed by the recipient, or (iii) three (3) days after deposit with
16 the United States Postal Service postage prepaid, certified mail, return receipt requested. All notices must
17 be properly addressed and delivered to the parties at the addresses set forth below, or at such other
18 addresses as any party may subsequently designate by written notice:

19 If to County: Clerk of the Board of Supervisors
20 4080 Lemon Street, 1st Floor
21 Riverside, CA 92501
22 (951) 955-1060
23 (951) 955-1071

24 If to Grantee: EDF Renewable Energy, Inc.
25 15445 Innovation Drive
26 San Diego, CA 92128
27 Telephone No.: (858) 521-3324
28 Fax No.: (858) 521-3595

1 Attn: Robert F. Miller

2 With a copy to: Marten Law

3 455 Market Street, Suite 2200

4 San Francisco, CA 94105

5 Telephone No.: (415) 684-9358

6 Fax No.: (415) 684-9360

7 Attn: Andrew C. Bell

8 Section 16. LENDER PROTECTION. In addition to the specific provisions set forth in
9 this ordinance, County agrees that any lender with a security interest in Grantee's interest in this
10 Franchise shall have customary and commercially reasonable mortgagee protection provisions to
11 preserve, protect, and acquire Grantee's interest in this Franchise, including, without limitation, the right
12 for any lender to a replacement Franchise if this Franchise is surrendered, abandoned or forfeited pursuant
13 to a Grantee bankruptcy. Upon request of Grantee's lender, County shall process an amendment to this
14 Franchise to add specific, customary and commercially reasonable mortgagee protection provisions as
15 may be reasonably requested by any such lender.

16 Section 17. POSSESSORY INTEREST. This Franchise may create a possessory
17 interest that may be subject to taxation, if created, and the party in whom the possessory interest is vested
18 may be subject to the payment of the property taxes levied on the interest.

19 Section 18. NON-EXCLUSIVE FRANCHISE. This Franchise shall not be exclusive.
20 The Board of Supervisors reserves and shall have the right and power to grant other and additional
21 franchises to persons, firms and corporations as authorized and provided by law, provided that any such
22 additional franchises do not unreasonably interfere with the Franchise granted hereunder.

23 Section 19. AMENDMENTS. This ordinance may be amended in whole or in part
24 only by written consent of the parties in the manner prescribed by law for the amendment of ordinances.
25 Any amendment to this ordinance shall also require the consent of any lender.

26 Section 20. SEVERABILITY. If any provision, clause, sentence or paragraph of this
27 ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity
28 shall not affect the other provisions of this ordinance which can be given effect without the invalid

EXHIBIT "A"

LEGAL DESCRIPTION

BEING PORTIONS OF:

(A) The Right-of-Way of Kaiser Road, said road being a public road easement per that certain document recorded June 20, 1962 as Document No. 57641, recorded in Book 3164 Page 201 of Official Records, County of Riverside, State of California, lying within Section 27, and Section 34 of Township 4 South, Range 15 East, and Section 3, Section 10, Section 15, and Section 22 of Township 5 South, Range 15 East, all of the San Bernardino Meridian,

AND:

(B) The aforementioned County of Riverside's Fee Interest in a portion of Kaiser Road pursuant to that certain document recorded November 26, 1962 as Document No. 108734, recorded in Book 3266 Page 275 of Official Records of said County, lying within the north one-half of Section 15, Township 5 South, Range 15 East, San Bernardino Meridian,

(The aforementioned Rights-of-Way also being shown on a Record of Survey filed in Book 39, Pages 52 through 54 inclusive of Surveys, Records of said County of Riverside,)

FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING a the northwest corner of the aforementioned Section 27, Township 4 South, Range 15 East,

Thence along the northerly line of said Section 27 North $89^{\circ}24'07''$ East, 1249.59 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 9,800.00 feet, a radial line of said curve to said point bears North $70^{\circ}48'02''$ East, said point being located on the westerly Right-of-Way of the aforementioned Kaiser Road and being the **POINT OF BEGINNING**;

Thence along said Right-of-Way and said curve southerly, through a central angle of $18^{\circ}28'27''$, an arc distance of 3159.86 feet;

Thence tangent from said curve continuing along said westerly Right-of-Way South $00^{\circ}43'31''$ East, 25,735.71 feet;

Thence leaving said westerly Right-of-Way, North $88^{\circ}50'11''$ East 300.01 feet the easterly Right-of-Way of said Kaiser Road;

Thence along said easterly Right-of-Way North $00^{\circ}43'31''$ West 260.00 feet;

Thence leaving said easterly Right-of-Way, South 88°50'11" West 113.00 feet to a line parallel with and 187.00 feet easterly of the aforementioned westerly Right-of-Way of Kaiser Road;

Thence along said parallel line North 00°43'31" West 25,474.28 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 9,987.00 feet, said curve is concentric with and 187.00 feet easterly of the aforementioned westerly Right-of-Way of Kaiser Road;

Thence northerly along said concentric curve through a central angle of 15°21'21", an arc distance of 2,676.61 feet;

Thence non-tangent from said curve, North 89°24'07" East 117.20 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 10,100.00 feet, a radial line of said curve to said point bears North 74°05'47" East, said point being located on a the aforementioned easterly Right-of-Way of Kaiser Road;

Thence northerly along said curve and said easterly Right-of-Way through a central angle of 02°43'27", an arc distance of 480.21 feet to the aforementioned northerly line of Section 27 Township 4 South, Range 15 East;

Thence non-tangent from said curve and said easterly Right-of-Way along said northerly line, South 89°24'07" West 316.01 feet to the **POINT OF BEGINNING**.

CONTAINING 125.96 Acres, more or less.

EXHIBIT "B" – RIGHT-OF-WAY PLAT, attached hereto and by this reference made a part hereof.

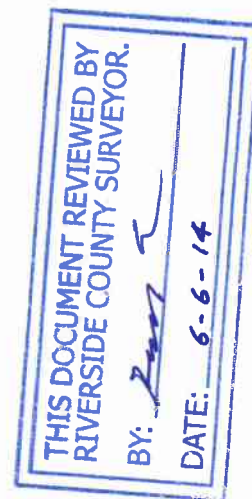
This description was prepared by me
or under my direction.



Benjamin Daniel Egan, PE, PLS

License Number: LS 8756

Prepared 6/4/2014



ATTACHMENT 4

PUBLIC USE PERMIT Case #: PUP00914

Parcel: 807-171-005

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1

USE - PROJECT DESCRIPTION

RECOMMND

The use hereby permitted is to construct, operate, and maintain a 220 kilovolt (kV) electrical transmission line (herein referred to as the "Gen-Tie Line") in connection with its 150-megawatt solar photovoltaic solar energy-generating facility known as the "Desert Harvest Solar Project" located approximately five miles north of Desert Center. The Gen-Tie Line will connect the electrical output of Solar Project to Southern California Edison's Red Bluff Substation. The Gen-Tie Line is proposed to exit the northwest portion of the solar farm site, run south along the west side of Kaiser Road, turn east just north of Desert Center, and then run south across Interstate 10 to the proposed substation. The majority of the Gen-Tie Line is proposed to run under, along, across or upon the County of Riverside's Kaiser Road rights-of-way (a total distance of approximately 5.8 miles). Public Use Permit No. 914 (herein referred to as the "PUP") directly affects two (2) portions of Kaiser Road rights-of-way and consists of Alternative B and Alternative C. Alternative B would be shared transmission poles with "Desert Sunlight Solar Project" (PUP00909) and Alternative C would be additional transmission poles. The two (2) PUP portions and both alternatives would consist of approximately eight (8) transmission poles crossing a total distance of approximately 1.1 miles crossing land under the jurisdiction of the County of Riverside, which requires the Applicant to obtain a Public Use Permit pursuant to Riverside County Ordinance (RCO) No. 348, Section 18.29. The two (2) PUP portions are adjacent to APN's 807-171-005 and 808-161-001 and comprise a total area of approximately 22 acres under County jurisdiction.

10. EVERY. 2

USE - HOLD HARMLESS

RECOMMND

The applicant/permittee or any successor-in-interest shall defend, indemnify, and hold harmless the County of Riverside or its agents, officers, and employees (COUNTY) from the following:

(a) any claim, action, or proceeding against the COUNTY to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the PUBLIC USE PERMIT; and,

PUBLIC USE PERMIT Case #: PUP00914

Parcel: 807-171-005

10. GENERAL CONDITIONS

10. EVERY. 2 USE - HOLD HARMLESS (cont.)

RECOMMND

(b) any claim, action or proceeding against the COUNTY to attack, set aside, void or annul any other decision made by the COUNTY concerning the PUBLIC USE PERMIT, including, but not limited to, decisions made in response to California Public Records Act requests.

The COUNTY shall promptly notify the applicant/permittee of any such claim, action, or proceeding and shall cooperate fully in the defense. If the COUNTY fails to promptly notify the applicant/permittee of any such claim, action, or proceeding or fails to cooperate fully in the defense, the applicant/permittee shall not, thereafter, be responsible to defend, indemnify or hold harmless the COUNTY.

The obligations imposed by this condition include, but are not limited to, the following: the applicant/permittee shall pay all legal services expenses the COUNTY incurs in connection with any such claim, action or proceeding, whether it incurs such expenses directly, whether it is ordered by a court to pay such expenses, or whether it incurs such expenses by providing legal services through its Office of County Counsel.

10. EVERY. 3 USE - DEFINITIONS (1)

RECOMMND

The words identified in the following list that appear in all capitals in the attached conditions of Public Use Permit No. 914 shall be henceforth defined as follows:

APPROVED EXHIBIT A = Public Use Permit No. 914, Exhibit A (Sheets 1-2), Amended No. 1, dated January 9, 2013.

10. EVERY. 5 USE - DEFINITIONS (2)

RECOMMND

The words or any combination thereof identified in the following list that appear in the attached conditions of Public Use Permit No. 914 shall be considered to be equivalent and are identified as follows:

Applicant/Permittee, Permit Holder/Permittee, Applicant, Permit Holder, Permit Holder's, and Developer.

06/09/14
11:58

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 3

PUBLIC USE PERMIT Case #: PUP00914

Parcel: 807-171-005

10. GENERAL CONDITIONS

10. EVERY. 6 USE - BOS B-29 POLICY RECOMMND

In order to secure public health, safety, and welfare, this project, including the Public Use Permit, franchise agreement, and the encroachment permit shall be subject to the requirements of Board of Supervisors Policy Number B-29.

BS GRADE DEPARTMENT

10.BS GRADE. 1 USE - GENERAL INTRODUCTION RECOMMND

Public Use Permit No. 914 proposes to construct a 220KV Gen-Tie line within BLM jurisdiction and within the County of Riverside right of way. No grading is proposed outside of the road right of way, therefore the Grading Division has no objection to this proposal.

BS PLNCK DEPARTMENT

10.BS PLNCK. 1 USE - BUILD & SAFETY PLNCK RECOMMND

All installation and construction shall conform to California Electrical Code (CEC) and California Public Utilities Commission standards.

Where portions of the installation and construction encroach into Riverside County Jurisdictional areas, the applicant shall contact the Riverside County Building Department for permit issuance requirements.

E HEALTH DEPARTMENT

10.E HEALTH. 1 PUP#914-UNMANNED FACILITY RECOMMND

Public Use Permit#914 is proposing to construct an unmanned solar generation facility without plumbing. Therefore, a proposal to connect to an onsite wastewater treatment system, advanced treatment unit, or sanitary sewer system is not required at this time. However, the Department of Environmental Health reserves the right to regulate in accordance with County Ordinances should further information indicate the requirements.

10.E HEALTH. 1 USE - HAZMAT CONTACT RECOMMND

Contact a Hazardous Materials Specialist, Hazardous Materials Management Division, at (951) 358-5055 for any additional requirements.

PUBLIC USE PERMIT Case #: PUP00914

Parcel: 807-171-005

10. GENERAL CONDITIONS

EPD DEPARTMENT

10.EPD. 1

- HMMP REPORT

RECOMMND

Prior to issuance of any grading permit, encroachment permit, or any site disturbance a Habitat Mitigation Monitoring Plan (HMMP) shall be prepared in accordance with the biological mitigation measures outlined in the approved EIR. This HMMP shall be prepared by a qualified biologist currently holding an MOU with the County of Riverside and shall be submitted to the Environmental Programs Division of the Planning Department for review and approval. The report shall clearly describe how the project will implement pre-construction surveys for burrowing owls, desert tortoise, kit fox, nesting birds, and any and all Best Management Practices, including the placement of desert tortoise exclusionary fencing and other avoidance and minimization measures to be implemented in order to limit the potential impacts to sensitive natural resources.

The report shall also clearly identify the pre-construction survey schedule, biological monitoring schedule and identify the qualified professional biologist conducting the work. If you have any questions about the content or requirements of the HMMP please contact the Environmental Programs Division at 951-955-6892.

FLOOD RI DEPARTMENT

10.FLOOD RI. 2

USE FLOOD HAZARD RPT 3/13/13

RECOMMND

Public Use Permit No. 914 is a proposal for a portion of a twelve mile 220KV Gen-Tie Line from the Desert Harvest 150KW solar generation facility. A portion of the transmission line facility is located with BLM jurisdiction and therefore not part of this review. This review is limited to the two parcels of land in which the transmission lines cross over and is under the jurisdiction of the County of Riverside. The site is located in the Desert Center area, north of Interstate 10 and west of Desert Center Rice Road.

The entire site lies within the State Department of Water Resources (DWR) awareness floodplain and is adopted into the Country's Floodplain Management Ordinance 458. The area lies within the Chuckawalla Valley and is subject to severe alluvial type flooding with sediment deposition and scouring.

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Parcel: 807-171-005

10. GENERAL CONDITIONS

10.FLOOD RI. 2 USE FLOOD HAZARD RPT 3/13/13 (cont.) RECOMMND

Since the proposal is to construct transmission lines with a disturbance area of approximately 30 square foot per tower, no increased runoff and/or impact to drainage pattern is anticipated. Minimal grading is anticipated. The District has no objections with the project as shown on the exhibit.

PLANNING DEPARTMENT

10.PLANNING. 1 USE - PALEO PRIMP & MONITOR RECOMMND

This site is mapped in the County's General Plan as having a High potential for paleontological resources. In addition, the EIS prepared for this project concluded a potential for impact to significant paleontologic resources. Thus, the proposed project site grading/earthmoving activities could potentially impact this resource. HENCE:

PRIOR TO ISSUANCE OF GRADING PERMITS OR ANY SITE DISTURBANCE, CONSISTENT WITH THE MITIGATION MONITORING REQUIREMENTS PRESCRIBED IN THE PROJECT EIS (MM-PAL-1 THROUGH MM-PAL-7):

1.The applicant shall retain a qualified paleontologist approved by the County of Riverside to create and implement a project-specific plan for monitoring site grading/earthmoving activities (project paleontologist).

2.The project paleontologist retained shall review the approved development plan and grading plan and shall conduct any pre-construction work necessary to render appropriate monitoring and mitigation requirements as appropriate. These requirements shall be documented by the project paleontologist in a Paleontological Resource Impact Mitigation Program (PRIMP). This PRIMP shall be submitted to the County Geologist for review and approval prior to issuance of a Grading Permit.

Information to be contained in the PRIMP, at a minimum and in addition to other industry standard and Society of Vertebrate Paleontology standards, are as follows:

1.Description of the proposed site and planned grading operations.

PUBLIC USE PERMIT Case #: PUP00914

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10. GENERAL CONDITIONS

10. PLANNING. 1 USE - PALEO PRIMP & MONITOR (cont.)

RECOMMND

2. Description of the level of monitoring required for all earth-moving activities in the project area.

3. Identification and qualifications of the qualified paleontological monitor to be employed for grading operations monitoring.

4. Identification of personnel with authority and responsibility to temporarily halt or divert grading equipment to allow for recovery of large specimens.

5. Direction for any fossil discoveries to be immediately reported to the property owner who in turn will immediately notify the County Geologist of the discovery.

6. Means and methods to be employed by the paleontological monitor to quickly salvage fossils as they are unearthed to avoid construction delays.

7. Sampling of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates.

8. Procedures and protocol for collecting and processing of samples and specimens.

9. Fossil identification and curation procedures to be employed.

10. Identification of the permanent repository to receive any recovered fossil material. * Per the County of Riverside "SABER Policy", paleontological fossils found in the County of Riverside should, by preference, be directed to the Western Science Center in the City of Hemet. A written agreement between the property owner/developer and the repository must be in place prior to site grading.

11. All pertinent exhibits, maps and references.

12. Procedures for reporting of findings.

13. Identification and acknowledgement of the developer for the content of the PRIMP as well as acceptance of financial responsibility for monitoring, reporting and curation fees.

The property owner and/or applicant on whose land the paleontological fossils are discovered shall provide appropriate funding for monitoring, reporting, delivery and

PUBLIC USE PERMIT Case #: PUP00914

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10. GENERAL CONDITIONS

10.PLANNING. 1 USE - PALEO PRIMP & MONITOR (cont.) (cont.) RECOMMND

curating the fossils at the institution where the fossils will be placed, and will provide confirmation to the County that such funding has been paid to the institution.

All reports shall be signed by the project paleontologist and all other professionals responsible for the report's content (eg. Professional Geologist), as appropriate. Two wet-signed original copies of the report(s) shall be submitted to the office of the County Geologist along with a copy of this condition and the grading plan for appropriate case processing and tracking. These documents should not be submitted to the project Planner, the Plan Check staff, the Land Use Counter or any other County office. In addition, the applicant shall submit proof of hiring (i.e. copy of executed contract, retainer agreement, etc.) a project paleontologist for the in-grading implementation of the PRIMP.

Safeguard Artifacts Being Excavated in Riverside County (SABER)

10.PLANNING. 1 USE - PALEO MONITORING REPORT RECOMMND

PRIOR TO GRADING FINAL:

The applicant shall submit to the County Geologist one wet-signed copy of the Paleontological Monitoring Report prepared for site grading operations at this site. The report shall be certified by the professionally-qualified Paleontologist responsible for the content of the report. This Paleontologist must be on the County's Paleontology Consultant List. The report shall contain a report of findings made during all site grading activities and an appended itemized list of fossil specimens recovered during grading (if any) and proof of accession of fossil materials into the pre-approved museum repository. In addition, all appropriate fossil location information shall be submitted to the Western Center, the San Bernardino County Museum and Los Angeles County Museum of Natural History, at a minimum, for incorporation into their Regional Locality Inventories.

10.PLANNING. 3 USE - COMPLY WITH ORD./CODES RECOMMND

The development of these premises shall comply with the standards of Ordinance No. 348 and all other applicable Riverside County ordinances and State and Federal codes.

PUBLIC USE PERMIT Case #: PUP00914

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10. GENERAL CONDITIONS

10.PLANNING. 3 USE - COMPLY WITH ORD./CODES (cont.) RECOMMND

The development of the premises shall conform substantially with that as shown on APPROVED EXHIBIT A, unless otherwise amended by these conditions of approval.

10.PLANNING. 4 USE - BUSINESS LICENSING RECOMMND

Every person conducting a business within the unincorporated area of Riverside County, as defined in Riverside County Ordinance No. 857, shall obtain a business license. For more information regarding business registration, contact the Business Registration and License Program Office of the Building and Safety Department at www.rctlma.org.buslic.

10.PLANNING. 5 USE - PREVENT DUST & BLOWSAND RECOMMND

Graded but undeveloped land shall be maintained in a condition so as to prevent a dust and/or blowsand nuisance and be provided with wind and water erosion control measures as approved by the Transportation Department and State air quality management authorities.

10.PLANNING. 6 USE - 90 DAYS TO PROTEST RECOMMND

The project applicant has 90 days from the date of approval of these conditions to protest, in accordance with the procedures set forth in Government Code Section 66020, The imposition of any and all fees, dedications, reservations and/or other exactions imposed on this project as a result of this approval or conditional approval of the project.

10.PLANNING. 7 USE - CAUSES FOR REVOCATION RECOMMND

In the event the use hereby permitted under this permit,
a) is found to be in violation of the terms and conditions of this permit,
b) is found to have been obtained by fraud or perjured testimony, or
c) is found to be detrimental to the public health, safety or general welfare, or is a public nuisance, this permit shall be subject to the revocation procedures.

10.PLANNING. 8 USE - ORD 847-NOISE-POWERTOOLS RECOMMND

In accordance with Section 6. b. of Ordinance No. 847, no person shall operate any power tools or equipment between

PUBLIC USE PERMIT Case #: PUP00914

Parcel: 807-171-005

10. GENERAL CONDITIONS

10.PLANNING. 8 USE - ORD 847-NOISE-POWERTOOLS (cont.) RECOMMND

the hours of 10:00 P.M. and 6:00 A.M. such that the power tools or equipment are audible to the human ear inside an inhabited dwelling other than the dwelling in which the power tools or equipment may be located. Additionally, no person shall operate any power tools or equipment at any other time (8:00 A.M. to 10:00 P.M.) such that the power tools or equipment are audible to the human ear inside an inhabited dwelling located at a distance greater than one hundred (100) feet from the power tools or equipment.

10.PLANNING. 9 REN ENG - UTILITY COORDINATION RECOMMND

The developer/permit holder shall ensure all distribution lines, electrical substations and other interconnection facilities are constructed to the specifications of the utility purveyor and/or building codes. Interconnection shall conform to the procedures and standards established by the Public Utilities Commission and all applicable laws.

10.PLANNING. 10 REN ENG - FUTURE INTERFERENCE RECOMMND

If the operation of this facility generates electronic interference with or otherwise impairs the operation of any communication facilities, the developer/permit holder shall take immediate action and consult with County Information Technology staff to develop and implement measures acceptable to the Department of Information Technology.

10.PLANNING. 14 REN ENG - NO FINAL NO CONNECT RECOMMND

The developer/permit holder shall ensure that the Department of Building and safety has completed their final inspection prior to connection to the utility purveyor.

10.PLANNING. 15 USE - SITE MAINTENANCE RECOMMND

The project site shall be kept in good repair. Graffiti shall be removed from any structures within one week of observation and/or notification.

10.PLANNING. 16 USE - CONFORM TO ELEVATIONS RECOMMND

Elevations of all structures shall be in substantial conformance with the elevations shown on the APPROVED EXHIBIT A.

PUBLIC USE PERMIT Case #: PUP00914

Parcel: 807-171-005

10. GENERAL CONDITIONS

10.PLANNING. 17 USE - FEES FOR REVIEW RECOMMND

Any subsequent submittals required by these conditions of approval, including but not limited to grading plan, building plan or mitigation monitoring review, shall be reviewed on an hourly basis (research fee), or other such review fee as may be in effect at the time of submittal, as required by Ordinance No. 671. Each submittal shall be accompanied with a letter clearly indicating which condition or conditions the submittal is intended to comply with.

10.PLANNING. 18 USE - CEASED OPERATIONS RECOMMND

In the event the use hereby permitted ceases operation for a period of one (1) year or more, this approval shall become null and void.

10.PLANNING. 19 USE - CLOSURE CLEAN UP RECOMMND

Upon surrender, abandonment, termination, or forfeiture, as set forth in the franchise agreement adopted via ordinance, the applicant/permittee shall, upon written request of the County and at its own expense, remove its Gen Tie Line and all ancilliary equipment from County roadways and rights of way, properly and lawfully dispose of all such materials and ancilliary equipment, and restore the areas subject to the PUP to their original condition.

10.PLANNING. 20 USE - B-29 SOLAR POLICY RECOMMND

In order to secure public health, safety and welfare, this project PUP00914 shall be subject to the requirements of Board of Supervisors Policy Number B-29 as well as the requirements of any applicable Ordinance, State and Federal Law.

10.PLANNING. 21 USE - PALEONTOLOGIST'S COMMENT RECOMMND

PUP00914

Under the Applicant's proposed solar facility, the direct and indirect impacts of project construction, operation, and decommissioning to paleontological resources as described in Section 4.7.5 of the EIS, would be significant under criteria PAL-1 (destruction of unique resources), PAL-2 (destruction of a unique feature), and PAL-3 (loss of scientific information).

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10. GENERAL CONDITIONS

10.PLANNING. 21

USE - PALEONTOLOGIST'S COMMENT (cont.)

RECOMMND

With implementation of Mitigation Measures MM PAL-1 through MM PAL-7, these impacts to paleontological resources would be mitigated to less than significant levels under CEQA by: retaining a paleontologist, preparing a paleontological resource management plan, pre-construction monitoring of geotechnical testing, development of a worker environmental awareness program, construction monitoring, recovery and testing of resources, submission of monthly progress reports, sample analysis, preparation of a final report, and the curation of collections and documents.

Under CEQA, there would be no unavoidable significant impacts to these resources.

The paleontological resource impact analysis performed in the EIS adequately addresses the potential impacts to this resource and the mitigation measures proposed are also adequate.

It should be noted, per the County's SABER (Safeguard Artifacts Being Excavated in Riverside County) Policy, paleontological fossils found in the County of Riverside should, by preference, be directed to the Western Science Center in the City of Hemet.

10.PLANNING. 23

USE-CULT RESOURCE MONITOR REQ

RECOMMND

PRIOR TO ANY GROUND DISTURBANCES- CULTURAL RESOURCES MONITORING REQUIRED:

As a result of information contained in archaeological reports from Applied Earthworks, Chambers Group, and ECORP, the project area is sensitive for both historic and prehistoric cultural resources. Although no archaeological sites were discovered within County jurisdiction parcels APN 807171005 or APN 808161001, one historic-period isolate (P-33-01848, can) was recorded in the -005 parcel. Prior to any ground disturbances, the applicant shall enter into a monitoring and mitigation service contract with a professionally qualified County certified archaeologist for services. This archaeologist shall be known as the "Project Archaeologist" and shall be included in any pre-construction meetings to provide cultural/historical sensitivity training, including the establishment of a set of guidelines for ground disturbances in sensitive areas with construction contractors and any required tribal or

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10. GENERAL CONDITIONS

10.PLANNING. 23

USE-CULT RESOURCE MONITOR REQ (cont.)

RECOMMND

special interest monitors. The Project Archaeologist shall manage and oversee monitoring for all ground disturbing activities (including, but not limited to, clearing, grubbing, boring, grading, trenching, stockpiling/staging of equipment/vehicles/materials, rock crushing, structure demolition, etc.) for each area of construction and associated areas. The Project Archaeologist shall have the authority to temporarily divert, redirect, or halt construction activities to allow for the identification, evaluation, and potential recovery/appropriate treatment of cultural resources that may become exposed in coordination with any required tribal or special interest monitors, and the construction superintendant.

The applicant shall submit a full executed copy of the contract for archaeological monitoring and mitigation services to the County Archaeologist to ensure compliance with this condition of approval. Upon verification, the Planning Department shall clear this condition.

Note: The project Archaeologist is responsible for implementing CEQA-based mitigation using standard professional practices for cultural resources archaeology.

The project Archaeologist shall coordinate with the County, applicant/developer and any required tribal or other special interest group monitor throughout the process as appropriate.

The Project Archaeologist's contract shall not modify any approved conditions of approval or mitigation measures. This condition shall not modify any approved condition of approval or mitigation measure.

10.PLANNING. 24

USE-INADVERTENT ARCHAEO FINDS

RECOMMND

The developer/permit holder or any successor in interest shall comply with the following for the life of this permit:

If during ground disturbance activities, cultural resources* are discovered that were not assessed by the archaeological report(s) and/or environmental assessment conducted prior to project approval, the following procedures shall be followed:

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10. GENERAL CONDITIONS

10.PLANNING. 24 USE-INADVERTENT ARCHAEO FINDS (cont.) RECOMMND

1. All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted until a meeting is convened between the developer, the project archaeologist**, and the County Archaeologist to discuss the significance of the find.

2. The developer shall call the County Archaeologist immediately upon discovery of the cultural resource to convene the meeting.

3. At the meeting, the significance of the discoveries shall be discussed and a decision is to be made, with the concurrence of the County Archaeologist, as to the appropriate mitigation (documentation, recovery, avoidance, etc) for the cultural resource.

4. Further ground disturbance shall not resume within the area of the discovery until a meeting has been convened with the aforementioned parties and a decision is made, with the concurrence of the County Archaeologist, as to the appropriate mitigation measures.

* A cultural resources site is defined, for this condition, as being three or more artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance.

** If not already employed by the project developer, a County approved archaeologist shall be employed by the project developer to assess the value/importance of the cultural resource, attend the meeting described above, and continue monitoring of all future site grading activities as necessary.

10.PLANNING. 25 USE-IF HUMAN REMAINS FOUND RECOMMND

The developer/permit holder or any successor in interest shall comply with the following codes for the life of this project:

Pursuant to State Health and Safety Code Section 7050.5, if human remains are encountered, no further disturbance shall occur until the County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resources Code Section 5097.98 (b), remains shall be left

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10. GENERAL CONDITIONS

10.PLANNING. 25 USE-IF HUMAN REMAINS FOUND (cont.)

RECOMMND

in place and free from disturbance until a final decision as to the treatment and their disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within the period specified by law. Subsequently, the Native American heritage Commission shall identify the "Most Likely Descendant". The Most Likely Descendant shall then make recommendations and meet with the property owner and the County Archaeologist concerning the treatment of the remains as provided in Public Resources Code Section 5097.98. Human remains from other ethnic/cultural groups with recognized historical associations to the project area shall also be subject to a meeting between appropriate representatives from that group and the County Archaeologist.

TRANS DEPARTMENT

10.TRANS. 1 USE-ENCROACHMNT/FRANCHISE AGR

RECOMMND

If for any reason the applicant or the project requires to use the public road right-of-way, it is the responsibility of the applicant or the developer to contact County Transportation Department for any encroachment permits.

Prior to the issuance of encroachment permit the applicant and/or developer shall contact County Counsel and also County Purchasing Department, to file the Franchise Agreement and get it approved by the Board of Supervisors. If for any reason Franchise Agreements do not get approved by the Board of Supervisors an encroachment permit cannot be issued. If Franchise Agreement is not approved by the Board of Supervisors, no construction or use can be commenced under this PUP.

10.TRANS. 2 USE - ENVIRONMENTAL CLEARANCES

RECOMMND

It shall be the responsibility of the permit holder to comply with the applicable Federal, State and County environmental laws, and receive any necessary environmental clearance and/or permits required for construction of the Gen-Tie Line prior to commencing any work as authorized by the encroachment permit. If the permittee fails to comply with the required environmental laws, the encroachment permit shall be subject to the County's revocation procedures.

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10. GENERAL CONDITIONS

10.TRANS. 3 USE - B-29 SOLAR POLICY

RECOMMND

In order to secure public health, safety and welfare, this project PUP00914 shall be subject to the requirements of Board of Supervisors Policy Number B-29 as well as the requirements of any applicable Ordinance, State and Federal Law.

Prior to the issuance of the encroachment permit for the Gen-Tie Line, a franchise agreement needs to be adopted by the Board of Supervisors via ordinance and a written acceptance thereof needs to be filed by the applicant/permittee with the Clerk of the Board. The franchise agreement shall contain provisions consistent with the requirements contained in Board of Supervisors Policy Number B-29. The adoption of an ordinance (franchise agreement) by the Board of Supervisors is a discretionary act and cannot be guaranteed, pre-committed or constrained. The County cannot guarantee the ultimate outcome of any public hearings before the Board of Supervisors on the franchise agreement. If for any reason, the ordinance regarding the franchise agreement is not adopted by the Board of Supervisors, an encroachment permit will not be issued for the Gen-Tie Line. If an encroachment permit cannot be issued because the ordinance regarding the franchise agreement is not adopted by the Board of Supervisors, no construction or use can be commenced under this PUP.

10.TRANS. 4 USE - ENCROACHMNT PERMIT/FINAL

RECOMMND

It is the responsibility of the applicant and/or developer to contact Riverside County Transportation Department to obtain an encroachment permit, per Ordinance No. 499, to place the Gen-tie lines and power poles within County road right-of-way, prior to installing and or disturbing any road right-of-way. The exact location of the power poles within the Kaiser Road rights-of-way shall be determined by the County during the encroachment permitting stage.

A security deposit (an irrevocable standby letter of credit in the amount of \$2.5 million in favor of the County issued by a financial institution acceptable to the County and in a form acceptable to the County) will be required by Transportation Department to ensure performance of the conditions of the public use permit and the encroachment permit and the replacement or restoration of the highway to the extent it is damaged by project construction

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10. GENERAL CONDITIONS

10.TRANS. 4 USE - ENCROACHMNT PERMIT/FINAL (cont.) RECOMMND

activities, including, as necessary, pavement surfaces, ground surfaces, and subsurfaces within highway rights-of-way, and survey monuments or other improvements that may have been disturbed. Also, the above mentioned deposit will ensure any reports or documentations due by the applicant and/or developer to any department of Riverside County be performed and completed, and that the final reports be submitted to each individual department. The security deposit will not be released until the applicant or developer provides a letter of completion from each department stating that they are satisfied with the project, and that they recommend the project to be finaled.

20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 4 USE-ARCHAEO MONITORING REPORT RECOMMND

Prior to final inspection of the encroachment permit, the developer/permit holder shall prompt the Project Archaeologist to submit one (1) wet-signed hard copy (paper) of the Phase IV Cultural Resources Archaeological Monitoring report that complies with the Riverside County Planning Department's requirements for such reports. The report shall include evidence of the required cultural/historical sensitivity training for the construction staff held during the ore-grade meeting. The Planning Department shall review the report to determine adequate mitigation compliance reporting. Provided the report is adequate, the Planning Department shall clear this condition and request the consultant to submit a final wet-signed hard copy (paper) of the report in addition to one (1) CD.

20.PLANNING. 5 USE - MITIGATION MONITORING RECOMMND

Prior to issuance of the encroachment permit for the Gen-Tie Line, the applicant/permittee shall prepare and submit a written Mitigation Monitoring and Reporting Program (MMRP) as defined by CEQA Guidelines Section 15097 to the Riverside County Planning Director. The mitigation measures set forth in the MMRP that are not otherwise included in these Conditions of Approval are hereby incorporated into these conditions of Approval and shall be

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20. PRIOR TO A CERTAIN DATE

20.PLANNING. 5 USE - MITIGATION MONITORING (cont.)

RECOMMND

enforced by the agency or agencies listed in the MMRP. These Conditions of Approval establish, including the MMRP, establish the timing of compliance with all conditions of approval and all mitigation measures applicable to this permit. The County shall enforce compliance with these Conditions of Approval as otherwise permitted by law pursuant to Condition 10.Planning.7 and as required by the procedures set forth in County Ordinance No. 348.

20.PLANNING. 6 USE - EXPIRATION DATE-CUP/PUP

RECOMMND

This approval shall be used within two (2) years of the approval date; otherwise, it shall become null and void and of no effect whatsoever. By use is meant the beginning of substantial construction contemplated by this approval within two (2) year period which is thereafter diligently pursued to completion or to the actual occupancy of existing buildings or land under the terms of the authorized use. Prior to the expiration of the two year period, the permittee may request a one (1) year extension of time in which to begin substantial construction or use of this permit. Should the one year extension be obtained and no substantial construction or use of this permit be initiated within three (3) years of the approval date this permit, shall become null and void. The obligation to use this permit shall be extended, day for day, for each day that any stay or injunction imposed by a court of competent jurisdiction delays the issuance of all final permits for, or construction of, the projects gen-tie line. Should the one-year extension be obtained and no substantial construction or use of this permit be initiated within three (3) years after the approval date of this permit, or the conclusion of the timeframe for extension due to any stay or injunction imposed by a court of competent jurisdiction, whichever date is later, this permit shall become null and void.

20.PLANNING. 7 USE - LIFE OF THE PERMIT

RECOMMND

The life of Public Use Permit No. 914 shall terminate on July 1, 2044. This permit shall thereafter be null and void and of no effect whatsoever.

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20. PRIOR TO A CERTAIN DATE

20.PLANNING. 8 PPA - REMOVE TEMPORARY USE RECOMMND

Prior to final inspection approval of the last utility pole, all temporary storage uses and construction trash shall be removed from the Project property and the temporary storage areas treated to prevent dust and blowsand.

20.PLANNING. 9 USE-CULT RESOURCE MONITOR REQ RECOMMND

PRIOR TO ANY ENCROACHMENT PERMIT OR ANY OTHER PERMIT THAT WOULD ALLOW GROUND DISTURBANCE - CULTURAL RESOURCES MONITORING REQUIRED:

As a result of information contained in archaeological reports from Applied Earthworks, Chambers Group, and ECORP, the project area is sensitive for both historic and prehistoric cultural resources. Although no archaeological sites were discovered within County jurisdiction parcels APN 807171005 or APN 808161001, one historic-period isolate (P-33-01848, can) was recorded in the -005 parcel. Prior to any ground disturbances, the applicant shall enter into a monitoring and mitigation service contract with a professionally qualified County certified archaeologist for services. This archaeologist shall be known as the "Project Archaeologist" and shall be included in any pre-construction meetings to provide cultural/historical sensitivity training, including the establishment of a set of guidelines for ground disturbances in sensitive areas with construction contractors and any required tribal or special interest monitors. The Project Archaeologist shall manage and oversee monitoring for all ground disturbing activities (including, but not limited to, clearing, grubbing, boring, grading, trenching, stockpiling/staging of equipment/vehicles/materials, rock crushing, structure demolition, etc.) for each area of construction and associated areas. The Project Archaeologist shall have the authority to temporarily divert, redirect, or halt construction activities to allow for the identification, evaluation, and potential recovery/appropriate treatment of cultural resources that may become exposed in coordination with any required tribal or special interest monitors, and the construction superintendant.

The applicant shall submit a full executed copy of the contract for archaeological monitoring and mitigation services to the County Archaeologist to ensure compliance with this condition of approval. Upon verification, the

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20. PRIOR TO A CERTAIN DATE

20.PLANNING. 9 USE-CULT RESOURCE MONITOR REQ (cont.) RECOMMND

Planning Department shall clear this condition.

Note: The project Archaeologist is responsible for implementing CEQA-based mitigation using standard professional practices for cultural resources archaeology. The project Archaeologist shall coordinate with the County, applicant/developer and any required tribal or other special interest group monitor throughout the process as appropriate.

The Project Archaeologist's contract shall not modify any approved conditions of approval or mitigation measures.

This condition shall not modify any approved condition of approval or mitigation measure.

TRANS DEPARTMENT

20.TRANS. 1 USE - ENVIRONMENTAL CLEARANCES RECOMMND

It shall be the responsibility of the permit holder to comply with the applicable Federal, State and County environmental laws, and receive any necessary environmental clearance and/or permits required for construction of the Gen-Tie Line prior to commencing any work as authorized by the encroachment permit. If the permittee fails to comply with the required environmental laws, the encroachment permit shall be subject to the County's revocation procedures.

20.TRANS. 2 USE - B-29 SOLAR POLICY RECOMMND

In order to secure public health, safety and welfare, this project PUP00914 shall be subject to the requirements of Board of Supervisors Policy Number B-29 as well as the requirements of any applicable Ordinance, State and Federal Law.

Prior to the issuance of the encroachment permit for the Gen-Tie Line, a franchise agreement needs to be adopted by the Board of Supervisors via ordinance and a written acceptance thereof needs to be filed by the applicant/permittee with the Clerk of the Board. The franchise agreement shall contain provisions consistent with the requirements contained in Board of Supervisors Policy Number B-29. The adoption of an ordinance

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Riverside County LMS
CONDITIONS OF APPROVAL

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20. PRIOR TO A CERTAIN DATE

20.TRANS. 2

USE - B-29 SOLAR POLICY (cont.)

RECOMMND

(franchise agreement) by the Board of Supervisors is a discretionary act and cannot be guaranteed, pre-committed or constrained. The County cannot guarantee the ultimate outcome of any public hearings before the Board of Supervisors on the franchise agreement. If for any reason, the ordinance regarding the franchise agreement is not adopted by the Board of Supervisors, an encroachment permit will not be issued for the Gen-Tie Line. If an encroachment permit cannot be issued because the ordinance regarding the franchise agreement is not adopted by the Board of Supervisors, no construction or use can be commenced under this PUP.

20.TRANS. 3

USE - IMPROVEMENTS

RECOMMND

Kaiser Road is an existing County road and is not structurally sound to carry the construction traffic of this project (PUP00914). It is the responsibility of this project to design structural section for Kaiser Road and improve existing road prior to start of any construction traffic.

ATTACHMENT 5

FOR COUNTY CLERK'S USE ONLY

[Empty rectangular box for County Clerk's use]

COUNTY OF RIVERSIDE
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

* REPRINTED * I1400814

4080 Lemon Street
Second Floor
Riverside, CA 92502
(951) 955-3200

39493 Los Alamos Road
Suite A
Murrieta, CA 92563
(951) 600-6100

38686 El Cerrito Road
Palm Desert, CA 92211
(760) 863-8277

Received from: DESERT HARVEST LLC \$50.00
paid by: AE 560424
paid towards: CFG06066 CALIF FISH & GAME: DOC FEE
CFG PUP 914
at parcel #:
appl type: CFG3

By _____ Apr 14, 2014 15:39
JCMITCHE posting date Apr 14, 2014

Account Code	Description	Amount
658353120100208100	CF&G TRUST: RECORD FEES	\$50.00

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

Additional info at www.rctlma.org