

1 feasiably accomplish most of the basic objectives of the project and could avoid or substantially  
2 lessen one or more of the significant effects. The EIR should briefly describe the rationale for  
3 selecting the alternatives to be discussed. The EIR should also identify any alternatives that were  
4 considered by the lead agency but were rejected as infeasible during the scoping process and  
5 briefly explain the reasons underlying the lead agency's determination. Additional information  
6 explaining the choice of alternatives may be included in the administrative record. Among the  
7 factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i)  
8 failure to meet most of the basic Project objectives, (ii) infeasibility, or (iii) inability to avoid  
9 significant environmental impacts.

10 The range of alternatives required is governed by a "rule of reason" that requires the EIR to set  
11 forth only those alternatives necessary to permit a reasoned choice. The EIR shall include sufficient  
12 information about each alternative to allow meaningful evaluation, analysis, and comparison with the  
13 proposed project. Alternatives are limited to ones that would avoid or substantially lessen any of the  
14 significant effects of the proposed project. Of those alternatives, the EIR/EA need examine in detail only  
15 the ones that the lead agency determines could feasibly attain most of the basic objectives of the project.

16 However, when significant impacts can be mitigated to a level less than significant by the  
17 adoption of mitigation measures, the lead agency has no obligation to consider the feasibility of  
18 alternatives with respect to that impact in its findings, even if the alternative would mitigate the impact to  
19 a greater degree than the proposed project. (Pub. Res. Code §21002; Kings County Farm Bureau v. City  
20 of Hanford (1990) 221 Cal.App.3d 692,730 731; Laurel Heights Improvement Association v. Regents of  
21 the University of California (1988) 47 Cal.3 376, 400-403; Laurel Hills Homeowners Association v. City  
22 Council (1978) 83 Cal.App.3d 515, 521.) The County has adopted mitigation measures that avoid or  
23 substantially lessen the potentially significant environmental impacts identified in the EIR/EA to levels  
24 that are less than significant. Because the Approved Project will not have any significant, unavoidable  
25 impacts, the County need not consider or reject environmentally superior alternatives.

26 The EIR/EA studies a reasonable range of alternatives to the Project, including Alternative 3,  
27 which is approved as part of the Approved Project. There are two types of alternatives evaluated in the  
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1 EIR/EA. First are the alternatives that were considered but eliminated from further consideration. Reasons  
2 for elimination included failure to meet basic project objectives, infeasibility, or inability to avoid  
3 significant environmental impacts (CEQA Guideline 18 §15126.6(c)), as well as conflicts with land use  
4 plans, policies, or regulations; lack of reasonable access to an alternative site; or remote or speculative  
5 implementation [Final EIR/EA 2-46 – 2-53]. A number of alternatives were identified. Some of these  
6 alternatives did not meet the project objectives, purpose and need or provide the potential to avoid or  
7 minimize adverse environmental effects, or were considered infeasible through additional study and  
8 evaluation.

9 Alternatives considered but eliminated from detailed analysis include:

- 10 • **Solar Power Tower Technology:** The use of a solar power tower technology was not carried  
11 forward for detailed evaluation in the Draft EIR/EA because while it would meet most of the  
12 basic Project Objectives, use of this technology would result in potentially significant glare  
13 impacts to the operations at Blythe Airport, which is located to the north and west of the  
14 proposed solar facility site's operations. Therefore, a solar power tower system alternative was  
15 not considered further [Final EIR/EA 2-47].
- 16 • **Distributed Solar Photovoltaic Alternative:** Although there is potential to achieve up to 485  
17 MW of distributed solar energy, the limited number of existing facilities makes it unlikely to  
18 be feasible or present environmental benefits. To the extent that distributed generation projects  
19 might have fewer impacts on certain resources because they do not utilize substations and  
20 transmission facilities, this illustrates that distributed generation projects cannot meet one of  
21 the fundamental objectives of a utility-scale solar project: to provide renewable energy to  
22 utility off-takers and their customers. Rooftop systems that are not connected to the utility side  
23 of the electric grid only generate power for on-site consumption. At the same time, the  
24 difficulties in supplying a comparable amount of megawatts of clean energy to the public  
25 through the utility sector has its own set of impacts due to failure to offset the impacts of  
26 counterpart fossil fuel energy sources. Because of the challenges associated with the  
27 implementation of a distributed solar technology, which include widely varying codes,  
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1 standards, and fees; environmental requirements and permitting concerns; interconnection of  
2 distributed generation; inefficiencies; and integration of distributed generation. As a result, this  
3 technology was eliminated from detailed analysis as an alternative to the proposed Project  
4 [Final EIR/EA 2-48 and 2-49].

- 5 • **Conservation and Energy Demand Reduction:** Conservation and demand reduction consist  
6 of a variety of approaches for the reduction of electricity use, including energy efficiency and  
7 conservation, building and appliance standards, and load management and fuel substitution.  
8 This alternative is not technically feasible as a replacement for the proposed Project, because  
9 California utilities are required to achieve aggressive energy efficiency goals. Additional  
10 energy efficiency beyond that occurring in the baseline condition may be technically possible,  
11 but it is speculative to assume that energy efficiency alone would achieve the necessary  
12 greenhouse gas reduction goals. With population growth and increasing demand for energy,  
13 conservation and demand management alone is not sufficient to address all of California's  
14 energy needs. Additionally, as stated in the California Energy Commission's 2011 Integrated  
15 Energy Policy Report, California's renewable energy goals are based on a percentage of retail  
16 sales of electricity, and reducing overall electricity demands means fewer retail sales and  
17 therefore less renewable energy that must be generated. Furthermore, it states that conservation  
18 and demand-side management mean fewer renewable plants will need to be built. However,  
19 conservation and demand-side management would not by themselves provide the renewable  
20 energy required to meet the California renewable energy goals. Therefore, this alternative  
21 would not meet Project objectives pertaining to renewable energy goals [Final EIR/EA 2-50  
22 and 2-51].

- 23 • **Alternative Site on BLM-managed Lands:** The Alternative Site on BLM-managed lands  
24 would avoid significant impacts to Agricultural Resources; however, it may not be feasible to  
25 find an Alternative Site on BLM-managed lands, because most of the land within the  
26 Developable Areas of the Riverside East SEZ is in use, proposed for other solar energy  
27 projects, or within mountainous areas. This alternative would likely have impacts similar to  
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1 those of the proposed site for many resource elements, such as air quality and traffic. However,  
2 it is likely to have more severe biological, cultural, and visual resource impacts, as it would  
3 likely be located on undisturbed lands. This alternative would also be sited closer to wilderness  
4 areas and ACECs. The Alternative Site on BLM-managed lands would not present significant  
5 environmental advantages over the proposed Project [Final EIR/EA 2-51 and 2-52].

- 6 • **Palo Verde Valley Floor Alternative:** Similar to the proposed Project, the Palo Verde Valley  
7 Floor Alternative would also impact agricultural land. This Alternative would also be farther  
8 away from the Colorado River Substation, which would increase ground disturbance and  
9 impacts to aesthetics, air quality, biological resources, hydrology and water quality, and traffic  
10 and transportation. The proximity to the Colorado River could pose adverse impacts related to  
11 migratory birds, water resources, and the risk of flooding, which would not result from  
12 implementation of the proposed Project. As a result, this alternative was not analyzed in  
13 further detail [Final EIR/EA 2-52 and 2-53].

14 **B. Alternatives Considered but Rejected from Further Consideration**

15 In determining an appropriate range of alternatives to be evaluated in the EIR/EA, several possible  
16 alternatives were initially considered and rejected. Alternatives were rejected either because they could  
17 not accomplish most of the basic objectives of the Project, would not have resulted in a reduction of  
18 potentially significant impacts, or were considered infeasible. The specific reasons for not selecting each  
19 of the rejected alternatives are described below:

- 20 1. **Solar Power Tower Technology:** The use of a solar power tower technology was not  
21 carried forward for detailed evaluation in the Draft EIR/EA because, while it would meet most of the  
22 basic Project Objectives, use of this technology would result in potentially significant glare impacts to the  
23 operations at Blythe Airport, which is located to the north and west of the proposed solar facility site's  
24 operations. Therefore, a solar power tower system alternative was not considered further [Final EIR/EA  
25 2-47].

1 Finding: Based upon the Supporting Explanation below, the Board of Supervisors rejects the Solar  
2 Power Tower Technology because it would result in potentially significant glare impacts to the operations  
3 at Blythe Airport. (CEQA Guidelines §15126.6(c)(i)).

4 Supporting Explanation: The Solar power tower technology uses a flat mirror “heliostat” system  
5 that tracks the sun and focuses solar energy on a central receiver at the top of a high tower. The focused  
6 energy is used to heat a transfer fluid (to 800 to 1,000 degrees Fahrenheit [°F]) to produce steam and run a  
7 center power generator. The transfer fluid is super-heated before being pumped to heat exchangers that  
8 transfer the heat to boil water and run a conventional steam turbine to produce electricity. Although  
9 concentrated, solar power systems can store heated fluids to deliver electricity even when the sun is not  
10 shining. In areas of high solar insolation potential (i.e., desert environments), the land required to develop  
11 a concentrated solar energy power tower facility is comparable to that required for a PV project—  
12 approximately five acres per MW of installed capacity. The use of this technology would result in  
13 potentially significant glare impacts to the operations at Blythe Airport, which is located to the north and  
14 west of the proposed solar facility site’s operations. Therefore, a solar power tower system alternative was  
15 not considered further [Final EIR/EA 2-47].

16 **2. Distributed Solar Photovoltaic Alternative:** Although there is potential to achieve up to  
17 485 MW of distributed solar energy, the limited number of existing facilities makes it unlikely to be  
18 feasible or present environmental benefits. To the extent that distributed generation projects might have  
19 fewer impacts on certain resources because they do not utilize substations and transmission facilities, this  
20 illustrates that distributed generation projects cannot meet one of the fundamental objectives of a utility-  
21 scale solar project: to provide renewable energy to utility off-takers and their customers. Rooftop systems  
22 that are not connected to the utility side of the electric grid only generate power for on-site consumption.  
23 At the same time, the difficulties in supplying a comparable amount of megawatts of clean energy to the  
24 public through the utility sector has its own set of impacts due to failure to offset the impacts of  
25 counterpart fossil fuel energy sources [Final EIR/EA 2-48 and 2-49].

26 Finding: Based upon the Supporting Explanation below, the Board of Supervisors rejects the  
27 Distributed Solar Photovoltaic Alternative because of the challenges associated with the implementation  
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1 of a distributed solar technology, which include widely varying codes, standards, and fees; environmental  
2 requirements and permitting concerns; interconnection of distributed generation; inefficiencies; and  
3 integration of distributed generation.. (CEQA Guidelines §15126.6(c)(i)).

4 Supporting Explanation: There is no single accepted definition of distributed solar technology.  
5 The 2011 Integrated Energy Policy Report defines distributed generation resources as “(1) fuels and  
6 technologies accepted as renewable for purposes of the Renewables Portfolio Standard; (2) sized up to 20  
7 MW; and (3) located within the low-voltage distribution grid or supplying power directly to a consumer.”  
8 Distributed solar facilities vary in size from kilowatts to tens of megawatts but do not require transmission  
9 to get to the areas in which the generation is used.

10 A distributed solar alternative would consist of PV panels that would absorb solar radiation and  
11 convert it directly to electricity. The PV panels could be installed on residential, commercial, or industrial  
12 building rooftops or in other disturbed areas like parking lots or disturbed areas adjacent to existing  
13 structures such as substations. To create a viable alternative to the proposed Project, there would have to  
14 be sufficient newly installed panels to generate up to 485 MW of capacity. According to the 2012  
15 California Energy Commission (CEC) renewable energy acreage calculator, it would take approximately  
16 3,464 acres to construct a 485 MW distributed solar PV alternative (0.4 MW per acre), nearly the size of  
17 the proposed Project. There is no single accepted definition of distributed solar technology. The 2011  
18 Integrated Energy Policy Report defines distributed generation resources as “(1) fuels and technologies  
19 accepted as renewable for purposes of the Renewables Portfolio Standard; (2) sized up to 20 MW; and (3)  
20 located within the low-voltage distribution grid or supplying power directly to a consumer.” Distributed  
21 solar facilities vary in size from kilowatts to tens of megawatts but do not require transmission to get to  
22 the areas in which the generation is used.

23 A distributed solar alternative would consist of PV panels that would absorb solar radiation and  
24 convert it directly to electricity. The PV panels could be installed on residential, commercial, or industrial  
25 building rooftops or in other disturbed areas like parking lots or disturbed areas adjacent to existing  
26 structures such as substations. To create a viable alternative to the proposed Project, there would have to  
27 be sufficient newly installed panels to generate up to 485 MW of capacity. According to the 2012 CEC

1 renewable energy acreage calculator, it would take approximately 3,464 acres to construct a 485 MW  
2 distributed solar PV alternative (0.4 MW per acre), nearly the size of the proposed Project.

3 To the extent that distributed generation projects might have fewer impacts on certain resources  
4 because they do not utilize substations and transmission facilities, this illustrates that distributed  
5 generation projects cannot meet one of the fundamental objectives of a utility-scale solar project: to  
6 provide renewable energy to utility off-takers and their customers. Rooftop systems that are not connected  
7 to the utility side of the electric grid only generate power for on-site consumption. At the same time, the  
8 difficulties in supplying a comparable amount of megawatts of clean energy to the public through the  
9 utility sector has its own set of impacts due to failure to offset the impacts of counterpart fossil fuel  
10 energy sources.

11 Because of the challenges associated with the implementation of a distributed solar technology,  
12 which include widely varying codes, standards, and fees; environmental requirements and permitting  
13 concerns; interconnection of distributed generation; inefficiencies; and integration of distributed  
14 generation. As a result, this technology was eliminated from detailed analysis as an alternative to the  
15 proposed Project [Final EIR/EA 2-48 and 2-49].

16 **3. Conservation and Energy Demand Reduction:** Conservation and demand reduction  
17 consist of a variety of approaches for the reduction of electricity use, including energy efficiency and  
18 conservation, building and appliance standards, and load management and fuel substitution. This  
19 alternative is not technically feasible as a replacement for the proposed Project, because California  
20 utilities are required to achieve aggressive energy efficiency goals. This alternative would not meet  
21 Project objectives pertaining to renewable energy goals [Final EIR/EA 2-50 and 2-51].

22 Finding: Based upon the Supporting Explanation below, the Board of Supervisors rejects the  
23 Conservation and Energy Demand Reduction Alternative because this alternative would not meet Project  
24 objectives pertaining to renewable energy goals. (CEQA Guidelines §15126.6(c)(i)).

25 Supporting Explanation: This alternative is not technically feasible as a replacement for the  
26 proposed Project, because California utilities are required to achieve aggressive energy efficiency goals.  
27 Additional energy efficiency beyond that occurring in the baseline condition may be technically possible,  
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1 but it is speculative to assume that energy efficiency alone would achieve the necessary greenhouse gas  
2 reduction goals. With population growth and increasing demand for energy, conservation and demand  
3 management alone is not sufficient to address all of California's energy needs. Additionally, as stated in  
4 the California Energy Commission's 2011 Integrated Energy Policy Report, California's renewable  
5 energy goals are based on a percentage of retail sales of electricity, and reducing overall electricity  
6 demands means fewer retail sales and therefore less renewable energy that must be generated.  
7 Furthermore, it states that conservation and demand-side management mean fewer renewable plants will  
8 need to be built. However, conservation and demand-side management would not by themselves provide  
9 the renewable energy required to meet the California renewable energy goals. Therefore, his alternative  
10 would not meet Project objectives pertaining to renewable energy goals [Final EIR/EA 2-50 and 2-51].

11 **4. Alternative Site on BLM-managed Lands:** The Alternative Site on BLM-managed lands  
12 would avoid significant impacts to Agricultural Resources; however, it may not be feasible to find an  
13 Alternative Site on BLM-managed lands, because most of the land within the Developable Areas of the  
14 Riverside East Solar Energy Zone (SEZ) is in use, proposed for other solar energy projects, or within  
15 mountainous areas. This alternative would likely have impacts similar to those of the proposed site for  
16 many resource elements, such as air quality and traffic. However, it is likely to have more severe  
17 biological, cultural, and visual resource impacts, as it would likely be located on undisturbed lands. This  
18 alternative would also be sited closer to wilderness areas and Areas of Critical Environmental Concern  
19 (ACECs). The Alternative Site on BLM-managed lands would not present significant environmental  
20 advantages over the proposed Project [Final EIR/EA 2-51 and 2-52].

21 Finding: Based upon the Supporting Explanation below, the Board of Supervisors rejects the  
22 Alternative Site on BLM-managed Lands Alternative because this alternative would not present  
23 significant environmental advantages over the proposed Project. It would likely have similar impacts to  
24 those of the proposed Project and it is likely to result in more severe biological, cultural, and visual  
25 resource impacts, as it would likely be located on undisturbed lands (CEQA Guidelines §15126.6(c)(i)).

26 Supporting Explanation: Similar to the proposed Project, the Alternative Site on BLM-managed  
27 lands would involve the construction, operation, maintenance, and decommissioning of an up to 485 MW  
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1 solar facility and 230 kV gen-tie line. This alternative would be located within the Developable Areas  
2 within the Riverside East SEZ that was identified by the BLM and Department of Energy (BLM 2012).  
3 Wilderness areas and ACECs were precluded from solar development. Additionally, the Alternative Site  
4 on BLM-managed lands would be located approximately 20 miles from the Colorado River Substation. It  
5 is also assumed that this alternative would require a BLM right-of-way (ROW) grant and conditional use  
6 permit (CUP) approvals to allow for the construction and operation of solar facilities within BLM-  
7 managed lands. The Alternative Site on BLM-managed lands would avoid significant impacts to  
8 Agricultural Resources; however, it may not be feasible to find an Alternative Site on BLM-managed  
9 lands, because most of the land within the Developable Areas of the Riverside East SEZ is in use,  
10 proposed for other solar energy projects, or within mountainous areas. This alternative would likely have  
11 impacts similar to those of the proposed site for many resource elements, such as air quality and traffic.  
12 However, it is likely to have more severe biological, cultural, and visual resource impacts, as it would  
13 likely be located on undisturbed lands. This alternative would also be sited closer to wilderness areas and  
14 ACECs. The Alternative Site on BLM-managed lands would not present significant environmental  
15 advantages over the proposed Project [Final EIR/EA2-51 and 2-52].

16       **5. Palo Verde Valley Floor Alternative:** Similar to the proposed Project, the Palo Verde  
17 Valley Floor Alternative would also impact agricultural land. This Alternative would also be farther away  
18 from the Colorado River Substation, which would increase ground disturbance and impacts to aesthetics,  
19 air quality, biological resources, hydrology and water quality, and traffic and transportation. The  
20 proximity to the Colorado River could pose adverse impacts related to migratory birds, water resources,  
21 and the risk of flooding, which would not result from implementation of the proposed Project. As a result,  
22 this alternative was not analyzed in further detail [Final EIR/EA 2-52 and 2-53].

23       Finding: Based upon the Supporting Explanation below, the Board of Supervisors rejects the Palo  
24 Verde Valley Floor Alternative because this alternative would not avoid or substantially less the  
25 environmental impacts of the Project it is likely to result in more severe migratory birds, water resources,  
26 resource impacts (CEQA Guidelines §15126.6(c)(i)).

1           Supporting Explanation: Similar to the proposed Project, the Palo Verde Valley Floor Alternative  
2 would involve the construction, operation, maintenance, and decommissioning of an up to 485 MW solar  
3 facility and 230 kV gen-tie line. The solar facility would be situated on private lands within the Palo  
4 Verde Valley (between the Palo Verde Mesa to the west and the Colorado River to the east), instead of the  
5 Palo Verde Mesa, as well as on BLM-managed lands. It is also assumed that this alternative would require  
6 a BLM ROW grant for the 230 kV gen-tie line and CUP approvals to allow for the construction and  
7 operation of solar facilities. This Alternative would also be farther away from the Colorado River  
8 Substation, which would increase ground disturbance and impacts to aesthetics, air quality, biological  
9 resources, hydrology and water quality, and traffic and transportation. The proximity to the Colorado  
10 River could pose adverse impacts related to migratory birds, water resources, and the risk of flooding,  
11 which would not result from implementation of the proposed Project. As a result, this alternative was not  
12 analyzed in further detail [Final EIR/EA2-52 and 2-53].

13 **C.     Alternatives Considered in Detail in the EIR/EA**

14           The following Alternatives were considered in detail in the EIR/EA. These are rejected for various  
15 reasons as set forth below.

16           **1.     Alternative 1: Proposed Project:** The proposed up to 485 MW PV solar energy  
17 generation facility and 8.4-mile gen-tie line would occupy a total of approximately 3,660 acres. The  
18 Project would be located on lands under the jurisdiction of the County of Riverside, the BLM, and the  
19 City of Blythe. A majority of the Project would be located within the County of Riverside and within the  
20 area governed by the County of Riverside's General Plan and the Palo Verde Valley Area Plan. The  
21 Project would likely be developed in phases that extend over several years. Pending commencement of  
22 each phase of construction, the existing agricultural lands likely would remain in agricultural production.  
23 The initial use of the Project site to be permitted under the conditional use permit will be active  
24 agricultural production. Agricultural uses are allowed uses under the entire site, but part of the site is not  
25 in an agricultural zone. To encourage agricultural use of the site to continue pending construction of solar  
26 facilities, approximately 1,249 acres would be rezoned from W-2-5 and N-A to A-1-10 (light  
27 agricultural), which would make zoning consistent throughout the solar facility site. Approximately 1,485  
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1 acres, all south of I-10 and representing the land not planned to be developed immediately, would be  
2 placed into an agricultural preserve and in a Williamson Act contract. As each portion of the site is  
3 developed for solar use, any Williamson Act Contract for that portion of the site and the agricultural  
4 preserve would be cancelled.

5 The Draft EIR/EA evaluated a construction schedule that assumed construction of the entire site  
6 within a three-year period, to ensure a conservative analysis of the most intense and concentrated  
7 construction activities reasonably possible. A longer construction duration would not result in an increase  
8 in impacts, nor would continuation of agricultural uses of the site.

9 A portion of the solar facility site would be within the area of the City of Blythe, within the area  
10 governed by the City's General Plan. A portion of the 230 kV gen-tie line would traverse BLM-managed  
11 lands, and that area would be governed by the California Desert Conservation Area (CDCA) Plan. The  
12 portion of the gen-tie line that would traverse BLM-managed lands that are within the area governed by  
13 the CDCA Plan, designated Multiple-Use Class M (Moderate). Within the CDCA Plan area, the proposed  
14 gen-tie lines would be located within BLM's Utility Corridor K, which is also designated as Section 368  
15 Federal Energy Corridor 30-52 (BLM 2009). The proposed Project would produce enough energy to  
16 power approximately 180,000 households and would consist of two primary components:

17 **Solar Facility Site (3,587 total acres)**

- 18 • Solar array field that would utilize single-axis solar PV trackers (295 feet long and 140  
19 feet wide). Six trackers with 18 north-south oriented rows of PV panels would be  
20 configured into 1.5 MW blocks (600 feet long by 470 feet wide).
- 21 • System of interior collection power lines located between inverters and substations.
- 22 • Up to three on-site substations (each approximately 90,000 square feet).
- 23 • Up to two operation and maintenance (O&M) buildings (approximately 3,500 square  
24 feet each).
- 25 • Associated communication facilities and site infrastructure.
- 26 • Two primary off-site access roads and several interior access roads.

27 **Approximately 8.4 miles of 230 kV Gen-tie Transmission Line**

- Approximately 3.6 miles would be located within the solar facility, which would connect all on-site substations.
- Approximately 4.8 miles would extend outside of the solar facility and would be placed within a 125-foot-wide ROW and occupy 73 acres. Of this, 3.8 miles would traverse BLM-managed lands with 53 acres within the Riverside East Solar Energy Zone (SEZ). At the end of the energy sales contract term (20-year term) of Alternative 1, if the utility buyer is not available for extension or another energy buyer does not emerge, the solar arrays and gen-tie line could be decommissioned and dismantled within the Project area. Following decommissioning and dismantling of the solar facility and gen-tie line, the site would be made available for reversion to agricultural use.

The proposed Project would have greater impacts compared to Alternatives 4 and 5 with regards to vegetation communities crossed by the solar facility site and transmission line. The proposed Project would also have greater or similar impacts compared to Alternatives 3, 4 and 5, and the Approved Project, with regards to acres of riparian habitat crossed and acres of designated farmland converted to non-agricultural use [Final EIR/EA pp. 2-43 through 2-44]. While the gen-tie line of the Approved Project would be nominally longer (extending 8.8 miles as opposed to the Proposed Project's 8.4 miles) that gen-tie line would, similar to the Proposed Project, be located within an existing BLM Right of Way, and the entire line would be parallel to existing and approved transmission lines. That Right of Way falls within the CDCA Plan corridor. Because the entire length of the gen-tie line outside of the solar facility would be on BLM-managed lands, the operation, maintenance and implementation of Mitigation Measures can be managed by the BLM without the need to involve various private property owners. This situation allows for greater efficiencies and assurance of implementation of Mitigation Measures than the Proposed Project.

**2. Alternative 2-No Project/No Action Alternative:** The No Project/No Action Alternative must be evaluated under CEQA and NEPA. Under the No Project/No Action Alternative, the construction of a solar generating facility and associated infrastructure would not occur. This alternative

1 discusses existing conditions as well as what would be reasonably expected to occur in the foreseeable  
2 future if the Project was not approved and did not take place. The construction of a new gen-tie line and  
3 the addition of solar array facilities would not occur. Other transmission lines would likely be  
4 constructed in or near the transmission corridor. Current, ongoing operation and maintenance activities  
5 associated with the agricultural use of the Project site would continue [Draft EIR/EA ES-5].

6 Under the No Project/No Action Alternative, ongoing activities would continue, but new impacts  
7 associated with the implementation of the No Project/No Action Alternative are not anticipated. Relative  
8 to Alternatives 1, 3, 4, and 5, all impacts associated with the construction, operation, maintenance, and  
9 decommissioning of the Blythe Mesa Solar Project would be avoided. As such, there would be no effects  
10 related to greenhouse gas (GHG) emissions beyond those that already occur on the Project site as a result  
11 of existing agricultural operations (zero net increase in GHG emissions). However, the beneficial impacts  
12 of the Proposed Project and the Approved Project associated with providing renewable energy in  
13 accordance with the State's adopted Renewable Portfolio Standard (RPS) and President Obama's Climate  
14 Action Plan would also not occur under this Alternative. That is, under the No Project Alternative,  
15 renewable energy would not be available to offset the use of energy from other sources, including fossil  
16 fuels. Consequently, the No Project Alternative would not achieve the GHG reduction associated with the  
17 proposed Project and the Approved Project, which was estimated to range from 371,116 to 1,061,829  
18 metric tons of carbon dioxide equivalent (CO<sub>2</sub>e) per year [Draft EIR/EA ES-5].

19 **3. Alternative 3: Northern Alternative 230 kV Gen-tie Line:** Alternative 3 is included  
20 within the Approved Project. Similar to Alternative 1 (proposed Project), Alternative 3 would include the  
21 interim agricultural-related actions, and the construction, operation, maintenance, and potential  
22 decommissioning of an up to 485 MW solar PV electrical generating facility and associated  
23 infrastructure. It would occupy a total of 3,665 acres and would utilize the same solar facility site as the  
24 proposed Project. The fenced-in solar PV electric generation facility would occupy approximately 3,587  
25 acres on privately-owned land under the jurisdiction of the County, and approximately 334 acres located  
26 within the City of Blythe. The primary difference between Alternatives 1 and 3 is the location of the  
27 230 kV gen-tie line that extends outside of the solar facility site to the Colorado River Substation; the  
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1 same 230 kV gen-tie alignment within the solar facility site would be utilized for both Alternatives 1 and  
2 3. Both Alternatives 1 and 3 would be located within the Riverside East SEZ; however, Alternative 3  
3 would be located approximately 700 feet to the north and within a 125-foot ROW entirely on BLM-  
4 managed lands. Under this alternative, the total length of the 230 kV gen-tie line both on-site and off-site  
5 would be 8.8 miles; 3.6 miles would be located on private lands within the solar facility site boundary  
6 and 5.2 miles would be located entirely outside the solar facility site on BLM-managed lands. The BLM  
7 portion of the ROW would total 78 acres. Similar to Alternative 1, at the end of the energy sales contract  
8 term of Alternative 3, if the utility buyer is not available for extension or another energy buyer does not  
9 emerge, the solar arrays and gen-tie line could be decommissioned and dismantled. Following  
10 decommissioning and dismantling of the solar facility, the Alternative 3 site would be made available for  
11 reversion to agricultural use.

12 The Approved Project, which includes Alternative 3, is preferred over the Proposed Project  
13 because, as noted above, the Proposed Project (Alternative 1) is not feasible. Also, while the gen-tie line  
14 of the Approved Project would be nominally longer (extending 8.8 miles as opposed to the Proposed  
15 Project's 8.4 miles) that gen-tie line would, similar to the Proposed Project, be located within an existing  
16 BLM Right of Way, and the entire line would be parallel to existing and approved transmission lines.  
17 That Right of Way falls within the CDCA Plan corridor. Because the entire length of the gen-tie line  
18 outside of the solar facility would be on BLM-managed lands, the operation, maintenance and  
19 implementation of Mitigation Measures can be managed by the BLM without the need to involve various  
20 private property owners. This situation allows for greater efficiencies and assurance of implementation of  
21 Mitigation Measures than the Proposed Project.

22 4. **Alternative 4: Southern Alternative 230 kV Gen-tie Line:** Also similar to Alternative 1,  
23 Alternative 4 would include the interim agricultural-related actions, and the construction, operation,  
24 maintenance, and potential decommissioning of an up to 485 MW solar PV electrical generating facility  
25 and associated infrastructure. Alternative 4 would occupy a total of 3,647 acres and would utilize the  
26 same solar facility site location as the proposed Project. The fenced-in solar PV electric generation facility  
27  
28

1 would occupy approximately 3,587 acres on privately-owned land under the jurisdiction of the County,  
2 and approximately 334 acres located within the City of Blythe.

3 The primary difference between Alternatives 1 and 4 is the location of the 230 kV gen-tie line that  
4 extends between the solar facility site and the Colorado River Substation. The Southern Alternative's gen-  
5 tie line is the longest at 9.5 miles. Under Alternative 4, the gen-tie line would exit the southwestern  
6 portion of the solar facility site and extend approximately four miles west to the Colorado River  
7 Substation within a 125-foot ROW. To facilitate this alignment, an additional 10,000 feet of 230 kV gen-  
8 tie line would need to be built on the solar facility site extending south from the proposed substation 3 and  
9 angling west to the site boundary. The gen-tie line would continue westerly off-site across 3.4 miles of  
10 BLM-managed lands and 0.6 mile of private lands before reaching the Colorado River Substation.

11 Under this alternative, the total length of the 230 kV gen-tie line both on-site and off-site would be 9.5  
12 miles; 5.5 miles would be located on private lands within the array site boundary and 4.0 miles would be  
13 located off-site. The total area of the ROW off-site would be about 60 acres (50 acres of BLM-managed  
14 land and 10 acres of private land). The gen-tie line under this alternative would thus not parallel existing  
15 or proposed transmission lines for 3 miles, in an area that does not have existing transmission lines, in  
16 comparison to the other alternatives. Unlike the Approved Project, this Alternative would result in  
17 impacts to undisturbed lands along that 3-mile stretch. Desert Tortoise was detected for Alternative 4,  
18 while no state- or federal-listed wildlife was detected for the area of the Approved Project, and  
19 Alternative 4 includes one more ephemeral channel crossing than the Approved Project. Alternative 4  
20 would also result in greater cultural resource impacts than the Approved Project.

21 **5. Alternative 5: Reduced Acreage Alternative:** Similar to Alternative 1, Alternative 5  
22 would include the interim agricultural-related actions, and the construction, operation, maintenance, and  
23 potential decommissioning of a solar PV electrical generating facility and associated infrastructure;  
24 however, Alternative 5 would eliminate development north of I-10. In comparison to the proposed  
25 Project, Alternative 5 would reduce electrical generation from a maximum of 485 MW to a maximum of  
26 315 MW. The alternating current solar PV facility would be located on a footprint of approximately 2,476  
27 acres, reduced from 3,660 acres. The Reduced Acreage Alternative would include approximately 2,403  
28

1 acres for the solar facility and 73 acres for the 230 kV gen-tie line. Components of the Reduced Acreage  
2 Alternative that differ from the proposed Project would include the following:

3 **Solar facility site (2,403 total acres)**

- 4 • Up to two on-site substations (each approximately 90,000 square feet)
- 5 • One O&M building (approximately 3,500 square feet)
- 6 • One primary off-site access roads and several interior access roads

7 **Approximately 7.8 miles of 230 kV gen-tie transmission line**

- 8 • Approximately three miles would be located within the solar facility, which would  
9 connect all on-site substations
- 10 • Approximately 4.8 miles would extend outside of the solar facility and would be  
11 placed within a 125-foot-wide ROW and occupy 73 acres

12 The fenced-in solar PV electric generation facility would occupy approximately 2,403 acres on  
13 privately owned land (all within the County of Riverside). Similar to the proposed Project, the portion of  
14 the gen-tie line outside the solar facility site, from the southernmost substation to the Colorado River  
15 Substation, would traverse 3.8 miles of BLM-managed lands (approximately 58 acres) and approximately  
16 one mile of private land (approximately 15 acres). Similar to Alternative 1, at the end of the energy sales  
17 contract term of Alternative 5, if the utility buyer is not available for extension or another energy buyer  
18 does not emerge, the solar arrays and gen-tie line could be decommissioned and dismantled. Following  
19 decommissioning and dismantling of the solar facility, the Alternative 5 site would be made available for  
20 reversion to agricultural use.

21 *Reduced Acreage Alternative Project Facilities*

22 *230 kV Gen-tie Lines*

23 The Reduced Acreage Alternative would no longer extend a 230 kV overhead gen-tie line from an  
24 on-site substation located north of I-10, as this alternative would eliminate all development north of I-10.  
25 Therefore, the approximately 8.4-mile-long line associated with the proposed Project would be reduced  
26 under this alternative. The Reduced Acreage Alternative would construct an approximately 7.8-mile-long  
27 230 kV overhead gen-tie line from the proposed on-site substation located south of I-10 to the Colorado



1 River Substation, which is currently under construction. Approximately three miles of the gen-tie line  
2 would be located within the solar facility. Similar to the proposed Project, the Reduced Acreage  
3 Alternative 230 kV gen-tie line would also extend another 4.8 miles within a 125-foot-wide ROW from  
4 the southernmost substation to the Colorado River Substation (3.8 miles would traverse BLM-managed  
5 lands and one mile would traverse private land). The gen-tie line would run parallel to and immediately  
6 south of the 500 kV Desert Southwest Transmission Line corridor. The gen-tie line poles and foundations  
7 associated with the Reduced Acreage Alternative would be identical to those of the proposed Project.

8 *Access Road*

9 Under the Reduced Acreage Alternative, one access point to the solar facility is planned on Seeley  
10 Avenue, accessible from the Neighbours Boulevard off-ramp from I-10. The primary access road would  
11 be improved at the entrance to the site for 100 feet and would be 16 to 20 feet wide. Similar to the  
12 proposed Project, unpaved access roads within the solar field would be 12 feet wide and constructed  
13 approximately every 200 to 400 feet to allow access and maintenance of the solar panels.

14 The Reduced Acreage Alternative would not further State and County policies to the same degree  
15 as Alternative 3. The Reduced Acreage Alternative would provide the least renewable energy for delivery  
16 to the regional power grid in accordance with the California Renewables Portfolio Standard goals. It  
17 would do less to assist the State of California in complying with the mandates established by Executive  
18 Order S-14-08 requiring investor-owned utilities to purchase 33 percent of their energy portfolio from  
19 renewable energy sources by 2020. It would not fulfill the County General Plan policies to the same  
20 degree as the Approved Project, specifically, LU 15.15: "Permit and encourage, in an environmentally  
21 and fiscally responsible manner, the development of renewable energy resources and related  
22 infrastructure, including but not limited to, the development of solar power plants in the County of  
23 Riverside.

24 The Reduced Acreage Alternative would also not fully meet the objectives for the Project.  
25 Specifically, the Reduced Acreage Alternative would produce only up to 315 MW, versus 485 MW,  
26 thereby failing to meet one of the Applicant's basic objectives. The Reduced Acreage Alternative will also  
27 have less of a beneficial contribution in helping California achieve its Renewables Portfolio Standard

1 goals and on reducing net GHG emissions. Namely, California's objectives mandated by Senate Bill (SB)  
2 1078 (California Renewable Portfolio Standard Program), (ii) AB 32 (California Global Warming  
3 Solutions Act of 2006), and (iii) other local mandates adopted by the state's municipal electric utilities to  
4 meet the requirements for the long the wholesale purchase of renewable electric energy for distribution to  
5 their customers.

6 The Reduced Acreage Alternative would result in proportionately reduced impacts for a number of  
7 resources including: agriculture, biological resources, cultural resources, geology and soils, hazards and  
8 hazardous materials, hydrology and water quality, noise, paleontological resources, traffic and  
9 transportation. However, the level of significance of these impacts would be the same under this  
10 alternative as for the Approved Project because these are all project impacts that are less than significant  
11 with mitigation. The Reduced Acreage Alternative would result in more consumption of fossil fuel based  
12 energy as it would produce up to 170 MW less renewable energy for consumption in Southern California  
13 than the Approved Project. The Reduced Acreage Alternative would also result in also result in less net  
14 reduction of GHG emissions because it would produce less renewable energy, and so would have overall  
15 greater impacts on GHG emissions than the Approved Project. Under the Reduced Acreage Alternative,  
16 overall construction and decommissioning emissions would be lessened, but maximum daily PM<sub>10</sub>  
17 emissions would remain similar as they are under the Approved Project.

## 18 SECTION VII

### 19 CONSISTENCY WITH GENERAL PLAN

20 Through the imposition of conditions of approval, project design, Best Management Practices, and  
21 mitigation measures, the Approved Project is consistent with Land Use Policies of the "Agriculture" and  
22 "Rural Community: Estate Density Residential" land use designations, and the Approved Project is  
23 consistent with these land use designations.

24 The Board adopts the discussion of General Plan consistency contained in the EIR/EA and in staff  
25 reports. Some of the salient General Plan policies discussed in those documents are as follows:

- 26 a. Requires submittal of certain proposed actions to the Riverside County Airport Land Use  
27 Commission for review. Such actions include proposed amendments to the general plan, area  
28

1 plans, or specific plans, as well as proposed revisions to the zoning ordinance and building codes  
2 (General Plan Policy LU 1.8).

3 b. Provide a broad range of land uses, including a range of residential, commercial, business,  
4 industry, open space, recreation and public facility uses (General Plan Policy LU 2.1).

5 c. Ensure that development does not exceed the ability to adequately provide supporting  
6 infrastructure and services (General Plan Policy LU 5.1).

7 d. Require land uses to develop in accordance with the Riverside County General Plan (RCGP) and  
8 area plans to ensure compatibility and minimize impacts (General Plan Policy LU 6.1)

9 e. Public facilities shall also be allowed in any other land use designation except for the Open Space-  
10 Conservation and Open Space- Conservation Habitat land use designations. For purposes of this  
11 policy, a public facility shall include all facilities operated by the federal government, the State of  
12 California, the County of Riverside, any special district governed by the County of Riverside or  
13 any city, and all facilities operated by any combination of these agencies (General Plan Policy LU  
14 6.2).

15 f. Accommodate the development of a balance of land uses that maintain and enhance the County's  
16 fiscal viability, economic diversity and environmental integrity (General Plan Policy LU 7.1).

17 g. Provide for the permanent preservation of open space lands that contain important natural  
18 resources, hazards, water features, watercourses, and scenic and recreational values (General Plan  
19 Policy LU 8.1)

20 h. Require that development protect environmental resources by compliance with the Multipurpose  
21 Open Space Element of the RCGP and federal and state regulations such as CEQA, NEPA, the  
22 Clean Air Act, and the Clean Water Act (General Plan Policy LU 8.2).

23 i. Require that new development contribute their fair share to fund infrastructure and public facilities  
24 such as police and fire facilities (General Plan Policy LU 9.1).

25 j. Preserve and protect outstanding scenic vistas and visual features for the enjoyment of the  
26 traveling public (General Plan Policy LU 13.1)

- 1 k. Require new or relocated electric or communication distribution lines, which would be visible  
2 from Designated and Eligible State and County Scenic Highways, to be placed underground  
3 (General Plan Policy LU 13.5).
- 4 l. Locate new and relocated utilities underground when possible. All remaining utilities shall be  
5 located or screened in a manner that minimizes their visibility by the public (General Plan Policy  
6 C 25.2).
- 7 m. Permit and encourage, in an environmentally and fiscally responsible manner, the development of  
8 renewable energy resources and related infrastructure, including but not limited to, the  
9 development of solar power plants in the County of Riverside (General Plan Policy LU 15.15)
- 10 n. Permit and encourage the use of passive solar devices and other state-of-the-art energy resources  
11 (General Plan Policy OS 11.3).
- 12 o. Ensure that no structures or activities encroach upon or adversely affect the use of navigable  
13 airspace (General Plan Policy LU 14.7).
- 14 p. Encourage conservation of productive agricultural lands. Preserve prime agricultural lands for  
15 high-value crop production (General Plan Policy LU 16.4).

16 The Approved Project is located within the County's Agriculture" and "Rural Community: Estate  
17 Density Residential" land use designations. The County's General Plan Policies do not forbid  
18 development. The Approved Project is a conditionally permitted use under the W-2-10, W-2-5, and A-1-  
19 10 zones. It would be authorized pursuant to the approval of a CUP in compliance with Riverside County  
20 Board of Supervisor's Policy B-29.

21 Here, substantial evidence in the record – including the following – demonstrates that the  
22 Approved Project is consistent with the County's General Plan Policies:

- 23 • I-10 has been identified by the County of Riverside as eligible for designation as a scenic corridor;  
24 however, it is not a State- or County-designated scenic highway. The solar facility would be  
25 consistent with visual policies contained in the RCGP (2003) and the Palo Verde Valley Area Plan  
26 (PVVAP) (2008). The RCGP and the PVVAP both contain policies to protect the scenic quality of  
27 views from designated and eligible scenic highways. The proposed 34.5 kV distribution lines

1 would be placed above-ground along Hobson Way, which would be within view from a scenic  
2 highway. The distribution lines are consistent with the Riverside County General Plan Policies LU  
3 13.5 and C 25.2 because such policies require only preservation of existing areas that are not  
4 currently occupied by utility lines. Here, the distribution lines would be parallel to existing  
5 distribution lines and therefore consistent with these policies.

- 6 • Implementation of the Approved Project would result in the construction of solar facilities, and  
7 related facilities. Accordingly, there would be a temporary loss of agricultural uses in the  
8 Approved Project area. The Applicant would continue agricultural operations in areas of the  
9 Project area that are proposed to be developed during later phases. This would slow the  
10 conversion of agricultural lands; however, the Approved Project would ultimately construct solar  
11 arrays and ancillary facilities over the entire site. The Approved Project does not propose to pave,  
12 remove, or significantly alter the agricultural soil that currently exists at the Approved Project  
13 area. Rather, the solar panels would be built atop the relatively flat soil lots, leaving the farming  
14 soil relatively undisturbed and available for crop cultivation at the end of the Approved Project's  
15 life, should the parcels revert to agricultural land. Implementation of Mitigation Measure  
16 Agriculture-1 would provide various options for the Applicant to reduce the severity of the impact  
17 of the temporary loss of Important Farmland, resulting in a less than significant impact and further  
18 assuring consistency with General Plan agricultural policies.
- 19 • The Approved Project and a portion of the gen-tie line would be on private land zoned by  
20 Riverside County as Light Agriculture (A-1-10) and land zoned by the City of Blythe as  
21 Agriculture (A); the gen-tie line that would traverse BLM-managed land is not zoned for  
22 agricultural uses. With implementation of the Approved Project, land zoned for agricultural uses  
23 would be subjected to solar uses allowed as conditional uses in such zones.
- 24 • Construction and operation of the O&M buildings, substations, and equipment pads would create  
25 new areas of impermeable surfaces that could potentially interfere with groundwater recharge;  
26 however, the new impermeable surfaces would be minimal in comparison to the total solar  
27 facility area which would be left in a pervious condition and would not significantly interfere  
28

1 with groundwater recharge. Water supplies required for construction, operation, and maintenance  
2 of the Approved Project would be provided by Palo Verde Irrigation District (PVID) water  
3 entitlements that currently support the agricultural operations on-site; these operations are not  
4 currently supported by groundwater wells. The Water Supply Assessment conducted for the  
5 Project determined that adequate water supplies exist to serve the Project over the life of the  
6 Project (construction, operation and maintenance, and decommissioning). Because of the  
7 similarities of the Approved Project to the Project, those conclusions also apply to the Approved  
8 Project. The great majority of water for the Approved Project (i.e., all of the non-potable water)  
9 would not be delivered by a public water system or using public water system connections. The  
10 Approved Project would use existing water infrastructure that currently delivers irrigation water  
11 from the PVID. Riverside County Community Service Area #122 (CSA #122) has substantiated  
12 its intention to provide this potable supply by issuing a will-serve letter (October 26, 2012 c/o  
13 Steve H. Jones – Manager) for the Approved Project’s limited potable water needs. CSA #122  
14 has provided a will-serve letter for the small amount (up to 150 gallons per day) of potable water  
15 for the two O&M buildings. The Approved Project would result in a beneficial increase in  
16 available PVID water supply due to the reduction in water demand for the Approved Project  
17 compared to existing agricultural use. The Approved Project is consistent with the General  
18 Plan’s policies relating to hydrology and water supply.

19 Accordingly, as confirmed by substantial evidence in the record and as stated in the EIR prepared  
20 and circulated for the Project, the Approved Project "is consistent with the County’s Agriculture” and  
21 “Rural Community: Estate Density Residential” land use designations of the Riverside County General  
22 Plan." The design features of the Approved Project, as well as its compliance with applicable laws,  
23 ordinances, regulations, and standards, and the use of industry standard operating procedures (e.g.,  
24 WECC) would avoid or reduce impacts related to construction and operation of the Approved Project.

25 The Approved Project is also consistent with the spirit and intent of the General Plan as a whole.  
26 Guidance issued by the Governor's Office of Planning and Research (General Plan Guidelines, 2003, p.  
27

1 164) confirms that a project is properly found consistent with an applicable general plan if the project will  
2 further the overall objectives and policies of the general plan and not obstruct their attainment.

3 The Approved Project is consistent with and will further the overall objectives and policies of the  
4 General Plan as a whole. The County has adopted County-wide policies that are specific to solar  
5 resources, such as those provided by the Project. General Plan Policy LU 15.15 specifically states:  
6 "Permit and encourage in an environmentally and fiscally responsible manner, the development of  
7 renewable energy resources and related infrastructure, including but not limited to, the development of  
8 solar power plants in the County of Riverside." The Approved Project is consistent with the General  
9 Plan's encouragement of the development of solar plants.

10 Additionally, General Plan Policy LU 8.2 states: "Require that development protect environmental  
11 resources by compliance with the Multipurpose Open Space Element of the General Plan and Federal and  
12 State regulations such as CEQA, NEPA, the Clean Air Act, and the Clean Water Act." The Approved  
13 Project has undergone comprehensive CEQA, NEPA, and related environmental review as part of the  
14 County's consideration of the Approved Project. Moreover, the construction of the Approved Project (a  
15 solar power plant) will reduce the region's reliance on electricity generated by fossil fuels as well as the  
16 pollutants that fossil fuel-dependent generation creates. Accordingly, the Approved Project is consistent  
17 with and furthers this policy as well.

## 18 SECTION VIII

### 19 CERTIFICATION OF THE EIR/EA

20 The County and its Board of Supervisors have reviewed and considered the EIR/EA in evaluating  
21 the Approved Project. The Board certifies that the EIR/EA is an accurate and objective statement that has  
22 been prepared in compliance with the Public Resources Code and the CEQA Guidelines. The EIR/EA,  
23 reflects the independent judgment of the Board of Supervisors. The Board of Supervisors consequently  
24 certifies the EIR/EA.

25 The Board of Supervisors declares that no new significant information as defined by CEQA  
26 Guidelines section 15088.5 has been discovered or received by the County that would require  
27 recirculation. While additional information has been included in the Final EIR/EA, and in materials

1 presented to the County and to the Board of Supervisors after the Draft EIR/EA was circulated, that  
2 additional information clarifies or amplifies an adequate EIR and does not show significant new  
3 information. Specifically, the additional information does not show that:

4 (1) A new significant environmental impact would result.

5 (2) A substantial increase in the severity of an environmental impact would result.

6 (3) A feasible project alternative or mitigation measure considerably different from others  
7 previously analyzed would clearly lessen the significant environmental impacts, but the project's  
8 proponents decline to adopt it.

9 (4) The Draft EIR/EA was so fundamentally and basically inadequate and conclusory in nature  
10 that meaningful public review and comment were precluded.

11 Based on the foregoing, and having reviewed the information contained in the Final EIR/EA and  
12 in the record of these proceedings, including the comments on the Draft EIR/EA and the responses  
13 thereto, staff reports, and the other above-described information, the Board of Supervisors finds that no  
14 significant new information has been added since public notice was given of the availability of the Draft  
15 EIR that would require recirculation.

16 The Board accordingly certifies that its findings are based on full appraisal of all of the evidence  
17 contained in the EIR/EA, as well as the evidence and other information in the record addressing the  
18 EIR/EA.

## 19 SECTION IX

### 20 ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM

21 Pursuant to Public Resources Code section 21081.6, the Board of Supervisors adopts the  
22 Mitigation Monitoring and Reporting Program attached to this Resolution as Exhibit "A" and  
23 incorporated herein by reference. In the event any inconsistencies between the mitigation measures as set  
24 forth herein and the Mitigation Monitoring and Reporting Program, the Mitigation Monitoring and  
25 Reporting Program shall control. References in the Mitigation Monitoring and Reporting Program to the  
26 "Project" shall be deemed to be references to the Approved Project.



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**SECTION X**

**PROJECT APPROVAL**

Based upon the entire administrative record before the Board of Supervisors, including the above findings and all written and oral evidence presented during the administrative process, the Board of Supervisors hereby approves the Approved Project which includes Conditional Use Permit No. 3685, Public Use Permit No. 913, Change of Zone application CZ No. 7831, and Development Agreement No. 79.

**SECTION XI**

**CUSTODIAN OF THE RECORD**

The custodians of the documents and materials that constitute the record on which this decision is based are the Clerk of the Board of Supervisors and the County Planning Department. These documents and materials are located at 4080 Lemon Street, Riverside, California. This information is provided in compliance with Public Resources Code section 21081.6.

**SECTION XII**

**STAFF DIRECTION**

The Board of Supervisors hereby directs staff to prepare, execute, and file a Notice of Determination with the Riverside County Clerk's Office and the Office of Planning and Research within five (5) working days of adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the Board of Supervisors held on the 12th day of May, 2015.

**ROLL CALL:**

- Ayes:                      Jeffries, Washington, Benoit and Ashley
- Nays:                        None
- Absent:                      Tavaglione

1 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on  
2 the date therein set forth.

3  
4 KECIA HARPER-IHEM, Clerk of said Board

5 By  \_\_\_\_\_

6 Deputy  
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RESOLUTION NO. 2015-057

EXHIBIT A

2015-0255608

06/16/2015 04:24 PM Fee: \$ 0.00

Page 1 of 63

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County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



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Clerk, Board of Supervisors  
County of Riverside

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Riverside County Planning Director  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501

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DEVELOPMENT AGREEMENT NO. 79

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND RENEWABLE RESOURCES GROUP LLC, GILA FARM LAND LLC,

WOODSPUR FARMING LLC and JESUS AND TERESA RIVERA

May 12, 2015 3-53

**TABLE OF CONTENTS**

RECITALS ..... 1

COVENANTS ..... 2

1. DEFINITIONS AND EXHIBITS .....2

    1.1 Definitions .....2

        1.1.1 “Agreement” .....2

        1.1.2 “Base Payment” .....2

        1.1.3 “COUNTY” .....2

        1.1.4 “Development” .....2

        1.1.5 “Development Approvals” .....3

        1.1.6 “Development Exaction” .....3

        1.1.7 “Development Plan” .....3

        1.1.8 “Effective Date” .....3

        1.1.9 “Existing Development Approvals” .....3

        1.1.10 “Existing Land Use Regulations” .....3

        1.1.11 “Fiscal Year” .....4

        1.1.12 “Land Use Regulations” .....4

        1.1.13 “Local Sales and Use Taxes” .....4

        1.1.14 “Mortgagee” .....4

        1.1.15 “OWNER” .....4

        1.1.16 “Project” .....4

1.1.17	“Property”	4
1.1.18	“Reservations of Authority”	4
1.1.19	“Solar Power Plant”	4
1.1.20	“Solar Power Plant Net Acreage”	4
1.1.21	“Subsequent Development Approvals”	5
1.1.224	“Subsequent Land Use Regulations”	5
1.1.23	“Transfer”	5
1.2	Exhibits	5
2.	GENERAL PROVISIONS	6
2.1	Binding Effect of Agreement	6
2.2	Ownership of Property	6
2.3	Term	6
2.4	Transfer	6
2.4.1	Right of Transfer	6
2.4.2	Release of Transferring Owner	6
2.4.3	Subsequent Assignment	7
2.5	Amendment or Cancellation of Agreement	7
2.6	Termination	7
2.7	Notices	8
3.	DEVELOPMENT OF THE PROPERTY	10
3.1	Rights to Develop	10
3.2	Effect of Agreement on Land Use Regulations	10
3.3	Timing of Development	10

3.4	Phasing Plan .....	10
3.5	Changes and Amendments .....	11
3.6	Reservations of Authority .....	11
3.6.1	Limitations, Reservations and Exceptions .....	11
3.6.2	Subsequent Development Approvals .....	12
3.6.3	Modification or Suspension by State or Federal Law .....	13
3.6.4	Intent .....	13
3.7	Public Works .....	13
3.8	Provision of Real Property Interests by COUNTY .....	13
3.9	Regulation by Other Public Agencies .....	13
3.10	Tentative Tract Map Extension .....	14
3.11	Vesting Tentative Maps .....	14
4.	PUBLIC BENEFITS .....	14
4.1	Intent .....	14
4.2	Annual Public Benefit Payment .....	14
4.2.1	Initial Annual Public Benefit Payment .....	14
4.2.2	Subsequent Annual Public Benefit Payments .....	15
4.2.3	Suspension of Power Production .....	15
4.2.4	Continuation of Payments .....	15
4.2.5	Limited Third Party Beneficiary .....	15
4.3	Local Sales and Use Taxes .....	15
4.4	Development Impact Fees .....	16
5.	FINANCING OF PUBLIC IMPROVEMENTS .....	16

6.	REVIEW FOR COMPLIANCE .....	18
6.1	Annual Review .....	18
6.2	Special Review .....	18
6.3	Procedure .....	18
6.4	Proceedings Upon Modification or Termination .....	18
6.5	Hearing on Modification or Termination .....	19
6.6	Certificate of Agreement Compliance .....	19
7.	INCORPORATION AND ANNEXATION .....	19
7.1	Intent .....	19
7.2	Incorporation .....	19
7.3	Annexation .....	19
8.	DEFAULT AND REMEDIES .....	20
8.1	Remedies in General .....	20
8.2	Specific Performance .....	20
8.3	General Release .....	20
8.4	Termination or Modification of Agreement for Default of OWNER .....	21
8.5	Termination of Agreement for Default of COUNTY .....	21
8.6	Attorneys' Fees .....	21
9.	THIRD PARTY LITIGATION .....	21
9.1	General Plan Litigation .....	21
9.2	Third Party Litigation Concerning Agreement .....	22
9.3	Indemnity .....	22
9.4	Environment Assurances .....	22



9.5	Reservation of Rights .....	22
9.6	Survival .....	23
10.	MORTGAGEE PROTECTION .....	23
11.	MISCELLANEOUS PROVISIONS .....	24
11.1	Recordation of Agreement .....	24
11.2	Entire Agreement .....	24
11.3	Severability .....	24
11.4	Interpretation and Governing Law .....	24
11.5	Section Headings .....	24
11.6	Gender and Number .....	24
11.7	Joint and Several Obligations .....	25
11.8	Time of Essence .....	25
11.9	Waiver .....	25
11.10	No Third Party Beneficiaries .....	25
11.11	Force Majeure .....	25
11.12	Mutual Covenants .....	25
11.13	Successors in Interest .....	25
11.14	Counterparts .....	25
11.15	Jurisdiction and Venue .....	25
11.16	Project as a Private Undertaking .....	26
11.17	Further Actions and Instruments .....	26
11.18	Eminent Domain .....	26
11.19	Agent for Service of Process .....	26

11.20 Designation of COUNTY Officials .....27

11.21 Authority to Execute ..... 27

SIGNATURES .....27

DEVELOPMENT AGREEMENT NO. 79

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### COVENANTS

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

#### 1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "C" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" -- Solar Power Plant.

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

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

Exhibit "H" -- Annual Review Template

## 2. GENERAL PROVISIONS.

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

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

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

### 2.4 Transfer.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

2.7 Notices.

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

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

If to COUNTY:

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

with copies to:

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

and

Planning Director  
Transportation and Land Management Agency

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

and

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

If to OWNER:

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

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

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

Jesus and Teresa Rivera  
1525 South Fern Ave.  
Ontario, CA 91762

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

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

### 3. DEVELOPMENT OF THE PROPERTY.

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

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

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

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

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

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

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

### 3.6 Reservations of Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. PUBLIC BENEFITS.

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

#### 4.2 Annual Public Benefit Payments.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. FINANCING OF PUBLIC IMPROVEMENTS.

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

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

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

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

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

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

## 6. REVIEW FOR COMPLIANCE.

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

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

### 6.3 Procedure.

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

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

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

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

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

- (a) The time and place of the hearing;
- (b) A statement as to whether or not COUNTY proposes to terminate or to modify the Agreement; and,
- (c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

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

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

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

## 7. INCORPORATION AND ANNEXATION.

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

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

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

## 8. DEFAULT AND REMEDIES.

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

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

- (a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- (b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or
- (c) Arising out of or connected with any dispute, controversy or issue regarding the application, validity, interpretation or effect of the provisions of this Agreement.

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

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

- (a) Money damages are unavailable against COUNTY as provided in Section 8.1 above.
- (b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

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

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

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

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

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

## 9. THIRD PARTY LITIGATION.

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

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

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

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

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

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

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

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



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

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

#### 10. MORTGAGEE PROTECTION.

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

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

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

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

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

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

## 11. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF RIVERSIDE

Dated:

By: *Marion Ashley*  
MARION ASHLEY

Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

By: *Kareubayton*

Deputy

(SEAL)



FORM APPROVED COUNTY COUNSEL

BY: *Tiffany N. North* *Stetis*  
TIFFANY N. NORTH DATE

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

OWNER:

RENEWABLE RESOURCES GROUP LLC

Dated:

By: 

Print Name and Title: J. ARI SWILLER, MEMBER

By: 

Print Name and Title: D. COLE PRATES, MEMBER

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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 5/16/2015 before me, Brenda L. Cabrera, notary public,  
(Here insert name and title of the officer)

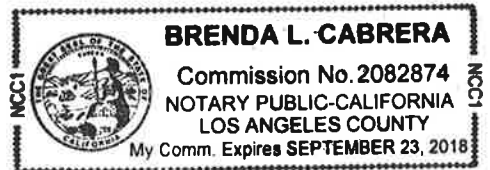
personally appeared Jacob Arjen Swiller,  
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose  
name(~~s~~)~~is~~are subscribed to the within instrument and acknowledged to me that  
~~he~~she/they executed the same in ~~his~~her/their authorized capacity(~~ies~~), and that by  
~~his~~her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of  
which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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State of California }

County of Los Angeles }

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(Here insert name and title of the officer)

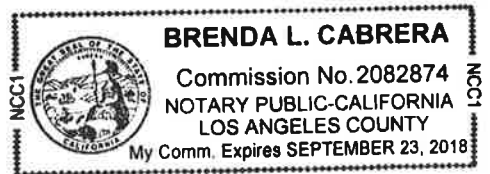
personally appeared Duncan Cole Frates,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(s)~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

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(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

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- Securely attach this document to the signed document with a staple.



OWNER:

GILA FARM LAND LLC

By Renewable Resources Group LLC, its operating member

Dated:

By:  \_\_\_\_\_

Print Name and Title: J. ARI SWILLER, MEMBER

By:  \_\_\_\_\_

Print Name and Title: D. COLE PRATES, MEMBER

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State of California }

County of Los Angeles }

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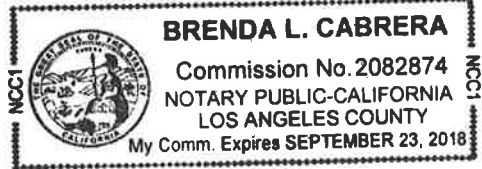
personally appeared Jacob Argen Swiller,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

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(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

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State of California }

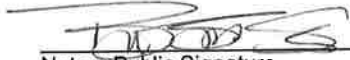
County of Los Angeles }

On 5/7/2015 before me, Brenda L. Cabrera, notary public,  
(Here insert name and title of the officer)

personally appeared Duncan Cole Frates,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

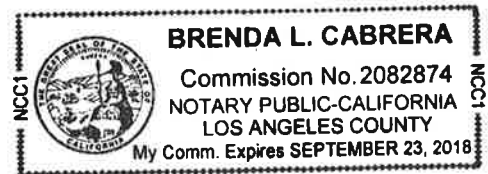
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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OWNER:

WOODSPUR FARMING LLC

Dated:

By: 

Print Name and Title: J. ARI SWILLER, MEMBER

By: 

Print Name and Title: D. COLE FRATES, SECRETARY

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County of Los Angeles }

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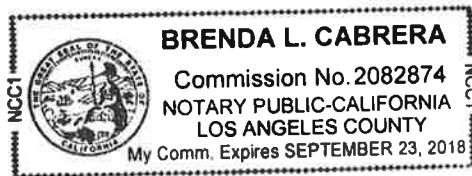
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CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

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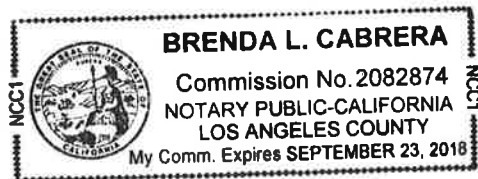
personally appeared Duncan Cole Frates,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



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Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

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OWNER:

JESUS AND TERESA RIVERA

Dated:

By: Jesus Rivera

Print Name: Jesus Rivera

By: Teresa Rivera

Print Name: Teresa Rivera

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STATE OF CALIFORNIA }

COUNTY OF San Bernardino }

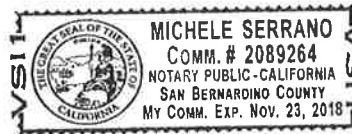
On 5/7/2015 before me, Michele Serrano Notary Public,  
Date (here insert name and title of the officer)

personally appeared Jesus Rivera and Teresa Rivera

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.



Signature: Michele Serrano (Seal)

\_\_\_\_\_ OPTIONAL \_\_\_\_\_

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_



Development Agreement No. 79

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

**EXHIBIT "A"**

Page 1 of 4

**DEVELOPMENT AGREEMENT NO. 79**

**AREA 1**

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

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

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

CONTAINING 641.80 ACRES, MORE OR LESS.

**AREA 2**

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

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

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

**EXHIBIT "A"**

Page 2 of 4

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

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

CONTAINING 1773.89 ACRES, MORE OR LESS.

**AREA 3**

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

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

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

**EXHIBIT "A"**

Page 3 of 4

CONTAINING 109.44 ACRES, MORE OR LESS.

**AREA 4**

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

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

CONTAINING 1,128.10 ACRES, MORE OR LESS.

**AREA 5**

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

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

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

CONTAINING 21.04 ACRES, MORE OR LESS.

**EXHIBIT "A"**

Page 4 of 4

**AREA 6**

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

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


CONTAINING 78 ACRES, MORE OR LESS.

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

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

PREPARED BY:



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

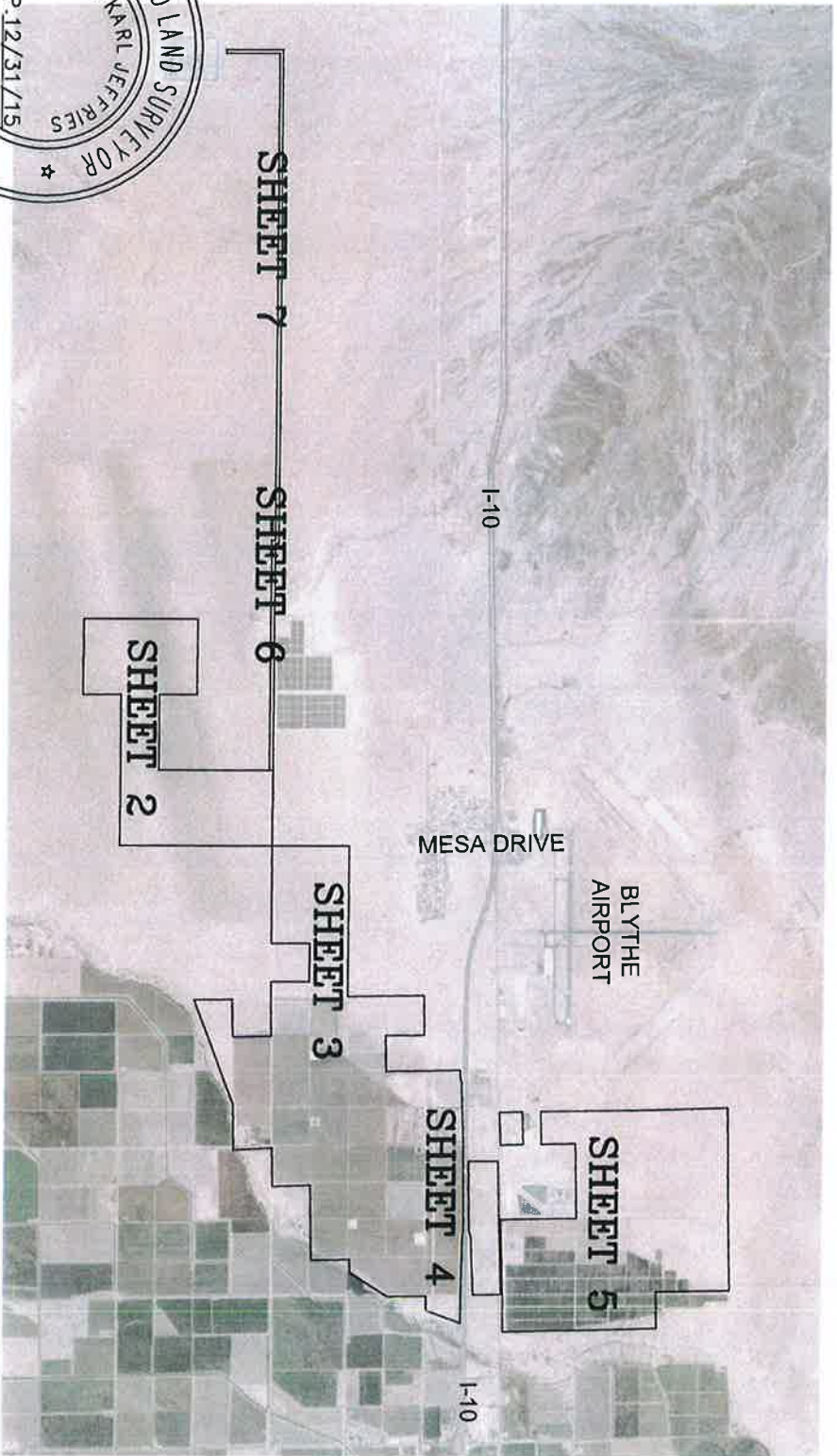
  
DATE

Development Agreement No. 79

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

**EXHIBIT "B"**



*John Karl Jeffries*

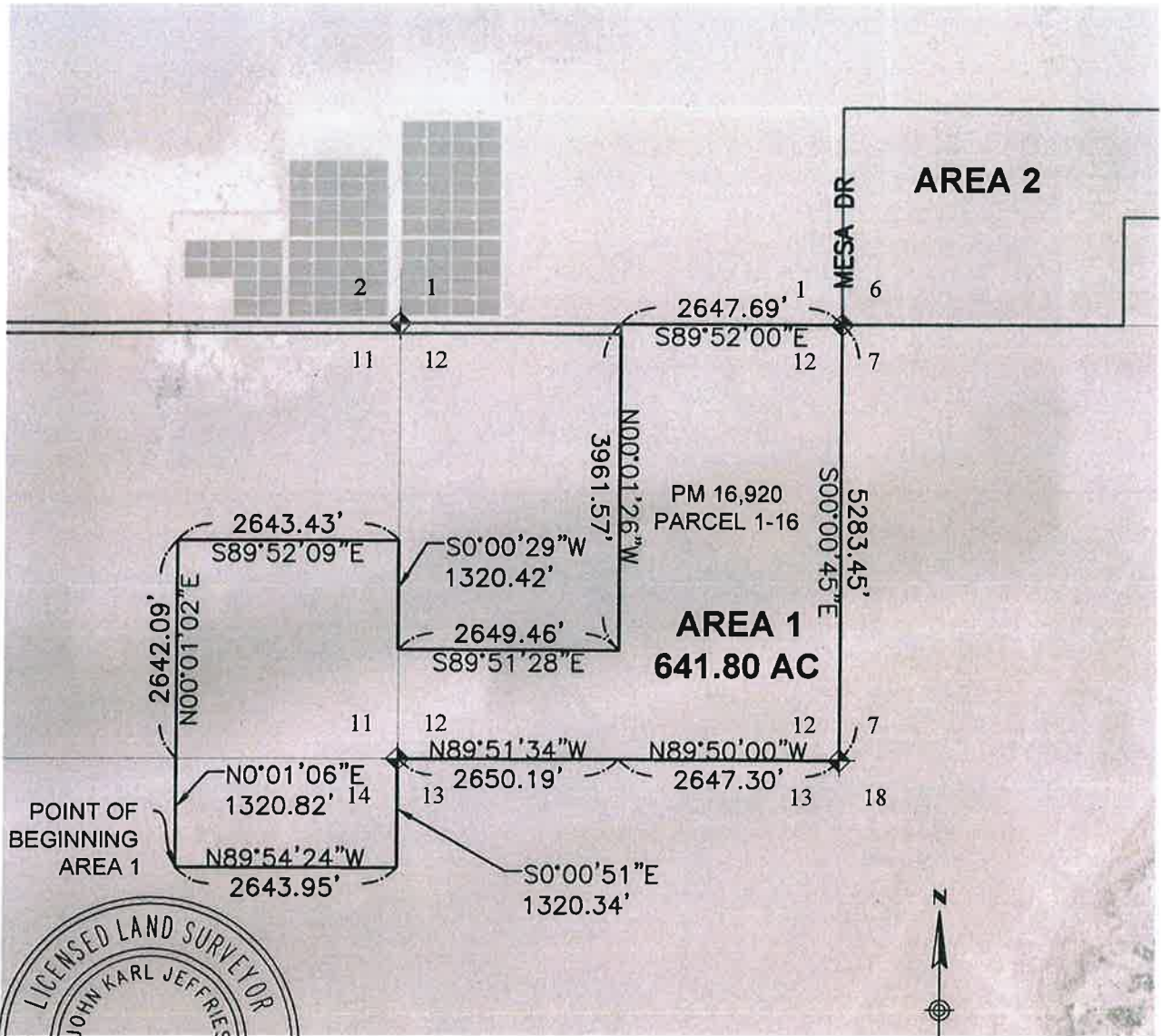
PROJECT NO. 17300

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

**BLYTHE MESA  
SOLAR PROJECT**  
SITE MAP

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

**EXHIBIT "B"**



*John Karl Jeffries*



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PROJECT NO. 17300



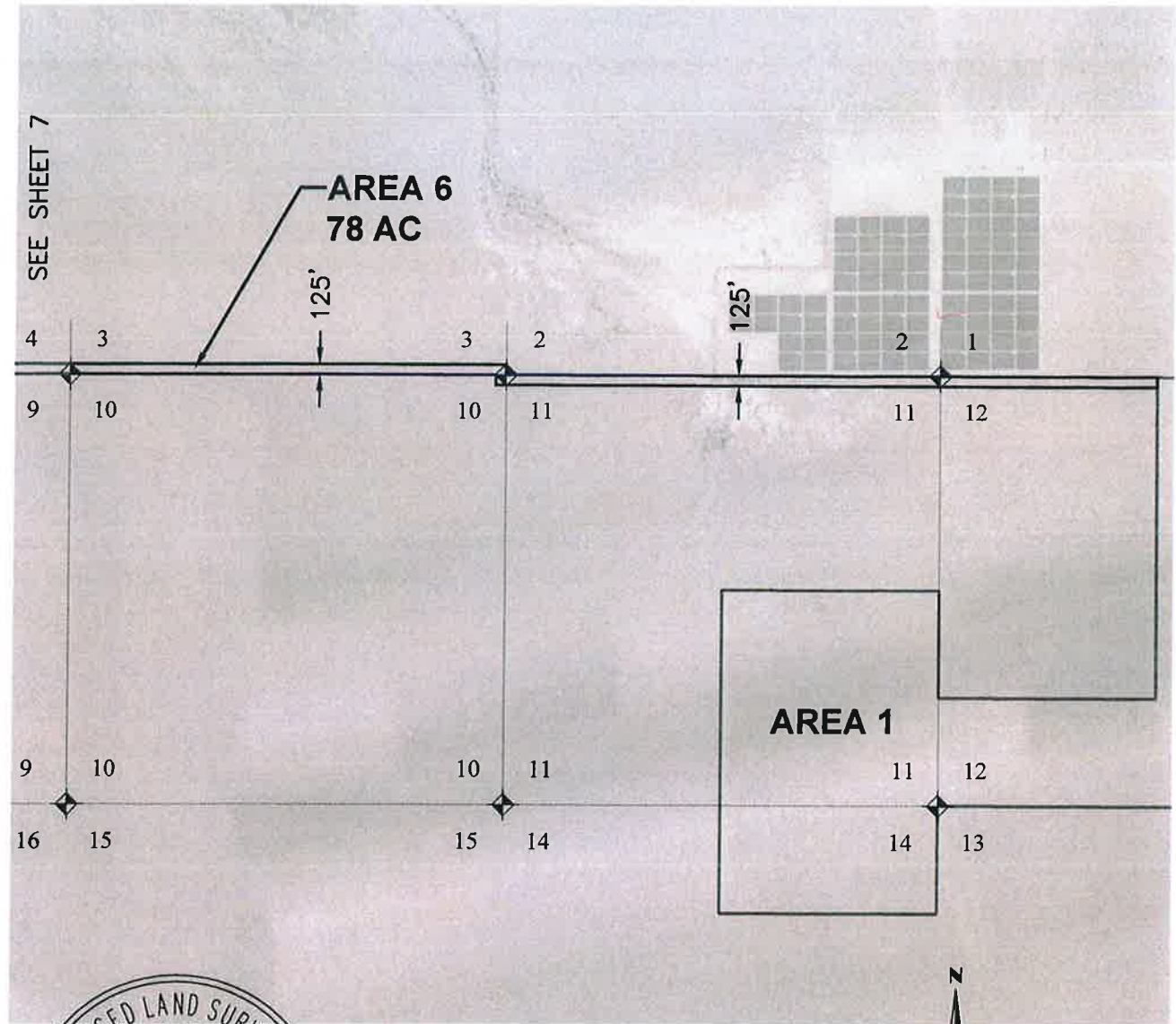
2525 EAST BIDWELL STREET  
FOLSOM, CA 95630  
916.638.8200  
(FAX)916.934.5144

**BLYTHE MESA  
SOLAR PROJECT**  
EXHIBIT

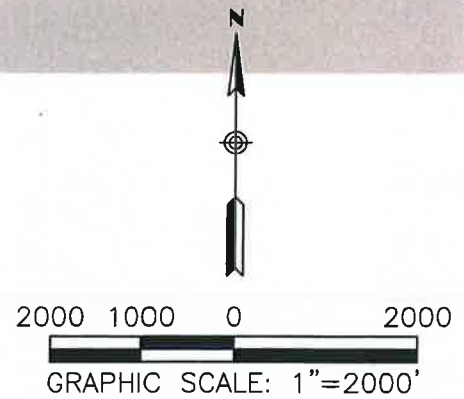
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CHECKED BY: JJ
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SHEET 2 OF 7



**EXHIBIT "B"**



*John Karl Jeffries*



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PROJECT NO. 17300

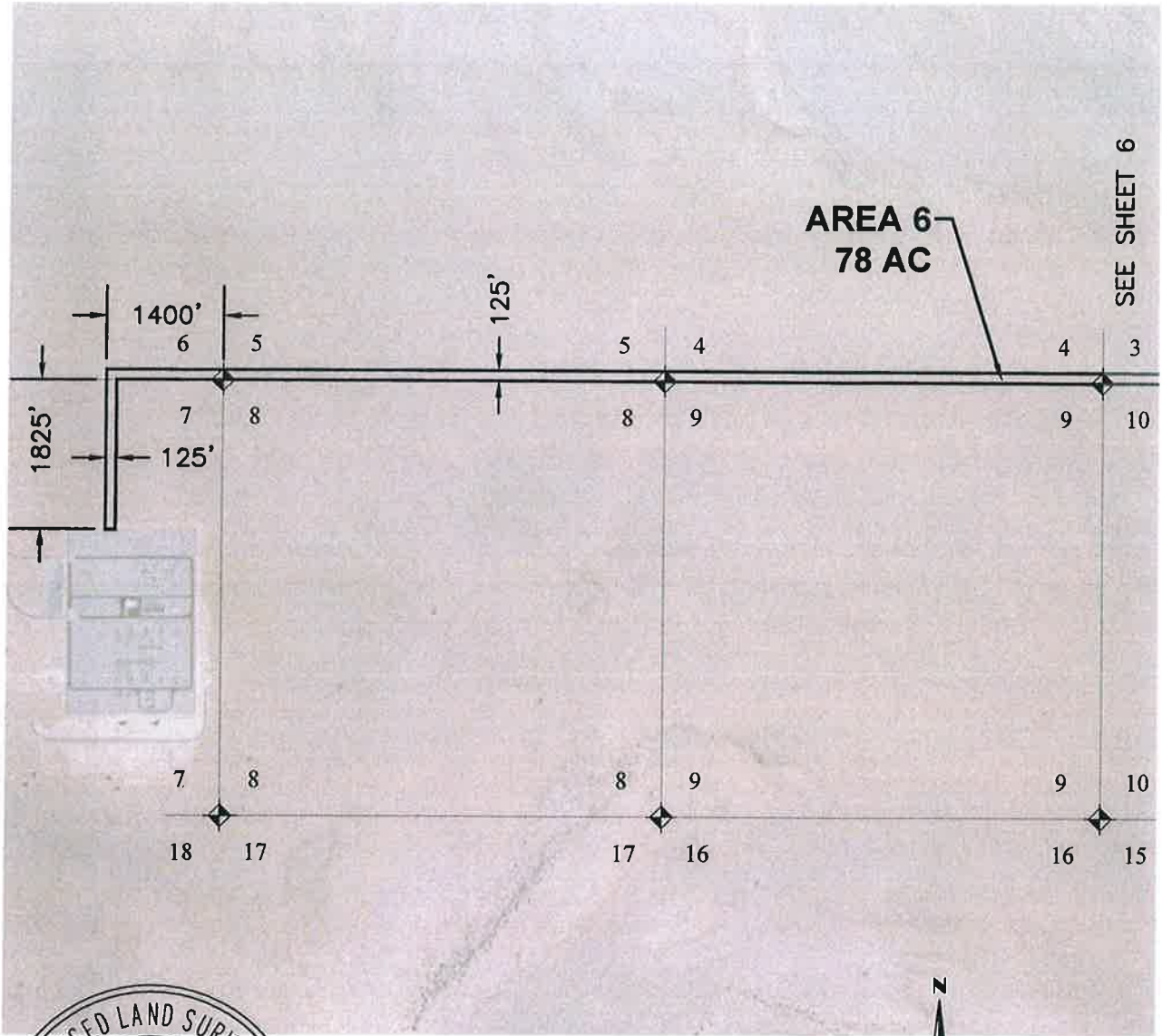


2525 EAST BIDWELL STREET  
 FOLSOM, CA 95630  
 916.638.8200  
 (FAX)916.934.5144

**BLYTHE MESA  
 SOLAR PROJECT**  
 EXHIBIT

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

EXHIBIT "B"

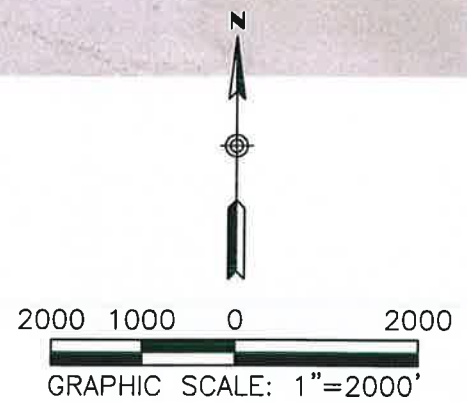


SEE SHEET 6

AREA 6  
78 AC



*John Karl Jeffries*



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PROJECT NO. 17300



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

**BLYTHE MESA  
SOLAR PROJECT**

EXHIBIT

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

Development Agreement No. 79

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Specific Plan

Zoning

Change of Zone No. 7831

Conditional Use Permit No. 3685

Public Use Permit No. 913

Land Divisions

Other Development Approvals

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

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

Development Agreement No. 79

EXHIBIT D

EXISTING LAND USE REGULATIONS

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

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

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

## Development Agreement No. 79

### EXHIBIT "E"

#### SOLAR POWER PLANT

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

The Project would consist of the following components:

#### **Solar facility site (3,397.62 total acres)**

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

#### **Approximately 8.4 miles of 230 kV gen-tie transmission line**

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

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

Development Agreement No. 79

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

**Solar Power Plant Net Acreage Calculation**

**Unit 1**

Private Land Gross Acreage	912.76
Private Land Net Acreage	860.84
BLM Row	78
<b>Unit 1 Net Acreage Subtotal</b>	<b>938.84</b>

**Unit 2**

Private Land Gross and Net Acreage	232.92
<b>Unit 2 Net Acreage Subtotal</b>	<b>232.92</b>

**Unit 3**

Private Land Gross and Net Acreage	610.08
<b>Unit 3 Net Acreage Subtotal</b>	<b>610.08</b>

**Unit 4**

Private Land Gross Acreage	277.72
Private Land Net Acreage	257.96
<b>Unit 4 Net Acreage Subtotal</b>	<b>257.96</b>

**Unit 5**

Private Land Gross Acreage	1476.79
Private Land Net Acreage	1357.82
<b>Unit 5 Net Acreage Subtotal</b>	<b>1357.82</b>

**Solar Power Plant Net Acreage**

Sum of Unit 1-4 Net Acreage Subtotals	<b>3397.62</b>
---------------------------------------	----------------

Development Agreement No. 79

EXHIBIT "G"

APPLICABLE COUNTY DEVELOPMENT IMPACT FEES

I. Development Impact Fees- Ordinance No. 659

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

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



Development Agreement No. 79

EXHIBIT "H"

ANNUAL REVIEW REPORT TEMPLATE

**ANNUAL REVIEW REPORT – SOLAR POWER PLANT PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

\* \* \*

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

Signature of Developer/Owner: \_\_\_\_\_

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

\* \* \*

[TO BE COMPLETED BY COUNTY]

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

TLMA Director: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **MITIGATION, MONITORING AND REPORTING PROGRAM**

The County of Riverside (County) will adopt this Mitigation Monitoring and Reporting Program (MMRP) in accordance with Public Resources Code (PRC) Section 21081.6 and Section 15097 CEQA Guidelines. As a condition of approval of the Bureau of Land Management's (BLM's) Right of Way Grant, the BLM will adopt this MMRP in order to mitigate identified environmental impacts. The purpose of the MMRP is to ensure that the Project, which is the subject of the Final EIR/EA, comply with all applicable environmental mitigation requirements. The mitigation measures for the Project will be adopted by the County, in conjunction with the adoption of the Final EIR/EA. The mitigation measures have been integrated into this MMRP. Within this document, the approved mitigation measures are organized and referenced by subject category. The mitigation measures are provided in the table. The specific mitigation measures are identified, as well as the monitoring method, responsible monitoring party, monitoring phase, verification/approval party, date mitigation measure verified or implemented, location of documents (monitoring record), and completion requirement for each mitigation measure.

The mitigation measures applicable to the Project include avoiding certain impacts altogether, minimizing impacts by limiting the degree or magnitude of the action and its implementation, and/or reducing or eliminating impacts over time by maintenance operations during the life of the action. Public Resources Code Section 21081.6 requires the Lead Agency, for each project that is subject to CEQA, to monitor performance of the mitigation measures included in any environmental document to ensure that implementation does, in fact, take place. The County is the designated CEQA lead agency for the MMRP. The County is responsible for review of all monitoring reports, enforcement actions, and document disposition as it relates to impacts within the County's jurisdiction. The County will rely on information provided by the monitor as accurate and up to date and will field check mitigation measure status as required.

**A record of the MMRP will be maintained at:**

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

Bureau of Land Management  
1201 Bird Center Drive  
Palm Springs, CA 92262

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**BLYTE MESA SOLAR PROJECT - Mitigation, Monitoring and Reporting Program**

RESOURCE TOPIC	MITIGATION MEASURE	MONITORING METHOD	RESPONSIBLE MONITORING PARTY	MONITORING PHASE	VERIFICATION APPROVAL PARTY	DATE/MITIGATION MEASURE VERIFIED OR IMPLEMENTED	COMPLETION REQUIREMENT
Agriculture	<p>Prior to issuance of a grading permit, the Applicant shall provide written evidence of completion of at least one of the following measures to mitigate the impact to agricultural resources caused by conversion of land subject to the grading permit to non-agricultural uses: important farmlands include Prime Farmlands, Farmlands of Statewide Importance, and Unique Farmlands as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency that is in effect as of the date of approval of the Project.</p> <ol style="list-style-type: none"> <li>Acquire and record agricultural conservation easement(s) meeting the following criteria:                             <ol style="list-style-type: none"> <li>Two acres placed under conservation easement for each net acre of important Farmland converted to non-agricultural uses during the life of the Project. A plot plan shall be submitted substantiating the net acreage calculation, which shall be consistent with the definition of "Net Acreage" in County Policy B-29;</li> <li>Land subject to the conservation easement shall be located in Riverside County and must be of the same or higher State of California Department of Conservation farmland classification (Prime Farmland or Farmland of Statewide Importance) as the land that has been converted to non-agricultural uses;</li> <li>The conservation easement must be held by a third party having the capacity to hold such an easement and in an easement form acceptable to Riverside County;</li> <li>The Applicant must provide to the easement holder an endorsement sufficient to generate funds for ongoing monitoring and enforcement of the easement.</li> </ol> </li> <li>Purchase of credits from an established agricultural land mitigation bank in an amount sufficient to achieve a level of protection at least equivalent to Mitigation Measure Agriculture-1 above;</li> <li>Contribution of agricultural land or equivalent funding to an organization that provides for the preservation of farmland in California in an amount sufficient to achieve a level of protection at least equivalent to Mitigation Measure Agriculture-1 above; or</li> <li>Participation in any agricultural land mitigation program adopted by Riverside County that provides equal or more effective mitigation than the measures listed above.</li> </ol>	<p>The Riverside County Planning Department shall verify that the Applicant has completed one or more of the measures to mitigate the impact to important Farmland caused by conversion of land subject to the grading permit to non-agricultural uses.</p>	Riverside County Planning Department	Prior to grading the issuance of a grading permit.	Riverside County Planning Department		
Biological Resources	<p>The Project inspector shall monitor the work area bi-weekly during ground disturbing construction activities. The Project inspector shall conduct monitoring for any area subject to disturbance from construction activities that may impact biological resources. The Project inspector's duties include minimizing impacts to special-status species, native vegetation, wildlife habitat, and unique resources.</p>	<p>The Riverside County Planning Department shall verify that the Project inspector has flagged the boundaries of biologically sensitive areas and has employed BMPs to prevent loss of habitat caused by Project-related impacts</p>	Riverside County Planning Department designated biologist and BLM.	Prior to grading and during construction.	Riverside County Planning Department and BLM.		

<sup>1</sup> The County of Riverside's Board of Supervisor's Policy B-29 defines "Net Acreage" as all areas involved in the production of power including, but not limited to, the power block, solar collection equipment, areas contiguous to solar collection equipment, transmission lines and/or piping, transmission facilities (on and off-site), service roads regardless of surface type - including service roads between panels or collectors, structures, and fencing surrounding all such areas. Net acreage shall not include off-site access roads or areas specifically set aside either as environmentally sensitive or designated as open space, and shall not include the fencing of such set aside areas.

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	Where appropriate, the inspector will flag the boundaries of biologically sensitive areas and monitor any construction activities in these areas to ensure that ground disturbance activities and impacts occur within designated limits. The Project inspector will also be responsible for ensuring the BMPs shall be employed to prevent loss of habitat caused by Project-related impacts (e.g., grading or clearing for new roads) within the gen-tie line corridor. The resume of the proposed Project inspector will be provided to the BLM (as appropriate) for concurrence prior to onset of ground-disturbing activities. The Project inspector will have demonstrated expertise with the biological resources within the Project area.	within the gen-tie line corridor.					
Biology-2	<p>Desert Tortoise Protection</p> <p>(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.</p> <p>A qualified biologist will be on-site during all construction. The qualified biologist shall conduct a pre-construction clearance survey of the Project area, 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.</p>	<p>1) The Riverside County Planning Department shall verify that a qualified biologist demonstrates an acceptable knowledge of tortoise biology, desert tortoise impact minimization techniques, habitat requirements, sign identification techniques, and survey procedures. The Riverside County Planning Department shall verify that a qualified biologist is on-site during all construction. The Riverside County Planning Department shall verify the qualified biologist is responsible for overseeing compliance with desert tortoise protective measures and for coordination with the Field Contact Representative (FCR). The Riverside County Planning Department shall verify the qualified biologist has a copy of this letter when work is being conducted on the site.</p>	1) Riverside County Planning Department and USFWS.	1) Prior to grading and during construction	1)	1)	
Biology-2	<p>Desert Tortoise Protection (continued)</p> <p>(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). 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.</p>	<p>2) The Riverside County Planning Department shall verify that a preconstruction clearance survey has been conducted by the qualified biologist during the active season for desert tortoises (April through May or September through October).</p>	2) Riverside County Planning Department, designated biologist.	2) Prior to grading.	2) Riverside County Planning Department and USFWS.	2)	2)

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Biology-2	<p>Desert Tortoise Protection (continued)</p> <p>(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. 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 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.</p>	<p>The Riverside County Planning Department shall verify that the FCR is responsible for overseeing compliance with desert tortoise protective measures and for coordination with the USFWS. The Riverside County Planning Department shall verify that the FCR will have a copy of this letter when work is being conducted on the site.</p>	<p>3) Riverside County Planning Department.</p>	<p>3) Prior to grading and construction.</p>	<p>3) Riverside County Planning Department and USFWS.</p>	<p>3)</p>	<p>3)</p>
Biology-2	<p>Desert Tortoise Protection (continued)</p> <p>(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:</p> <ul style="list-style-type: none"> <li>• A detailed description of the desert tortoise, including color photographs;</li> <li>• The distribution and general behavior of the desert tortoise;</li> <li>• Sensitivity of the species to human activities;</li> <li>• The protection the desert tortoise receives under the Act, including prohibitions and penalties incurred for violation of the Act;</li> <li>• The protective measures being implemented to conserve the desert tortoise during construction activities; and</li> <li>• Procedures, and a point of contact if a desert tortoise is observed on-site.</li> </ul>	<p>The Riverside County Planning Department shall verify that all employees of the Applicants and their contractors who work on have participated in a tortoise education program.</p>	<p>4) The Riverside County Planning Department.</p>	<p>4) Prior to grading and construction.</p>	<p>4) Riverside County Planning Department.</p>	<p>4)</p>	<p>4)</p>
Biology-2	<p>Desert Tortoise Protection (continued)</p> <p>(5) Site Fencing: Desert tortoise exclusion fencing will be installed around the Project area. The fence will adhere to USFWS design guidelines, available at <a href="http://www.fws.gov/venturaispecies_information/protocols_guidelines/docs/dtdt_Exclosure-Fence_2005.pdf">http://www.fws.gov/venturaispecies_information/protocols_guidelines/docs/dtdt_Exclosure-Fence_2005.pdf</a>. 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 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.</p>	<p>The Riverside County Planning Department authorized biologist shall verify that work area boundaries are delineated with flagging or fencing to minimize surface disturbance associated with vehicle straying.</p>	<p>5) The Riverside County Planning Department authorized biologist.</p>	<p>5) During construction, decommissioning, and ground disturbing activities.</p>	<p>5) Riverside County Planning Department.</p>	<p>5)</p>	<p>5)</p>

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	<p>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, sleep-sided depressions) that are outside of the desert tortoise exclusion fencing will be fenced by installing exclusionary fencing, or not left unfilled overnight.</p> <p>Desert Tortoise Protection (continued)</p> <p>(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.</p>	<p>6) The Riverside County Planning Department authorized biologist shall verify that 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.</p>	<p>6) The Riverside County Planning Department authorized biologist.</p>	<p>6) During construction, decommissioning, and ground disturbing activities.</p>	<p>6) Riverside County Planning Department.</p>	<p>6)</p>	<p>6)</p>
	<p>Desert Tortoise Protection (continued)</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>The following activities are 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.</p> <p>(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).</p>	<p>7,8,9, and 10) The Riverside County Planning Department authorized biologist shall contact the BLM and USFWS and an appropriate course of action shall be determined to avoid or mitigate impacts.</p>	<p>7,8,9, and 10) The Riverside County Planning Department authorized biologist.</p>	<p>7,8,9, and 10) During construction, decommissioning, and ground disturbing activities.</p>	<p>7,8,9, and 10) Riverside County Planning Department, BLM and USFWS.</p>	<p>7,8,9, and 10)</p>	



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	<p>location of the carcass or injured animal, a photograph, cause of death, if known, and other pertinent information.</p> <p>Pre-construction surveys shall be conducted for State and federally listed Threatened and Endangered, Proposed, Peñonized, and Candidate plants in a 250-foot radius around all areas subject to ground-disturbing activity including, but not limited to, tower pad preparation and construction areas, solar facilities, pulling and tensioning sites, assembly yards, and areas subject to grading for new access roads. The surveys shall be conducted during the appropriate blooming period(s) by an authorized plant ecologist/biologist according to protocols established by the USFWS, CDFW, BLM, and California Native Plant Society (CNPS). Measures shall be taken to avoid and minimize impacts to special-status plant species that are found to be present during the preconstruction surveys. This includes avoiding unnecessary or unauthorized trespass by workers and equipment, staging and storage of equipment and materials, refueling activities, and littering or dumping debris in areas known to contain special-status plant species that are not within the designated construction footprint.</p>	<p>The Riverside County Planning Department shall verify that pre-construction surveys were conducted.</p>	<p>Riverside County Planning Department, designated biologist.</p>	<p>Prior to grading.</p>	<p>Riverside County Planning Department.</p>		
<p><b>Biology-3</b></p>	<p><b>Burrowing Owl Protection:</b></p> <p>A Burrowing Owl Monitoring and Mitigation Plan (Plan) has been developed to describe monitoring, reporting, and management of the burrowing owl during the construction, O&amp;M, and decommissioning of the proposed Project, as required by the BLM, CDFW, and County of Riverside. It has been prepared following the 2012 CDFW Staff Report on Burrowing Owl Mitigation (CDFW 2012b), and describes a multi-tiered approach to prevent or reduce impacts during construction and operation of the Project. Below is a general summary of the Plan requirements:</p> <ul style="list-style-type: none"> <li>Pre-construction Surveys will be conducted throughout the Project area and laydown areas for burrowing owls, possible burrows, and sign of owls (e.g., pellets, feathers, white wash) 30 days prior to construction.</li> <li>Should any of the pre-construction surveys yield positive results for the presence of burrowing owl or active burrows within the Project area, the approved Biologist will coordinate with the Construction Contractor to implement avoidance and set-back distances;</li> <li>If suitable burrows are observed and documented during the pre-construction surveys within the Project footprint and determined to be inactive, these burrows will be excavated and filled in under the supervision of the approved Biologist(s) prior to clearing and grading;</li> <li>To compensate for impacts to the burrowing owls in activity areas on the northern part of the Project, 146 acres of habitat have been identified adjacent to the Project area. A letter agreeing to dedicate the existing compensation lands must be approved by CDFW and the County prior to ground disturbance. Land used for compensation must be of equal value or better than the land impacted. Ownership of compensation lands will be transferred prior to any surface disturbance to one of the following: the BLM; an entity acceptable to the BLM; or CDFW that can effectively manage listed species and their habitats.</li> <li>The Plan provides detailed methods and guidance for passive relocation of burrowing owls occurring within the Project disturbance area; and</li> <li>The Plan describes monitoring and management of the passive relocation requirements.</li> </ul>	<p>The Riverside County Planning Department shall verify that pre-construction surveys were conducted throughout the Project area and laydown areas for burrowing owls, possible burrows, and sign of owls (e.g., pellets, feathers, white wash) 30 days prior to construction. If active burrows are present, the measures as provided in Chapter 4 of the EIR/EA shall be implemented.</p>	<p>Riverside County Planning Department, designated biologist.</p>	<p>Prior to and during construction.</p>	<p>Riverside County Planning Department, BLM and CDFW.</p>		

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	<p>effort, including the created or enhanced burrow location and the Project area where burrowing owls were relocated from and provide a reporting plan. The Plan will include maintenance of artificial burrows, three to four times during the year for a total of three years, as necessary.</p>						
Biology-5	<p>In areas identified as suitable habitat during the 2011 and 2012 surveys, biological monitors shall conduct pre-construction surveys for American badger no more than 30 days prior to initiation of construction activities. Surveys shall also consider the potential presence of dens within 100 feet of the Project boundary (including utility corridors and access roads) and shall be performed for each phase of construction. If dens are detected each den shall then be further classified as inactive, potentially active, or definitely active. Inactive dens that would be directly impacted by construction activities shall be excavated by hand and backfilled to prevent reuse by badgers. Potential dens that would be directly impacted by construction activities shall be monitored by the Biological Monitor for three consecutive nights using a tracking medium such as diatomaceous medium or fire clay and/or infrared camera stations at the entrance. If no tracks are observed in the tracking medium or no photos of the target species are captured after three nights, the den shall be excavated and backfilled by hand. If tracks are observed, the badger dens shall be fitted with the one-way trap doors to encourage badgers to move off-site. After 48 hours post-installation, the den shall be excavated and collapsed, following the same protocol as with western burrowing owl burrows. These dens shall be collapsed prior to construction of the desert tortoise fence, to allow kit fox the opportunity to move off-site without impediment. If an active natal den is detected on the site, the CDFW shall be contacted within 24 hours. The course of action would depend on the age of the pups, location of the den site, status of the perimeter site fence, and the pending construction activities proposed near the den. A 500-foot no disturbance buffer shall be maintained around all active dens. Alternatively, a designated biologist, authorized by CDFW, shall trap and remove badgers from occupied dens and move them off-site into appropriate habitat.</p>	<p>The Riverside County Planning Department shall verify that pre-construction surveys for American badger were conducted no more than 30 days prior to initiation of construction activities. If active dens are present, the measures as provided in Chapter 4 of the EIR/EA shall be implemented.</p>	<p>Riverside County Planning Department, designated biologist.</p>	<p>Prior to and during construction.</p>	<p>Riverside County Planning Department and CDFW.</p>		
Biology-6	<p>In areas identified as suitable habitat during the 2011 and 2012 surveys, biological monitors shall conduct pre-construction surveys for kit fox no more than 30 days prior to initiation of construction activities. Surveys shall also consider the potential presence of dens within 100 feet of the Project boundary (including utility corridors and access roads) and shall be performed for each phase of construction. If dens are detected each den shall then be further classified as inactive, potentially active, or definitely active. Inactive dens that would be directly impacted by construction activities shall be excavated by hand and backfilled to prevent reuse by kit fox. Potential dens that would be directly impacted by construction activities shall be monitored by the Biological Monitor for three consecutive nights using a tracking medium such as diatomaceous medium or fire clay and/or infrared camera stations at the entrance. If no tracks are observed in the tracking medium or no photos of the target species are captured after three nights, the den shall be excavated and backfilled by hand. If tracks are observed, the kit fox dens shall be fitted with the one-way trap doors to encourage kit fox to move off-site. After 48 hours post-installation, the den shall be excavated and collapsed, following the same protocol as with western burrowing owl burrows. These dens shall be collapsed prior to construction of the desert tortoise fence, to allow kit fox the opportunity to move off-site without impediment. If an active natal den is detected on the site, the CDFW shall be contacted within 24 hours. The course of action</p>	<p>The Riverside County Planning Department shall verify that pre-construction surveys were conducted. If the presence for the Desert kit fox is identified, the measures as provided in Chapter 4 of the EIR/EA shall be implemented.</p>	<p>Riverside County Planning Department, designated biologist.</p>	<p>Prior to and during construction.</p>	<p>Riverside County Planning Department and CDFW.</p>		

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	<p>would depend on the age of the pups, location of the den site, status of the perimeter site fence, and the pending construction activities proposed near the den. A 500-foot no disturbance buffer shall be maintained around all active dens. Habitat-based mitigation or other appropriate mitigation as discussed previously for desert tortoise and western burrowing owl shall provide mitigation for impacts to non-listed special-status species that inhabit overlapping suitable habitat. The following measures are required to reduce the likelihood of distemper transmission:</p> <ul style="list-style-type: none"> <li>No pets shall be allowed on the site prior to or during construction;</li> <li>Any kit fox hazing activities that include the use of animal repellents such as coyote urine must be cleared through the CDFW prior to use; and</li> <li>Any documented kit fox mortality shall be reported to the CDFW and the BLM within 24 hours of identification. If a dead kit fox is observed, it shall be retained and protected from scavengers until the CDFW determines if the collection of necropsy samples is justified.</li> </ul>						
<p>Biology-7</p>	<p>If Project construction activities cannot occur completely outside the bird breeding season, then pre-construction surveys for active nests shall be conducted by a qualified biologist within 1,200 feet of the construction zone no more than seven days before the initiation of construction that would occur between February 1 and August 15. The qualified biologist will hold a current Memorandum of Understanding with the County of Riverside to conduct nesting bird surveys. If breeding birds with active nests are found, a biological monitor shall establish a species-specific buffer around the nests for ground-based construction activities, 250 feet or 1,200 feet for raptor nests. Extent of protection will be based on proposed management activities; human activities existing at the onset of nesting initiation, species, topography, vegetative cover, and other factors. When appropriate, a no-disturbance buffer around active nest sites will be required from nest-site selection to fledging. If for any reason a bird nest must be removed during the nesting season, written documentation providing concurrence from the USFWS and CDFW authorizing the nest relocation shall be obtained. All nest removals shall occur after the nest is demonstrated to be inactive by a qualified biologist and have been shown to not result in take as defined by the Migratory Bird Treaty Act (MBTA). A Bird and Bat Conservation Strategy (BBCS) will be developed for this Project and include additional protections for avian species. The BBCS would be based on specific recommendations from the USFWS and would provide:</p> <ul style="list-style-type: none"> <li>a statement of the Applicant's understanding of the importance of bird and bat safety and management's commitment to remain in compliance with relevant laws;</li> <li>documentation of conservation measures BMSPP would implement through design and operations to avoid and reduce bird and bat fatalities at both solar generation facilities as well as the associated pen-tie line, including consideration of bird height and wingspan requirements and use of flight diverters, perch and nest discouraging material, etc.;</li> <li>consistent, practical and up-to-date direction to BMSPP staff on how to avoid, reduce, and monitor bird and bat fatalities;</li> <li>establishment of accepted processes to monitor and mitigate bird and bat fatalities;</li> <li>establishment of accepted fatality thresholds that, if surpassed, would</li> </ul>	<p>The Riverside County Planning Department shall verify that pre-construction surveys were conducted. If breeding birds with active nests are found, the measures as provided in Chapter 4 of the EIR/EA shall be implemented.</p>	<p>Riverside County Planning Department designated biologist.</p>	<p>Prior to and during construction.</p>	<p>Riverside County Planning Department and CDFW.</p>		

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	<p>trigger adaptive changes to management and mitigation management; an adaptive management framework to be applied, if thresholds are surpassed; and</p> <ul style="list-style-type: none"> <li>A three year post-construction monitoring study.</li> </ul> <p>The BBCCS would be considered a "living document" that articulates the Applicant's commitment to develop and implement a program to increase avian and bat safety and reduce risk. As progress is made through the program or challenges are encountered, the BBCCS may be reviewed, modified, and updated. The initial goals of this BBCCS are to:</p> <ul style="list-style-type: none"> <li>provide a framework to facilitate compliance with federal law protecting avian species and a means to document compliance for regulators and the interested public;</li> <li>allow the Agent to manage risk to protected bird and bat species in an organized and cost-effective manner;</li> <li>establish a mechanism for communication between BMSP managers and natural resource regulators (primarily USFWS);</li> <li>foster a sense of stewardship with BMSP owners, managers, and field engineers; and</li> <li>articulate and cultivate a culture of wildlife awareness (specifically birds and bats) and the importance of their protection.</li> </ul>						
Biology-8	<p>To mitigate for permanent habitat loss and direct impacts to Mojave fringe-toed lizards the Applicant shall provide compensatory mitigation at a 3:1 ratio, which may include compensation lands purchased in fee or in easement in whole or in part, for impacts to stabilized or partially stabilized desert dune habitat (i.e., dune, sand ramp, or fine-sandy wash habitat). The Mojave fringe-toed lizard occurs within Alternatives 1, 3 and 5 gen-ile corridors and has a high potential to occur within Alternative 4 gen-ile corridor. If compensation lands are acquired, the Applicant shall provide funding for the acquisition in fee title or in easement, initial habitat improvements and long-term maintenance and management of the compensation lands.</p>	<p>The Riverside County Planning Department shall verify if compensation lands are acquired, the Applicant shall provide funding for the acquisition in fee title or in easement, initial habitat improvements and long-term maintenance and management of the compensation lands.</p>	Riverside County Planning Department	Prior to and during construction.	Riverside County Planning Department		
Biology-9	<p>Impacts to areas under jurisdiction of the USACE, Regional Water Quality Control Board (RWQCB), and CDFW shall be avoided as necessary to reduce impacts to less than significant levels. Where avoidance of jurisdictional areas is not necessary to reduce impacts to less than significant levels, including emergency repairs, and access/road roads within the ephemeral channel, the applicant shall provide the necessary mitigation required as part of wetland permitting. This will include creation, restoration, and/or preservation of suitable jurisdictional habitat along with adequate buffers to protect the function and values of jurisdictional area mitigation. The location(s) of the mitigation will be determined in consultation with the Applicant and the responsible agency(s) as part of the permitting process.</p> <p>A Biological Resources Mitigation Implementation and Monitoring Plan (BRMIMP) will be developed to summarize all of the various biological mitigation, monitoring, and compliance measures and include measures from the various biological plans and permits developed for BMSP. The BRMIMP shall include the following:</p> <ol style="list-style-type: none"> <li>All biological resources mitigation, monitoring, and compliance measures outlined in the BMSP Draft EIREA;</li> <li>All biological resource mitigation, monitoring and compliance measures required</li> </ol>	<p>The Riverside County Planning Department shall verify that the applicant has provided the necessary mitigation required as part of wetland permitting. This will include creation, restoration, and/or preservation of suitable jurisdictional habitat along with adequate buffers to protect the function and values of jurisdictional areas is not feasible. The Riverside County Planning Department shall verify that a BRMIMP is developed.</p>	Riverside County Planning Department, designated biologist.	Prior to and during construction.	Riverside County Planning Department		

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Cultural Resources	<p>In federal agency terms and conditions, such as those provided in the USFWS concurrence letter that the Project is "not likely to incidentally take or otherwise adversely affect" federally listed species (FWS-ERIV-12B0299-1210497).</p> <p>3. All biological resource mitigation, monitoring and compliance measures required by the Riverside County, such as those provided in the December 18, 2013 comment letter (DRT-EFD Corrections) on the BMSP Draft EIR/EA No. 529 (CUP 3685);</p> <p>4. All biological resource mitigation, monitoring and compliance measures outlined in the Burrowing Owl Mitigation and Monitoring Plan and the Bird and Bat Conservation Strategy (the full biological plans will be included in the attachments to the BRMIMP);</p> <p>5. All locations on a map, at an approved scale, of sensitive biological resource areas subject to disturbance and areas requiring temporary protection and avoidance during construction and operation;</p> <p>6. Duration for each type of monitoring and a description of monitoring methodologies and frequency;</p> <p>7. Performance standards to be used to help decide if/when proposed mitigation is or is not successful; and</p> <p>8. A process for proposing plan modifications to appropriate agencies for review and approval.</p> <p>BMSP shall provide the BRMIMP document at least 60 days prior to start of any Project-related ground disturbing activities to the BLM and the County for review and approval. Implementation of BRMIMP measures will be reported in the monthly compliance reports by the Designated Biologist (i.e., survey results, construction activities that were monitored, species observed).</p>	<p>During construction and operational repair period, discovery of human remains shall result in work stoppage and notification of responsible parties, and subsequent actions shall be identified in the Cultural Resources Management Plan (CRMP) required by Cultural-3.</p>	Riverside County Planning Department Coroner.	During construction and operation.	Riverside County Planning Department Coroner, NAHC (as applicable).		
	<p>Cultural-1 The BLM and the County of Riverside shall ensure that any human remains encountered during the course of construction are treated in a respectful manner and consistent with applicable law. No construction activities will be allowed within 100 feet of the discovery site of human remains until a Notice to Proceed is provided by the BLM or the County as appropriate.</p> <p>In the case where human remains are inadvertently uncovered on federal land, the BLM will consult in accordance with 36 CFR 800.13. Reasonable and good faith efforts shall be made by the BLM to identify the appropriate Native American Indian tribes, group(s) and individuals, or other ethnic group(s) and individuals, related to the burial, and consult with them concerning the treatment of the remains. Native American human remains, associated grave goods, or objects of cultural patrimony discovered on federal lands will be treated in accordance with the requirements of NAGPRA. The BLM will direct its consultation regarding Native American human remains to specified federally recognized tribes with cultural affiliation to the project area. The BLM may invite consultation with non-federally recognized tribes, groups and individuals at its discretion. Regarding the disposition of human remains, Native American Concurring Parties will be consulted regarding the removal (if necessary) and reburial of the remains. Tribal elders, Most Likely Descendants and other persons identified by tribes will be consulted to determine what options are acceptable to Native Americans. It is understood that such options will be generally consistent with applicable state and federal laws, depending on jurisdiction.</p> <p>If human remains are discovered on non-federal lands, the County of Riverside shall ensure that the human remains will be treated in accordance California</p>						

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	<p>Health and Safety Code Section 7050.5 and any other applicable state law. No construction activities will be allowed within 100 feet of the discovery until a Notice to Proceed is provided by County environmental department lead(s). The County will consult with the California Native American Heritage Commission to seek the advice of the Commission in such matters as determining which tribes, groups and individuals have standing as cultural participants or as Most Likely Descendants. Should any dispute arise the County will request that the NAHC act to mediate the dispute.</p>						
Cultural-2	<p>The County advocate's avoidance as the preferred choice, and the BLM requires that the development of a discovery plan (see Cultural-3) must occur prior to project construction. If, during ground disturbance activities associated with construction, operation and maintenance, or decommissioning, archaeological sites are discovered that were not identified and evaluated in the archaeological survey reports or the Draft EIR/EIS conducted prior to Project approval, and the following procedures shall be followed.</p> <ol style="list-style-type: none"> <li>All ground disturbance activities within 100 feet of the discovered archaeological resource shall be halted until a meeting is convened between the developer, the Project archaeologist, the Native American tribal representative, the BLM, and (on non-federal land) the County archaeologist to discuss the significance of the find.</li> <li>At the meeting, the significance of the discoveries shall be discussed in consultation with the Native American tribal representative and the Project archaeologist. The BLM alone shall determine the appropriate treatment for cultural resources on BLM-managed lands. The County Archaeologist and the BLM together shall determine the appropriate mitigation (documentation, evaluation, recovery, avoidance, etc.) for cultural resources on private lands. In determining the appropriate treatment on private land, the BLM shall follow requirements of 36 CFR 800.13 for post-review discoveries and the County Archaeologist shall implement CEQA Guidelines Section 15126.4(b) regarding mitigation related to impacts on historical resources and CEQA Guidelines Section 15064.5(c) and 21083.2(g) regarding archaeological resources.</li> <li>Further ground disturbance shall not resume within the area of the discovery until a meeting is convened with the aforementioned parties and a decision is made with the concurrence of the BLM and (on private land) the County Archaeologist as to the appropriate preservation or mitigation measures. The Applicant shall comply with the determinations of the County Archaeologist and BLM.</li> </ol>	<p>The Applicant shall notify the County within 24 hours if unknown historic or unique archaeological resources are encountered. The County shall verify that the Applicant has provided contingency funding sufficient to allow for implementation of avoidance measures or appropriate mitigation.</p>	Riverside County Planning Department	During and post construction.	Riverside County Planning Department		
Cultural-3	<p>Prior to obtaining the Project-related grading permit from the County of Riverside, the Applicant shall have the Secretary of the Interior Qualified/County-approved Project Archaeologist prepare and submit for approval to the BLM, and the County of Riverside a CRMP. The CRMP shall map all cultural resources within the APE, as described in this Final EIR/EIS. The CRMP must conform with BLM Measure #5, #6, #7 and #8 as found in the determination and findings document provided to SHPO dated August 7, 2013 (BLM 2013). The CRMP shall also detail how resources, if any, are determined eligible or resources that are unevaluated but avoided by Project design, would be marked and protected as Environmentally Sensitive Areas during construction. The CRMP shall also map additional areas that are considered to be of high sensitivity for discovery of buried significant</p>	<p>The BLM and Riverside County Planning Department shall verify that the Applicant submitted a CRMP for approval.</p>	Riverside County Planning Department and BLM.	Prior to grading.	Riverside County Planning Department and BLM.		

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	<p>Cultural resources, including burials, cremations, or sacred features. The CRMP shall detail provisions for monitoring construction in these high-sensitivity areas. It shall also detail procedures for halting construction, making appropriate notifications to agencies, officials, and Native American tribes, and assessing NRHP and CRHR eligibility in the event that unknown archaeological resources are discovered during construction. For all post-review discoveries, the CRMP shall detail the methods, consultation procedures, and timelines for implementing Mitigation Measures Cultural-1 and Cultural-2. The CRMP shall be presented to all construction personnel, with Native American Participants in attendance, in the form of a worker education program by the Project Archaeologist prior to commencement of groundbreaking. During subsequent Safety Meetings on the job site, the Project Archaeologist and/or his qualified representative shall inform all new construction personnel of the cultural resources issues associated with the Project.</p>						
Cultural-4	<p>Prior to any ground disturbances within the Project area, the Applicant shall, for a period of at least 60 days, make a good faith effort to enter into a contract with and retain monitors designated by Tribal representatives. This measure must result in and conform with BLM Measure #6 as found in the determination and findings document provided to SHPO dated August 7, 2013 (BLM 2013). These monitors shall be known as the Tribal Participants for this Project. The developer shall notify the appropriate Tribe of all new phases of development. The Tribal Participants shall be required on-site during all construction-related ground-disturbing activities. The developer shall submit the signed contract between the appropriate Tribe and the developer. The Project Archaeologist shall include in the report any concerns or comments the Tribal Participant has regarding the Project and shall include as an appendix any written correspondence or reports prepared by the Tribal Participant.</p>	<p>The Riverside County Planning Department shall verify that the Applicant has retained a monitor designated by the designated by the Tribal representatives or other County-designated Tribe.</p>	Riverside County Planning Department.	Prior to issuance of the first grading permit.	Riverside County Planning Department.		
Cultural-5	<p>Prior to the final inspection of the first building permit, the Applicant shall prompt the Project Archaeologist to submit one (1) wet-signed hard copy and one (1) CD of a Cultural Resources Monitoring Report that meets BLM Manual requirements and also complies with the current Riverside County Planning Department's requirements for Phase IV Cultural Resource Monitoring Reports. The report shall include documentation of the required cultural/historical sensitivity training for the construction staff held during the pre-grade meeting, which shall include the BLM and County Archaeologist's attendance. The BLM and County Archaeologist shall review the report to determine adequate mitigation compliance. The accepted report shall be submitted to the BLM, County, Eastern Information Center, the Patton Memorial Museum, and interested tribes.</p>	<p>The Riverside County Planning Department shall verify that the Applicant has submitted one (1) wet-signed hard copy and one (1) CD of a Phase IV Cultural Resources Monitoring Report</p>	Riverside County Planning Department.	Prior to issuance of a building permit.	Riverside County Planning Department.		
Geology-1 Soils	<p>Prior to final design and construction, a site-specific subsurface geotechnical evaluation/report shall be prepared to evaluate the potential ground-shaking hazard, which would meet the requirements of the most recent version of the California Building Code. A state certified Project geologist shall ensure appropriate structural design and mitigation techniques achieve adequate protection according to industry standards and building code requirements.</p>	<p>The Riverside County Planning Department shall verify that the Applicant has conducted a subsurface geotechnical evaluation.</p>	Riverside County Planning Department.	Prior to issuance of a grading or excavation permit.	Riverside County Planning Department.		
Geology-2	<p>Should future data suggest the presence of active faulting at the Project area, a fault evaluation may be performed. Mitigation of potential fault rupture hazard would typically include locating improvements away from the trace of an active fault, designing structures for an acceptable amount of movement, or</p>	<p>The Riverside County Planning Department shall verify that the Applicant has conducted a fault evaluation may be performed, should future data suggest the presence of active faulting at the Project area.</p>	Riverside County Planning Department.	Prior to issuance of a grading or excavation permit.	Riverside County Planning Department.		

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	<p>implementing systems to maintain safety and that allow for displacement that could be repaired.</p> <p>Geology-3 Removal of loose soil layers shall be replaced with compacted fill or specialized foundation design, including the use of deep foundation systems, to support structures. The septic system shall be placed in soils capable of adequately supporting the septic system as determined by the Project Geologist and in accordance with County requirements specified in the Department of Environmental Health Technical Guidance Manual.</p>	The Applicants shall obtain a septic system permit from the Riverside County Department of Environmental Health Services.	The Riverside County Department of Environmental Health Services.	Prior to installation of the septic system on-site.	The Riverside County Department of Environmental Health Services.		
	<p>Geology-4 Additional hydro-consolidation tests should be performed to verify soil stability during the design stages of the Project. Mitigation recommendations for hydro-consolidation may include removal of the collapsible soil layers and replacement with compacted fill or specialized foundation design including the use of deep foundations systems to support structures.</p>	The Riverside County Planning Department shall verify that the Applicant has conducted additional hydro-consolidation tests to verify soil stability during the design stages of the Project.	Riverside County Planning Department.	Prior to issuance of a grading or excavation permit.	Riverside County Planning Department.		
Hazards and Hazardous Materials	<p>Hazards-1 Prior to issuance of permits for any demolition activity involving the removal of structures that may contain ACM, an asbestos survey and sampling shall be conducted for existing structures. If ACM are present, they shall be abated in compliance with SCAQMD Rule 1403. Additionally, SCAQMD would be notified prior to any structure renovation or demolition pursuant to Rule 1403 (d)(1)(B).</p> <p>Hazards-2 Prior to issuance of permits for any demolition activity involving structures that may contain LBP, a LBP assessment of each existing structure shall be conducted. LBP found within the Project area shall be removed and disposed of as a hazardous waste in accordance with all applicable regulations.</p>	The Riverside County Building and Safety Department shall verify that the Applicant has conducted an asbestos survey and sampling for existing structures.	Riverside County Building and Safety Department.	Prior to issuance of permits for any demolition activity.	Riverside County Building and Safety Department.		
	<p>Hazards-3 Worker Environmental Awareness Program. The Worker Environmental Awareness Program (WEAP) shall include a personal protective equipment (PPE) program, an Emergency Action Plan (EAP), and an Injury and Illness Prevention Program (IIPP) to address health and safety issues associated with normal and unusual (emergency) conditions. Construction-related safety programs and procedures shall include a respiratory protection program, among other things. Construction would be undertaken sequentially in accordance with a Construction Plan that shall include the final design documents, work plan, health and safety plans, permits, project schedule, and operation and maintenance manuals. Construction Plan documents shall relate at least to the following:</p> <ol style="list-style-type: none"> <li>1. Environmental health and safety training (including, but not limited, to training on the hazards of Valley Fever, including the symptoms, proper work procedures, how to use PPE, and informing supervisor or suspected symptoms of work-related Valley Fever)</li> <li>2. Site security measures</li> <li>3. Site first aid training</li> <li>4. Construction testing (non-destructive examination, hydro, etc.) requirements</li> <li>5. Site fire protection and extinguisher maintenance, guidance, and documentation</li> <li>6. Furnishing and servicing of sanitary facilities records</li> <li>7. Trash collection and disposal schedule/records</li> </ol>	The Riverside County Building and Safety Department shall verify that the Applicant has conducted a LBP assessment of each existing structure, for any demolition activity involving structures that may contain LBP.	Riverside County Building and Safety Department.	Prior to issuance of permits for any demolition activity.	Riverside County Building and Safety Department.		
		The Riverside County Planning Department shall verify that measures detailed in the WEAP have been implemented.	Riverside County Planning Department.	During construction, decommissioning, and ground disturbing activities.	Riverside County Planning Department.		



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Hydrology and Water Quality	8. Disposal of hazardous materials and waste guidance in accordance with local, state, and federal regulations							
	Hydrology-1 Existing drainage crossings shall be utilized at streams, washes, and irrigation channels to the full extent necessary to reduce impacts to less than significant levels. New access roads not required for ongoing operation and maintenance shall be permanently closed after construction using the most effective and least environmentally damaging methods appropriate to that specific area, with concurrence of the land manager (e.g., stockpiling and replacing topsoil, rock replacement) in a manner that most closely matches undisturbed conditions of the area.	The Riverside County Flood Control District shall verify that the contractor has utilized existing crossings at streams, washes, and irrigation channels. The Riverside County Planning Department shall verify that new access roads not required for ongoing operation and maintenance shall be permanently closed after.	Riverside County Flood Control District	Riverside County Flood Control District	During construction, decommissioning, and ground disturbing activities	Riverside County Flood Control District		
	Hydrology-2 Roads would be built as near as possible to right angles to streams and washes. Culverts would be installed where necessary and sized in accordance with local county regulations. All construction and maintenance activities shall be conducted in a manner that would minimize disturbance to vegetation and drainage channels, including ephemeral stream banks. In addition, road construction would include dust-control measures during construction especially in sensitive areas. All existing roads would be left in a condition equal to or better than their condition prior to the construction of the gen-tie line and other Project components.	The Riverside County Flood Control District shall verify that all construction and maintenance activities by the contractor have been conducted in a manner that would minimize disturbance to vegetation and drainage channels, including ephemeral stream banks.	Riverside County Flood Control District	Riverside County Flood Control District	During construction and post construction.	Riverside County Flood Control District		
	Hydrology-3 New impervious areas associated with temporary construction would be restored to existing conditions, including but not limited to revegetation and decompaction, to the full extent necessary to reduce impacts to less than significant levels, after completion of Project construction.	The Riverside County Flood Control District shall verify that new impervious areas associated with temporary construction have been restored to existing conditions.	Riverside County Flood Control District	Riverside County Flood Control District	During post construction.	Riverside County Flood Control District		
	Hydrology-4 Stormwater drainage inside substations would be designed to minimize erosion and increase sediment control. Internal runoff would be released from the switching station by means of surface drainage structures designed to filter contaminants from water flow. Drainage from Project area would be collected and controlled by surface improvements, as detailed in the SWPPP.	The Riverside County Flood Control District shall verify that measures detailed in the SWPPP have been implemented and that stormwater drainage inside substations would be designed to minimize erosion and increase sediment control.	Riverside County Flood Control District	Riverside County Flood Control District	Prior to and during construction.	Riverside County Flood Control District		
	Hydrology-5 All new buildings (e.g., substation) shall be flood-protected by constructing the finished floor a minimum of 24 inches above the highest adjacent ground or 100 year water surface elevation, whichever is greater. Slope protection may be required for buildings on fill. Additionally, the solar panels shall have a minimum clearance of 24 inches above the highest adjacent ground when upright to ensure flows are not obstructed.	The Riverside County Flood Control District shall verify that all new buildings (e.g., substation) have been flood-protected.	Riverside County Flood Control District	Riverside County Flood Control District	Prior to construction.	Riverside County Flood Control District		
Noise	Hydrology-6 No flow obstructing fences (chain link, block wall, etc.) shall be constructed along the north and west property lines, since these types of fences obstruct flows causing damage to adjacent properties. Fencing used in these areas shall contain openings of three inches high by six inches wide for first 18 inches from the bottom, and openings of four inches high by six inches wide for the next eight inches and so forth. This fencing or equivalent shall be provided to allow the free flow of storm or flood runoff. No setback is required with the use of this fencing. A detail of this fencing shall be provided to the County of Riverside.	The Riverside County Planning Department Flood Control District shall verify that proper fencing has been implemented as required by Hydrology-6 of the EIR/EIA. The Riverside County Planning Department shall verify the Applicant has provided Riverside County with fencing detail.	Riverside County Flood Control District	Riverside County Flood Control District	Prior to construction.	Riverside County Flood Control District		
	Noise-1 Construction shall be prohibited in areas within 0.25 mile (1,320 feet) of residents, between the hours of 6:00 p.m. and 6:00 a.m. during the months of June through September, and the hours of 6:00 p.m. and 7:00 a.m. during the months of	The Riverside County Planning Department shall verify that contractor construction activities do not occur within 0.25 mile (1,320 feet) of residents, from the hours of	Riverside County Planning Department	Riverside County Planning Department	During construction, decommissioning, and ground disturbing	Riverside County Planning Department		

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Paleontological Resources	October through May. During construction, best efforts should be made to locate stockpiling and/or vehicle staging areas as far from existing noise sensitive receptors (residential dwellings) nearest the Project area.	6:00 p.m. and 6:00 a.m. during the months of June through September and hours of 6:00 p.m. and 7:00 a.m. during the months of October through May.		activities.			
	Noise-2 Prior to and during construction, decommissioning, and ground disturbing activities, the Applicant shall provide at least two weeks advance notice of construction and decommissioning. Notices shall be mailed directly to land owners and residents within 2,400 feet of all portions of the Project boundary, and signs shall be posted at the solar facility in areas accessible to the public. Notices shall announce when and where construction would occur, provide tips on reducing noise intrusion (e.g., closing windows facing the planned construction), and provide contact information for the local public liaison for any noise complaints.	The Riverside County Planning Department shall verify that the Applicant has provided at least two weeks' advance notice of construction and decommissioning.	Riverside County Planning Department.	Prior to and during construction, decommissioning, and ground disturbing activities.	Riverside County Planning Department.		
	Noise-3 The Applicant would implement a Hearing Conservation Program and Personal Protective Equipment Program that would provide personal protective devices for specific jobs that would produce excessive noise levels. The Applicant shall comply with the OSHA regulations on occupational noise exposure.	The Riverside County Planning Department shall verify that the Applicant has implemented a Hearing Conservation Program and Personal Protective Equipment Program.	Riverside County Planning Department.	Prior to and during construction, decommissioning, and ground disturbing activities.	Riverside County Planning Department.		
	Paleontology-1 Prior to issuing any grading or excavation permits for activities within any area of the Project area, and prior to any Project-related ground-disturbing activities of that area, the Applicant shall implement procedures to monitor, avoid, and/or recover unique paleontological resources discovered during ground-disturbing activities. These procedures, the Paleontological Resources Monitoring and Mitigation Plan (PRMMP), shall be developed by a qualified vertebrate paleontologist and submitted for approval by the County of Riverside for private lands, and the BLM for BLM-managed lands. The PRMMP shall specify how mitigation measures Paleontology-1, Paleontology-2, and Paleontology-3 shall be implemented. This PRMMP shall be consistent with the provisions of CEQA, as well as with regulations currently implemented by the County of Riverside, the BLM and the proposed guidelines of the Society of Vertebrate Paleontology. The PRMMP shall include, but not be limited to:  1. A requirement that, during excavations in areas underlain by geologic units identified as having a high paleontologic sensitivity under Society of Vertebrate Paleontology guidelines (or a PFYC rating of 3b or higher) and likely to contain paleontologic resources, a qualified vertebrate paleontologist, who is a Registered Professional Geologist, shall direct the paleontologic monitoring by a qualified paleontologic monitor. Areas of concern include all previously undisturbed paleontologic sensitive sediments of the fossiliferous Pleistocene Palo Verde Mesa Alluvium  2. A requirement that paleontologic monitors be equipped to salvage fossils as unearthed to avoid construction delays and to remove samples of sediments likely to contain the remains of small fossil invertebrates and vertebrates. Monitors shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens.  3. Identification of the processes for preparation of recovered specimens to a point of identification. If the paleontologic monitor determines that the resource is unique, it shall be prepared for permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.	The Riverside County Planning Department shall verify that the Applicant has developed a Paleontological Resources Monitoring and Mitigation Plan (PRMMP) by a qualified vertebrate paleontologist for approval to be submitted for approval by the County of Riverside for private lands, and the BLM for BLM-managed lands.	Riverside County Planning Department and BLM.	Prior to issuing any grading or excavation permits.	Riverside County Planning Department and BLM.		

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	<p>4. A requirement that a report be prepared documenting all finds with permanent retrievable paleontologic storage for curation of specimens. The paleontologist should have a written repository agreement in hand prior to the initiation of mitigation activities. Mitigation of adverse impacts to unique paleontologic resources is not complete until such curation into an established museum repository has been fully completed and documented.</p> <p>5. A requirement that a report be prepared documenting all finds with an appended itemized inventory of specimens. The report and inventory, when submitted to the County with respect to private lands, and to the BLM with respect to BLM-managed lands, along with confirmation of the curation of recovered unique paleontological specimens into an established, accredited museum repository, would signify completion of the PRMMP to mitigate impacts to paleontologic resources.</p>						
	<p><b>Paleontology-2</b> Prior to issuance of the first grading permit, a worker training program shall be prepared and include information on the recognition of the types of paleontological resources that could be encountered within the Project area and referral of finds to the paleontologic monitor if they are found. This information shall be presented to Project construction personnel and Project operation and maintenance personnel by a qualified professional paleontologist.</p>	<p>The Riverside County Planning Department shall verify that the Applicant has developed a worker training program, which includes information on the recognition of the types of paleontological resources that could be encountered within the Project area and referral of finds to the paleontologic monitor if they are found.</p>	Riverside County Planning Department	Prior to issuance of the first grading permit.	Riverside County Planning Department		
	<p><b>Paleontology-3</b> If construction or other Project personnel discover any potential fossils during construction, operation and maintenance, or decommissioning, the fossils shall be left undisturbed and the paleontological monitor shall be notified immediately and shall then take appropriate actions to evaluate the find in accordance with the PRMMP.</p>	<p>During construction, operation and maintenance, or decommissioning discovery of fossils shall result in work stoppage and notification of responsible parties, and subsequent actions shall be identified in the find in accordance with the PRMMP.</p>	Riverside County Planning Department	During construction, decommissioning, and ground disturbing activities.	Riverside County Planning Department		
Traffic and Transportation	<p><b>Traffic-1</b> A construction phase Traffic Management Plan would be prepared in consultation with Caltrans and Riverside County for the roadway network potentially affected by construction activities at the Project area and off-site gen-tie line facilities. In order to achieve acceptable LOS, the Traffic Management Plan would include a plan to split the workforce and stagger arrival times during peak construction periods along with a traffic LOS and queue monitoring program, as determined necessary by the County's Transportation Department staff. The plan would be based upon the analysis set forth in the Draft EIR/EA. Carpooling shall also be required of contractor employees during the construction phase to help achieve acceptable LOS levels. In addition to the above-mentioned measures, other approaches could be considered to reduce peak hour traffic, such as requiring contractors to arrange employee busing and/or employee participation in park and ride.</p>	<p>The Riverside County Transportation Department and Caltrans shall verify that the Applicant has prepared a TMP.</p>	Riverside County Planning Department and Caltrans.	Prior to construction.	Riverside County Transportation Department and Caltrans.		
	<p><b>Traffic-2</b> The contractor would conduct construction activities in accordance with Caltrans' applicable limitations on vehicle sizes and weights. Construction Excavation Permits obtained from Riverside County, Encroachment Permits from Caltrans, and permits and licenses from the California Highway Patrol and Caltrans for the transport of hazardous substances.</p>	<p>The Riverside County Transportation Department and Caltrans shall verify the contractor has conducted construction activities in accordance with Caltrans' applicable limitations on vehicle sizes and weights.</p>	Riverside County Transportation Department.	During construction, decommissioning, and ground disturbing activities.	Riverside County Transportation Department and Caltrans.		

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Traffic-3	Construction traffic coordination shall be required to address potential cumulative traffic issues associated with concurrent construction of several large projects with large workforces, approximately from 2015 through 2017. The Applicant shall coordinate construction traffic with applicable traffic management (e.g., Caltrans, Riverside County, and City of Blythe) as well as BLM representatives, as determined appropriate and necessary by the listed agencies. The Applicant shall also coordinate construction traffic with other proponents of renewable energy projects in the I-10 corridor. Cumulatively considerable projects shall be identified and the appropriate staggered arrival times or other approaches (such as busing, park and ride, or carpooling) will be prescribed to achieve an acceptable LOS.	The Riverside County Planning Department, Caltrans, BLM, and City of Blythe shall verify that the Applicant has coordinated construction traffic.	Riverside County Planning Department.	During construction, decommissioning, and ground disturbing activities.	Riverside County Planning Department, Caltrans, BLM, and City of Blythe		

RESOLUTION NO. 2015-057

EXHIBIT B

## RECOMMENDED SPECIFICATIONS FOR DESERT TORTOISE EXCLUSION FENCING

September 2005

These specifications were developed to standardize fence materials and construction procedures to confine tortoises or exclude them from harmful situations, primarily roads and highways. Prior to commencing any field work, all field workers should comply with all stipulations and measures developed by the jurisdictional land manager and the U.S. Fish and Wildlife Service for conducting such activities in desert tortoise habitat, which will include, at a minimum, completing a desert tortoise education program.

### FENCE CONSTRUCTION

#### Materials

Fences should be constructed with durable materials (*i.e.*, 16 gauge or heavier) suitable to resist desert environments, alkaline and acidic soils, wind, and erosion. Fence material should consist of 1-inch horizontal by 2-inch vertical, galvanized welded wire, 36 inches in width. Other materials include: Hog rings, steel T-posts, and smooth or barbed livestock wire. Hog rings should be used to attach the fence material to existing strand fence. Steel T-posts (5 to 6-foot) are used for new fence construction. If fence is constructed within the range of bighorn sheep, 6-foot T-posts should be used (see New Fence Construction below). Standard smooth livestock wire fencing should be used for new fence construction, on which tortoise-proof fencing would be attached.

#### Retrofitting Existing Livestock Fence

**Option 1 (see enclosed drawing).** Fence material should be buried a minimum of 12 inches below the ground surface, leaving 22-24 inches above ground. A trench should be dug or a cut made with a blade on heavy equipment to allow 12 inches of fence to be buried below the natural level of the ground. The top end of the tortoise fence should be secured to the livestock wire with hog rings at 12 to 18-inch intervals. Distances between T-posts should not exceed 10 feet, unless the tortoise fence is being attached to an existing right-of-way fence that has larger interspaces between posts. The fence must be perpendicular to the ground surface, or slightly angled away from the road, towards the side encountered by tortoises. After the fence has been installed and secured to the top wire and T-posts, excavated soil will be replaced and compacted to minimize soil erosion.

**Option 2 (see enclosed drawing).** In situations where burying the fence is not practical because of rocky or undigable substrate, the fence material should be bent at a 90° angle to produce a lower section approximately 14 inches wide which will be placed parallel to, and in direct contact with, the ground surface; the remaining 22-inch wide upper section should be placed vertically against the existing fence, perpendicular to the ground and attached to the existing fence with hog rings at 12 to 18-inch intervals. The lower section in contact with the ground should be placed within the enclosure in the direction of potential tortoise encounters and level with the ground surface. Soil and cobble (approximately 2 to 4 inches in diameter; can use larger rocks where soil is shallow) should be placed on top of the lower section of fence material

on the ground covering it with up to 4 inches of material, leaving a minimum of 18 inches of open space between the cobble surface and the top of the tortoise-proof fence. Care should be taken to ensure that the fence material parallel to the ground surface is adequately covered and is flush with the ground surface.

#### New Fence Construction

Options 1 or 2 should be followed except in areas that require special construction and engineering such as wash-out sections (see below). T-posts should be driven approximately 24 inches below the ground surface spaced approximately 10 feet apart. Livestock wire should be stretched between the T-posts, 18 to 24 inches above the ground to match the top edge of the fence material; desert tortoise-proof fencing should be attached to this wire with hog rings placed at 12 to 18-inch intervals. Smooth (barb-less) livestock wire should be used except where grazing occurs.

If fence is constructed within the range of bighorn sheep, two smooth-strand wires are required at the top of the T-post, approximately 4 inches apart, to make the wire(s) more visible to sheep. A 20 to 24-inch gap must exist between the top of the fence material and the lowest smooth-strand wire at the top of the T-post. The lower of the top two smooth-strand wires must be at least 43 inches above the ground surface.

(72-inch T-posts: 24 inches below ground + 18 inches of tortoise fence above ground + 20 to 24-inch gap to lower top wire + 4 inches to upper top wire = 66 to 70 inches).

### **INSPECTION OF DESERT TORTOISE BARRIERS**

The risk level for a desert tortoise encountering a breach in the fence is greatest in the spring and fall, particularly around the time of precipitation including the period during which precipitation occurs and at least several days afterward. All desert tortoise fences and cattleguards should be inspected on a regular basis sufficient to maintain an effective barrier to tortoise movement. Inspections should be documented in writing and include any observations of entrapped animals; repairs needed including bent T-posts, leaning or non-perpendicular fencing, cuts, breaks, and gaps; cattleguards without escape paths for tortoises or needed maintenance; tortoises and tortoise burrows including carcasses; and recommendations for supplies and equipment needed to complete repairs and maintenance.

All fence and cattleguard inventories should be inspected at least twice per year. However, during the first 2 to 3 years all inspections will be conducted quarterly at a minimum, to identify and document breaches, and problem areas such as wash-outs, vandalism, and cattleguards that fill-in with soil or gravel. GPS coordinates and mileages from existing highway markers should be recorded in order to pinpoint problem locations and build a database of problem locations that may require more frequent checking. Following 2 to 3 years of initial inspection, subsequent inspections should focus on known problem areas which will be inspected more frequently than twice per year. In addition to semi-annual inspections, problem areas prone to wash-outs should

be inspected following precipitation that produces potentially fence-damaging water flow. A database of problem areas will be established whereby checking fences in such areas can be done efficiently.

### **REPAIR AND MAINTENANCE OF DESERT TORTOISE BARRIERS**

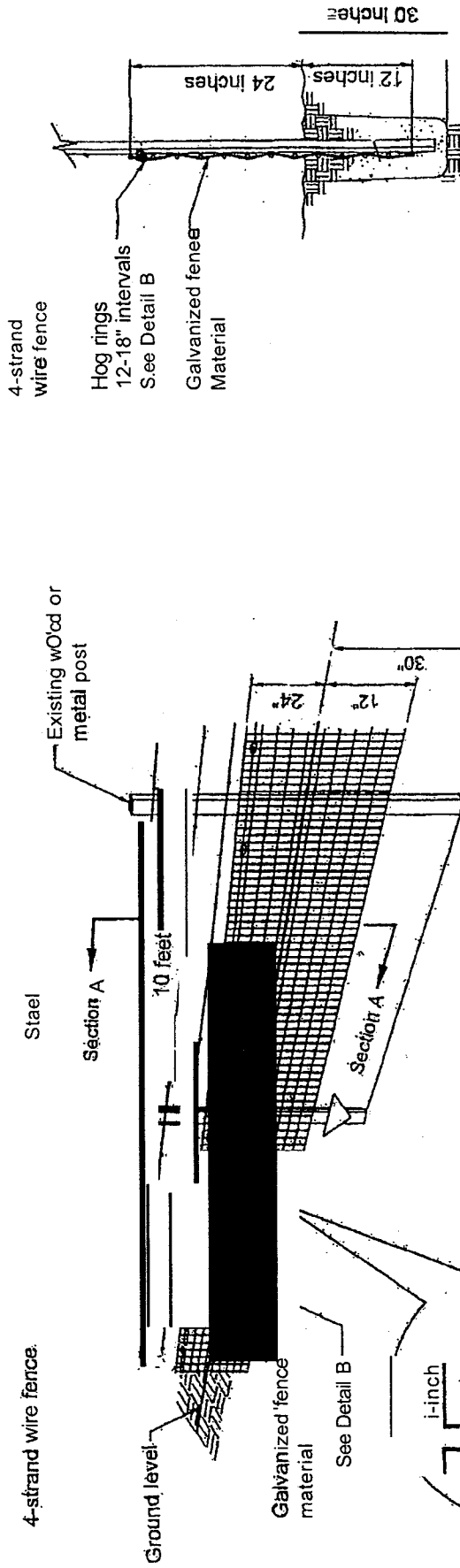
Repairs of fence wash-outs: (1) realign the fence out of the wash if possible to avoid the problem area, or (2) re-construct tortoise-proof fencing using techniques that will ensure that an effective desert tortoise barrier is established that will not require frequent repairs and maintenance.

Gaps and breaks will require either: (a) repairs to the existing fence in place, with similar diameter and composition of original material, (b) replacement of the damaged section to the nearest T-post, with new fence material that original fence standards, (c) burying fence, and/or (d) restoring zero ground clearance by filling in gaps or holes under the fence and replacing cobble over fence constructed under Option 2. Tortoise-proof fencing should be constructed and maintained at cattleguards to ensure that a desert tortoise barrier exists at all times.

All fence damage should be repaired in a timely manner to ensure that tortoises do not travel through damaged sections. Similarly, cattleguards will be cleaned out of deposited material underneath them in a timely manner. In addition to periodic inspections, debris should be removed that accumulates along the fence. All cattleguards that serve as tortoise barriers should be installed and maintained to ensure that any tortoise that falls underneath has a path of escape without crossing the intended barrier.



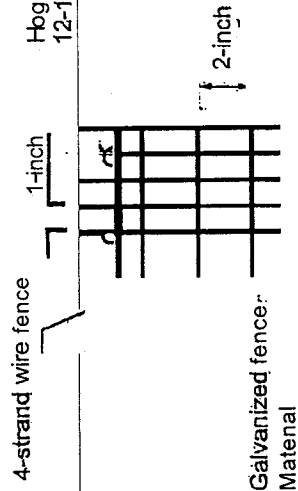
# DESERT TORTOISE EXCLUSION FENCE (2005)



## RECOMMENDED DESIGN FOR DESERT TORTOISE EXCLUSION FENCE GENERAL NOTES:

1. Ensure that fence posts and materials conform to the standards approved by the U.S. Fish and Wildlife Service.
2. Ensure that the height above ground level is no less than 18 inches and no higher than 24 inches.
3. Ensure that the depth of fence material below ground level is about 12 inches but no less than 6 inches. (See SECTION A above)
4. Install additional steel posts when existing fence posts exceed 10 feet.
5. Attach fence material to existing fence or wire using hog rings at 12-inch intervals.
6. Fasten fence material to posts with 3 tie wires with a wire near the top, bottom, and center of the fence material.

DETAIL A



DETAIL B

4-strand wire fence

Hog rings  
12-18" intervals  
S.see Detail B

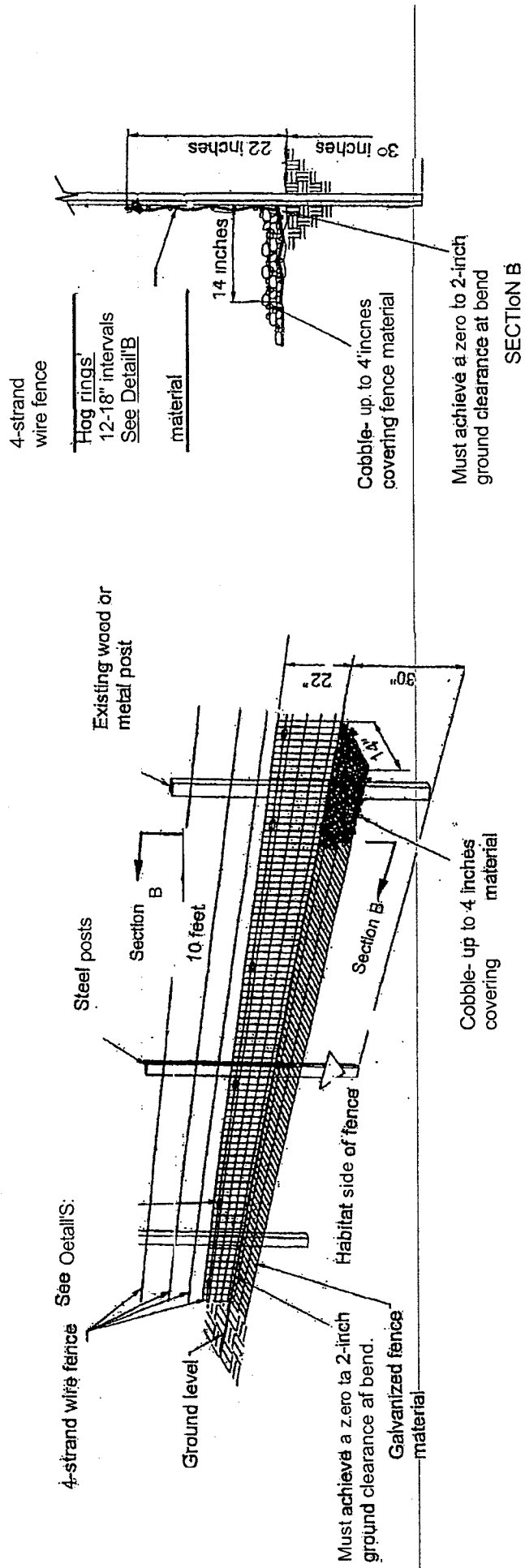
Galvanized fence  
Material

SECTION A

7. Backfill trenches with excavated material and compact the material.
8. Attach fence material to all gates. Ensure that clearance at base of gate achieves zero ground clearance.
9. Substitute smooth wire for barbed wire if additional support wires are necessary.
10. The number placement of support wires may be modified to allow sheep and deer to pass safely.
11. Erosion at the edge of the fence material where the fence crosses washes may occur and requires appropriate and timely monitoring and repair.
12. Tie the fence into existing culverts and cattleguards when determined necessary to allow desert tortoise passage underneath roadways.

## FOR BEDROCK OR CALICHE SUBSTRATE

1. Use this fence design (see below) only for that portion of the fence where fence material cannot be placed 6 inches below existing ground level due to presence of bedrock, large rocks or caliche substrate.
2. Ensure that the fence height above ground level is no less than 22 inches.
3. Ensure that there is a zero to 2-inch ground clearance at the bend.
4. Ensure that the bent portion of the fence is lying on the ground and pointed in the direction of desert tortoise habitat.
5. Cover the portion of the fence that is flush with the ground with cobble (rocks placed on top of the fence material to a vertical thickness up to 4 inches).
6. When substrate no longer is composed of bedrock or caliche, install fence using design shown above.



OWNER:

RENEWABLE RESOURCES GROUP

Dated:

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

OWNER:

GILA FARM LAND LLC

Dated:

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

OWNER:

WOODSPUR FARMING LLC

Dated:

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

OWNER:

JESUS AND TERESA RIVERA

Dated:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Development Agreement No. 79

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

**EXHIBIT "A"**

Page 1 of 4

**DEVELOPMENT AGREEMENT NO. 79**

**AREA 1**

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

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

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

CONTAINING 641.80 ACRES, MORE OR LESS.

**AREA 2**

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

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

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



**EXHIBIT "A"**

Page 2 of 4

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

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

CONTAINING 1773.89 ACRES, MORE OR LESS.

**AREA 3**

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

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

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

**EXHIBIT "A"**

Page 3 of 4

CONTAINING 109.44 ACRES, MORE OR LESS.

**AREA 4**

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

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

CONTAINING 1,128.10 ACRES, MORE OR LESS.

**AREA 5**

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

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

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

CONTAINING 21.04 ACRES, MORE OR LESS.

**EXHIBIT "A"**

Page 4 of 4

**AREA 6**

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

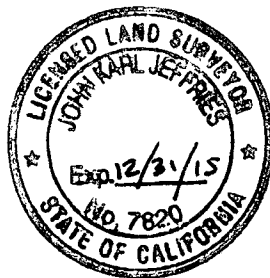
THE NORTH 125.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 12, AND THE NORTH 125.00 FEET OF SAID SECTION 11, AND THE NORTH 125.00 FEET OF THE EAST 125.00 FEET OF SAID SECTION 10, AND THE SOUTH 125.00 FEET OF SAID SECTIONS 3 THROUGH 5, AND THE SOUTH 125.00 FEET OF THE EAST 1400.00 FEET OF SAID SECTION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


CONTAINING 78 ACRES, MORE OR LESS.

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

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

PREPARED BY:



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

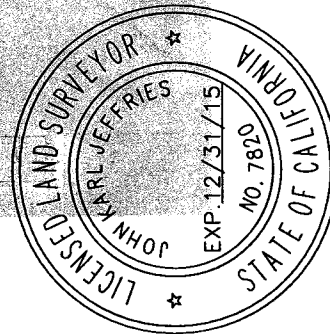
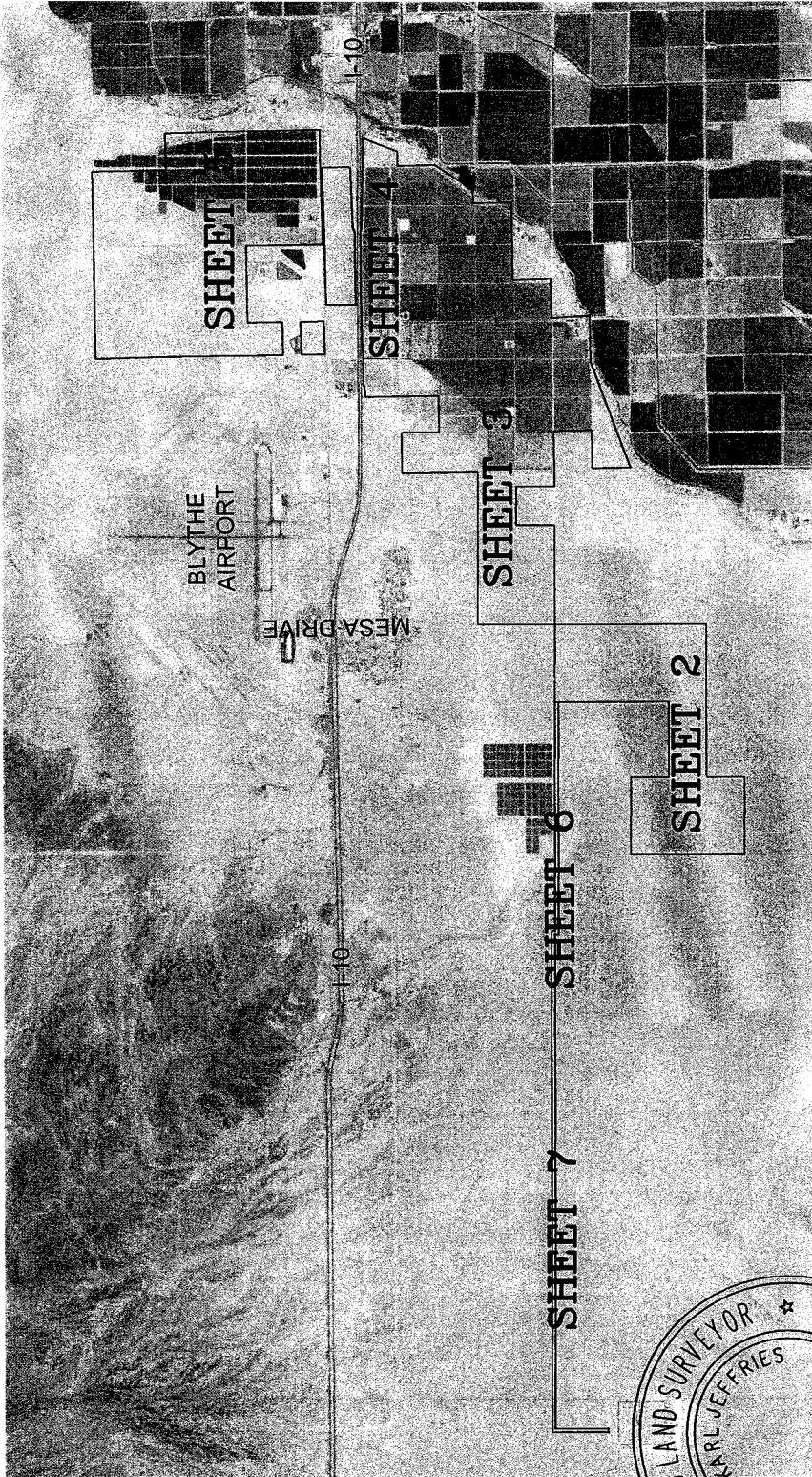
1/22/15  
DATE

Development Agreement No. 79

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

**EXHIBIT "B"**



*John Karl Jeffries*

PROJECT NO. 17300

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

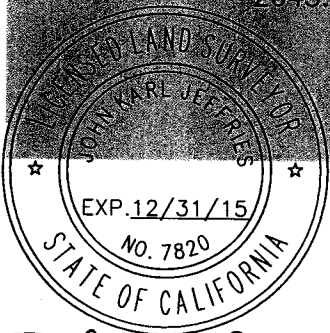
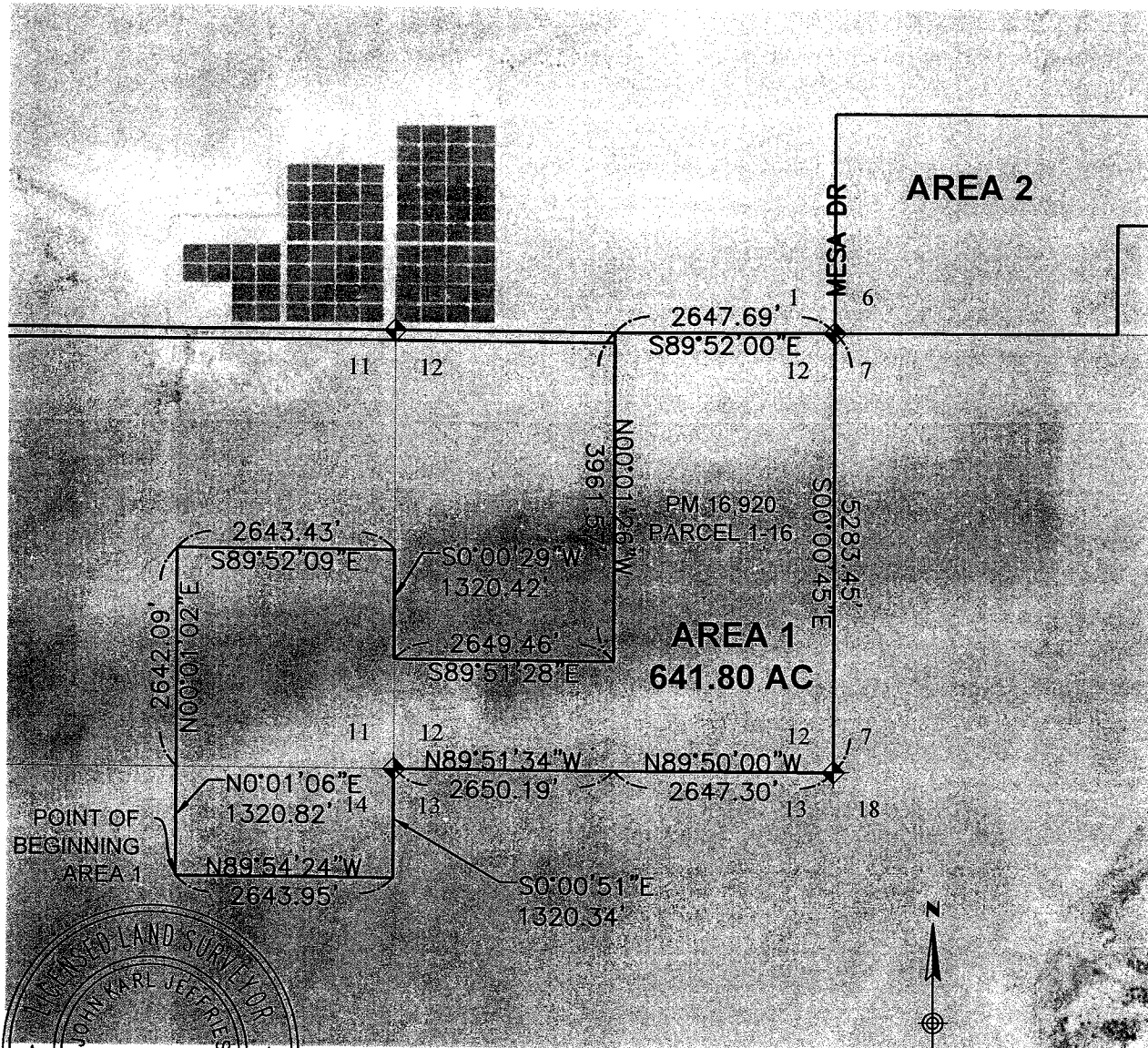


**BLYTHE MESA  
 SOLAR PROJECT**

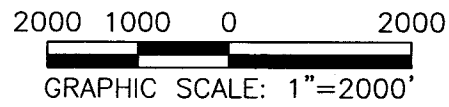
SITE MAP

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

**EXHIBIT "B"**



*John Karl Jeffries*



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PROJECT NO. 17300



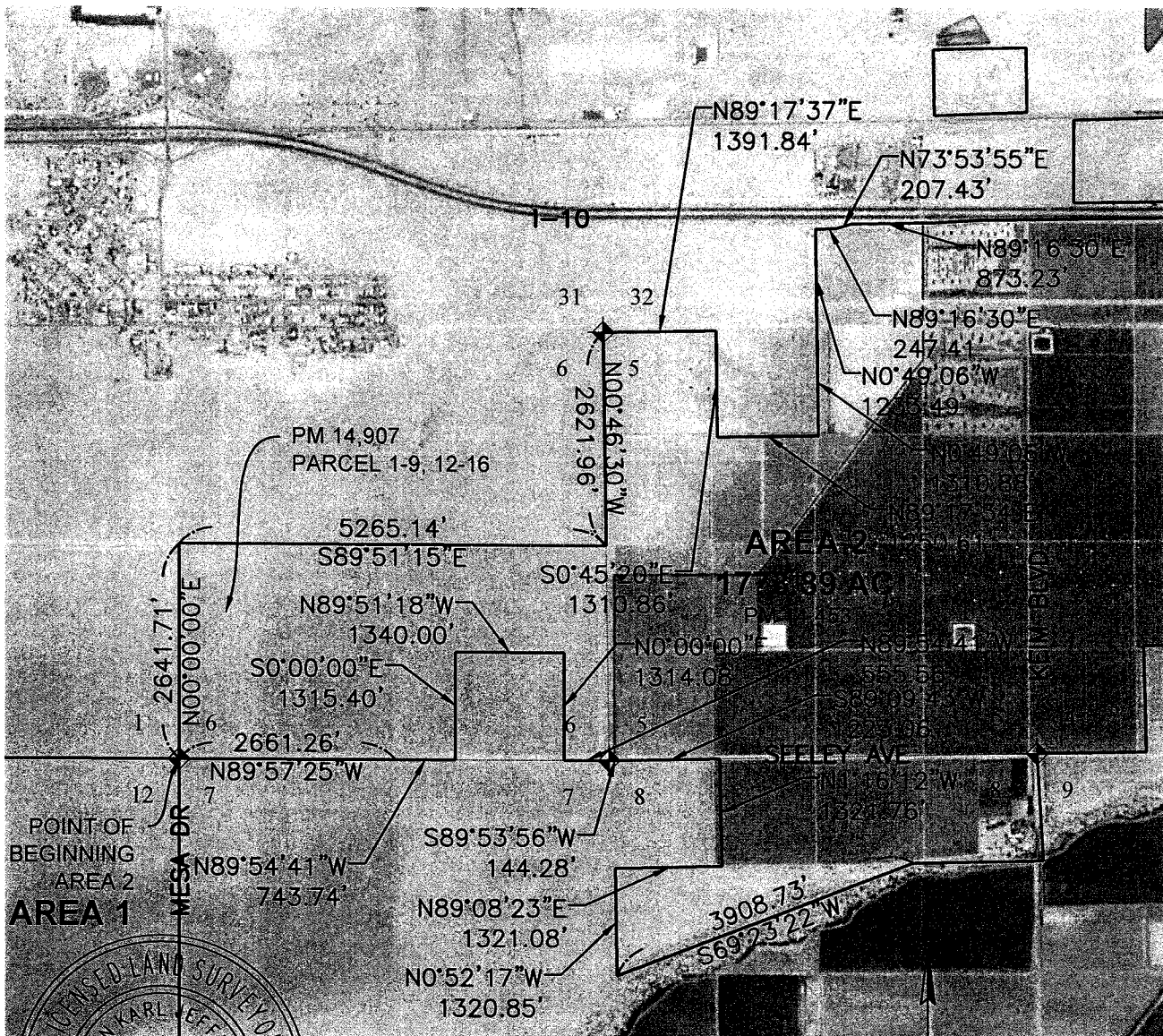
2525 EAST BIDWELL STREET  
 FOLSOM, CA 95630  
 916.638.8200  
 (FAX)916.934.5144

**BLYTHE MESA  
 SOLAR PROJECT**

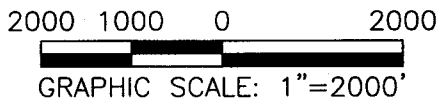
EXHIBIT

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

EXHIBIT "B"



*John Karl Veerries*



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

PROJECT NO. 17300



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

**BLYTHE MESA  
SOLAR PROJECT**

EXHIBIT

DATE: 1/22/2015

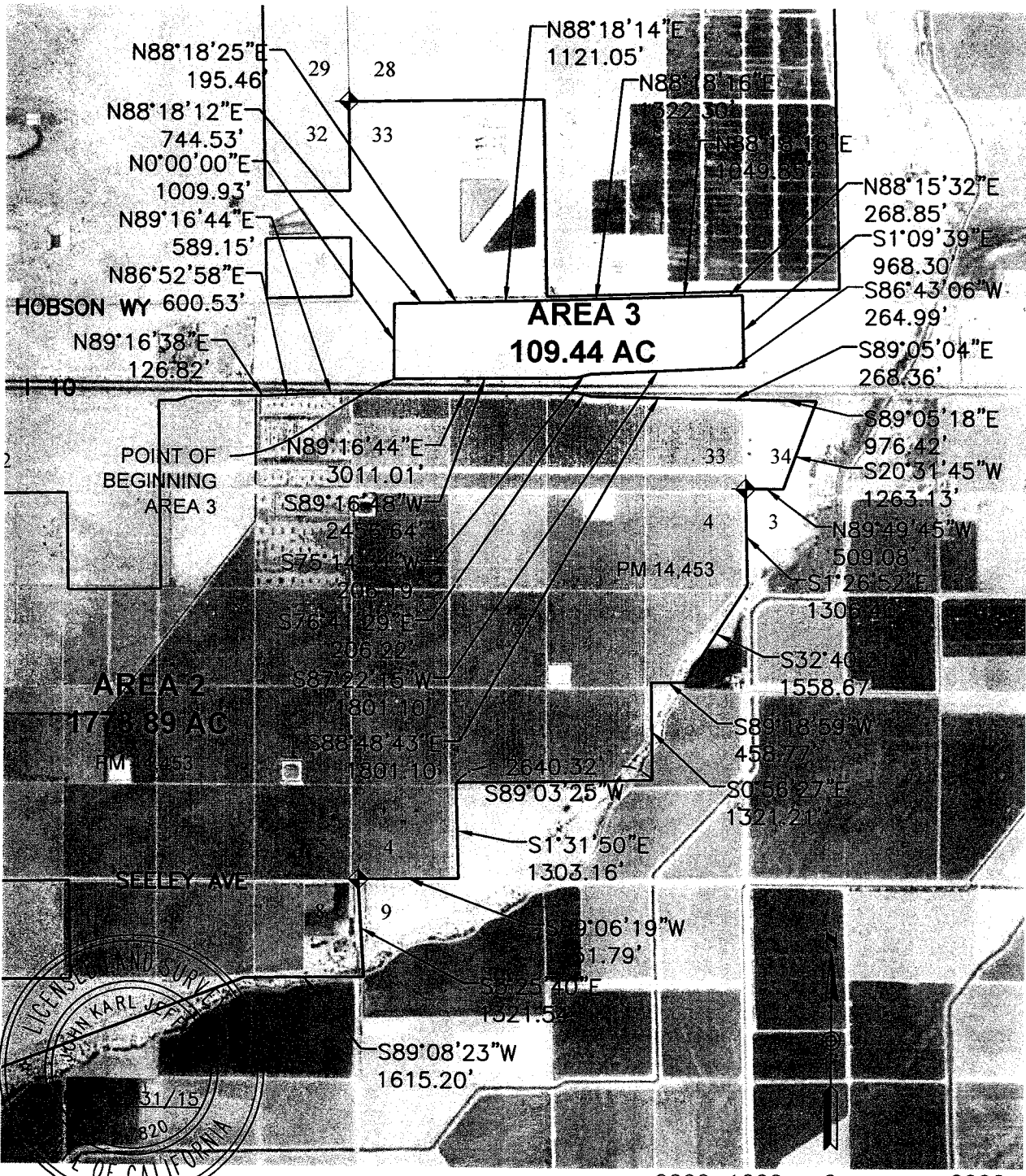
DRAWN BY: MG

CHECKED BY: JJ

SCALE: 1"=2000'

SHEET 3 OF 7

**EXHIBIT "B"**



*[Handwritten Signature]*

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

PROJECT NO. 17300

**RICK**  
ENGINEERING COMPANY

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

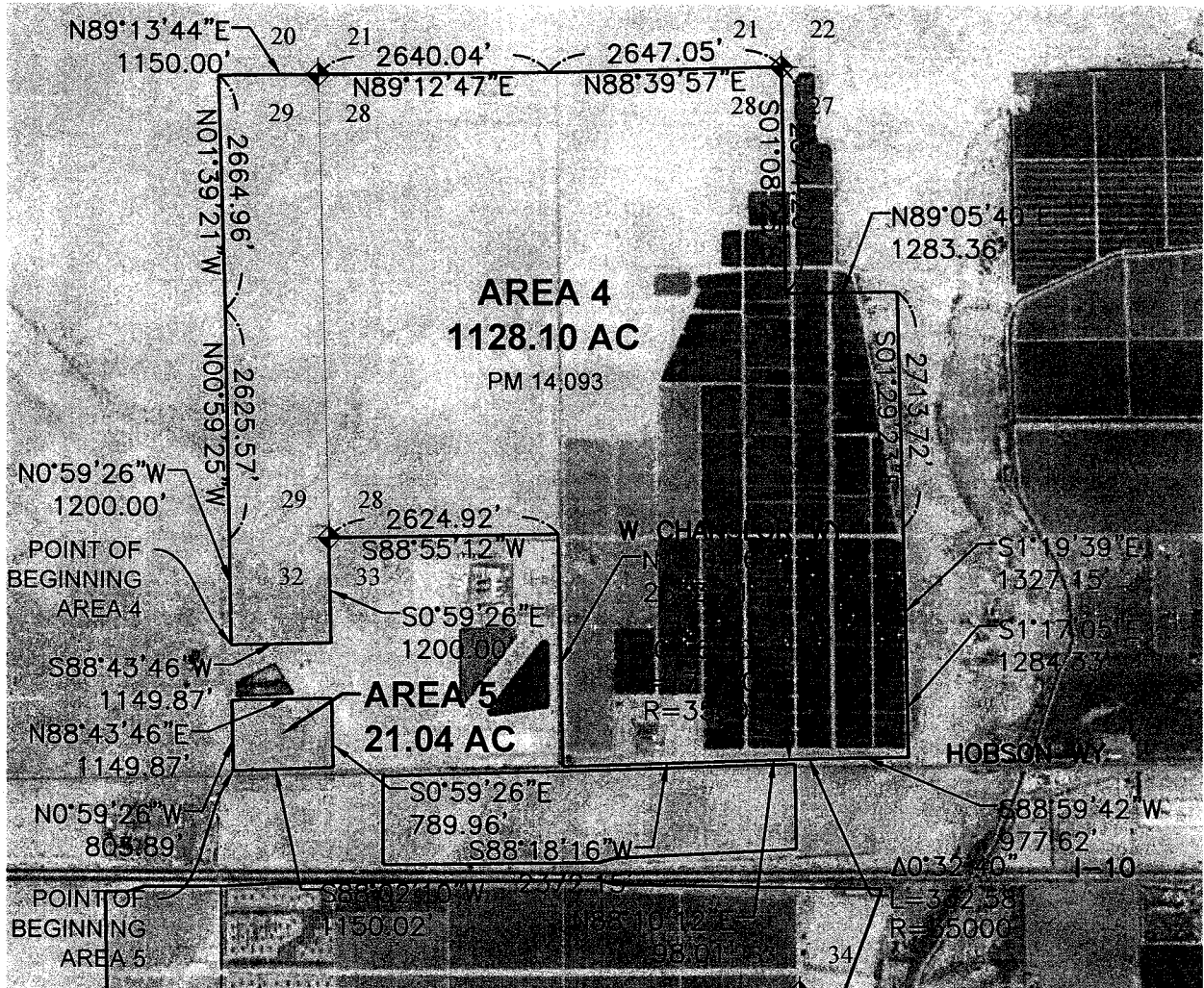
**BLYTHE MESA  
SOLAR PROJECT**

EXHIBIT

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



**EXHIBIT "B"**



*John Karl Jeffries*

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PROJECT NO. 17300



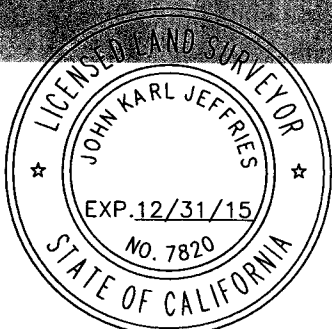
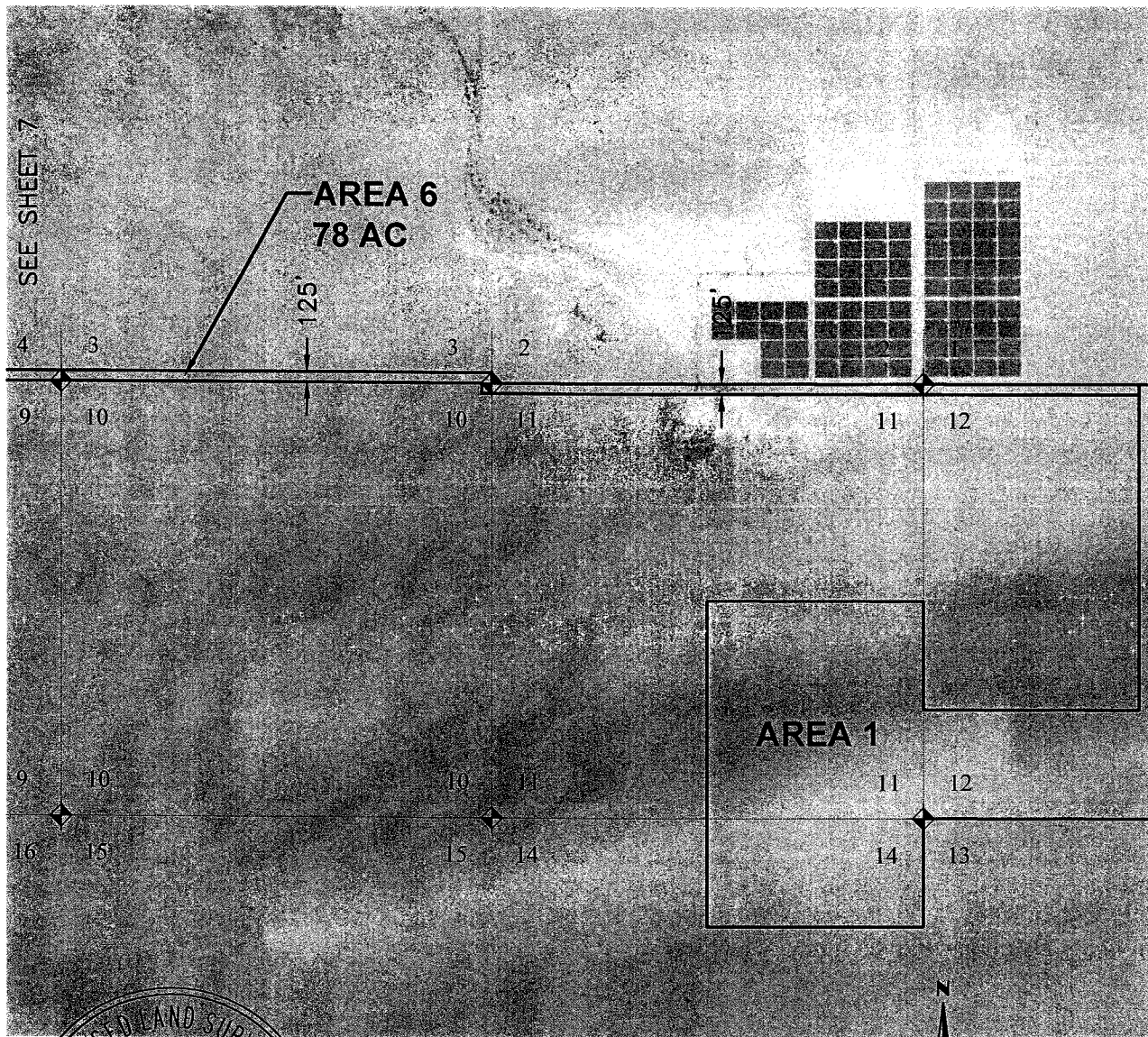
2525 EAST BIDWELL STREET  
FOLSOM, CA 95630  
916.638.8200  
(FAX)916.934.5144

**BLYTHE MESA  
SOLAR PROJECT**

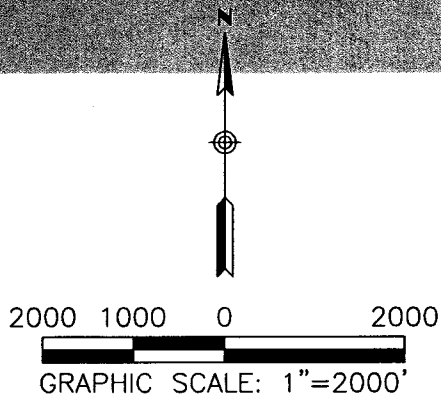
EXHIBIT

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

**EXHIBIT "B"**



*John Karl Jeffries*



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PROJECT NO. 17300



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

**BLYTHE MESA  
SOLAR PROJECT**

EXHIBIT

DATE: 1/22/2015

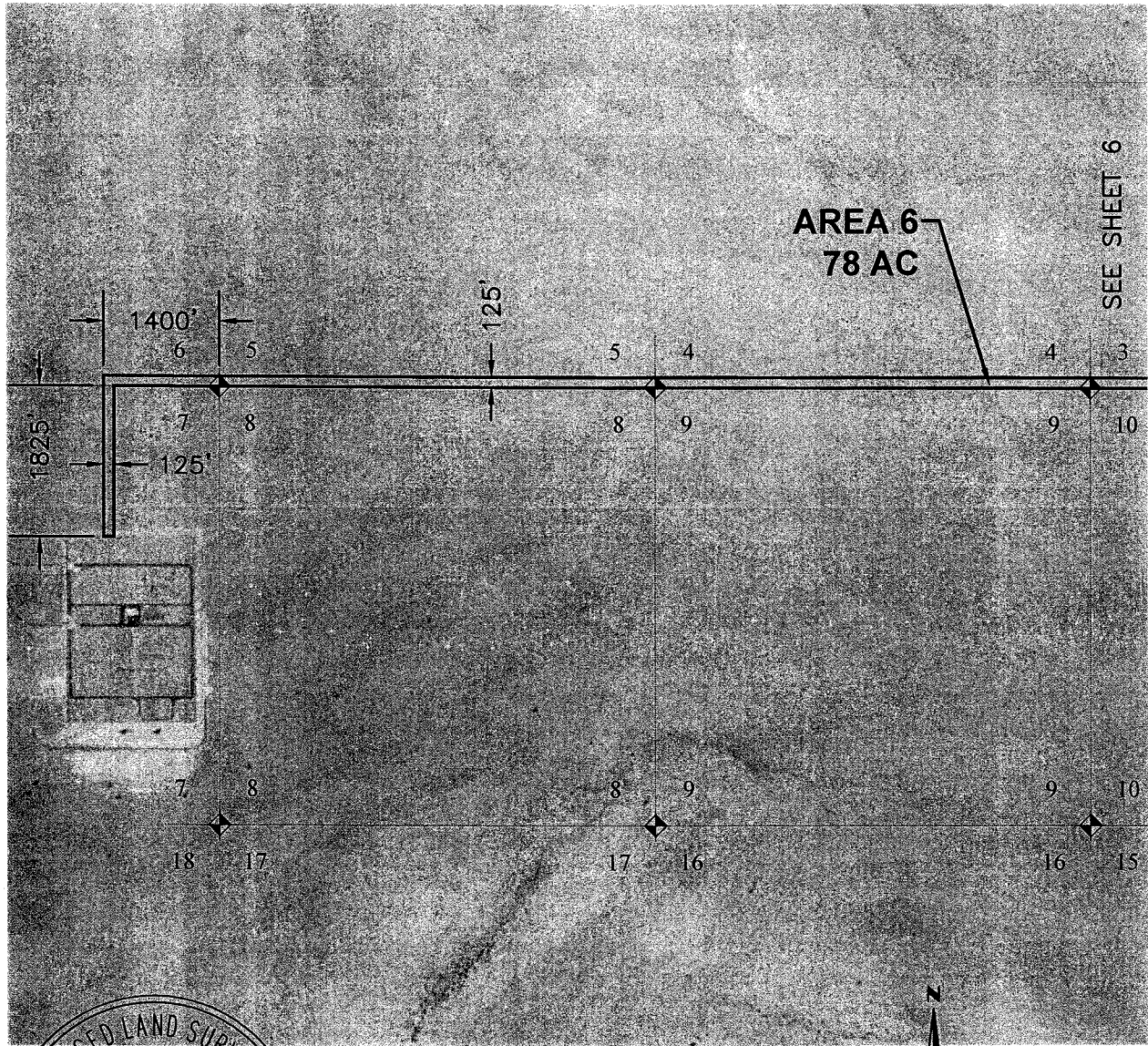
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CHECKED BY: JJ

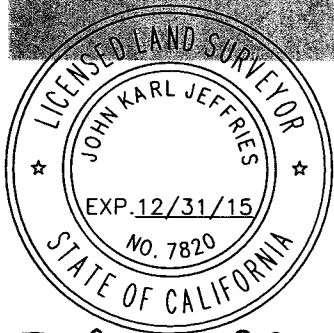
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SHEET 6 OF 7

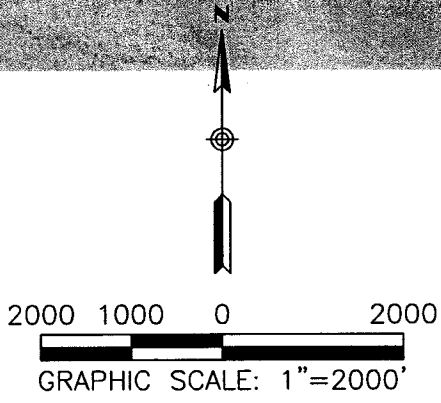
**EXHIBIT "B"**



SEE SHEET 6



*John Karl Jeffries*



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PROJECT NO. 17300



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

**BLYTHE MESA  
SOLAR PROJECT**

EXHIBIT

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

Development Agreement No. 79

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Specific Plan

Zoning

Change of Zone No. 7831

Ordinance No. 348.4800

Conditional Use Permit No. 3685

Public Use Permit No. 913

Land Divisions

Other Development Approvals

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

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

Development Agreement No. 79

EXHIBIT D

EXISTING LAND USE REGULATIONS

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

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

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

## Development Agreement No. 79

### EXHIBIT "E"

#### SOLAR POWER PLANT

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

The Project would consist of the following components:

#### **Solar facility site (3,397.62 total acres)**

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

#### **Approximately 8.4 miles of 230 kV gen-tie transmission line**

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

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

Development Agreement No. 79

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

**Solar Power Plant Net Acreage Calculation**

**Unit 1**

Private Land Gross Acreage	912.76
Private Land Net Acreage	860.84
BLM Row	78
<b>Unit 1 Net Acreage Subtotal</b>	<b>938.84</b>

**Unit 2**

Private Land Gross and Net Acreage	232.92
<b>Unit 2 Net Acreage Subtotal</b>	<b>232.92</b>

**Unit 3**

Private Land Gross and Net Acreage	610.08
<b>Unit 3 Net Acreage Subtotal</b>	<b>610.08</b>

**Unit 4**

Private Land Gross Acreage	277.72
Private Land Net Acreage	257.96
<b>Unit 4 Net Acreage Subtotal</b>	<b>257.96</b>

**Unit 5**

Private Land Gross Acreage	1476.79
Private Land Net Acreage	1357.82
<b>Unit 5 Net Acreage Subtotal</b>	<b>1357.82</b>

**Solar Power Plant Net Acreage**

Sum of Unit 1-4 Net Acreage Subtotals	<b>3397.62</b>
---------------------------------------	----------------



Development Agreement No. 79

EXHIBIT "G"

APPLICABLE COUNTY DEVELOPMENT IMPACT FEES

I. Development Impact Fees- Ordinance No. 659

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

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

Development Agreement No. 79

EXHIBIT "H"

ANNUAL REVIEW REPORT TEMPLATE

**ANNUAL REVIEW REPORT – SOLAR POWER PLANT PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

\* \* \*

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

Signature of Developer/Owner: \_\_\_\_\_

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

\* \* \*

[TO BE COMPLETED BY COUNTY]

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

TLMA Director: \_\_\_\_\_

Signature: \_\_\_\_\_

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

# The Desert Sun

mydesert.com

750 N. Gene Autry Trail  
 Palm Springs, CA 92262  
 Billing Inquiries: (866) 875-0854  
 Main Office: (760) 322-8889

## ADVERTISING INVOICE/STATEMENT

Make Checks payable to DESERT SUN PUBLISHING CO.  
 P.O. Box 677368 Dallas, TX 75267-7368  
 A finance charge of 1.5% per month(18% Annually) will be added to balances not paid by the 20th.

RIV0690000000000000000000052609830064325210825

47

RIVERSIDE COUNTY-BOARD OF SUP.  
 PO BOX 1147  
 RIVERSIDE CA 92502-1147

Customer No.	Invoice No.
RIV069	0005260983
For the Period	Thru
03/30/15	05/03/15
<b>Due Date</b>	<b>Amount Due</b>
05/18/15	6,432.52
<b>AMOUNT PAID</b>	

PLEASE RETURN THIS TOP SECTION WITH PAYMENT IN THE ENCLOSED ENVELOPE AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Date	EDT	Class	Description	Times Run	Col	Depth	Total Size	Rate	Amount
0330			BALANCE FORWARD						3,187.74
0401			CREDIT CARD CHARGE						1,308.02-
0401	CLS	0001	CECILIA NO 0459 BOARD OF	2	2	44.00	176.00		111.60
0403	CLS	0001	CECILIA NO 0489 NOTICE O	2	2	117.00	468.00		286.80
0405	CLS	0001	CECILIA NO 0494 BOARD OF	2	2	240.00	4960.00		2,982.00
0408	CLS	0001	CECILIA NO 0504 NOTICE O	2	2	105.00	420.00		258.00
0412	CLS	0001	CECILIA NO 0535 BOARD OF	2	2	36.00	144.00		92.40
0412	CLS	0001	CECILIA NO 0536 NOTICE O	2	2	93.00	372.00		229.20
0415	CLS	0001	CECILIA NO 0546 NOTICE O	2	2	157.00	628.00		382.80
0417	CLS	0001	CECILIA NO 0569 NOTICE O	2	2	85.00	340.00		210.00
16-1 of 04/14/15									2015 MAY -7 AM 11:09
Current		Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	<b>Total Due</b>			
4,474.86		1,957.66	.00	.00	.00	<b>6,432.52</b>			
Contract Type	Contract Qnty.	Expiration Date...	Current Usage	Total Used	Quantity Remaining	Salesperson			
						ORTIZ			

The Advertiser shall make payment within 15 days of the billing date indicated on Company's statement, and, in the event that it fails to make payment within such time, Company may reject advertising copy and / or immediately cancel this contract and Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this contract, including but not limited to collection fees, attorney's fees and court costs. If this agreement is cancelled due to Advertiser's failure to make timely payment, Company may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

TO ENSURE PROPER CREDIT, PLEASE RETURN THE TOP SECTION AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Customer Number	Name	Invoice Number	Amount Paid
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0005260983	

**THE DESERT SUN PUBLISHING CO.**  
 ADVERTISING INVOICE/STATEMENT

The Desert Sun  
750 N Gene Autry Trail  
Palm Springs, CA 92262  
760-778-4578 / Fax 760-778-4731

State Of California ss:  
County of Riverside

**Advertiser:**

RIVERSIDE COUNTY-BOARD OF SUP.  
4080 LEMON ST  
RIVERSIDE CA 925013

2000591601

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**Newspaper:** .The Desert Sun

4/3/2015

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 3rd day of April, 2015 in Palm Springs, California.

Declarant's Signature

RECEIVED

APR 08 2015

**Certificate of Publication**

No 0489  
NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON CHANGE OF ZONE, CONDITIONAL USE PERMIT, PUBLIC USE PERMIT, ORDINANCE AMENDMENT, INTENT TO CERTIFY AN ENVIRONMENTAL IMPACT REPORT AND INTENT TO CONSIDER ADOPTION OF A DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, April 14, 2015 at 10:30 A.M.** or as soon as possible thereafter, to consider the Blythe Mesa Solar Project application submitted by Renewal Resources Group - Rupal Patel, on **Change of Zone No. 7831**, which proposes to change the zoning from Natural Assets (N-A), Controlled Development Areas 10 acre minimum (W-2-10), and Controlled Development Areas 5 acre minimum (W-2-5) to Light Agriculture 10 acre minimum (A-1-10), or such other zones as the Board may find appropriate; Conditional Use Permit No. 3685, which proposes a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant) consisting of a solar array field utilizing single-axis solar PV trackers and panels with a combined maximum height of eight feet; Public Use Permit No. 913, which proposes to permit a new 8.4 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line would connect the proposed Project with the approved Colorado River Substation located west of the Project site subject to Public Use Permit; and, Development Agreement (DA No. 79), which the applicant and the County staff have negotiated consistent with the County's solar power plant program. DA No. 79 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of agreement. Proposed Ordinance No. 664.57 incorporates by reference and adopts DA No. 79 consistent with Government Code section 65867.5. The Project is a Fast Track project (FTA No. 2013-10). The Blythe Mesa Solar Project is located northerly and southerly of Interstate 10, westerly of Neighbors Boulevard and Arrowhead Boulevard and southerly and easterly of the Blythe Airport - Palo Verde Valley Area Plan, Fourth Supervisorial District.

The Riverside County Planning Department has determined that the above-described Project has the potential to have a significant effect on the environment and has prepared an environmental impact report. Environmental Impact Report No. 529, which identifies all significant environmental effects, has been prepared in conjunction with the above referenced applications that constitute the Project. The EIR concluded that there are no impacts that are significant and unavoidable after mitigation. The Board of Supervisors will consider the Project, and the final environmental impact report, at the public hearing.

The project case file, including the final environmental impact report (EIR529), responses to comments on EIR529, appendices and all documents referenced in EIR529, may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Clerk of the Board of Supervisors at 4080 Lemon Street, 1st Floor, Riverside, California 92501, and at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501. FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT LARRY ROSS PROJECT PLANNER, AT (951) 955-9294 OR EMAIL lross@rctma.org.

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project. If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Please send all written correspondence to:-  
Clerk of the Board, 4080 Lemon Street, 1st Floor,  
Post Office Box 1147, Riverside, CA 92502-1147

Dated: April 3, 2015  
Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant  
Published: 4/3/15

COUNTY OF RIVERSIDE  
CLERK OF THE BOARD  
P.O. BOX 1147  
RIVERSIDE, CA 92502-1147

*PTS*  
*MW*

RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS

2015 APR 28 PM 1:31

ASMT-879080013, APN-879080013  
DORIS SPEIERMAN  
10630 HICKORY CREST LN  
COLUMBIA MD 21044

PRESORTED  
FIRST CLASS



NIXIE 212 DE 1260 00  
RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD  
BC: 92502114747 \*0727-013

CVT-1-83-480-2-80-0-4-4

COUNTY OF RIVERSIDE  
CLERK OF THE BOARD  
P.O. BOX 1147  
RIVERSIDE, CA 92502-1147

RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS

2015 APR 28 PM 1:31

ASMT: 879080008, APN: 879080008  
JOTTN HARRISON, ETAL  
26346 RIDGEMOOR RD  
SUN CITY CA 92586

PRESORTED  
FIRST CLASS



NIXIE 917 FE 1260 00  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESS  
UNABLE TO FORWARD  
BC: 92502114747 \*0818-049

CVT-1-83-480-2-80-0-4-4