RIVERSIDE COUNTY
PLANNING DEPARTMENT

Steve Weiss, AICP
Planning Director

DATE: March 20, 2015

TO: Clerk of the Board of Supervisors

FROM: Planning Department - Riverside Office

SUBJECT: Blythe Mesa Solar Project (CUP03685, PUP00913, CZ07831, DA00079, and EIR00529)
(Charge your time to these case numbers)

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

- ☐ Place on Administrative Action (Receive & File; EOT)
  - ☐ Labels provided If Set For Hearing
    - ☐ 10 Day ☐ 20 Day ☐ 30 day
- ☐ Place on Consent Calendar
- ☐ Place on Policy Calendar (Resolutions; Ordinances; PNC)
- ☐ Place on Section Initiation Proceeding (GPIP)
- ☒ Set for Hearing (Legislative Action Required; CZ, GPA, SP, SPA)
- ☒ Publish in Newspaper:
  (4th Dist-Ely) Desert Sun and Palo Verde Times
- ☒ Environmental Impact Report
  - ☒ 10 Day ☐ 20 Day ☐ 30 day
- ☒ Notify Property Owners (app/agencies/property owner labels provided)

Controversial: ☒ YES ☐ NO

Designate Newspaper used by Planning Department for Notice of Hearing:
(4th Dist-Ely) Desert Sun and Palo Verde Times

Documents to be sent to County Clerk's Office for Posting within five days:
Notice of Determination
California Department of Fish & Wildlife Receipt (CFG05820)

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

Solar Case – (At Executive Office attention to Denise Harden)

please set for April 14th, 2015 BOS hearing.

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

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

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

FROM: TLMA – Planning Department

SUBMITTAL DATE:
March 20, 2015

SUBJECT: BLYTHE MESA SOLAR PROJECT - CHANGE OF ZONE NO. 7831, CONDITIONAL USE PERMIT NO. 3685, PUBLIC USE PERMIT NO. 913, ORDINANCE NO. 664.57, DEVELOPMENT AGREEMENT NO. 79 AND CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT NO. 529 – Applicant: Renewal Resources Group - Engineer/Representative Rupal Patel – Fourth Supervisorial District – Palo Verde Valley Area Plan - Location: Northerly and southerly of Interstate 10, westerly of Neighbors Boulevard and Arrowhead Boulevard and southerly and easterly of the Blythe Airport. [$0]

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

1. **ADOPT RESOLUTION NO. 2015-057 Certifying ENVIRONMENTAL IMPACT REPORT NO. 529,** adopting environmental findings pursuant to the California Environmental Quality Act, and adopting a Mitigation Monitoring and Reporting Program; and,

2. **TENTATIVELY APPROVE CHANGE OF ZONE NO. 7813,** amending the zoning classification for the subject property from Natural Assets (N-A), Controlled Development Areas 10 acre minimum (W-2-10), and Controlled Development Areas 5 acre minimum (W-2-5) to Light Agriculture 10 acre minimum

(continued next page)

Juan C. Perez
TLMA Director
SW:lr

Steve Weiss, AICP
Planning Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ N/A	$ N/A	$ N/A	$ N/A	Consent ☐ Policy ☐
NET COUNTY COST	$ N/A	$ N/A	$ N/A	$ N/A	

SOURCE OF FUNDS: Deposit based funds

Budget Adjustment: N/A

For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Departmental Concurrence

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

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

RECOMMENDED MOTION CONTINUED:

(A-1-10) in accordance with the Zoning Exhibit; based upon the findings and conclusions incorporated in the staff report pending final adoption of the Zoning Ordinance by the Board of Supervisors; and,

4. **APPROVE PUBLIC USE PERMIT NO. 913**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2015-057; and,

5. **APPROVE CONDITIONAL USE PERMIT NO. 3685**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2015-057; and

6. **INTRODUCE** and **ADOPT** on successive weeks of **ORDINANCE NO. 664.57,** an Ordinance of the County of Riverside Approving Development Agreement No. 79, based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2015-057.

BACKGROUND:
Summary

Conditional Use Permit No. 3685 proposes a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant) consisting of a solar array field utilizing single-axis solar PV trackers and panels with a combined maximum height of eight feet. Supporting facilities on-site would include up to three electrical substations, up to two operation and maintenance buildings, inverters, transformers, and associated switchgear. An approximate 334-acre portion of the 3,660-acre Project site is located within the City of Blythe jurisdiction, the remaining 3,326 acres is within the unicorporated area under the jurisdiction of the County.

Public Use Permit No. 913 proposes to permit a new 8.4 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line that would connect the proposed Project with the approved Colorado River Substation located west of the Project site subject to Public Use Permit (3.6 miles of the generation-tie line are located within the Project site subject to the jurisdiction of the County, and 4.8 miles are located off-site within a 125-foot-wide BLM ROW between the Project site and the Colorado River Substation).

Change of zone No. 7831 proposes to rezone approximately 1,249 acres from Controlled Development Areas 5 acre minimum and 10 acre minimum (W-2-5 and W-2-10) and Natural Assets (N-A) to Light Agriculture 10 acre minimum (A-1-10).

The applicant and County Staff have negotiated a **Development Agreement (DA No. 79)** consistent with the County's solar power plant program. County staff has reached an agreement with the applicant on the provisions of the development agreement. DA No. 79 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. DA No. 79 contains terms consistent with Board of Supervisors Policy No. B-29, including terms regarding annual public benefits payments and increases (Section 4.2 of DA No. 79) and terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law, which is a public benefit for the County (Section 4.3 of DA No. 79). Additionally, given the unique location of the Project, DA No. 79 recognizes the City of Blythe as a limited third party beneficiary of DA No. 79 and requires that the applicant pay 10% of the annual public benefits directly to the City of Blythe. The remainder of the annual public benefit payments will be used by the Board of Supervisors consistent with Resolution No. 2013-158 which establishes the requirements, limitations, and procedures concerning the use of payments collected under a development agreement

involving a solar power plant (Section 4.2.5 of DA No. 79). Finally, DA No. 79 also contains an agreement between the parties with regard to the computation of development impact fees using the surface mining fee category on a Project Area basis as set forth in Section 13 of Ordinance No. 659 (Section 4.4 and Exhibit G of DA No. 79). Per State law, a development agreement is a legislative act which must be approved by ordinance. Proposed Ordinance No. 664.57, an Ordinance of the County of Riverside Approving Development Agreement No. 79, incorporates by reference and adopts DA No. 79.

Approval and use of Conditional Use Permit No. 3685 and Public Use Permit No. 913 is conditioned upon Development Agreement No. 79 being entered into and effective.

The project is located northerly and southerly of Interstate 10, westerly of Neighbors Boulevard and Arrowhead Boulevard and southerly and easterly of the Blythe Airport.

Impact on Citizens and Businesses

The County and BLM prepared a joint Environmental Impact Report/Environmental Assessment. Environmental Impact Report No. 529 studied the overall Blythe Mesa Solar Project and its impacts, as described in the attached staff report and Resolution No. 2015-057. The project will aid in the transmission of renewable energy to the power grid.

SUPPLEMENTAL:

Additional Fiscal Information

As stated above, the applicant and County staff have reached an agreement on the provisions of Development Agreement No. 79. Under DA No. 79, the applicant will submit annual public benefit payments of $150 per acre, increased annually by 2% from and after 2013 (currently $156 per acre in 2015), based on the solar power plant net acre amount of 3,397.62 acres at full build out. The total "solar power plant net acreage", agreed upon by the applicant, was calculated using the definition in Board of Supervisors' Policy No. B-29. The project is scheduled to be built in phases and the initial annual public benefit payments will based on the solar power plant net acreage included in each phase until complete build out. DA No. 79 contemplates five phases (Section 3.4 and Exhibit F of DA No. 79). The first phase will include a solar power plant net acreage of 938.84 acres. The second phase will include a solar power plant net acreage of 232.92 acres. The third phase will include a solar power plant net acreage of 610.08 acres. The fourth phase will include a solar power plant net acreage of 257.96 acres. The fifth phase will include a solar power plant net acreage of 1357.82 acres. The applicant will also take agreed upon actions to ensure that local sales and use taxes are directly allocated to the County to the maximum extent possible under the law. Additionally, the applicant will submit an agreed upon Development Impact Fee (DIF) payment using the Palo Verde Valley surface mining fee category of $6,750 per acre on approximately 2,985.62 acres as set forth in Section 4.4 and Exhibit G of DA No. 79. The timing of the DIF payment will be in accordance with Ordinance No. 659 and any temporary reduction of fees approved by the board of Supervisors in place at the time of payment of the DIF shall be applicable to the project.

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

Agenda Item No.:
Area Plan: Palo Verde Valley
Zoning Areas: Chuckwalla and South Palo Verde
Supervisorial District: Fourth
Project Planner: Larry Ross
Board of Supervisors: April 14, 2015

FAST TRACK AUTHORIZATION NO. 2013-10
CONDITIONAL USE PERMIT NO. 3685
PUBLIC USE PERMIT NO. 913
CHANGE OF ZONE NO. 7831
DEVELOPMENT AGREEMENT NO. 79
Environmental Impact Report No. 529
Applicant: Renewal Resources Group
Engineer/Representative: Rupal Patel

Steve Weiss, AICP
Planning Director

COUNTY OF RIVERSIDE PLANNING DEPARTMENT
STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

The project is commonly referred to as the Blythe Mesa Solar Project and is comprised of the following land use cases:

Conditional Use Permit No. 3685 proposes a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant) consisting of a solar array field utilizing single-axis solar PV trackers and panels with a combined maximum height of eight feet. Supporting facilities on-site would include up to three electrical substations, up to two operation and maintenance buildings, inverters, transformers, and associated switchgear. The Project site will be secured 24 hours per day by on site private security personnel or remote services with motion-detection cameras. An equestrian-wire, wildlife-friendly and drainage-compatible security fence that meets National Electric Safety Code would be placed around the perimeter of the site. An approximate 334-acre portion of the 3,660-acre Project site is located within the City of Blythe jurisdiction, the remaining 3,326 acres is within the unicorporated area under the jurisdiction of the County.

Public Use Permit No. 913 proposes to permit a new 8.4 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line would connect the proposed Project with the approved Colorado River Substation located west of the Project site subject to Public Use Permit (3.6 miles of the generation-tie line are located within the Project site subject to the jurisdiction of the County, and 4.8 miles are located off-site within a 125-foot-wide BLM ROW between the Project site and the Colorado River Substation).

Change of zone No. 7831 proposes to rezone approximately 1,249 acres from Controlled Development Areas 5 acre minimum and 10 acre minimum (W-2-5 and W-2-10) and Natural Assets (N-A) to Light Agriculture 10 acre minimum (A-1-10).

Development Agreement No. 79 (DA No. 79): The applicant has proposed entering into a Development Agreement (DA No. 79) with the County for the Project consistent with the County's solar power plant program. Board of Supervisors Policy No. B-29 regarding Solar Power Plants states, "[N]o approval required by Ordinance Nos. 348 or 460 shall be given for a solar power plant unless the Board first approves a development agreement with the solar power plant owner and the development agreement is effective." County staff has reached an agreement with the applicant on the provisions of the development agreement. DA No. 79 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. DA No. 79 contains terms consistent with Board of Supervisors Policy No. B-29, including terms regarding annual public benefits payments and increases (Section 4.2 of DA No. 79) and terms requiring the applicant to take actions to

ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law (Section 4.3 of DA No. 79). Additionally, given the unique location of the Project, DA No. 79 recognizes the City of Blythe as a limited third party beneficiary of DA No. 79 and requires that the applicant pay 10% of the annual public benefits directly to the City of Blythe. The remainder of the annual public benefit payments will be used by the Board of Supervisors consistent with Resolution No. 2013-158 which establishes the requirements, limitations, and procedures concerning the use of payments collected under a development agreement involving a solar power plant (Section 4.2.5 of DA No. 79). Finally, DA No. 79 also contains an agreement between the parties with regard to the computation of development impact fees using the surface mining fee category on a Project Area basis as set forth in Section 13 of Ordinance No. 659 (Section 4.4 and Exhibit G of DA No. 79). Approval and use of Conditional Use Permit No. 3685 and Public Use Permit No. 913 are conditioned upon Development Agreement No. 79 being entered into and effective.

Per State law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.57, an Ordinance of the County of Riverside Approving Development Agreement No. 79, incorporates by reference DA No. 79 consistent with Government Code section 65867.5.

The Project is located in East Riverside County – Palo Verde Area Plan, approximately five miles west of central Blythe and 40 miles east of Desert Center; more specifically, the Project is located north and south of Interstate 10, west of Neighbors Boulevard and Arrowhead Boulevard and south and east of the Blythe Airport.

ISSUES OF POTENTIAL CONCERN:

The County and BLM prepared a joint Environmental Impact Report /Environmental Assessment for the Project under CEQA and the National Environmental Policy Act (NEPA). EIR No. 529 studied the project's potential environmental impacts.

The environmental resources listed below would sustain significant impacts under CEQA. However, with implementation of mitigation measures, these impacts would be reduced to less-than-significant levels under CEQA.

- Agriculture
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise
- Paleontological Resources
- Traffic and Transportation

Further, the EIR concluded that there are no impacts that are significant and unavoidable after mitigation. Therefore, the Board of Supervisors will not be required to make a statement of overriding considerations balancing the benefits of the project against its unavoidable environmental risks.

OVERVIEW:

The County has reviewed the project and determined that it is consistent with all zoning standards, the General Plan, and all other applicable ordinances. Additionally, the EIR has been completed in accordance and consistent with all California Environmental Quality Act (CEQA) requirements.

The project would help the State achieve its renewable energy goals and mandates. The production renewable energy from the project has the added benefit of reducing air quality impacts and GHG emissions that would be produced by fossil-fuel based generation facilities. As explained in the EIR, the project would be developed on contiguous lands with an excellent solar resource and is within close proximity to transmission infrastructure and access roads in order to minimize environmental impacts. The project would employ an average of 102 construction workers over a 24-month period and would provide approximately 12 permanent, full-time jobs in the County. It will also provide other important benefits to the local and regional economy from the purchase of equipment and supplies, sales tax revenue as agreed upon in the terms of DA No. 79, and benefits to temporary housing establishments, such as hotels and motels. Additionally, the project will result in the contribution of significant development impact fees under Ordinance No. 659 which would assure that the project pays its fair share of capital costs of facilities, as defined in Ordinance No. 659, associated with development of the project.

SUMMARY OF FINDINGS:

1. Existing General Plan Land Use (Ex. #5):	Agriculture(AG) and Rural Community (RC-EDR)
2. Surrounding General Plan Land Use (Ex. #5):	Rural Residential(RR) and Agriculture(AG) to the south, Rural Community (RC-EDR) and Agriculture(AG) to the east, Public Facilities (PF), RC-EDR, and Agriculture(AG) to the west, and Agriculture(AG) to the north.
3. Proposed Zoning (Ex. #3):	Light Agriculture 10 acre Minimum (A-1-10)
4. Surrounding Zoning (Ex. #2):	Controlled Development Areas 10 acre minimum(W-2-10), Light Agriculture 10 acre minimum(A-1-10), Light Agriculture 2 1/2 acre minimum(A-1-2 ½) to the north, Light Agriculture 10 acre minimum(A-1-10), Controlled Development Areas 2 1/2 acre minimum(W-2-2 ½), and Controlled Development Areas 5 acre minimum(W-2-5) to the east, Natural Assets(N-A), Controlled Development Areas 10 acre minimum(W-2-10), Light Agriculture 10 acre minimum(A-1-10) to the south, and Natural Assets(N-A), Controlled Development Areas 10 acre minimum (W-2-10), Controlled Development Areas 5 acre minimum (W-2-5), and Manufacturing Heavy(M-H) to the west.
5. Existing Land Use (Ex. #1):	Farming and Vacant

6. Surrounding Land Use (Ex. #1):	Blythe Airport, a housing tract, solar power plant, and vacant to the west, farming, scattered homes and vacant to the east, vacant to the north, farming, vacant, and scattered homes to the south.
7. Project Data:	Total Acreage: 3,326 acres is within the unicorporated County, 334 acres in the City of Blythe
8. Environmental Concerns:	See Environmenal Impact Report No. 529

RECOMMENDATIONS:

ADOPT RESOLUTION NO. 2015-057 Certifying ENVIRONMENTAL IMPACT REPORT NO. 529, adopting environmental findings pursuant to the California Environmental Quality Act, and adopting a Mitigation Monitoring and Reporting Program; and

TENTATIVELY APPROVE CHANGE OF ZONE NO. 7831, amending the zoning classification for the subject property from Natural Assets (N-A), Controlled Development Areas 10 acre minimum(W-2-10), Controlled Development Areas 5 acre minimum(W-2-5) to Light Agriculture 10 acre Minimum (A-1-10) in accordance with the Zoning Exhibit; based upon the findings and conclusions incorporated in the staff report, pending final adoption of the Zoning Ordinance by the Board of Supervisors; and

APPROVE PUBLIC USE PERMIT NO. 913, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2015-057; and,

APPROVE CONDITIONAL USE PERMIT NO. 3685, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2015-057; and

INTRODUCE and **ADOPT** on successive weeks of **ORDINANCE NO. 664.57,** an Ordinance of the County of Riverside Approving Development Agreement No. 79, based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2015-057.

FINDINGS: The following findings are in addition to those incorporated in the summary of findings and in the EIR which are incorporated herein by reference.

1. The project site is designated Agriculture (AG) and Rural Community (RC-EDR) on the Palo Verde Valley Area Plan.

2. General Plan policy LU 15.15, applicable to all area plans and land use designations, encourages, in an environmentally and fiscally responsible manner, the development of renewable energy resources and related infrastructure, including but not limited to, the development of solar power plants in the County of Riverside. The conditions of approval and mitigation measures ensure that the project is being developed in an environmentally responsible manner. The terms of DA No. 79 also ensure that the project is being developed in a fiscally responsible manner.

3. Through the imposition of conditions of approval, project design, and mitigation measures as set forth in greater detail in Resolution No. 2015-057, the project is consistent with the Land Use Policies of the General Plan. Further findings and discussion regarding the project's consistency with the General Plan is set forth in Section VII of Resolution No. 2015-057.

4. The proposed use, a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant), is consistent with the Agriculture (AG) and Rural Community (RC-EDR) designations.

5. The project site is surrounded by properties which are designated Rural Residential (RR) and Agriculture (AG) to the south, Rural Community (RC-EDR) and Agriculture (AG) to the east, Public Facilities (PF), RC-EDR, and Agriculture (AG) to the west, and Agriculture (AG) to the north.

6. The zoning for the subject site is Natural Assets (N-A), Controlled Development Areas 10 acre minimum (W-2-10), Controlled Development Areas 5 acre minimum (W-2-5), and Light Agriculture 10 acre Minimum (A-1-10).

7. The proposed zoning for the whole subject site is Light Agriculture 10 acre Minimum (A-1-10).

8. The proposed use, a solar power plant, is a permitted use, subject to approval of a conditional use permit, in the A-1-10 zone, in accordance with Section 13.1.c. (12) of Ordinance No. 348. (Ord. No. 348.4705, Amended 12-08-11)

9. The proposed use, solar power plant, is consistent with the development standards set forth in the Light Agriculture 10 acre Minimum (A-1-10) zone.

10. The project site is surrounded by properties which are zoned Controlled Development Areas 10 acre minimum(W-2-10), Light Agriculture 10 acre minimum(A-1-10), Light Agriculture 2 1/2 acre minimum(A-1-2 ½) to the north, Light Agriculture 10 acre minimum(A-1-10), Controlled Development Areas 2 1/2 acre minimum(W-2-2 ½), and Controlled Development Areas 5 acre minimum(W-2-5) to the east, Natural Assets(N-A), Controlled Development Areas 10 acre minimum(W-2-10), Light Agriculture 10 acre minimum(A-1-10) to the south, and Natural Assets(N-A), Controlled Development Areas 10 acre minimum (W-2-10), Controlled Development Areas 5 acre minimum (W-2-5), and Manufacturing Heavy(M-H) to the west.

11. The project is not located within a Conservation Area of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The project site is not located in Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP).

12. This project has Fast Track status per Board of Supervisors Policy No. B-29 which states that solar power plants subject to the Board policy shall be eligible for an expedited entitlement process. The overall project will create up 485 MW of PV solar power.

13. Development Agreement No. 79 is consistent with the General Plan, public health, safety and general welfare. The express terms of DA No. 79 grants the applicant a vested right to develop the project in accordance with existing land use regulations, including in accordance with the General Plan. The conditions of approval and mitigation measures, the approvals of which are

incorporated in the exhibits to DA No. 79, ensure that the solar power plant project is developed in a way that is consistent with public health, safety and general welfare. Moreover, Development Agreement No. 79 will provide significant benefits. DA No. 79 contains terms consistent with Board of Supervisors Policy No. B-29, including terms regarding annual public benefits payments and increases (Section 4.2 of DA No. 79) and local sales and use taxes (Section 4.3 of DA No. 79). DA No. 79 also contains an agreement between the parties with regard to the computation of development impact fees using the surface mining fee category on a Project Area basis as set forth in Section 13 of Ordinance No. 659 (Section 4.4 and Exhibit G of DA No. 79). All of these development agreement provisions ensure that the DA No. 79 will provide significant benefits.

14. EIR No. 529 studied the project's potential environmental impacts.

The environmental resources listed below would sustain significant impacts under CEQA. However, with implementation of mitigation measures, these impacts would be reduced to less-than-significant levels under CEQA.

- Agriculture
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise
- Paleontological Resources
- Traffic and Transportation

Further, the EIR concluded that there are no impacts that are significant and unavoidable after mitigation. Therefore, the Board of Supervisors will not be required to make a statement of overriding considerations balancing the benefits of the project against its unavoidable environmental risks.

CONCLUSIONS:

1. The proposed project is in conformance with the Agriculture (AG) and Rural Community (RC-EDR) Land Use Designations, the Solar Energy Resources Policy, and with all other elements of the Riverside County General Plan.

2. The proposed project is consistent with the proposed Light Agriculture 10 acre Minimum (A-1-10) zoning classification of Ordinance No. 348, and with all other applicable provisions of Ordinance No. 348.

3. The public's health, safety, and general welfare are protected through project design, the conditions of approval and mitigation measures.

4. The proposed project is conditionally compatible with the present and future logical development of the area.

5. Through the imposition of conditions of approval, project design, and mitigation measures, the proposed project will not have a significant effect on the environment.

6. The proposed project will not preclude reserve design for the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP).

INFORMATIONAL ITEMS:

1. As of this writing, no letters, in support or opposition have been received. 16 comment letters were received during the public review period for the Draft EIR. Responses to those comment letters are in the Final EIR.

2. The project site is not located within:
   a. A Fault zone;
   b. A County Service Area;
   c. A Agricultural Preserve;
   d. A High Fire area;
   e. The Stephens Kangaroo Rat Fee Area or Core Reserve Area; or,
   f. California Gnatcatcher, Quino Checkerspot Butterfly habitat.

3. The project site is located within:
   a. The city of Blythe sphere of influence;
   b. An Airport Influence Area;
   c. An area of Flooding Sensitivity;
   d. An area susceptible to subsidence;
   e. An area with a moderate to low liquefaction potential; and,
   f. The boundaries of the Palo Verde Valley Unified School District.

4. The subject site is currently designated as Assessor's Parcel Numbers: 824101014, 824101015, 824080003, 824102026, 824102020, 824102027, 824102023, 824130006, 824090009, 824102013, 824102016, 824090024, 824102014, 824130007, 863050008, 863030009, 863030004, 863030002, 863030010, 863100012, 863100010, 863040020, 863030008, 863030007, 863030006, 863030005, 863030014, 863030015, 863050007, 863100006, 863030016, 863030017, 863100009, 863100008, 863050004, 863050009, 863030003, 863030013, 863100016, 863100011, 863100005, 821120040, 821120038, 821120027, 821120026, 821120042, 821120043, 824101017, 821120048, 824101016, 824080005, 821120029, 821120025, 821120039, 821120028, 879090051, 879090042, 879090037, 879110014, 879110013, 879090044, 879090043, 879090039, 879090036, 879090050, 879090045, 879090038, 863040015, 863040021, 863060017, 863060015, 863040017, 863040001, 879090041, 879090040, 879090048, 879090049, 863060018, 863070022, 863060016, 863070019, 863070018, 824102024, 824122013, 824102015, 821120044, 824110038, 821110004, 824110035, 824110037, and 824110036.

COUNTY OF RIVERSIDE
EDA
ECONOMIC DEVELOPMENT AGENCY

FAST TRACK AUTHORIZATION

Supervisorial District: 4	Supervisor: John Benoit	FTA No. 2013-10

Company/Developer: Renewable Resource Group **Contact Name:** Rupal Patel

Address: 5700 Wilshire Blvd., Suite 330, Los Angeles CA 90036

Office Phone: (323) 936-9303 **Mobile Phone:** (323) 474-4607 **Email:** rpatel@renewablegroup.com

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Consulting Firm: SunPower Corporation **Contact Name:** Ed Smeloff

Firm Address: 1414 Harbor Way South, Richmond, CA 94804

Office Phone: (510) 260-8437 **Mobile Phone:** (510) 540-0552 **Email:** ed.smeloff@sunpowercorp.com

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Project Type: ☐ Industrial ☐ Commercial ☐ Childcare ☐ Workforce Housing ☒ Renewable Energy ☐ Other

Project Description: The Blythe Mesa Project consists of a 485-megawatt solar photovoltaic electrical generating facility. *Fast Track status granted pursuant to Board of Supervisors Policy B-29*

Economic Impact (estimated) **Capital Investment:** $2,000,000,000 **Full-Time Jobs:** 6

Taxable Sales: N/A **Full-Time Wages per Hour:** $35-40 **Construction Jobs:** 500

Land Use Application(s): ☐ Plot Plan ☒ Conditional Use Permit ☐ Change of Zone ☐ Parcel Map ☐ General Plan Amendment ☐ Other: Public Use Permit

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Site Information **Assessor's Parcel Number(s):** See separate project description

Cross Streets/Address: Blythe Mesa, east of Blythe Airport, west of Neighbors Blvd., north & south of I-10 **Site Acreage:** 3,660

Land Use Designation: Agriculture & RC-EDR **Zoning:** A-1-10,W-2-5, W-2-10, N-A **Building Size:** N/A

The Economic Development Agency acknowledges that the above referenced project merits special consideration of its land use and permit processing by the County of Riverside. County agencies are encouraged to immediately institute "Fast Track" procedures in accordance with Board Fast Track Policy A-32. This authorization contains preliminary project information and serves as a basis for determining "Fast Track" eligibility. During the County's development review process, the proposed project size and configuration may be altered.

Felicia Flournoy — 9/25/13

Felicia Flournoy, Assistant Director **Date** **Rob Moran, EDA Development Manager** **Date**

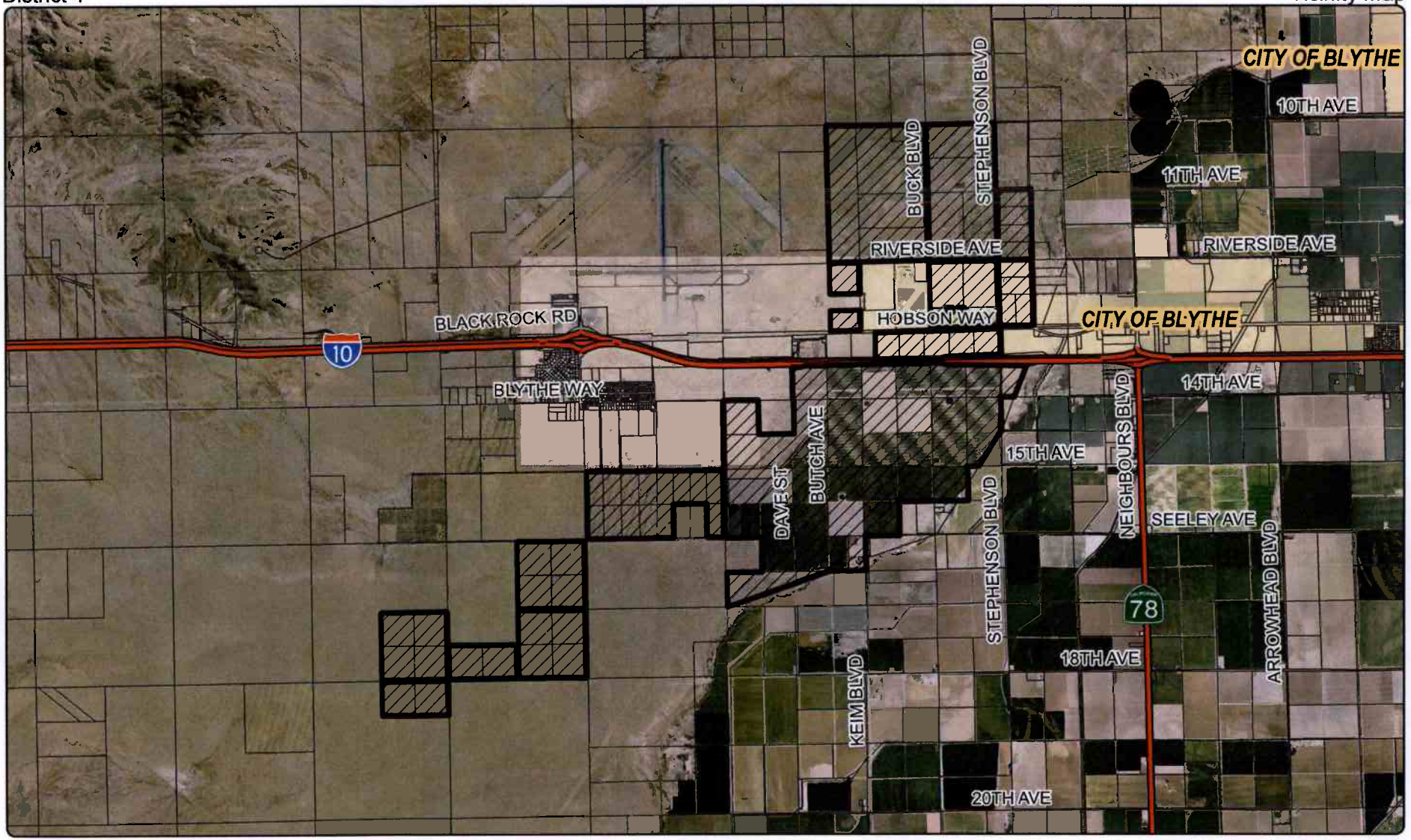
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP03685 CZ07831 PUP00913 AG01045 EIR00529 DA00079

Supervisor Benoit
District 4

VICINITY/POLICY AREAS

Date Drawn: 01/13/2015
Vicinity Map



Zoning Area: Chuckawalla

Author: Vinnie Nguyen

N

0 0.5 1 2 3
Miles

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website http://planning.rctlma.org

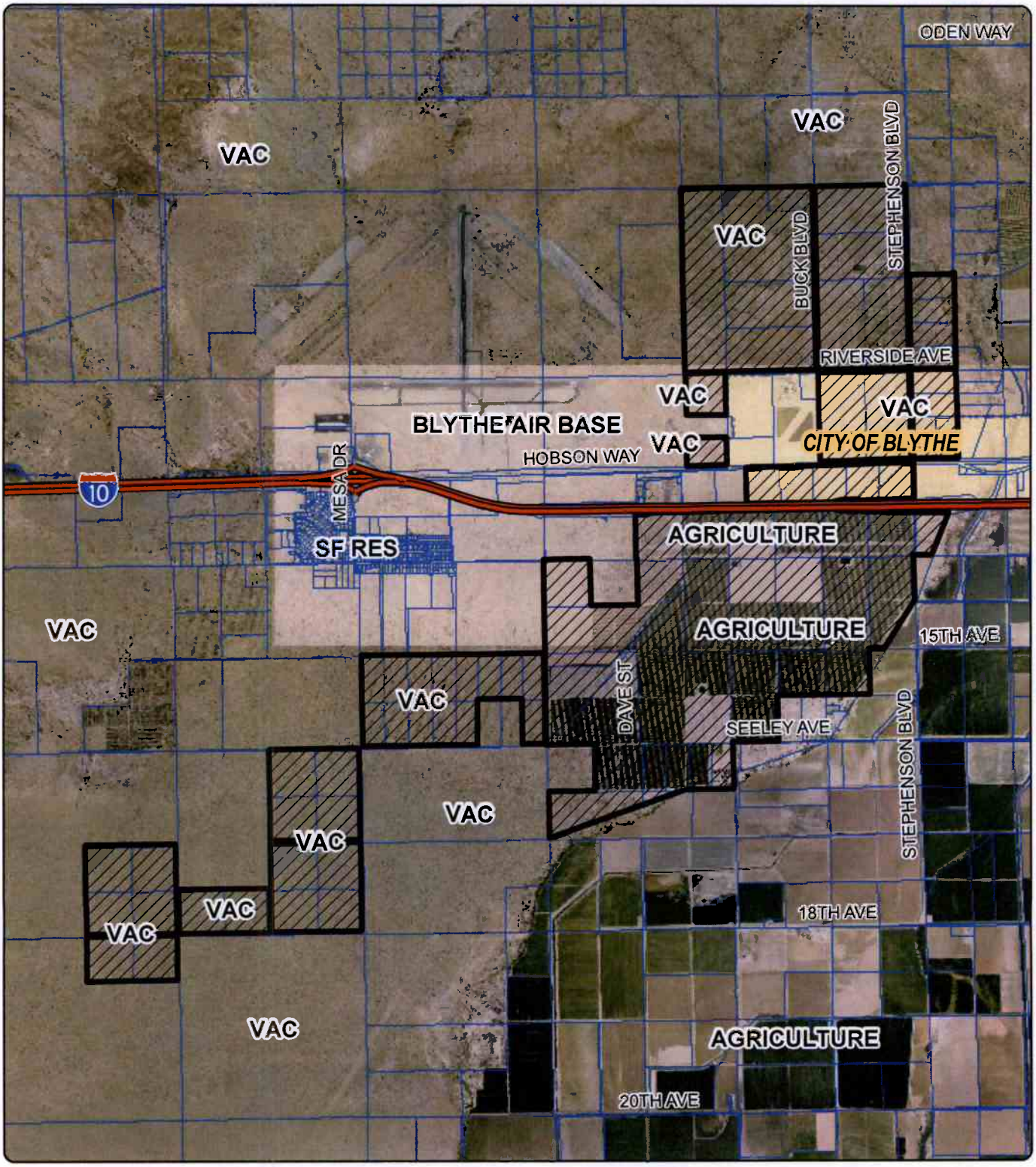
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP03685 CZ07831 PUP00913 AG01045 EIR00529 DA00079

Supervisor Benoit
District 4

LAND USE

Date Drawn: 01/13/2015
Exhibit 1



Zoning Area: Chuckawalla

Author: Vinnie Nguyen

N

0 0.375 0.75 1.5
Miles

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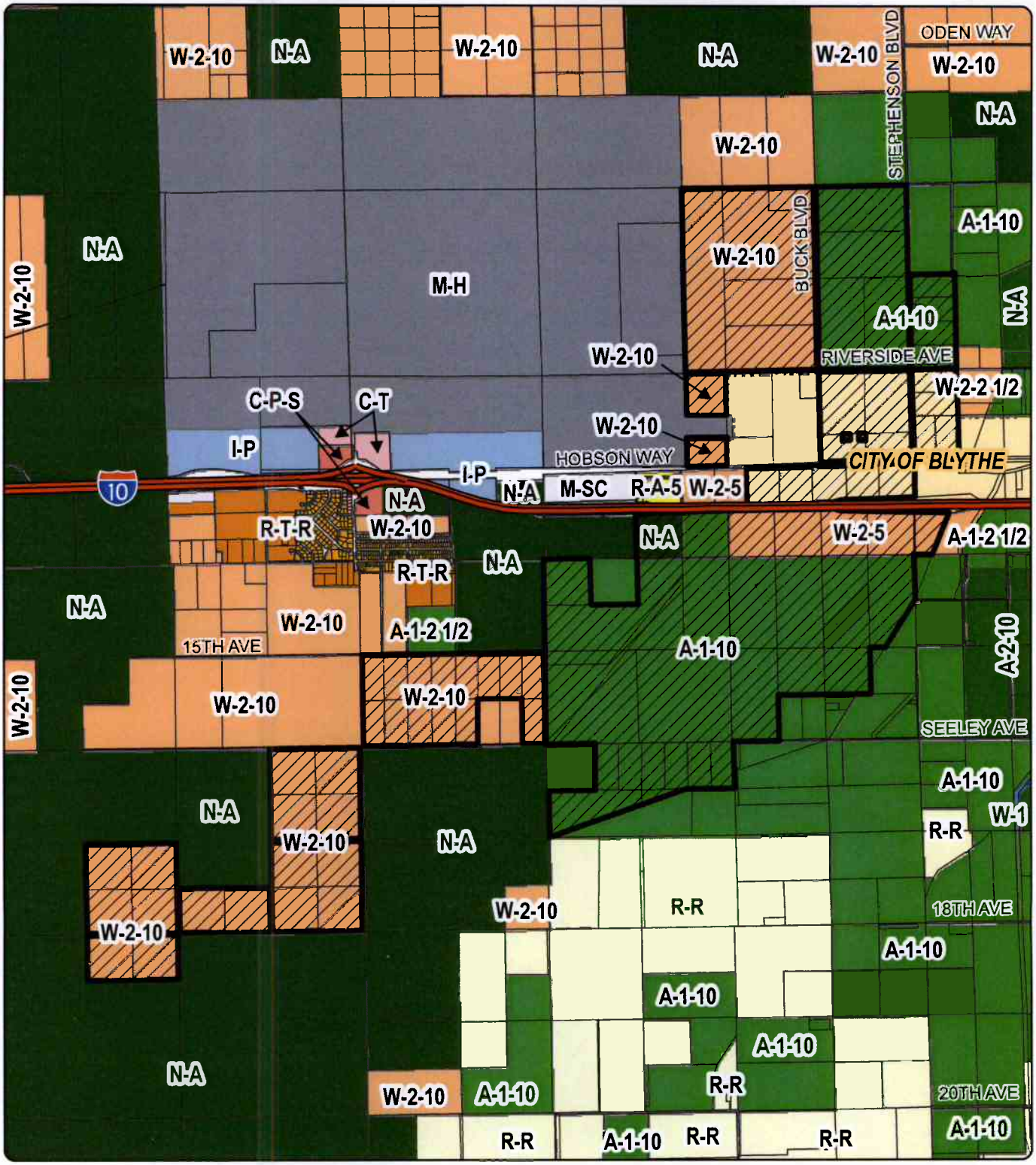
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP03685 CZ07831 PUP00913 AG01045 EIR00529 DA00079

Supervisor Benoit
District 4

EXISTING ZONING

Date Drawn: 01/13/2015
Exhibit 2



Zoning Area: Chuckawalla

Author: Vinnie Nguyen

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0 0.375 0.75 1.5
Miles

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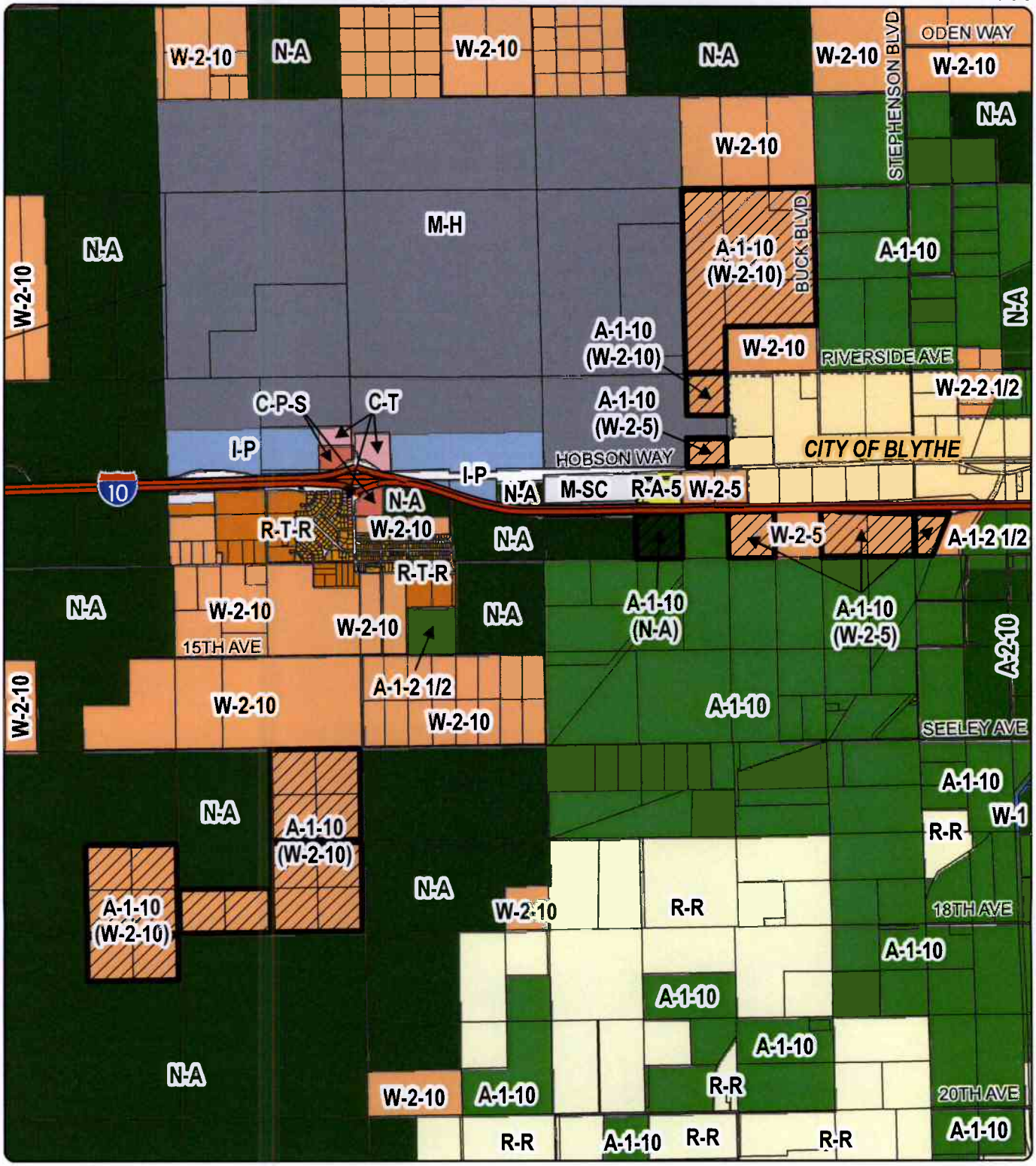
RIVERSIDE COUNTY PLANNING DEPARTMENT

CZ07831 CUP03685 PUP00913 AG01045 EIR00529 DA00079

Supervisor Benoit
District 4

PROPOSED ZONING

Date Drawn: 01/13/2015
Exhibit 3



Zoning Area: Chuckawalla

Author: Vinnie Nguyen

N

0 0.375 0.75 1.5
Miles

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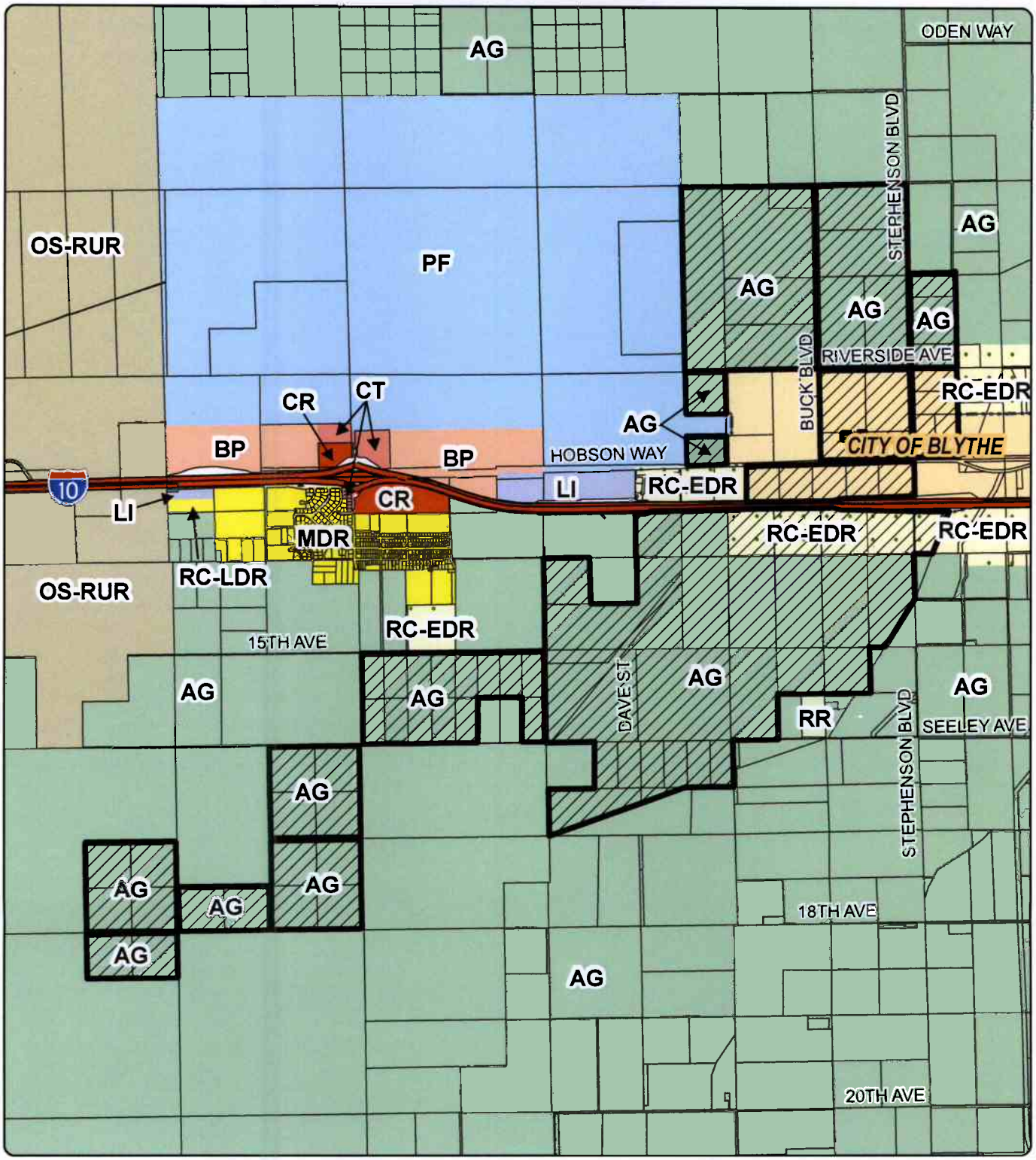
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP03685 CZ07831 PUP00913 AG01045 EIR00529 DA00079

Supervisor Benoit
District 4

EXISTING GENERAL PLAN

Date Drawn: 01/14/2015
Exhibit 5



Zoning Area: Chuckawalla

Author: Vinnie Nguyen

N

0 0.375 0.75 1.5
Miles

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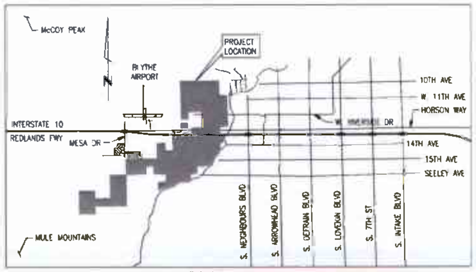
BLYTHE MESA SOLAR PROJECT CONDITIONAL USE PERMIT #03685



Vicinity Map
Scale: None

PROJECT DESCRIPTION:

THE BLYTHE MESA SOLAR PROJECT IS A 485 MEGAWATT (MW) PHOTOVOLTAIC SOLAR POWER PLANT ON APPROXIMATELY 91 PARCELS TOTALING 3,587 ACRES. A TOTAL OF 330 POWER BLOCKS WILL BE CONSTRUCTED, EACH WILL BE CONSTRUCTED CONTAINING AN EQUIPMENT PAD AND A 9'X18' PARKING AREA. THE PROPOSED PANELS WILL HAVE A MAXIMUM HEIGHT OF 8.5' FROM GROUND TO TOP OF PANEL AT 45° TILT. THE SITE WILL BE SECURED WITH A 7 FOOT EQUESTRIAN WIRE FENCE THAT MEETS NATIONAL ELECTRIC SAFETY CODE (NESC) AND ALL CONSTRUCTION STAGING AND TEMPORARY FACILITIES WILL BE ON SITE WITHIN THE PROJECT AREA. THREE NEW PROJECT SUBSTATIONS WILL CONSIST OF A 34.5 TO 230KV TRANSFORMER AND WILL INTERCONNECT TO THE NEW SOUTHERN CALIFORNIA EDISON (SCE) COLORADO RIVER SUBSTATION 230 KV SWITCHYARD.

COUNTY WATER QUALITY MANAGEMENT PLAN:

PROJECT IS NOT LOCATED IN THE SANTA ANA, SANTA MARGARITA, SAN JACINTO AND WHITEWATER RIVER WATERSHEDS. THE PROJECT WILL NOT ALTER THE EXISTING NATURAL DRAINAGE PATTERN OF THE SITE.

SEWAGE DISPOSAL:

SANITARY FACILITIES LOCATED AT O&M BUILDING LOCATIONS WILL CONSIST OF TEMPORARY HOLDING TANKS THAT WILL BE PUMPED DAILY BY AN AUTHORIZED SANITARY REMOVAL CONTRACTOR.

UTILITIES:

SCHOOL DISTRICT: PALO VERDE VALLEY UNIFIED SCHOOL DISTRICT
WATER: PALO VERDE IRRIGATION DISTRICT
SEWER: CITY OF BLYTHE (PROJECT WILL PROVIDE IT'S OWN PRIVATE SEPTIC SYSTEM)
GAS: SOUTHERN CALIFORNIA GAS COMPANY
ELECTRICITY: SOUTHERN CALIFORNIA EDISON
TELEPHONE: VERIZON
CABLE TELEVISION: NPG CABLE, INC. (A.K.A. BLYTHE CABLE)

EASEMENT NOTES:

RIVEPA #11. AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP NO. 14907 ON FILE RECORDED JANUARY 29, 1981 IN BOOK 87, PAGE 98, OF PARCEL MAPS. FOR: PUBLIC ROADS AND INCIDENTAL PURPOSES. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION. (NOT PLOTTABLE).

COCOPAH #27. AN EASEMENT FOR PIPELINE FOR CONVEYANCE OF WATER AND INCIDENTAL PURPOSES, RECORDED DECEMBER 5, 1985 AS INSTRUMENT NO 85-274289 OF OFFICIAL RECORDS.

COCOPAH #112. THE EFFECT OF A DECLARATION OF DEDICATION AS SHOW BY THE OWNERS CERTIFICATE ON PARCEL MAP BOOK 100 PAGES 52 TO 58 OF PARCEL MAPS, PURPORTING TO IRREVOCABLY DEDICATE IN PERPETUITY FOR PUBLIC ROAD PURPOSES, PUBLIC UTILITY AND PUBLIC SERVICES, THE PROPERTY DESCRIBED THEREIN.

THE EFFECT OF A RESOLUTION, ON SAID MAP, BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ACCEPTING SAID OFFER OF DEDICATION FOR THE PURPOSE OF VESTING TITLE IN THE COUNTY OF RIVERSIDE ON BEHALF OF THE PUBLIC, BUT NOT AS PART OF THE COUNTY-MAINTAINED ROAD SYSTEM.

COCOPAH #45. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED OCTOBER 10, 1922 IN BOOK 544 OF DEEDS, PAGE 165.

COCOPAH #64. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED OCTOBER 3, 1922 IN BOOK 544 OF DEEDS, PAGE 166.

COCOPAH #111. THE EFFECT OF A DECLARATION OF DEDICATION AS SHOW BY THE OWNERS CERTIFICATE ON SAID PARCEL MAP NO. 14453, PURPORTING TO IRREVOCABLY DEDICATE IN PERPETUITY FOR PUBLIC ROAD PURPOSES, PUBLIC UTILITY AND PUBLIC SERVICES, THE PROPERTY DESCRIBED THEREIN.

THE EFFECT OF A RESOLUTION, ON SAID MAP, BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ACCEPTING SAID OFFER OF DEDICATION FOR THE PURPOSE OF VESTING TITLE IN THE COUNTY OF RIVERSIDE ON BEHALF OF THE PUBLIC, BUT NOT AS PART OF THE COUNTY-MAINTAINED ROAD SYSTEM. (NOT PLOTTABLE).

SUNWORLD #61. AN EASEMENT FOR EXISTING PUBLIC UTILITIES AND/OR PUBLIC SERVICE FACILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 29, 1975 AS INSTRUMENT NO. 62197 OF OFFICIAL RECORDS.

SUNWORLD #70. AN EASEMENT SHOWN OR DEDICATED ON THE MAP FILED OR RECORDED AS PARCEL MAP 14093 IN BOOK 105, PAGES 78 THROUGH 87 OF PARCEL MAPS. FOR: ROAD AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES.

SUNWORLD #73. AN EASEMENT SHOWN OR DEDICATED ON THE MAP FILED OR RECORDED AS PARCEL MAP NO. 16920 IN BOOK 112, PAGES 44 THROUGH 49 OF PARCEL MAPS. FOR: ROAD AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES.

OTHER EASEMENTS OF RECORD HAVE BEEN PROVIDED BY APPLICANT AND CAN BE OBTAINED BY CONTACTING THE PLANNER AND REQUESTING LIST OF EXCEPTIONS AND PLOTTED EASEMENT MAPS.

DRAINAGE AND GRADING NOTES:

THE PROPOSED IMPROVEMENTS DO NOT INCLUDE SIGNIFICANT ALTERATION OF THE LAND OR THE EXISTING DRAINAGE PATTERNS. NO SIGNIFICANT HARDSCAPE IS PROPOSED THAT WOULD WARRANT NEED FOR ONSITE RETENTION OR DETENTION FACILITIES.

NO MASS GRADING IS REQUIRED FOR SITE, WHICH IS NEARLY LEVEL TO GENTLY SLOPING TOPOGRAPHY. LIGHT GRUBBING AND MINIMAL GRADING AND TRENCHING WOULD BE REQUIRED WHERE FACILITIES AND TRACKER ARRAYS ARE PROPOSED. THE PROJECT PROPOSES BALANCED CUT/FILL GRADING OF 800,000 CUBIC YARDS, TO GRADE THE 1,000-ACRE CITRUS ORCHARD TO A DEPTH OF 3 INCHES. IN ORDER TO AIM FOR BALANCED CUT-AND-FILL QUANTITIES, GRADING ACTIVITIES MAY INCLUDE PLACEMENT AND COMPACTION OF EXCESS MATERIALS IN LOW-ELEVATION AREAS OF SITE. FINE GRADING WOULD BE REQUIRED FOR DEVELOPMENT OF SITE ACCESS ROADS.

INSTALLATION OF THE ELECTRICAL COLLECTION SYSTEM WITHIN THE ARRAYS WOULD REQUIRE EXCAVATIONS TO A DEPTH OF ABOUT THREE FEET FOR UNDERGROUND ELECTRICAL CIRCUITS, INVERTER AND SWITCHGEAR ENCLOSURE FOUNDATIONS, AND TRANSFORMER FOUNDATIONS. THE O&M BUILDING FOUNDATION WOULD BE EXCAVATED TO A DEPTH OF ABOUT THREE FEET. FOUNDATIONS FOR SUBSTATION STRUCTURES AND GEN-TIE TOWERS OR POLES WOULD BE AUGURED TO DEPTHS OF 10 FEET FOR MEDIUM-VOLTAGE OVERHEAD LINES TO 45 FEET FOR HIGH-VOLTAGE OVERHEAD LINES, DEPENDING ON STRUCTURAL LOADS AND SOIL CONDITIONS.

BROAD SHEET FLOW EXISTS. THE NATURAL WATERCOURSE DELINEATED IN THE SOUTHEASTERN PARCEL WILL BE LARGELY AVOIDED. WHERE EQUIPMENT MAY ENCROACH THE DELINEATED AREA, PIERS CAN BE DESIGNED TO MEET SCOUR CALCULATIONS AND EQUIPMENT/HARDWARE CAN BE ELEVATED TO MAINTAIN EXISTING DRAINAGE PATTERNS.

ASSESSOR PARCEL NUMBERS

SOLAR ARRAY (RIVERSIDE COUNTY):
821-110-004; 821-120-025; 821-120-026; 821-120-027; 821-120-028; 821-120-029; 821-120-038; 821-120-039; 821-120-040; 821-120-042; 821-120-043; 821-120-044; 821-120-048; 824-080-003; 824-080-006; 824-090-009; 824-090-024; 824-102-013; 824-102-014; 824-102-015; 824-102-018; 824-130-006; 824-130-007; 863-030-002; 863-030-003; 863-030-004; 863-030-005; 863-030-006; 863-030-007; 863-030-008; 863-030-009; 863-030-010; 863-030-013; 863-030-014; 863-030-015; 863-030-016; 863-030-017; 863-040-001; 863-040-015; 863-040-017; 863-040-020; 863-040-021; 863-050-004; 863-050-007; 863-050-008; 863-050-009; 863-060-015; 863-060-016; 863-060-017; 863-060-018; 863-070-018; 863-070-019; 863-070-022; 863-100-005; 863-100-006; 863-100-008; 863-100-009; 863-100-010; 863-100-011; 863-100-012; 863-100-016; 879-090-036; 879-090-037; 879-090-038; 879-090-039; 879-090-040; 879-[illegible]; 879-090-042; 879-090-043; 879-090-044; 879-090-045; 879-090-048; 879-090-049; 879-090-050; 879-090-051; 879-110-013; 879-110-014

SOLAR ARRAY (CITY OF BLYTHE):
824-101-014; 824-101-015; 824-101-016; 824-101-017; 824-102-020; 824-102-023; 824-102-024; 824-102-026; 824-102-027; 824-110-035; 824-110-036; 824-110-037; 824-110-039; 824-122-013

GEN-TIE (RIVERSIDE COUNTY):
879-080-013; 879-080-014; 879-080-026; 879-080-032; 879-080-048

GEN-TIE (BLM):
879-080-020; 879-080-021; 879-080-022; 879-080-024; 879-080-026; 879-080-027; 879-090-033; 879-090-034; 879-090-035

NOTE: THIS CUP ONLY APPLIES TO THE PORTION OF THE PROJECT THAT IS LOCATED WITHIN THE COUNTY'S JURISDICTION.

GROSS/NET AREA:

3,587 ACRES
334 ACRES IN CITY OF BLYTHE PORTION
58 ACRES IN BLM PORTION

ZONING AND LAND USE:

ZONING: A-1-10, W-2-5, W-2-10, N-A
LAND USE: AGRICULTURE, RC-EDR (PROJECT SITE); OS-RUR (GEN-TIE LINE ROW)

APPLICANT:

RENEWABLE RESOURCES GROUP AND
SOLAR STAR BLYTHE MESA
5700 WILSHIRE BLVD., SUITE 330
LOS ANGELES, CA 90036
CONTACT: RUPAL PATEL
PHONE: 323-936-9303

LAND OWNER:

GILA FARM LAND, LLC
5700 WILSHIRE BLVD., SUITE 330
LOS ANGELES, CA 90036
CONTACT: RUPAL PATEL
PHONE: 323-936-9303

EXHIBIT PREPARER:

POWER ENGINEERS
19820 N. 7TH ST
PHOENIX, ARIZONA 85024
PHONE: 623-582-1006

THOMAS BROS. PAGE:

2011 EDITION
PAGES 5549 AND 5550 - GENERATION SITE
PAGE 86, GRID F4 - GEN-TIE LINE ROW

COMMUNITY SERVICES DISTRICT:

NONE

DWELLING UNITS/LOTS AND RECREATIONAL VEHICLE SPACES:

NONE

OCCUPANCY CLASSIFICATION:

[illegible]

SPECIFIC PLAN:

NONE

TYPICAL STREET IMPROVEMENT CROSS-SECTIONS:

NONE PROPOSED

EXISTING OR PROPOSED COMMON, OPEN SPACE, LANDSCAPED, PLANTING OR RECREATIONAL AREAS:

NONE

LIQUEFACTION, GEOLOGIC HAZARD, OR SPECIAL STUDIES ZONE:

LOW TO VERY HIGH LIQUEFACTION POTENTIAL. POTENTIAL FOR SUBSIDENCE IS SUSCEPTIBLE (COUNTY GIS DATA). NO GEOLOGIC HAZARD OR SPECIAL STUDIES ZONE.

OVERFLOW, INUNDATION OR FLOOD HAZARD:

WITHIN AREAS OF FLOODING SENSITIVITY (COUNTY GIS DATA). BROAD SHEET FLOW EXISTS. THE NATURAL WATERCOURSE DELINEATED IN THE SOUTHEASTERN PARCEL WILL BE LARGELY AVOIDED. WHERE EQUIPMENT MAY ENCROACH THE DELINEATED AREA, PIERS CAN BE DESIGNED TO MEET SCOUR CALCULATIONS AND EQUIPMENT/HARDWARE CAN BE ELEVATED TO MAINTAIN EXISTING DRAINAGE PATTERNS.

FEMA MAPS:

NOT AVAILABLE FOR SUBJECT AREA

CENTERLINE CURVE RADII AND TYPICAL SECTIONS OF OPEN CHANNELS:

NOT APPLICABLE

PROJECT SITE AREA BREAKDOWN:

FACILITY/STRUCTURE	TOTAL SQUARE FEET
PILES	35,183
DRIVE MOTORS (0.5HP)	10,454
EQUIPMENT PADS	128,275
SWITCHYARDS	0
PROJECT SUBSTATIONS	291,534
PAVED ROADS	0
O&M BUILDINGS & PARKING	183,992
TOTAL	649,478

PHASING PLAN:

THE PROJECT WOULD BE CONSTRUCTED IN THE FOLLOWING PHASES, WHICH WOULD OCCUR SIMULTANEOUSLY ON DIFFERENT PORTIONS OF THE SITE:

- DEVELOPMENT OF STAGING AREAS AND ASSEMBLY AREAS, AND FINE GRADING OF SITE ACCESS ROADS.
- CONSTRUCTION OF ARRAYS INCLUDING THE PILE INSTALLATION, THE ASSEMBLY OF TRACKERS, THE MOUNTING OF PV PANELS, AND THE PILE-DRIVING OF SUPPORT PILES. PLACEMENT OF TRACKERS ON SUPPORT PILES, AND TRENCHING AND INSTALLATION OF ELECTRICAL EQUIPMENT FOR ARRAYS.
- CONSTRUCTION OF ELECTRICAL TRANSMISSION FACILITIES, INCLUDING THE CONSTRUCTION OF THREE SUBSTATIONS, THE DOUBLE-CIRCUIT TRANSMISSION LINE, AND TWO O&M BUILDINGS.

CONSTRUCTION STAGING AND MATERIAL LAY-DOWN WOULD BE DISTRIBUTED ACROSS THE PROJECT SITE TO ALLOW FOR EFFICIENT DISTRIBUTION OF COMPONENTS TO DIFFERENT PARTS OF THE PROJECT. TYPICALLY, ONE STAGING AND MATERIAL LAY-DOWN AREA WOULD BE SET UP FOR EVERY 100 ACRES OF THE PROJECT SITE. THESE LAY-DOWN AREAS WOULD BE FENCED AND WOULD COVER APPROXIMATELY FIVE ACRES EACH. LAY-DOWN AREAS WOULD BE TEMPORARY AND WOULD BE CONVERTED TO SOLAR ARRAYS AS WORK IS COMPLETED IN THE GENERAL AREA. WITHIN THE SOLAR FIELD, GRUBBING AND LIGHT GRADING OF 12-FOOT-WIDE ACCESS ROADS WOULD ALSO BE PERFORMED APPROXIMATELY EVERY 200 TO 400 FEET TO ALLOW ACCESS TO AND MAINTENANCE OF THE SOLAR PANELS.

SEPARATE ACTIVITIES WOULD BE ASSOCIATED WITH TRANSMISSION LINE CONSTRUCTION, INCLUDING: (1) CONSTRUCTION OF STAGING AREAS FOR TRAILERS, OFFICE PERSONNEL, EQUIPMENT, MATERIAL STAGING, LAY-DOWN AND EMPLOYEE PARKING ON PRIVATE LAND; (2) CONSTRUCTION OF ACCESS ROADS TO THE STRUCTURE LOCATIONS; (3) POLE ERECTION AND INSTALLATION OF CONDUCTORS AND CONDUCTOR HARDWARE; (4) CONDUCTOR INSTALLATION, (5) CONSTRUCTION OF PULLING SITES TO INSTALL CONDUCTORS; AND (6) INSTALLATION OF THE OVERHEAD GROUND/FIBER OPTIC COMMUNICATIONS SYSTEM.

CONSTRUCTION IS ANTICIPATED TO OCCUR OVER A THREE-YEAR PERIOD WITH THE CONSTRUCTION PHASES (DESCRIBED ABOVE) OCCURRING SIMULTANEOUSLY. THE SOLAR FIELD WOULD BE DEVELOPED IN SIX-MONTH PHASES WITH SIX BLOCKS CONSTRUCTED AT A TIME (EACH BLOCK WOULD BE 100 ACRES, FOR A TOTAL OF 600 ACRES AT A TIME). AS THE ARRAYS ARE BEING ASSEMBLED, CONSTRUCTION OF THE SUBSTATIONS, TRANSMISSION LINE, SWITCHYARD, AND THE O&M BUILDING WOULD ALSO OCCUR SIMULTANEOUSLY. AFTER THE COMMON FACILITIES ARE COMPLETED IN THE EARLIER STAGES, THE WORKFORCE WOULD BE DEVOTED MORE TO ARRAY CONSTRUCTION IN THE LATER STAGES.

CONSTRUCTION STAGING AREAS AND HOUSING:

CONSTRUCTION TRAILERS WILL BE LOCATED ADJACENT TO THE PERMANENT SITE ENTRANCE. SANITARY FACILITIES LOCATED ON-SITE WILL CONSIST OF TEMPORARY HOLDING TANKS THAT WILL BE PUMPED DAILY BY AN AUTHORIZED SANITARY REMOVAL CONTRACTOR. POTABLE WATER WILL BE PROVIDED BY TRUCK TO AN ON-SITE STORAGE TANK. BOTH TANKS WILL BE LOCATED ADJACENT TO THE CONSTRUCTION TRAILERS LOCATED AT THE SITE ENTRANCE THROUGHOUT THE DURATION OF THE PROJECT. THE LOCATION OF THE TANKS NEXT TO THE TRAILERS WILL AFFORD CONTRACTORS PROVIDING WATER AND SANITARY SERVICES ACCESS TO THE STORAGE FACILITIES WHILE LIMITING THEIR ACCESS TO AND ACTIVITIES ON-SITE TO PRECLUDE ANY ADDITIONAL SOIL DISTURBANCE THAT WOULD GENERATE DUST DURING THE COURSE OF THE PROJECT.

NO HOUSING WILL BE PROVIDED ON-SITE. CONSTRUCTION WORKERS AND OTHER TEMPORARY CONTRACT SUPPORT PERSONNEL WILL BE ABLE TO TAKE ADVANTAGE OF AVAILABLE HOTEL, APARTMENT, AND RV FACILITIES LOCATED IN THE GREATER BLYTHE.

LEGAL DESCRIPTION

PARCEL A: (APN: 824-130-007)
THAT PART OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED OCTOBER 6, 1856, AS SAID PORTION WAS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 10, 1967, SOUTHERLY OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT THE SOUTHWESTERLY TERMINATION OF THAT COURSE DESCRIBED AS SOUTH 32°32'19" WEST, 241.29 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER IN SAID DEED TO THE STATE OF CALIFORNIA, SAID POINT OF BEGINNING BEING A POINT ON THE RIGHT OF WAY OF HIGHWAY INTERSTATE 10 AND 71.78 FEET RIGHT OF ENGINEERS STATION 298 PLUS 16.59 OF THE ER LINE OF SAID HIGHWAY; THENCE SOUTH 88°12'33" WEST, 224.65 FEET; THENCE SOUTH 75°14'20" WEST, 610.16 FEET; THENCE NORTH 89°05'18" WEST, 1400.57 FEET TO A POINT 180 FEET RIGHT OF ENGINEERS STATION 278 PLUS 00 OF SAID ER LINE.

EXCEPT THAT PORTION LYING EAST OF THE FOLLOWING DESCRIBED LINE OF THE PALO VERDES IRRIGATION DISTRICT, BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 34, WHICH POINT IS EAST 509.08 FEET FROM THE SOUTHWEST CORNER THEREOF, THENCE NORTH 20°31'45" EAST 1408.97 FEET, MORE OR LESS TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PARCEL B: (APN: 863-040-001-2)
THE NORTHWEST 1/4 OF TRACT NO. 57, SECTION 5, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN BY INDEPENDENT RESURVEY OF SAID TOWNSHIP, ACCEPTED BY THE UNITED STATES LAND OFFICE, IN MAY 1919.

PARCEL C: (APN: 863-040-017-7)

PARCEL 1:
THE SOUTH HALF OF TRACT NO. 57, IN SECTION 5, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY INDEPENDENT RESURVEY OF SAID TOWNSHIP, ACCEPTED BY THE UNITED STATES LAND OFFICE, IN MAY, 1919.
EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

LOTS 4 AND 5, IN SECTION 5, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES INDEPENDENT RESURVEY, APPROVED DECEMBER 16, 1919, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF TRACT NO. 57, IN SECTION 5, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY INDEPENDENT RESURVEY OF SAID TOWNSHIP, ACCEPTED BY THE UNITED STATES LAND OFFICE, IN MAY, 1919, SAID PORTION LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID TRACT NO. 57, WITH THE CENTER LINE OF THAT CERTAIN STRIP OF LAND, 50 FEET IN WIDTH, AS IN THE RIGHT OF WAY EASEMENT TO THE IMPERIAL IRRIGATION DISTRICT, RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 6893 IN BOOK 1553 PAGES 574, 575 AND 576, ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT OF INTERSECTION BEING WEST, 429.78 FEET FROM THE SOUTHEAST CORNER OF SAID TRACT NO. 57, THEN ALONG SAID CENTER LINE, AND IN NORTHEASTERLY PROLONGATIONS THEREOF, NORTH 37° 55' EAST, TO THE EASTERLY LINE OF SAID GOVERNMENT LOT 4.

PARCEL 2:
THAT PORTION OF GOVERNMENT LOTS 4 AND 5, IN SECTION 5, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES INDEPENDENT RESURVEY, APPROVED DECEMBER 16, 1919, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID TRACT NO. 57, WITH THE CENTER LINE OF THAT CERTAIN STRIP OF LAND, 50 FEET IN WIDTH, AS IN THE RIGHT OF WAY EASEMENT TO THE IMPERIAL IRRIGATION DISTRICT, RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 6893, IN BOOK 1553 PAGES 574, 575 AND 576, ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT OF INTERSECTION BEING WEST, 429.78 FEET FROM THE SOUTHEAST CORNER OF SAID TRACT NO. 57, THEN ALONG SAID CENTER LINE, AND IN NORTHEASTERLY PROLONGATIONS THEREOF, NORTH 37° 55' EAST, TO THE EASTERLY LINE OF SAID GOVERNMENT LOT 4.

PARCEL 3:
INTENTIONALLY DELETED

PARCEL 4:
INTENTIONALLY DELETED

PARCEL D: (APN: 824-090-009-0)
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY EXCEPTING THEREFROM PORTION DESIGNATED FOR STATE HIGHWAY PURPOSES, AS SET FORTH IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED MARCH 27, 1969 AS INSTRUMENT NO. 29939, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

PARCEL D1:
INTENTIONALLY DELETED

PARCEL D2:
INTENTIONALLY DELETED

PARCEL E: (APN: 863-030-008-1)
THAT PORTION OF PARCEL 11, INCLUSIVE, OF PARCEL MAP 14453, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 100, PAGES 52 THROUGH 58, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 11 OF PARCEL MAP NUMBER 14453 AS RECORDED IN BOOK 100 AT PAGES 52 THROUGH 58 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 89° 14' 22" EAST, 2242.88 FEET; THENCE SOUTH 38° 58' 48" WEST, 477.84 FEET; THENCE SOUTH 89° 14' 22" WEST, 1802.31 FEET TO THE WESTERLY LINE OF PARCEL 11; THENCE NORTH 0° 46' 33" WEST ALONG THE WEST LINE OF PARCEL 11, 377.87 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION FOR PUBLIC STREET AND UTILITY PURPOSES OVER THAT PORTION OF THE LAND WITHIN LAND EASEMENTS SHOWN AS 15TH AVENUE, AS SHOWN OR DEDICATED UPON THE MAP OF PARCEL MAP 14453 ON FILE IN BOOK 100, PAGES 52 THROUGH 58 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL F: (APN: 863-100-016-1)
PARCEL 18 OF PARCEL MAP NO. 14,453 FILED JANUARY 21, 1982 IN BOOK 100 PAGES 52 THROUGH 58, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:
BEGINNING AT THE CENTERLINE OF THE INTERSECTION OF 16TH AVENUE AND KEIM BOULEVARD AS SHOWN ON SAID PARCEL MAP 14,453;
THENCE NORTH 89° 08' 19" EAST ALONG THE CENTERLINE OF 16TH AVENUE A DISTANCE OF 218.56 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 18;
THENCE SOUTH 01° 32' 20" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 18 A DISTANCE OF 750.00 FEET;
THENCE SOUTH 89° 08' 19" WEST CONTINUING ON THE LOT LINE OF SAID PARCEL 18, A DISTANCE OF 75.00 FEET;
THENCE SOUTH 01° 32' 20" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 18 A DISTANCE OF 1088.56 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 18;
THENCE SOUTH 88° 58' 54" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 18 A DISTANCE OF 100.00 FEET TO A POINT ON THE CENTERLINE OF SAID KEIM BOULEVARD;
THENCE NORTH 01° 32' 20" WEST ALONG THE CENTERLINE OF SAID KEIM BOULEVARD A DISTANCE OF 498.51 FEET;
THENCE NORTH 03° 25' 40" WEST CONTINUING ALONG THE CENTERLINE OF SAID KEIM BOULEVARD A DISTANCE OF 1321.54 FEET TO THE POINT OF BEGINNING.
THIS DEED IS GIVEN PURSUANT TO LOT LINE ADJUSTMENT NO. 1747 APPROVED BY THE RIVERSIDE COUNTY PLANNING DEPARTMENT DATED AUGUST 24, 1983 WHEREIN THAT PORTION OF PARCEL 18 EXCEPTED FROM PARCEL "F" ABOVE BECOMES A PART OF PARCEL 14.

PARCEL F1:
AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES OVER THAT PORTION OF THE LAND WITHIN ROAD EASEMENTS SHOWN AS BUTCH AVENUE, 14TH AVENUE, 15TH AVENUE, 16TH AVENUE, AND KEIM BOULEVARD, AS SHOWN OR DEDICATED UPON THE MAP OF PARCEL MAP 14,453 RECORDED IN BOOK 100 PAGES 52 THROUGH 58 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM THOSE ROAD EASEMENTS LYING WITHIN PARCEL "F" ABOVE

PARCEL G: (APN'S: 863-100-005-1 AND 863-100-006-2)
THAT PORTION OF GOVERNMENT TRACT NO. 67, IN SECTION 8, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON THE SUPPLEMENTAL DIAGRAM OF THE SURVEY OF ENTRIES, INDEPENDENT RESURVEY ACCEPTED MAY 10, 1919, BY THE GOVERNMENT LAND OFFICE, LYING OUTSIDE OF THE PALO VERDE IRRIGATION DISTRICT BOUNDARY, AS THAT BOUNDARY EXISTED ON FEBRUARY 12, 1948;
EXCEPTING THAT PORTION, IF ANY, LOCATED IN THE EASTERLY 1192.6 FEET OF TRACT NO. 67

PARCEL H: (APN'S: 824-090-024; 824-102-013 THROUGH 824-102-0 & 863-080-015 THROUGH 863-060-018; 863-040-015; 863-050-004; 863-050-007; 863-050-008; 863-070-018; 863-070-019; 863-070-022, 863-100-008 THROUGH 863-100-012)
PARCELS 1 THROUGH 18, INCLUSIVE, AND PARCELS 19 THROUGH 23, INCLUSIVE, OF PARCEL MAP 14453, AS SHOWN BY MAP ON FILE IN BOOK 100 PAGE(S) 52 THROUGH 58, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM THAT PORTION OF LOT 11 OF PARCEL MAP 14453, AS DEEDED TO KARIN HESSELMBERG, CEE. SEIDL, A MARRIED WOMAN AS TO AN UNDIVIDED 1/6 INTEREST; WALTER LUCAS, A SINGLE MAN AS TO AN UNDIVIDED 1/6 INTEREST; HEINZ NORDMANN, A MARRIED MAN AS TO AN UNDIVIDED 1/6 INTEREST; HEINER DITTMANN, A MARRIED MAN AS TO AN UNDIVIDED 1/6 INTEREST; HERMANN CLASEN, A MARRIED MAN AS TO AN UNDIVIDED 1/6 INTEREST; AND STEFFEN DITTMANN, A MARRIED MAN AS TO AN UNDIVIDED 1/6 INTEREST, ALL AS TENANTS IN COMMON, BY DEED RECORDED OCTOBER 11, 1985 AS INSTRUMENT NO. 293738 OF OFFICIAL RECORDS, PURSUANT TO LOT LINE ADJUSTMENT CASE NO. 2184 APPROVED BY THE RIVERSIDE COUNTY PLANNING DEPARTMENT ON AUGUST 19, 1985.

PARCEL H1:
A NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AND IRRIGATION INCLUDING THE RIGHT TO USE, MAINTAIN, REPAIR, RECONSTRUCT, ENLARGE AND OR INSTALL ROADS, IRRIGATION DITCHES, UTILITY SERVICES AND OR PIPELINES WITHIN SAID WESTERLY 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THE SOUTH HALF OF TRACT 69 IN SECTION 9, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES INDEPENDENT RESURVEY APPROVED DECEMBER 16, 1919 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
EXCEPTING THEREFROM THE NORTHERLY 30 ACRES.

PARCEL H2:
A NON-EXCLUSIVE EASEMENT FOR CONVEYANCE OF WATER THROUGH EXISTING CANAL, PIPES, AND PUMPING SYSTEM FOR IRRIGATION OVER AND ACROSS THE SOUTHERLY PORTION OF THE FOLLOWING SAID PROPERTY:
THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, BEING ALSO SHOWN AS THE WEST TWO-THIRDS OF TRACT 48 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY ACCEPTED MAY 10, 1919, LYING WEST OF THE MID-LINE OF THE PALO VERDE IRRIGATION DISTRICT'S DRAINAGE CANAL, DESIGNATED AS RUNNELL'S DRAIN ON RECORD OF SURVEY ON FILE IN BOOK 17 PAGE 48 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS CONVEYED TO G. B. INVESTMENT CO., AN ARIZONA CORPORATION, BY DEED FROM J. E. MASON AND WIFE, RECORDED MAY 3, 1967 AS INSTRUMENT NO. 37728 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL H3:
AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES OVER THAT PORTION OF THE LAND WITHIN ROAD EASEMENTS SHOWN AS BUTCH AVENUE, 14TH AVENUE, 15TH AVENUE, 16TH AVENUE AND KEIM BOULEVARD, AS SHOWN OR DEDICATED UPON THE MAP OF PARCEL MAP 14,453 ON FILE IN BOOK 100 PAGES 52 THROUGH 58 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
EXCEPTING THEREFROM THOSE ROAD EASEMENTS LYING WITHIN PARCEL H AND PARCEL L.
SAID PARCEL MAP 14,453 BEING A DIVISION OF A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 22 EAST AND A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 7 SOUTH, RANGE 22 EAST SAN BERNARDINO BASE AND MERIDIAN.

PARCEL I: (APN: 824-130-006-0)
THE WEST 30 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN
EXCEPTING THEREFROM THAT PORTION DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 4, 1968 AS INSTRUMENT NO. 85666 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

PARCEL J: (APN'S: 863-040-020-9 AND 863-040-021-0)
THAT PORTION OF THE NORTH HALF OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY COMMON PARCEL CORNER OF PARCEL 1 AND PARCEL 10 OF PARCEL MAP NO. 14453 AS RECORDED IN BOOK 100 AT PAGE 52 THROUGH 58 RECORDS OF RIVERSIDE COUNTY CALIFORNIA, THENCE SOUTH 0° 50' 48" EAST ALONG THE WEST LINE OF PARCEL 10 A DISTANCE OF 394.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0° 50' 48" EAST ALONG THE WEST LINE OF PARCEL 10 A DISTANCE OF 258.00 FEET TO THE NORTH CORNER OF PARCEL 17; THENCE SOUTH 0° 50' 48" EAST 1980.07 FEET TO THE SOUTHEAST CORNER OF PARCEL 17; THENCE SOUTH 88° 56' 18" WEST ALONG THE SOUTH LINE OF PARCEL 17 A DISTANCE OF 1321.48 FEET; THENCE SOUTH 89° 14' 22" WEST ALONG THE SOUTH LINE OF PARCEL 17, A DISTANCE OF 256.09 FEET TO THE WEST CORNER OF PARCEL 17; THENCE CONTINUING SOUTH 89° 14' 22" WEST ALONG THE NORTH LINE OF PARCEL 11, A DISTANCE OF 148.00 FEET; THENCE NORTH 38° 58' 48" EAST 2813.68 FEET TO THE TRUE POINT OF BEGINNING. SAID PROPERTY INCLUDES ALL OF PARCEL 17 OF PARCEL NO. 14453 AS SHOWN ON MAP ON FILE IN BOOK 100 PAGES 52 THROUGH 58 INCLUSIVE, OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.
A CERTIFICATE OF LOT LINE ADJUSTMENT NO. 2183 WAS APPROVED AUGUST 19, 1985.

PARCEL J1:
A NON EXCLUSIVE EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AND IRRIGATION INCLUDING THE RIGHT TO USE, MAINTAIN, REPAIR, RECONSTRUCT, ENLARGE AND OR INSTALL ROADS, IRRIGATION DITCHES, UTILITY SERVICES AND OR PIPELINES WITHIN SAID WESTERLY 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THE SOUTH HALF OF TRACT 69 IN SECTION 9 TOWNSHIP 7 SOUTH RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY UNITED STATES INDEPENDENT RESURVEY APPROVED DECEMBER 16, 1919 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
EXCEPTING THEREFROM THE NORTHERLY 30 ACRES.

PARCEL J2:
A NON EXCLUSIVE EASEMENT FOR CONVENIENCE OF WATER THROUGH EXISTING CANAL, PIPES, AND PUMPING SYSTEM FOR IRRIGATION OVER AND ACROSS THE SOUTHERLY PORTION OF THE FOLLOWING SAID PROPERTY:
THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7, SOUTH RANGE 22 EAST SAN BERNARDINO BASE AND MERIDIAN BEGIN ALSO SHOWN AS THE WEST TWO-THIRDS OF TRACT 48 OF SECTION 3 TOWNSHIP 7 SOUTH RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY UNITED STATES GOVERNMENT SURVEY ACCEPTED MAY 10, 1919, LYING WEST OF THE MID-LINE OF THE PALO VERDE IRRIGATION DISTRICT'S DRAINAGE CANAL, DESIGNATED AS RUNNELL'S DRAIN ON RECORD OF SURVEY ON FILE IN BOOK 17 PAGE 48 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS CONVEYED TO G.B. INVESTMENT CO., AN ARIZONA CORPORATION, BY DEED FROM J.E. MASON AND WIFE, RECORDED MAY 3, 1967, AS INSTRUMENT NO. 37728 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL J3:
AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSE OVER THAT PORTION OF THE LAND WITHIN ROAD EASEMENTS SHOWN AS BUTCH AVENUE, 14TH AVENUE, 15TH AVENUE, 16TH AVENUE AND KEIM BOULEVARD, AS SHOWN OR DEDICATED UPON THE MAP OF PARCEL MAP 14453 ON FILE IN BOOK 100 PAGES 52 THROUGH 58 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
EXCEPTING THEREFROM THOSE ROAD EASEMENTS LYING WITHIN PARCEL A ABOVE.

PARCEL K: (APN'S: 866-021-007-0 AND 866-022-002-6)
THE SOUTH 40 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED MAY 10, 1919 THE NORTH HALF OF SAID NORTHWEST QUARTER BEING SHOWN AS THE WEST TWO-THIRDS OF TRACT 48 IN SAID SECTION 3;

EXCEPTING THEREFROM THE PORTION WHICH LIES WEST OF THE MID-LINE OF THE PALO VERDE IRRIGATION DISTRICT'S DRAINAGE CANAL, DESIGNATED AS RUNNELL'S DRAIN BY RECORD OF SURVEY ON FILE IN BOOK 17 PAGE 48 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THAT CROSSES SAID PROPERTY;
ALSO EXCEPTING THEREFROM THE EAST 30 FEET; ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN STEPHENSON BOULEVARD

PARCEL L: (APN: 863-100-017-2)
THAT PORTION OF PARCEL 18 OF PARCEL MAP 14,453, AS SHOWN BY MAP ON FILE IN BOOK 100 PAGE(S) 52 THROUGH 58, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

BEGINNING AT THE CENTERLINE OF THE INTERSECTION OF 16TH AVENUE AND KEIM BOULEVARD AS SHOWN ON SAID PARCEL MAP 14,453; THENCE NORTH 89° 08' 19" EAST ALONG THE CENTERLINE OF 16TH AVENUE, A DISTANCE OF 218.56 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 18; THENCE SOUTH 01° 32' 20" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 18, A DISTANCE OF 750.00 FEET; THENCE SOUTH 89° 08' 19" WEST CONTINUING ON THE LOT LINE OF SAID PARCEL 18, A DISTANCE OF 75.00 FEET; THENCE SOUTH 01° 32' 20" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 18, A DISTANCE OF 1088.56 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 18; THENCE SOUTH 88° 58' 54" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 18, A DISTANCE OF 100.00 FEET TO A POINT ON THE CENTERLINE OF SAID KEIM BOULEVARD; THENCE NORTH 01° 32' 20" WEST ALONG THE CENTERLINE OF SAID KEIM BOULEVARD, A DISTANCE OF 498.51 FEET; THENCE NORTH 03° 25' 40" WEST CONTINUING ALONG THE CENTERLINE OF SAID KEIM BOULEVARD, A DISTANCE OF 1321.54 FEET TO THE POINT OF BEGINNING, AS PER LOT LINE ADJUSTMENT NO. 1747 DATED AUGUST 24, 1983.

PARCEL 1:
A NON-EXCLUSIVE EASEMENT OF CONVEYANCE OF WATER THROUGH EXISTING CANAL, PIPES, AND PUMPING SYSTEM FOR IRRIGATION OVER AND ACROSS THE SOUTHERLY PORTION OF THE FOLLOWING SAID PROPERTY:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, BEING ALSO SHOWN AS THE WEST TWO-THIRDS OF TRACT 48 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY ACCEPTED MAY 10, 1919, LYING WEST OF THE MID-LINE OF THE PALO VERDE IRRIGATION DISTRICT'S DRAINAGE CANAL, DESIGNATED AS RUNNELL'S DRAIN ON RECORD OF SURVEY ON FILE IN BOOK 17 PAGE 48 OF RECORDS SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS CONVEYED TO G.B. INVESTMENT CO., AN ARIZONA CORPORATION, BY DEED FROM J.E. MASON AND WIFE, RECORDED MAY 3, 1967 AS INSTRUMENT NO. 37728 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCELS 1 THROUGH 9, 2 THROUGH 16, INCLUSIVE, AS SHOWN BY PARCEL MAP 14907 OF FILE IN BOOK 87 PAGES 96 TO 98 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPT ALL OIL, GAS, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER, AND ALL OTHER MINERAL DEPOSITS CONTAINED IN SAID LAND (EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE), AND FURTHER RESERVING TO THE STATE OF CALIFORNIA, AND PERSONS AUTHORIZED BY THE STATE, THE RIGHT TO DRILL FOR AND EXTRACT SUCH DEPOSITS OF OIL AND GAS, OR GAS, AND TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS OR OTHER MINERALS FROM SAID LAND (EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE), AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF SAID LAND AS MAY BE REQUIRED THEREFOR, UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF CHAPTER 5, PART 1, DIVISION 6 OF THE PUBLIC RESOURCES CODE, AS RESERVED IN THE PATENT FROM THE STATE OF CALIFORNIA, RECORDED AUGUST 31, 1951 IN BOOK 1299 PAGE 170 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. THE SELECTION BY THE STATE OF CALIFORNIA OF THE ABOVE DESCRIBED LAND WAS APPROVED BY THE ASSOCIATE DIRECTOR OF THE BUREAU OF LAND MANAGEMENT JUNE 19, 1951, SUBJECT TO VALID RIGHTS AND EXISTING AT DATE OF SELECTION, BUT EXCEPT AND RESERVING TO THE UNITED STATES, ALSO EXCEPT ALL ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, SUBJECT TO THE RESERVATION THAT THE STATE AND PERSONS AUTHORIZED BY IT MAY PROSPECT FOR AND REMOVE SUCH DEPOSITS AND OCCUPY THE SURFACE OF THE LAND FOR THAT PURPOSE, AS DESCRIBED IN SECTIONS 6402 AND 6403, OF PUBLIC RESOURCES CODE.

APN: 863-030-002-2 (Affects Parcel 1)
863-030-003-3 (Affects Parcel 2)
863-030-004-4 (Affects Parcel 3)
863-030-005-5 (Affects Parcel 4)
863-030-006-6 (Affects Parcel 5)
863-030-007-7 (Affects Parcel 6)
863-030-008-8 (Affects Parcel 7)
863-030-009-9 (Affects Parcel 8)
863-030-010-9 (Affects Parcel 9)
863-030-013-2 (Affects Parcel 12)
863-030-014-3 (Affects Parcel 13)
863-030-015-4 (Affects Parcel 14)
863-030-016-5 (Affects Parcel 15)
863-030-017-6 (Affects Parcel 16)

PARCEL 1:
THE WEST 30.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH LIES NORTH OF THE NORTH LINE OF THE STATE HIGHWAY ACQUIRED BY ORDER OF CONDEMNATION, RECORDED MARCH 3, 1969 AS INSTRUMENT NO. 20981, OFFICIAL RECORDS.

EXCEPT THAT PORTION DESCRIBED BY DEED TO THE STATE OF CALIFORNIA RECORDED MAY 19,1946 AS INSTRUMENT NO. 2906, OFFICIAL RECORDS.

PARCEL 2:
PARCELS 1 THROUGH 16 OF PARCEL MAP 16920, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 112, PAGES 44 THROUGH 49 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT ALL OIL, GAS, OILSHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS, AS RESERVED BY THE STATE OF CALIFORNIA IN PATENT RECORDED APRIL 8,1954 AS INSTRUMENT NO. 17593, OFFICIAL RECORDS.

PARCEL 5:
PARCELS 1 THROUGH 20,29 THROUGH 33, 38 THROUGH 41 OF PARCEL MAP 14093, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND PARCELS 21 THROUGH 28, 42 THROUGH 46 OF PARCEL MAP 14093, IN THE CITY OF BLYTHE; COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 105, PAGES 78 THROUGH 87 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPTING THEREFROM THOSE PORTIONS OF PARCEL 26 CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED NOVEMBER 1, 1968 AS INSTRUMENT NO. 105219 OF OFFICIAL RECORDS.

PARCEL 7:
A NON-EXCLUSIVE CONDITIONAL EASEMENT AND RIGHT OF WAY OVER THE EAST 30.00 FEET OF SECTIONS 16, 21, 28 AND THAT PORTION OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH LIES NORTH OF OLD CALIFORNIA HIGHWAY 60-70 KNOWN AS HOBSON WAY, UPON THE CONDITIONS AND AGREEMENTS CONTAINED IN THE DOCUMENTS RECORDED JANUARY 12,1977 AS INSTRUMENT NOS. 6140, 6141 AND 6142, ALL OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS.

PARCEL 10:
PARCELS 1 THROUGH 4 OF PARCEL MAP 14293, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 106, PAGES 11 THROUGH 20 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 11:
PARCELS 5 THROUGH 34 OF PARCEL MAP 14293, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 106, PAGES 11 THROUGH 20 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

821-110-004; 821-120-025; 821-120-026; 821-120-027; 821-120-028; 821-120-029; 821-120-030; 821-120-038; 821-120-039; 821-120-040; 821-120-042; 821-120-043; 821-120-044; 821-120-048; 824-080-003; 824-080-006; 879-090-036; 879-090-037; 879-090-038; 879-090-039; 879-090-040; 879-090-041; 879-090-042; 879-090-043; 879-090-044; 879-090-045; 879-090-048; 879-090-049; 879-090-050; 879-090-051; 879-110-013; 879-110-014; 824-090-009; 824-090-024; 824-102-013; 824-102-014; 824-102-015; 824-102-018; 824-130-006; 824-130-007; 863-040-001; 863-040-015; 863-040-017; 863-040-020; 863-040-021; [illegible]; 863-050-007; 863-050-008; 863-050-009; 863-[illegible]; 863-060-016; 863-060-017; 863-060-018; 863-070-018; 863-070-019; 863-070-022; 863-100-005; 863-100-006; 863-100-008; 863-100-009; 863-100-010; 863-100-011; 863-100-012; 863-100-016; 863-100-017; 866-021-007; 866-022-002; 863-030-015; 863-030-010; 863-030-008; 863-030-003; 863-030-004; 863-030-016; 863-030-017; 863-030-005; 863-030-006; 863-030-014; 863-030-002; 863-030-013; 863-030-008

CASE:CUP03685
EXHIBIT: A (Sheet 1)
DATE: 10/15/13
PLANNER: L ROSS

THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD
D	INCORPORATED COUNTY PLANNING DEPT. COMMENTS	9/10/13				
C	REVISED LAYOUT	5/15/12				
B	ADRESSED COUNTY COMMENTS	9/08/11				
A	ISSUED FOR REVIEW	6/14/11	MNR	•	•	•

REFERENCE DRAWINGS

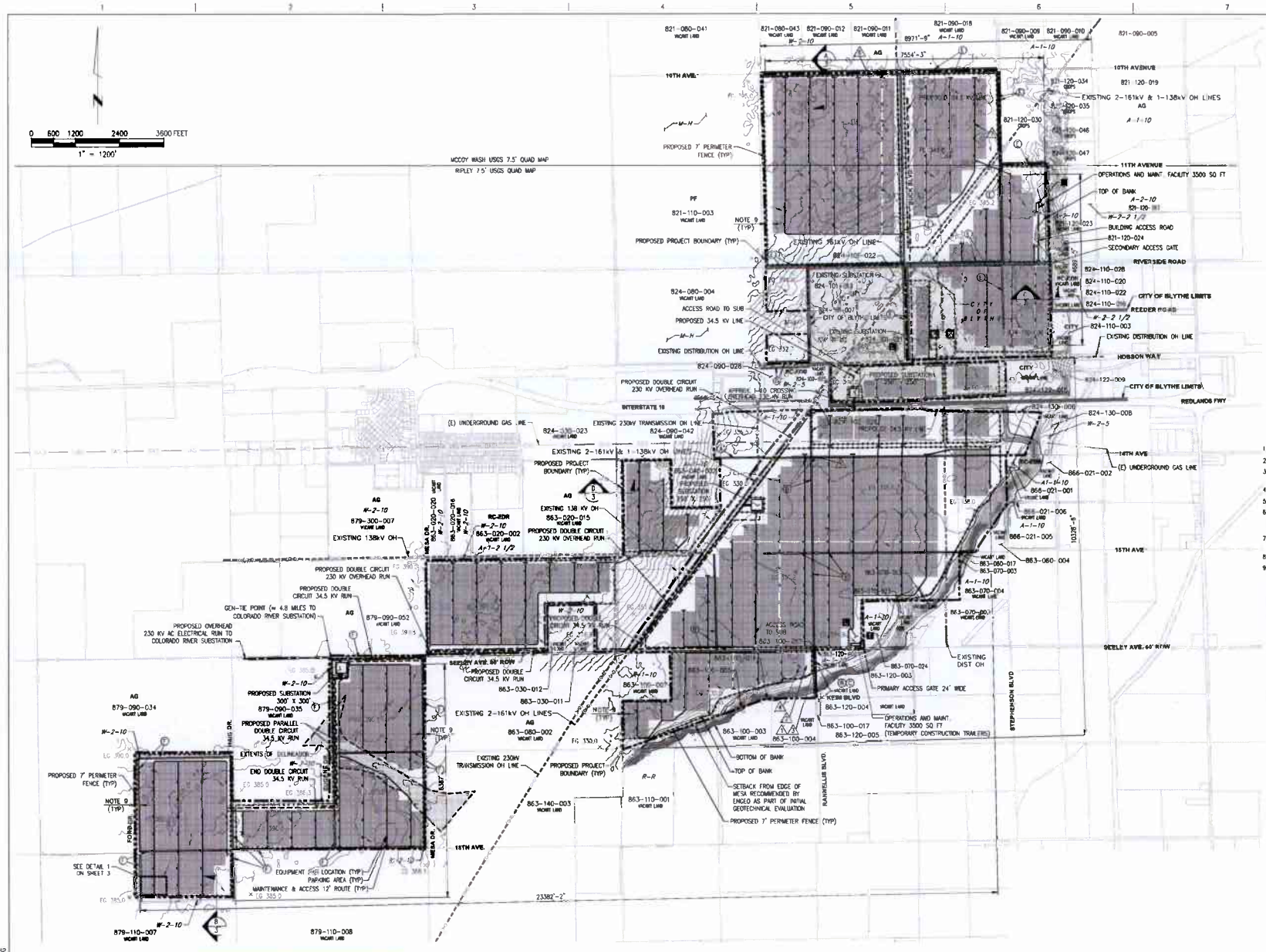
DSGN
DRN: MNR 9/08/11
CKD
SCALE: NONE
FOR 22x34 DWG ONLY

POWER ENGINEERS

RRG AND SOLAR STAR BLYTHE MESA
COLORADO RIVER
BLYTHE, CALIFORNIA
BLYTHE MESA SOLAR PROJECT FOR CONDITIONAL USE PERMIT NO. 03685

JOB NUMBER: 123128
REV: D
DRAWING NUMBER: 1 OF 3

123128_CUP_1.DWG



LEGEND:

- NOT A PART OF COUNTY CUP
- PROPOSED PROJECT BOUNDARY
- PROJECT GEN-TIE LINES 230kV
- PROJECT GEN-TIE LINES 34.5kV
- EXISTING OVERHEAD LINES
- EXISTING EASEMENT
- W-2-10 INDICATES ZONING
- DIRECTIONAL FLOW ARROW
- EG 390.8 EXISTING GRADE SPOT ELEVATION
- FG 380.50 FINISH GRADE SPOT ELEVATION
- INDICATES ACCESS GATE (ALONG SEELEY AVE.)
- INDICATES EXISTING UNDERGROUND GAS LINE
- INDICATES PROPOSED 7' PERIMETER FENCE
- TEMPORARY AREA FOR CONSTRUCTION TRAILERS
- TEMPORARY LAYDOWN AREAS INCLUDE GALVANIZED TORQUE TUBES IN PRE-FAB WOODEN CRADLES/TOOLS/DRIBBING/CONTAINERS/PIERS/FASTNERS (NUTS,BOLTS, ETC.) /DRIVE MOTORS/ ELECTRIC CABLE

ITEMS TO BE REMOVED:

ITEM #	PARCEL	STRUCTURE	SIZE
1	863-100-016	SHOP	58' X 25'
2	863-100-018	HOUSE W/ POOL AND DETACHED 4 CAR GARAGE	2300 SQ FT
3	863-100-016	SHORAGE SHED	12' X 28'
4	863-100-016	MOBILE HOME	24' X 40'
5	863-060-015	MOBILE HOME	24' X 45'
6	821-120-026	SHOP	75' X 150'
7	821-120-039	SHOP	30' X 45'

NOTES:

1. 90 MPH WIND ZONE, EXPOSURE C, SNOW LOAD 0PSF
2. TOPO-MAP SHOWN WITH 5' INTERVAL; ARRAY SHOWN ON AERIAL IMAGE.
3. ALL STRUCTURES WILL BE REMOVED BY THE DEVELOPER PRIOR TO CONSTRUCTION.
4. PROPOSED PROJECT WILL HAVE 7 FOOT EQUESTRIAN FENCE.
5. MAIN ACCESS POINTS TO HAVE 24' ROADS EACH, WITH 24' WIDE GATE.
6. THIS DESIGN INCORPORATES OPEN SPACE REQUIREMENTS PER THE AIRPORT LAND USE GUIDELINES, AND INCORPORATES APPROPRIATE SETBACKS AS DESIGNATED BY THE ZONING ORDINANCE.
7. O&M BUILDINGS (LESS THAN 3500 SQ FT) WILL HAVE GRAVEL PARKING LOTS FOR UP TO 10 VEHICLES.
8. PROJECT WILL NOT INCLUDE ADDITIONAL WATER SUPPRESSION FOR FIRE.
9. ALL PANELS WILL BE A MINIMUM OF 30' FROM FENCED PROPERTY LINE.

NO MASS GRADING WIL BE REQUIRED FOR PROJECT SITE. EXISTING GRADE ELEVATIONS AND DRAINAGE PATTERNS WILL NOT CHANGE.

BROAD SHEET FLOW EXISTS. THE NATURAL WATERCOURSE DELINEATED IN THE SOUTHEASTERN PARCEL WILL BE LARGELY AVOIDED. WHERE EQUIPMENT MAY ENCROACH THE DELINEATED AREA, PIERS CAN BE DESIGNED TO MEET SCOUR CALCULATIONS AND EQUIPMENT/HARDWARE CAN BE ELEVATED TO MAINTAIN EXISTING DRAINAGE PATTERNS.

UNDERGROUND DIRECT BURIAL LINE:

THERE WILL BE DIRECT BURIED 34.5kV COLLECTOR CIRCUITS WHICH WILL TIE EACH OF THE INVERTER AC STATIONS BACK TO THE SUBSTATION. THESE COLLECTOR CIRCUITS WILL TRANSITION FROM UNDERGROUND TO OVERHEAD AT SOME POINT PRIOR TO ENTERING THE SUBSTATION. THE DIRECT BURIED CIRCUIT SHALL BE A 3-1/C CONSTRUCTION WITH MINIMUM 1000# XLPE OR EPR INSULATION AND HEAVY DUTY PVC JACKET SUITABLE FOR DIRECT BURIAL. THE CONDUCTOR SHALL BE ALUMINUM AND SHALL RANGE IN SIZE FROM 1/0 TO 750KCMIL AND SHALL HAVE AN APPROPRIATELY SIZED CONCENTRIC NEUTRAL. THE ROUTING AND SIZING OF THE DIRECT BURIED COLLECTOR CIRCUIT AND THE LOCATION OF THE UNDERGROUND/OVERHEAD TRANSITION SHALL BE DETERMINED DURING DETAILED DESIGN AND SHALL BE IDENTIFIED WITHIN CONSTRUCTION PERMIT PACKAGES.

EASEMENT LEGEND:

- (A) COCOPAH #27
- (B) COCOPAH #41
- (C) COCOPAH #45
- (D) SUNWORLD #61
- (E) SUNWORLD #70
- (F) SUNWORLD #73

NOTE: SEE SHEET 1 FOR EASEMENT INFORMATION

123128_CUP_ZONING

CASE:CUP03685
EXHIBIT: A (Sheet 2)
DATE: 10/15/13
PLANNER: L ROSS

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
C	INCORPORATED COUNTY PLANNING DEPT. COMMENTS	9/10/13	MMR				
B	REVISED LAYOUT	5/15/12	MMR				
A	ISSUED FOR REVIEW	12/12/11	MMR				

DSGN
DRN MMR 12/12/11
CKD
SCALE: AS SHOWN
FOR 24x36 DWG ONLY

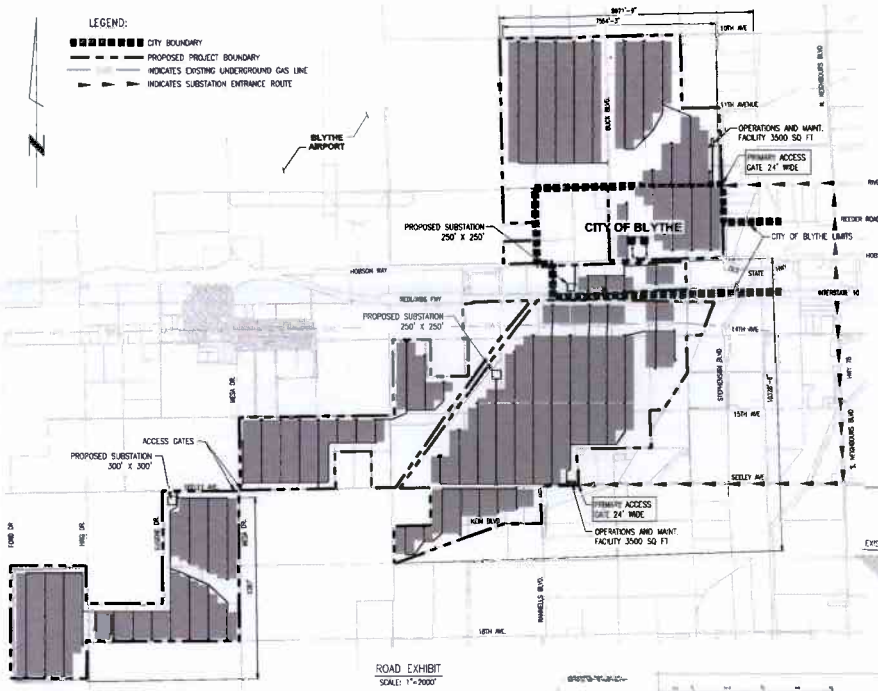
POWER ENGINEERS

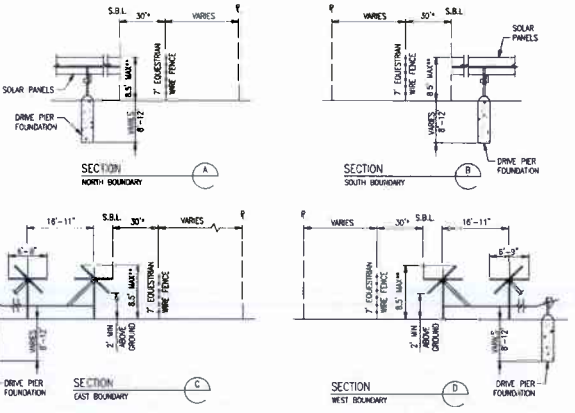
RRG AND SOLAR STAR BLYTHE MESA
COLORADO RIVER
BLYTHE, CALIFORNIA

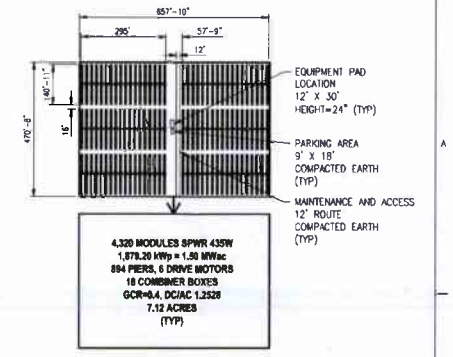
BLYTHE MESA SOLAR PROJECT SITE PLAN
FOR CONDITIONAL USE PERMIT NO. 03685

JOB NUMBER 123128 | REV C

DRAWING NUMBER 2 OF 3



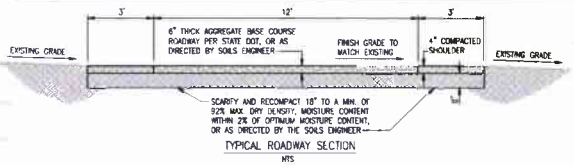


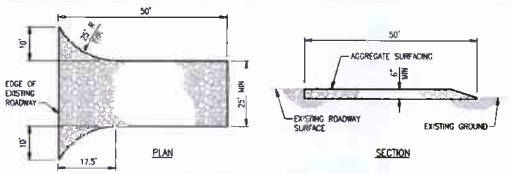


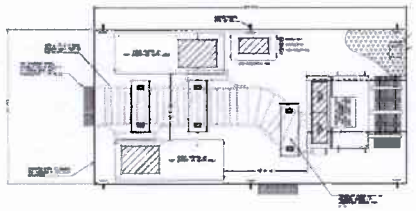
PROPOSED SYSTEM SPECIFICATIONS:

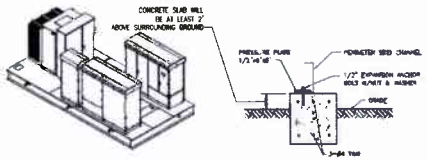
608,860.80 kWp = 485 MWac
(1,451,520) HIGH EFF. (435W) MODULES
10 MODULES/STRING, 145,152 STRINGS
1,944 DRIVE MOTORS, 290,656 PIERS
324 EQUIPMENT PADS, 3 SUBSTATIONS
GCR=0.4, AZIMUTH ANGLE 0°

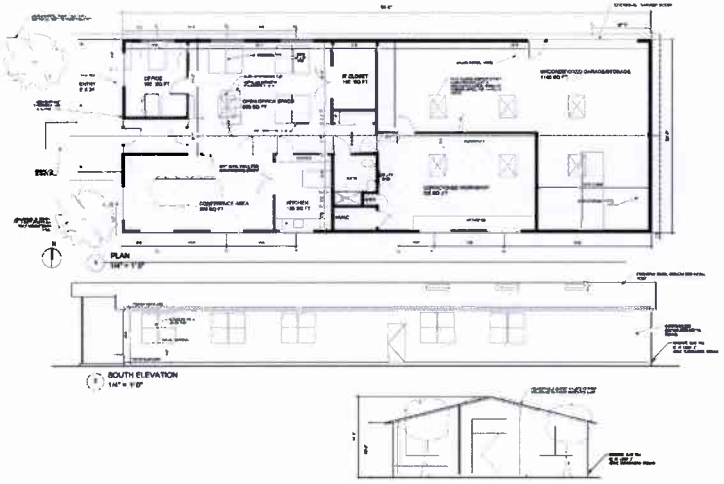
NOTE: THE PROPOSED ARRAY LAYOUT SHOWN IS DESIGNED TO FIT EXISTING CONDITIONS AS THEY ARE DESCRIBED ON THIS DRAWING. kWp AND MODULE QUANTITY, TYPE AND LAYOUT ARE SUBJECT TO CHANGE BASED ON SUNPOWER VERIFICATION OF ACTUAL SITE CONDITIONS, AS WELL AS ON MODULE AVAILABILITY AT THE DATE OF ORDER.

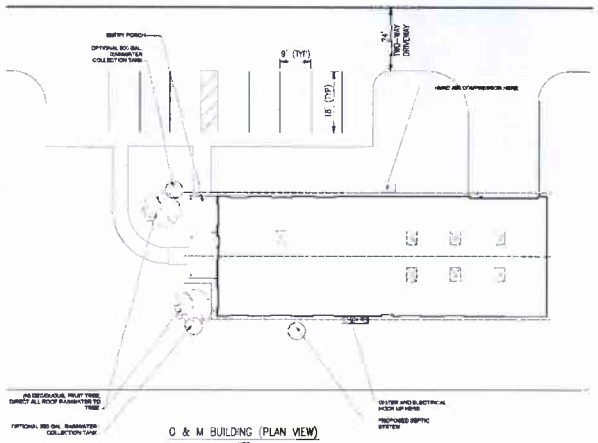












CASE:CUP03685
EXHIBIT A (Sheet 3)
DATE: 10/15/13
PLANNER: L ROSS

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
D	INCORPORATED COUNTY PLANNING DEPT. COMMENTS	9/10/13					
C	REVISED LAYOUT	5/15/12					
B	ADRESSED COUNTY COMMENTS	9/08/11					
A	ISSUED FOR REVIEW	6/14/11	MNR	"	"	"	

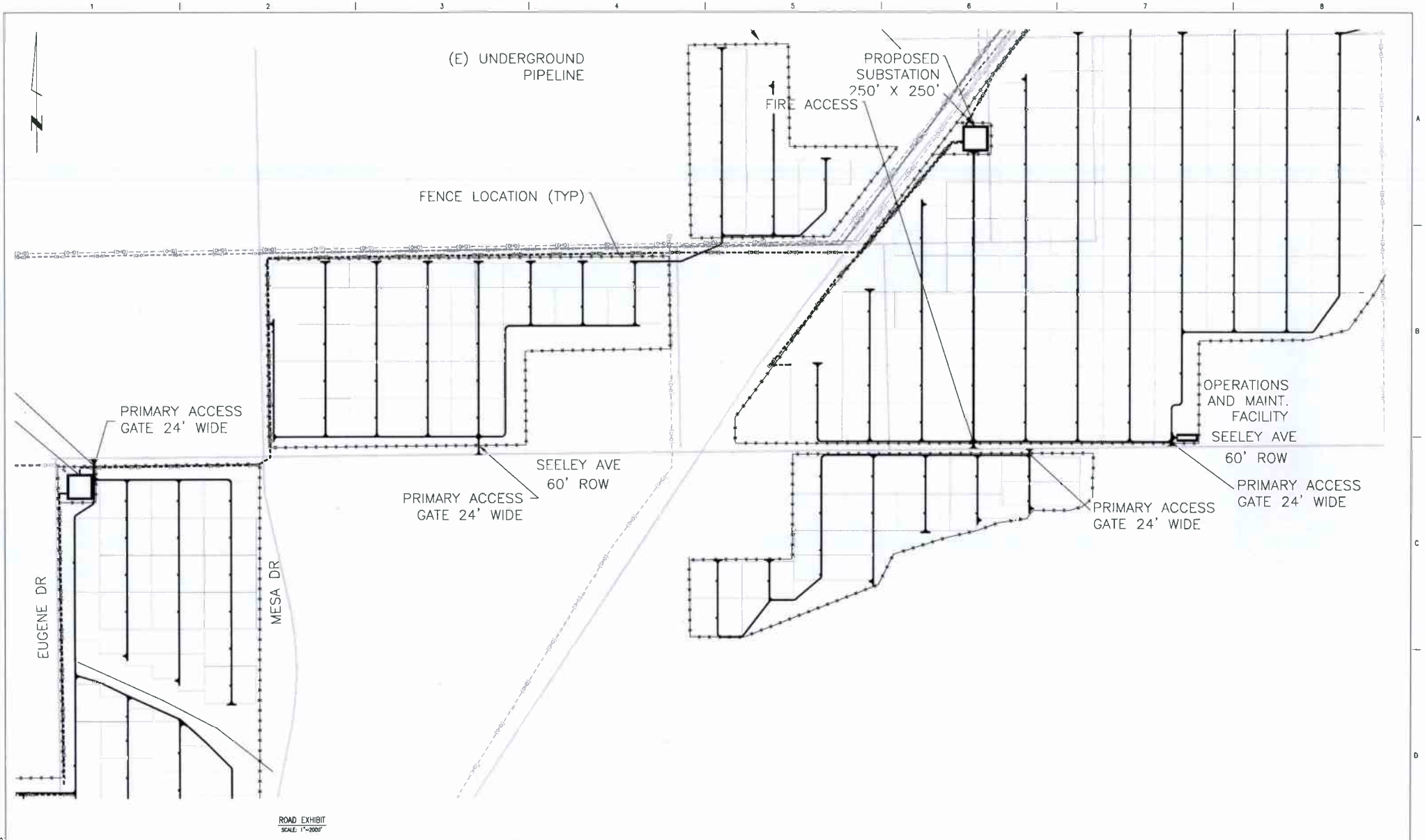
DSGN
DRN MNR 9/08/11
CKD
SCALE: AS SHOWN
FOR 22x34 DWG ONLY

POWER ENGINEERS

RRG AND SOLAR STAR BLYTHE MESA
COLORADO RIVER
BLYTHE, CALIFORNIA
BLYTHE MESA SOLAR PROJECT SITE PLAN FOR CONDITIONAL USE PERMIT NO. 03685

JOB NUMBER 123128
REV D
DRAWING NUMBER 3 OF 3

123128_CUP_3.DWG



123128_CUP_4.DWG

CASE CUP03685
EXHIBIT: Seely Access Exhibit
DATE: 10/15/13
PLANNER: L ROSS

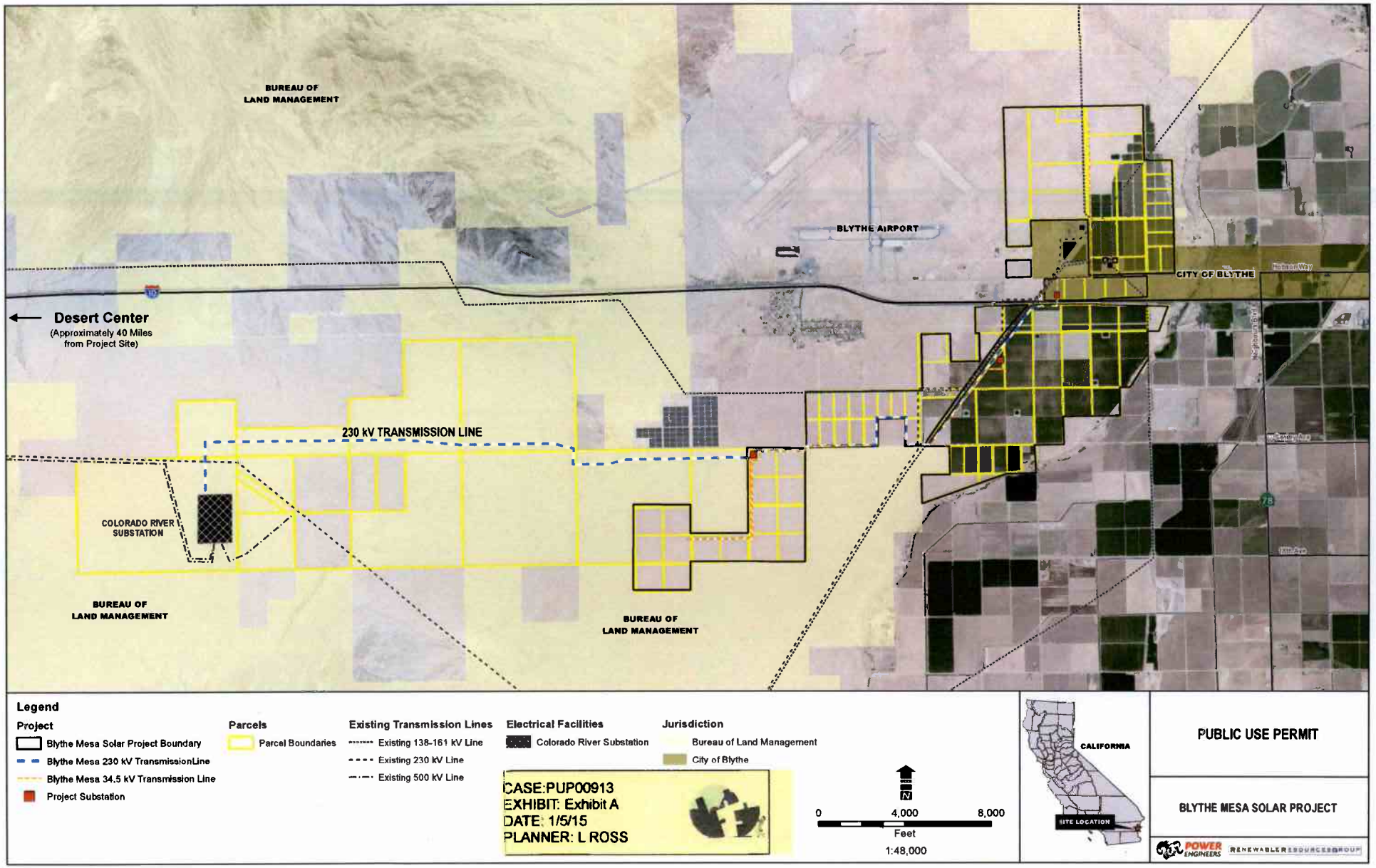
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
A	issued to make section from dwg-2 larger	8/14/11	dls	•	•	•	

DSGN
DRN MNR 9/08/11
CKD
SCALE: AS SHOWN
FOR 22x34 DWG ONLY

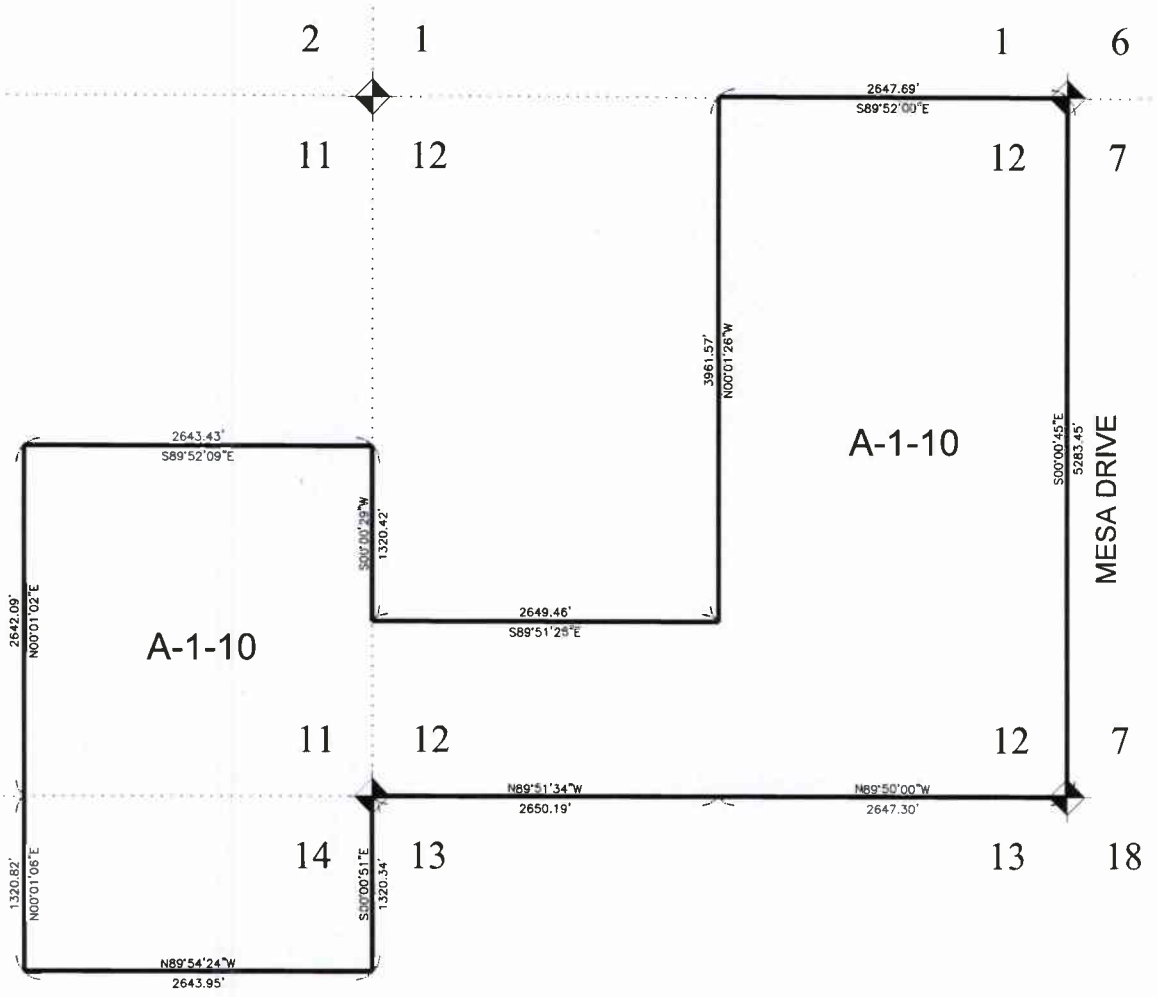
POWER ENGINEERS

RRG AND SOLAR STAR BLYTHE MESA
COLORADO RIVER
BLYTHE, CALIFORNIA
BLYTHE MESA SOLAR PROJECT SITE PLAN
FOR CONDITIONAL USE PERMIT NO. 03685

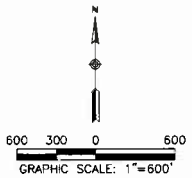
JOB NUMBER 123128
REV D
DRAWING NUMBER 4 OF 4


BUREAU OF
LAND MANAGEMENT
BLYTHE AIRPORT
CITY OF BLYTHE
Desert Center
(Approximately 40 Miles
from Project Site)
230 kV TRANSMISSION LINE
COLORADO RIVER
SUBSTATION
BUREAU OF
LAND MANAGEMENT
BUREAU OF
LAND MANAGEMENT
Legend
Project
Blythe Mesa Solar Project Boundary
Blythe Mesa 230 kV TransmissionLine
Blythe Mesa 34.5 kV Transmission Line
Project Substation
Parcels
Parcel Boundaries
Existing Transmission Lines
Existing 138-161 kV Line
Existing 230 kV Line
Existing 500 kV Line
Electrical Facilities
Colorado River Substation
Jurisdiction
Bureau of Land Management
City of Blythe
CASE:PUP00913
EXHIBIT: Exhibit A
DATE: 1/5/15
PLANNER: L ROSS
N
0
4,000
8,000
Feet
1:48,000
CALIFORNIA
SITE LOCATION
PUBLIC USE PERMIT
BLYTHE MESA SOLAR PROJECT
POWER ENGINEERS
RENEWABLE RESOURCES GROUP

CHUCKAWALLA AREA
SEC. 11, 12 & 14, T.7S., R.21E., S.B.B. & M.



A-1-10	RESIDENTIAL AGRICULTURAL 10 ACRE MIN. LOT AREA



MAP NO. _____

CHANGE OF OFFICIAL ZONING PLAN

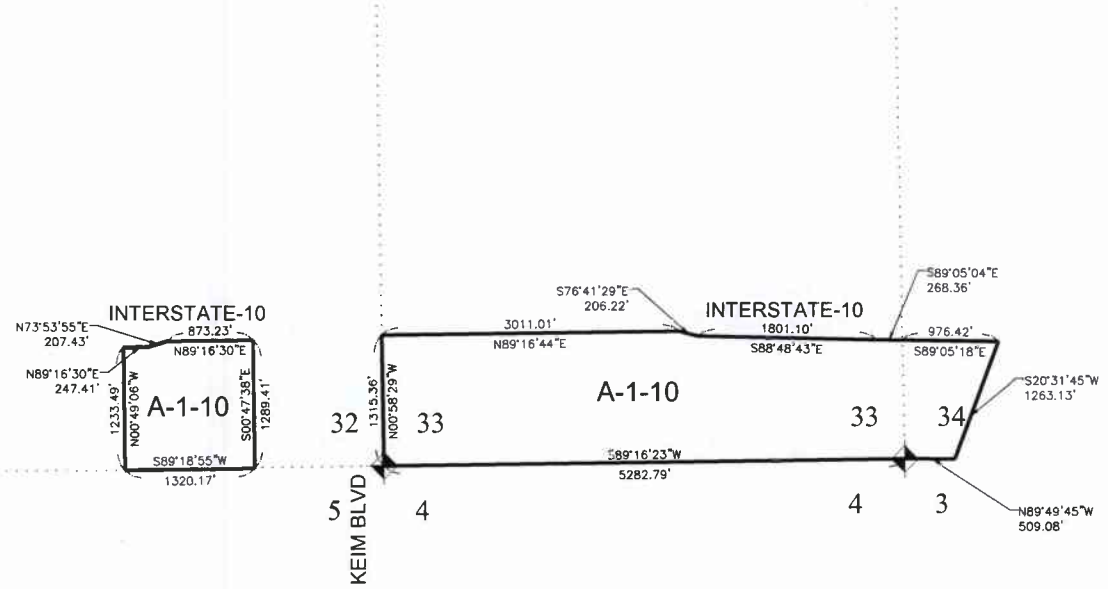
AMENDING
MAP NO.2, ORDINANCE NO. 348

CHANGE OF ZONE CASE NO. 7831
ADOPTED BY ORDINANCE NO. 348
DATE _____
RIVERSIDE COUNTY BOARD OF SUPERVISORS

APN 879-090-036 THROUGH 045
APN 879-090-048 THROUGH 051
APN 879-110-013 THROUGH 014

CHUCKAWALLA AREA

SEC. 32, 33, & 34, T.6S., R.22E., S.B.B. & M.



A-1-10 — RESIDENTIAL AGRICULTURAL
10 ACRE MIN. LOT AREA

MAP NO. _____

CHANGE OF OFFICIAL ZONING PLAN

AMENDING
MAP NO.2, ORDINANCE NO. 348

CHANGE OF ZONE CASE NO. 7831
ADOPTED BY ORDINANCE NO. 348
DATE _____
RIVERSIDE COUNTY BOARD OF SUPERVISORS

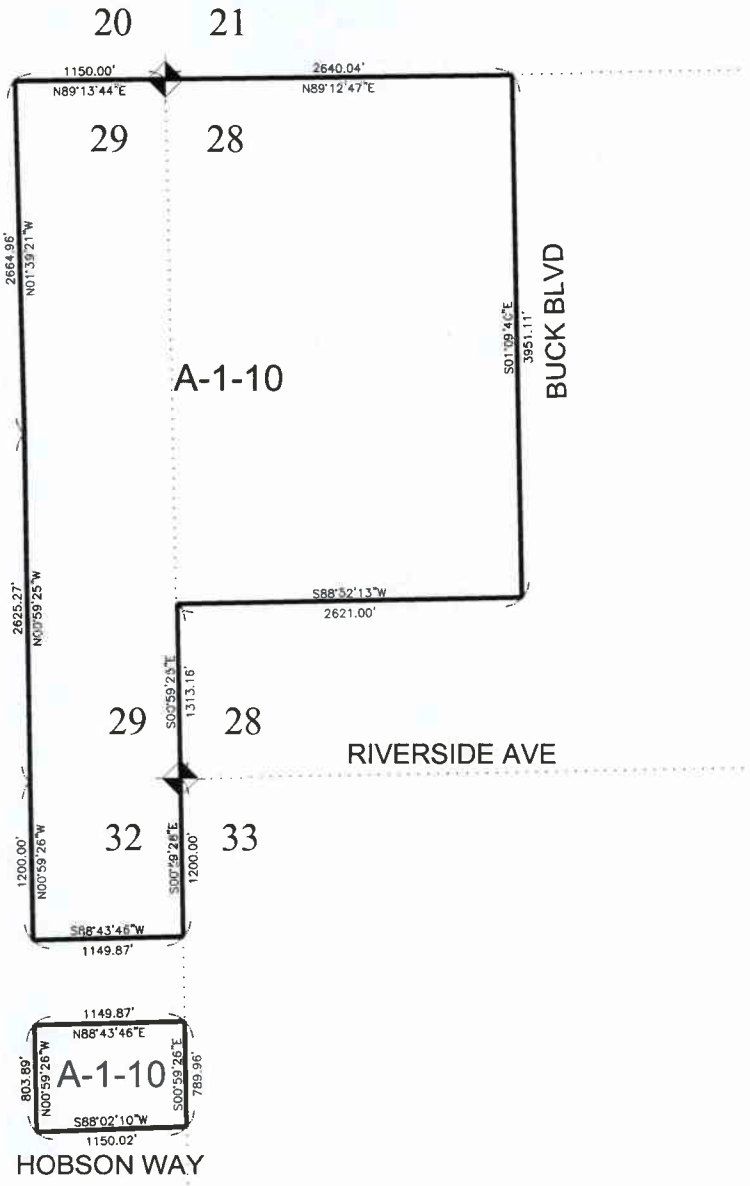
N

800 400 0 800

GRAPHIC SCALE: 1"=800'

APN 824-090-009
APN 824-102-013 THROUGH 016
APN 824-130-006 THROUGH 007

CHUCKAWALLA AREA
SEC. 28, 29, & 32, T.6S., R.22E., S.B.B. & M.



A-1-10	RESIDENTIAL AGRICULTURAL 10 ACRE MIN. LOT AREA

MAP NO. _____

CHANGE OF OFFICIAL ZONING PLAN

AMENDING
MAP NO.2, ORDINANCE NO. 348

CHANGE OF ZONE CASE NO. 7831
ADOPTED BY ORDINANCE NO. 348
DATE _____
RIVERSIDE COUNTY BOARD OF SUPERVISORS

600 300 0 600
GRAPHIC SCALE: 1"=600'

APN 821-110-004
APN 821-120-025 THROUGH 027
APN 824-080-003 & APN 824-080-005

ORDINANCE NO. 664.57

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

APPROVING DEVELOPMENT AGREEMENT NO. 79

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 79, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all landowners listed in Development Agreement No. 79 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

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

By:_____
Chairman

ATTEST:

CLERK OF THE BOARD:

By:_____
Deputy

(SEAL)

APPROVED AS TO FORM
March 18, 2015

By: _____
TIFFANY N. NORTH
Deputy County Counsel

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

When recorded return to
Riverside County Planning Director
4080 Lemon Street, 12th Floor
Riverside, CA 92501

DEVELOPMENT AGREEMENT NO. 79

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND RENEWABLE RESOURCES GROUP, GILA FARM LAND LLC, WOODSPUR FARMING LLC and JESUS AND TERESA RIVERA

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DEVELOPMENT AGREEMENT NO. 79

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

RENEWABLE RESOURCES GROUP,
GILA FARM LAND LLC,
WOODSPUR FARMING LLC and
JESUS AND TERESA RIVERA

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Payment" means an amount equal to $150 multiplied by the entire Solar Power Plant Net Acreage and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after 2013 (currently $156 per acre in 2015).

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

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

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

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by COUNTY in connection with interim use of the Property for agricultural uses and development of the Property as a Solar Power Plant including, but not limited to:

(a) Specific plans and specific plan amendments;
(b) Zoning;
(c) Conditional use permits, public use permits and plot plans;
(d) Tentative and final subdivision and parcel maps;
(e) Grading and building permits;
(f) Any permits or entitlements necessary from the COUNTY for Southern California Edison's distribution-level electrical service to the Project;
(g) Any permits or other entitlements and easements necessary from COUNTY for the Hobson Way gen-tie crossing, gen-tie and access road crossing and improvements;
(h) Any permits or other entitlements and easements necessary from COUNTY for the Riverside Drive and Seeley Ave. access road and improvements; and
(i) Right of Entry agreements to access COUNTY owned wells in the Project vicinity for groundwater well monitoring.

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

1.1.7 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.8 "Effective Date" means the date this Agreement is recorded with the County Recorder.

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

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

1.1.11 "Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30.

1.1.12 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of COUNTY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings and structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the property. "Land Use Regulations" does not include any COUNTY ordinance, resolution, code, rule, regulation or official policy, governing:

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

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

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

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

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

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

1.1.18 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to COUNTY under Section 3.6 of this Agreement.

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

1.1.20 "Solar Power Plant Net Acreage" means the area of all parts of the Property, and any other real property which is part of the Solar Power Plant, that is involved in the production, storage or transmission of power. "Solar Power Plant Net Acreage" includes, but is not limited to, all areas occupied by the power block, solar

collection equipment, spaces contiguous to solar collection equipment, transformers, transmission lines and piping, transmission facilities, buildings, structures, service roads (regardless of surface type and including service roads between collectors), and fencing surrounding all such areas. "Solar Power Plant Net Acreage" shall not include any access roads outside the Property, and shall not include any areas specifically designated and set aside either as environmentally sensitive land or open space land, and shall not include the fencing of such designated lands. The Solar Power Plant Net Acreage under the Existing Development Approvals is 938.84 acres for Unit 1, 232.92 acres for Unit 2, 610.08 acres for Unit 3, 257.96 acres for Unit 4, and 1,357.82 acres for Unit 5; total Solar Power Plant Net Acreage is 3397.62 acres and is described and shown on Exhibit "F" to this Agreement. In the event the Project is modified by any Subsequent Development Approval, the Planning Director, in consultation with the County Executive Officer and County Counsel, shall recalculate the Solar Power Plant Net Acreage as part of such Subsequent Development Approval and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Agreement after the effective date of such Subsequent Development Approval.

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

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

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

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

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

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

Exhibit "C" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" -- Solar Power Plant.

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

Exhibit "G" – Applicable County Development Impact Fees.

Exhibit "H" -- Annual Review Template

2. GENERAL PROVISIONS.

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

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

2.3 Term. This Agreement shall commence on the Effective Date and shall continue for a period of thirty years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. The thirty-year term shall commence upon the issuance of the first grading permit or the first building permit, whichever occurs first.

2.4 Transfer.

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

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

(b) Concurrent with any such transfer, or within fifteen (15) business days thereafter, OWNER shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee, in a form acceptable to COUNTY, and providing therein that the transferee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

(d) OWNER's election to terminate this Agreement. If OWNER elects not to develop all or a portion of the Property as a Solar Power Plant, OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 3685) and Public Use Permit (PUP No. 913) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Solar Power Plants)" set forth in COUNTY Resolution No. 2012-047.

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

2.7 Notices.

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

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

If to COUNTY:

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

with copies to:

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

and

Planning Director
Transportation and Land Management Agency

Riverside County Administrative Center,
4080 Lemon Street, 12th Floor
Riverside, CA 92501
Fax No. (951) 955-1817

and

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

If to OWNER:

Lloys Frates
Renewable Resources Group
113 S. La Brea Ave., 3rd Floor
Los Angeles, CA 90036
Fax No. (323) 930-9114

Gila Farm Land LLC
Lloys Frates
Renewable Resources Group
113 S. La Brea Ave., 3rd Floor
Los Angeles, CA 90036
Fax No. (323) 930-9114

Woodspur Farming LLC
Lloys Frates
Renewable Resources Group
113 S. La Brea Ave., 3rd Floor
Los Angeles, CA 90036
Fax No. (323) 930-9114

Jesus and Teresa Rivera
288 E. Budd Street
Ontario, CA 91716

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or

representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by any such change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Existing Development Approvals shall not expire and shall remain valid for the Term of this Agreement so long as the Project remains in compliance with all conditions of approval for the Existing Development Approvals and in compliance with this Agreement. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. COUNTY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. As set forth in Board of Supervisors Policy No. B-29, any agreements, permits or other approvals from COUNTY necessary to site, develop and operate solar power plants shall be eligible for an expedited entitlement process under the Fast Track Program.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan or the Phasing Plan set forth in Section 3.4.

3.4 Phasing Plan. Development of the Property may occur in phases. Each phase will be defined by the OWNER at the time the OWNER submits design plans to COUNTY for

grading and building permits to allow Solar Power Plant construction. Presently, the OWNER anticipates that the first phase will include Unit 1 (up to 135 MW), site access road, substation, generation tie-line, operations and maintenance building, and distribution line. The second phase will include Unit 2 (up to 25 MW) and distribution line. The third phase will include Unit 3 (up to 85 MW), site access road, substation, generation tie-line, operations and maintenance building and distribution line. The fourth phase will include Unit 4 (up to 35 MW) and distribution line. The fifth phase will include Unit 5 (205 MW), substation, generation tie-line, and distribution line. The phases can be constructed in any order, and phases may be constructed simultaneously. Further, the boundaries and acreages of the phases may differ from those depicted on Exhibit E. If the development of the Solar Power Plant occurs in phases, the Annual Public Benefits Payments called for in Section 4.2 shall be based on the entire Solar Power Plant Net Acreage of that subject phase as that phase is defined by OWNER at the time OWNER submits design plans to COUNTY for grading and building permits to allow Solar Power Plant construction of that subject phase.

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

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings or structures; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

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

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

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

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

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

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

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

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

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent COUNTY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent COUNTY from denying or conditionally approving any Subsequent

Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

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

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

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

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

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Property separately from or jointly with COUNTY and this Agreement does not limit the authority of such other public agencies. For example, pursuant to Government

Code Section 66477 and Section 10.35 of Riverside County Ordinance No. 460, another local public agency may provide local park and recreation services and facilities and in that event, it is permitted, and therefore shall be permitted by the parties, to participate jointly with COUNTY to determine the location of land to be dedicated or in lieu fees to be paid for local park purposes, provided that COUNTY shall exercise its authority subject to the terms of this Agreement.

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

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

4. PUBLIC BENEFITS.

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

4.2 Annual Public Benefit Payments.

4.2.1 Initial Annual Public Benefit Payment. Prior to the issuance of the first grading permit or the first building permit, whichever occurs first, for any part of the Solar Power Plant, OWNER shall pay to COUNTY an amount equal to the Base Payment calculated on the entire Solar Power Plant Net Acreage; provided, however, that such initial annual public benefit payment shall be prorated based on the number of whole months remaining between the date of payment and the first following September 30th.

If the development of the Solar Power Plant occurs in phases, prior to issuance of the first grading permit or the first building permit for the first phased unit, whichever occurs first, for any part of the Solar Power Plant, OWNER shall give notice to COUNTY in writing of OWNER's decision to develop the Solar Power Plant in phases and shall pay to COUNTY an amount equal to the Base Payment calculated on the entire Solar Power Plant Net Acreage for the first phased unit that the OWNER seeks to develop; provided however, that such initial annual public payment shall be prorated

based on the number of whole months remaining between the date of payment and the first following September 30th. Prior to issuance of the first grading permit or the first building permit for each successive phased unit, whichever occurs first, for any part of the Solar Power Plant, OWNER shall pay to COUNTY an amount equal to the Base Payment calculated on the entire Solar Power Plant Net Acreage for each such successive phased unit; provided however, that such initial annual public benefit shall be prorated based on the number of whole months remaining between the date of payment and the first following September 30th.

4.2.2 Subsequent Annual Public Benefit Payments. Prior to the first September 30th following the initial annual public benefit payment and each September 30th thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment.

4.2.3 Suspension of Power Production. In the event the County takes action which compels a Solar Power Plant included in the Solar Power Plant Net Acreage to stop all power production for a period longer than 90 consecutive days for any reason other than a default under this Agreement or a violation of the conditions of approval of any Existing Development Approval or Subsequent Development Approval, the next payment due under Subsection 4.2.2 may be reduced up to 50 percent based on the period of time the Solar Power Plant was compelled to remain inoperative.

4.2.4 Continuation of Payments. Should all or any portion of Property become part of a city or another county, the payments payable pursuant to Subsection 4.2.2 shall be paid to COUNTY prior to the effective date of incorporation or annexation. During any incorporation or annexation proceeding, OWNER shall agree that any incorporation or annexation may be conditioned so as to require OWNER to make said payments to COUNTY prior to the effective date of incorporation or annexation.

4.2.5 Limited Third Party Beneficiary. Due to the unique location of the project, the parties acknowledge and agree that the City of Blythe shall be a limited third party beneficiary under this Agreement and that the OWNER shall pay 10% of the annual public benefits called for in Sections 4.2.1, 4.2.2, 4.2.3, and 4.2.4 directly to the City of Blythe. City of Blythe shall have no other rights or benefits under this Agreement other than solely for the limited annual public benefit payments set forth in this Section. The City of Blythe shall have no right of action against the County based upon any provision of this Section or any other provision of this Agreement. OWNER shall document compliance with this Section yearly in its annual review report required under Section 6.1 of this Agreement. The remaining 90% of the annual public benefit payments called for in Sections 4.2.1, 4.2.2, 4.2.3, and 4.2.4 shall be used by the Board of Supervisors consistent with Resolution No. 2013-158 which establishes the requirements, limitations and procedures concerning the use of payments collected under a development agreement involving a solar power plant.

4.3. Local Sales and Use Taxes. OWNER and COUNTY acknowledge and agree that solar power plant owners have substantial control with respect to sales and use taxes payable in connection with the construction of a solar power plant and a corresponding responsibility to

assure that such sales and use taxes are reported and remitted to the California State Board of Equalization (BOE) as provided by law. To ensure allocation directly to COUNTY, to the maximum extent possible under the law, of the sales and use taxes payable in connection with the construction of the solar power plant including, OWNER shall do the following, consistent with law:

(a) If OWNER meets the criteria set forth in applicable BOE regulations and policies, OWNER shall obtain a BOE permit, or sub-permit, for the solar power plant jobsite and report and remit all such taxable sales or uses pertaining to construction of the solar power plant using the permit or sub- permit for that jobsite to the maximum extent possible under the law.

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

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

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

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

(f) OWNER shall deliver to COUNTY or its designee (as provided in section (g) below) copies of all sales and use tax returns pertaining to the solar

power plant filed by the OWNER, its contractors and Major Subcontractors. Such returns shall be delivered to COUNTY or its designee within thirty (30) days of filing with the BOE. Such returns may be redacted to protect, among other things, proprietary information and may be supplemented by additional evidence that payments made complied with this policy.

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

4.4 Development Impact Fees. Ordinance No. 659 is the COUNTY'S Development Impact Fee Program ("DIF") adopted under the authority of the Mitigation Fee Act. DIF applies to all development in COUNTY under the COUNTY'S land use jurisdiction. Per Ordinance No. 659, the fees collected under the DIF program "shall be used toward the construction and acquisition of Facilities identified in the Needs List and the acquisition of open space and habitat." OWNER and COUNTY acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial or industrial development. For that reason, OWNER and COUNTY agree that the application and payment of the surface mining Development Impact Fee category from Ordinance No. 659 computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 is appropriate for the Project due to similar development Impacts. The applicable Development Impact Fees for the Project are set forth in Exhibit G to this Agreement.

5. FINANCING OF PUBLIC IMPROVEMENTS.

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

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

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

(b) If OWNER is in default in the payment of any taxes and/or assessments,

OWNER shall be considered to be in default of this Agreement and COUNTY may, in its sole discretion, initiate proceedings pursuant to Section 8.4 of this Agreement.

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

6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

(a) During either an annual review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

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

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

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

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

(a) The time and place of the hearing;

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

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

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

6.6 Certificate of Agreement Compliance. If, at the conclusion of an annual or special review, OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent annual or special review and based upon the information known or made known to the TLMA Director and Board of Supervisors that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after an annual or a special review and shall state the anticipated date of commencement of the next annual review. OWNER may record the Certificate with the County Recorder.

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

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

Notwithstanding anything in this Article 8 to the contrary, OWNER's liability to COUNTY in connection with this Agreement shall be limited to direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

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

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 4.2.6 (c) and Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or

suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

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

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

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

9. THIRD PARTY LITIGATION.

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

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

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

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

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

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

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

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, COUNTY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or

otherwise engages to defend COUNTY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse COUNTY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

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

10. MORTGAGEE PROTECTION.

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

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to solar power plant use except in full compliance with this Agreement. A Mortgagee in

possession shall not have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

11.6 Gender and Number. As used herein, the neuter gender includes the masculine and feminine, the feminine gender includes the masculine, and the masculine gender includes the

feminine. As used herein, the singular of any word includes the plural.

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

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

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

11.10 No Third Party Beneficiaries. Unless expressly stated herein, this Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

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

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

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

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining

the validity of any provision of this Agreement shall be filed and tried in the Riverside Historic Courthouse of the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

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

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

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain. As used herein, "Material Condemnation" means a condemnation of all or a portion of the Property that will have the effect of preventing development of the Project in accordance with this Agreement. In the event of a Material Condemnation, OWNER may (i) request the COUNTY to amend this Agreement and/or to amend the Development Plan, which amendment shall not be unreasonably withheld, (ii) decide, in its sole discretion, to challenge the condemnation, or (iii) request that COUNTY agree to terminate this Agreement by mutual agreement, which agreement shall not be unreasonably withheld, by giving a written request for termination to the COUNTY.

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

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

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

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

COUNTY OF RIVERSIDE

Dated:

By:_____

Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

By: _____

Deputy

(SEAL)

G:\Property\TNorth\Blythe Mesa Solar\DA No 79 Blythe Mesa Final.docx

FORM APPROVED COUNTY COUNSEL
BY: _____ 3/23/15
TIFFANY N. NORTH DATE

OWNER:

RENEWABLE RESOURCES GROUP

Dated:

By: _____

Print Name and Title: _____

By: _____

Print Name and Title: _____

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

OWNER:

GILA FARM LAND LLC

Dated:

By: _____

Print Name and Title: _____

By: _____

Print Name and Title: _____

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

OWNER:

WOODSPUR FARMING LLC

Dated:

By: _____

Print Name and Title: _____

By: _____

Print Name and Title: _____

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

OWNER:

JESUS AND TERESA RIVERA

Dated:

By: _____

Print Name: _____

By: _____

Print Name: _____

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

Development Agreement No. 79

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

DEVELOPMENT AGREEMENT NO. 79

AREA 1

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. BEING PARCELS 1 THROUGH 16 OF PARCEL MAP NO. 16920, FILED IN BOOK 112 OF PARCEL MAPS, PAGE 44-49, RIVERSIDE COUNTY OFFICIAL RECORDS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 3, THENCE ALONG THE BOUNDARY OF SAID PARCEL MAP THE FOLLOWING 12 COURSES:

1. NORTH 00°01'06" EAST 1320.82 FEET;
2. THENCE, NORTH 00°01'02" EAST 2642.09 FEET;
3. THENCE, SOUTH 89°52'09" EAST 2643.43 FEET;
4. THENCE, SOUTH 00°00'29" WEST 1320.42 FEET;
5. THENCE, SOUTH 89°51'28" EAST 2649.46 FEET;
6. THENCE, NORTH 00°01'26" WEST 3961.57 FEET;
7. THENCE, SOUTH 89°52'00" EAST 2647.69 FEET;
8. THENCE, SOUTH 00°00'45" EAST 5283.45 FEET;
9. THENCE, NORTH 89°50'00" WEST 2647.30 FEET;
10. THENCE, NORTH 89°51'34" WEST 2650.19 FEET;
11. THENCE, SOUTH 00°00'51" EAST 1320.34 FEET;
12. THENCE, NORTH 89°54'24" WEST 2643.95 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 641.80 ACRES, MORE OR LESS.

AREA 2

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. BEING PORTIONS OF SECTIONS 4, 5, 6, AND 8, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AND PORTIONS OF SECTIONS 33 AND 34, TOWNSHIP 6 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 16 OF PARCEL MAP NO. 14907, FILED IN BOOK 87 OF PARCEL MAPS, PAGE 96-98, RIVERSIDE COUNTY OFFICIAL RECORDS. THENCE ALONG THE WEST BOUNDARY OF LAST SAID PARCEL 16 AND 1 NORTH 00°00'00" EAST 2641.71 FEET; THENCE ALONG THE NORTH BOUNDARY OF LAST SAID PARCELS 1 THROUGH 8 SOUTH 89°51'15" EAST 5265.14 FEET; THENCE NORTH 00°46'30" WEST 2621.96 FEET TO THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89°17'37" EAST 1391.84 FEET; THENCE SOUTH 00°45'20" EAST 1310.86 FEET; THENCE NORTH 89°17'34" EAST 1250.61 FEET; THENCE NORTH 00°49'06" WEST 1310.88 FEET; THENCE NORTH 00°49'06" WEST 1233.49 FEET TO THE SOUTH LINE OF INTERSTATE NO. 10; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 11 COURSES:

1. NORTH 89°16'30" EAST 247.41 FEET;
2. THENCE, NORTH 73°53'55" EAST 207.43 FEET;
3. THENCE, NORTH 89°16'30" EAST 873.23 FEET;
4. THENCE, NORTH 89°16'38" EAST 126.82 FEET;
5. THENCE, NORTH 86°52'58" EAST 600.53 FEET;
6. THENCE, NORTH 89°16'44" EAST 589.15 FEET;
7. THENCE, NORTH 89°16'44" EAST 3011.01 FEET;
8. THENCE, SOUTH 76°41'29" EAST 206.22 FEET;

9. THENCE, SOUTH 88°48'43" EAST 1801.10 FEET;
10. THENCE, SOUTH 89°05'04" EAST 268.36 FEET;
11. THENCE, SOUTH 89°05'18" EAST 976.42 FEET TO THE BOUNDARY OF THE PALO VERDES IRRIGATION DISTRICT;

THENCE, SOUTH 20°31'45" WEST 1263.13 FEET TO THE SOUTH LINE OF SAID SECTION 34; THENCE NORTH 89°49'45" WEST 509.08 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE ALONG THE EAST BOUNDARY OF PARCEL 6 OF PARCEL MAP NO. 14453 FILED IN BOOK 100 OF PARCEL MAPS, PAGE 52-58, RIVERSIDE COUNTY OFFICIAL RECORDS, SOUTH 01°26'52" EAST 1306.40 FEET; THENCE CONTINUING SOUTH 32°40'21" WEST 1558.67 FEET; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 6 SOUTH 89°18'59" WEST 458.77 FEET; THENCE ALONG THE EAST BOUNDARY OF PARCEL 16 OF PARCEL MAP 14453 SOUTH 00°56'27" EAST 1321.21 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PARCEL 16 AND 15 OF PARCEL MAP 14453 SOUTH 89°03'25" WEST 2640.32 FEET; THENCE ALONG THE EAST BOUNDARY OF PARCEL 14 OF PARCEL MAP 14453 SOUTH 01°31'50" EAST 1303.16 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID PARCEL 14 SOUTH 89°06'19" WEST 1351.79 FEET; THENCE ALONG THE EAST BOUNDARY OF PARCEL 18 OF PARCEL MAP 14453 SOUTH 03°25'40" EAST 1321.54 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PARCEL 18 AND PARCEL 19 OF PARCEL MAP 14453 SOUTH 89°08'23" WEST 1615.20 FEET; THENCE SOUTH 69°23'22" WEST 3908.73 FEET TO THE WEST LINE OF SAID SECTION 8; THENCE ALONG SAID WEST LINE NORTH 00°52'17" WEST 1320.85 FEET TO THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY OF PARCEL 23 OF PARCEL MAP 14453; THENCE ALONG SAID EXTENSION NORTH 89°08'23" EAST 1321.08 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 23; THENCE ALONG THE WEST BOUNDARY THEREOF NORTH 01°16'12" WEST 1321.76 FEET TO THE SOUTH LINE OF SEELEY AVENUE; THENCE ALONG SAID SOUTH LINE SOUTH 89°09'43" WEST 1223.06 FEET; THENCE CONTINUING SOUTH 89°53'56" WEST 144.28 FEET TO THE SOUTHEAST CORNER OF PARCEL 9 OF PARCEL MAP 14907; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 9 NORTH 89°54'41" WEST 555.56 FEET; THENCE ALONG THE WEST LINE OF PARCEL 9 NORTH 00°00'00" EAST 1314.08 FEET; THENCE ALONG THE NORTH LINE OF PARCEL 10 AND 11 OF PARCEL MAP 14907 NORTH 89°51'18" WEST 1340.00 FEET; THENCE ALONG THE EAST LINE OF PARCEL 12 OF PARCEL MAP 14907 SOUTH 00°00'00" WEST 1315.40 FEET; THENCE ALONG THE SOUTH LINE OF PARCELS 12 THROUGH 16 OF PARCEL MAP 14907 NORTH 89°54'41" WEST 743.74 FEET; THENCE CONTINUING NORTH 89°57'25" WEST 2661.26 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1773.89 ACRES, MORE OR LESS.

AREA 3

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. BEING PARCELS 42 THROUGH 46 OF PARCEL MAP NO. 14093, FILED IN BOOK 105 OF PARCEL MAPS, PAGE 78-87, RIVERSIDE COUNTY OFFICIAL RECORDS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 42, THENCE ALONG THE BOUNDARY OF SAID PARCELS THE FOLLOWING 12 COURSES:

1. NORTH 00°00'00" EAST 1009.93 FEET TO THE SOUTH LINE OF HOBSON WAY;
2. THENCE ALONG SAID SOUTH LINE NORTH 88°18'12" EAST 744.53 FEET;
3. THENCE CONTINUING, NORTH 88°18'25" EAST 195.46 FEET;
4. THENCE CONTINUING, NORTH 88°18'14" EAST 1121.05 FEET;
5. THENCE CONTINUING, NORTH 88°18'16" EAST 1322.30 FEET;
6. THENCE CONTINUING, NORTH 88°18'16" EAST 1049.85 FEET;
7. THENCE CONTINUING NORTH 88°15'32" EAST 268.85 FEET;
8. THENCE LEAVING SAID SOUTH LINE, SOUTH 01°09'39" EAST 968.30 FEET TO THE NORTH LINE OF INTERSTATE NO. 10;
9. THENCE ALONG SAID NORTH LINE, SOUTH 86°43'06" WEST 264.99 FEET;
10. THENCE CONTINUING, SOUTH 87°22'15" WEST 1801.10 FEET;
11. THENCE CONTINUING, SOUTH 75°14'31" WEST 206.19 FEET;
12. THENCE CONTINUING, SOUTH 89°16'48" WEST 2456.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 109.44 ACRES, MORE OR LESS.

AREA 4

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. BEING A PORTION OF SECTIONS 27, 28, 29, 32, AND 33 OF TOWNSHIP 6 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 38 OF PARCEL MAP NO. 14093, FILED IN BOOK 105, OF PARCEL MAPS, PAGE 78-87, RIVERSIDE COUNTY OFFICIAL RECORDS. THENCE ALONG THE WEST BOUNDARY OF SAID PARCEL 38 AND PARCEL 9 OF SAID PARCEL MAP NORTH 00°59'26" WEST 1200.00 FEET; THENCE CONTINUING NORTH 00°59'25" WEST 2625.57 FEET; THENCE CONTINUING NORTH 01°39'21 WEST 2664.96 FEET; THENCE ALONG THE NORTH LINE OF SAID PARCEL 9, PARCEL 10 AND PARCEL 11 OF SAID PARCEL MAP NORTH 89°13'44" EAST 1150.00 FEET; THENCE CONTINUING NORTH 89°12'47" EAST 2640.04 FEET; THENCE CONTINUING NORTH 88°39'57" EAST 2647.05 FEET; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL 11 AND PARCEL 31 OF SAID PARCEL MAP SOUTH 01°08'25" EAST 2574.20 FEET; THENCE ALONG THE NORTH BOUNDARY OF PARCEL 17 OF SAID PARCEL MAP NORTH 89°05'40" EAST 1283.36 FEET; THENCE ALONG THE EAST BOUNDARY OF PARCEL 17 THOUGH PARCEL 23 OF SAID PARCEL MAP SOUTH 01°29'23" EAST 2713.72 FEET; THENCE CONTINUING SOUTH 01°19'39" EAST 1327.15 FEET; THENCE CONTINUING SOUTH 01°17'05" EAST 1284.33 FEET; THENCE ALONG THE NORTH LINE OF SAID HOBSON WAY SOUTH 88°59'42" WEST 977.62 FEET; THENCE TO THE LEFT ALONG THE ARC OF A 35,000.00 FOOT RADIUS, TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 00°32'40", AND A LENGTH OF 332.58 FEET; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°16'50", AND A LENGTH OF 171.40 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 88°10'12" WEST 98.01 FEET; THENCE CONTINUING SOUTH 88°18'16" WEST 2372.15 FEET TO THE SOUTHWEST CORNER OF PARCEL 26 OF SAID PARCEL MAP; THENCE ALONG THE WEST BOUNDARY OF SAID PARCEL 26 AND PARCEL 27 OF SAID PARCEL MAP NORTH 01°09'40" WEST 2653.41 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PARCEL 33 OF SAID PARCEL MAP SOUTH 88°55'12" WEST 2624.92 FEET; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL 38 SOUTH 00°59'26" EAST 1200.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°43'46" WEST 1149.87 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,128.10 ACRES, MORE OR LESS.

AREA 5

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. BEING PARCEL 39 OF SAID PARCEL MAP 14093. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 39. THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING 4 COURSES:

1. NORTH 00°59'26" WEST 803.89 FEET;
2. THENCE, NORTH 88°43'46" EAST 1149.87 FEET;
3. THENCE, SOUTH 00°59'26" EAST 789.96 FEET;
4. THENCE, SOUTH 88°02'10" WEST 1150.02 FEET;

CONTAINING 21.04 ACRES, MORE OR LESS.

AREA 6

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. BEING A PORTION OF SECTIONS 3, 4, 5, 6, 7, 10, 11, AND 12 OF TOWNSHIP 7 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 125.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 12, AND THE NORTH 125.00 FEET OF SAID SECTION 11, AND THE NORTH 125.00 FEET OF THE EAST 125.00 FEET OF SAID SECTION 10, AND THE SOUTH 125.00 FEET OF SAID SECTIONS 3 THROUGH 5, AND THE SOUTH 125.00 FEET OF THE EAST 1400.00 FEET OF SAID SECTION 6, AND THE NORTH 1825.00 FEET OF THE WEST 125.00 FEET OF THE EAST 1400.00 FEET OF SAID SECTION 7.

CONTAINING 78 ACRES, MORE OR LESS.

ALL BEARINGS AND DISTANCES OF ABOVE DESCRIPTIONS ARE BASED ON RECORD INFORMATION ONLY AND NOT A FIELD SURVEY.

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

PREPARED BY:

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

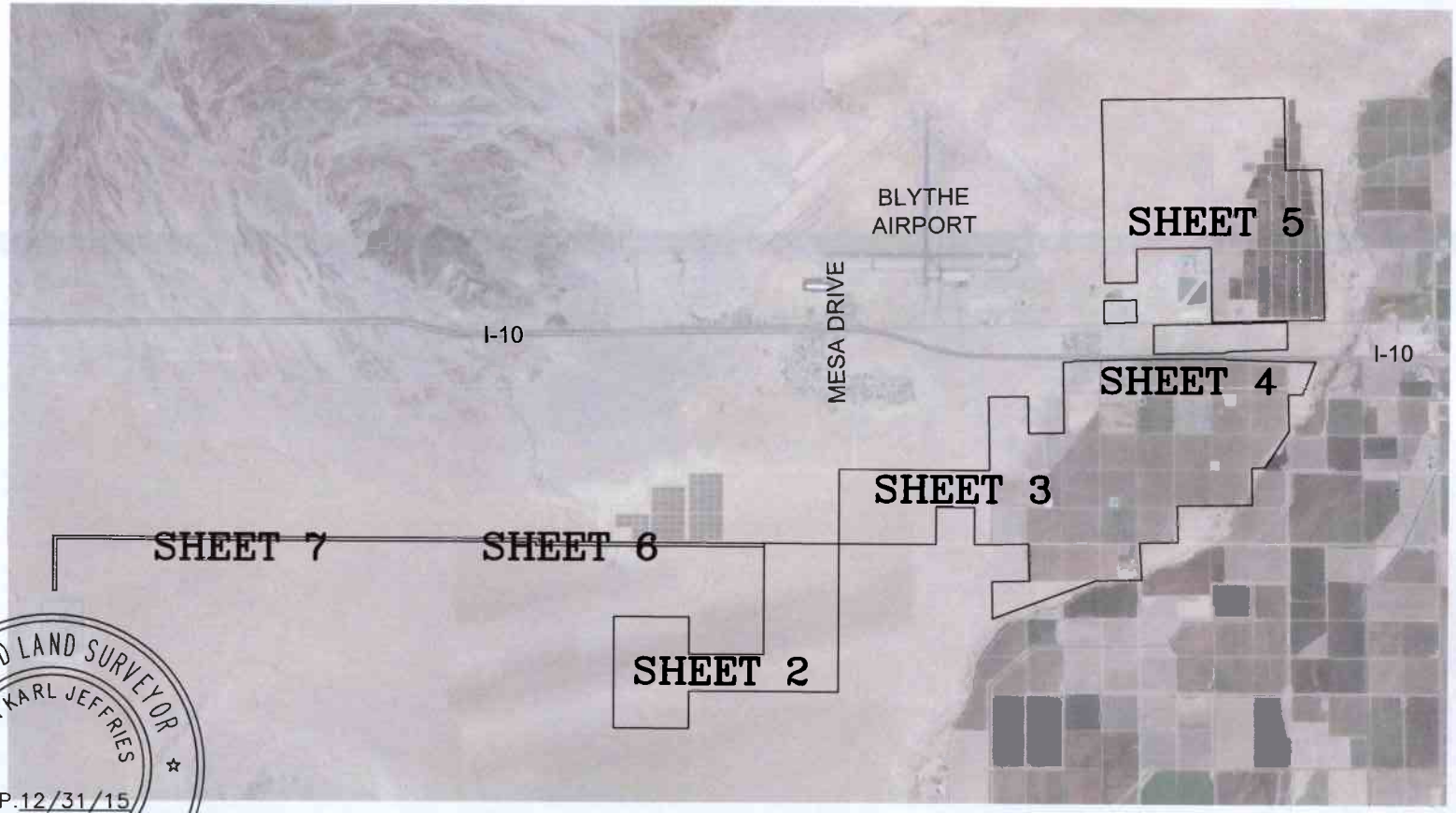
1/22/15
DATE

Development Agreement No. 79

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

EXHIBIT "B"



LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
EXP. 12/31/15
NO. 7820
STATE OF CALIFORNIA

N

PROJECT NO. 17300

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

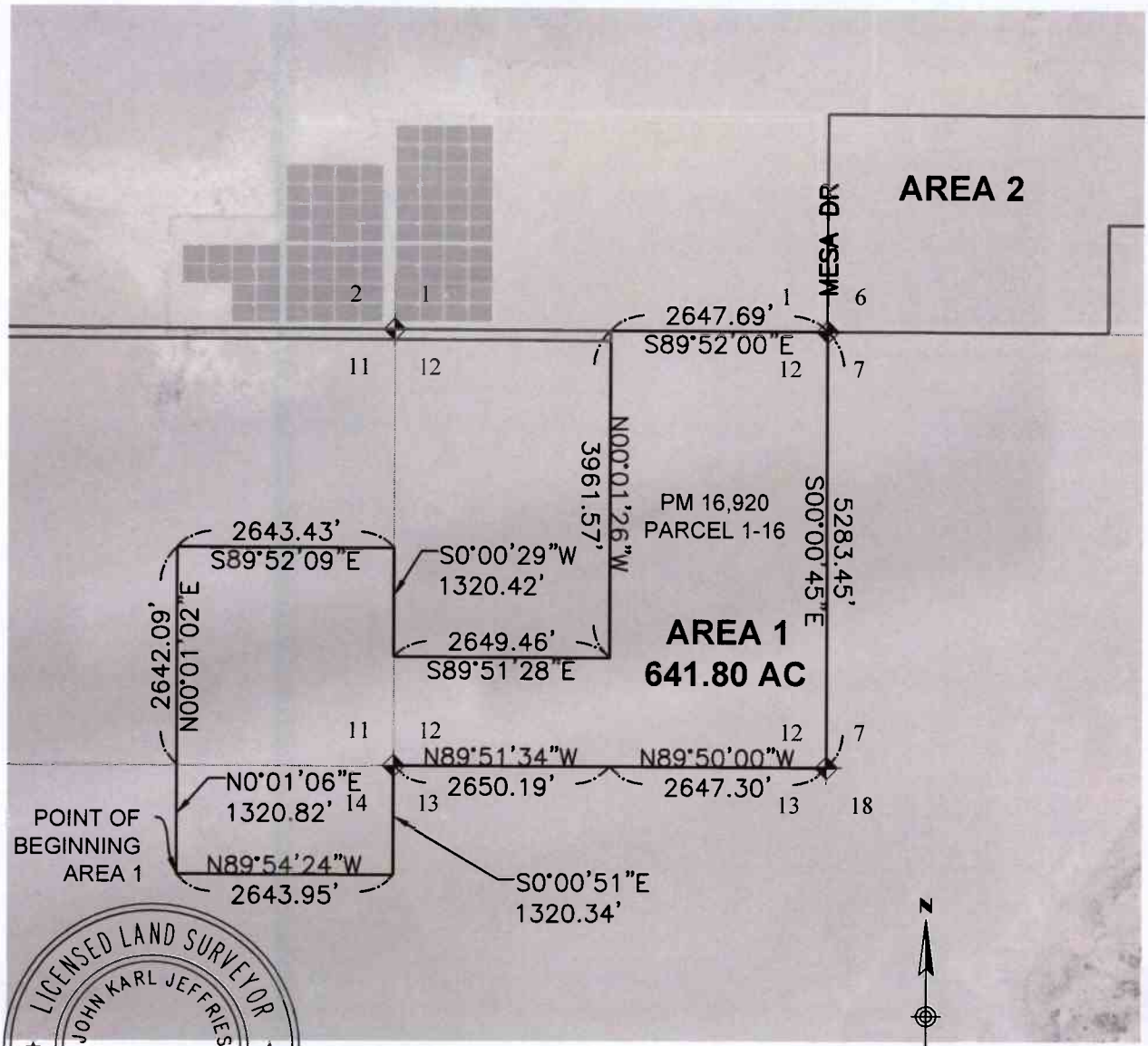
BLYTHE MESA SOLAR PROJECT

SITE MAP

DATE:	1/22/2015
DRAWN BY:	MG
CHECKED BY:	JJ
SCALE:	NS
SHEET	1 OF 7

S:\17300_Blythe Mesa Solar\Survey\Working\17300_Parcels.dwg 1/22/2015 4:25:28 PM

EXHIBIT "B"



LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
EXP. 12/31/15
NO. 7820
STATE OF CALIFORNIA

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RICK ENGINEERING COMPANY
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916.638.8200
(FAX)916.934.5144

BLYTHE MESA SOLAR PROJECT

EXHIBIT

DATE:	1/22/2015
DRAWN BY:	MG
CHECKED BY:	JJ
SCALE:	1"=2000'
SHEET	2 OF 7

S:\17300_Blythe Mesa Solar\Survey\Working\17300_Parcels.dwg 1/22/2015 4:25:31 PM

EXHIBIT "B"

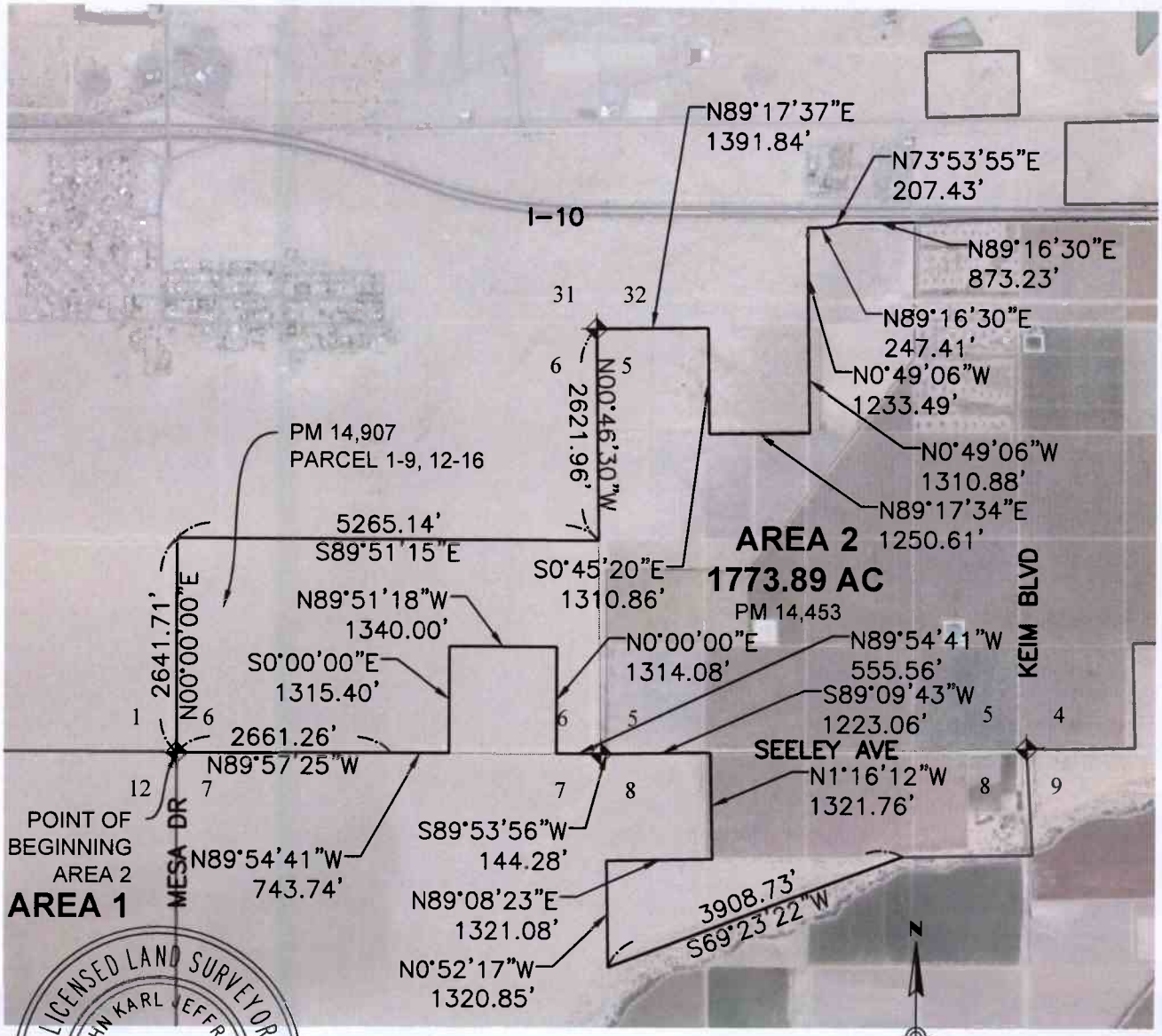

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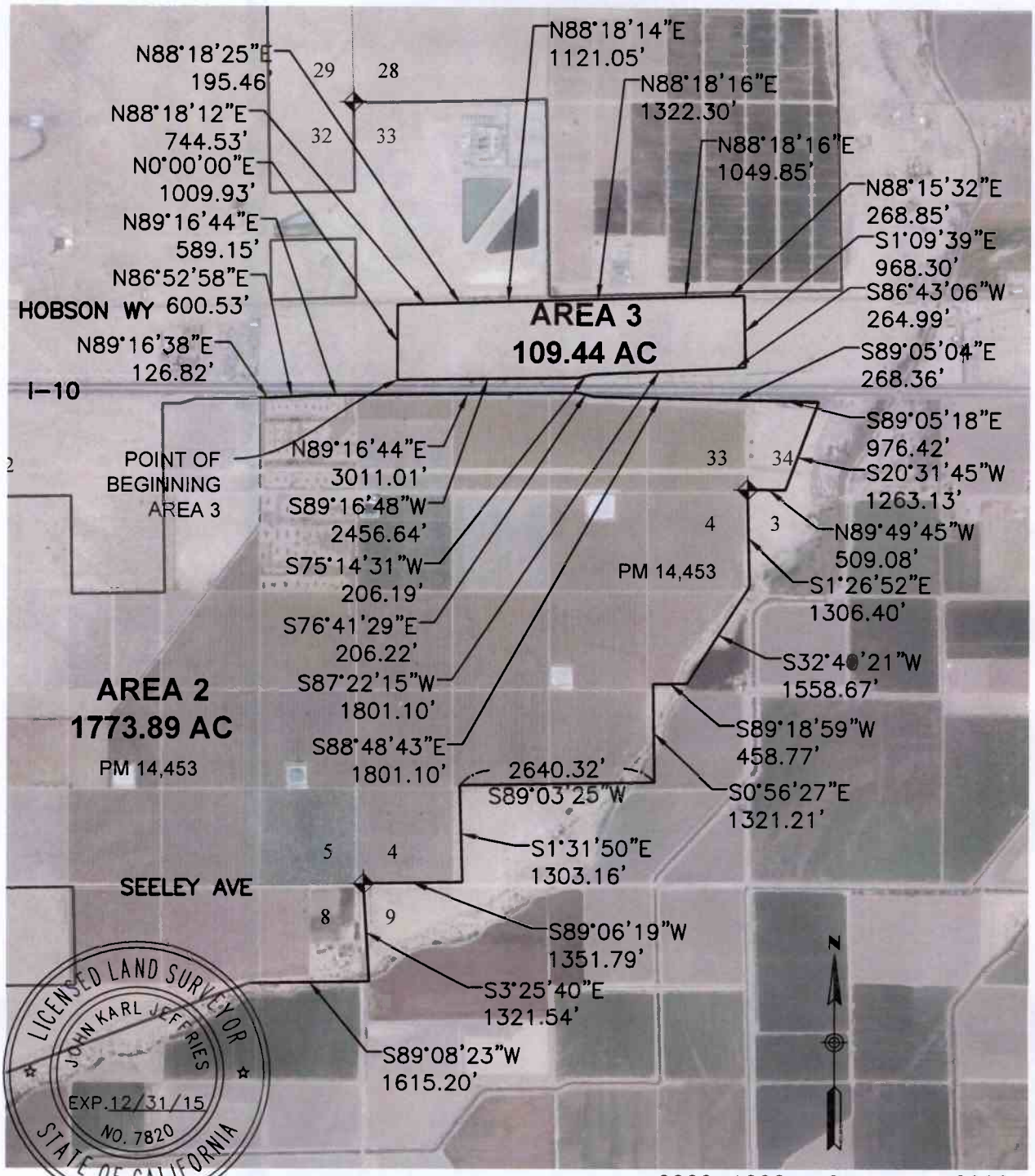
EXHIBIT

DATE:	1/22/2015
DRAWN BY:	MG
CHECKED BY:	JJ
SCALE:	1"=2000'
SHEET	3 OF 7

S:\17300_Blythe Mesa Solar\Survey\Working\17300_Parcels.dwg 1/22/2015 4:25:36 PM

EXHIBIT "B"



LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
EXP. 12/31/15
NO. 7820
STATE OF CALIFORNIA

PROJECT NO. 17300

RICK ENGINEERING COMPANY
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916.638.8200
(FAX)916.934.5144

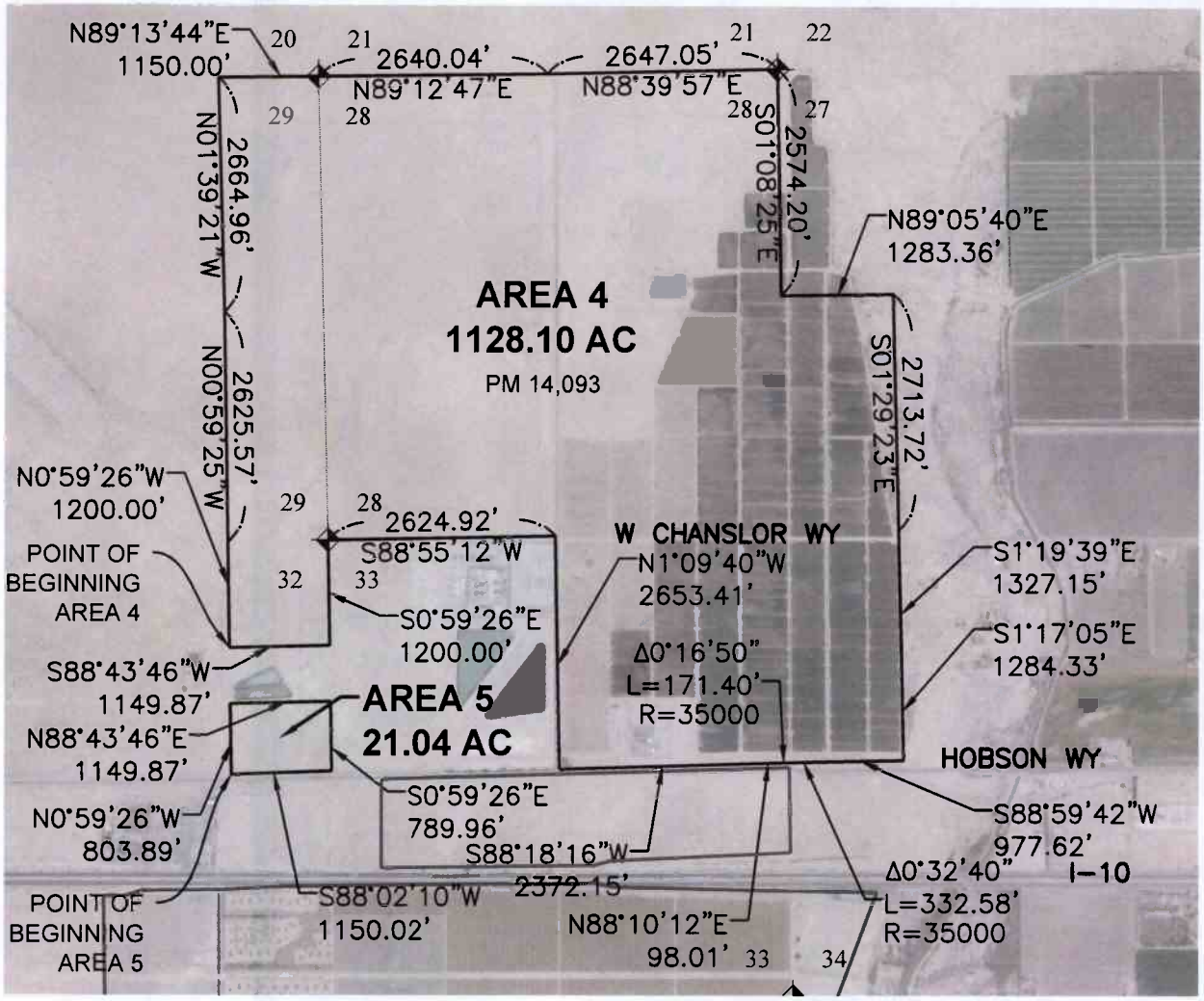
BLYTHE MESA SOLAR PROJECT

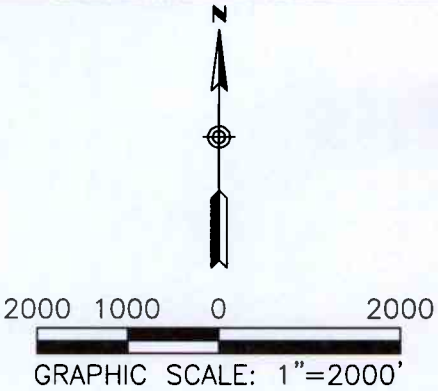
EXHIBIT

DATE:	1/22/2015
DRAWN BY:	MG
CHECKED BY:	JJ
SCALE:	1"=2000'
SHEET	4 OF 7

S:\17300_Blythe Mesa Solar\Survey\Working\17300_Parcels.dwg 1/22/2015 4:25:41 PM

EXHIBIT "B"





PROJECT NO. 17300

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916.638.8200
(FAX)916.934.5144

BLYTHE MESA SOLAR PROJECT

EXHIBIT

DATE:	1/22/2015
DRAWN BY:	MG
CHECKED BY:	JJ
SCALE:	1"=2000'
SHEET	5 OF 7

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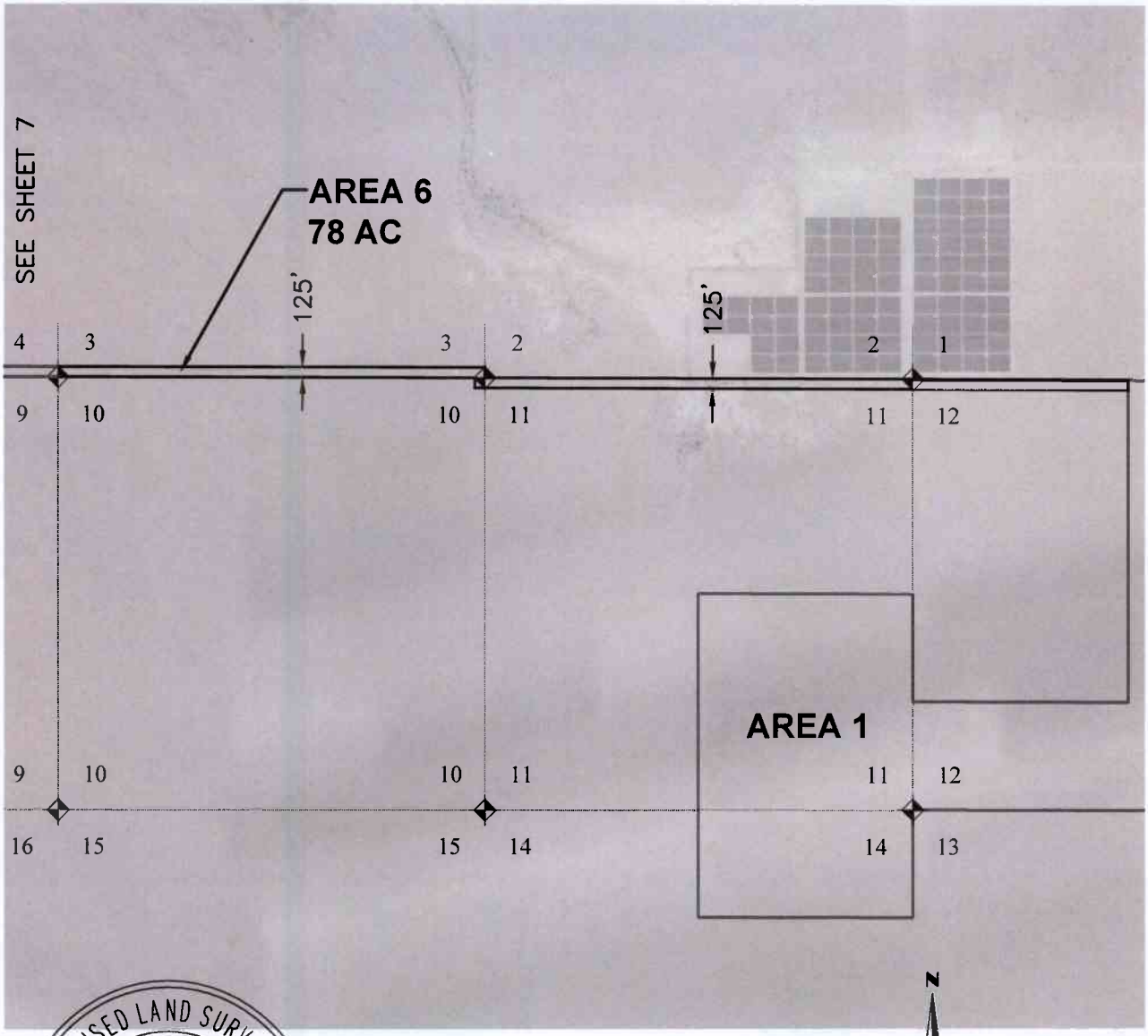
EXHIBIT "B"



LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
EXP. 12/31/15
NO. 7820
STATE OF CALIFORNIA

N

2000 1000 0 2000

GRAPHIC SCALE: 1"=2000'

PROJECT NO. 17300

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

BLYTHE MESA SOLAR PROJECT

EXHIBIT

DATE:	1/22/2015
DRAWN BY:	MG
CHECKED BY:	JJ
SCALE:	1"=2000'
SHEET	6 OF 7

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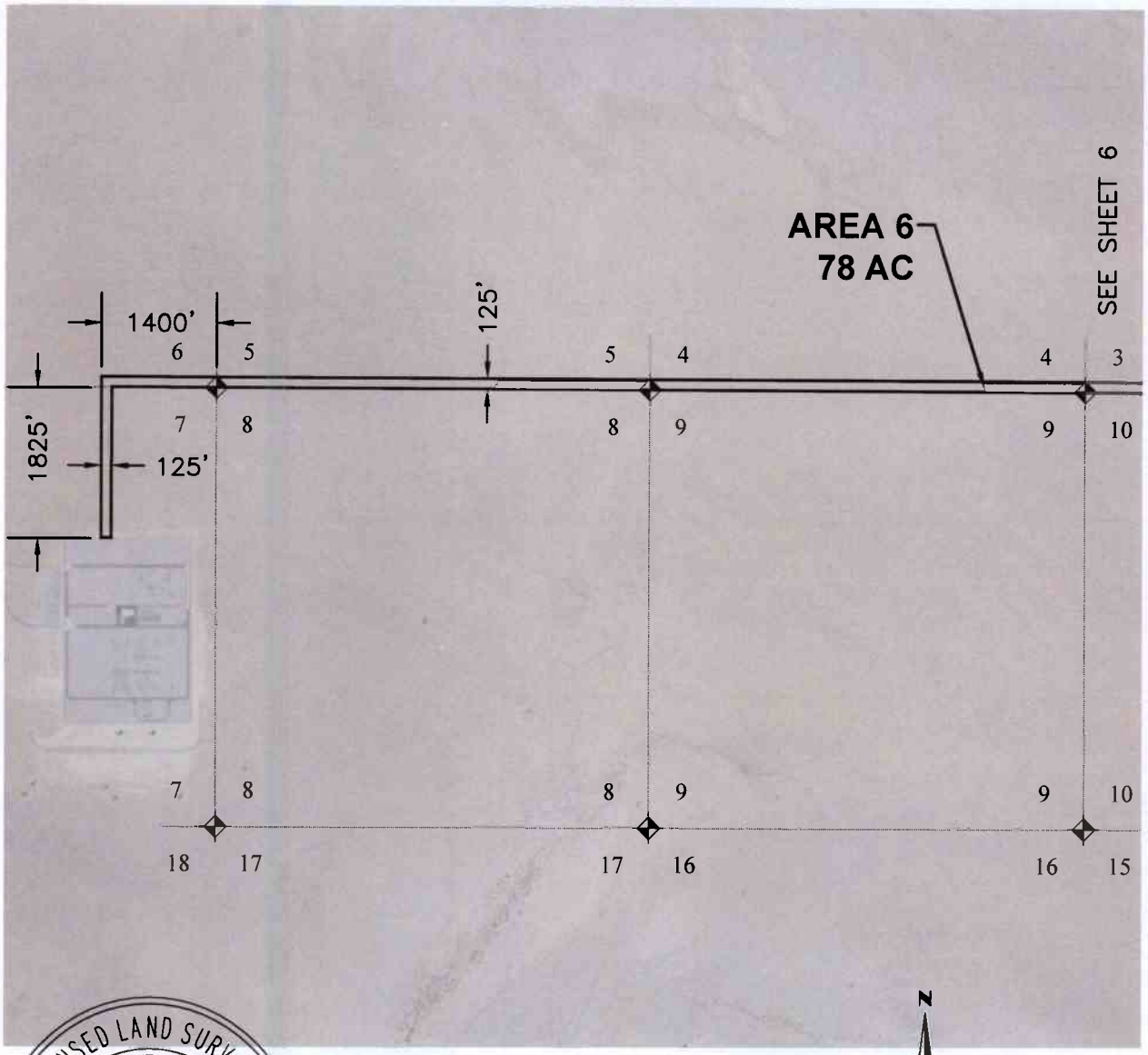
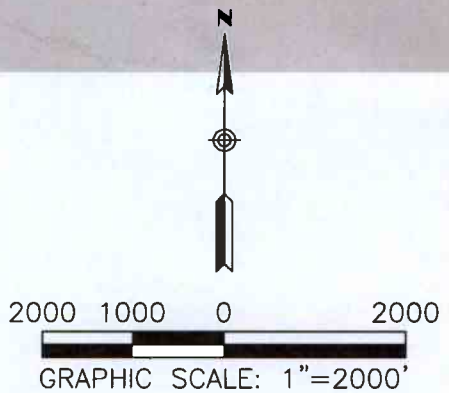
EXHIBIT "B"





PROJECT NO. 17300

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BLYTHE MESA SOLAR PROJECT

EXHIBIT

DATE:	1/22/2015
DRAWN BY:	MG
CHECKED BY:	JJ
SCALE:	1"=2000'
SHEET	7 OF 7

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Development Agreement No. 79

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Specific Plan

Zoning

Change of Zone No. 7831

Ordinance No. 348.4800

Conditional Use Permit No. 3685

Public Use Permit No. 913

Land Divisions

Other Development Approvals

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

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

Development Agreement No. 79

EXHIBIT D

EXISTING LAND USE REGULATIONS

1. Riverside County General Plan as amended through Resolution No. 2014-228
2. Ordinance No. 348 as amended through Ordinance No. 348.4791
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.103
5. Ordinance No. 458 as amended through Ordinance No. 458.14
6. Ordinance No. 460 as amended through Ordinance No. 460.152
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.19
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.5
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.20
16. Ordinance No. 673 as amended through Ordinance No. 673.3
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726

20. Ordinance No. 743 as amended through Ordinance No. 743.3

21. Ordinance No. 748 as amended through Ordinance No. 748.1

22. Ordinance No. 749 as amended through Ordinance No. 749.1

23. Ordinance No. 752 as amended through Ordinance No. 752.2

24. Ordinance No. 754 as amended through Ordinance No. 754.2

25. Ordinance No. 787 as amended through Ordinance No. 787.7

26. Ordinance No. 806 as amended through Ordinance No. 806

27. Ordinance No. 810 as amended through Ordinance No. 810.2

28. Ordinance No. 817 as amended through Ordinance No. 817.1

29. Ordinance No. 824 as amended through Ordinance No. 824.13

30. Ordinance No. 847 as amended through Ordinance No. 847.1

31. Ordinance No. 859 as amended through Ordinance No. 859.2

32. Ordinance No. 875 as amended through Ordinance No. 875.1

33. Resolution No. 2012 -047 Establishing Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements

34. Board of Supervisors Policy No. B-29 as amended May 21, 2013

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

Development Agreement No. 79

EXHIBIT "E"

SOLAR POWER PLANT

The OWNER proposes to construct, operate, maintain, and decommission an up-to-485 megawatt (MW) photovoltaic (PV) solar energy generating facility and related infrastructure in unincorporated Riverside County, California, to be know as the Blythe Mesa Solar Project. Approximately 3,474 acres of privately owned land would be included in the proposed solar plant boundary, with the remaining 73 acres of the Project to be developed as a generation tie-line on public land administered by the Bureau of Land Management (BLM). The Project would generated and deliver solar-generated power to the California electrical grid through an interconnection at the Colorado River Substation (CRS) owned by Southern California Edison (SCE).

The Project would consist of the following components:

Solar facility site (3,397.62 total acres)

- Solar array field that would utilize solar PV panels.
- System of interior collection power lines located between inverters and substations.
- Up to three on-site substations
- Up to two operations and maintenance (O&M) buildings
- Associated communication facilities and site infrastructure.
- Two primary off-site access roads and several interior access roads.

Approximately 8.4 miles of 230 kV gen-tie transmission line

- Approximately 3.6 miles would be located within the solar facility, which would connect all on-site substations.
- Approximately 4.8 miles would extend outside of the solar facility and would be placed within a 125-foot-wide right-of-way (ROW) and occupy 78 acres.

The Project would operate year-round, and have the capacity to produce up to 485 MW of solar power with five Units expecting to generate somewhere between 25 MW to 205 MW. The Project would generate electricity during daylight hours when electricity demand is at its peak. All five Units will be developed on privately owned land. Approximately 4.8 miles of 230 kV generation tie-line will be located on 78 acres of linear right-of-way on public land administered by the BLM.

Development Agreement No. 79

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

Solar Power Plant Net Acreage Calculation

Unit 1	
Private Land Gross Acreage	912.76
Private Land Net Acreage	860.84
BLM Row	78
Unit 1 Net Acreage Subtotal	**938.84**
Unit 2	
Private Land Gross and Net Acreage	232.92
Unit 2 Net Acreage Subtotal	**232.92**
Unit 3	
Private Land Gross and Net Acreage	610.08
Unit 3 Net Acreage Subtotal	**610.08**
Unit 4	
Private Land Gross Acreage	277.72
Private Land Net Acreage	257.96
Unit 4 Net Acreage Subtotal	**257.96**
Unit 5	
Private Land Gross Acreage	1476.79
Private Land Net Acreage	1357.82
Unit 5 Net Acreage Subtotal	**1357.82**
Solar Power Plant Net Acreage	
Sum of Unit 1-4 Net Acreage Subtotals	**3397.62**

Development Agreement No. 79

EXHIBIT "G"

APPLICABLE COUNTY DEVELOPMENT IMPACT FEES

I. Development Impact Fees- Ordinance No. 659
   a. Area Plan: Palo Verde Valley
   b. Fee Category: Surface Mining
   c. Fee Amount: $6,750 per acre (Ordinance No. 659.13)

2. Development Impact Fees for the Project shall be computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 using the Surface Mining fee amount per acre. OWNER and COUNTY acknowledge and agree that the Project Area acreage used for the computation of Development Impact Fees shall be 2,985.62 acres. OWNER and COUNTY acknowledge that any temporary reduction of fees approved by the Board of Supervisors in place at the time of payment of fees shall be applicable to the Project.

Development Agreement No. 79

EXHIBIT "H"

ANNUAL REVIEW REPORT TEMPLATE

ANNUAL REVIEW REPORT – SOLAR POWER PLANT PROJECTS

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

Date: _____

Development Agreement No.: _____

Effective Date of Development Agreement: _____

Developer/Owner: _____

Project Name: _____

Permit Number(s): _____

APN Number(s): _____

Twelve-Month Period Covered by this Annual Review Report: _____

Date Annual Public Benefit Payment Submitted to County For This Reporting Period:

_____

Date Annual Public Benefit Payment Submitted to City of Blythe For This Reporting Period:

_____

* * *

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

Signature of Developer/Owner: _____

Print Name and Title: _____

* * *

[TO BE COMPLETED BY COUNTY]

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

TLMA Director: _____

Signature: _____

Date: _____

Board of Supervisors County of Riverside

RESOLUTION NO. 2015-057

CERTIFYING FINAL ENVIRONMENTAL IMPACT REPORT NO. 529, FTA NO. 2013-10 (SCH NO. 2011111056), ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING THE BLYTHE MESA SOLAR PROJECT

WHEREAS, Renewable Resources Group (the Applicant) filed an Application for Land Use and Development with the Riverside County Planning Department seeking a Conditional Use Permit (CUP No. 3685), Public Use Permit (PUP No. 913), Change of Zone application (CZ No. 7831), and has proposed to enter into a development agreement (DA No. 79) with the County of Riverside (the County) to construct, operate, maintain and decommission the Blythe Mesa Solar Project (Project); and

WHEREAS, the Project consists of a solar photovoltaic (PV) electrical generating facility (solar power plant) of up to 485 megawatts (MW) and related infrastructure in the Palo Verde Mesa region of Riverside County on a combination private lands under the jurisdiction of the County. A portion of the solar facility site would be within the area of the City of Blythe, within the area governed by the City's General Plan. A portion of the 230 kV gen-tie line would traverse Bureau of Land Management ("BLM")-managed lands: and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the California Environmental Quality Act (CEQA) Guidelines (14 Cal. Code Regs. §15000 et seq.), the County is the lead agency for the Project; and

WHEREAS, the County and BLM prepared a joint Environmental Impact Report (EIR) / Environmental Assessment (EA) for the Project under CEQA and the National Environmental Policy Act (NEPA) and;

FORM APPROVED COUNTY COUNSEL
BY: TIFFANY N. NORTH DATE 3/3/15

WHEREAS, the County solicited comments (including input about the scope and content of the environmental review, as well as potential feasible alternatives and mitigation measures) from responsible agencies, trustee agencies, and the public in a Notice of Preparation (NOP) of a joint EIR/EA for the Project, which was filed on November 16, 2011 and circulated for a period of 30 days pursuant to CEQA Guidelines sections 15082(a) and 15375; and

WHEREAS, 10 comment letters were received by the County in response to the October 2011 NOP, which assisted the County in refining the issues and alternatives for analysis in the Draft EIR/EA (Draft EIR/EA); and

WHEREAS, pursuant to Public Resources Code section 21083.9 and CEQA Guidelines section 15082(c) and 15083, the County held a public scoping meeting on December 12, 2011, to solicit public comments on the Draft EIR/EA for the Project; and

WHEREAS, in compliance with CEQA (Pub. Res. Code §21000 et seq.) and the CEQA Guidelines (14 Cal. Code Regs. §15000 et seq.), the County prepared a Draft EIR/EA to analyze the potential environmental effects of the Project; and

WHEREAS, the Draft EIR/EA was completed and released for public review on June 17, 2014 to August 1, 2014, and the County initiated a 45-day public comment period by filing a Notice of Completion and Availability with the State Clearinghouse and the Riverside County Assessor-Clerk-Recorder's Office; and

WHEREAS, the County issued a Clarification Notice extending the Draft EIR/EA review period to from June 20, 2014 to August 5, 2014 to all agencies, organizations and individuals who previously requested notice; and

WHEREAS, pursuant to Public Resources Code section 21092, the County also provided a Notice of Availability to all organizations and individuals who had previously requested such notice, and made copies available for public review in the Palo Verde library, the Lake Tamarisk library, and at the Riverside County Planning Department (both in the Riverside and Palm Desert offices); and published the Notice of Availability on June 20, 2014, in The Press-Enterprise and the Palo Verde Time, newspapers of general circulation in the Project area; and

WHEREAS, during the comment period, the County consulted with, and requested comments from, responsible and trustee agencies, other regulatory agencies and other interested parties pursuant to CEQA Guidelines section 15086; and

WHEREAS, during the official public review period for the DEIR, the County received 16 written comment letters and the County received 6 comments from individual at the public information meeting held July 10, 2014; and

WHEREAS, pursuant to Public Resources Code section 21092.5 and CEQA Guidelines 15088(b) the County provided each public agency that submitted comments on the Draft EIR/EA with written responses to the agency's comments at least 10 days before considering the Final EIR/EA for certification, on or about March 27, 2015; and

WHEREAS, pursuant to CEQA Guidelines Section 15132, the County released the Final EIR/EA (hereinafter, the "EIR/EA"), which consists of the Draft EIR/EA, a list of all agencies and individual who commented on the Draft EIR/EA, comments received on the Draft EIR/EA written responses to all to significant environmental issues raised in the review, consultation, and comment processes for the Draft EIR/EA; and

WHEREAS, all potentially significant adverse environmental impacts of the Project, and its considerable contribution toward significant cumulative impacts, were analyzed in the EIR/EA; and

WHEREAS, as contained herein, the County has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines, and Riverside County CEQA implementing procedures have been satisfied by the County, and the EIR/EA sufficiently details that all of the potentially significant environmental effects of the Project, as well as feasible alternatives and mitigation measures, have been adequately evaluated; and

WHEREAS, the EIR/EA prepared in connection with the Project sufficiently analyzes both the feasible mitigation measures necessary to avoid or substantially lessen the Project's potential environmental impacts and a range of feasible alternatives capable of eliminating or reducing these effects in accordance with the Public Resources Code and the CEQA Guidelines; and

WHEREAS, all of the findings and conclusions made by the Board of Supervisors pursuant to this Resolution are based upon the entire record as a whole, are not based solely on the information cited in this Resolution, and references in this Resolution to specific pieces of evidence in the record are not intended to exclude other evidence; and

WHEREAS, environmental impacts identified in the EIR/EA that the County finds will either have no impact or are less than significant and do not require mitigation are described in the EIR/EA and in Section II below; and

WHEREAS, the environmental impacts identified in the EIR/EA as potentially significant but which the County finds can be mitigated to a less-than-significant level through the implementation of Mitigation Measures identified in the Mitigation Monitoring and Reporting Program are described in the EIR/EA and in Section III below; and

WHEREAS, the less-than-significant cumulative environmental impacts identified in the EIR/EA are described in the EIR/EA and in Section IV below; and

WHEREAS, growth-inducing impacts identified in the EIR/EA are described in the EIR/EA and in Section V below; and

WHEREAS, alternatives to the Project and to the Approved Project that might eliminate or reduce significant environment impacts are described in the EIR/EA and in Section VI below; and

WHEREAS, under this Resolution, the County will adopt a Mitigation Monitoring and Reporting Program (MMRP) in accordance with Public Resources Code (PRC) Section 21081.6 and Section 15097 CEQA Guidelines. The purpose of the MMRP is to ensure that the Approved Project complies with all applicable environmental mitigation requirements. The mitigation measures for the Approved Project will be adopted by the County, in conjunction with the adoption of the Final EIR/EA as set forth in this Resolution. The County is the designated CEQA lead agency for the MMRP. The County is responsible for review of all monitoring reports, enforcement actions, and document disposition as it relates to the Approved Project impacts. The MMRP sets forth the mitigation measures that the County shall require as binding obligations of the Applicant in connection with the Approved Project, is adopted in Section IX below, and is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, prior to taking action, the Board of Supervisors has heard, been presented with reviewed, and considered all of information and data in the record, including the EIR/EA, all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the EIR/EA reflects the independent judgment of the County as lead agency, and is deemed adequate for purposes of making decisions on the impacts and merits of the Project; and

WHEREAS, the County has not discovered or received any comments or information that produced substantial new information requiring recirculation Public Resources Code section 21092.1 and CEQA Guideline section 15088.5; and

WHEREAS, on April 14, 2015, the Board of Supervisors conducted a duly noticed published hearing on the Project, at which time all persons wishing to testify were heard, and the EIR/EA and Project were fully considered; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board of Supervisors of the County of Riverside, in regular session assembled on May 12, 2015, that:

SECTION I

INTRODUCTION

A. Project Description

The Project ("Project") studied in the EIR/EA is the Blythe Mesa Solar Project, a solar photovoltaic (PV) electrical generating facility (solar power plant) of up to 485 megawatt (MW) and 8.4-mile generation interconnection (gen-tie) line that would together occupy a total of 3,660 acres. The Project would be located in the Palo Verde Mesa region of Riverside County, and would require 3,587 acres for the solar facility component and 73 acres for the 230 kilovolt (kV) gen-tie line.

The Project studied in the EIR/EA included some interim agricultural-related actions, as described on pages ES-4, 1-2, and 2-21 of the Final EIR/EA. These interim actions included a proposal to place 1,485 acres in an agricultural preserve and in a Williamson Act contract, to encourage continued agricultural use pending construction of the solar power plant. However, market conditions have changed since the EIR was first published such that it now appears likely that construction of the solar plant will

occur in the near term, making a Williamson Act preserve and contract not necessary. Accordingly, the project approved by the County does not include establishment of a Williamson Act preserve or contract. It does include the rezoning of approximately 1,249 acres from W-2-5 and N-A to A-1-10 (light Agriculture).

Additionally, the County has determined to approve Alternative 3 (Northern Alternative 230 kV Gen-tie Line) rather than the Project (Alternative 1). The primary difference between Alternatives 1 and 3 is the location of the 230 kV gen-tie line that extends outside of the solar facility site to the Colorado River Substation. The gen tie line contemplated under Alternative 3, like Alternative 1, is located within the Riverside East Solar Energy Zone (SEZ). However, the Alternative 3 gen-tie line is located approximately 700 feet to the north and within a 125-foot ROW on BLM-managed lands. The total length of the 230 kV gen-tie line for Alternative 3, both on-site and off-site of the solar facility, is 8.8 miles; 3.6 miles would be located on private lands within the solar facility site boundary subject to the County's jurisdiction and 5.2 miles would be located on BLM-managed lands. The BLM portion of the ROW would total 78 acres.

The project approved by the County, including Alternative 3, is referred to in this Resolution as the "Approved Project." The impacts of the Approved Project are the same as the impacts of Alternative 1 except when specific references are made to the Approved Project below. Accordingly, this Resolution sometimes refers to the "Project" and the "BMSP," and unless specifically noted otherwise, these references describe the Approved Project as well.

B. Legal Requirements

Pursuant to section 15091 of the CEQA Guidelines, the County may only approve or carry out a project for which an EIR has been completed that identifies any significant environmental effects if the County makes one or more of the following written finding(s) for each of those significant effects accompanied by a brief explanation of the rationale for each finding:

1. Changes or alterations have been required in, or incorporated into, the project which will avoid or substantially lessen the significant environmental impact as identified in the EIR; or

2. Such changes or alterations are within the responsibility and jurisdiction of a public agency other than the County, and such changes have been adopted by such other agency, or can or should be adopted by such other agency; or
3. Specific economic, social, legal or other considerations make infeasible the mitigation measure or project alternatives identified in the EIR.

Notably, Public Resources Code section 21002 requires an agency to substantially lessen or avoid significant adverse environmental impacts. Thus, mitigation measures that substantially lessen significant environmental impacts, even if the impact is not completely avoided, satisfy section 21002's mandate. (Laurel Hill Homeowners Association v. City Council (1978) 83 Cal.App.3d 515, 521 ("CEQA does not mandate the choice of the environmentally best feasible project if through the imposition of feasible mitigation measures alone the appropriate public agency has reduced environmental damage from a project to an acceptable level"); Las Virgenes Homeowners Federation, Inc. v. County of Los Angeles (1986) 177 Cal. App. 3d 300, 309 ("[t]here is no requirement that adverse impacts of a project be avoided completely or reduced to a level of insignificance …if such would render the project unfeasible").)

The Public Resources Code requires that lead agencies adopt feasible mitigation measures or alternatives to substantially lessen or avoid significant environmental impacts. An agency need not however, adopt infeasible mitigation measures or alternatives. (CEQA Guidelines §15091(a), (b).) Public Resources Code section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful technological factors." CEQA Guidelines section 15091 adds "legal" considerations as another indication of feasibility. (See also Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 565.) Project objectives also inform the determination of "feasibility." (City of Del Mar v. City of San Diego (1982 133 Cal.App.3d 401, 417.) "'[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (Id.; see also Sequoyah Hills Homeowners Assn. v. City of Oakland (1993) 23 Cal.App.4th 704, 715.)

Environmental impacts that are less than significant do not require the imposition of mitigation measures. (Leonoff v. Monterey County Board of Supervisors (1990) 222 Cal.App.3d 1337, 1347.)

The California Supreme Court has stated, "[t]he wisdom of approving any development project is a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (Citizens of Goleta Valle v. Board of Supervisors (1990) 52 Cal.3d 553, 576.) In addition, perfection in a project or a project's environmental alternatives is not required; rather, the requirement is that sufficient information be produced "to permit a reasonable choice of alternatives so far as environmental aspects are concerned." Outside agencies (including courts) are not to "impose unreasonable extremes or to interject [themselves] within the area of discretion as to the choice of the action to be taken." (Residents Ad Hoc Stadium Com. v. Board of Trustees (1979) 89 Cal.App.3d 274, 287.)

C. Summary of Environmental Findings

This document contains the findings required under CEQA and the CEQA Guidelines. Public Resources Code section 21081.6 requires the County to prepare and adopt a Mitigation Monitoring and Reporting Program for any Project for which mitigation measures have been imposed to assure compliance with the adopted mitigation measures. The County adopts a Mitigation Monitoring and Reporting Program for the Project in Section IX of this Resolution.

The Board of Supervisors has considered the opinions of other agencies and members of the public, including opinions that disagree with some of the analysis and conclusions in the EIR/EA. The EIR/EA is incorporated into these findings by reference. The Board ratifies, adopts, and incorporates the analysis and explanation in the EIR/EA, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the EIR/EA relating to environmental impacts and mitigation measures. As more fully explained below, the Board of Supervisors has determined that based on the entire record, including, but not limited to: the EIR/EA; written and oral testimony given at meetings and hearings; and submission of comments from the public, organizations, and regulatory agencies; and the responses prepared to the public comments, the following environmental impacts associated with the Project are:

1. No Impact or Less-Than-Significant Impacts that Do Not Require Mitigation

- Aesthetics, Visual Resources, and Reflection
- Air Quality
- Greenhouse Gases
- Land Use and Planning
- Recreation
- Population, Housing, Public Services, Utilities, and Socioeconomics

2. Potentially Significant Impacts That Can be Avoided or Reduced to a Less Than Significant Level Through Implementation of Mitigation Measures:

- Agriculture
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise
- Paleontological Resources
- Traffic and Transportation

SECTION II

FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

Section 15091 of the CEQA Guidelines does not require specific findings to address environmental effects that an EIR identifies as have "no impact" or a "less than significant" impact. Nevertheless, these findings fully account for all resource areas, including resource areas that were identified in the EIR/EA to have either no impact or a less than significant impact on the environment. For the reasons stated in the EIR/EA and in materials presented by staff, the Board of

Supervisors finds that the Approved Project would either have no impact or a less-than-significant impact in the following resource areas:

A. Aesthetics, Visual Resources, and Reflection

1. Adverse Effect on a Scenic Vista (Impact VIS-1): The Approved Project does not result in an impact on a scenic vista. The Approved Project would not be located in a designated scenic vista and neither the Riverside County General Plant (RCGP) nor the Palo Verde Valley Area Plan (PVVAP) has designated the Approved Project area as an important visual resource. No scenic vistas were identified in the visual resources study area. In regard to construction, operation, maintenance, and decommissioning of the solar facility and Approved Project gen-tie and distribution lines, no impacts would occur [Final EIR/EA 4-34].

2. Damage Scenic Resources within a State Scenic Highway (Impact VIS-2): I-10 has been identified by the County of Riverside as eligible for designation as a scenic corridor; however, it is not a State- or County-designated scenic highway. The proposed 34.5 kV distribution lines would be placed above-ground along Hobson Way, which would be within view from a scenic highway. Riverside County General Plan Policies LU 13.5 and C 25.2 address the undergrounding of utility lines. Here, the distribution lines would be parallel to existing distribution lines and therefore consistent with these policies. The solar facility would not block views of the mountains for motorists, which would remain visible in the distance beyond the solar facility. Because of its location on the eastern edge of the Palo Verde Mesa, the context of the adjacent land uses, and motorists' present views of development, the Approved Project would be compatible with policies to protect scenic views from I-10. There are no scenic resources such as significant trees, rocks, historic buildings, or prominent topographic features that would be degraded due to the Approved Project. Therefore, no substantial adverse effects to scenic resources would occur and impacts would be less than significant [Final EIR/EA 4-34].

3. Degrade the Existing Visual Character or Quality of the Site and its Surroundings (Impact VIS-3): The Approved Project would not substantially degrade the existing visual character or quality of the site and its surroundings. No designated areas of natural beauty or scenic recreational areas are within the study area. The Approved Project would not alter the site in a manner that would substantially degrade

its scenic value, which is considered low. The proposed solar facility is in a sparsely populated area with no unique or outstanding visual features. Therefore, less than significant impacts would occur with regard to degrading the existing visual character or quality of the site as a result of the construction, operation, maintenance, and decommissioning of the Approved Project [Final EIR/EA 4-34, 4-35].

4. New Sources of Light and Glare (Impact VIS-4): The solar array would not create substantial glint or glare during normal operations that would be visible from the sensitive viewpoints, which include residences with views of the Approved Project, I-10, recreational facilities, and pilots entering and exiting the Blythe Airport. The Approved Project would not result in substantial impacts related to light and glare in the area. Glare would not be experienced by residents or motorists near the Approved Project. The Approved Project facility and security lighting would be limited. Therefore, impacts related to light and glare would be less than significant. [Final EIR/EA 4-35].

5. Result in the creation of an aesthetically offensive site open to public view (VIS-5): The Approved Project would not alter the site in a manner that would create a substantially aesthetically offensive site open to public view. The public would primarily view the Approved Project area from I-10 and would also have views from local public roads in the visual resources study area. As described in VIS-3 above, the Approved Project would change the existing visual character of the site from vacant land and agriculture to a solar energy facility area. However, the Approved Project area is already influenced by nearby existing electrical facilities, transmission and distribution lines, and an existing solar facility. Therefore impacts to public views would be less than significant [Final EIR/EA 4-35 and 4-36].

6. Interfere with nighttime use of the Mt. Palomar Observatory, as protected through Riverside County Ordinance No. 655 (VIS-6): The Approved Project area is over 100 miles east of the Mt. Palomar Observatory, which far exceeds the distance to the Observatory's areas of sensitivity (Zone A at a 15-mile radius and Zone B at a 45-mile radius from the Observatory). As described in VIS-4, the Approved Project is expected to use minimal nighttime lighting during construction and operation; however, such uses would be limited and, based on the Approved Project area's distance to the Observatory, would result in no impacts to astronomical observation and research at the Mt. Palomar Observatory [Final EIR/EA 4-36].

7. Expose residential property to unacceptable light levels (VIS-7): Residential property would not be exposed to unacceptable light levels. As described in the response to VIS-4, construction and operation of the Approved Project would utilize minimal lighting. Additionally, the Approved Project facilities would be close to existing sources of light. Impacts would be less than significant [Final EIR/EA 4-37].

The evidence supporting these conclusions includes the discussion of these impacts in sections 3.2.1 and 4.2.1 of the Final EIR/EA, and Responses to Comments 10-9, 12-66, 12-67, 15-1 and 15-2.

B. Agriculture and Forestry Resources

1. Conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production (Impact AG-3): The Approved Project would not be on land zoned specifically as either forest land or timberland. Although timber production is an allowable activity within an agricultural zone, the Approved Project would not be used for timber production, nor is the site forested. Therefore, the Approved Project does not meet the definition of "forest land." The same land is not considered timberland because the land is not zoned Timberland Production Zone. No impact to forest land would occur [Final EIR/EA 4-56].

2. Result in the loss of forest land or conversion of forest land to non-forest use (Impact AG-4): As described in AG-3, the land within the Approved Project area does not meet the definition of forest land. Therefore, the Approved Project would not convert any forest land to non-forest use, and no impact would occur [Final EIR/EA 4-56].

3. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or forestland to non-forest use (Impact AG-5): The Approved Project would not involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to non-agricultural use or forest land to non-forest use. The fact that the Approved Project has secured a CAISO interconnection queue position sufficient for the size of the Approved Project indicates that less capacity would be available to other proposed solar power plants, making conversion of other agricultural lands less likely. No impacts would occur [Final EIR/EA 4-56].

4. Conflict with land within a Riverside County Agricultural Preserve (Impact AG-6): Implementation of the Approved Project would not conflict with an agricultural preserve. The development would not occur on lands subject to a preserve or contract. There would be no impact [Final EIR/EA 4-56].

5. Cause development of non-agricultural uses within 300 feet of agriculturally zoned property (Impact AG-7): The Approved Project is allowed as a conditional use. The Approved Project would not create use conflicts with agricultural use or otherwise interfere with use of agricultural-zoned property adjacent to the Approved Project area. The proposed 230 kV gen-tie line would be on federal land within or adjacent to a designated utility corridor, and within a SEZ. No impacts related to the County Right-to-Farm ordinance would occur. Impact would be less than significant.

The evidence supporting these conclusions includes the discussion of these impacts in sections 3.2.2 and 4.2.2 of the Final EIR/EA, and Responses to Comments 10-5, 10-6, 10-7, 14-13, and 14-23.

C. Air Quality

1. Conflict with or obstruct implementation of the applicable air quality attainment or maintenance plan (Impact AIR-1): The emissions from the Approved Project would not conflict with or obstruct implementation of the applicable air quality plan since the Approved Project would comply with the Mojave Desert Air Quality Management District (MDAQMD) Rules and Regulations, including those adopted from the SIP and those required under MDAQMD Rule 403 relative to fugitive dust. As such, the Approved Project would implement MDAQMD Rule 403 (Fugitive Dust Control Measures) to minimize impacts from dust as a result of Approved Project construction and operation. Measures would include: applying dust suppression in sufficient quantity and frequency to maintain a stabilized surface; applying chemical stabilizers within five working days of grading completion; and during construction, applying water to at least 70 percent of all inactive disturbed areas on a daily basis when there is evidence of wind-driven fugitive dust. The Approved Project also would employ the following measures to reduce fugitive dust-generating activities:

a) Require the application of non-toxic soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for ten days or more);

b) On-site roadways used for fire access, site security, regular site maintenance, public parking, and employee parking will be graveled or otherwise stabilized;

c) Install wheel washers where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment leaving the site;

d) Require all trucks hauling dirt, sand, soil, or other loose materials to be covered;

e) Suspend all excavating and grading operations when wind gusts (as instantaneous gusts) exceed 25 miles per hour [mph];

f) Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation; and

g) When sweeping streets to remove visible soil materials, use street sweepers or roadway washing trucks.

The Approved Project would be operated in compliance with all applicable MDAQMD Rules and Regulations as well as the air quality plan and would incorporate air quality Best Management Practices (BMPs) listed in section 4.2.3, *Air Quality* of the Final EIR/EA. While Approved Project operations have limited potential for dust generation, dust control will be an operational priority for the Approved Project as well, because dust reduces the efficiency of solar panels. Decommissioning emissions would be similar to construction emissions. Thus, impacts would not conflict with or obstruct implementation of applicable air quality plans during construction, operation, maintenance, and decommissioning and therefore would be less than significant [Final EIR/EA 4-76].

2. Violate any air quality standard or contribute substantially to an existing or projected air quality violation when added to the local background (Impact AIR-2): The Approved Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Emissions from construction of Approved Project components would be below the impact significance thresholds for the maximum daily construction for all the criteria pollutants. In addition, the annual

emissions would also be below the impact thresholds for all the criteria pollutants. The Approved Project would not result in significant toxic air contaminants (TACs) from diesel exhaust or other TACs that may be produced during construction due to the short-term nature of the construction period and the BMPs that would be implemented with the Approved Project.

Operations and maintenance activities, consisting of routine maintenance, panel washing, and security provided by 12 full-time staff, would generate minor levels of criteria pollutants that would be well below significance thresholds on a daily and annual basis. After the construction phase, the O&M building would serve the Approved Project's approximately 12 permanent full-time employees. The panels may be cleaned up to two times per year, if necessary to optimize output. O&M vehicles would include trucks (pickup and flatbed), forklifts, and loaders for routine and unscheduled maintenance and water trucks for solar panel washing. Large heavy-haul transport equipment may be brought to the Approved Project area infrequently for equipment repair or replacement. Fugitive dust would be generated from vehicles and equipment on unpaved surfaces.

Decommissioning emissions would be similar to construction emissions. The emissions associated with decommissioning of the solar array would be generated from disassembly and removal of solar panels, foundations, and other structures such as the substations, support buildings, piles, inverters and pads, and perimeter fencing. After removal of all equipment and buildings, the site would be returned to a condition similar to fallow agriculture. The equipment used for decommissioning would be similar to that used for construction. Land alteration would be minimal and no grading and clearing would be required. Since decommissioning would not involve grading or clearing activities and equipment used in the future is likely to be much more efficient than that currently used, the level of decommissioning emissions would be substantially less than emissions created during construction. Decommissioning activities would be conducted pursuant to adopted MDAQMD emission control measures in effect at the time of the activity.

Thus, impacts would not violate air quality standards or contribute substantially to an existing or projected air quality violation during construction, operation, maintenance, and decommissioning and therefore would be less than significant [Final EIR/EA 4-76].