

FORM APPROVED COUNTY COUNSEL
 BY: *G.P.P.* 12/30/15
 GREGORY P. PRIAMOS DATE

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

310B



FROM: TLMA – Planning Department

SUBMITTAL DATE:
 December 29, 2015

SUBJECT: BLYTHE II SOLAR PROJECT - FAST TRACK AUTHORIZATION NO. 2015-02, CONDITIONAL USE PERMIT NO. 3728, ORDINANCE NO. 664.58, AND DEVELOPMENT AGREEMENT NO. 74 – CONSIDER ADDENDUM TO ADOPTED MITIGATED NEGATIVE DECLARATION (MND) – Applicant: NRG Solar Blythe II LLC – Engineer/Representative: Tim Anderson – Fourth Supervisorial District – Chuckwalla Zoning Area – Palo Verde Valley Area Plan: Community Development: Public Facility (CD-PF) – Location: On the grounds of the Blythe Airport, east of the runways, north of Riverside Avenue and west of Buck Boulevard. – 156.46 acres – Zoning: Manufacturing – Heavy (M-H) –REQUEST: Proposal for the construction and use of a utility scale 20 megawatt (MW) photovoltaic (PV) solar power plant on 156.46 acres.– APN 821-110-006. Deposit Based Funds 100% [\$0].

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

(Continued on next page)

Steve Weiss
 Steve Weiss, AICP
 Planning Director
 SW:lr

Juan C. Perez
 Juan C. Perez
 TLMA Director

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

C.E.O. RECOMMENDATION:

APPROVE
Denise C. Harden
 County Executive Office Signature BY: Denise C. Harden

MINUTES OF THE BOARD OF SUPERVISORS

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

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

16-1

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: BLYTHE II SOLAR PROJECT - FAST TRACK AUTHORIZATION NO. 2015-02,
CONDITIONAL USE PERMIT NO. 3728, ORDINANCE NO. 664.58 AND DEVELOPMENT
AGREEMENT NO. 74**

DATE: December 29, 2015

PAGE: Page 2 of 4

1. **CONSIDER** the **ADDENDUM** to a **MITIGATED NEGATIVE DECLARATION ENVIRONMENTAL ASSESSMENT NO. 42340**, based on the finding that all impacts were adequately analyzed pursuant to applicable legal standards, and while some changes and/or additions are necessary, none of the conditions described in CEQA Guidelines Section 15162 exist; and
2. **APPROVAL** of **CONDITIONAL USE PERMIT NO. 3728**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report and Addendum to Environmental Assessment No. 42430; and
3. **INTRODUCE, WAIVE READING OF and ADOPT** on successive weeks of **ORDINANCE NO. 664.58**, an Ordinance of the County of Riverside Approving Development Agreement No. 74, based upon the findings and conclusions incorporated in the staff report and the Addendum to Environmental Assessment No. 42430.

PROJECT BACKGROUND:

The project is commonly referred to as the Blythe II Solar Project ("Project") and is comprised of the following land use cases:

Conditional Use Permit No. 3728 proposes the construction and use of a utility scale 20 MW photovoltaic (PV) solar power plant on 156.46 acres. The Project will include PV module arrays along with approximately 20 electrical equipment pads located within the interior of the Project site, which will house the inverters and transformers. The Project will use crystalline silicon PV solar modules mounted on single-axis tracking technology, in which the PV modules follow the path of the sun throughout the day. The PV panels are non-reflective and convert sunlight into direct current (DC) electricity. The DC output of the panels is collected through one or more combiner boxes and directed to an inverter. The inverter converts the DC electricity to alternating current (AC) electricity, which then flows to a transformer where it is stepped up to distribution-level voltage. The entire Project site will be fenced for safety purposes and the site main entrance gate will be located at the southeast corner of the Project site.

Connection to the power grid will occur on the Project site. An electrical switchyard and associated electrical equipment will be located at the southeastern corner of the Project site. Southern California Edison (SCE) will extend one of its existing 33-kV distribution lines in the area along Riverside Drive and Butch Boulevard to the site switchyard to interconnect the Project to the electrical grid. To provide communication, an existing buried phone line on site will be extended to the control panel in the switchyard.

A temporary construction trailer and temporary parking lot are proposed during construction. The Project would be built in a single phase and construction would require approximately six to nine months. Construction is anticipated to commence in early 2016.

Development Agreement No. 74

The applicant has proposed entering into and negotiated a development agreement (DA No. 74) with the County for the Project. DA No. 74 has a term of 30 years and will grant the applicant vesting

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: BLYTHE II SOLAR PROJECT - FAST TRACK AUTHORIZATION NO. 2015-02,
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AGREEMENT NO. 74**

DATE: December 29, 2015

PAGE: Page 3 of 4

rights to develop the Project in accordance with the terms of the agreement. DA No. 74 contains terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law, which is a public benefit for the County. DA No. 74 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.

Ordinance No. 664.58

Per State law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.58, an Ordinance of the County of Riverside Approving Development Agreement No. 74, incorporates by reference and adopts DA No. 74 consistent with Government Code section 65867.5.

Approval and use of Conditional Use Permit No. 3728 is conditioned upon Development Agreement No. 74 being entered into and effective.

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

The project is located on the grounds of the Blythe Airport, east of the runways, north of Riverside Avenue and west of Buck Boulevard. In December 2010, the Board of Supervisors approved a 30-year lease agreement with NRG Solar Blythe II ("NRG") for the Project site at Blythe Airport. In June 2015, the Board of Supervisors approved a First Amendment to the lease agreement. The lease amendment does not alter the overall duration of the lease, the contemplated solar facility use of the leased property, or expand the underlying lease footprint.

A solar power plant was previously approved on the Blythe Airport grounds on December 14, 2010 by the Board of Supervisors in Plot Plan No. 24616 (PP24616). PP24616 had proposed 100 MW on 640 acres, in contrast to CUP No. 3728 which is now proposing 20 MW on 156.46 acres. The Board adopted a Mitigated Negative Declaration (Environmental Assessment No. 42340) for the 100 MW solar power plant project at Blythe Airport processed under PP24616. As set forth in the attached Planning Department Staff Report and CEQA Addendum, the Mitigated Negative Declaration identified eight environmental factors would be potentially affected by the project, involving at least one impact that would be "less than significant with mitigation incorporated." An addendum was prepared to provide the updated information described above and to document the reduction of impacts associated with the current 20 MW Blythe II Solar Project compared to the previously approved 100 MW project. The decision to prepare an addendum and not prepare a subsequent CEQA document is supported by the criteria in CEQA Guidelines §15162 as set forth in the addendum.

Impact on Citizens and Businesses

The impacts of this project have been evaluated through the environmental review and public hearing process by Planning staff.

ATTACHMENTS:

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: BLYTHE II SOLAR PROJECT - FAST TRACK AUTHORIZATION NO. 2015-02,
CONDITIONAL USE PERMIT NO. 3728, ORDINANCE NO. 664.58 AND DEVELOPMENT
AGREEMENT NO. 74**

DATE: December 29, 2015

PAGE: Page 4 of 4

- A. BOARD OF SUPERVISORS STAFF REPORT**
- B. Ordinance No. 664.58**
- C. Development Agreement No. 74**
- D. Exhibits and Conditions of Approval for CUP No. 3728**
- E. CEQA Addendum and attachments**
- F. Mitigated Negative Declaration for Environmental Assessment No. 42340**

ATTACHMENT A
BOARD OF SUPERVISORS STAFF REPORT
WITH EXHIBITS AND ATTACHMENTS

Agenda Item No.:
Area Plan: Palo Verde Valley
Zoning Area: Chuckawalla
Supervisorial District: Fourth
Project Planner: Larry Ross
Board of Supervisors: January 12, 2015

FAST TRACK AUTHORIZATION NO. 2015-02
CONDITIONAL USE PERMIT NO. 3728
DEVELOPMENT AGREEMENT NO. 74
ADDENDUM TO MND – EA42340
Applicant: NRG Solar Blyth II, LLC
Engineer/Representative: Tim Anderson

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 II Solar Project ("Project") and is comprised of the following land use cases:

Conditional Use Permit No. 3728 proposes the construction and use of a utility scale 20 megawatt photovoltaic (PV) solar power plant on 156.46 acres. The Project will include PV module arrays along with approximately 20 electrical equipment pads located within the interior of the Project site, which will house the inverters and transformers. The Project will use crystalline silicon PV solar modules mounted on single-axis tracking technology, in which the PV modules follow the path of the sun throughout the day. The PV panels are non-reflective and convert sunlight into direct current (DC) electricity. The DC output of the panels is collected through one or more combiner boxes and directed to an inverter. The inverter converts the DC electricity to alternating current (AC) electricity, which then flows to a transformer where it is stepped up to distribution-level voltage. The entire Project site will be fenced for safety purposes and the site main entrance gate will be located at the southeast corner of the Project site.

Connection to the power grid will occur on the Project site. An electrical switchyard and associated electrical equipment will be located at the southeastern corner of the Project site. Southern California Edison (SCE) will extend one of its existing 33-kV distribution lines in the area along Riverside Drive and Butch Boulevard to the site switchyard to interconnect the Project to the electrical grid. To provide communication, an existing buried phone line on site will be extended to the control panel in the switchyard.

A temporary construction trailer and temporary parking lot are proposed during construction. The Project would be built in a single phase and construction would require approximately six to nine months. Construction is anticipated to commence in early 2016.

Development Agreement No. 74

The applicant has proposed entering into and negotiated a development agreement (DA No. 74) with the County for the Project. DA No. 74 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. 74 contains terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law, which is a public benefit for the County. DA No. 74 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.

Ordinance No. 664.58

Per State law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.58, an Ordinance of the County of Riverside Approving Development Agreement No. 74, incorporates by reference and adopts DA No. 74 consistent with Government Code section 65867.5.

Approval and use of Conditional Use Permit No. 3728 is conditioned upon Development Agreement No. 74 being entered into and effective.

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

The project is located on the grounds of the Blythe Airport, east of the runways, north of Riverside Avenue and west of Buck Boulevard. In December 2010, the Board of Supervisors approved a 30-year lease agreement with NRG Solar Blythe II ("NRG") for the Project site at Blythe Airport. In June 2015, the Board of Supervisors approved a First Amendment to the lease agreement. The lease amendment does not alter the overall duration of the lease, the contemplated solar facility use of the leased property, or expand the underlying lease footprint.

BACKGROUND

A solar power plant was previously approved on the Blythe Airport grounds on December 14, 2010 by the Board of Supervisors. PP24616 had proposed 100 MW on 640 acres, in contrast to CUP No. 3728 which is now proposing 20 MW on 156.46 acres.

As stated above, on December 14, 2010, the Board adopted a Mitigated Negative Declaration (Environmental Assessment No. 42340) for the 100 MW solar power plant project at Blythe Airport processed under PP24616. In 2010, the Mitigated Negative Declaration identified the following environmental factors would be potentially affected by the project, involving at least one impact that would be "less than significant with mitigation incorporated": Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology/Soils, Hazards & Hazardous Materials, Transportation/Traffic, and Utilities/Service Systems.

An addendum was prepared to provide the updated information described above and to document the reduction of impacts associated with the current 20 MW Blythe II Solar Project compared to the previously approved 100 MW project.

The decision to prepare an addendum and not prepare a subsequent CEQA document is supported by the criteria in CEQA Guidelines §15162 as set forth in the addendum.

SUMMARY OF FINDINGS:

1. Existing General Plan Land Use (Ex. #5): Community Development – Public Facility (CD-PF)
2. Surrounding General Plan Land Use (Ex. #5): Community Development – Public Facility (CD-PF) to the north, south and west and Agriculture-Agriculture (AG-AG) to the east.
3. Existing Zoning (Ex. #3): Manufacturing – Heavy (M-H)

- | | |
|-----------------------------------|--|
| 4. Surrounding Zoning (Ex. #3): | Manufacturing – Heavy (M-H) to the north, south, and west and Controlled Development Areas – 10 acre minimum (W-2-10). |
| 5. Existing Land Use (Ex. #1): | Blythe Airport grounds – currently vacant |
| 6. Surrounding Land Use (Ex. #1): | Blythe Airport to the north, south, and west and agricultural to the east. |
| 7. Project Data: | Total Acreage: 156.46 |
| 8. Environmental Concerns: | See attached environmental assessment and addendum thereto |

RECOMMENDATIONS:

CONSIDER the **ADDENDUM** to a **MITIGATED NEGATIVE DECLARATION ENVIRONMENTAL ASSESSMENT NO. 42340**, based on the finding that all impacts were adequately analyzed pursuant to applicable legal standards, and while some changes and/or additions are necessary, none of the conditions described in CEQA Guidelines Section 15162 exist; and

APPROVAL of **CONDITIONAL USE PERMIT NO. 3728**, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report and Addendum to Environmental Assessment No. 42430; and

INTRODUCE and **ADOPT** on successive weeks of **ORDINANCE NO. 664.58**, an Ordinance of the County of Riverside Approving Development Agreement No. 74, based upon the findings and conclusions incorporated in the staff report and the Addendum to Environmental Assessment No. 42430.

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

1. The project site is designated Community Development – Public Facility (CD-PF) on the Palo Verde Valley Area Plan.
2. General Plan policy LU 15.15, applicable to all land use designations, encourages, in an environmentally and fiscally responsible manner, the development of renewable energy resources and related infrastructure, including but not limited to, the development of solar power plants in the County of Riverside. The conditions of approval and mitigation measures ensure that the project is being developed in an environmentally responsible manner. The terms of DA No. 74 regarding the direct allocation of sales taxes to the County also ensure that the project is being developed in a fiscally responsible manner.
3. The project site is surrounded by properties which are designated Community Development – Public Facility (CD-PF) to the north, south and west and Agriculture-Agriculture (AG-AG) to the east.

4. The existing zoning for the subject site is Manufacturing – Heavy (M-H).
5. A solar power plant, is a permitted use, subject to approval of a conditional use permit, in the Manufacturing – Heavy (M-H) zone, in accordance with Section 12.2.C. (18) of Ordinance No. 348.
6. The proposed use, a solar power plant, is consistent with the development standards set forth in the M-H zone.
7. The project site is surrounded by properties that are zoned Manufacturing – Heavy (M-H) to the north, south, and west and Controlled Development Areas – 10 acre minimum (W-2-10) to the east.
8. Blythe airport is in operation to the north, south, and west and agricultural to the east of the project vicinity.
9. The project site is located within the Blythe Airport Influence Area and therefore Airport Land Use Commission (ALUC) review was required. ALUC reviewed PP24616 and founding it conditionally consistent on April 8, 2010. ALUC reviewed the current project and found that no significant change occurred, aside from the reduction of the size and scope of the project, and that the ALUC finding of conditionally consistent still stands in their letter of August 31, 2015.
10. Development Agreement No. 74 is consistent with the General Plan, public health, safety and general welfare. The express terms of DA No. 74 grant 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 into the exhibits to DA No. 74, ensure that the solar power plant project is developed in a way that is consistent with public health, safety and general welfare. The project will provide important benefits to the local and regional economy from the purchase of equipment and supplies and local jobs. Development Agreement No. 74 will provide significant benefits, including terms requiring the applicant to take actions to ensure allocation directly to the County of the sales taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law. DA No. 74 also contains an agreement between the parties with regard to the computation of development impact fees using the surface mining fee category on a Project Area basis as set forth in Section 13 of Ordinance No. 659. These development agreement provisions ensure that DA No. 74 will provide significant benefits.
11. This project is not located within a Criteria Area of the Multi-Species Habitat Conservation Plan.
12. This project is not located within a CAL FIRE state responsibility area or a very high fire hazard severity zone.
13. The solar power plant project it is exempt from Board of Supervisors Policy No. B-29 regarding solar power plants because it is only 20 megawatts.
14. The project is not subject to AB-52 since the Mitigated Negative Declaration that this project is based upon was released prior to the original hearing of Plot Plan No. 24616 which occurred December 12, 2010 and therefore prior to the effective date of AB 52. However, the project was transmitted to interested Native American Tribes. The project was also transmitted to, both by

regular mail and return receipt mail, to the Colorado River Indian Tribes (CRIT). The CRIT did not comment on the project.

15. Environmental Assessment No. 42812 identified the following potentially significant impacts:

- | | |
|-------------------------|----------------------------------|
| a. Aesthetics | e. Geologic / Soils |
| b. Air Quality | f. Hazards & Hazardous Materials |
| c. Biological Resources | g. Transportation / Traffic |
| d. Cultural Resources | h. Utilities |

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

CONCLUSIONS:

1. The proposed project is in conformance with the Community Development – Public Facility (CD-PF) Land Use Designation, the Solar Energy Resources Policy and with all other elements of the Riverside County General Plan.
2. The proposed project is consistent with the proposed Manufacturing – Heavy (M-H) 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.
4. The proposed project is compatible with the present and future logical development of the area.
5. The proposed project will not preclude reserve design for the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP).
6. As set forth in the attached addendum, environmental assessment and through the imposition of mitigation measures set forth therein, the proposed project will not have a significant effect on the environment.

INFORMATIONAL ITEMS:

1. As of this writing, no letters, in support or opposition have been received.
2. The project site is not located within:
 - a. A 100-year flood plain, or dam inundation area; or
 - b. California Gnatcatcher, Quino Checkerspot Butterfly habitat; or
 - c. The Stephens Kangaroo Rat Fee Area; or
 - d. An area highly and very highly susceptible to liquefaction; or
 - e. A high fire area; or
3. The project site is located within:
 - a. The City of Blythe's Sphere of Influence

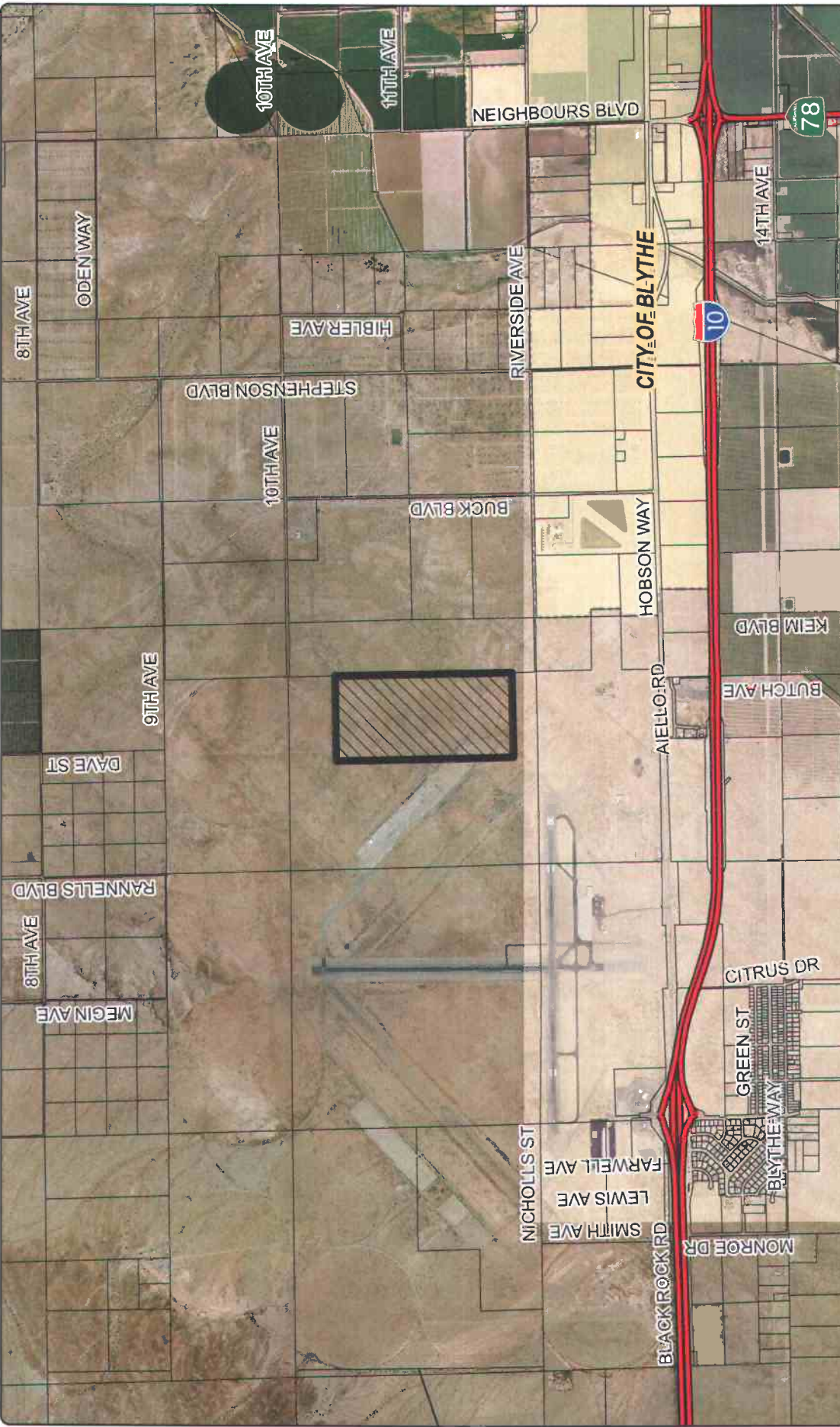
4. The subject site is currently designated as Assessor's Parcel Number 821-110-006 at Blythe Airport.

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Date Prepared: 11/10/14
Date Revised: 12/28/15

RIVERSIDE COUNTY PLANNING DEPARTMENT
CUP03728
VICINITY/POLICY AREAS

Supervisor Benoit
 District 4

Date Drawn: 11/20/2015
 Vicinity Map



Zoning Area: Chuckawalla

Author: Vinnie Nguyen

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 information on the new General Plan, please visit the County Planning Department website at 951.945.2000 (www.countyofriverside.org) or call 951.945.2077 (Riverside County Planning Department) or visit the County website at 951.945.2077 (Riverside County) or Website: <http://www.countyofriverside.org>

RIVERSIDE COUNTY PLANNING DEPARTMENT

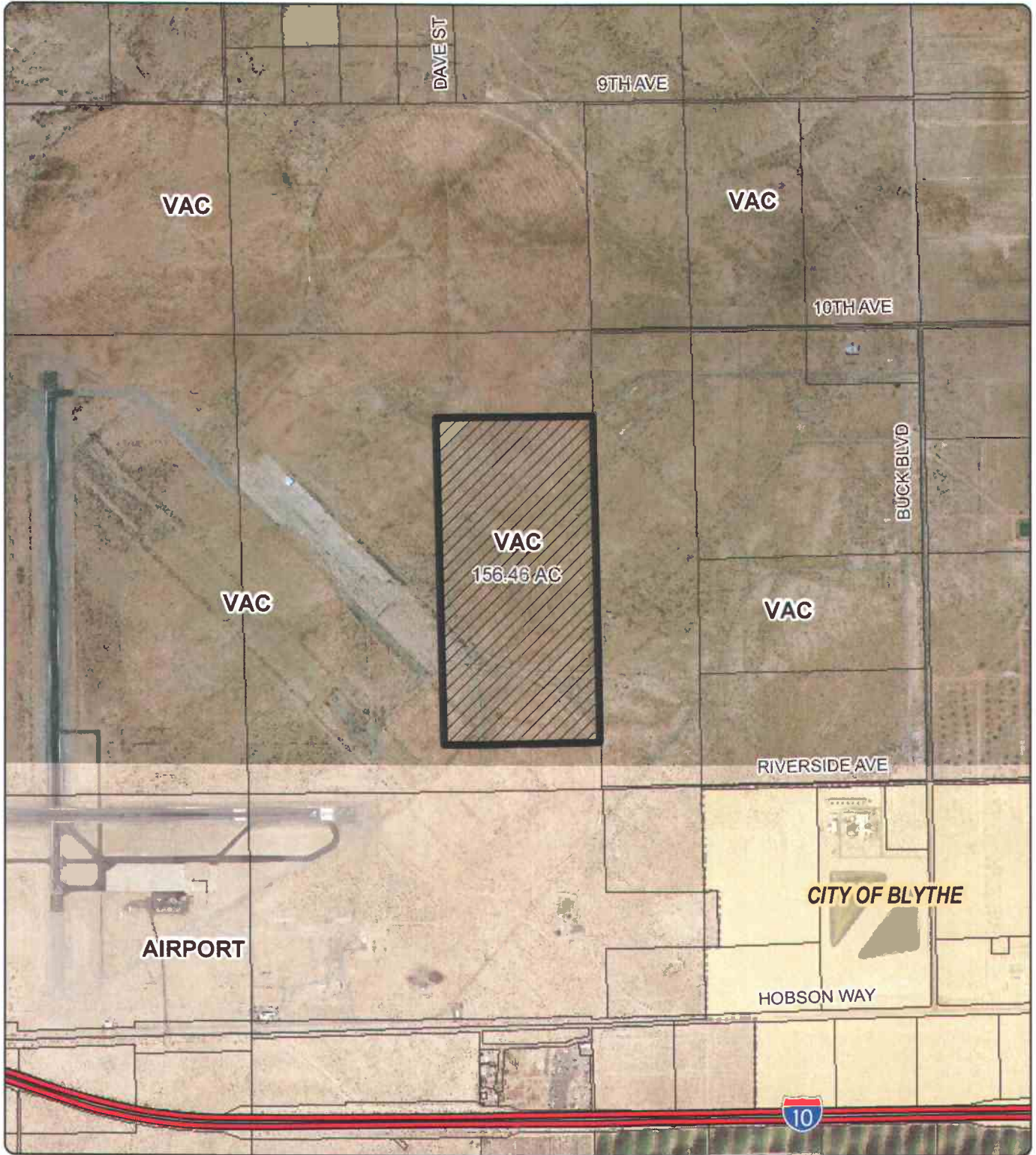
CUP03728

Date Drawn: 11/20/2015

Supervisor Benoit
District 4

LAND USE

Exhibit 1



Zoning Area: Chuckawalla

Author: Vinnie Nguyen



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RIVERSIDE COUNTY PLANNING DEPARTMENT

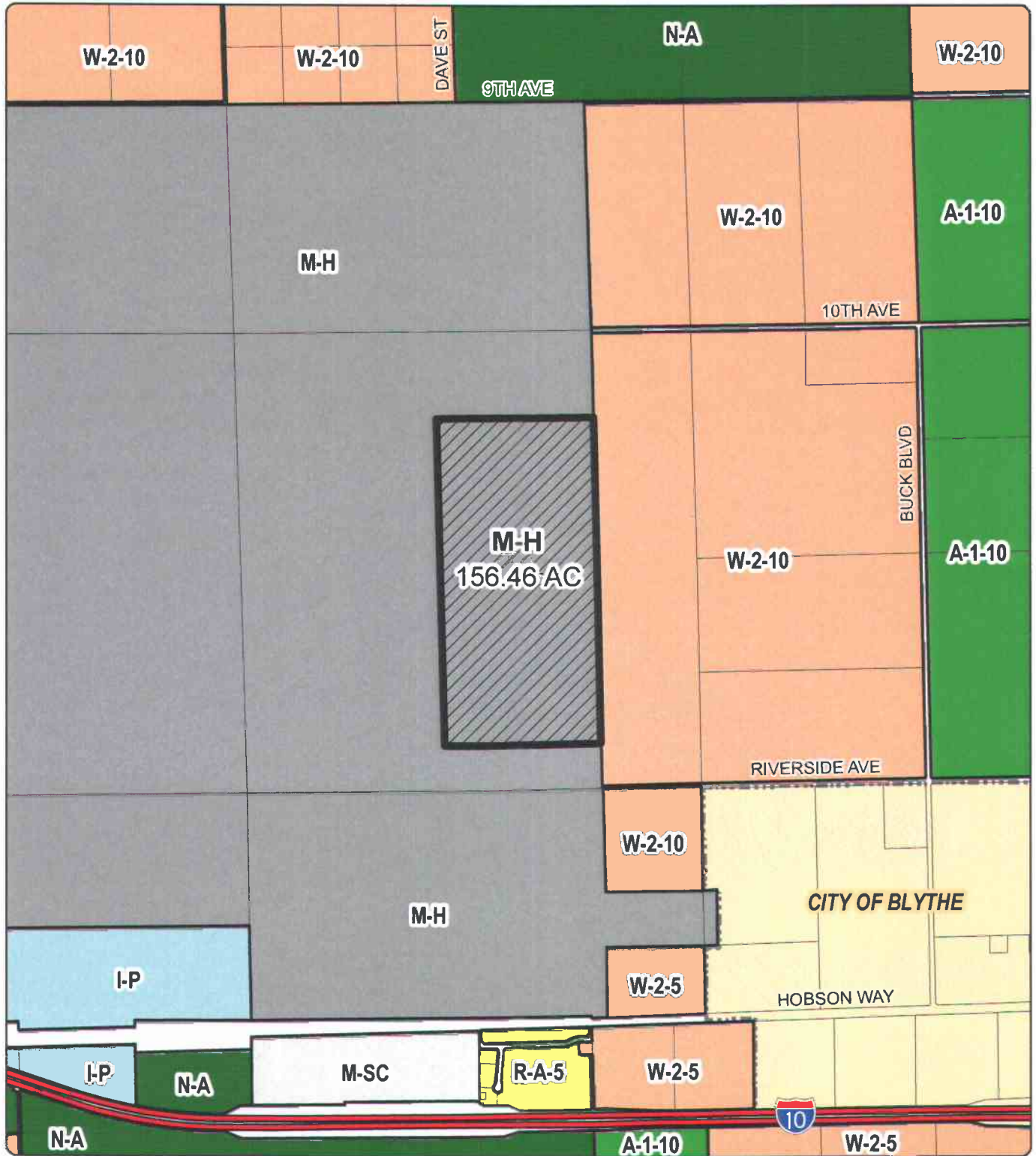
CUP03728

Date Drawn: 11/20/2015

Supervisor Benoit
District 4

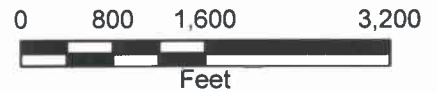
EXISTING ZONING

Exhibit 2



Zoning Area: Chuckawalla

Author: Vinnie Nguyen



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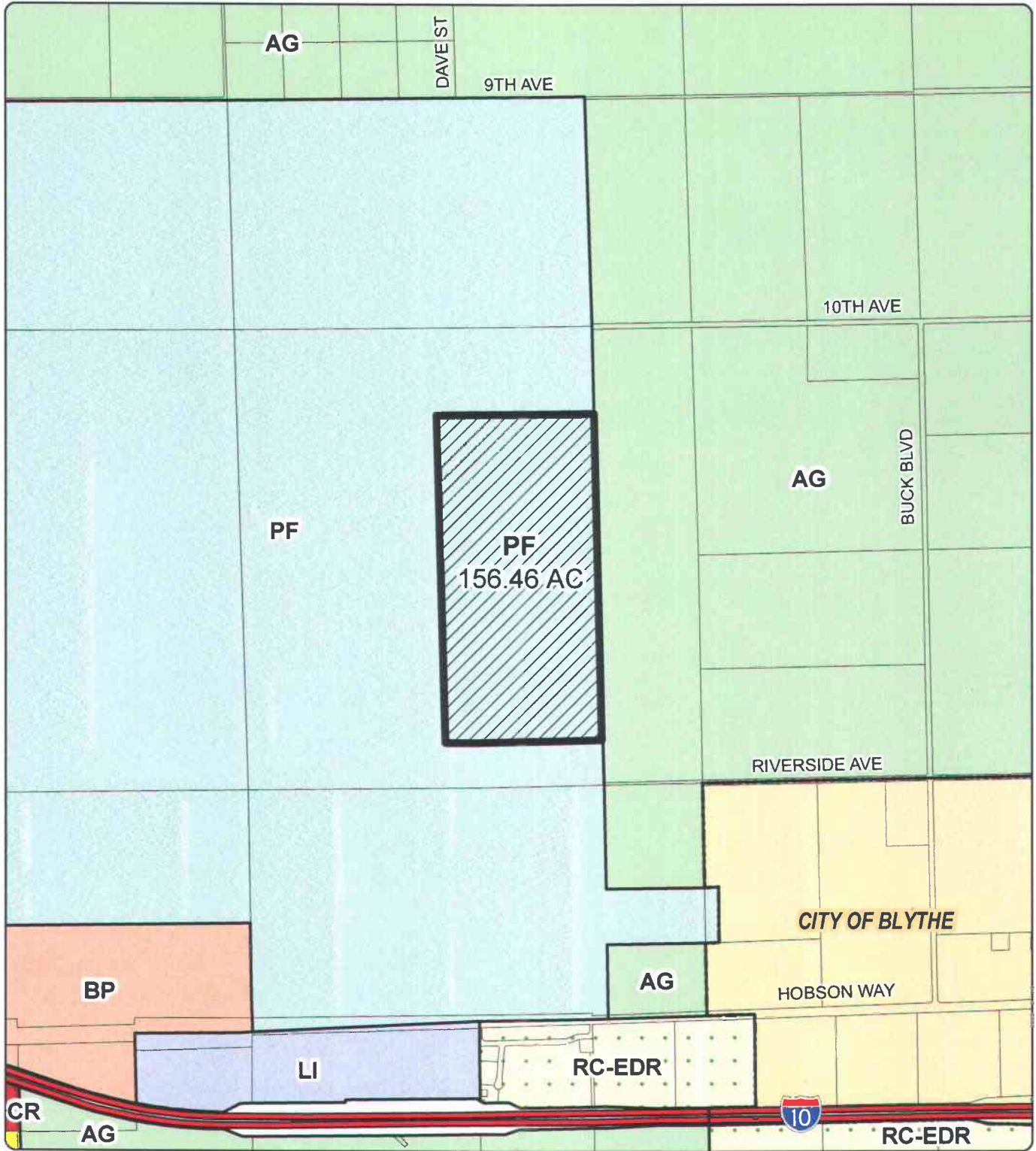
RIVERSIDE COUNTY PLANNING DEPARTMENT

CUP03728

EXISTING GENERAL PLAN

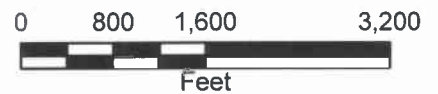
Supervisor Benoit
District 4

Date Drawn: 11/20/2015
Exhibit 5

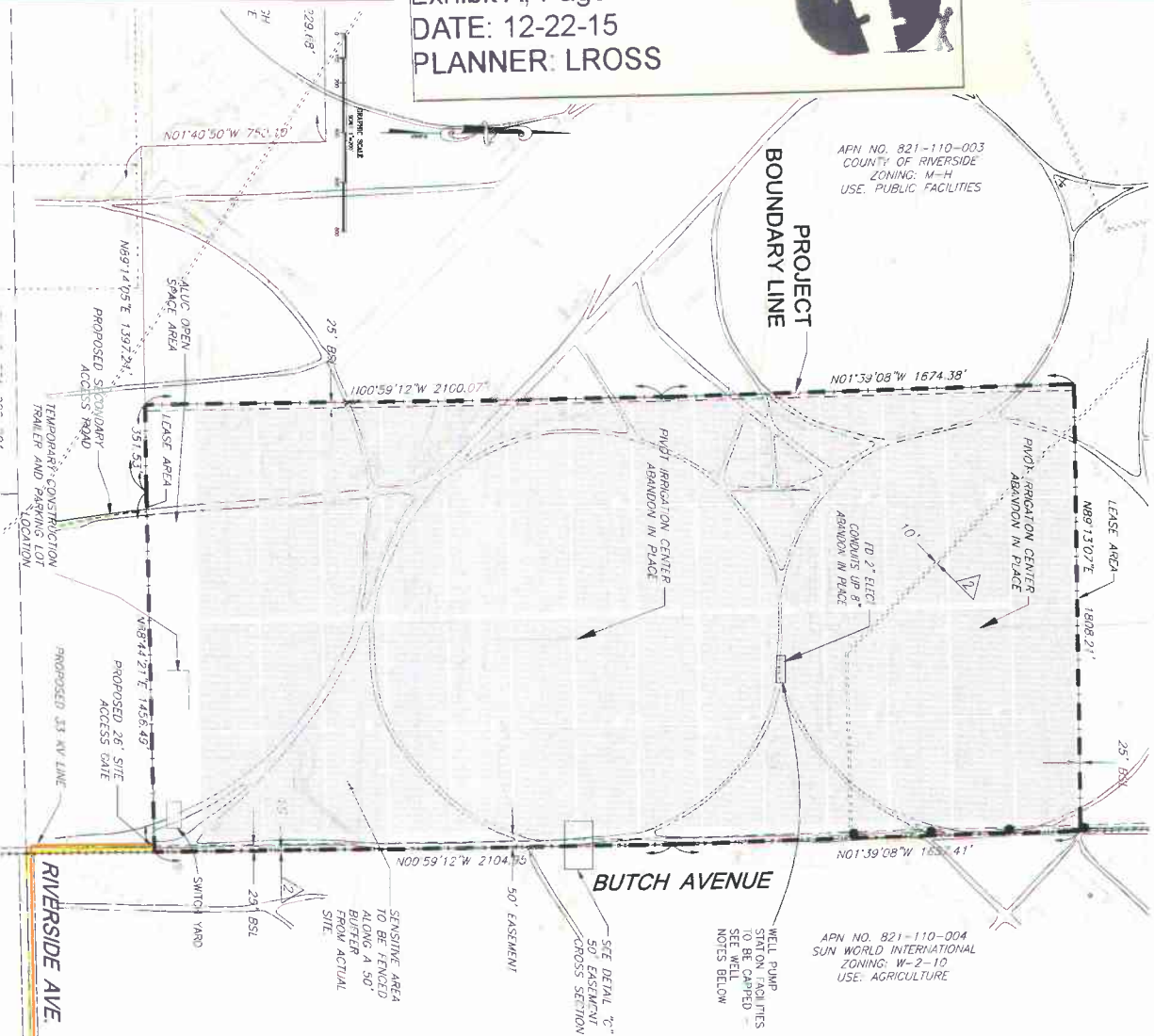


Zoning Area: Chuckawalla

Author: Vinnie Nguyen



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EXISTING WELL NOTES:

All depths shall be corrected to true sea level. All depths shall be given to the nearest 0.1 foot. All depths shall be given to the nearest 0.1 foot. All depths shall be given to the nearest 0.1 foot.

EASEMENT NOTES:

All easements are shown in grey. All easements are shown in grey. All easements are shown in grey. All easements are shown in grey. All easements are shown in grey.

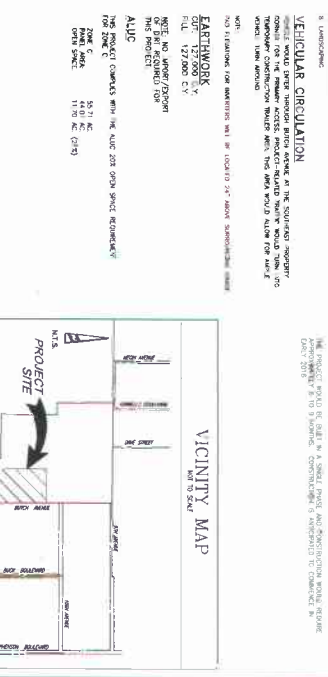
NO.	REVISION	DATE	DESCRIPTION
1	ISSUED FOR REVIEW	12/22/15	PRELIMINARY PLAN
2	ISSUED FOR REVIEW	12/22/15	REVISED PLAN
3	ISSUED FOR REVIEW	12/22/15	REVISED PLAN
4	ISSUED FOR REVIEW	12/22/15	REVISED PLAN

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3	ISSUED FOR REVIEW	12/22/15	REVISED PLAN
4	ISSUED FOR REVIEW	12/22/15	REVISED PLAN

APPLICANT: Blithe Solar Project, LLC
LAND OWNER: Sun World International, LLC
EXHIBIT PREPARER: [Name]
ASSESSOR'S PARCEL NO.: 821-110-003
PROPERTY ADDRESS: [Address]
EXISTING ZONING: M-H
PROPOSED ZONING: W-2-10
FLAMMABLE OR COMBUSTIBLE LIQUIDS: None
COUNTRY'S WATER QUALITY MANAGEMENT PLAN: None
EXISTING PARCEL ACREAGE: 102.16 acres
THOMAS GUIDE 2005: [Category]
UTILITIES: Water, Sewer, Gas, Electric
OCCUPANCY GROUP: [Category]
THE PROJECT DOES NOT INVOLVE FOLLOWING: [List of excluded items]

LEGAL DESCRIPTION: The project is located on a 102.16-acre parcel...
PROJECT DESCRIPTION: The project is a solar farm...
NEARBY FEATURES: [List of nearby roads and landmarks]



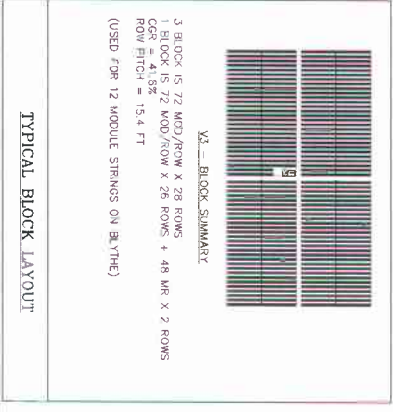
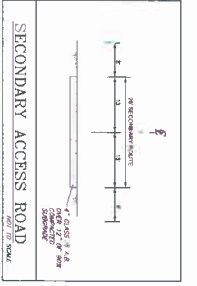
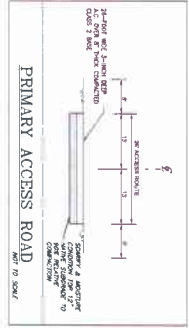
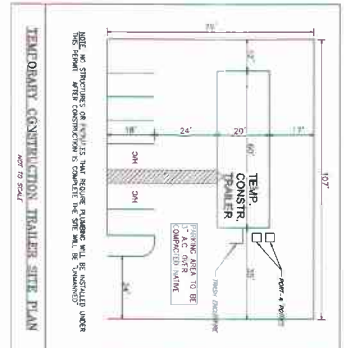
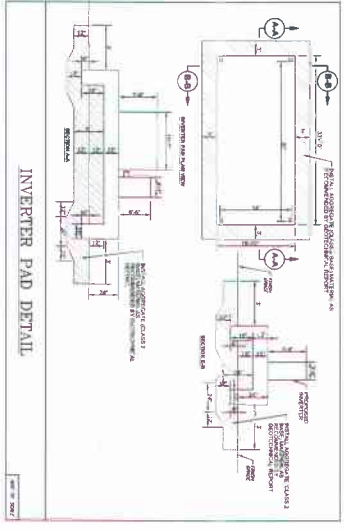
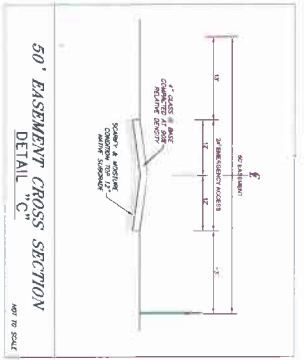
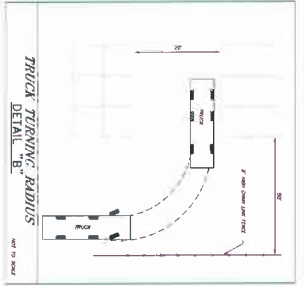
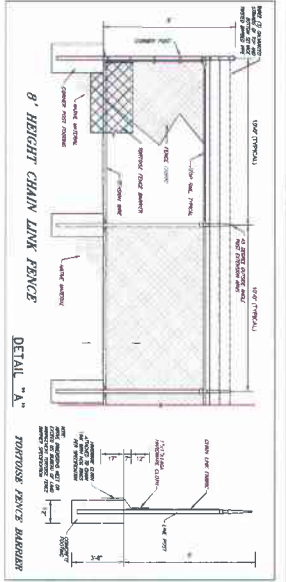
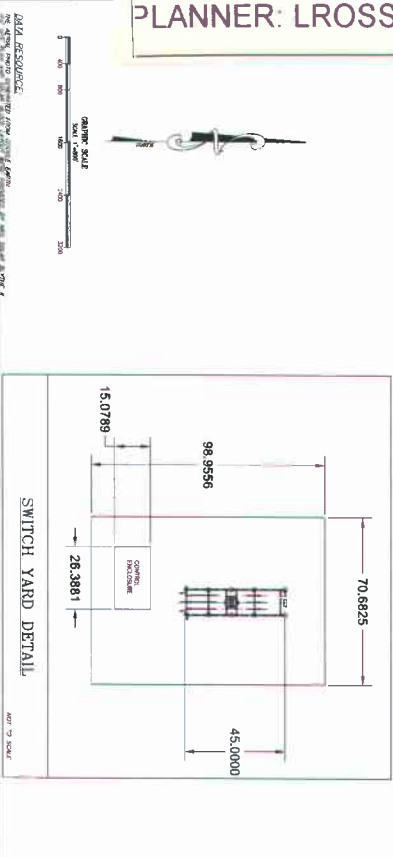
IN THE COUNTY OF RIVERSIDE

SHEET 1

OF 2 SHEETS

CUP SITE PLAN

DATE: 12/22/15



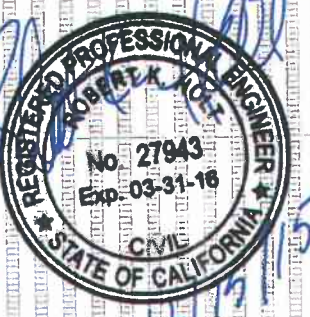
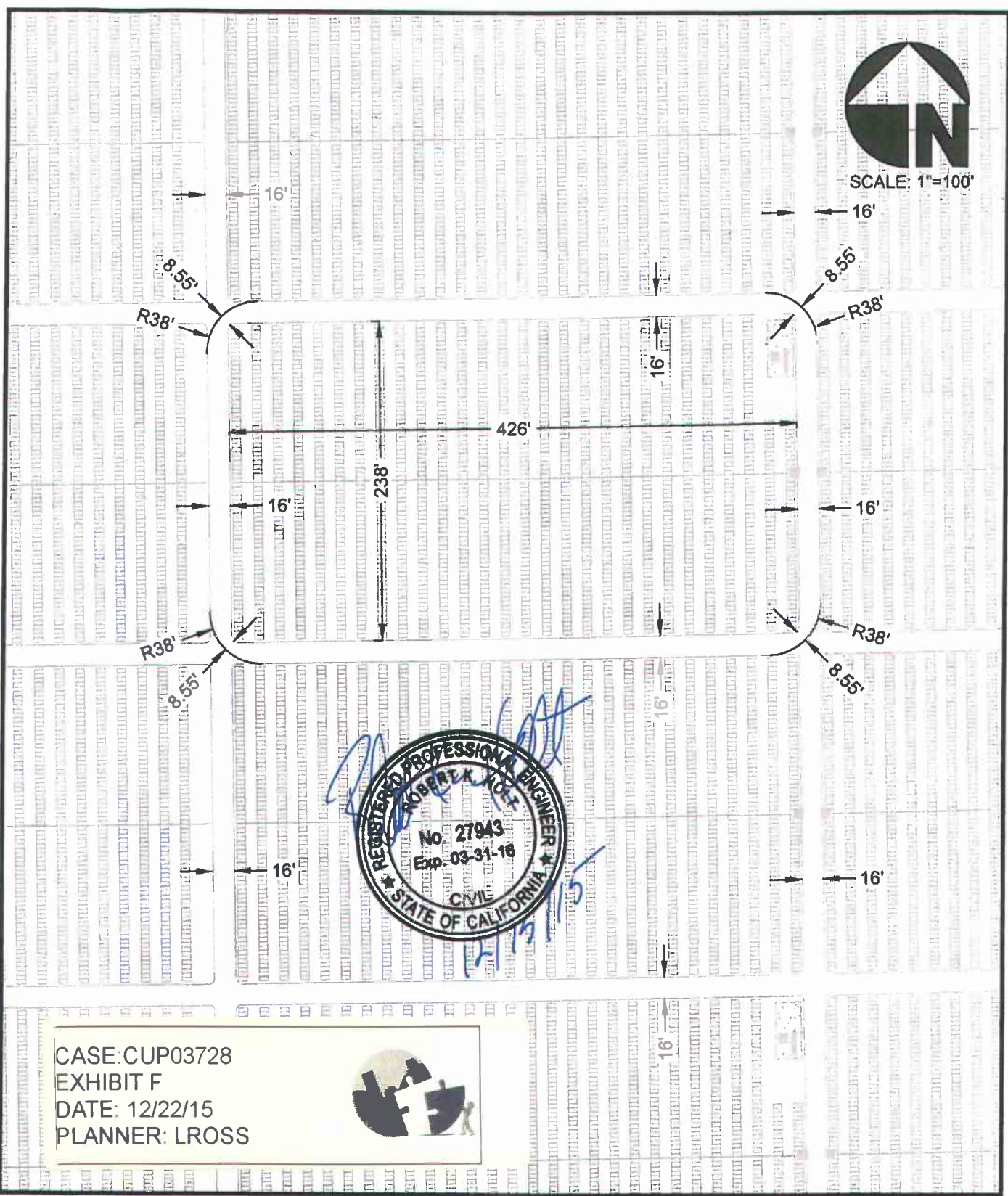
The Holt Group
 ENGINEERING · PLANNING · SURVEYING

15000 RIVERSIDE DRIVE, SUITE 200, HOUSTON, TEXAS 77058
 TEL: 281.412.2200 FAX: 281.412.2201
 WWW.HOLTGROUP.COM

PROJECT NO. 22943
 SHEET NO. 2 OF 2 SHEETS
 DATE: 03/23/16
 BY: RCT/NO
 CHECKED BY: RCT/NO
 PROJECT UNDER THE DIRECT SUPERVISION OF: [Signature]

UNDESIGNED CHANGES & UPDATES: The engineer accepting these drawings will not be responsible for any errors or omissions in the drawings or for any consequences that may result from their use. The engineer will not be responsible for any consequences that may result from their use.

C:\EI Centro\1202.004 Fire Truck Turning exhibit.dwg 12/11/2015 15:31

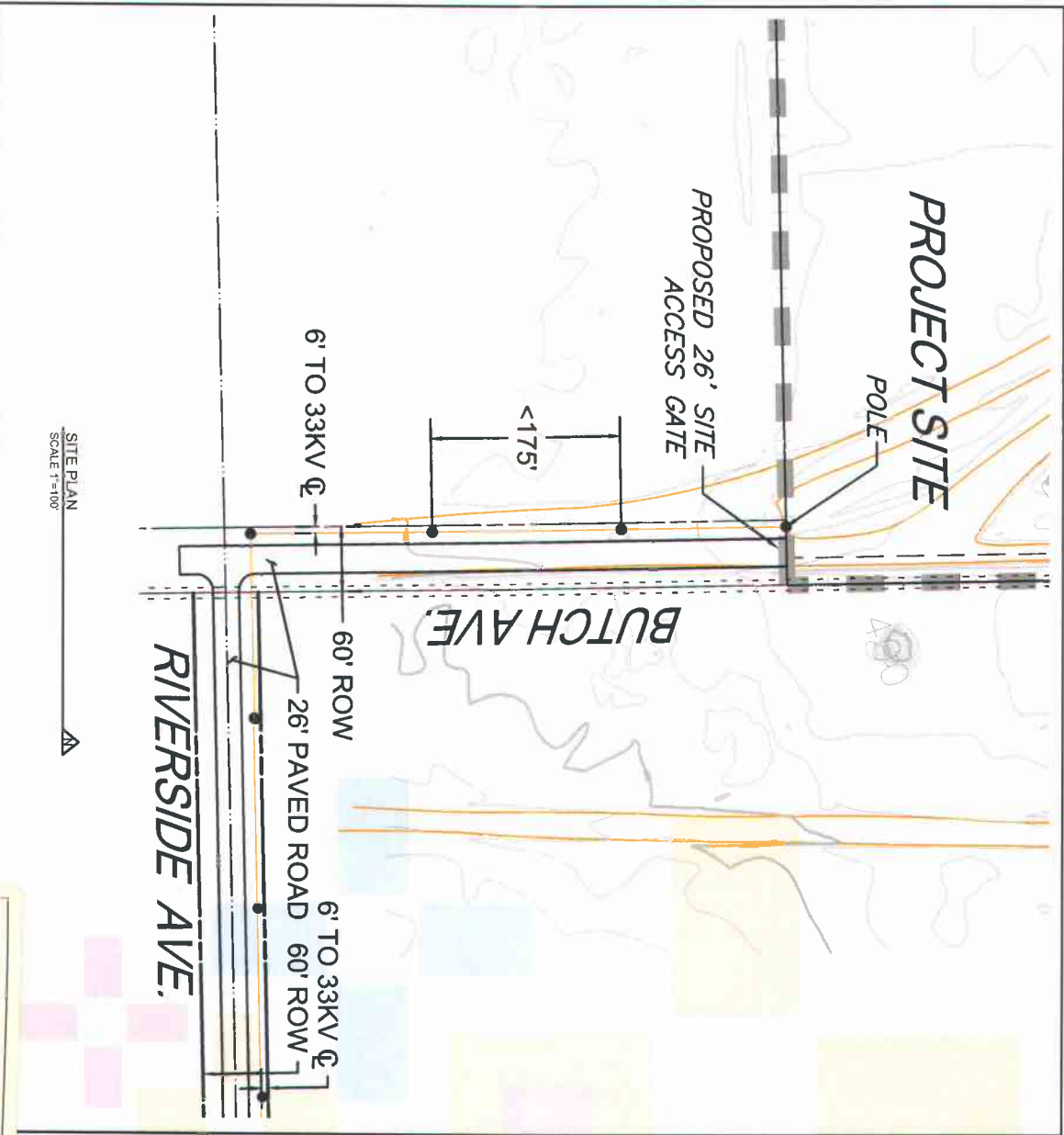


CASE: CUP03728
 EXHIBIT F
 DATE: 12/22/15
 PLANNER: LROSS

The Holt Group
 ENGINEERING PLANNING SURVEYING

EXHIBIT:		SHEET: <u>1</u>
TYPICAL BLOCK SEPARATION AND FIRE TRUCK TURNING RADIUS EXHIBIT		OF <u>1</u> SHEETS
IN THE COUNTY OF RIVERSIDE	DATE: 12/11/15	BY: R S N
CLIENT: NRG	JOB NUMBER:	1202.004

1601 N. Imperial Ave. EI Centro, CA 92243 760.337.3883
 201 E. Hobsonway Blythe, CA 92225 760.922.4658



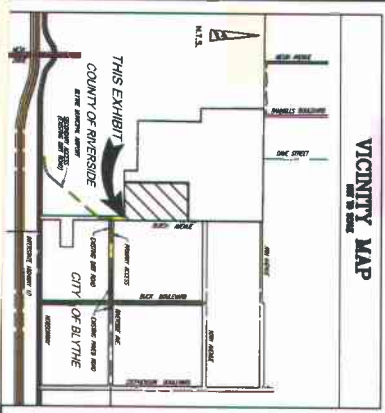
SITE PLAN
SCALE 1" = 100'


NOTE:
POLE LOCATIONS ARE
FOR REFERENCE ONLY

BLYTHE 20
ENTRANCE ROAD
EXHIBIT
BLYTHE AIRPORT BLYTHE, CA

BE SAFE
TODAY

REVISIONS				
NO	DATE	DESCRIPTION	DRAWN	APVD
1	10/27/2015	ISSUE FOR REVIEW	RDU	DC
2	09/02/15	ADJUSTED 33KV LINE & ROW	RDU	DC
3	11/02/15	ADJUSTED 33KV AND BUTCH AVENUE	RDU	DC
4	11/18/2015	INDICATED ROAD IS PAVED	RDU	DC
5	11/17/2015	INDICATED BOTH ROADS WILL BE PAVED	RDU	DC




Renew
 4900 N. SCOTTSMILE ROAD SUITE 500
 SCOTTSMILE AZ 85141
 WWW.NRG.COM/AMERICAN

Project Number: 001162
 Date: 10/27/2015
 Sheet: C1.0

CASE: CUP03728
Exhibit T
DATE: 12-22-15
PLANNER: LROSS



NEXTrackerSPT

INTRODUCING A WHOLE NEW WAY TO TRACK THE SUN

The NEXTracker™ Self-Powered Tracker (SPT) brings self-contained motor power to each row, saving time and money. No more external power wiring. No more UPS backup systems. Safer and more reliable with higher performance.

INDEPENDENT, MECHANICALLY-BALANCED ROWS

The NEXTrackerSPT leverages NEXTracker's mechanically balanced row design, which aligns the PV panels with the tracker's axis of rotation. This alignment greatly reduces torsional load, requiring less energy from the motor to track throughout the day, and freeing each row to track independently.

PLUG AND PLAY WITH NO POWER WIRING

NEXTrackerSPT's independent rows eliminate external AC power source systems, wiring, and associated trenching. Self-contained units on each row include a dedicated 30 W PV panel to provide power to the Self-Powered Controller (SPC), which drives the motor and hosts intelligent control electronics to position each tracker. NEXTrackerSPT's wireless power and communication from the SPC enable each row to be truly plug and play.

HIGHER PERFORMANCE & SAFETY

Independently powered rows eliminate parasitic utility draw for a higher net energy yield. Intelligent, autonomous rows optimize operation, cleaning and maintenance activities. The tracking system rapidly moves into safe stow positions — an entire array can be stowed in under two minutes, versus up to 45 minutes for other horizontal trackers. That same quick positioning makes our tracker five times faster to clean.

MORE SITE FLEXIBILITY, LESS SITE PREPARATION

The NEXTrackerSPT's autonomous rows enable maximum flexibility in system design, overcoming constraints presented by irregular site boundaries or obstructions. No east/west grading, fewer access roads, and better utilization of corner areas increase power capacity 10-20% per site while reducing construction time. The self-powered rows enable the system to be commissioned without grid power.

Quicker to track, quicker to com

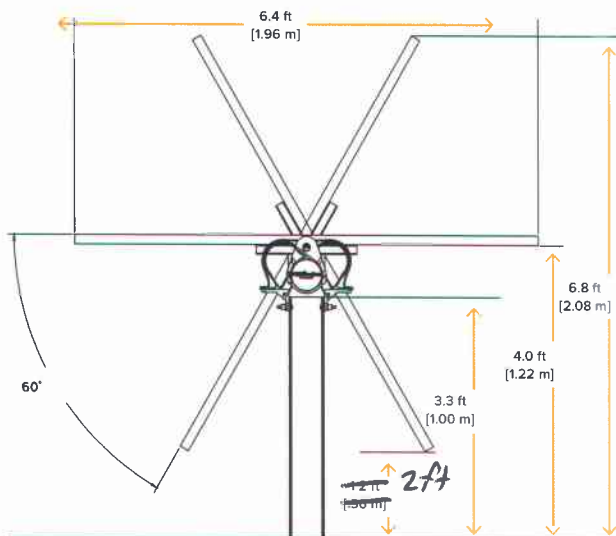
SE: CUP03728
hibit B page 1
TE: 12-22-15
ANNER: LROSS




NEXTrackerSPT Specifications

Tracking Technology	Horizontal single-axis balanced-mass tracker with independently-driven rows
Tracking Range	Up to 120° (± 60°)
Control System	1 Self-Powered Controller (SPC) per tracker; 1 Network Control Unit (NCU) per 100 SPCs
Communications	Wireless ZigBee® mesh network/SCADA; no communication wiring required
Drive System	One slew gear, 24 VDC motor and self-powered controller w/dedicated solar panel per row
DC Capacity	23-35kWp per tracker row, depending on panel type
System Voltage	Flexible, based on system design
Power Consumption	No grid power required
Ground Coverage Ratio	Fully configurable by customer; typical range 33%-50%
Installation Method	Rapid field assembly, no welding required
Foundation Types	Compatible with all major foundation types (driven pier, concrete foundation, ground screw)
Standard Wind Design	100 mph/161 kph, 3 second gust per ASCE7-10; configurable for higher wind speeds
Safety Stowing	Automated wind and snow stowing with self-contained backup power; no external power required
Torsional Limiter	Included at each foundation/bearing for additional wind and snow load protection
Principal Materials	Galvanized and stainless steel
Grounding Method	Self-grounding structure; separate materials and labor not required
Compliance	Grounding/bonding: UL2703; structural design: ASCE7-10
Other Available Options	Snow and flood sensors
Warranty	10 years on structural components; 5 years on drive and control systems
Typical Dimensions	Height 2.1 m/6.8 ft (@ 60°), Width 2.0 m/6.4 ft, Length 85 m/283 ft

Typical 72-cell c-Si configuration: 85 m row with 80 panels mounted in portrait:



CASE: CUP03728
 Exhibit B page 2
 DATE: 12-22-15
 PLANNER: LROSS



NEXTracker

6200 Paseo Padre Parkway
 Fremont, CA 94555 USA
 +1 510 270 2500
 nextracker.com

SEAL

THESE DRAWINGS HAVE BEEN REVIEWED AND SEALED FOR CONFORMANCE OF STRUCTURAL ITEMS ONLY.

2.1.1 TRACKER

PROJECT NUMBER
 12345

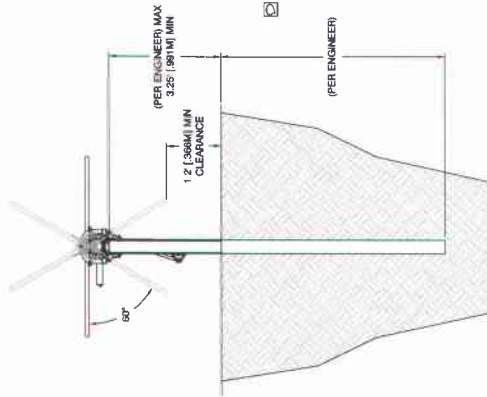
SHEET TITLE:
TRACKER

NO.	REVISION	DATE	INIT.
0	PRELIMINARY	07/16/2015	AB
1	TRACKER UPDATES	07/28/2015	AR
2			
3			
4			
5			
6			
7			
8			
9			

SITE DETAILS

LATITUDE	NOT SPECIFIED
LONGITUDE	NOT SPECIFIED
SNOW LOAD	NOT SPECIFIED
WIND LOAD	NOT SPECIFIED
RISK CATEGORY	NOT SPECIFIED
TDM	NOT SPECIFIED
CATEGORY	30 STOW
NEXTRACKER	2.1.1
DATE	06/26/2015
DRAWN BY	AB
CHECKED BY	AR
SHEET NO.:	S-601

Piles are expected to be driven in using the vibra-pile installation method, requiring no concrete. Typical embedment depth is eight (8) feet below grade.



1. TYPICAL PIER HEIGHT
 SCALE: N.T.S.

- NOTES:
- TO ALIGN THE PIER TOPS IN A PLANE, SET THE END PIERS OF THE TRACKER ROW FIRST, THEN THE INTERMEDIATE PIERS.
 - IF THE EXISTING GRADE IS NOT LEVEL, TO ENSURE PIER HEIGHTS FALL WITHIN THE TOLERANCE AS SHOWN IN "TOLERANCE TABLE" BELOW, MAKE MAXIMUM PIER HEIGHT IN EACH ROW AT LOWEST ELEVATION POINT OF GRADE FOR THAT ROW.
 - ADJUST PIER BUDGET BE IN THE PLANE OF THE ADJACENT PIERS.



2. PIER HEIGHT TOLERANCES
 SCALE: N.T.S.

PIER HEIGHT TOLERANCE: TOP OF ALL ARRAY PIERS MUST LIE IN THE SAME PLANE AS SHOWN IN PIER TOPS TO THE TOLERANCE AS SHOWN IN "TOLERANCE TABLE" BELOW. SEE DETAIL 2.

3. TRACKER PLANAR TOLERANCES
 SCALE: N.T.S.

3. TRACKER PLANAR TOLERANCES
 SCALE: N.T.S.

MEASUREMENT TYPE	VALUE
TOP OF PIER E-W POSITION	+/- 0.75" (19 mm)
TOP OF PIER N-S POSITION	+/- 1.5" (38 mm)
PER VERTICAL	+/- 0.75" (19 mm)
PER TWIST	+/- .6"
TRACKER PIER PLUMB E-W	+/- 1.5"
TRACKER PIER PLUMB N-S	+/- 3"
TRACKER PIER PLUMB E-W SLOPE	+/- 1.5"
TRACKER PIER PLUMB N-S SLOPE	+/- 1.5"

CASE: CUP03728
 Exhibit Foundation
 DATE: 12-22-15
 PLANNER: LROSS

ACTUAL OPTIMAL DIMENSIONS MAY DEPEND ON SPECIFIC CONDITIONS OF THE SITE
NOT FOR CONSTRUCTION

Q.PRO L-G3 310-315

POLYCRYSTALLINE SOLAR MODULE

The polycrystalline solar module **Q.PRO L-G3** with power classes up to 315 W is the strongest module of its type on the market globally. Powered by 72 Q CELLS solar cells and with a size of 1.9 m² Q.PRO L-G3 was specially designed for large solar power plants to reduce BOS costs. But there is even more to our polycrystalline modules. Only Q CELLS offers German engineering quality with our unique triple Yield Security.



LOW ELECTRICITY GENERATION COSTS

Higher yield per surface area and lower BOS costs thanks to higher power classes and an efficiency rate of up to 16.4 %.



INNOVATIVE ALL-WEATHER TECHNOLOGY

Optimal yields, whatever the weather with excellent low-light and temperature behavior.



ENDURING HIGH PERFORMANCE

Long-term yield security with Anti-PID Technology¹, Hot-Spot-Protect and Traceable Quality Tra.Q™.



LIGHT-WEIGHT QUALITY FRAME

High-tech aluminum alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).



A RELIABLE INVESTMENT

Inclusive 12-year product warranty and 25-year linear performance guarantee².



THE IDEAL SOLUTION FOR:



Ground-mounted solar power plants

Engineered in **Germany**

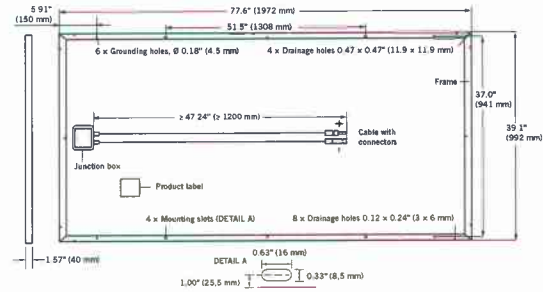
¹ APT test conditions: Cells at -1000V against grounded, with conductive metal foil covered module surface, 25 °C, 168 h

² See data sheet on rear for further information.

Q CELLS

MECHANICAL SPECIFICATION

Format	77.6 in × 39.1 in × 1.57 in (including frame) (1972 mm × 992 mm × 40 mm)
Weight	50.7 lb (23 kg)
Front Cover	0.12 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Anodised aluminum
Cell	6 × 12 polycrystalline solar cells
Junction box	4.33 in × 4.53 in × 0.91 in (110 mm × 115 mm × 23 mm) Protection class IP67, with bypass diodes
Cable	4 mm ² Solar cable; (+) ≥ 47.24 in (1200 mm), (-) ≥ 47.24 in (1200 mm)
Connector	Amphenol H4, IP68



ELECTRICAL CHARACTERISTICS

POWER CLASS		310	315	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC¹ (POWER TOLERANCE +5 W / -0 W)				
Minimum	Power at MPP²	P_{MPP} [W]	310	315
	Short Circuit Current*	I_{SC} [A]	9.06	9.12
	Open Circuit Voltage*	V_{OC} [V]	45.37	45.61
	Current at MPP*	I_{MPP} [A]	8.45	8.52
	Voltage at MPP*	V_{MPP} [V]	36.68	36.97
	Efficiency²	η [%]	15.8	16.1
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NOC³				
Minimum	Power at MPP²	P_{MPP} [W]	228.9	232.6
	Short Circuit Current*	I_{SC} [A]	7.30	7.36
	Open Circuit Voltage*	V_{OC} [V]	42.24	42.46
	Current at MPP*	I_{MPP} [A]	6.61	6.67
	Voltage at MPP*	V_{MPP} [V]	34.62	34.88

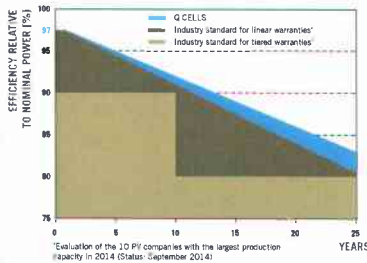
¹ 1000 W/m², 25°C, spectrum AM 1.5G

² Measurement tolerances STC ±3%; NOC ±5%

³ 800 W/m², NOCT, spectrum AM 1.5G

* typical values, actual values may differ

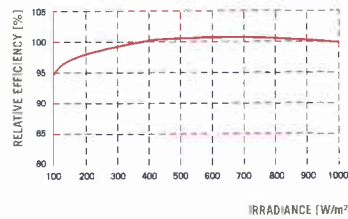
Q CELLS PERFORMANCE WARRANTY



At least 97% of nominal power during first year. Thereafter max. 0.6% degradation per year.
At least 92% of nominal power after 10 years.
At least 83% of nominal power after 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



The typical change in module efficiency at an irradiance of 200 W/m² in relation to 1000 W/m² (both at 25°C and AM 1.5G spectrum) is -2% (relative).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	-0.30
Temperature Coefficient of P_{MPP}	γ	[%/K]	-0.41	Normal Operating Cell Temperature	NOCT	[°F]	113 ± 5.4 (45 ± 3°C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	Safety Class	II
Maximum Series Fuse Rating	[A DC]	15	Fire Rating	C / Type 1
Max Load (UL)²	[lbs/ft ²]	75 (3600 Pa)	Permitted module temperature on continuous duty	-40°F up to +185°F (-40°C up to +85°C)
Load Rating (UL)²	[lbs/ft ²]	55.6 (2666 Pa)	² see installation manual	

QUALIFICATIONS AND CERTIFICATES

IEC 61215 (Ed. 2); IEC 61730 (Ed. 1), Application class A
This data sheet complies with DIN EN 50380.



PACKAGING INFORMATION

Number of Modules per Pallet	25
Number of Pallets per 40' Container	22
Pallet Dimensions (L × W × H)	79.9 in × 44.1 in × 47.2 in (2030 × 1120 × 1200 mm)
Pallet Weight	1400 lb (653 kg)

NOTE: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS USA Corp.

300 Spectrum Center Drive, Suite 1250, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL q-cells-usa@q-cells.com | WEB www.q-cells.us

Engineered in Germany

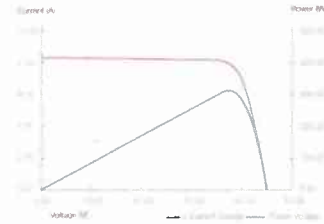
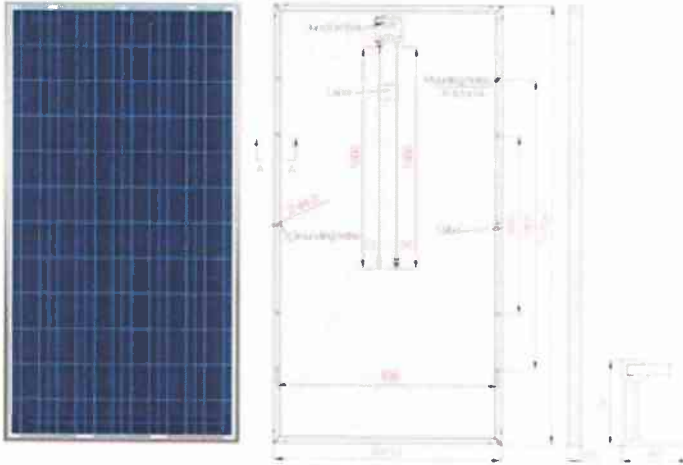


JAP6

72/250-295

SOLAR PHOTOVOLTAIC MODULE

I-V CURVE



MECHANICAL PARAMETERS

Cell (mm)	Poly 156×156
Weight (kg)	27.5
Dimensions (L×W×H)(mm)	1970×991×50
Cable Length (mm)	≥1000
Cable cross section size (mm ²)	4
No. of cells and connections	72 (12×6)
No. of diodes	6
Packing configuration	20 pcs./Pallet

WORKING CONDITIONS

Maximum System Voltage	DC 1000V(TuV)
Operating Temp.	-40°C ~+85°C
Maximum Series Fuse	15 A
Max.Wind Load/Max.Snow Load	2400Pa / 5400Pa
Grounding conductivity	<0.1Ω
NOCT	47±2°C
Application Class	Class A
Insulation Resistance	≥100MΩ

ELECTRICAL PARAMETERS

TYPE	JAP6-72-250/MP	JAP6-72-260/MP	JAP6-72-270/MP	JAP6-72-275/MP	JAP6-72-280/MP	JAP6-72-285/MP	JAP6-72-290/MP	JAP6-72-295/MP
Rated Maximum Power at STC (W)	250	260	270	275	280	285	290	295
Open Circuit Voltage (Voc/V)	43.60	43.80	44.00	44.20	44.40	44.60	44.80	45.00
Maximum Power Voltage (Vmp/V)	35.26	35.76	36.00	36.52	36.75	37.01	37.47	37.82
Short Circuit Current (Isc/A)	7.80	8.00	8.20	8.25	8.32	8.38	8.42	8.48
Maximum Power Current (Imp/A)	7.09	7.27	7.50	7.53	7.62	7.70	7.74	7.80
Module Efficiency [%]	12.81	13.32	13.83	14.09	14.34	14.60	14.85	15.11
Power Tolerance(W)	0~+5							
αIsc	+0.040%/°C							
βVoc	-0.304%/°C							
γPmp	-0.420%/°C							

GUARANTEE

10-year limited product quality warranty

Limited performance warranty: 10 years at 90% of the minimal rated power output, 25 years at 80% of the minimal rated power output

SHANGHAI JA Solar Technology CO., LTD.

Add: E6-E8 Plot, Minhang Export Processing Zone, Fengxian Shanghai 201401, China

Tel: +86 (21) 3718 1000

Email: service@jasolar.com

Specifications subjects to technical changes and tests JA Solar reserves the right of final interpretation. 08.2011 JA Solar





FAST TRACK AUTHORIZATION

Supervisory District: 4	Supervisor: John Benoit	For EDA Use Only
		FTA No. 2015-02

Company/Developer: NRG Renew LLC Contact Name: Doug Haroldson
 Address: 5790 Fleet Street, Suite 200, Carlsbad, CA 92008

Office Phone: 760.710.2186 Mobile Phone: 760.271.3628 Email: Doug.Haroldson@nrg.com

Consulting Firm: ENValue LLC Contact Name: Randy Schroeder

Firm Address: 2514 Tournament Drive, Castle Rock, CO 80108

Office Phone: 303.819.3313 Mobile Phone: 303.819.3313 Email: rschroeder@envalue.us

Project Type: Industrial Commercial Childcare Workforce Housing
 Renewable Energy Other : Solar Facility

Development of a 20 MW photovoltaic solar project on 156 acres of land leased from Riverside County on the Blythe Airport. Project was previously approved as Plot Plan No. 24616.

Economic Impact (estimated) Capital Investment: \$50,000,000 Full-Time Jobs: 1

Taxable Sales: \$35,000,000 Full-Time Wages per Hour: \$30-35 Construction Jobs: 250-300

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

Site Information Assessor's Parcel Number(s): 821-110-003

Cross Streets/Address: Riverside Drive and Butch Blvd. Site Acreage: 156 acres

Land Use Designation: PF Zoning: M-H Building Size: NA

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. *This Fast Track Authorization also applies to any other required or associated applications and/or Assessor's Parcel Numbers*

For EDA Use Only

	<u>4/14/15</u>		
Carrie Harmon, Deputy Director of EDA	Date	Rob Moran, EDA Development Manager	Date

ATTACHMENT B
ORDINANCE NO. 664.58 APPROVING
DEVELOPMENT AGREEMENT NO. 74

1 ORDINANCE NO. 664.58

2
3 AN ORDINANCE OF THE COUNTY OF RIVERSIDE
4 APPROVING DEVELOPMENT AGREEMENT NO. 74
5

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

7 Section 1. Pursuant to Government Code Section 65867.5, Development Agreement
8 No. 74, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by
9 reference, is hereby approved.

10 Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute
11 said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective
12 Date of this ordinance, provided that all landowners listed in Development Agreement No. 74 have
13 executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

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

18 By: _____
19 Chairman

19 ATTEST:

20 CLERK OF THE BOARD:

21 By: _____
22 Deputy

23 (SEAL)

24 APPROVED AS TO FORM
25 Alimba 30, 2015

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

ATTACHMENT C
DEVELOPMENT AGREEMENT NO. 74

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. 74

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND NRG SOLAR BLYTHE II LLC

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DEVELOPMENT AGREEMENT NO. 74

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 "DEVELOPER"):

NRG Solar Blythe II LLC

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, COUNTY is the owner of record of certain real property consisting of approximately 3,904 acres of land and improvements situated at 17710 W. Hobsonway, Riverside County, California, more commonly known as "Blythe Airport;" and

WHEREAS, DEVELOPER and COUNTY have entered into a certain Lease Agreement, dated as of December 14, 2010, pursuant to which COUNTY has agreed to lease to DEVELOPER and DEVELOPER has agreed to lease from COUNTY approximately 156 acres of real property now known as Assessor's Parcel Number 821-110-006 (formerly 821-110-003), located at 16490 Riverside Avenue at the Blythe Airport (hereinafter referred to as the "Property"); and

WHEREAS, DEVELOPER and COUNTY have entered into a First Amendment to the Lease Agreement on June 16, 2015; and

WHEREAS, the Lease Agreement, dated December 14, 2010, and the First Amendment, dated June 16, 2015, are collectively referred to herein as the "Lease;" and

WHEREAS, DEVELOPER 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 DEVELOPER 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, DEVELOPER 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, DEVELOPER 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 "Commercial Operation Date" means the date on which DEVELOPER achieves commercial operation for the Project, as evidenced by a certificate of commercial operation delivered by DEVELOPER to COUNTY.

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

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

1.1.5 "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.

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

- (a) Specific plans and specific plan amendments;
- (b) Zoning;
- (c) Conditional use permits, public use permits and plot plans;
- (d) Tentative and final subdivision and parcel maps;
- (e) Grading and building permits.

1.1.7 "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.

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

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

1.1.10 "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.

1.1.11 "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.

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

1.1.13 "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.

1.1.14 "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.

1.1.15 "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.

1.1.16 "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 DEVELOPER under this Agreement and reserved to COUNTY under Section 3.5 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 139.85 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 Report Template

2. GENERAL PROVISIONS.

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

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

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the thirtieth anniversary of the Commercial Operation Date, unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Transfer.

2.4.1 Right to Transfer. DEVELOPER shall have the right to transfer DEVELOPER'S leasehold interest in 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 terms of Article X of the Lease and 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 DEVELOPER'S leasehold interest in the Property.

(b) Concurrent with any such transfer, or within fifteen (15) business days thereafter, DEVELOPER 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 DEVELOPER under this Agreement.

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by DEVELOPER 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 DEVELOPER. Notwithstanding any transfer, a transferring DEVELOPER shall continue to be obligated under this Agreement unless such transferring DEVELOPER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring DEVELOPER of the following conditions:

- (a) DEVELOPER no longer has a legal or equitable interest in all or any part of the Property.
- (b) DEVELOPER is not then in default under this Agreement.
- (c) DEVELOPER 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 DEVELOPER 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 DEVELOPER as provided by this Agreement.

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

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement. For purposes of clarity this termination section excludes entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of Board of Supervisors' Policy No. B-29.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of

this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 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 DEVELOPER:

NRG Solar Blythe II LLC
Randall Hickok
Asset Management
NRG Solar Blythe II LLC c/o NRG Renew LLC
4900 N Scottsdale, Ste 5000
Scottsdale, AZ 85251
Fax: (480) _____

with a copy to:

NRG Renew LLC
Attn: General Counsel
5780 Fleet Street, Suite 200
Carlsbad, CA 92008
Fax: (760) 918-6780

(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, DEVELOPER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings

and structures, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. Per the Development Approvals, the Project shall not exceed 20 megawatts of produced energy at the point of interconnection with the electrical grid. In the event that the Project exceeds 20 megawatts of produced energy at the point of interconnection with the electrical grid, DEVELOPER shall comply with the solar power plant payment provisions of Board of Supervisors Policy No. B-29, the terms of which shall be included in this Agreement by an amendment hereto.

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

3.3 Timing of Development. The parties acknowledge that DEVELOPER 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 DEVELOPER, 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 DEVELOPER shall have the right to develop the Property in such order and at such rate and at such times as DEVELOPER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

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

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

3.5 Reservations of Authority.

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

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

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

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

(d) Regulations imposing Development Exactions; provided, however, that 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 DEVELOPER 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 DEVELOPER has given written consent to the application of such regulations to development of the Property.

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

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

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

3.6 Public Works. If DEVELOPER 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, DEVELOPER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

3.7 Provision of Real Property Interests by COUNTY. In any instance where DEVELOPER is required to construct any public improvement on land not owned by DEVELOPER, DEVELOPER 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 DEVELOPER 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 DEVELOPER and upon DEVELOPER'S provision of adequate security for costs COUNTY may

reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow DEVELOPER 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. DEVELOPER shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.7 is not intended by the parties to impose upon the DEVELOPER an enforceable duty to acquire land or construct any public improvements on land not owned by DEVELOPER, except to the extent that the DEVELOPER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

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

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

3.10 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.) and Riverside County Ordinance No. 460 and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to DEVELOPER, then and to that extent the rights and protections afforded DEVELOPER 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 DEVELOPER 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 DEVELOPER by providing more fully for the satisfaction of public interests.

4.2. Local Sales and Use Taxes. DEVELOPER 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, DEVELOPER shall do the following, consistent with law:

(a) If DEVELOPER meets the criteria set forth in applicable BOE regulations and policies, DEVELOPER 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) DEVELOPER 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, DEVELOPER 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. DEVELOPER 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) DEVELOPER shall certify in writing that DEVELOPER 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) DEVELOPER 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) DEVELOPER 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 DEVELOPER, 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) DEVELOPER 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 DEVELOPER shall be responsible for all reasonable costs incurred for the services of any such private sales tax consultant and shall reimburse COUNTY within thirty (30) days of written notice of the amount of such costs.

4.3 Development Impact Fees. Ordinance No. 659 is the COUNTY'S Development Impact Fee Program ("DIF") adopted under the 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." DEVELOPER 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, DEVELOPER 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 DEVELOPER 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. DEVELOPER 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 DEVELOPER 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 DEVELOPER prior to completion of any such conveyance.

(b) If DEVELOPER is in default in the payment of any taxes and/or assessments, DEVELOPER 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 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 DEVELOPER with the terms of the Agreement. On or before July 1st of each year, DEVELOPER shall submit an annual monitoring report, in a form specified by the TLMA Director consistent with the template attached hereto as Exhibit "H", providing all information necessary to evaluate such good faith compliance as determined by the TLMA Director.

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

6.3 Procedure.

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

(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 DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER 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, DEVELOPER shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. DEVELOPER 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 DEVELOPER. If the Board of Supervisors finds, based upon substantial evidence, that DEVELOPER 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, DEVELOPER is found to be in compliance with this Agreement, COUNTY shall, upon request by DEVELOPER, issue a Certificate of Agreement Compliance ("Certificate") to DEVELOPER 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) DEVELOPER 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. DEVELOPER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by transferees or DEVELOPER, 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. DEVELOPER 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 DEVELOPER 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 DEVELOPER, or to any successor in interest of DEVELOPER, or to any other person, and DEVELOPER 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.

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, DEVELOPER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. DEVELOPER 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 DEVELOPER 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, DEVELOPER, 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. DEVELOPER 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 DEVELOPER. Subject to the provisions contained in Subsection 6.5 herein, COUNTY may terminate or modify this Agreement for any failure of DEVELOPER to perform any material duty or obligation of DEVELOPER 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 DEVELOPER of default setting forth the nature of the default and the actions, if any, required by DEVELOPER to cure such default and, where the default can be cured, DEVELOPER 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. DEVELOPER 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. DEVELOPER 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 DEVELOPER 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. DEVELOPER 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 DEVELOPER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify DEVELOPER of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, DEVELOPER 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, DEVELOPER 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 DEVELOPER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (DEVELOPER'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. DEVELOPER 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. DEVELOPER 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 DEVELOPER, 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER, in any manner, at DEVELOPER's sole discretion, from encumbering the DEVELOPER' leasehold interest in 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 DEVELOPER'S leasehold interest in 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 DEVELOPER 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 such Mortgagee 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 DEVELOPER'S leasehold interest in 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 DEVELOPER'S leasehold interest in 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 DEVELOPER in the performance of DEVELOPER'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 DEVELOPER 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 DEVELOPER. 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 DEVELOPER'S leasehold interest in 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 DEVELOPER'S leasehold interest in the Property, or part thereof, subject to the terms of this Agreement. If the Planning Director, acting in consultation with the County Executive Officer and County Counsel, provides his prior written consent, which consent shall not be unreasonable withheld, a Mortgagee in possession shall not have an obligation or duty under this Agreement to perform any of DEVELOPER's obligations or other affirmative covenants of DEVELOPER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by DEVELOPER 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, submittals and DEVELOPER obligations called for under Sections 4.1, 4.2, and 4.3 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 DEVELOPER, all obligations of such DEVELOPERS under this Agreement shall be joint and several, and the default of any such DEVELOPER shall be the default of all such DEVELOPERS.

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

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

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

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

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

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

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

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

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

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

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

11.19 Agent for Service of Process. In the event DEVELOPER 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, DEVELOPER 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 DEVELOPER. If for any reason service of such process upon such agent is not feasible, then in such event DEVELOPER may be personally served with such process out of this County and such service shall constitute valid service upon DEVELOPER. DEVELOPER 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. DEVELOPER 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 DEVELOPER 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 DEVELOPER 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

FORM APPROVED COUNTY COUNSEL
BY: Tiffany N. North 12/30/15
TIFFANY N. NORTH DATE

DEVELOPER:

NRG SOLAR BLYTHE II LLC

Dated: By:

Title:

Dated: By:

Title:

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

Development Agreement No. 74

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THOSE PORTIONS OF TRACTS 15, 17, 18 AND 19 AS DESCRIBED IN QUITCLAIM DEED RECORDED DECEMBER 14, 1948, IN BOOK 1035, PAGE 520, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN PORTIONS OF SECTIONS 29, TOWNSHIP 6 SOUTH, RANGE 22 EAST, SBM, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 9 OF PARCEL MAP NO.

14093 AS SHOWN ON FILE IN BOOK 105 OF PARCEL MAPS, PAGE 78 THROUGH 87, INCLUSIVE, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00 59'12" WEST 520.01 FEET ALONG THE WEST LINE OF SAID PARCEL 9 TO A POINT LYING PARALLEL WITH AND 520.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 88 44'21" WEST 1456.49 FEET ALONG SAID PARALLEL LINE TO A POINT LYING PARALLEL WITH AND 520.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 89 14'05" WEST 351.53 FEET ALONG SAID PARALLEL LINE TO A POINT LYING PARALLEL WITH AND 1808.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID PARCEL 9;

THENCE NORTH 00 59'12" WEST 2100.07 FEET ALONG SAID PARALLEL LINE TO A POINT LYING PARALLEL WITH AND 1808.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID PARCEL 9;

THENCE NORTH 01 39'08" WEST 1674.38 FEET ALONG SAID PARALLEL LINE;

THENCE NORTH 89 13'07" EAST 1808.21 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 9;

THENCE SOUTH 01 39'08" EAST 1657.41 FEET ALONG SAID WEST;

THENCE SOUTH 00 59'12" EAST 2104.95 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO BALLARD JENKINS, ET AL, BY DEED RECORDED OCTOBER 1, 1959 AS INSTRUMENT NO. 84235 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL URANIUM, THORIUM AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 (B) (1) OF THE ATOMIC ENERGY ACT OF 1946 (80 STAT. 763) TO BE PARTICULARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED BY THE UNITED STATES OF AMERICA IN INSTRUMENT RECORDED DECEMBER 14, 1984 IN BOOK 1035, PAGE 520 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY CALIFORNIA

DESCRIBED PARCEL CONTAINS 156.46 ACRES.

Development Agreement No. 74

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

Development Agreement No. 74

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Specific Plan

Zoning

Land Divisions

Other Development Approvals

Lease Agreement and First Amendment to Lease Agreement

Conditional Use Permit No. 3728

Ordinance No. 664.58

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. 74

EXHIBIT D

EXISTING LAND USE REGULATIONS

1. Riverside County General Plan as amended through Resolution No. 2015-261
(including the adoption of the comprehensive update in General Plan
Amendment No. 960 in Resolution No. 2015-260)
2. Ordinance No. 348 as amended through Ordinance No. 348.4818
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. 726.0
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. 806.0
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. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 881 as amended through Ordinance No. 881.1
34. Ordinance No. 907 as amended through Ordinance No. 907.1
35. Ordinance No. 916 as amended through Ordinance No. 916.0
36. Ordinance No. 925 as amended through Ordinance No. 925.0
37. Ordinance No. 926 as amended through Ordinance No. 926.0
38. Ordinance No. 928 as amended through Ordinance No. 928.0

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

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

Development Agreement No. 74

EXHIBIT "E"

SOLAR POWER PLANT

The proposed Blythe II Solar Project is a 20 MW solar power plant project using photovoltaic (PV) technology to be located on an approximately 156-acre site of the northeast portion of the Blythe Municipal Airport in Riverside County, California. The Project Proponent currently leases the 156-acre site on the Blythe Airport from Riverside County. The site is northeast of the runway and outside of the area used for airport operations. The majority of the Blythe II Solar Project site has been previously farmed and now is fallow.

The Blythe II Solar Project will include PV module arrays along with approximately 20 electrical equipment pads located within the interior of the site, which will house the inverters and transformers. The project will use crystalline silicon PV solar modules mounted on single-axis tracking technology, in which the PV modules follow the path of the sun throughout the day. The PV panels are non-reflective and convert sunlight into direct current (DC) electricity. The DC output of the panels is collected through one or more combiner boxes and directed to an inverter. The inverter converts the DC electricity to alternating current (AC) electricity, which then flows to a transformer where it is stepped up to distribution-level voltage. The entire site will be fenced for safety purposes and the site main entrance gate will be located at the southeast corner of the Project site.

An electrical switchyard and associated electrical equipment will be located at the southeastern corner of the Project site. Southern California Edison (SCE) will extend one of their existing 33-kV distribution lines in the area along Riverside Drive and Butch Boulevard to the site switchyard to interconnect the Project to the electrical grid. To provide communication, an existing buried phone line on site will be extended to the control panel in the switchyard.

Development Agreement No. 74

EXHIBIT "F"

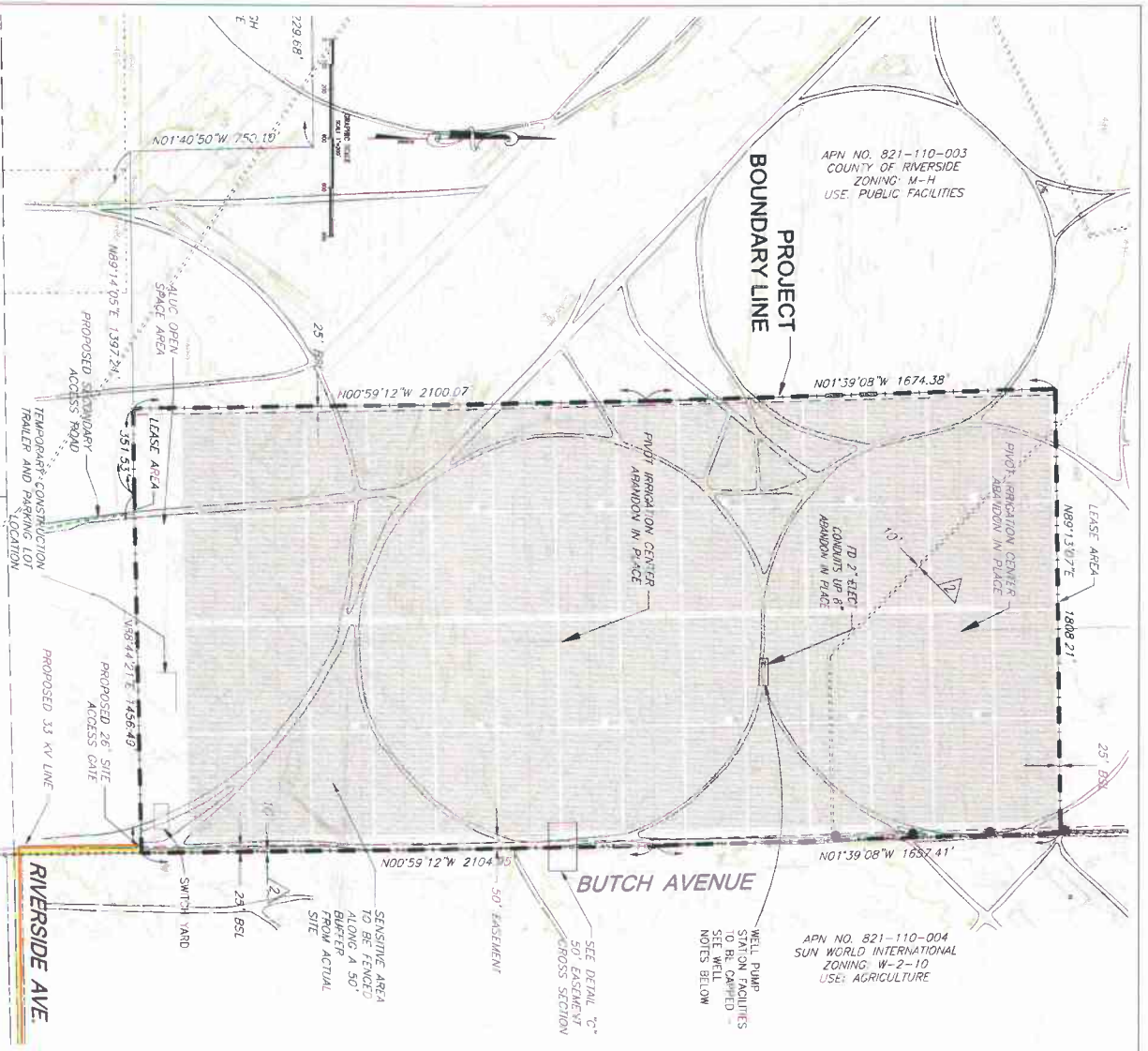
SOLAR POWER PLANT NET ACREAGE

139.85 acres

The Solar Power Plant Net Acreage under the Existing Development Approvals is 139.85 acres and is described and shown on this exhibit.

APN NO. 821-110-003
COUNTY OF RIVERSIDE
ZONING: M-H
USE: PUBLIC FACILITIES

PROJECT BOUNDARY LINE



APN NO. 821-110-004
SUN WORLD INTERNATIONAL
ZONING: W-2-10
USE: AGRICULTURE

APPLICANT

MR. DAVID B. & MRS. J. K. ...

PROPERTY ADDRESS

... ..

ASSESSOR'S PARCEL NO.

821-110-003

LAND OWNER

...

EXHIBIT PREPARER

The Holt Group, Inc.

DATE

02/23/16

NO.	DATE	DESCRIPTION	BY	CHECKED BY
1	02/23/16	FINAL PLAN FOR PERMITTING	J. K.	J. K.
2	02/23/16	REVISIONS	J. K.	J. K.
3	02/23/16	REVISIONS	J. K.	J. K.
4	02/23/16	REVISIONS	J. K.	J. K.
5	02/23/16	REVISIONS	J. K.	J. K.

LEGAL DESCRIPTION

SECTION 14, T. 18 N., R. 18 E., S. 14, ...

PROJECT DESCRIPTION

THE PROJECT IS FOR THE CONSTRUCTION OF A ...

UTILITIES

EXISTING UTILITIES INCLUDE ...

PLANNABLE OR CONSUMABLE

... ..

COUNTY'S WATER QUALITY MANAGEMENT PLAN

... ..

EXISTING PARCEL ACRES

... ..

THOMAS GUIDE

... ..

THE PROJECT DOES NOT INVOLVE FOLLOWING ITEMS:

- 1. Modification of structures, streets, streets, utility lines, or utility poles.
- 2. Any change of use, occupancy, or classification of land.
- 3. Any change of use, occupancy, or classification of land.
- 4. Any change of use, occupancy, or classification of land.
- 5. Any change of use, occupancy, or classification of land.
- 6. Any change of use, occupancy, or classification of land.

Vehicular Circulation

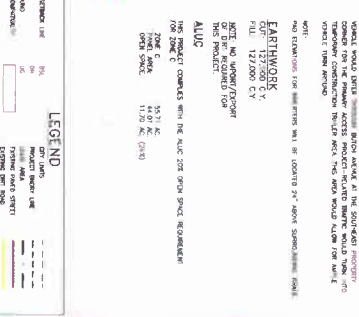
... ..

EARTHWORK

... ..

ALUC

... ..



EXISTING WELL NOTES:

... ..

EASEMENT NOTES:

... ..

APPLICANT

MR. DAVID B. & MRS. J. K. ...

PROPERTY ADDRESS

... ..

ASSESSOR'S PARCEL NO.

821-110-003

LAND OWNER

...

EXHIBIT PREPARER

The Holt Group, Inc.

DATE

02/23/16

IN THE COUNTY OF RIVERSIDE

BLTHP II SOLAR PROJECT

CUP SITE PLAN

SHEET 1

OF 2 SHEETS

DATE

02/23/16



ENGINEERING - PLANNING - SURVEYING

... ..

APPLICANT

MR. DAVID B. & MRS. J. K. ...

PROPERTY ADDRESS

... ..

ASSESSOR'S PARCEL NO.

821-110-003

LAND OWNER

...

EXHIBIT PREPARER

The Holt Group, Inc.

DATE

02/23/16

IN THE COUNTY OF RIVERSIDE

BLTHP II SOLAR PROJECT

CUP SITE PLAN

SHEET 1

OF 2 SHEETS

DATE

02/23/16

Development Agreement No. 74

EXHIBIT "G"

APPLICABLE COUNTY DEVELOPMENT IMPACT FEES

1. Development Impact Fees- Ordinance No. 659

- a. Area Plan: Palo Verde Valley
- b. Fee Category: Surface Mining

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. DEVELOPER and COUNTY acknowledge and agree that the Project Area acreage used for the computation of Development Impact Fees shall be 140 acres. DEVELOPER 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.

3. Fee Amount: If a building permit for the Project is applied for prior to March 14, 2016, the fee amount to be paid shall be at the rate of \$5,686 per acre and the full payment of such fees at that rate shall be paid at the time a certificate of occupancy is issued for the Project, upon final inspection of the Project, or by December 31, 2016, whichever occurs first. Should DEVELOPER fail to apply for a building permit prior to March 14, 2016, the fee amount payable shall be at the Surface Mining rate currently in effect, as set forth in Ordinance No. 659, as of the date the fee is paid.

Development Agreement No. 74

EXHIBIT "H"

ANNUAL REVIEW REPORT TEMPLATE

**ANNUAL REVIEW REPORT
FOR USE WITH DEVELOPMENT AGREEMENT NO. 74 ONLY**

To be completed by the Solar Power Plant Developer 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: _____

* * *

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

Signature of Developer/Owner: _____

Print Name and Title: _____

* * *

[TO BE COMPLETED BY COUNTY]

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

TLMA Director:

Signature:

Date:

ATTACHMENT D
EXHIBITS AND CONDITIONS OF APPROVAL
FOR CUP NO. 3727

12/29/15
11:08

Riverside County LMS
CONDITIONS OF APPROVAL

Page: 1

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1 USE - PROJECT DESCRIPTION

RECOMMND

The use hereby permitted is for the construction and use of a utility scale 20 Mega Watt Photo Voltaic Solar Plant on 156.46 acres. Connection to the power grid will occur on site. A temporary construction trailer and temporary parking lot are proposed during construction.

10. EVERY. 2 USE - HOLD HARMLESS

RECOMMND

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

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

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

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

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

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

10. EVERY. 3 USE - DEFINITIONS

RECOMMND

The words identified in the following list that appear in all capitals in the attached conditions of Conditional Use Permit No. 3728 shall be henceforth defined as follows:

APPROVED EXHIBIT A = Conditional Use Permit No. 3728, Exhibit A, pages 1 and 2, dated 12/22/15.

APPROVED EXHIBIT B = Conditional Use permit No. 3728, Exhibit B, pages 1 and 2, dated 12/22/15.

APPROVED EXHIBIT F = Conditional Use Permit No. 3728, Exhibit F, dated 12/22/15.

APPROVED EXHIBIT T = Conditional Use permit No. 3728, Exhibit T, dated 12/22/15.

APPROVED EXHIBIT Foundation = Conditional Use permit No. 3728, Exhibit Foundation, dated 12/22/15.

The words or any combination thereof identified in the following list that appear in the attached conditions of Conditional Use Permit No. 3728 shall be considered equivalent and are identified as follows:

Applicant/Permitee, Permit Holder/Permitee, Applicant, Permit Holder, Permit Holder's, Developer

10. EVERY. 4 USE - 90 DAYS TO PROTEST

RECOMMND

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

10. EVERY. 5 USE - DEVELOPMENT AGREEMENT

RECOMMND

The use approved under Conditional Use Permit No. 3728 shall not be effective until Development Agreement No. 74 is effective. All uses of Conditional Use Permit No. 3728 shall be done in strict compliance with the provision of Development Agreement No. 74 and these conditions of approval.

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

BS GRADE DEPARTMENT

10.BS GRADE. 1 USE - GENERAL INTRODUCTION RECOMMND

Improvements such as grading, filling, over excavation and recompaction, and base or paving which require a grading permit are subject to the included Building and Safety Department Grading Division conditions of approval.

10.BS GRADE. 3 USE - OBEY ALL GDG REGS RECOMMND

All grading shall conform to the California Building Code, Ordinance 457, and all other relevant laws, rules, and regulations governing grading in Riverside County and prior to commencing any grading which includes 50 or more cubic yards, the applicant shall obtain a grading permit from the Building and Safety Department.

10.BS GRADE. 4 USE - DISTURBS NEED G/PMT RECOMMND

Ordinance 457 requires a grading permit prior to clearing, grubbing, or any top soil disturbances related to construction grading.

10.BS GRADE. 7 USE - EROSION CNTRL PROTECT RECOMMND

Graded but undeveloped land shall provide, in addition to erosion control planting, any drainage facility deemed necessary to control or prevent erosion. Additional erosion protection may be required during the rainy season from October 1, to May 31.

10.BS GRADE. 8 USE - DUST CONTROL RECOMMND

All necessary measures to control dust shall be implemented by the developer during grading. A PM10 plan may be required at the time a grading permit is issued.

10.BS GRADE. 11 USE - MINIMUM DRNAGE GRADE RECOMMND

Minimum drainage grade shall be 1% except on portland cement concrete where .35% shall be the minimum.

10.BS GRADE. 18 USE - OFFST. PAVED PKG RECOMMND

All offstreet parking areas which are conditioned to be paved shall conform to Ordinance 457 base and paving design and inspection requirements.

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

10.BS GRADE. 24 USE - FINISH GRADE RECOMMND

Finish grade shall be sloped to provide proper drainage away from all exterior foundation walls in accordance with the California Building Code and Ordinance 457.

E HEALTH DEPARTMENT

10.E HEALTH. 1 USE - ECP COMMENTS RECOMMND

The Environmental Cleanup Programs (ECP) has reviewed the Phase I Environmental Site Assessment (ESA) conducted by Mathis and Associates, Inc. dated June 2010. According to the ESA this site was previously used as an operating Army Base until after World War II. Please contact the Department of Defense (DOD) for additional details or requirements since this is under their purview.

10.E HEALTH. 2 USE - NO FACILITIES RECOMMND

If permanent restrooms or any other type of facilities that have plumbing are required, the Department of Environmental Health is to be contacted for specific recommendations regarding water and sewerage.

EPD DEPARTMENT

10.EPD. 1 - DESERT TORTOISE PROTECTI RECOMMND

(1) Qualified Biologist: In the following measures, a "qualified biologist" is defined as a person with appropriate education, training, and experience to conduct tortoise surveys, monitor project activities, provide worker education programs, and supervise or perform other implementing actions. The person must demonstrate an acceptable knowledge of tortoise biology, desert tortoise impact minimization techniques, habitat requirements, sign identification techniques, and survey procedures. Evidence of such knowledge may include work as a compliance monitor on a project in desert tortoise habitat, work on desert tortoise trend plot or transect surveys, conducting surveys for desert tortoise, or other research or field work on desert tortoise. Attendance at a training course endorsed by the agencies (e.g., Desert Tortoise Council tortoise training workshop) is a supporting qualification. A qualified biologist will be on-site during all construction. The qualified biologist shall conduct a pre-construction clearance survey of the Project area,

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

10.EPD. 1

- DESERT TORTOISE PROTECTI (cont.)

RECOMMND

watch for tortoises wandering into the construction areas, check under vehicles, and examine excavations and other potential pitfalls for entrapped animals. The qualified biologist will be responsible for overseeing compliance with desert tortoise protective measures and for coordination with the Field Contact Representative (FCR) (described below). The qualified biologist shall have the authority to halt all Project activities that are in violation of these measures or that may result in the take of a tortoise. The qualified biologist shall have a copy of this letter when work is being conducted on the site. The qualified biologist is not authorized to handle or relocate desert tortoises as part of this project.

(2) Preconstruction Clearance Survey: The qualified biologist shall conduct a preconstruction clearance survey of the Project area. Transects for clearance surveys will be spaced 15 feet apart. Clearance will be considered complete after two successive surveys have been conducted without finding any desert tortoises. Clearance surveys must be conducted during the active season for desert tortoises (April through May or September through October), unless otherwise approved by the USFWS. The qualified biologist is not authorized to handle or relocate desert tortoises as part of this project. If a tortoise or tortoise burrow is located during clearance surveys, the USFWS will be contacted for direction on how to proceed.

(3) Field Contact Representative: The Project Applicant will designate a FCR who will be responsible for overseeing compliance with desert tortoise protective measures and for coordination with the USFWS and the Riverside County Planning Department. The FCR will have the authority to halt all Project activities that are not in compliance with the measures in this letter. The FCR will have a copy of this letter when work is being conducted on the site. The FCR may be an agent for the company, the site manager, any other Project employee, a biological monitor, or other contracted biologist. Any incident occurring during the Project activities that is considered by the qualified biologist to be in non-compliance with these measures will be documented immediately by the qualified biologist. The FCR will ensure that appropriate corrective action is taken. Corrective actions will be documented by the qualified biologist. The following incidents will require immediate cessation of the Project activities causing the

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

10.EPD. 1 - DESERT TORTOISE PROTECTI (cont.) (cont.) RECOMMND

incident:

- 1 - location of a desert tortoise within the exclusion fencing;
- 2 - imminent threat of injury or death to a desert tortoise;
- 3 - unauthorized handling of a desert tortoise, regardless of intent;
- 4 - operation of construction equipment or vehicles outside a project area cleared of desert tortoise, except on designated roads; and
- 5 - conducting any construction activity without a biological monitor where one is required.

(4) Worker Training: Prior to the onset of construction activities, a desert tortoise education program will be presented by the FCR or qualified biologist to all personnel who will be present on work areas within the Project area. Following the onset of construction, any new employee will be required to formally complete the tortoise education program prior to working on-site. At a minimum, the tortoise education program will cover the following topics:

- A detailed description of the desert tortoise, including color photographs;
- The distribution and general behavior of the desert tortoise;
- Sensitivity of the species to human activities;
- The protection the desert tortoise receives under the Act, including prohibitions and penalties incurred for violation of the Act;
- The protective measures being implemented to conserve the desert tortoise during construction activities; and
- Procedures and a point of contact if a desert tortoise is observed on-site.

(5) Site Fencing: Desert tortoise exclusion fencing will be installed around the Project area. The fence will adhere to USFWS design guidelines, available at: http://www.fws.gov/venturaispecies_information/protocols_guidelines/docs/dt1DT_Exclusion-Fence_2005.pdf. The qualified biologist will conduct a clearance survey before the tortoise fence is enclosed to ensure no tortoises are on the Project area. If a tortoise is found, all construction activity will halt and the USFWS contacted for direction on how to proceed. Once installed, exclusion

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

10.EPD. 1 - DESERT TORTOISE PROTECTI (cont.) (cont.) (CRECOMMND

fencing will be inspected at least monthly and following all rain events, and corrective action taken if needed to maintain the integrity of the tortoise barrier.

Fencing around the Project area will include a desert tortoise exclusion gate. This gate will remain closed at all times, except when vehicles are entering or leaving the Project area. If it is deemed necessary to leave the gate open for extended periods of time (e.g., during high traffic periods), the gate may be left open as long as a qualified biologist is present to monitor for tortoise activity in the vicinity. Sites with potential hazards to desert tortoise (e.g., auger holes, steep-sided depressions) that are outside of the desert tortoise exclusion fencing will be fenced by installing exclusionary fencing, or not left unfilled overnight.

(6) Refuse Disposal: All trash and food items shall be promptly contained within closed, raven-proof containers. These will be regularly removed from the Project area to reduce the attractiveness of the area to common ravens and other desert predators. The FCR will be responsible for ensuring that trash is removed regularly from the site such that containers do not overflow, and that the trash containers are kept securely closed when not in use.

(7) Tortoises under vehicles: The underneath of vehicles parked outside of desert tortoise exclusion fencing will be inspected immediately prior to the vehicle being moved. If a tortoise is found beneath a vehicle, the vehicle will not be moved until the desert tortoise leaves of its own accord.

(8) Tortoises on roads: If a tortoise is observed on or near the road accessing the Project area, vehicular traffic will stop and the tortoise will be allowed to move off the road on its own.

(9) Tortoise Observations: No handling of desert tortoise or burrow excavation is allowed as part of the proposed action. If a tortoise is observed outside of exclusion fencing, construction will stop and the tortoise allowed to move out of the area on its own. If a tortoise or tortoise burrow is observed within the exclusion fencing, all construction will stop, and the USFWS contacted for direction on how to proceed. The following activities are

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

10.EPD. 1 - DESERT TORTOISE PROTECTI (cont.) (cont.) (cRECOMMND

not authorized and will require immediate cessation of the construction activities causing the incident:

- 1 location of a desert tortoise within the exclusion fencing;
- 2 imminent threat of injury or death to a desert tortoise;
- 3 unauthorized handling of a desert tortoise, regardless of intent;
- 4 operation of construction equipment or vehicles outside a project area cleared of desert tortoise, except on designated roads; and
- 5 conducting any construction activity without a biological monitor where one is required.

(10) Dead or Injured Specimens: Upon locating a dead or injured tortoise, the Applicant or agent is to immediately notify the Palm Springs Fish and Wildlife Office by telephone within three days of the finding. Written notification must be made within five days of the finding, both to the appropriate USFWS field office and to the USFWS' Division of Law Enforcement. The information provided must include the date and time of the finding or incident (if known), location of the carcass or injured animal, a photograph, cause of death, if known, and other pertinent information.

FIRE DEPARTMENT

10.FIRE. 2 USE-#25-GATE ENTRANCES RECOMMND

Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, a 38 foot turning radius shall be used.

FLOOD RI DEPARTMENT

10.FLOOD RI. 1 USE FLOOD HAZARD REPORT RECOMMND

Conditional Use Permit (CUP) 3728 is a proposal to construct a 20-megawatt photovoltaic solar facility, including a temporary construction trailer and parking lot in the Blyth area. The 156.46-acre site is located in the west side of Butch Avenue (approximately 4,000 feet west of

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

10.FLOOD RI. 1

USE FLOOD HAZARD REPORT (cont.)

RECOMMND

Buck Boulevard) between Riverside and 10th Avenues and just northeast of the Blythe Municipal Airport. This project is portion of Plot Plan 24616 (FT2010-06) which was previously reviewed in November 2010.

The topography of the area shows that runoff flows in a broad braided and distributary nature typical of desert washes. The site is subject to offsite flows from a tributary drainage area is approximately 23 square miles from the McCoy Mountains to the northwest. A bulk of the offsite flows are blocked by old irrigation sand levees. Some of these sand levees have failed and allowed flows to break through. These levees are not publicly maintained. The offsite flows enter the site in a broad sheet flow manner. It is recommended that the site be graded to perpetuate existing drainage patterns.

All new buildings shall be floodproofed by constructing the finished floor a minimum of 24 inches above the highest adjacent ground or 12 inches above the floodplain elevation whichever is greater. Any mobile home/premanufactured building shall be placed on a permanent foundation. Slope protection shall be provided for buildings on fill exposed to erosive flows. All solar panels shall be mounted to provide a minimum clearance of 24 inches above the adjacent ground.

The exhibit indicates that an access road will be constructed from Riverside Avenue, however a surface type was not indicated. Since the project proposes to construct the solar panels on native ground with only a minimal amount of impervious paving, no increased runoff and/or flow diversion is anticipated. The property's maintenance access and site grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. This development must provide adequate flow through area onsite to allow the passage of the tributary stormwater runoff. No flow-obstructing fencing (chain link, block wall, etc.) shall be constructed along the north and west property lines since these types of fences block flows causing damage to adjacent properties. A "rail" or tubular steel type fencing along the property lines is recommended. Alternatively, the bottom 24 inches of the fencing can be break-away chain link fabric or equivalent to allow the passage of all the tributary

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

10.FLOOD RI. 1 USE FLOOD HAZARD REPORT (cont.) (cont.) RECOMMND

stormwater runoff.

Though the site is within the Colorado River Regional Water Quality Control Board jurisdiction, it is outside the Whitewater River watershed limits of Riverside County National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer system permit (MS4 permit). Therefore, a Water Quality Management Plan for Urban Runoff (WQMP) is not required for the site. However, it is recommended that impervious areas should be graded or constructed to drain to a filtration BMP or equally effective alternative. Filtration BMPs can be found in the attachment to Supplement A, "Selection and Design of Stormwater Quality Controls".
?

PLANNING DEPARTMENT

10.PLANNING. 1 USE - COMPLY WITH ORD./CODES RECOMMND

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

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

10.PLANNING. 2 USE - FEES FOR REVIEW RECOMMND

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

10.PLANNING. 3 USE - LIGHTING HOODED/DIRECTED RECOMMND

Any outside lighting shall be hooded and directed so as not to shine directly upon adjoining property or public rights-of-way.

CONDITIONAL USE PERMIT Case #: CUP03728

Parcel: 821-110-006

10. GENERAL CONDITIONS

10.PLANNING. 10 USE - ALUC OPEN SPACE AREA RECOMMND

The balance (undeveloped) portion of the property, designated as "ALUC OPEN SPACE AREA", shall require approval of an appropriate land use application prior to utilization of any additional land uses subject to the requirements of County Ordinance No. 348.

10.PLANNING. 15 USE - RECLAIMED WATER RECOMMND

The permit holder shall connect to a reclaimed water supply for landscape watering purposes when secondary or reclaimed water is made available to the site.

10.PLANNING. 17 USE- NO RESIDENT OCCUPANCY RECOMMND

No permanent occupancy shall be permitted within the property approved under this conditional use permit as a principal place of residence. No person, shall use the premises as a permanent mailing address nor be entitled to vote using an address within the premises as a place of residence.

10.PLANNING. 19 USE - EXTERIOR NOISE LEVELS RECOMMND

xterior noise levels produced by any use allowed under this permit, including, but not limited to, any outdoor public address system, shall not exceed 45 db(A), 10-minute LEQ, between the hours of 10:00 p.m. to 7:00 a.m., and 65 db(A), 10-minute LEQ, at all other times as measured at any residential, hospital, school, library, nursing home or other similar noise sensitive land use. In the event noise exceeds this standard, the permittee or the permittee's successor-in-interest shall take the necessary steps to remedy the situation, which may include discontinued operation of the facilities. he permit holder shall comply with the applicable standards of Ordinance No. 847.

10.PLANNING. 20 USE - NOISE MONITORING REPORTS RECOMMND

The permit holder may be required to submit periodic noise monitoring reports as determined by the Department of Building and Safety as part of a code enforcement action. Upon written notice from the Department of Building and Safety requiring such a report, the permittee or the permittee's successor-in-interest shall prepare and submit an approved report within thirty (30) calendar days to the Department of Building and Safety, unless more time is

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10. GENERAL CONDITIONS

10.PLANNING. 20 USE - NOISE MONITORING REPORTS (cont.) RECOMMND

allowed through written agreement by the Department of Building and Safety. The noise monitoring report shall be approved by the Office of Industrial Hygiene of the Health Service Agency (the permittee or the permittee's successor-in-interest shall be required to place on deposit sufficient funds to cover the costs of this approval prior to commencing the required report).

10.PLANNING. 22 USE - CAUSES FOR REVOCATION RECOMMND

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

10.PLANNING. 34 USE - LOW PALEO RECOMMND

According to the County's General Plan, this site has been mapped as having a "Low Potential" for paleontological resources. This category encompasses lands for which previous field surveys and documentation demonstrates a low potential for containing significant paleontological resources subject to adverse impacts. As such, this project is not anticipated to require any direct mitigation for paleontological resources. However, should fossil remains be encountered during site development:

- 1.All site earthmoving shall be ceased in the area of where the fossil remains are encountered. Earthmoving activities may be diverted to other areas of the site.
- 2.The owner of the property shall be immediately notified of the fossil discovery who will in turn immediately notify the County Geologist of the discovery.
- 3.The applicant shall retain a qualified paleontologist approved by the County of Riverside.
- 4.The paleontologist shall determine the significance of the encountered fossil remains.
- 5.Paleontological monitoring of earthmoving activities will

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10. GENERAL CONDITIONS

10. PLANNING. 34

USE - LOW PALEO (cont.)

RECOMMND

continue thereafter on an as-needed basis by the paleontologist during all earthmoving activities that may expose sensitive strata. Earthmoving activities in areas of the project area where previously undisturbed strata will be buried but not otherwise disturbed will not be monitored. The supervising paleontologist will have the authority to reduce monitoring once he/she determines the probability of encountering any additional fossils has dropped below an acceptable level.

6.If fossil remains are encountered by earthmoving activities when the paleontologist is not onsite, these activities will be diverted around the fossil site and the paleontologist called to the site immediately to recover the remains.

7.Any recovered fossil remains will be prepared to the point of identification and identified to the lowest taxonomic level possible by knowledgeable paleontologists. The remains then will be curated (assigned and labeled with museum* repository fossil specimen numbers and corresponding fossil site numbers, as appropriate; places in specimen trays and, if necessary, vials with completed specimen data cards) and catalogued, an associated specimen data and corresponding geologic and geographic site data will be archived (specimen and site numbers and corresponding data entered into appropriate museum repository catalogs and computerized data bases) at the museum repository by a laboratory technician. The remains will then be accessioned into the museum repository fossil collection, where they will be permanently stored, maintained, and, along with associated specimen and site data, made available for future study by qualified scientific investigators. * Per the County of Riverside "SABER Policy", paleontological fossils found in the County of Riverside should, by preference, be directed to the Western Science Center in the City of Hemet.

8.The property owner and/or applicant on whose land the paleontological fossils are discovered shall provide appropriate funding for monitoring, reporting, delivery and curating the fossils at the institution where the fossils will be placed, and will provide confirmation to the County that such funding has been paid to the institution.

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10. GENERAL CONDITIONS

10.PLANNING. 35 USE - CEASED OPERATIONS RECOMMND

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

10.PLANNING. 36 REN ENG - UTILITY COORDINATION RECOMMND

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

10.PLANNING. 38 REN ENG - REPLACE OR MODIFY RECOMMND

The developer/permit holder shall give written notice to the Planning and Building Safety Directors prior to the replacement or modification of any portion of this site as shown on the APPROVED EXHIBITS except for routine maintenance.

10.PLANNING. 39 REN ENG - FUTURE INTERFERENCE RECOMMND

If the operation of this facility generates or receives electronic interference with or otherwise impairs the operation of any communication, radar, or navigation systems, the developer/permit holder shall take immediate action and consult with County Airport Management staff to develop and implement measures acceptable to the County Airport Management.

10.PLANNING. 40 REN ENG - ON SITE DIST. LINES RECOMMND

The developer/permit holder shall ensure all on site electrical distribution lines are undergrounded up to the point of step-up or utility interface in the case of an on-site substation.

10.PLANNING. 41 REN ENG - PRODUCTION MONITORIN RECOMMND

The developer/permit holder shall monitor the plant's power production, including the power production for each array or power block and ensure systems are in place to continue monitoring throughout the life of the permit from the time the facility is connected to the grid and begins selling power. A report of the plant's power production shall be

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10. GENERAL CONDITIONS

10.PLANNING. 41 REN ENG - PRODUCTION MONITORIN (cont.) RECOMMND

produced within fourth-five (45) days from the date the developer/permit holder receives the request from the County.

10.PLANNING. 42 REN ENG - NO FINAL NO CONNECT RECOMMND

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

A temporary power permit may be pursued from the Department of Building and Safety prior to final inspection for construction and to allow equipment and system testing. The Director of Building and Safety or his designee, may allow the interconnection of individual arrays or power blocks if it is determine that adequate safe guards exist to ensure compliance with all conditions of approval.

10.PLANNING. 43 USE - SOLAR PROJECTS RECOMMND

1. The applicant shall maintain re-vegetated surfaces until a self-sustaining stand of vegetation is re-established and visually adapted to the undisturbed surrounding vegetation. No new disturbance shall be created during operations without prior approval from the County.

2. Interim restoration shall be undertaken during the operating life of the project as soon as possible after disturbances.

3. Painted facilities shall be kept in good repair and repainted when color fades or flakes.

4. The color treatment method used to reduce visual contrast between the backs or non-energy gathering side of the solar panels and the landscape setting shall be kept in good repair, and repaired/retreated when it no longer effectively reduces the visual contrast.

5. Where feasible, vehicle mounted lights should be used for night maintenance activities. Wherever feasible, consistent with safety and security, lighting should be kept off when not in use.

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10. GENERAL CONDITIONS

10.PLANNING. 44 USE - PREVENT DUST & BLOWSAND

RECOMMND

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

10.PLANNING. 45 USE - PDA04947 ACCEPTED

RECOMMND

County Archaeological Report (PDA) No 4947, submitted for this project (CUP03728) was prepared by Patricia T. Powless, of KP Environmental and is entitled: "Final Phase I Cultural resource Assessment for the Proposed Blythe Solar II Project, Blythe, Riverside County, California." dated October 15, 2015.

(PDA) No 4947 concludes site P-33-01887 is present within the project area. This site is potentially eligible for the California Register under Criteria A/1 and B/2. Site P-33-018821 is also present and is recommended eligible for inclusion on the National Register under Criterion D and Criterion 4 for the California Register.

(PDA) No 4947 recommends that a Cultural Resources Mitigation and Monitoring Program be implemented for ground disturbing activities associated with this project.

10.PLANNING. 46 USE - UNANTICIPATED RESOURCES

RECOMMND

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

1) If during ground disturbance activities, cultural resources are discovered that were not assessed by the archaeological reports and/or environmental assessment conducted prior to project approval, the following procedures shall be followed. A cultural resources site is defined, for this condition, as being three or more artifacts in close association with each other, but may include fewer artifacts if the area of the find is determined to be of significance due to its sacred or cultural importance.

a) All ground disturbance activities within 100 feet of the discovered cultural resource shall be halted until a meeting is convened between the developer, the project archaeologist, the Native American tribal representative (or other appropriate ethnic/cultural group representative), and the County Archaeologist to discuss the significance of

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10. GENERAL CONDITIONS

10.PLANNING. 46 USE - UNANTICIPATED RESOURCES (cont.) RECOMMND

the find.

b)At the meeting, the significance of the discoveries shall be discussed and after consultation with the Native American tribal (or other appropriate ethnic/cultural group representative) and the archaeologist, a decision is made, with the concurrence of the County Archaeologist, as to the appropriate mitigation (documentation, recovery, avoidance, etc) for the cultural resource.

c)Further ground disturbance shall not resume within the area of the discovery until an agreement has been reached by all parties as to the appropriate preservation or mitigation measures.

10.PLANNING. 47 USE - HUMAN REMAINS RECOMMND

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

Human remains require special handling, and must be treated with appropriate dignity. Pursuant to State Health and Safety Code Section 7050.5, if human remains are encountered, no further disturbance shall occur until the County Coroner has made the necessary findings as to origin. Specific actions must take place pursuant to CEQA Guidelines §15064.5e, State Health and Safety Code Section 7050.5 and Public Resource Code (PRC) §5097.98. In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following procedures shall be followed:

a)There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

i)A County Official is contacted.

ii)The County Coroner is contacted to determine that no investigation of the cause of death is required, and If the Coroner determines the remains are Native American:

iii)The Coroner shall contact the Native American Heritage Commission within 24 hours.

b)The Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.

c)The Most Likely Descendent (MLD) may make recommendations to the landowner or the person responsible for the excavation work, for the treatment of human remains and any associated grave goods as provided in PRC §5097.98.

d)Under the following conditions, the landowner or his

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10. GENERAL CONDITIONS

10.PLANNING. 47 USE - HUMAN REMAINS (cont.)

RECOMMND

authorized representative shall rebury the Native American human remains and associated grave goods on the property in a location not subject to further disturbance:

i)The Commission is unable to identify a MLD or the MLD failed to make a recommendation within 48 hours after being notified by the commission.

- (1)The MLD identified fails to make a recommendation; or
- (2)The landowner or his authorized representative rejects the recommendation of the MLD, and the mediation.

10.PLANNING. 48 USE - GEO02212

RECOMMND

County Geologic Report (GEO) No. 2212 submitted for this project (CUP03728) was prepared by Earth Systems Southwest (ESSW - the consultant-of-record) and consists of the following collection of documents:

Supplemental Geotechnical Services (for Referenced Report) "Geotechnical Engineering Report, US Solar Blythe Airport Solar 1 Photovoltaic Project, Mesa Verde, Riverside County, California by Earth Systems Southwest, File No. 1865?01, Document No. 10?09?708, dated September 24, 2010," dated August 7, 2015.

Geotechnical Engineering Report, US Solar Blythe Airport Solar 1 Photovoltaic Project, Mesa Verde, Riverside County, California by Earth Systems Southwest, File No. 1865?01, Document No. 10?09?708, dated September 24, 2010.

Blythe Airport Solar 1 Project. APN's 821-080-040 & 041 and 821-110-002 &003, Blythe, Riverside County, California, dated August 4, 2010.

Blythe - Steel Pile Testing to Support Photo Voltaic (PV) Panels, Blythe Airport, Blythe, CA, dated April, 2010, by Caruso Turley Scott Consulting Structural Engineers.

Geotechnical Investigation, Proposed Mesa Verde-Blythe Airport Water System Improvement Project, Mesa Verde-Blythe Area, Riverside County California, Prepared for Albert A. Webb Associates, Job No. 051124-3, dated December 19, 2005, by C.H.J. Incorporated.

Geotechnical Engineering Evaluation, Blythe Energy Project, Buck Boulevard Substation and Tie-lines, Blythe, California, dated February 13, 2001, by Ninyo & Moore.

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10. GENERAL CONDITIONS

10.PLANNING. 48

USE - GEO02212 (cont.)

RECOMMND

Geotechnical Engineering Evaluation, Blythe Energy Project, Natural Gas Pipeline, Blythe, California, dated February 13, 2001, by Ninyo & Moore.

Geotechnical Engineering Evaluation, Blythe Energy Project, Power Plant, Blythe, California, dated February 13, 2001, by Ninyo & Moore.

GEO02212 concluded:

- 1.No known active faults have been mapped on the site or in the immediate vicinity.
2. The potential for surface fault rupture is considered nil.
3. The potential for liquefaction is considered low.
- 4.Areal subsidence due to groundwater withdrawal or seismic induced settlement of dry sands is possible, but will probably occur on an areal basis and have minimal effects on the planned structures.
- 5.The hazards from slope instability or landslides are currently negligible.

GEO No. 2212 recommended:

- 1.ESSW should be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications.

GEO02212 satisfies the requirement for a Geologic Study for Planning / CEQA purposes. GEO02212 is hereby accepted for Planning purposes. This approval is not intended, and should not be misconstrued as approval for grading permit. Engineering and other building code parameters will be reviewed and additional comments and/or conditions may be imposed by the Building and Safety Department upon application for grading and/or building permits.

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10. GENERAL CONDITIONS

10.PLANNING. 49 USE - DUST CONTROL

RECOMMND

All active areas (including haul roads) shall be watered as needed to minimize fugitive dust production in conformance with applicable regulations.

Vehicles onsite shall not travel at speeds greater than 15 miles per hour.

10.PLANNING. 50 USE - PREVENT DUST AND BLOWSAN

RECOMMND

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

At minimum: 1) All active areas (including haul roads) shall be watered as needed to minimize fugitive dust production in conformance with applicable regulations; and, 2) Vehicles onsite shall not travel at speeds greater than 15 miles per hour.

10.PLANNING. 51 USE - 8/10/10 ALUC LETTER

RECOMMND

Dear Mr. Juarez: On April 8, 2010, the Riverside County Airport Land Use Commission (ALUC) found the above-referenced project CONDITIONALLY CONSISTENT with the 2004 Blythe Airport Land Use Compatibility Plan, pending Federal Aviation Administration (FAA) review (which has since occurred), subject to the following conditions:

CONDITIONS: 1. The following uses shall be prohibited: (a) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator. (b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport. (c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (d) Any use which would

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10. GENERAL CONDITIONS

10.PLANNING. 51 USE - 8/10/10 ALUC LETTER (cont.)

RECOMMND

generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

2. Any outdoor lighting installed shall be hooded and shielded to prevent either the spillage of lumens or reflection into the sky.

3. If the panels are mounted on a framework, said framework shall have a flat or matte finish so as to minimize reflection of sunlight.

4. In the event that any incidence of glare or electrical interference affecting the safety of air navigation occurs as a result of project operation, the permittee shall be required to take all measures necessary to eliminate such glare or interference.

5. Any new electrical transmission or distribution line segments for this project located within Airport Compatibility Zone B1 shall be installed underground. This requirement specifically applies to the segments of the proposed 30kV line (approximately 1,500 feet in length) paralleling the easterly boundary of Airport Compatibility Zone A.

As an alternative to underground installation of this 30kV line, the applicant may select the route alignment depicted as Option C (a line proceeding southerly along Butch, then easterly along Riverside, then southerly along Buck to existing transmission lines) on Figure 1 exhibit prepared by The Holt Group on file with this application, as the Option C alignment does not extend into Airport Compatibility Zone B1.

The following conditions have been added pursuant to the terms of the FAA determination letter issued on August 4, 2010:

6. The Federal Aviation Administration (FAA) has issued its Final Determination letter for Aeronautical Study Nos. 2010-AWP-150-NRA, 2010-AWP-196-NRA through 2010-AWP-216-NRA, and 2010-AWP-459-NRA, and has Indicated no objections to the construction of the proposed project. The letter does not state that either marking or lighting of the array and/or the proposed transmission line towers would be necessary for aviation safety. However, if marking

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10. GENERAL CONDITIONS

10. PLANNING. 51 USE - 8/10/10 ALUC LETTER (cont.) (cont.) RECOMMND

and/or lighting for aviation safety are accomplished on a voluntary basis, such marking and/or lighting shall be installed and maintained in accordance with FAA Advisory Circular 7017460-1 K Change 2.

7. The permittee shall comply with the requirements set forth in FAA Advisory Circular 15015370-2E, "Operational Safety on Airports During Construction."

8. The maximum height of the array (solar photovoltaic panels, trackers, inverters, and wires), excluding structures and transmission line towers, shall not exceed ten (10) feet above ground level, and the maximum elevation above sea level shall not exceed 406 feet above mean sea level.

9. The maximum height of the transmission line towers/poles shall not exceed nineteen (19) feet above ground level, and the maximum elevation above mean sea level shall not exceed the elevation as referenced in Table 1 of the FAA letter dated August 4, 2010. Such elevation shall not exceed 416 feet above mean sea level.

10. The maximum height of the maintenance building shall not exceed twenty-five (25) feet above ground level, and the maximum elevation shall not exceed 421 feet above mean sea level.

11. The specific coordinates, heights, and top point elevations of the proposed array, transmission line towers/poles, and maintenance building shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, that reduction in building height or elevation shall not require further review by the Airport Land Use Commission.

12. Temporary construction equipment used during actual construction of the project shall not exceed the height of the proposed maintenance building, unless separate notice is provided to the Federal Aviation Administration through the Form 7460-1 process.

If you have any questions, please contact John Guerin, Airport Land Use Commission Principal Planner, at (951) 955-0982.

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10. GENERAL CONDITIONS

10.PLANNING. 51 USE - 8/10/10 ALUC LETTER (cont.) (cont.) (CORECOMMND

I Attachments: FAA Final Determination letter

cc: ALUC Staff US Solar Holdings, LLC City of Blythe
Planning Department (Attn.: Barbara Burrow, re: CUP
2009-01) City of Blythe Public Works Department (Attn.: Jim
Rodkey, Director) Riverside County Economic Development
Agency - Aviation (Attn.: Chad Davies)

A FULL COPY OF THIS LETTER IS ON FILE WITH THE HEARING
STAFF REPORT.

10.PLANNING. 52 USE - NO OUTDOOR ADVERTISING RECOMMND

No outdoor advertising display, sign or billboard (not
including on-site advertising or directional signs) shall
be constructed or maintained within the property subject to
this approval.

10.PLANNING. 53 USE - BUSINESS LICENSING RECOMMND

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

10.PLANNING. 54 USE - SHERIFF LETTER RECOMMND

The applicant or successor in interest shall abide by the
security concerns outline in the letter from the Riverside
County Sheriff Department dated 7-13-10 included in the
staff report.

10.PLANNING. 55 USE - ANNUAL FENCE INSPECTION RECOMMND

The Applicant / Permit Holder shall pay for an annual
inspection of the fenced sensitive resources area. The
annual inspection shall be for the purpose of verifying the
integrity of the preservation fencing, locked gates, and
integrity of the sensitive area within the fence. The
inspection shall be conducted by the County Archaeologist
on or before the end of the calendar year of each year that
the permitted project is in operation. Payment for the
annual inspection is the responsibility of the Applicant /

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10. GENERAL CONDITIONS

10.PLANNING. 55 USE - ANNUAL FENCE INSPECTION (cont.) RECOMMND

Permit Holder for the life of the permit, and shall be at the current hourly rate for the County Archaeologist to conduct the inspection and prepare a report of findings for the project file. Should the integrity of the sensitive areas be compromised, the Applicant / Permit Holder shall be responsible for restoration and restitution under Public Resources Code Sections 5097.5 through 5097.7, as amended. There shall be no defacement, excavation, removals, injury, or destruction of the sensitive areas within the fenced compounds. Violation of this law is punishable by a fine not exceeding \$10,000, by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment, along with the costs of restitution, as ordered by a court.

10.PLANNING. 56 USE - PRESERVE RESOURCES RECOMMND

Sensitive resources P-33-18821 as indicated on the confidential sensitive resources exhibit approved by the County Archaeologist and archaeological report PD-A-4665, shall be avoided and preserved by the project. This area shall have a 50-foot buffer area around the known boundaries with a 4-foot high chain link fence around the buffer and site area. The fencing shall include a pedestrian gate with lock. The lock key or combination shall be made accessible to the County upon demand.

TRANS DEPARTMENT

10.TRANS. 1 USE - COUNTY WEB SITE RECOMMND

Additional information, standards, ordinances, policies, and design guidelines can be obtained from the Transportation Department Web site: <http://rctlma.org/trans/>. If you have questions, please call the Plan Check Section at (951) 955-6527.

10.TRANS. 2 USE - STD INTRO 3 (ORD 460/461 RECOMMND

With respect to the conditions of approval for the referenced tentative exhibit, the landowner shall provide all street improvements, street improvement plans and/or road dedications set forth herein in accordance with Ordinance 460 and Riverside County Road Improvement Standards (Ordinance 461). It is understood that the exhibit correctly shows acceptable centerline elevations, all existing easements, traveled ways, and drainage courses