

#### 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 OWNERS 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 OWNERS 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 or 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, whichever occurs first, for any part of the Solar Power Plant, the relevant 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 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, the relevant 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 paid by each respective OWNER and each September 30th thereafter during the term of the Agreement, each OWNER shall pay to COUNTY an amount equal to the Base Payment paid on their respective phase(s) (developed area(s)).

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, OWNERS shall agree that any incorporation or annexation may be conditioned so as to require OWNERS to make said payments to COUNTY prior to the effective date of incorporation or annexation.

4.3. Local Sales and Use Taxes. OWNERS 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 Department of Tax and Fee Administration (CDTFA) 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 project, OWNERS shall do the following, consistent with law:

(a) If an OWNER meets the criteria set forth in applicable CDTFA regulations and policies, that OWNER shall obtain a CDTFA 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) Each 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 CDTFA regulations and policies must obtain a CDTFA 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, each 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, CDTFA 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 CDTFA specific to the solar power plant jobsite. Said list shall include all the above information for the relevant OWNER, its contractors, and all Major Subcontractors. Each OWNER shall provide updates to COUNTY of the information required of that OWNER under this section within thirty (30) days of any changes to the same, including the addition of any contractor or Major Subcontractor.

(d) Each OWNER shall certify in writing that it 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) Each 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) Each 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 CDTFA. 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) OWNERS understand and agree 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 OWNERS 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 and Additional Community Benefit Fee. Ordinance No. 659 is the COUNTY'S Development Impact Fee ("DIF") Program adopted under the authority of the Mitigation Fee Act. DIF applies to all development in the 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."

OWNERS and COUNTY acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial or industrial development. OWNERS and COUNTY have agreed to an "Adjusted DIF" for this Project of \$2,421,300. In addition, OWNERS will pay an Additional Community Benefit Fee ("CBF") of \$1,100,000. The OWNERS shall pay these fees as follows:

(a) One hundred thousand dollars (\$100,000) of the CBF will be due on or before the issuance of the first grading or building permit, whichever comes first, for the Project or any phase of the Project.

(b) The Adjusted DIF will be due on or before the issuance of any grading or building permit, whichever comes first, and will be prorated based on

the acreage covered by said grading or building permit. The Adjusted DIF will be paid in phases as identified in subsection (d) below. The Adjusted DIF has been calculated to cover the entire development, including but not limited to all generation-tie transmission line facilities, Project improvements and solar arrays as identified in the EIR. These amounts include 960,000 square feet (approximately 22 acres) for all electrical enclosures including those used for both solar generation and energy storage ("Electrical Enclosures"). Any extension of the Project acreage beyond the acreage amounts identified in the EIR may require additional fees under Ordinance No. 659 or a separate or supplemental agreement.

(c) Prior to the issuance of a certificate of occupancy for all or any portion of the Project, the OWNERS shall pay the remainder of the CBF (\$1,000,000) in an amount proportional to the amount of the Project, in terms of acres, that is subject to the certificate of occupancy.

(d) The Parties anticipate that Phase 1 of the Project will encompass development of 51.5% of the Project acreage and Phase 2 will encompass the remaining 48.5% of the acreage, except as the Project pertains to Electrical Enclosures as set forth in subsection (e) below. Unless notified of other arrangements by the OWNERS, the COUNTY will use these proportions to determine each OWNER'S share of the development fees.

(e) With regard to Electrical Enclosures, COUNTY and OWNERS understand that the Adjusted DIF will include the DIF for approximately 64,000 square feet of Electrical Enclosures for solar power generation facilities and 896,000 square feet for energy storage facilities, presently anticipated to be battery storage, for a total of 960,000 square feet of Electrical Enclosures. OWNERS do not presently intend to construct the battery storage enclosures during either Phase 1 or Phase 2 of the Project. Rather, OWNERS anticipate that battery storage will be constructed using separate permits following construction of the solar generation facilities. COUNTY and OWNERS agree that the Adjusted DIF shall include the construction of up to 960,000 square feet of Electrical Enclosures and that to the extent those enclosures are not constructed during either Phase 1 or Phase 2, OWNERS will have a DIF credit for any Electrical Enclosures built at the Project site up to a total of 960,000 square feet. To the extent 960,000 square feet of Electrical Enclosures are never built, OWNERS are not entitled to any refund of the Adjusted DIF. To the extent construction exceeds 960,000 square feet of Electrical Enclosures, OWNERS shall pay the DIF category that is applicable to utility scale solar projects, either by ordinance or in practice, prior to issuance of a building permit for the Electrical Enclosures in excess of 960,000 square feet.

(f) The COUNTY'S agreement to accept an Adjusted DIF for the Project is contingent upon diligent development efforts by the OWNERS. Therefore, the Adjusted DIF will be void if the OWNERS have not paid the Adjusted DIF for either Phase 1 or Phase 2 of the Project within five (5) years of

executing this Agreement. If the Adjusted DIF is void, the OWNER(S) will be required to pay the DIF category that is applicable to utility scale solar power plant projects, either by ordinance or in practice, at the time payment of a DIF is required, unless otherwise modified by agreement of the Parties.

## 5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate, COUNTY and OWNERS 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. OWNERS also agree that they 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 that one or more OWNER or PROPERTY 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 or facilities are subject to payment of taxes and/or assessments, such taxes and/or assessments shall be paid in full by the conveying OWNER(S) and/or PROPERTY OWNERS prior to completion of any such conveyance.

(b) If an OWNER or PROPERTY OWNER is in default in the payment of any taxes and/or assessments, that OWNER or PROPERTY 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 September 15th of each year commencing on September 15th at least six (6) months after the Effective Date, in order to ascertain the good faith compliance by OWNERS with the terms of the Agreement. On or before July 1st of each year, OWNERS shall submit an annual monitoring report, in a form specified by the TLMA Director and consistent with the template attached hereto as Exhibit "G", 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, OWNERS shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on each 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 OWNERS 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 an OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded for that OWNER.

(d) If the Board makes a preliminary finding that an 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 the non-complying 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 the PROPERTY OWNER(S) and OWNER(S) of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

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

(c) Such other information as is reasonably necessary to inform OWNER or PROPERTY 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, the PROPERTY OWNER and OWNER subject to the hearing shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. The PROPERTY OWNER and 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 the PROPERTY OWNER and OWNER. If the Board of Supervisors finds, based

upon substantial evidence, that the PROPERTY OWNER and OWNER have not complied in good faith with the terms or conditions of the Agreement, the Board may terminate or modify this Agreement with respect to that PROPERTY OWNER and OWNER and impose such conditions as are reasonably necessary to protect the interests of 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, an OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request by an OWNER, issue a Certificate of Agreement Compliance ("Certificate") to the requesting 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) the requesting 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. An OWNER may record any Certificate with the County Recorder.

Whether or not the Certificate is relied upon by transferees or an 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. Impacted OWNER(S) and PROPERTY OWNER(S) 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 the OWNER(S), PROPERTY OWNER(S) 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 PROPERTY OWNERS or OWNERS, or to any successors in interest of PROPERTY OWNERS or OWNERS, or to any other person, and PROPERTY OWNERS and OWNERS covenant 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, an 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. PROPERTY OWNERS are not liable to COUNTY for damages under this Agreement.

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

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

(b) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, PROPERTY OWNERS and OWNERS may be foreclosed from other choices they may have had to utilize the Property or portions thereof. OWNERS have 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 an 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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

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 with respect to a given OWNER for any failure of that OWNER to perform any material duty or obligation of that 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 a defaulting OWNER of default, setting forth the nature of the default and the actions, if any, required by the defaulting OWNER to cure such default. Such termination will be effective within sixty (60) days after the effective date of such notice (1) where the default can be cured, but the defaulting OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or (2) in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, and the defaulting OWNER has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of COUNTY. An OWNER may terminate this Agreement with respect to its interests in the Project 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. Such termination will be effective within sixty (60) days after the effective date of such notice (1) where the default can be cured, but COUNTY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or (2) in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, and COUNTY has failed to commence the actions necessary to cure such default within such sixty (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.

OWNERS and PROPERTY OWNERS have reviewed the General Plan and concur 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 Project.

COUNTY shall have no liability in damages under this Agreement for any failure of COUNTY to perform under this Agreement or the inability of OWNERS and PROPERTY OWNERS 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. OWNERS shall defend, at their 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. To the extent that any challenged approvals are required by more than one separately owned phases or portions of the Project (for example, the EIR, the CUP, and other Project-wide approvals), all OWNERS shall be jointly and severally obligated to defend the County pursuant to this paragraph. COUNTY shall promptly notify impacted OWNER(S) of any claim, action or proceeding covered by this paragraph, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify OWNERS of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, OWNERS 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. In response to any third party litigation concerning this Agreement, an OWNER may alternatively, in its sole discretion, settle with third party litigants, provided that such settlement does not require changes in the Development Plan that must be approved by COUNTY. An OWNER may also, in conjunction with other OWNERS where applicable and in its sole discretion when challenged approvals do not impact any other phase or portion of the Project, terminate the challenged portion of the Project in accordance with paragraph 2.6(d).

9.3 Indemnity. In addition to the provisions of 9.2 above, each 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 that OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNERS' 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. OWNERS shall defend, at their expense, including attorneys' fees, COUNTY, its

officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. To the extent that the activities contemplated hereunder involve shared Project infrastructure, the OWNERS shall be jointly and severally liable for the COUNTY'S defense. COUNTY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. Each 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 that 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 each OWNER that allegedly committed or contributed such act or omission 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. To the extent that the activities contemplated hereunder involve violations involving more than one owner or shared activities or obligations, the OWNERS shall be jointly and severally liable for the COUNTY'S defense. 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.

9.7 Exclusion of PROPERTY OWNERS. Consistent with Section 3.12, COUNTY is not obligated to defend Development Approvals on behalf of PROPERTY OWNERS in their role as PROPERTY OWNERS and PROPERTY OWNERS accordingly have no obligation to defend or indemnify COUNTY in any matter. Nothing in this section shall be construed to limit the obligations of OWNERS to defend and indemnify COUNTY as set forth in Sections 9.2, 9.3, and 9.4 above.

## 10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit a PROPERTY OWNER or an OWNER, in any manner, at that PROPERTY OWNER'S or 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 a requesting PROPERTY OWNER or 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 PROPERTY OWNER or OWNER with an interest in the Property or relevant part thereof in the performance of that PROPERTY OWNER'S or 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 an OWNER or a PROPERTY 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 that 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 a 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 an OWNER'S obligations or other affirmative covenants of an OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by an 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, to the extent that such payments are due, 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 Severable Obligations. The OWNERS currently contemplate developing the Project in at least two phases, with Phase 1 (51.5% of the solar field) to be constructed by IP ATHOS, LLC and Phase 2 (48.5% of the solar field) to be constructed by IP ATHOS II, LLC. Obligations of the OWNERS under this Agreement with respect to the generation-tie transmission line and Project improvements excluding the solar fields shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS, curable by either OWNER. Unless otherwise set forth in this Agreement, obligations with respect to each OWNER'S identified Phase (solar array field) will be severable and one OWNER shall not be required to cure the default of the other OWNER with regard to obligations specific to the other OWNER'S Phase.

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. No 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 on the one hand and OWNERS and PROPERTY OWNERS on the other 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. In the event of a Material Condemnation, meaning 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, the affected 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 a PROPERTY OWNER or an 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, the PROPERTY OWNER or 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 that PROPERTY OWNER or OWNER. If for any reason service of such process upon such agent is not feasible, then in such event the PROPERTY OWNER or OWNER may be personally served with such process out of this County and such service shall constitute valid service upon that PROPERTY OWNER or OWNER. Each PROPERTY OWNER or 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. Each PROPERTY OWNER or 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 each PROPERTY OWNER or OWNER warrants and represents that he or she has the authority to execute this Agreement on behalf of his or her corporation, partnership or business entity and warrants and represents that he or she has the authority to bind PROPERTY OWNER or 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 \_\_\_\_\_

KEVIN JEFFRIES

Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

By \_\_\_\_\_

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL  
BY:  6/5/19  
TIFFANY N. NORTH DATE



OWNER:

**IP ATHOS, LLC,**  
a Delaware limited liability company

By: IP Portfolio I, LLC,  
a Delaware limited liability  
company, its sole member

By: IP Renewable Energy  
Holdings LLC,  
a Delaware limited liability  
company, its sole member

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

Name: Sheldon Kimber

Title: President

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

**IP ATHOS, LLC,**  
a Delaware limited liability company

By: IP Portfolio I, LLC,  
a Delaware limited liability  
company, its sole member

By: IP Renewable Energy  
Holdings LLC,  
a Delaware limited liability  
company, its sole member

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

Name: Lucas Dunnington

Title: Vice President

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

**IP ATHOS II, LLC,**  
a Delaware limited liability company

By: IP Portfolio I, LLC,  
a Delaware limited liability  
company, its sole member

By: IP Renewable Energy  
Holdings LLC,  
a Delaware limited liability  
company, its sole member

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

Name: Sheldon Kimber

Title: President

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

**IP ATHOS II, LLC,**  
a Delaware limited liability company

By: IP Portfolio I, LLC,  
a Delaware limited liability  
company, its sole member

By: IP Renewable Energy  
Holdings LLC,  
a Delaware limited liability  
company, its sole member

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

Name: Lucas Dunnington

Title: Vice President

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

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

PROPERTY OWNER

\_\_\_\_\_

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

Philip Hu

\_\_\_\_\_

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

Catherine Hu Zangrilli

\_\_\_\_\_

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

Vivian Hu Shen

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

PROPERTY OWNER  
Apollo Venture Partnership, LLC

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

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

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.)

PROPERTY OWNER

\_\_\_\_\_

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

Transito A. Castellanos,  
Trustee of the Transito and Martha Castellanos Living Trust  
dated July 12, 2013, and any amendments thereto

\_\_\_\_\_

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

Martha L. Castellanos,  
Trustee of the Transito and Martha Castellanos Living Trust  
dated July 12, 2013, and any amendments thereto

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

PROPERTY OWNER

\_\_\_\_\_

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

Carmencita G. Castro, as trustee of The Castro Family Trust  
dated 2/16/09

\_\_\_\_\_

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

Conrado E. Castro, Jr., as trustee of The Castro Family Trust  
dated 2/16/09

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

PROPERTY OWNER  
Chuckwalla Valley Associates, LLC

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

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

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.)

PROPERTY OWNER  
The Jewel Date Company, Inc.

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

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

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.)

PROPERTY OWNER  
CP Land Holdings, LLC

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

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

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

PROPERTY OWNER  
CP Land Holdings, LLC

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

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

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.)



PROPERTY OWNER

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

\_\_\_\_\_  
David Caspers, Trustee of the Caspers Family Trust  
dated Nov 6, 1997

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

PROPERTY OWNER

\_\_\_\_\_

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

Robert R. Freedlander

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

PROPERTY OWNER

\_\_\_\_\_

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

Jeff Scott, Successor Trustee of The Mortensen  
Family Trust dated January 30, 1987

\_\_\_\_\_

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

Lawrence Clark Powell, Successor Trustee of  
The Hope M. Holcomb Trust dated 2/11/2002

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

PROPERTY OWNER

\_\_\_\_\_

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

Claire Naples Eisinger, sole surviving Successor  
Trustee of the "Kelly F. Naples and Madelyn R. Naples  
1971 Trust," dated May 14, 1971

PROPERTY OWNER

\_\_\_\_\_

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

Vincent M. Paglia

PROPERTY OWNER

\_\_\_\_\_

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

Raymond Dean Paglia

PROPERTY OWNER

\_\_\_\_\_

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

Michael Paglia

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

PROPERTY OWNER  
Northstar Capital Development, LLC

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

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

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.)

PROPERTY OWNER

\_\_\_\_\_

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

Om P. Garg

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

PROPERTY OWNER

\_\_\_\_\_

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

Raul Lopez

PROPERTY OWNER

\_\_\_\_\_

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

Lorraine S. Lopez

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

PROPERTY OWNER

\_\_\_\_\_

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

Ritheary Chea

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



PROPERTY OWNER  
Southwest Conservancy III, LLC

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

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

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.)

PROPERTY OWNER  
VG Devco, LLC

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

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

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.)

Development Agreement No. 1900001

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

**PROJECT PARCEL DESCRIPTIONS, UNDER OPTION**

PORTIONS OF THE FOLLOWING SECTIONS, ALL IN RIVERSIDE COUNTY, CALIFORNIA:

SECTIONS 30 & 31, TOWNSHIP 4 SOUTH, RANGE 16 EAST, SAN BERNADINO MERIDIAN;  
SECTIONS 4, 5, 7, 8, 9, 16, 17, 18 & 21, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN  
BERNARDINO MERIDIAN;  
SECTIONS 19, 29 & 30, TOWNSHIP 5 SOUTH, RANGE 17 EAST, SAN BERNARDINO MERIDIAN

**AS TO SAID SECTIONS 30 & 31:**

**PROJECT AREA 1:**

PARCELS 1 THROUGH 32, INCLUSIVE, OF PARCEL MAP 15617 IN RIVERSIDE COUNTY, CALIFORNIA,  
AS PER MAP RECORDED IN BOOK 83, PAGES 47 THROUGH 50, OF PARCEL MAPS, OF SAID  
COUNTY.

TOGETHER WITH,

LOTS 1 AND 2 OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SAID SECTION  
31.

CONTAINING 42,180,109 SQUARE FEET OR 968.32 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE  
SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**AS TO SAID SECTIONS 4, 5, 7, 8, 9, 16, 17, 18 & 21**

**PROJECT AREA 2:**

THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 6, LYING SOUTHEASTERLY OF  
THE SOUTHEASTERLY LINE OF DESERT CENTER RICE ROAD/HIGHWAY 177, AS RECORDED IN  
BOOK 665, PAGE 274 OF OFFICIAL RECORDS.

TOGETHER WITH,

THAT PORTION OF SECTION 7, LYING SOUTHEASTERLY OF THE  
SOUTHEASTERLY RIGHT-OF-WAY LINE OF DESERT CENTER RICE  
ROAD/HIGHWAY 177, AS RECORDED IN BOOK 665, PAGE 274 OF  
OFFICIAL RECORDS,

EXCEPTING THAT FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST  
QUARTER OF SAID SECTION 7, THENCE S88°53'30" WEST, ALONG  
THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF  
200.00 FEET;



SHEET: 01 OF 06  
DATE: 06/03/19

**Athos Solar Project**

**Project Area  
Descriptions**

**RIVERSIDE COUNTY, CA**

**EXHIBIT A**

**Westwood**

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75093  
westwoodpa.com

Westwood Professional Services, Inc.

**PROJECT AREA 2: (CONTINUED)**

THENCE N01°06'30"W, A DISTANCE OF 598.43 FEET;

THENCE N44°35'35"W, A DISTANCE OF 1880.40 FEET, TO A POINT ON THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID SOUTHEASTERLY LINE, S45°30'00"W, A DISTANCE OF 350.00 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, S45°30'00"W, A DISTANCE OF 600.00 FEET;

THENCE S44°05'00"E, A DISTANCE OF 300.00 FEET;

THENCE N45°30'00"E, A DISTANCE OF 600.00 FEET;

THENCE N44°06'00"W, A DISTANCE OF 300.00 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH,

THE NORTHEAST QUARTER AND GOVERNMENT LOTS 1 AND 2 IN THE NORTHWEST QUARTER OF SAID SECTION 18.

EXCEPTING THE WEST 472.50 FEET OF THE SOUTH 1844.50 FEET OF SAID GOVERNMENT LOT 2. CONTAINING 34,128,840 SQUARE FEET OR 783.49 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**PROJECT AREA 3:**

THAT PORTION OF SAID SECTION 8; BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 8, 300.00 FEET EASTERLY FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8,

THENCE ALONG A LINE PARALLEL WITH AND 300.00 FEET EASTERLY OF THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, TO THE SOUTH LINE OF SAID NORTH HALF;

THENCE EASTERLY ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8 TO A LINE PARALLEL WITH AND 1100.00 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 8;

THENCE NORTHERLY ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF SAID SECTION 8;

SHEET: 02 OF 06  
DATE: 06/03/19

**Westwood**

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

*Project Area  
Descriptions*

EXHIBIT A

**PROJECT AREA 3: (CONTINUED)**

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 8, TO THE POINT OF BEGINNING.  
TOGETHER WITH,

THE WEST 1/2, OF THE NORTH 1/2, OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 9,

EXCEPTING A PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER TO SECTIONS 4, 5, 8 & 9,

THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9, N89°06'01"E, A DISTANCE OF 664.21 FEET, TO THE NORTHEAST CORNER OF THE SAID WEST 1/2;

THENCE SOUTH ALONG THE EAST LINE OF SAID WEST 1/2, S00°48'31"E, A DISTANCE OF 621.70, TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°48'15"E, A DISTANCE OF 35.50 FEET, TO THE SOUTHEAST CORNER OF SAID WEST 1/2;

THENCE ALONG THE SOUTH LINE OF SAID WEST 1/2, S89°10'01"W, A DISTANCE OF 36.16 FEET;

THENCE N44°42'18"E, A DISTANCE OF 50.68 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH,

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4;

TOGETHER WITH,

THE EASTERLY RECTANGULAR 1100.00 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8;

TOGETHER WITH,

THE EASTERLY RECTANGULAR 1100.00 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 5, EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4, ALSO EXCEPTING THEREFROM THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4, OF SECTION 5;

TOGETHER WITH,

THE SOUTH 885.25 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5;

THENCE WESTERLY ALONG THE MID-SECTION LINE OF SAID SECTION 5 TO THE SOUTHEASTERLY LINE OF THE DESERT CENTER RICE ROAD/HIGHWAY 177, AS SHOWN BY RECORD OF SURVEY IN BOOK 12, PAGE 81 RIVERSIDE COUNTY, CALIFORNIA;

SHEET: 03 OF 06

DATE: 06/03/19

**Westwood**

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

*Project Area  
Descriptions*

EXHIBIT A

**PROJECT AREA 3: (CONTINUED)**

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A LINE PARALLEL WITH AND 300 FEET EASTERLY MEASURED AT RIGHT ANGLE FROM THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 5;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT ON THE SOUTH LINE OF SAID SECTION 5;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO A LINE THAT IS PARALLEL WITH AND 1100.00 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 5;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5;

THENCE NORTHERLY TO THE POINT OF BEGINNING.

CONTAINING 7,273,749 SQUARE FEET OR 166.98 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**PROJECT AREA 4:**

THE WESTERLY RECTANGULAR ONE-THIRD OF THE SOUTH HALF OF SAID SECTION 17.

CONTAINING 4,759,306 SQUARE FEET OR 109.26 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**PROJECT AREA 5:**

THOSE PORTIONS OF SAID SECTIONS 16 & 17, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16;

THENCE S00°42'52"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1334.17 FEET, TO THE SOUTHEAST CORNER THEREOF;

THENCE S89°29'42"W, A DISTANCE OF 1325.59 FEET TO THE SOUTHWEST CORNER THEREOF;

SHEET: 04 OF 06  
DATE: 06/03/19

**Westwood**

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-6160 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

**RIVERSIDE COUNTY, CA**

**Project Area  
Descriptions**

**EXHIBIT A**

**PROJECT AREA 5: (CONTINUED)**

THENCE S89°47'10"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1447.37 FEET;

THENCE N63°53'19"E, A DISTANCE OF 3069.49 TO THE POINT OF BEGINNING.

TOGETHER WITH,

THE SOUTH 1/2 OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF SAID SECTION 16;

EXCEPTING THEREFROM, A STRIP OF LAND 100.00 FEET IN WIDTH LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 16, 1155.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 16;

THENCE S61°25'14"E, A DISTANCE OF 2505.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4.

TOGETHER WITH,

THAT PORTION OF SAID SECTION 9, BEING PART OF THE SOUTH 1/2 OF SAID SECTION AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 9, 1912.21 FEET;

THENCE SOUTHWESTERLY IN A DIRECT LINE, 4407.37 FEET TO THE SOUTH LINE OF SAID SECTION;

THENCE EASTERLY ALONG SAID SOUTH LINE, 3960.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16.

TOGETHER WITH,

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16.

TOGETHER WITH,

THE WEST 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 16.

CONTAINING 21,943,125 SQUARE FEET OR 503.74 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**SHEET: 05 OF 06**

**DATE: 06/03/19**

**Athos Solar Project**

**Project Area  
Descriptions**

**RIVERSIDE COUNTY, CA**

**EXHIBIT A**

**Westwood**

Phone (214) 473-4840 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75093  
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Westwood Professional Services, Inc.



**PROJECT AREA 6:**

THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21.

EXCEPTING THE EAST 23 ACRES OF SAID NORTH 1/2.

CONTAINING 11,217,202 SQUARE FEET OR 257.51 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**AS TO SAID SECTIONS 19, 29 & 30**

**PROJECT AREA 7:**

THE SOUTHEAST QUARTER OF SAID SECTION 19, AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30,

TOGETHER WITH,

THE NORTHWEST QUARTER OF SAID SECTION 29.

CONTAINING 17,447,715 SQUARE FEET OR 400.54 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

SHEET: 06 OF 06  
DATE: 06/03/19

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**Athos Solar Project**

**RIVERSIDE COUNTY, CA**

*Project Area  
Descriptions*

**EXHIBIT A**

**SECTION 31 DESCRIPTION**

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH SECTION CORNER COMMON TO SECTIONS 5 AND 6 OF TOWNSHIP 5 SOUTH, RANGE 16 EAST, FROM WHICH THE SOUTH 1/4 CORNER FOR SAID SECTION 31, BEARS N89°33'20"E, A DISTANCE OF 415.99 FEET;

THENCE, N01°05'41"W, A DISTANCE OF 1294.53 FEET TO A POINT ON THE BOUNDARY OF THE METROPOLITAN WATER DISTRICT (MWD) BOUNDARY, AS DESCRIBED IN BOOK 73, PAGE 24, OF RIVERSIDE COUNTY RECORDS AND THE POINT OF BEGINNING, FROM WHICH A MONUMENT FOR THE MWD BOUNDARY BEARS S88°25'19"W, A DISTANCE OF 218.79 FEET;

THENCE CONTINUING N01°05'41"W, A DISTANCE OF 1304.48 FEET, TO THE NORTH LINE OF SAID SW1/4;

THENCE ALONG SAID NORTH LINE, N88°37'20"E, A DISTANCE OF 100.00 FEET;

THENCE LEAVING SAID NORTH LINE, S01°05'41"E, A DISTANCE OF 1304.13 FEET TO A POINT ON SAID MWD BOUNDARY, FROM WHICH POINT A MONUMENT FOR THE MWD BOUNDARY BEARS N88°25'19"E, A DISTANCE OF 345.04 FEET;

THENCE ALONG SAID BOUNDARY, S88°25'19"W, A DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 130,431 SQUARE FEET OR 3.00 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**SECTION 5 NORTH OF HWY DESCRIPTION**

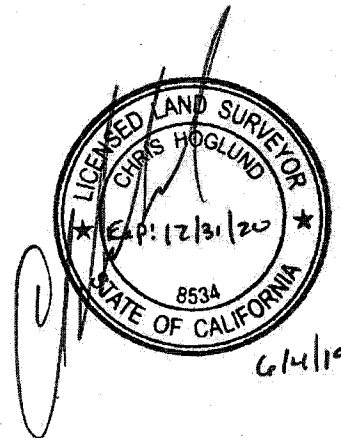
A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WEST 100.00 FEET OF THAT PORTION OF THE SAID SW1/4 LYING NORTH OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DESERT RICE ROAD/HIGHWAY 177, AS DESCRIBED IN THAT RECORD OF SURVEY IN BOOK 12, PAGE 81, RIVERSIDE COUNTY RECORDS.

CONTAINING 176,762 SQUARE FEET OR 4.06 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.



SHEET: 01 OF 05  
DATE: 06/03/19

**Athos Solar Project**

RIVERSIDE COUNTY, CA

*Gentle Areas*

EXHIBIT A

**Westwood**

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Westwood Professional Services, Inc.

**SECTION 5 SOUTH OF HWY DESCRIPTION**

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7 & 8 OF TOWNSHIP 5 SOUTH, RANGE 16 EAST;

THENCE NORTH ALONG THE WEST LINE OF SAID SW1/4, N00°53'31"W, A DISTANCE OF 511.55 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°53'31"W, A DISTANCE OF 168.31 FEET, TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DESERT RICE ROAD/HIGHWAY 177, AS DESCRIBED IN THAT RECORD OF SURVEY IN BOOK 12, PAGE 81, RIVERSIDE COUNTY RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE, N44°55'38"E, A DISTANCE OF 139.44 FEET;

THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, ALONG A LINE 100.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE, S00°53'31"E, A DISTANCE OF 265.49 FEET

THENCE S89°06'29"W, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 21,690 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

SHEET: 02 OF 05  
DATE: 06/03/19

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**Athos Solar Project**

RIVERSIDE COUNTY, CA

*Gentle  
Areas*

EXHIBIT A

**SECTION 17 DESCRIPTION**

A PORTION OF THE NORTH HALF (N1/2) OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, BEING AN EASEMENT 100.00 FEET IN WIDTH, 50.00 FEET RIGHT AND LEFT OF THE FOLLOWING DESCRIBED CENTERLINE, SIDELINES OF SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED TO CLOSE ON SECTION LINES:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTIONS 17 & 18 OF TOWNSHIP 5 SOUTH, RANGE 16 EAST;

THENCE NORTH ALONG THE WEST LINE OF SAID N1/2, N00°33'33"W, A DISTANCE OF 50.00 TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID N1/2, N89°59'41"E, A DISTANCE OF 2044.64 FEET;

THENCE N27°24'56"E, A DISTANCE OF 587.02 FEET;

THENCE S62°35'46"E, A DISTANCE OF 1131.91 FEET, TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF SAID N1/2;

THENCE ALONG A LINE 50.00 NORTH OF AND PARALLEL WITH SAID SOUTH LINE, N89°59'41"E, A DISTANCE OF 1920.82 FEET TO THE POINT OF TERMINUS, SAID POINT BEING N00°48'53"W AND 50.00 FEET DISTANT FROM THE QUARTER CORNER FOR SECTIONS 17 & 16.

CONTAINING 568,439 SQUARE FEET OR 13.05 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**SECTION 21 DESCRIPTION**

A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

THE WEST 100.00 FEET OF SAID NW1/4.

CONTAINING 263,812 SQUARE FEET OR 6.06 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

SHEET: 03 OF 05  
DATE: 06/03/19

**Westwood**

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**Athos Solar Project**

**RIVERSIDE COUNTY, CA**

**Gentle  
Areas**

**EXHIBIT A**

**CORRIDOR 'A' DESCRIPTION**

A PORTION OF SECTIONS 28, 27, 22, 23 & 24, TOWNSHIP 5 SOUTH, RANGE 16 EAST, AND SECTION 19, TOWNSHIP 5 SOUTH, RANGE 17 EAST, OF THE SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, BEING AN EASEMENT 100.00 FEET IN WIDTH, 50.00 FEET RIGHT AND LEFT OF THE FOLLOWING DESCRIBED CENTERLINE, SIDELINES OF SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED TO CLOSE ON SECTION LINES:

COMMENCING AT THE SECTION CORNER TO SAID SECTIONS 21, 22, 27 & 28;

THENCE WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, S89°18'59"W, A DISTANCE OF 1370.23 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE S01°02'36"E, A DISTANCE 170.01;

THENCE ALONG A LINE 170.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 28, N89°18'59"E, A DISTANCE OF 1368.89 FEET, TO A POINT ON THE EAST LINE OF SAID NE1/4;

THENCE ALONG A LINE 170.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 27, N89°30'03"E, A DISTANCE OF 300.60 FEET;

THENCE N00°47'25"W, A DISTANCE OF 170.00 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SAID POINT BEING N89°30'03"E, 300.01 FEET DISTANT FROM THE SAID POINT OF COMMENCEMENT;

THENCE N01°02'36"W, A DISTANCE OF 170.01 FEET;

THENCE ALONG A LINE 170.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW1/4, N89°30'13"E, A DISTANCE OF 2344.59, TO A POINT ON THE EAST LINE OF SAID SW1/4;

THENCE N89°42'12"E, A DISTANCE OF 2647.15 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE ALONG A LINE 170.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 23, N89°23'16"E, A DISTANCE OF 1060.46 FEET;

THENCE N27°22'00"E, A DISTANCE OF 192.64 FEET;

THENCE S62°38'00"E, A DISTANCE OF 362.64 FEET, TO A POINT 170.00 NORTH OF THE SOUTH LINE SAID SECTION 23;

THENCE ALONG A LINE 170.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE, N89°23'16"E, A DISTANCE OF 3818.22 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE ALONG A LINE 170.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, N89°26'04"E, A DISTANCE OF 5288.03 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

SHEET: 04 OF 05  
DATE: 06/03/19

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**Athos Solar Project**

RIVERSIDE COUNTY, CA

*Gentle  
Areas*

EXHIBIT A

**CORRIDOR 'A' DESCRIPTION (CONTINUED)**

THENCE ALONG A LINE 170.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 19, N89°34'55"E, A DISTANCE OF 2794.43 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 AND THE POINT OF TERMINUS.

CONTAINING 2,068,767 SQUARE FEET OR 47.49 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**CORRIDOR 'B' DESCRIPTION**

TWO PARCELS BEING PART OF SECTIONS 28 & 33, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, BEING AN EASEMENT 100.00 FEET IN WIDTH, 50.00 FEET RIGHT AND LEFT OF THE FOLLOWING DESCRIBED CENTERLINE, SIDELINES OF SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED TO CLOSE ON THE NORTH LINE OF SAID SECTION 28 AND SAID NORTH AND SOUTH LINES OF INTERSTATE 10:

**PARCEL 1:**

COMMENCING AT THE SECTION CORNER TO SAID SECTIONS 21, 22, 27 & 28;

THENCE WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, S89°18'59"W, A DISTANCE OF 2617.23 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE S00°40'13"E, A DISTANCE OF 4275.51, TO POINT 'X' BEING ON THE NORTH LINE OF THE INTERSTATE 10 RIGHT-OF-WAY, AS DESCRIBED IN THE HIGHWAY MONUMENTATION MAP MLO 94005, BOOK 204, PAGE 436, AND THE POINT OF TERMINUS FOR THIS PORTION OF CORRIDOR 'B'

CONTAINING 427,551 SQUARE FEET OR 9.82 ACRES, MORE OR LESS.

**PARCEL 2:**

COMMENCING AT POINT 'X', DESCRIBED HEREIN;

THENCE S00°40'13"E, A DISTANCE OF 455.83 FEET, TO POINT 'Y' BEING ON THE SOUTH LINE OF THE INTERSTATE 10 RIGHT-OF-WAY, AND THE POINT OF BEGINNING OF PARCEL 2 OF CORRIDOR 'B';

THENCE S00°40'13"E, A DISTANCE OF 517.36 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, SAID POINT BEING N89°18'58"E AND 120.72 DISTANT FROM THE QUARTER CORNER TO SECTIONS 28 & 33;

THENCE CONTINUING S00°40'13"E, A DISTANCE OF 205.97 FEET;

THENCE S76°50'37"E, A DISTANCE OF 436.00 FEET, TO THE POINT OF TERMINUS.

CONTAINING 115,933 SQUARE FEET OR 2.66 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

**SHEET: 05 OF 05**  
**DATE: 06/03/19**

**Athos Solar Project**

**RIVERSIDE COUNTY, CA**

*Gentle Areas*

**EXHIBIT A**

**Westwood**

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Westwood Professional Services, Inc.

**DESCRIPTION**

A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 16 EAST, AND OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 16 EAST, BOTH OF SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SECTION CORNER COMMON TO SECTIONS 5 AND 6 OF TOWNSHIP 5 SOUTH, RANGE 16 EAST;

THENCE, N01°05'41"W, A DISTANCE OF 1294.53 FEET TO A POINT ON BOUNDARY OF THE METROPOLITAN WATER DISTRICT (MWD) BOUNDARY, AS DESCRIBED IN BOOK 73, PAGE 24, OF RIVERSIDE COUNTY RECORDS;

THENCE ALONG SAID BOUNDARY, N88°25'19"E, A DISTANCE OF 100.00 FEET;

THENCE LEAVING SAID BOUNDARY, S01°05'41"E, A DISTANCE OF 1296.51 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE, N89°33'15"E, A DISTANCE OF 50.00 FEET;

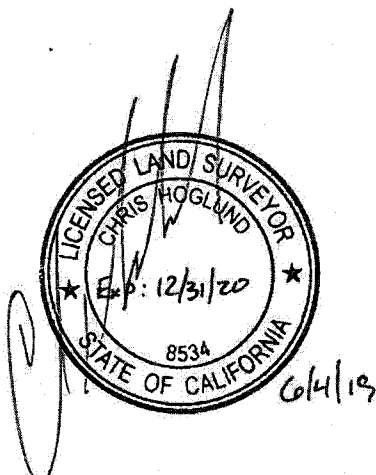
THENCE LEAVING SAID NORTH LINE, S01°05'41"E 150' DISTANT FROM AND PARALLEL WITH THE WEST LINE OF SAID NW1/4, A DISTANCE OF 1285.99 FEET, TO A POINT ON THE BOUNDARY OF THE MWD;

THENCE ALONG SAID BOUNDARY, S89°18'32"W, A DISTANCE OF 150.00 FEET, TO A POINT ON THE WEST LINE OF SAID NW1/4;

THENCE ALONG SAID WEST LINE, N01°05'41"E, A DISTANCE OF 1286.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.40 ACRES, MORE OR LESS.

AREA AND DISTANCES SHOWN HEREON ARE BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6.  
AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.



SHEET: 1 OF 1  
DATE: 6/4/2019

**Athos Solar Project**

**MWD  
Gentle Area**

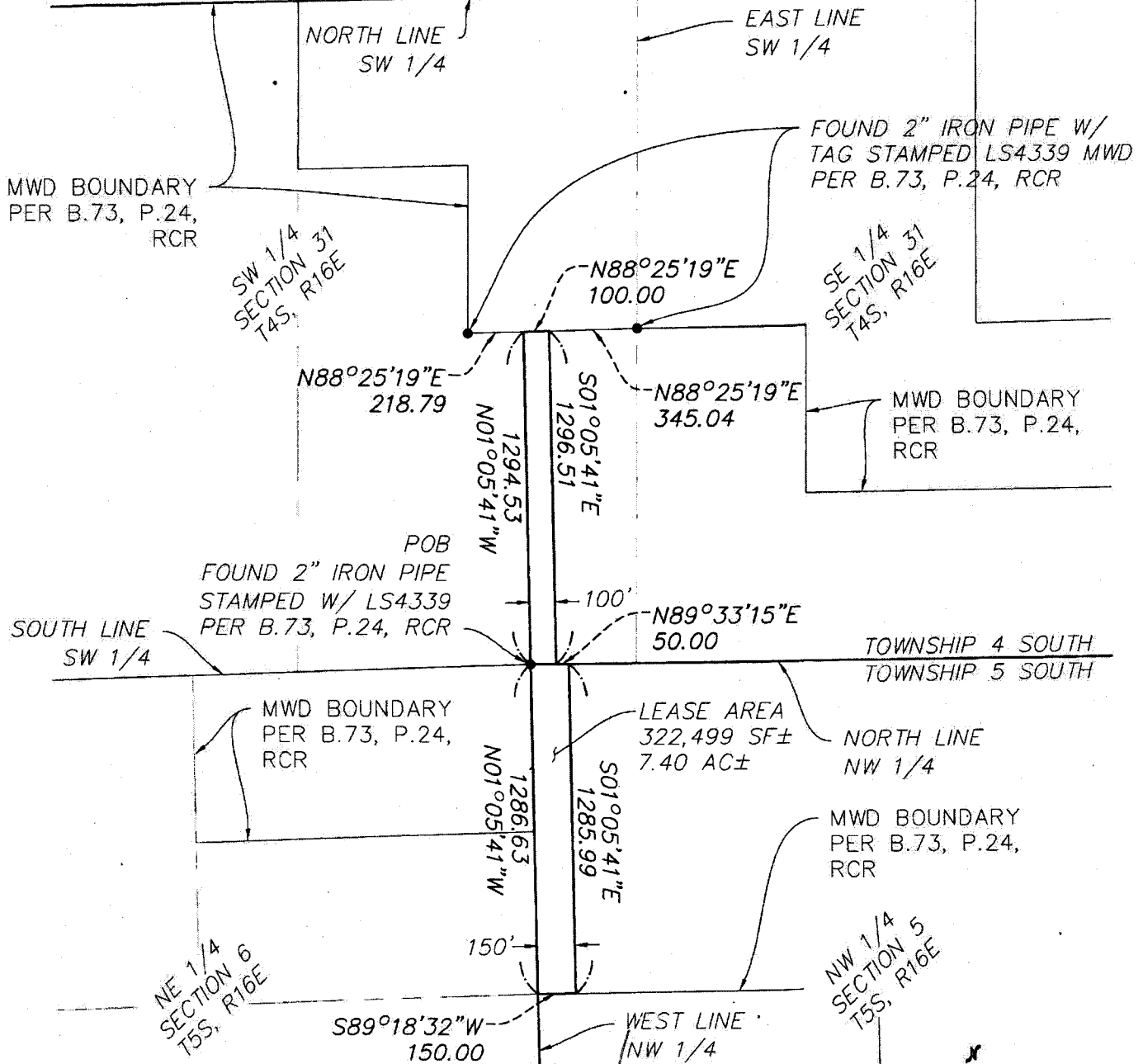
RIVERSIDE COUNTY, CA

EXHIBIT A

**Westwood**

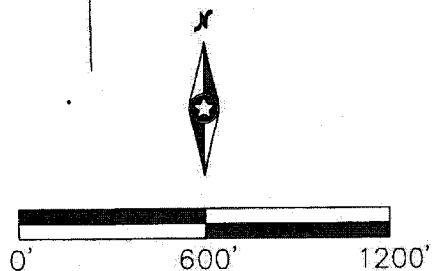
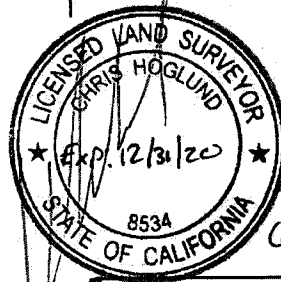
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**LEGEND:**

- MWD METROPOLITAN WATER DISTRICT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- - - SECTION LINE



SHEET: 1 OF 1  
DATE: 6/4/2019

**Athos Solar Project**

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**MWD  
Gentle Area**



# Exhibit A

THAT PARCEL OF LAND LOCATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER, OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN AS DESCRIBED ON THE GOVERNMENT LAND OFFICE PLAT, APPROVED 7/12/1856, ON FILE AT THE RIVERSIDE COUNTY SURVEYOR'S OFFICE, SAID PARCEL BEING A PORTION OF PARCEL 1, AS DESCRIBED IN THE QUITCLAIM DEED, TO THE CHUCKWALLA VALLEY ASSOCIATES, LLC, ON 12/13/2006, AS INSTRUMENT NUMBER 2006-0913982, OF RECORDS OF SAID COUNTY. THE PURPOSE OF THIS LAND DESCRIPTION IS TO DESCRIBE AN EASEMENT OVER A PARCEL OF LAND FOR ELECTRICAL TRANSMISSION FACILITIES, INGRESS, EGRESS AND RIGHTS INCIDENTAL THERETO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER, OF THE WEST HALF, OF THE NORTHWEST QUARTER, OF SAID SECTION 8, SAID NORTHEAST CORNER BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN THE GRANT DEED TO THOMAS H. LUTHI, RECORDED 7/05/2012, AS DOCUMENT NUMBER 2012-0311847 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE SOUTH, 1100.00 FEET ALONG THE EAST LINE OF SAID WEST HALF TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING LOCATED AT THE INTERSECTION OF SAID EAST LINE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF PARCEL 2, OF THE LANDS DESCRIBED IN THE GRANT DEED TO TRANSITO AND MARTHA L. CASTELLANOS, RECORDED 12/17/1999 AS DOCUMENT NUMBER 1999-545989 OF SAID OFFICIAL RECORDS;

THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID PARCEL 2, EAST, 300.00 FEET;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 2, EAST, 150.00 FEET;

THENCE AT RIGHT ANGLES TO SAID SOUTH LINE, SOUTH, 150.00 FEET, TO THE EASTERLY TERMINUS OF A LINE PARALLEL TO AND 150 FEET SOUTHERLY OF SAID SOUTH LINE;

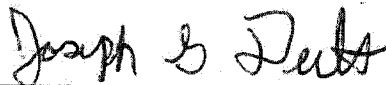
THENCE WESTERLY ALONG SAID PARALLEL LINE AND THE WESTERLY EXTENSION THEREOF, WEST, 450.00 FEET TO THE EAST LINE OF WEST HALF, OF THE NORTHWEST QUARTER, OF SAID SECTION 8;

THENCE NORTHERLY ALONG SAID EAST LINE, NORTH, 150.00 FEET TO THE TRUE POINT OF BEGINNING.

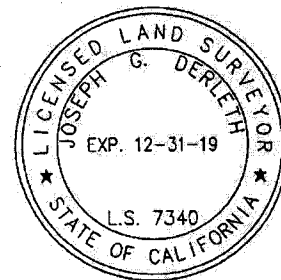
CONTAINING 67,500 SQUARE FEET (1.55 ACRES) MORE OR LESS.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAYS AND EASEMENTS OF RECORD.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

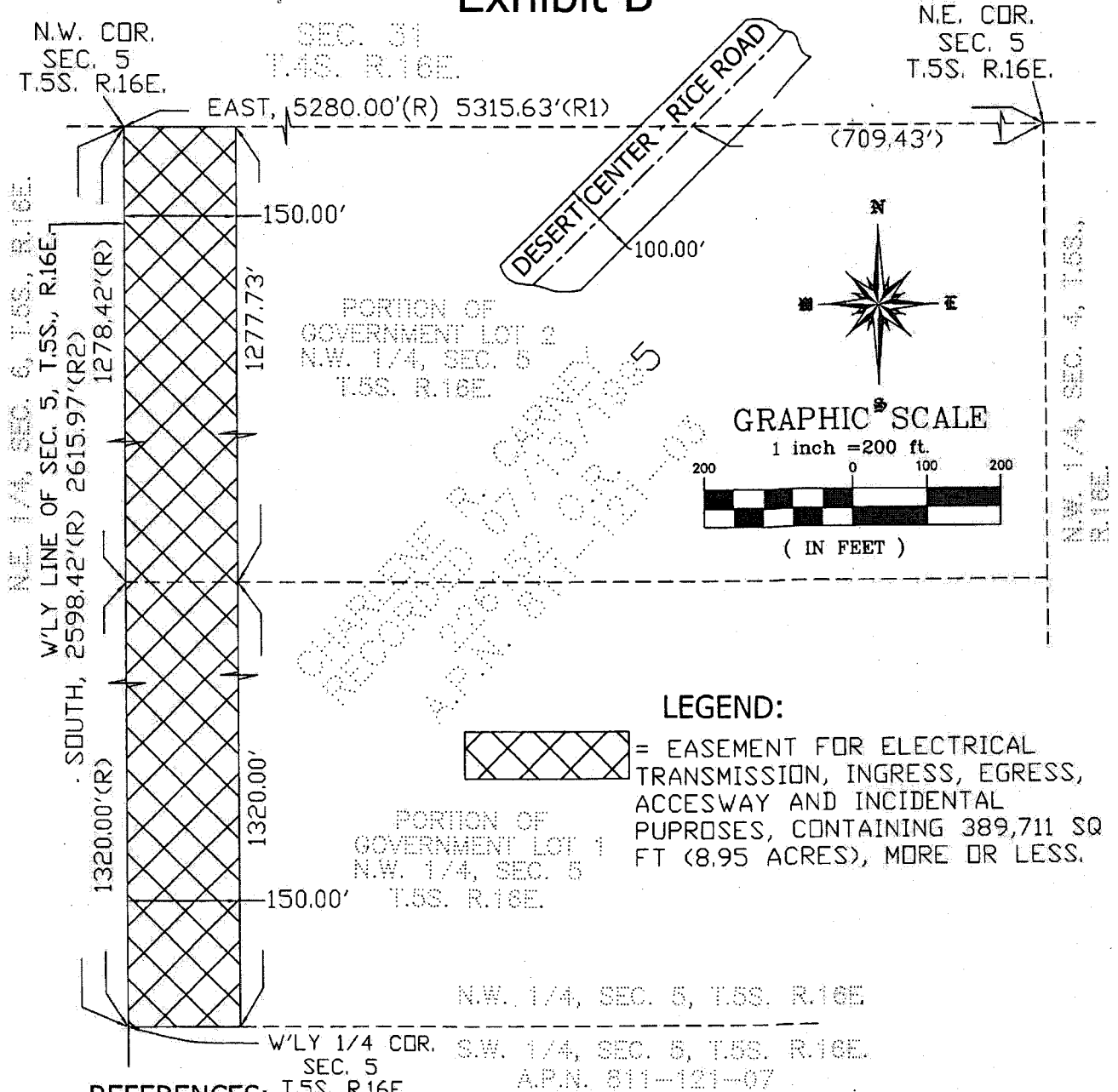


JOSEPH G. DERLETH  
PLS 7340 EXPIRES 12/31/19



**LEGAL DESCRIPTION**  
**ATHOS SOLAR PROJECT: DEVELOPMENT AREA**  
**CHUCKWALLA**

# Exhibit B



R = RECORD PER GOVERNMENT LAND OFFICE PLAT, APPROVED 07/12/1856, FILED AT THE RIVERSIDE COUNTY SURVEYOR'S OFFICE.  
 R1 = RECORD PER PARCEL MAP 14744, FILED IN BOOK 99, PAGES 70 AND 71 OF PARCEL MAPS.  
 R2 = RECORD PER RECORD OF SURVEY, FILED IN BOOK 73, PAGES 24 THROUGH 30 OF RECORDS OF SURVEY.

**PLAT**  
**ATHOS SOLAR PROJECT: DEVELOPMENT AREA**  
**CARNEY**

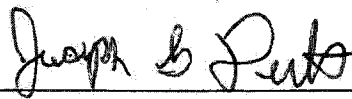
# Exhibit A

THAT PARCEL OF LAND LOCATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PARCEL BEING A PORTION OF THOSE LANDS TRANSFERED BY QUITCLAIM DEED TO THE CHARLENE R. CARNEY, LIVING TRUST, DATED 07/08/1997, RECORDED 07/13/1995 AS DOCUMENT NUMBER 226152, IN RIVERSIDE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS THE WESTERLY 150 FEET OF THE NORTHWEST QUARTER, OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN AS SAID NORTHWEST QUARTER IS DESCRIBED ON THE GOVERNMENT LAND OFFICE PLAT, APPROVED 07/12/1856, ON FILE AT THE RIVERSIDE COUNTY SURVEYOR'S OFFICE, SAID NORTHWEST QUARTER CONSISTING OF GOVERNMENT LOT 1 AND GOVERNMENT LOT 2. THE PURPOSE OF THE ABOVE DESCRIBED PARCEL IS TO CREATE AN EASEMENT FOR ELECTRICAL TRANSMISSION FACILITIES, INGRESS, EGRESS, ACCESSWAY AND RIGHTS INCIDENTAL THERETO.

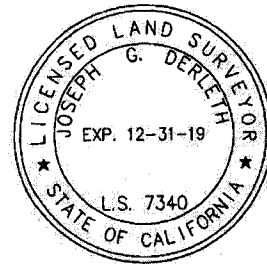
CONTAINING 389,711 SQUARE FEET (8.95 ACRES) MORE OR LESS.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAYS AND EASEMENTS OF RECORD.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.



JOSEPH G. DERLETH  
PLS 7340 EXPIRES 12/31/19



**LEGAL DESCRIPTON**  
**ATHOS SOLAR PROJECT: DEVELOPMENT AREA**  
**CARNEY**

# Exhibit B

PORTION OF  
S.W.1/4, S.W. 1/4 SEC.  
5, T.5S. R.16E.

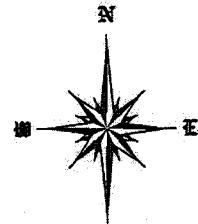
POINT OF COMMENCEMENT,  
NE COR. WEST 1/2, N.W.  
1/4, SEC, 8, T.5S., R.16E.  
BEING THE NE'LY COR. OF  
(R1).

E'LY LINE OF (R1) BEING  
THE E'LY LINE, WEST  
1/2, N.W. 1/4, SEC 8,  
T.5S., R.16E.

PORTION OF  
S.E.1/4, S.W. 1/4  
SEC. 5, T.5S. R.16E.

PORTION OF PARCEL  
1, 2006-0913982 D.R.

N'LY LINE SEC 8,  
T.5S., R.16E.



PARCEL 1,  
1999-545989 D.R.

PARCEL 2,  
1999-545989 D.R.

TRUE POINT OF BEGINNING

PORTION OF  
2012-0311847 D.R.

PORTION OF  
N.W.1/4, N.W. 1/4,  
SEC 8, T.5S. R.16E.

E'LY LINE OF (R1) BEING  
THE E'LY LINE, WEST  
1/2, N.W. 1/4, SEC 8,  
T.5S., R.16E.

PORTION OF  
2012-0311847 D.R.

EAST, 300.00'

S.W. COR PARCEL  
2, PER (R).  
EAST, 150.00'

NORTH, 150.00'

PORTION OF PARCEL 1,  
2006-0913982 D.R.

S'LY LINE  
PARCEL 2, PER  
(R).

SOUTH, 150.00'

WEST, 450.00'

PORTION OF  
N.E.1/4, N.W. 1/4,  
SEC 8, T.5S. R.16E.  
PORTION OF PARCEL 1,  
2006-0913982 D.R.

## LEGEND:



= EASEMENT FOR ELECTRICAL TRANSMISSION, INGRESS, EGRESS AND  
INCIDENTAL PURPOSES, CONTAINING 67,500 SQ FT (1.55 ACRES  
MORE OR LESS.

## REFERENCES:

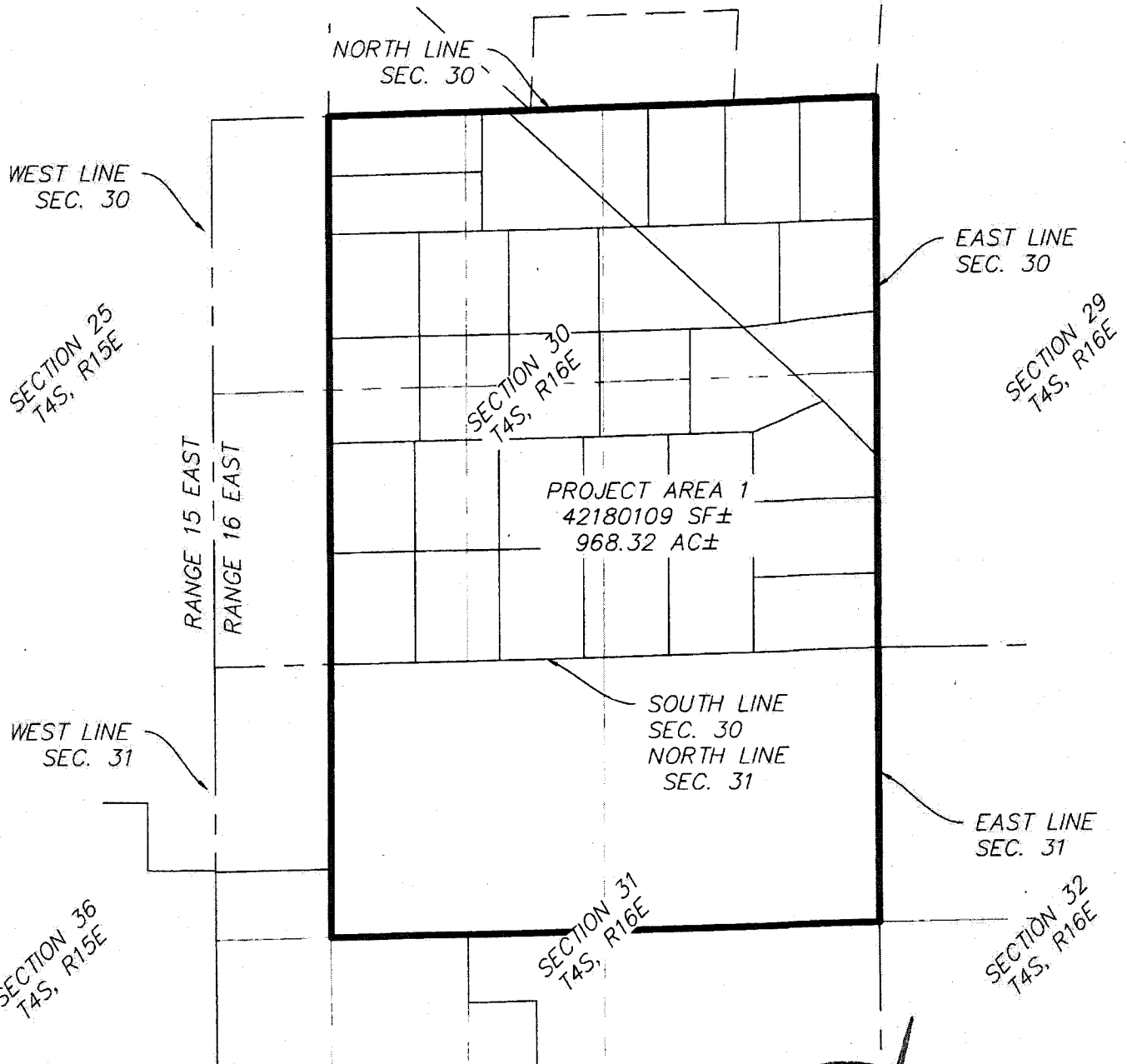
R = RECORD PER GRANT DEED RECORDED 12/07/1999 AS DOCUMENT # 1999-545989.  
R1 = RECORD PER GRANT DEED RECORDED 07/05/2012 AS DOCUMENT # 2012-0311847.

# PLAT ATHOS SOLAR PROJECT: DEVELOPMENT AREA CHUCKWALLA

Development Agreement No. 1900001

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

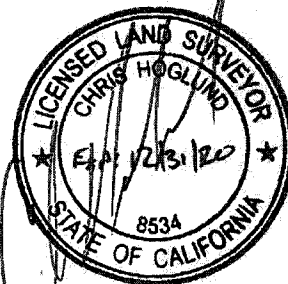


**LEGEND:**

RCR RIVERSIDE COUNTY RECORDS

▭ PARCEL BOUNDARY LINE

— SECTION LINE



6/4/19

NOTE: MAP FOR ILLUSTRATIVE PURPOSES ONLY.

SHEET: 01 OF 07

DATE: 06/03/19

**Westwood**

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

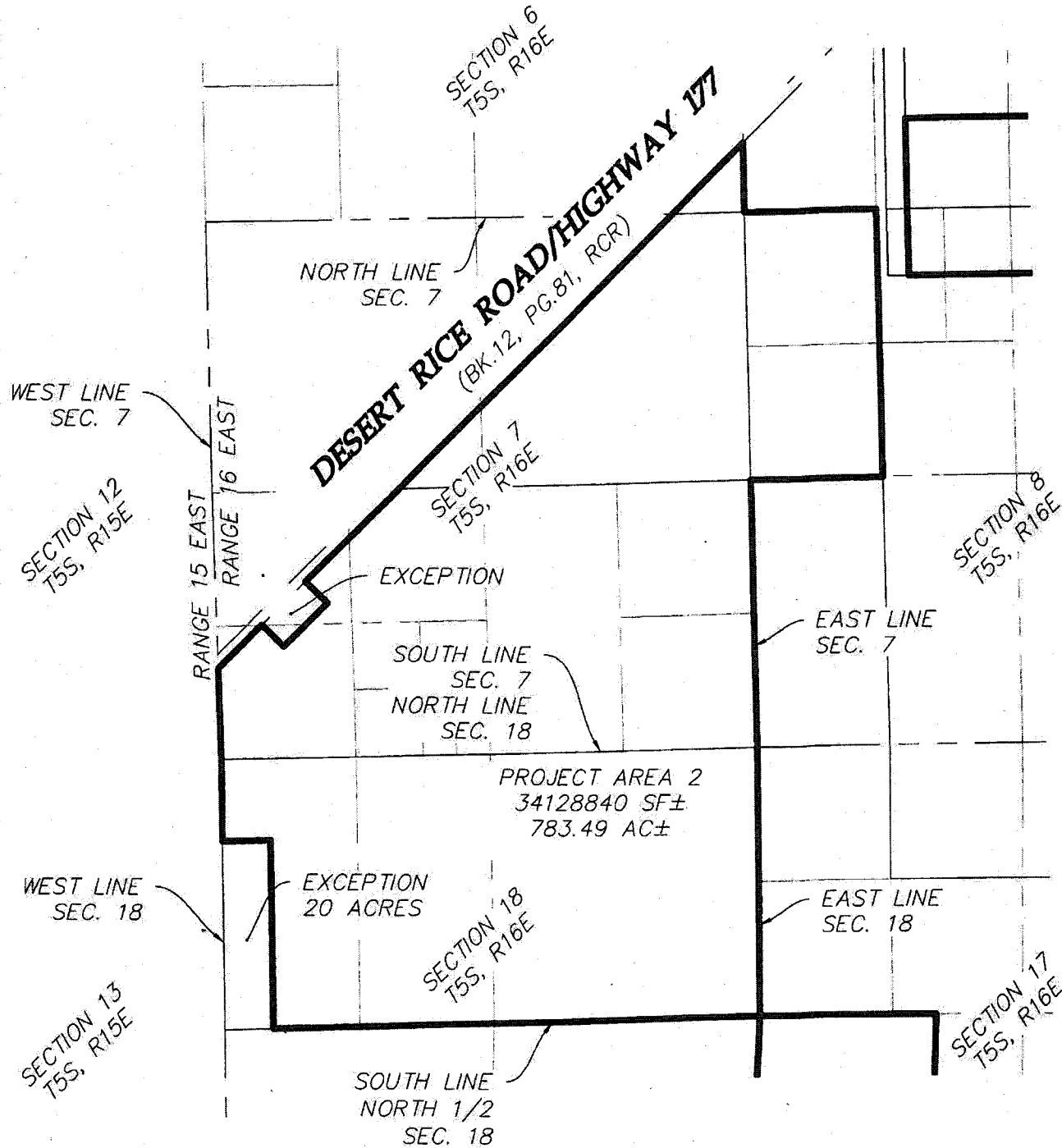
Westwood Professional Services, Inc.

**Athos Solar Project**

**Project Area 1  
Section 30 & 31  
T4S, R16E, SBM**

RIVERSIDE COUNTY, CA

EXHIBIT B



**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- PARCEL BOUNDARY LINE
- SECTION LINE

NOTE: MAP FOR ILLUSTRATIVE PURPOSES ONLY.  
 SHEET: 02 OF 07  
 DATE: 06/03/19

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Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

**Project Area 2  
 Section 6, 7, 8  
 & 18  
 T5S, R16E, SBM  
 EXHIBIT B**

DESERT CENTER RICE  
ROAD/HIGHWAY 177  
(BK.665, PG.274, RCR)

NORTH LINE  
SE1/4

WEST LINE  
SE1/4

SE1/4  
SECTION 5  
T5S, R16E

EAST LINE  
SE1/4

SECTION 4  
T5S, R16E

PROJECT AREA 3  
7275675 SF±  
167.03 AC±

NE COR,  
NW1/4,  
NW1/4, SEC 8

SOUTH LINE  
SE1/4, SEC 5

COR SEC 4, 5,  
8 & 9, T5S,  
R16E, SBM

300.00

NORTH LINE  
NE1/4, SEC 8

1100.00

SOUTH LINE  
N1/2, NE1/4,  
NW1/4, SEC 8

SECTION 8  
T5S, R16E

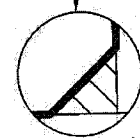
SOUTH LINE  
N1/2, N1/2,  
NE1/4, SEC 8

EXCEPTION

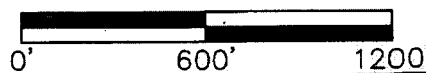
SECTION 9  
T5S, R16E

**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- — PARCEL BOUNDARY LINE
- — SECTION LINE



1"=100'



NOTE: MAP FOR  
ILLUSTRATIVE  
PURPOSES ONLY.  
SHEET: 03 OF 07  
DATE: 06/03/19

**Westwood**

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Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

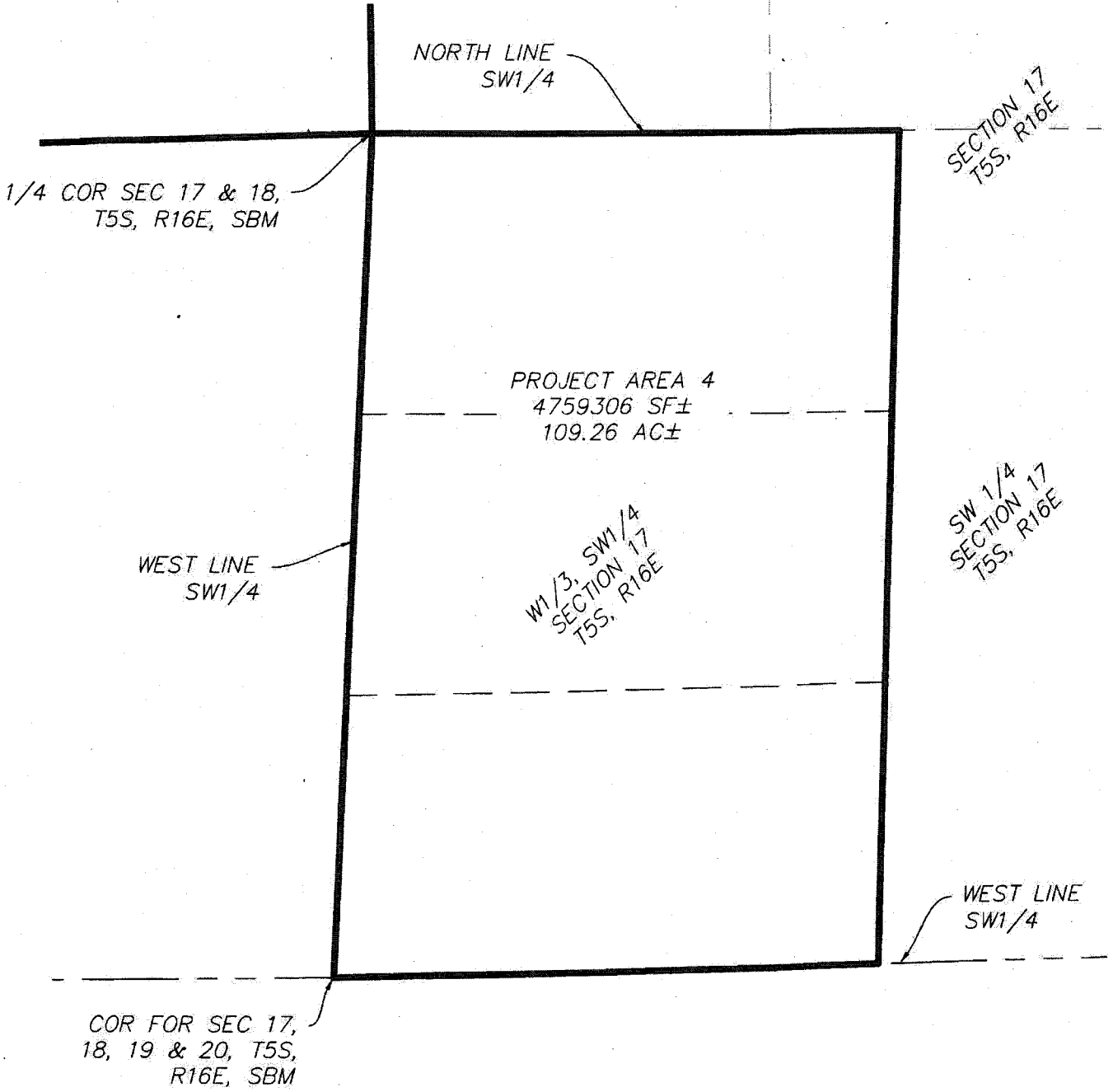
Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

Project Area 3  
Sections 4, 5, 8  
& 9, 5S, R16E,  
SBM  
EXHIBIT B





**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- — PARCEL BOUNDARY LINE
- - - SECTION LINE



NOTE: MAP FOR ILLUSTRATIVE PURPOSES ONLY.  
 SHEET: 04 OF 07  
 DATE: 06/03/19

**Westwood**

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 westwoodps.com

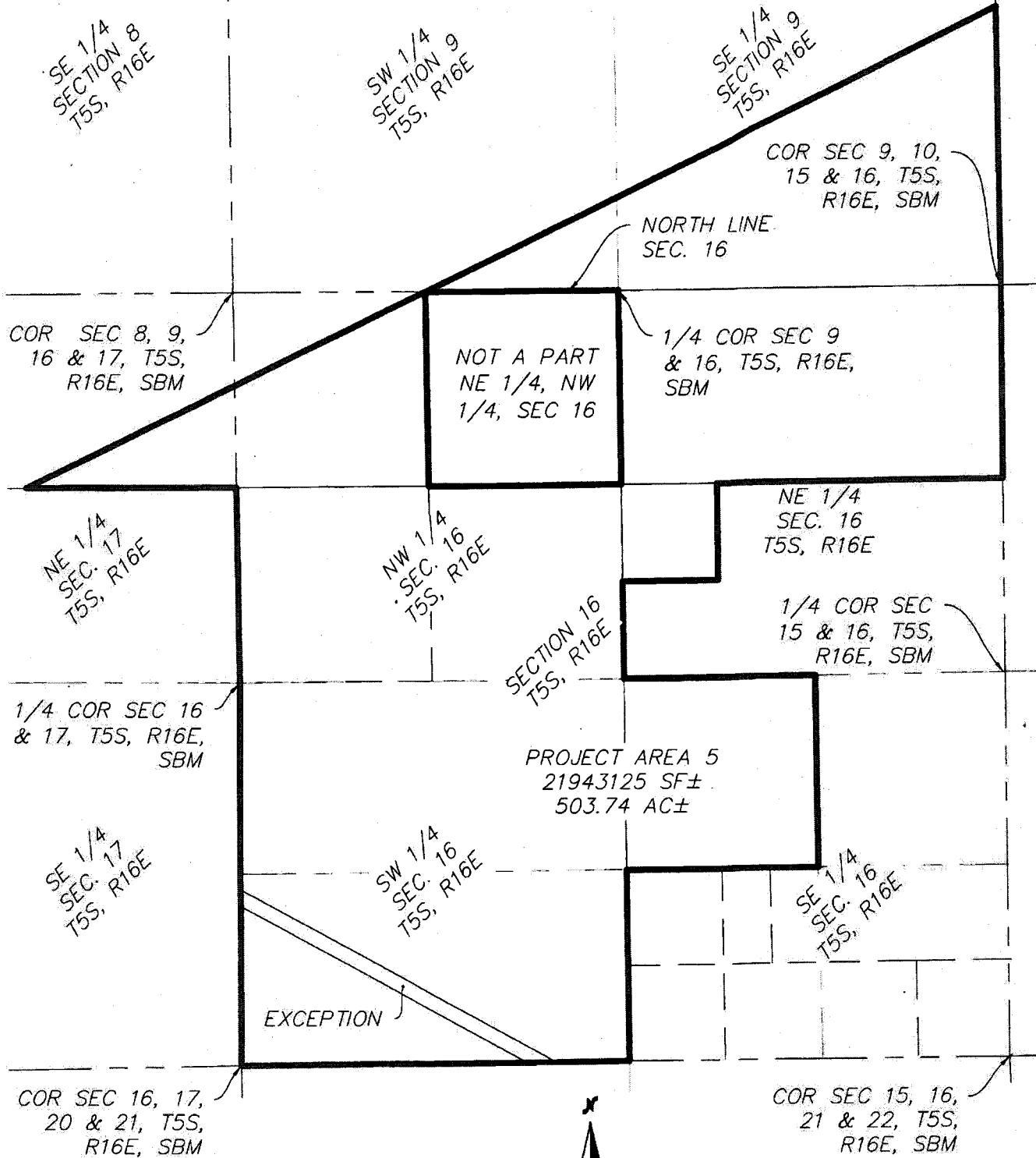
Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

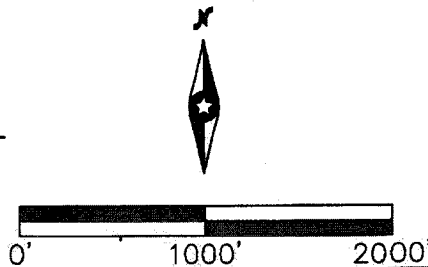
**Project Area 4**  
**Section 17**  
**T5S, R16E, SBM**

EXHIBIT B



**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- N.A.P. NOT A PART
- PARCEL BOUNDARY LINE
- SECTION LINE



NOTE: MAP FOR ILLUSTRATIVE PURPOSES ONLY.  
 SHEET: 05 OF 07  
 DATE: 06/03/19

**Westwood**

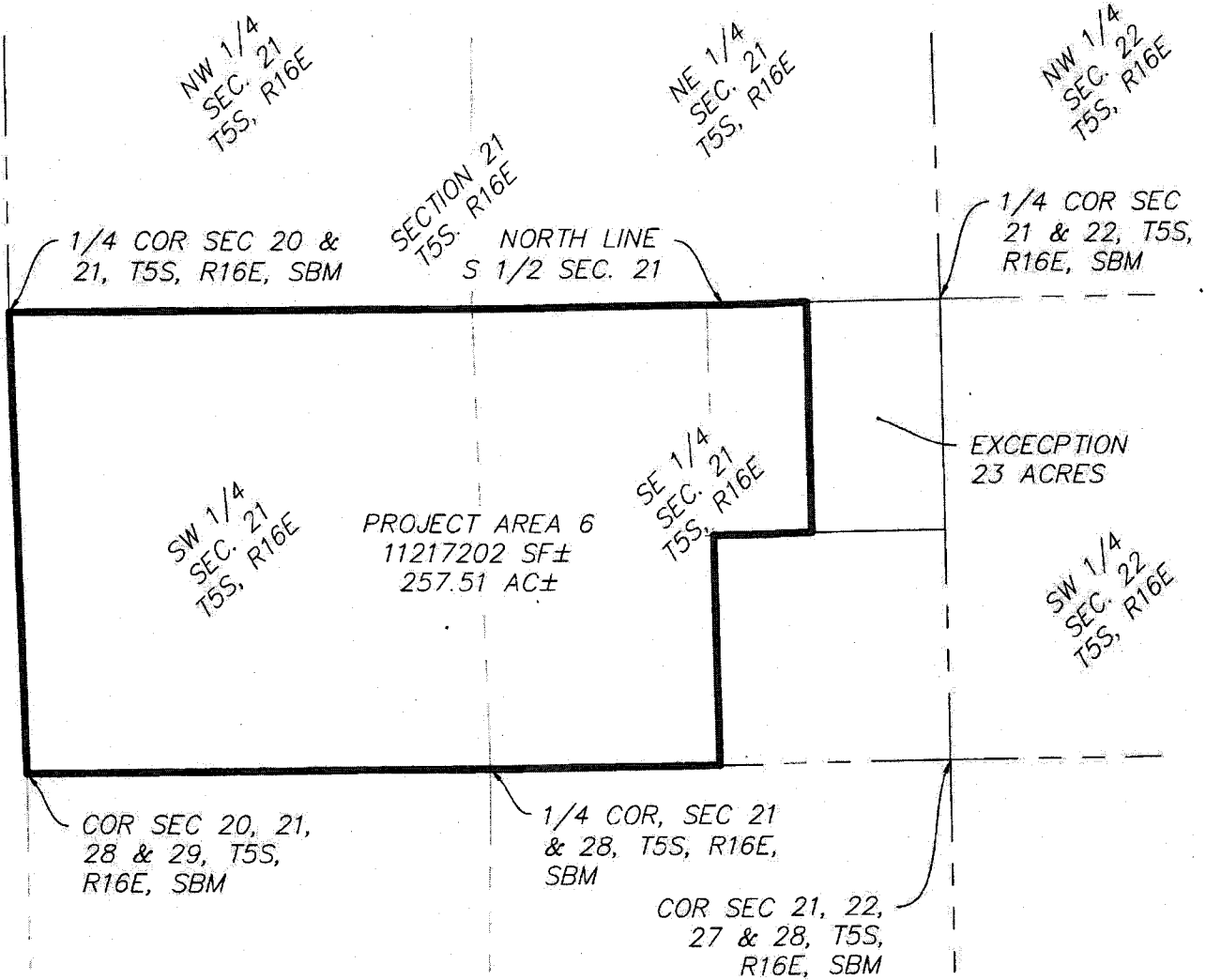
Phone (214) 473-4840 2740 North Dallas Parkway, Suite 280  
 Toll Free (888) 937-5150 Plano, TX 75093  
 westwoodsps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

**Project Area 5**  
 Sections 9, 16 & 17  
 T5S, R16E, SBM  
 EXHIBIT B



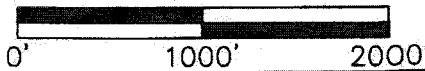
**LEGEND:**

BLM BUREAU OF LAND MANAGEMENT

EXC. EXCEPTION

— — PARCEL BOUNDARY LINE

— — SECTION LINE



NOTE: MAP FOR ILLUSTRATIVE PURPOSES ONLY.  
SHEET: 06 OF 07  
DATE: 06/03/19

**Westwood**

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Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

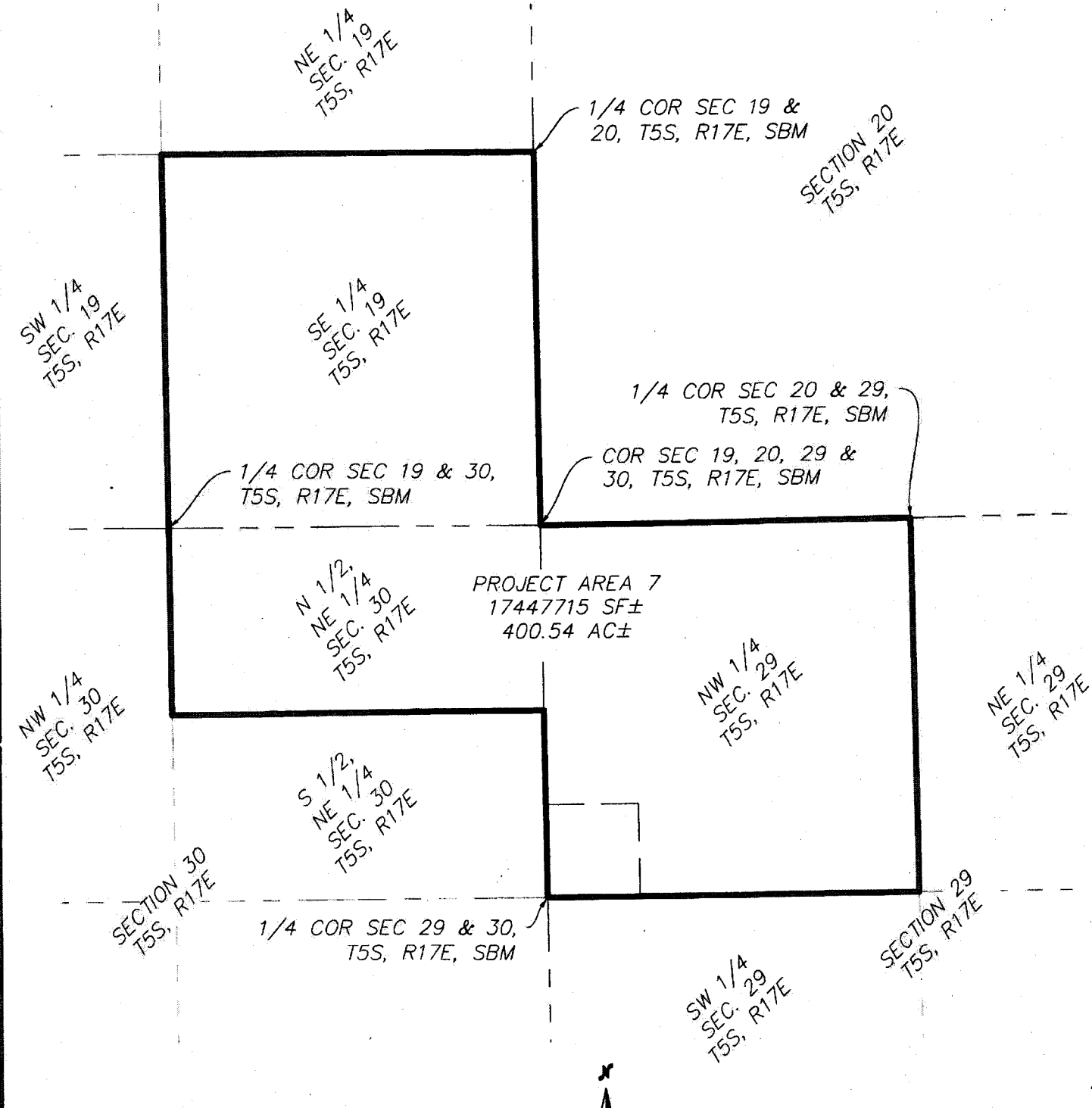
Westwood Professional Services, Inc.

**Athos Solar Project**

**Project Area 6  
Section 21  
T5S, R16E, SBM**

RIVERSIDE COUNTY, CA

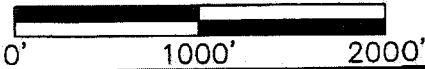
EXHIBIT B



PROJECT AREA 7  
 17447715 SF±  
 400.54 AC±

**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- PARCEL BOUNDARY LINE
- SECTION LINE



NOTE: MAP FOR ILLUSTRATIVE PURPOSES ONLY.  
 SHEET: 07 OF 07  
 DATE: 06/03/19

**Westwood**

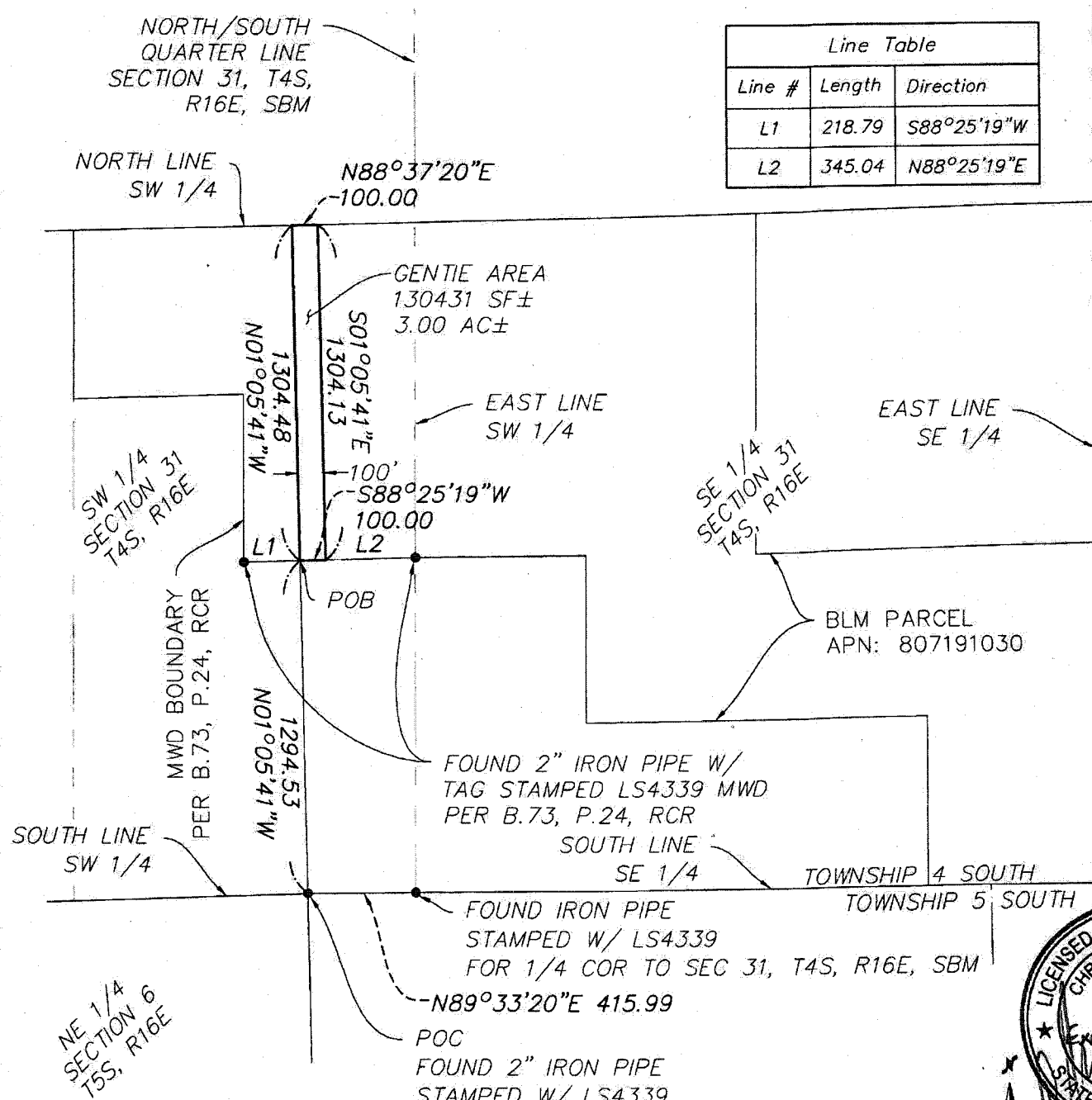
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
 Toll Free (888) 937-6150 Plano, TX 75083  
 westwoodps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

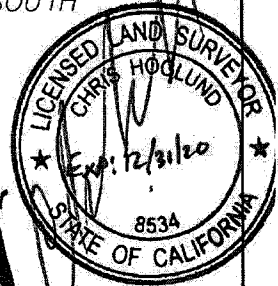
Project Area 7  
 Sections 19, 29  
 & 30  
 T5S, R17E, SBM  
 EXHIBIT B



Line Table		
Line #	Length	Direction
L1	218.79	S88°25'19"W
L2	345.04	N88°25'19"E

**LEGEND:**

- MWD METROPOLITAN WATER DISTRICT
- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- - SECTION LINE



SHEET: 1 OF 15  
DATE: 06/03/19

**Westwood**

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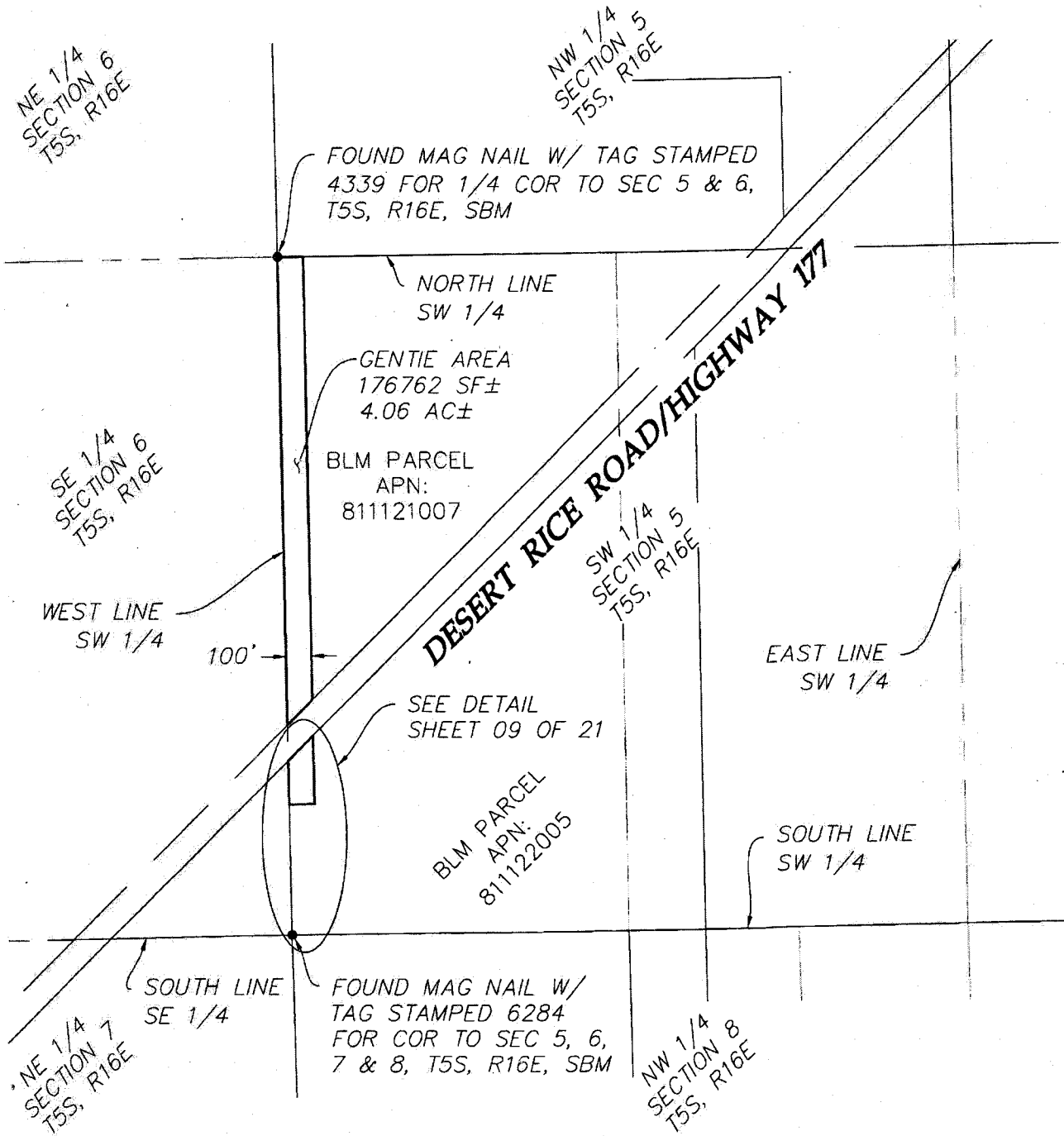
Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

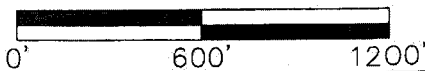
Gentie Areas  
Section 31  
T4S, R16E, SBM

EXHIBIT B



**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- - - SECTION LINE



SHEET: 2 OF 15  
DATE: 06/03/19

**Westwood**

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**Athos Solar Project**

RIVERSIDE COUNTY, CA

Gentie  
Areas  
Section 5  
T5S, R16E, SBM  
EXHIBIT B

FOUND MAG NAIL W/ TAG  
STAMPED 4339 FOR 1/4  
COR TO SEC 5 & 6, T5S,  
R16E, SBM

BLM PARCEL  
APN:  
811121007

SE 1/4  
SECTION 6  
T5S, R16E

**DESERT RICE ROAD/HIGHWAY 177**  
(ROS BK.12, PG. 81, RCR)

N00°53'31"W  
1955.84

N44°55'38"E  
139.44

GENTIE AREA  
21690 SF±  
0.50 AC±

S00°53'31"E  
265.49

BLM PARCEL  
APN: 811122005  
PART OF THE  
SW 1/4 SECTION 5  
T5S, R16E

N00°53'31"W  
168.31

S89°06'29"W  
100.00

POB

WEST LINE  
SW 1/4

S00°53'31"E  
2635.71

511.55

SOUTH LINE  
SW 1/4

NE 1/4  
SECTION 7  
T5S, R16E

SOUTH LINE  
SE 1/4

FOUND MAG NAIL W/  
TAG STAMPED 6284  
FOR COR TO SEC 5, 6,  
7 & 8, T5S, R16E, SBM

NW 1/4  
SECTION 8  
T5S, R16E

**LEGEND:**

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

□ AREA

--- SECTION LINE



SHEET: 3 OF 15  
DATE: 06/03/19

**Athos Solar Project**

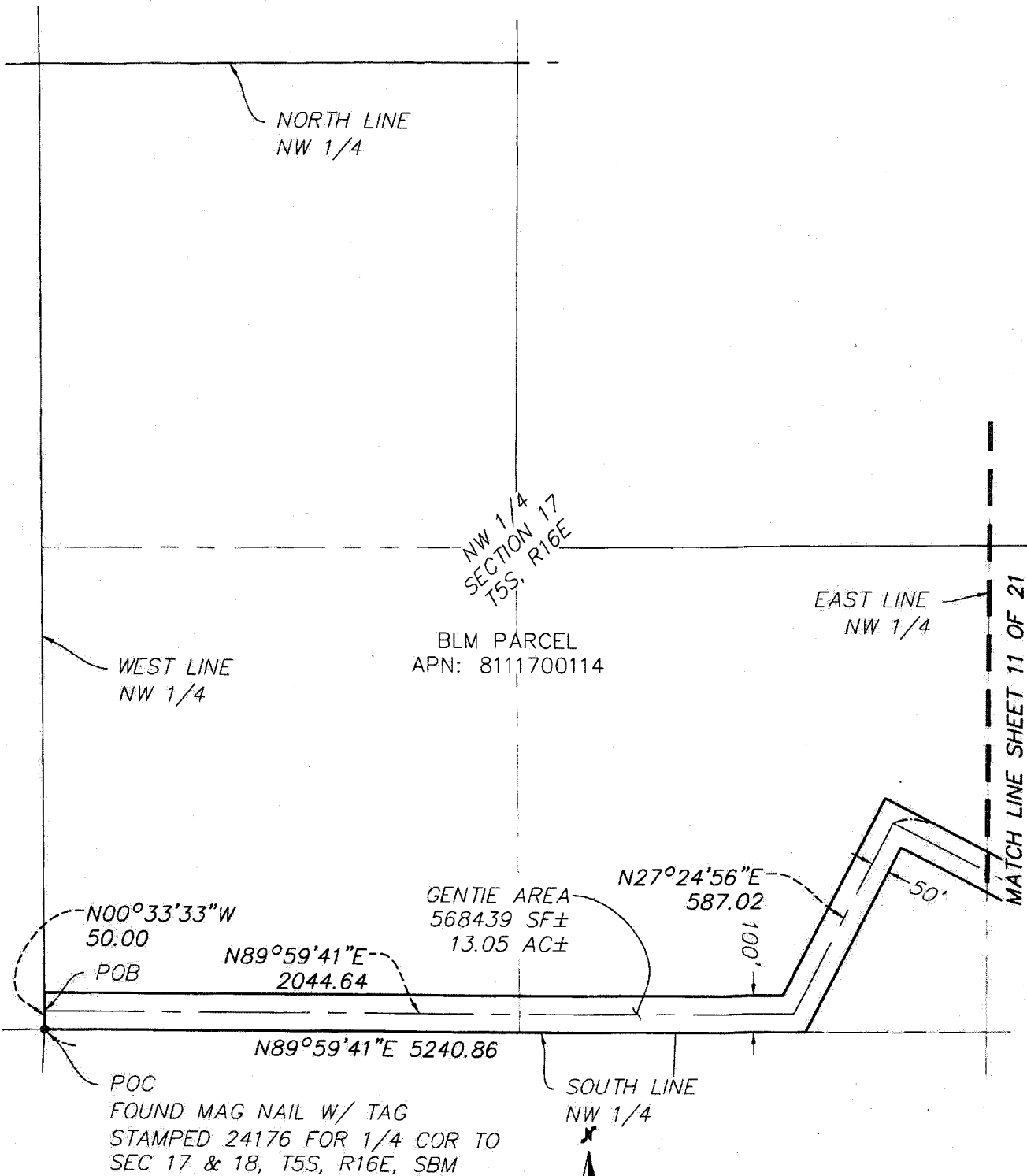
RIVERSIDE COUNTY, CA

Gentie  
Areas  
Section 5  
T5S, R16E, SBM  
EXHIBIT B

**Westwood**

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Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.



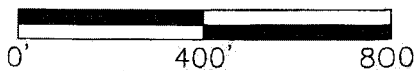
**LEGEND:**

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

□ AREA

— SECTION LINE



SHEET: 4 OF 15  
DATE: 06/03/19

**Westwood**

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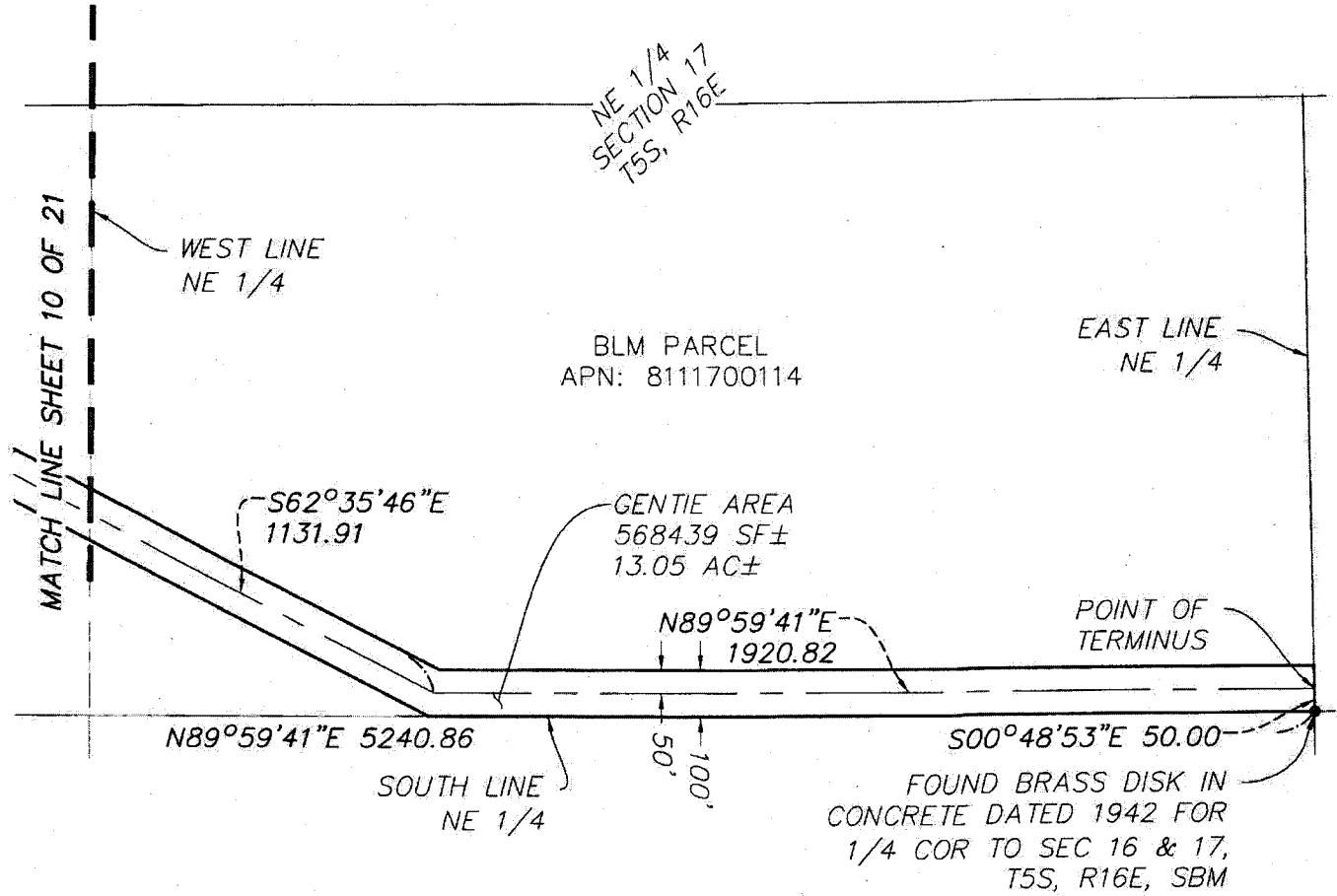
Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

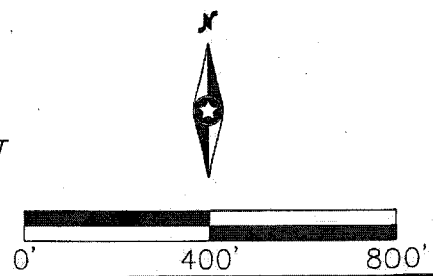
Gentie  
Areas  
Section 17  
T5S, R16E, SBM  
EXHIBIT B





**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- - - SECTION LINE



SHEET: 5 OF 15  
DATE: 06/03/19

**Athos Solar Project**

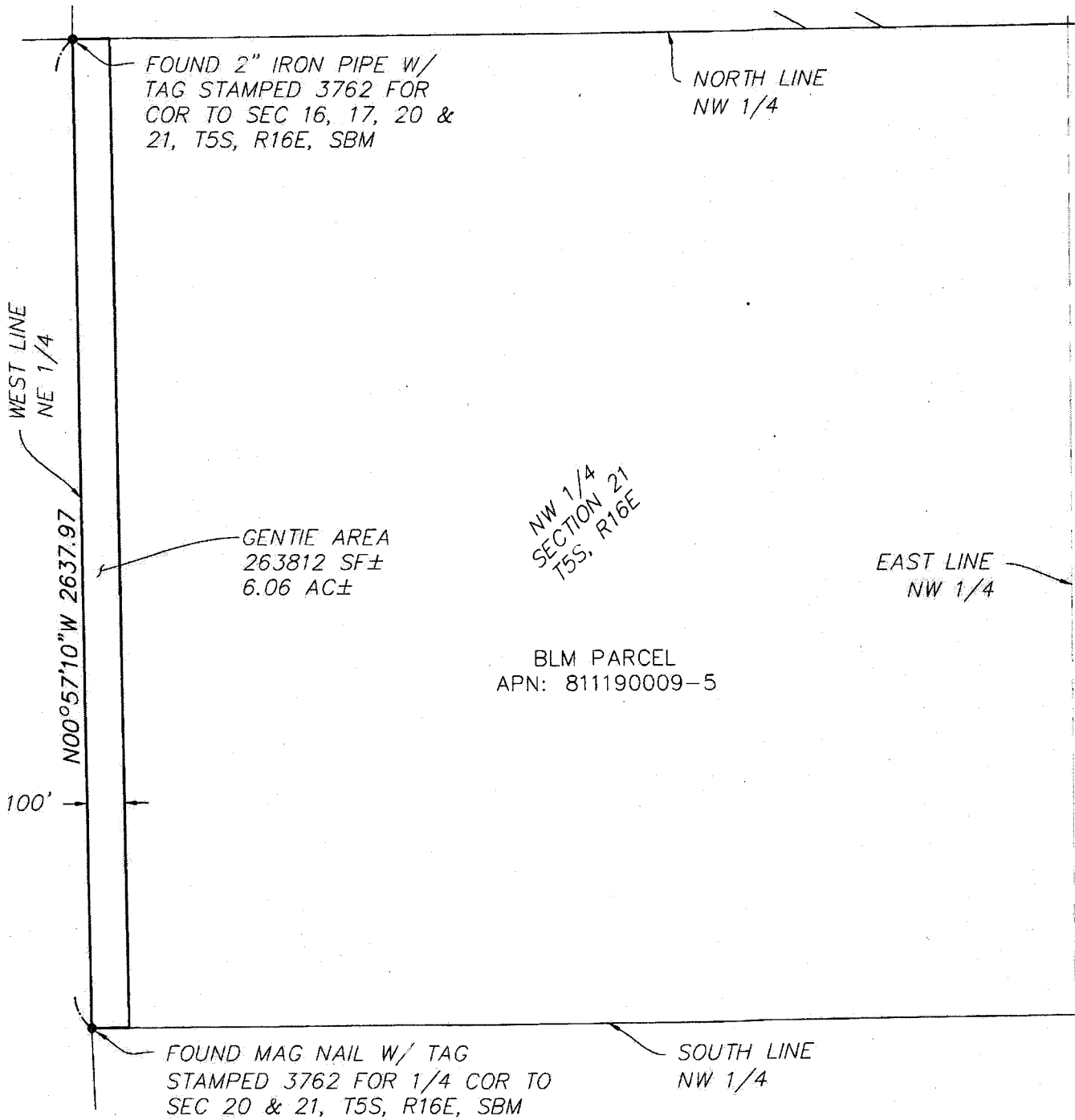
RIVERSIDE COUNTY, CA

*Gentie Areas  
Section 17  
T5S, R16E, SBM  
EXHIBIT B*



**Westwood**

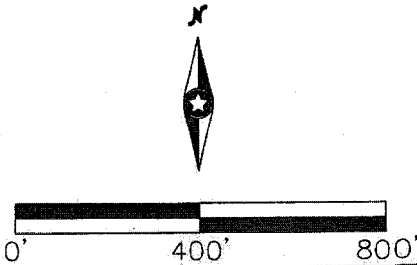
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.



**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
-  AREA
-  SECTION LINE



SHEET: 6 OF 15  
DATE: 06/03/19

# Westwood

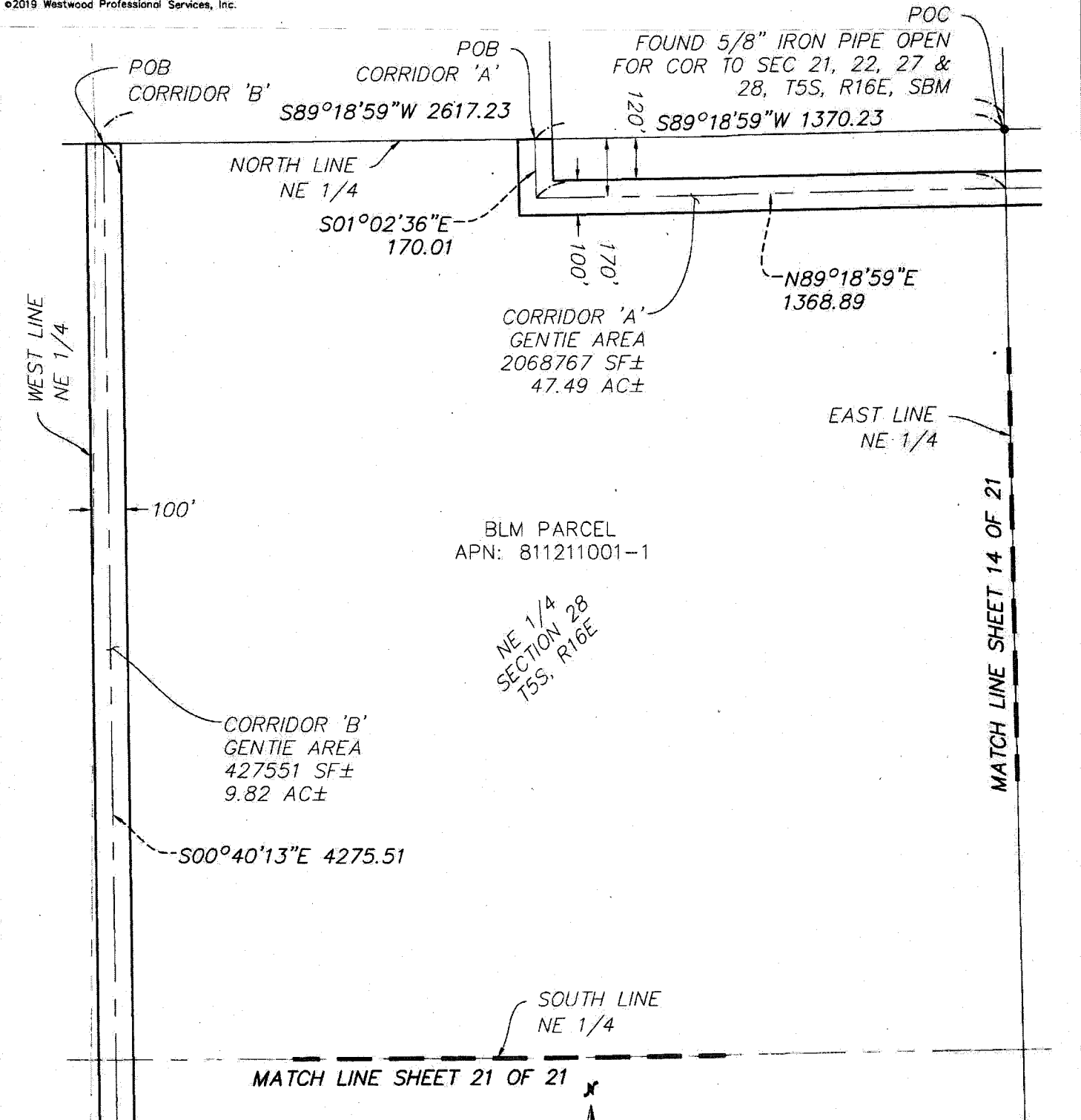
Phone (214) 473-4840 2740 North Dallas Parkway, Suite 280  
 TollFree (888) 937-5150 Plano, TX 75093  
 westwoodps.com

Westwood Professional Services, Inc.

## Athos Solar Project

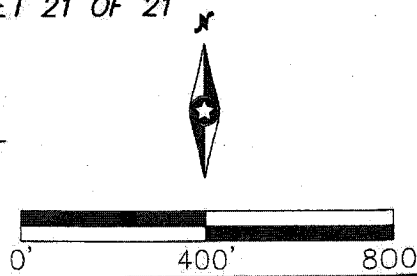
RIVERSIDE COUNTY, CA

Gentie  
 Areas  
 Section 21  
 T5S, R16E, SBM  
 EXHIBIT B



**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- - - SECTION LINE



**Athos Solar Project**

RIVERSIDE COUNTY, CA

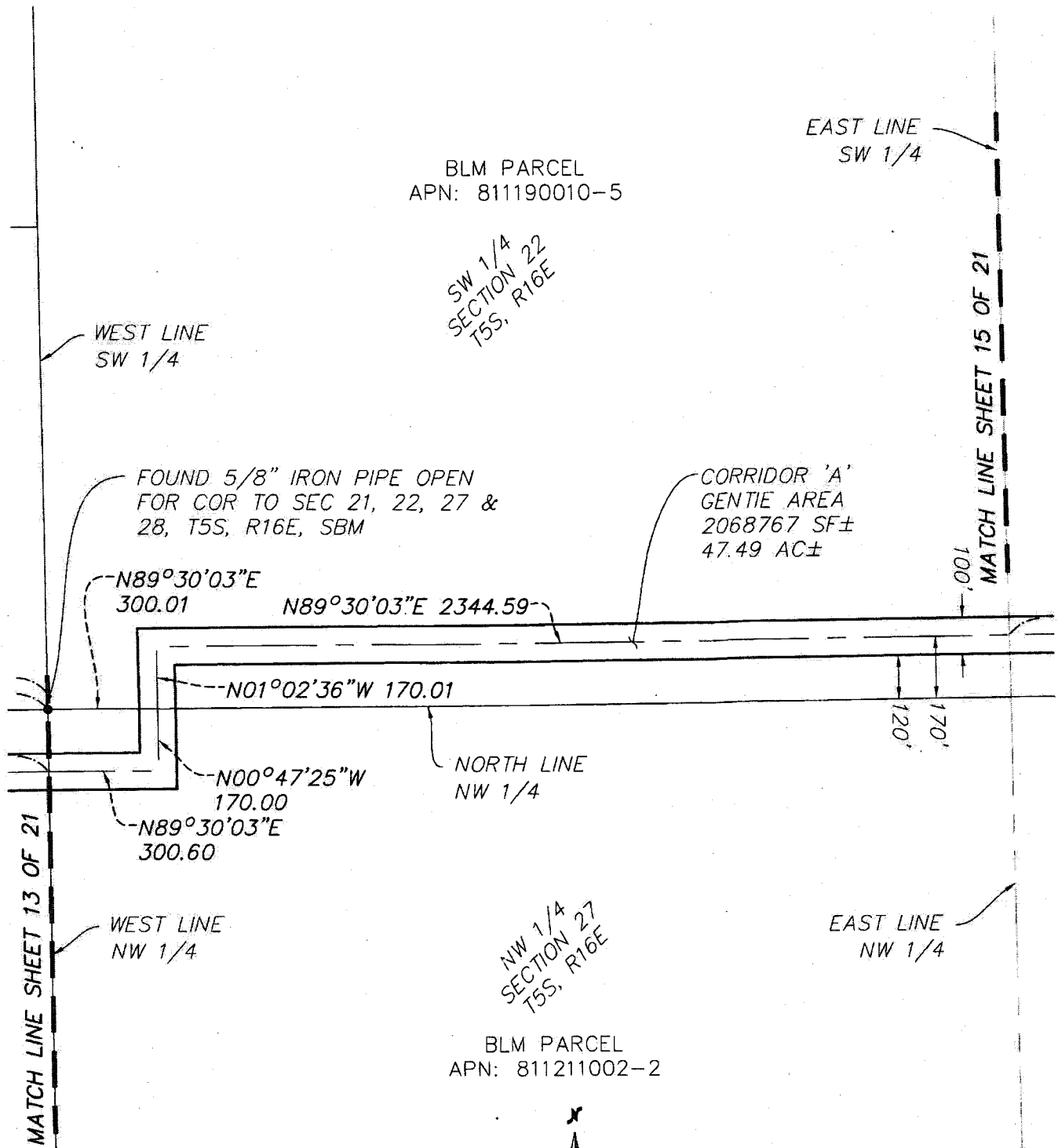
SHEET: 7 OF 15  
DATE: 06/03/19

*Gentle Areas*  
**Section 28**  
**T5S, R16E, SBM**  
EXHIBIT B

**Westwood**

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Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.



BLM PARCEL  
APN: 811190010-5

SW 1/4  
SECTION 22  
T5S, R16E

EAST LINE  
SW 1/4

WEST LINE  
SW 1/4

FOUND 5/8" IRON PIPE OPEN  
FOR COR TO SEC 21, 22, 27 &  
28, T5S, R16E, SBM

CORRIDOR 'A'  
GENTIE AREA  
2068767 SF±  
47.49 AC±

N89°30'03"E  
300.01

N89°30'03"E 2344.59

N01°02'36"W 170.01

N00°47'25"W  
170.00

N89°30'03"E  
300.60

NORTH LINE  
NW 1/4

MATCH LINE SHEET 13 OF 21

WEST LINE  
NW 1/4

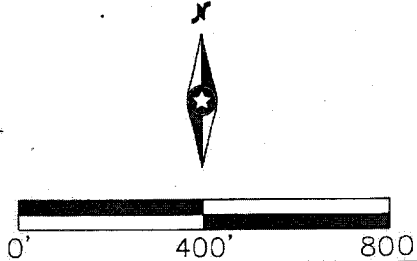
NW 1/4  
SECTION 27  
T5S, R16E

EAST LINE  
NW 1/4

BLM PARCEL  
APN: 811211002-2

**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- - - SECTION LINE



SHEET: 8 OF 15  
DATE: 06/03/19

**Westwood**

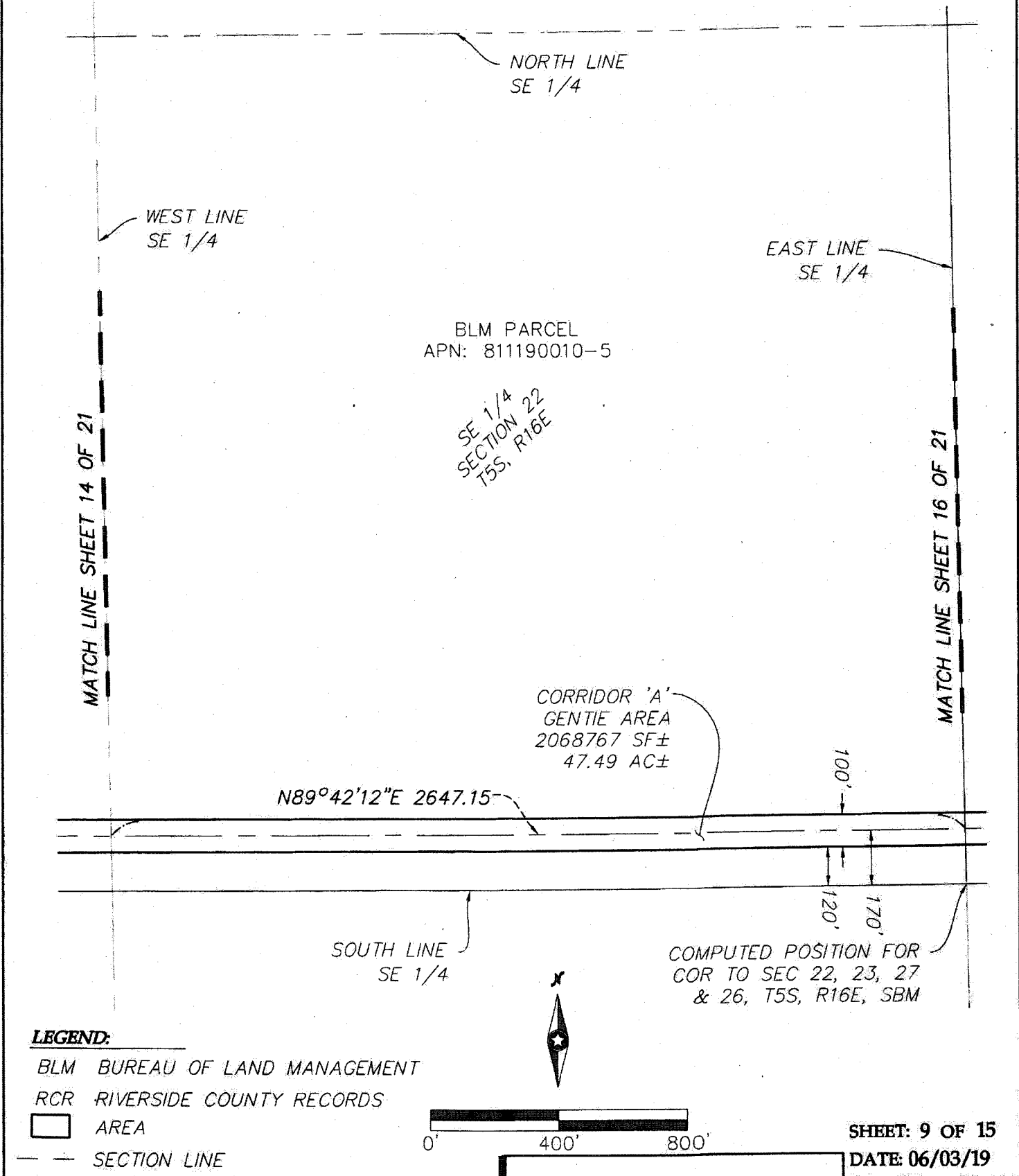
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

Gentie  
Areas  
Section 22  
T5S, R16E, SBM  
EXHIBIT B



**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- - - SECTION LINE



SHEET: 9 OF 15  
 DATE: 06/03/19

**Westwood**

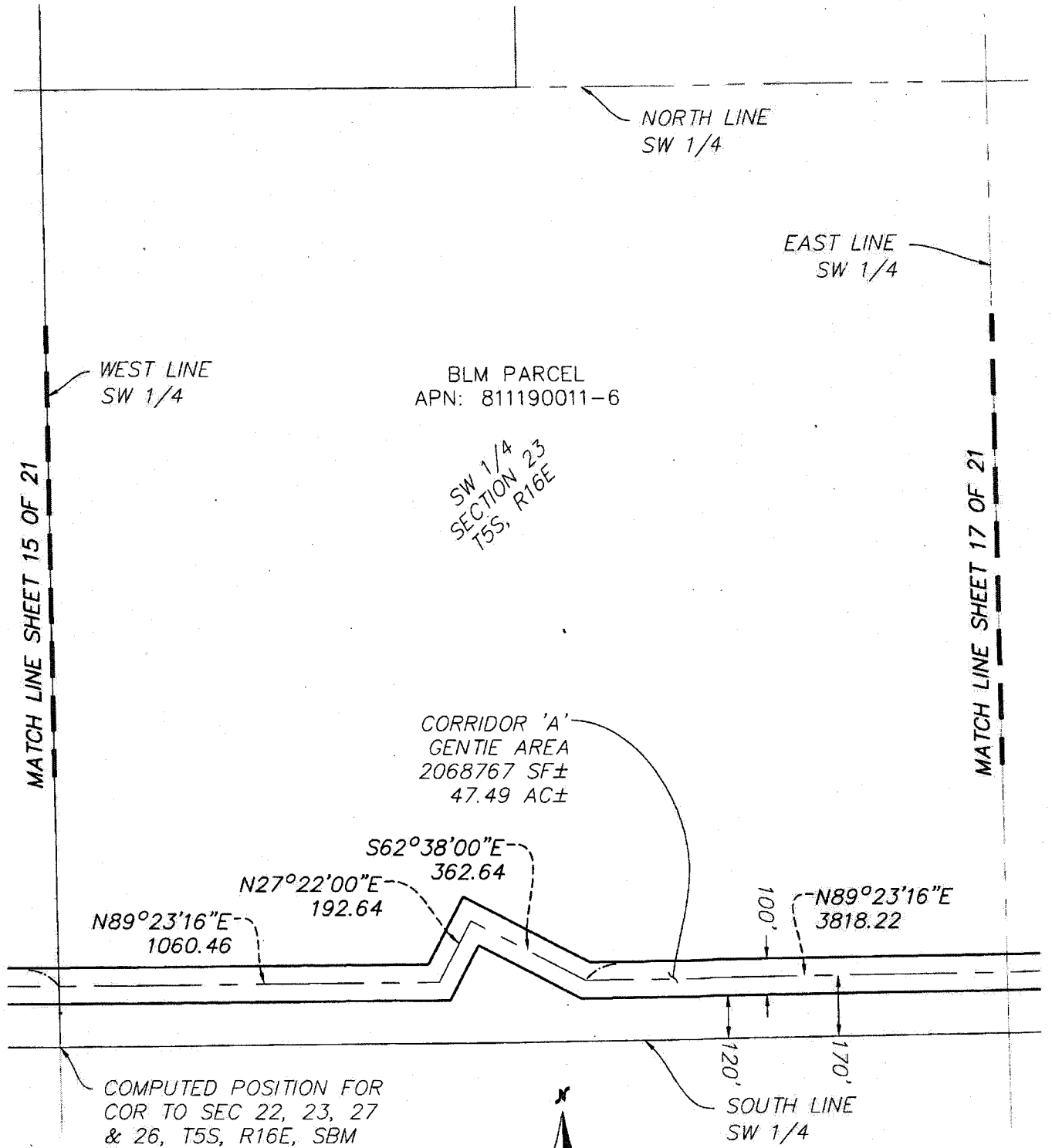
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
 Toll Free (888) 937-5150 Plano, TX 75093  
 westwoodps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

Gentie  
 Areas  
 Section 22  
 T5S, R16E, SBM  
 EXHIBIT B



MATCH LINE SHEET 15 OF 21

MATCH LINE SHEET 17 OF 21

BLM PARCEL  
APN: 811190011-6

SW 1/4  
SECTION 23  
T5S, R16E

CORRIDOR 'A'  
GENTIE AREA  
2068767 SF±  
47.49 AC±

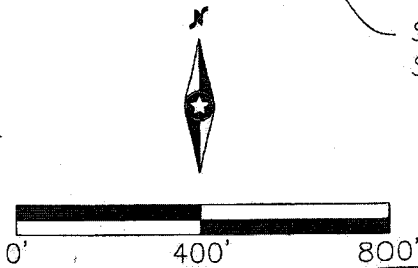
$N89^{\circ}23'16''E$  1060.46  
 $N27^{\circ}22'00''E$  192.64  
 $S62^{\circ}38'00''E$  362.64  
 $N89^{\circ}23'16''E$  3818.22

COMPUTED POSITION FOR  
COR TO SEC 22, 23, 27  
& 26, T5S, R16E, SBM

SOUTH LINE  
SW 1/4

**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- - - SECTION LINE



SHEET: 10 OF 15  
DATE: 06/03/19

# Athos Solar Project

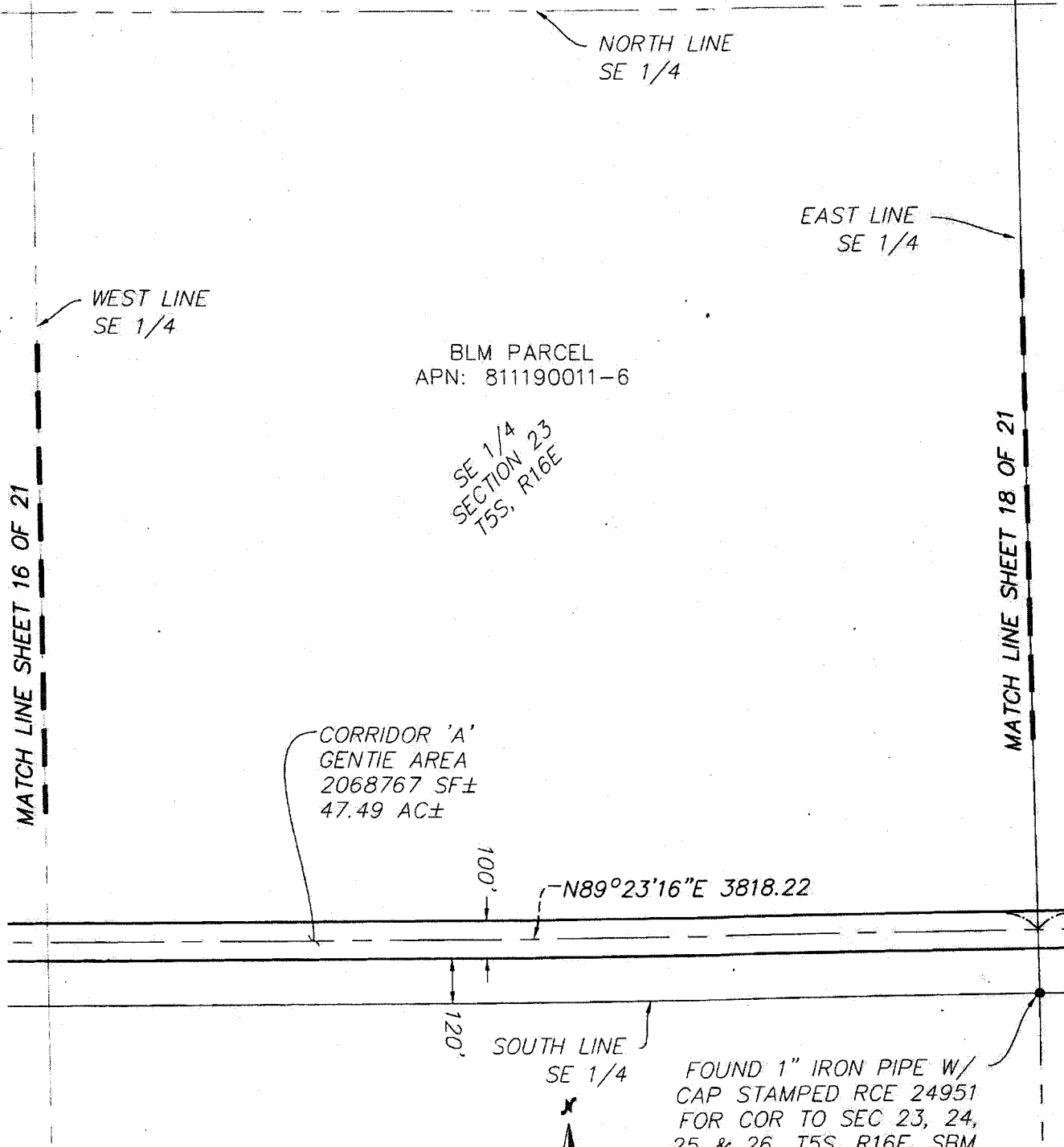
RIVERSIDE COUNTY, CA

Gentie  
 Areas  
 Section 23  
 T5S, R16E, SBM  
 EXHIBIT B

## Westwood

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
 Toll Free (888) 937-5150 Plano, TX 75093  
 westwoodps.com

Westwood Professional Services, Inc.



BLM PARCEL  
APN: 811190011-6

SE 1/4  
SECTION 23  
T5S, R16E

CORRIDOR 'A'  
GENTIE AREA  
2068767 SF±  
47.49 AC±

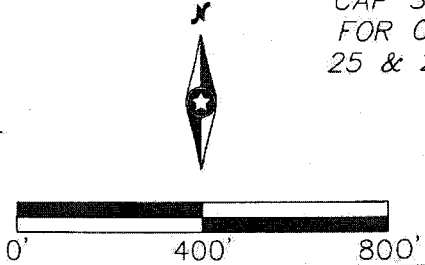
-N89°23'16"E 3818.22

SOUTH LINE  
SE 1/4

FOUND 1" IRON PIPE W/  
CAP STAMPED RCE 24951  
FOR COR TO SEC 23, 24,  
25 & 26, T5S, R16E, SBM

**LEGEND:**

- BLM BUREAU OF LAND MANAGEMENT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- - - SECTION LINE



SHEET: 11 OF 15  
DATE: 06/03/19

**Westwood**

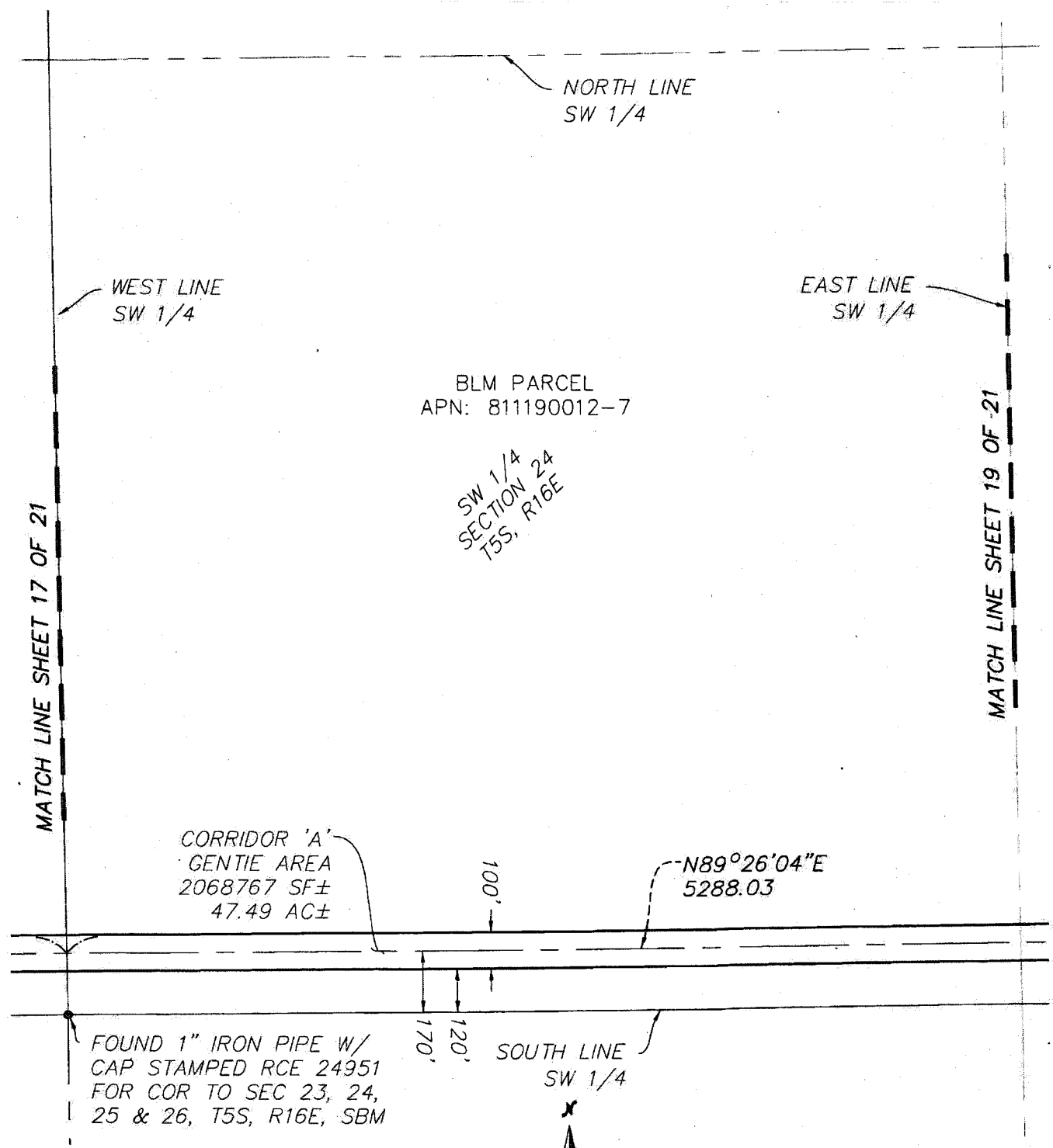
Phone (214) 473-4840 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75083  
westwoodps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

Gentie  
Areas  
Section 23  
T5S, R16E, SBM  
EXHIBIT B



**LEGEND:**

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

□ AREA

--- SECTION LINE



SHEET: 12 OF 15  
DATE: 06/03/19

**Westwood**

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

*Gentie  
Areas  
Section 24  
T5S, R16E, SBM  
EXHIBIT B*



NORTH LINE  
SE 1/4

WEST LINE  
SE 1/4

EAST LINE  
SE 1/4

RANGE 16 EAST  
RANGE 17 EAST

BLM PARCEL  
APN: 811190012-7

SE 1/4  
SECTION 24  
T5S, R16E

MATCH LINE SHEET 18 OF 21

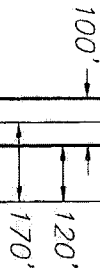
MATCH LINE SHEET 20 OF 21

CORRIDOR 'A'  
GENTIE AREA  
2068767 SF±  
47.49 AC±

N89°26'04"E  
5288.03

SOUTH LINE  
SE 1/4

COMPUTED POSITION FOR  
COR TO SEC 24 & 25,  
T5S, R16E, AND SEC 19  
& 30, T5S, R17E, SBM



**LEGEND:**

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

□ AREA

--- SECTION LINE



SHEET: 13 OF 15

DATE: 06/03/19

**Westwood**

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**Athos Solar Project**

RIVERSIDE COUNTY, CA

Gentie  
Areas  
Section 24  
T5S, R16E, SBM  
EXHIBIT B

RANGE 16 EAST  
RANGE 17 EAST

MATCH LINE SHEET 19 OF 21

WEST LINE  
SW 1/4

NORTH LINE  
SW 1/4

BLM PARCEL  
APN: 810110014-4

EAST LINE  
SW 1/4

SW 1/4  
SECTION 19  
T5S, R17E

CORRIDOR 'A'  
GENTIE AREA  
2068767 SF±  
47.49 AC±

N89°34'55"E  
2794.43

POINT OF  
TERMINUS  
CORRIDOR 'A'

S00°46'46"E 170.00

COMPUTED POSITION FOR  
COR TO SEC 24 & 25,  
T5S, R16E, AND SEC 19  
& 30, T5S, R17E, SBM

SOUTH LINE  
SW 1/4

FOUND IRON PIPE W/ CAP  
STAMPED RCE 24951 FOR  
COR TO SEC 19 & 30,  
T5S, R17E, SBM

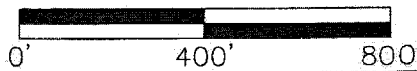
**LEGEND:**

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

□ AREA

--- SECTION LINE



SHEET: 14 OF 15  
DATE: 06/03/19

**Westwood**

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Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

Gentie  
Areas  
Section 19  
T5S, R17E, SBM  
EXHIBIT B

MATCH LINE SHEET \_ OF 21

NORTH LINE  
SE 1/4

CORRIDOR 'B'  
GENTIE AREA 2  
427551 SF±  
9.82 AC±

EAST LINE  
SE 1/4

S00°40'13"E  
4275.51

WEST LINE  
SE 1/4

BLM PARCEL  
APN: 811211001-1

100'

SE 1/4  
SECTION 28  
T5S, R16E

POINT 'X' OF  
CORRIDOR 'B'

S00°40'13"E 455.83

POINT 'Y' OF  
CORRIDOR 'B'

**INTERSTATE 10**  
(HIGHWAY MONUMENTATION MAP  
MLO 94005, BOOK 204, PAGE 436)

CORRIDOR 'B'  
GENTIE AREA 1  
115933 SF±  
2.66 AC±

BLM PARCEL  
APN: 811212001-4

SOUTH LINE  
SE 1/4

S00°40'13"E 517.36

S00°40'13"E 205.97  
S76°50'37"E  
436.00

BLM PARCEL  
APN: 811221001-2  
SECTION 33  
T5S, R16E, SBM

POINT OF  
TERMINUS  
CORRIDOR 'B'

S89°18'58"E  
120.72

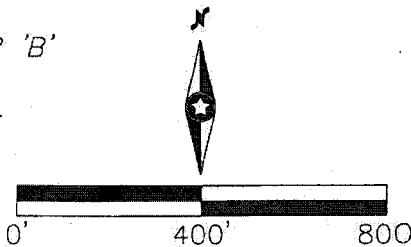
**LEGEND:**

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

AREA

SECTION LINE



SHEET: 15 OF 15  
DATE: 06/03/19

**Westwood**

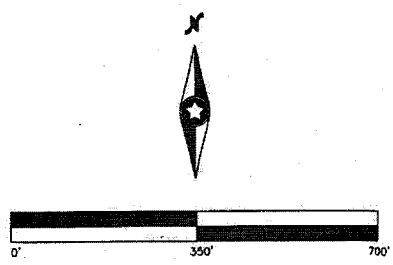
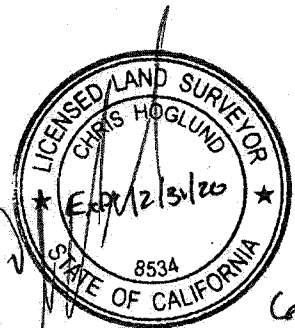
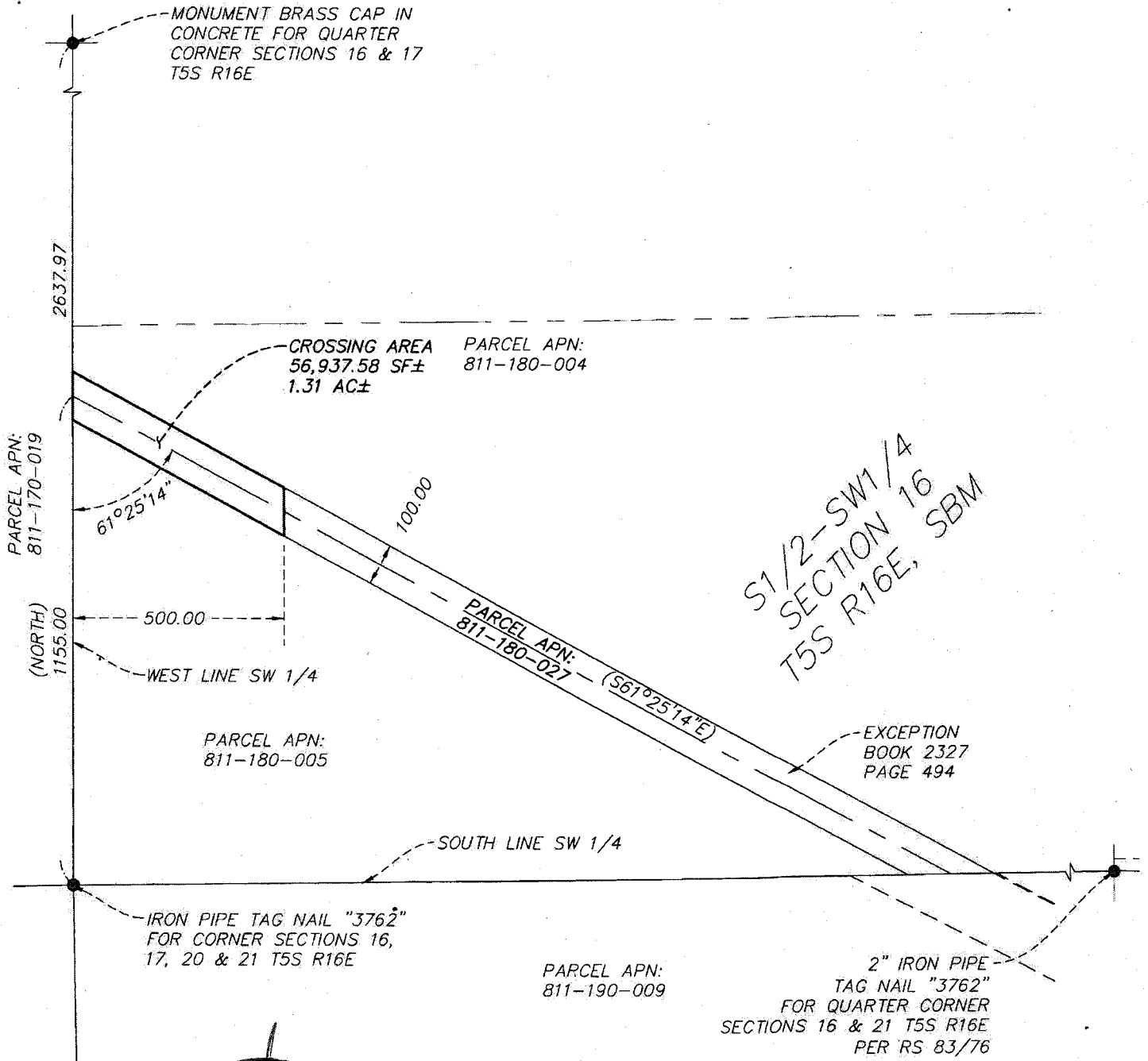
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.

**Athos Solar Project**

RIVERSIDE COUNTY, CA

Gentie  
Areas  
Section 28 & 33  
T5S, R16E, SBM  
EXHIBIT B



Sheet: 1 OF 1  
Date: 6/4/19

# Westwood

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Toll Free (888) 937-6150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.

Crew: \_\_\_\_\_  
Checked: BB  
Drawn: DCR  
Record Drawing by/date: \_\_\_\_\_

**Athos Solar Project**

Riverside County, CA

CA State  
Lands  
Crossing Area  
Exhibit - B

**AREA DESCRIPTION**

A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (S1/2SW1/4) OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL SURVEY APPROVED JULY 12, 1856, IN RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF A STRIP OF LAND ONE HUNDRED (100) FEET IN WIDTH BEING DESCRIBED AS AN EXCEPTION IN THE PATENT FROM THE STATE OF CALIFORNIA TO FREDERICK R. STOWELL RECORDED IN BOOK 2327 AT PAGE 494 ON SEPTEMBER 4, 1958 OF THE OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY LYING WITHIN THE WEST 500.00 FEET OF SAID S1/2SW1/4,

CONTAINING 1.31 ACRES, MORE OR LESS.

AS SHOWN ON SHEET 1 ATTACHED HERETO AND MADE A PART HEREOF.



Sheet: 1 OF 1  
Date: 6/4/19

**Athos Solar Project**  
Riverside County, CA

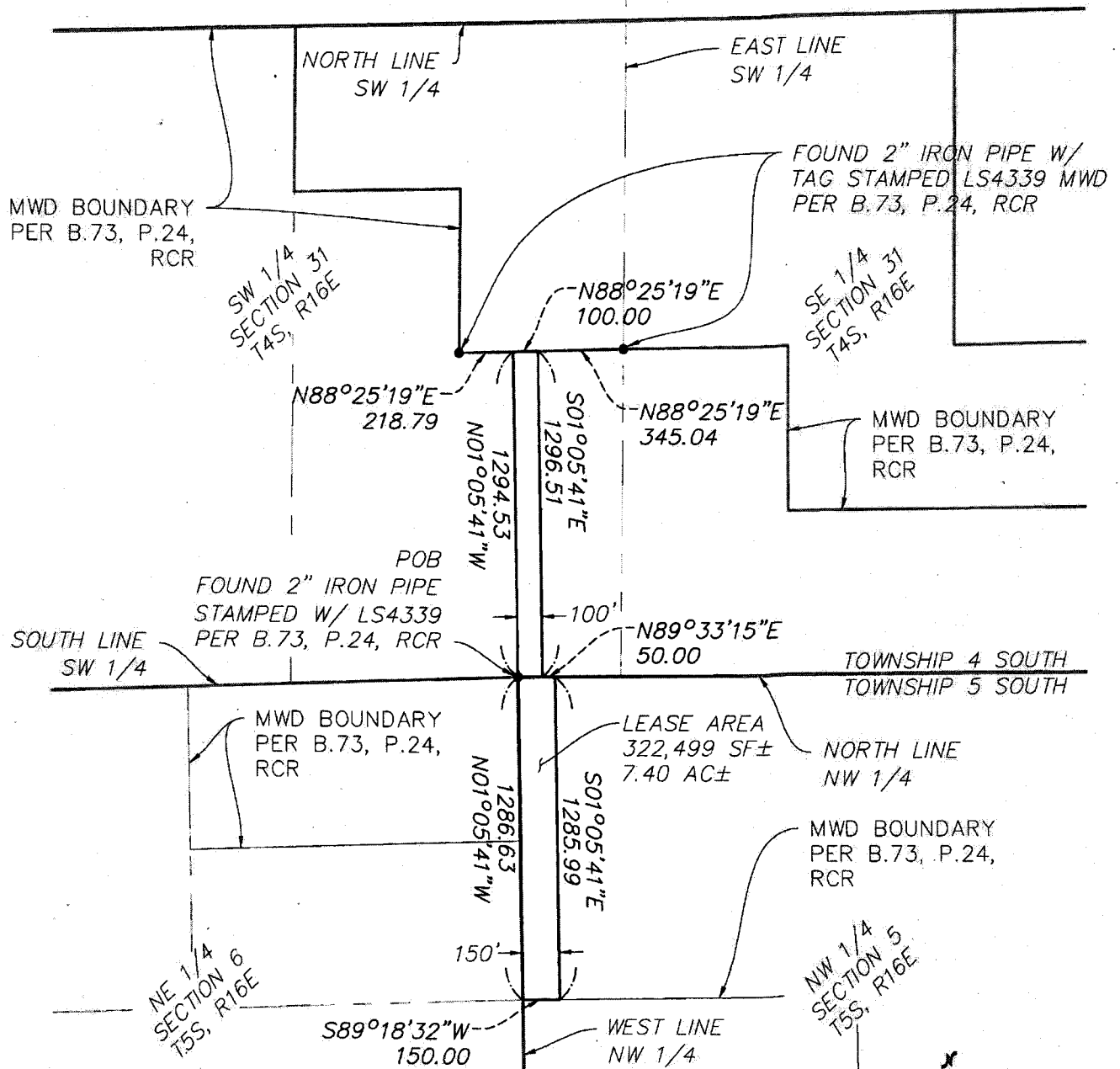
CA State  
Lands  
Crossing Area  
Exhibit A

**Westwood**

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Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

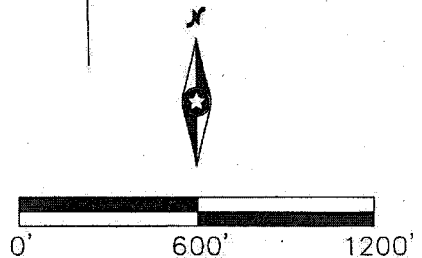
Westwood Professional Services, Inc.

Crew: \_\_\_\_\_  
Checked: BB  
Drawn: DCB  
Record Drawing by/date: \_\_\_\_\_



**LEGEND:**

- MWD METROPOLITAN WATER DISTRICT
- RCR RIVERSIDE COUNTY RECORDS
- AREA
- SECTION LINE



SHEET: 1 OF 1  
DATE: 6/4/2019

**Westwood**

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280  
Toll Free (888) 937-6160 Plano, TX 75093  
westwoodps.com

**Athos Solar Project**

**MWD  
Gentle Area**

Development Agreement No. 1900001

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Specific Plan

Zoning

Conditional Use Permit No. 180001

Public Use Permit No. 180001

Variance No. 190003

Land Divisions

Tentative Parcel Map Nos. 37700, 37702, 37703, 37704, and 37705

Other Development Approvals

CEQ180007 (EIR), SCH 2018051021

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. 1900001

EXHIBIT D

EXISTING LAND USE REGULATIONS

1. Riverside County General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4896
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. 458.15
6. Ordinance No. 460 as amended through Ordinance No. 460.154
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. 650.6
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. 671.21
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. 742 as amended through Ordinance No. 742.1
21. Ordinance No. 743 as amended through Ordinance No. 743.3
22. Ordinance No. 748 as amended through Ordinance No. 748.1
23. Ordinance No. 749 as amended through Ordinance No. 749.1
24. Ordinance No. 752 as amended through Ordinance No. 752.2



25. Ordinance No. 754 as amended through Ordinance No. 754.2
26. Ordinance No. 787 as amended through Ordinance No. 787.8
27. Ordinance No. 806 as amended through Ordinance No. 806
28. Ordinance No. 810 as amended through Ordinance No. 810.2
29. Ordinance No. 817 as amended through Ordinance No. 817.1
30. Ordinance No. 824 as amended through Ordinance No. 824.15
31. Ordinance No. 847 as amended through Ordinance No. 847.1
32. Ordinance No. 859 as amended through Ordinance No. 859.3
33. Ordinance No. 875 as amended through Ordinance No. 875.1
34. Ordinance No. 915 as amended through Ordinance No. 915
35. Ordinance No. 925 as amended through Ordinance No. 925.1
36. Ordinance No. 926 as amended through Ordinance No. 926
37. Ordinance No. 927 as amended through Ordinance No. 927
37. Ordinance No. 931 as amended through Ordinance No. 931
34. Resolution No. 2012 -047 Establishing Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements
39. 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.

EXHIBIT "E"

SOLAR POWER PLANT

The OWNERS propose to construct, operate, maintain, and decommission an up-to 500 megawatt (MW) photovoltaic (PV) electrical generation and storage facility and associated infrastructure in unincorporated Riverside County, California, to be known as the Athos Renewable Energy Project. Approximately 3,195 acres of privately owned land would be included in the project, with the remainder of the project to be developed on public land, including within a Right-of-Way covering up to approximately 90 acres administered by the Bureau of Land Management, within an easement covering up to 7.4 acres administered by the Metropolitan Water District of Southern California, and within a lease area covering up to 1.3 acres administered by the California State Lands Commission. The Project would generate, store, and deliver solar-generated power to the California electrical grid through an interconnection at the Red Bluff Substation owned by Southern California Edison.

The project would be constructed in two phases. Phase 1 would be owned by IP Athos, LLC, and Phase 2 would be owned by IP Athos II, LLC. Shared facilities would be owned jointly and constructed by IP Athos, LLC. Key components of the Project include the following.

Phase 1

- A solar field covering up to approximately 1,772 acres capable of generating 250 MW of electricity, including solar panels mounted on tracking systems, electrical inverters, up to 2 electrical substations, electrical wiring, perimeter and interior access roads, security fencing, electrical control enclosures, and battery enclosures; and
- Overhead and/or underground medium-voltage cabling covering up to approximately 6 acres.

Phase 2

- A solar field covering up to approximately 1,418 acres capable of generating between 200 and 250 MW of electricity, including solar panels mounted on tracking systems, electrical inverters, up to 2 electrical substations, electrical wiring, perimeter and interior access roads, security fencing, and electrical control enclosures; and
- Overhead or underground medium-voltage cabling covering up to approximately 12 acres.

Shared Facilities (constructed concurrently with Phase 1)

- Overhead 220 kV gen-tie lines covering up to approximately 10 acres, including a short underground portion as necessary;
- A 220 kV switchyard;
- An O&M building;
- A water well.

The Project would operate year-round and would produce up to a total of 500 MW of electricity.

Development Agreement No. 1900001

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

**Phase 1: IP Athos, LLC**

Private Land Solar (max)	1772 acres
Private Land Gen-tie Pole/Buried Line Disturbance (max)	3 acres
BLM Land Gen-tie Pole/Buried Line Disturbance (max)	13 acres
<hr/>	
Phase 1 Subtotal	1788 acres

**Phase 2: IP Athos II, LLC**

Private Land Solar (max)	1418 acres
Private Land Gen-tie Pole/Buried Line Disturbance (max)	2 acres
BLM Land Gen-tie Pole/Buried Line Disturbance (max)	10 acres
<hr/>	
Phase 2 Subtotal	1430 acres

**Solar Power Plant Net Acreage**

<hr/>	
<b>Phase 1 Subtotal Plus Phase 2 Subtotal</b>	<b>3218 acres</b>

Upon notice to and in consultation with the Assistant TLMA Director – Planning and Land Use, the County Executive Officer and County Counsel, OWNERS may reduce the Solar Power Plant Net Acreage to the extent that OWNERS later decide not to develop all acres approved by COUNTY for development.

Development Agreement No. 1900001

EXHIBIT "G"

ANNUAL REVIEW 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. 1900001

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:  
\_\_\_\_\_

\*\*\*

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

Development Agreement No. 1900001

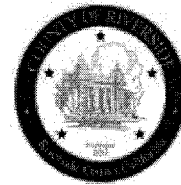
EXHIBIT "H"

PROPERTY OWNER CONTACT INFORMATION



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND LAND MANAGEMENT AGENCY**

*Juan C. Perez*  
*Agency Director*



05/30/19, 3:50 pm

CUP180001

**ADVISORY NOTIFICATION DOCUMENT**

The following notifications are included as part of the recommendation of approval for CUP180001. They are intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property.

Advisory Notification

Advisory Notification. 1           AND - Causes for Revocation

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

Advisory Notification. 2           AND - Hold Harmless

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

(a) any claim, action, or proceeding against the COUNTY to attack, set aside, void, or annul an approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the CUP180001, PUP180001, and VAR190001 or its associated environmental documentation; and,

(b) any claim, action or proceeding against the COUNTY to attack, set aside, void or annul any other decision made by the COUNTY concerning the CUP180001, PUP180001, and VAR190001,

including, but not limited to, decisions made in response to California Public Records Act requests; and

(a) and (b) above are hereinafter collectively referred to as "LITIGATION."

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

The obligations imposed by this condition include, but are not limited to, the following: the applicant/permittee shall pay all legal services expenses the COUNTY incurs in connection with any such LITIGATION, whether it incurs such expenses directly,

whether it is ordered by a court to pay such expenses, or whether it incurs such expenses by providing legal services through its Office of County Counsel.

Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the Project, applicant/permittee shall initially deposit with the

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

Advisory Notification. 2        AND - Hold Harmless (cont.)  
COUNTY's Planning Department the total amount of Twenty Thousand Dollars (\$20,000). Applicant/permittee shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Planning Department and the Riverside County Clerk of the Board associated with the LITIGATION. To the extent such costs are not recoverable under the California Public Records Act from the records requestor, applicant/permittee agrees that deposits under this section may also be used to cover staff time incurred by the COUNTY to compile, review, and redact records in response to a Public Records Act request made by a petitioner in any legal challenge to the Project when the petitioner is using the Public Records Act request as a means of obtaining the administrative record for LITIGATION purposes. Within ten (10) days of written notice from COUNTY, applicant/permittee shall make such additional deposits.

Advisory Notification. 3        AND - Notification Document

The following requirements are included as part of the approval for CUP180001, PUP180001, VAR190001 and are in addition to the conditions of approval. These include some of the Federal, State and County requirements applicable to this entitlement and subsequent development of the subject property.

Advisory Notification. 4        AND - Preamble

This Advisory Notification Document is included as part of the justification for the recommendation of approval of Conditional Use Permit No. 180001 (CUP180001), Public Use Permit (PUP180001), Variance No. 190001 (VAR190001) and is intended to advise the applicant of various Federal, State and County regulations applicable to this entitlement and the subsequent development of the subject property in accordance with approval of that entitlement and are in addition to the applied conditions of approval.

Advisory Notification. 5        AND - Project Description & Operational Limits

The entitlements below are considered the "Project." The project is commonly referred to as the Athos Renewable Energy Project (Athos or Project).  
Conditional Use Permit No. 180001 (CUP180001): To allow the construction, maintenance, and operation of a 500 megawatt (MW) commercial solar photovoltaic (PV) electrical power plant (solar facility) in the Desert Center area of unincorporated Riverside County. The solar facility consist of a seven solar array fields (Parcel Groups) utilizing single-axis solar PV trackers and panels with a combined maximum height of 12 feet. Supporting facilities on-site would include up to four electrical substations (approximately 30,000 square feet each), one 3,000 square foot operation/maintenance (O&M) building, inverters, transformers, battery/flywheel storage system capable of storing up to 500 MW of electricity, and several interior access roads or improved existing access roads connecting the project area to Rice Road 177 (SR177). The proposed project is located on approximately 3,440 acres across seven groups of non-contiguous parcels (Parcel Groups A to G).

Public Use Permit No. 180001 (PUP180001): To allow approximately four miles of 220



## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

Advisory Notification. 5 AND - Project Description & Operational Limits (cont.) kilovolt (kV) generation tie (gen-tie) transmission lines to traverse County/private properties (non-BLM regulated/owned property). The gen-tie lines are proposed to interconnect with the Southern California Edison (SCE) Red Bluff substation, an existing substation located south of Interstate 10 (I-10). The gen-tie lines would be placed within a 100 foot-wide right-of-way (ROW). Portions of the gen-tie lines could be undergrounded for segments to cross existing public and private ROWs.

Variance No. 190001: To allow the gen-tie support structures to exceed the maximum height allowed within the Natural Assets (N-A) zone and also in the Controlled Development Area (W-2) zone. The maximum height allowed for structures within the N-A zone is 20 feet in height. The maximum height allowed for structures within the W-2 zone is 105 feet in height. The gen-tie support structures would be constructed with either monopoles, lattice steel structures, or wood H-frame poles with an average height of 90 feet from ground level, minimum height of approximately 30 feet from ground level, and a maximum height of 120 feet from ground level.

Tentative Parcel Map No.(s): 37700, 37701, 37702, 37703, 37704, and 37705: Schedule "I" subdivisions to consolidate and assemble approximately 3,440 acres into six, non-contiguous mapped areas, to support a commercial solar facility. The consolidation would include the request to vacate public easements and rights-of-ways. TPM37700 (Parcel Group E) is proposing to consolidate 473.43 acres into one parcel; TPM37701 (Parcel Group G) is proposing to consolidate 301.60 acres into one parcel; TPM37702 (Parcel Group A) is proposing to consolidate 643.96 acres into one parcel; TPM37703 (Parcel Group D) is proposing to consolidate 109.24 acres into one parcel; TPM37704 (Parcel Group C) is proposing to consolidate 797.85 acres into one parcel; and TPM37705 (Parcel Group B) is proposing to consolidate 166.96 acres into one parcel. (Parcel Group F, APN: 811-190-001 is currently one parcel).

Advisory Notification. 6 AND - USE - BUSINESS LICENSING

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

Advisory Notification. 7 AND - EIR Mitigation Measures

APM B-1: Wildlife Relocation. The Applicant will prepare and implement a Wildlife Relocation Plan (POD Appendix M) to ensure that special-status wildlife species, including (but not limited to) desert tortoise, burrowing owl, and desert kit fox, are safely avoided or relocated off the Project site prior to construction. The Wildlife Relocation Plan will conform to USFWS guidelines for desert tortoise surveys, avoidance, and relocation, and to CDFW guidelines for burrowing owl and desert kit fox passive relocation, including scheduling to avoid disturbance to natal dens or burrows. The Wildlife Relocation Plan will specify methodology for pre-construction clearance surveys on the proposed solar fields and gen-tie routes; monitoring or tracking special-status species, burrows, or dens that may be located during the surveys; construction of off-site artificial burrows if needed; avoidance to allow for wildlife to safely move out of

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Advisory Notification. 7 AND - EIR Mitigation Measures (cont.)  
harm's way, or methods for localized "out of harm's way" desert tortoise relocation; passive relocation methods for burrowing owl or desert kit fox; qualifications of field personnel who may handle desert tortoises; and followup monitoring of translocated animals.

Advisory Notification. 7 AND - EIR Mitigation Measures

Incorporation of all adopted EIR Mitigation Measures for CEQ180007.

Advisory Notification. 8 AND - EIR Mitigation Measures: AES-1

MM AES-1: Night Lighting Management Plan. To the extent feasible, consistent with safety and security considerations, the Project owner shall design and install all permanent exterior lighting and all temporary construction lighting such that (a) lamps and reflectors are not visible from beyond the Project site, including any off-site security buffer areas; (b) lighting does not cause excessive reflected glare; (c) direct lighting does not illuminate the nighttime sky, except for required FAA aircraft safety lighting (which should be an on-demand, audio-visual warning system that is triggered by radar technology); (d) illumination of the Project and its immediate area is minimized, and (e) the plan complies with local policies and ordinances.

(To extent feasible shall mean to the satisfaction of the Assistant TLMA Director, or their designated representative)

The Project owner shall also consult with the NPS Night Sky Program Manager in the development of the Night Lighting Management Plan and comply with stricter standards for light intensity. All permanent light sources shall be below 3,500 Kelvin color temperature (warm white) and shall have cutoff angles not to exceed 45 degrees of nadir. The use of LED lighting with a Correlated Color Temperature (CCT) above 2,700 would introduce blue light into the environment that would have negative impacts on the night skies and wildlife of that area. If LED light bulbs are used, they will have a CCT of 2,700 or less. A CCT above 2,700 would increase blue light into the environment that would impact wildlife and visors and increase light pollution. All lights, temporary and permanent, are to be fully shielded such that the emission of light above the horizontal will be prevented. Prior to construction, the Applicant shall submit to Riverside County, BLM and NPS JTNP for review, and for approval by Riverside County, a Night Lighting Management Plan that includes the following:

- A. Location and direction of light fixtures shall take the lighting mitigation requirements into account;
- B. Lighting design shall consider setbacks of Project features from the site boundary to aid in satisfying the lighting mitigation requirements;
- C. Lighting shall incorporate fixture hoods/shielding, with light directed downward or toward the area to be illuminated;
- D. Light fixtures that are visible from beyond the Project boundary shall have cutoff angles that are sufficient to prevent lamps and reflectors from being visible beyond the Project boundary, except where necessary for security;
- E. All lighting shall be of minimum necessary brightness consistent with operational safety and security;
- F. Lights in high illumination areas not occupied on a continuous basis (such as maintenance platforms) shall have (in addition to hoods) switches, timer switches, or

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Advisory Notification. 8      AND - EIR Mitigation Measures: AES-1 (cont.)  
 motion detectors so that the lights operate only when the area is occupied;  
 G. Specification that LPS or amber LED lighting will be emphasized, and that white lighting (metal halide) would (a) only be used when necessitated by specific work tasks, (b) not be used for dusk-to-dawn lighting, and (c) would be less than 3500 Kelvin color temperature;  
 H. Specification and map of all lamp locations, orientations, and intensities, including security, roadway, and task lighting;  
 I. Specification of each light fixture and each light shield;  
 J. Total estimated outdoor lighting footprint expressed as lumens or lumens per acre;  
 K. Definition of the threshold for substantial contribution to light pollution in JTNP, in coordination with the Night Sky Program Manager (see below);  
 L. Specifications on the use of portable truck-mounted lighting;  
 M. Specification of motion sensors and other controls to be used, especially for security lighting;  
 N. Surface treatment specification that will be employed to minimize glare and skyglow;  
 O. Results of a Lumen Analysis (based on final lighting plans), in consultation with the NPS Night Sky Program Manager, in order to determine the extent of night lighting exposures in the surrounding NPS lands. If the lighting exposure on NPS lands exceeds the allowable threshold (which is to be determined in consultation with the NPS Night Sky Program Manager), additional control measures will be instituted to reduce the lighting exposures to levels below the action threshold; and  
 P. Documentation that the necessary coordination with the NPS Night Sky Program Manager has occurred.

If the County does not respond to submittal of the draft Plan within 60 days, the Project owner may consider this a waiver of the County's authority to comment and the Plan may be considered approved.

Advisory Notification. 9      AND - Exhibits

The development of the premises shall conform substantially with that as shown on APPROVED EXHIBIT.

Advisory Notification. 10      AND - Federal, State & Local Regulation Compliance

1. Compliance with applicable Federal Regulations, including, but not limited to:
  - National Pollutant Discharge Elimination System (NPDES)
    - Clean Water Act
    - Migratory Bird Treaty Act (MBTA)
2. Compliance with applicable State Regulations, including, but not limited to:
  - The current Water Quality Management Plan (WQMP) Permit issued by the applicable Regional Water Quality Control Board (RWQCB.)
    - Government Code Section 66020 (90 Days to Protest)
    - Government Code Section 66499.37 (Hold Harmless)
    - State Subdivision Map Act
    - Native American Cultural Resources, and Human Remains (Inadvertent Find)
    - School District Impact Compliance

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Advisory Notification. 10 AND - Federal, State & Local Regulation Compliance (cont.)

- Civil Code Section 815.3 & Government Code Sections 65040.2 et al - SB 18 (Tribal Intergovernmental Consultation) {for GPAs, SPs, & SPAs
- Public Resources Code Section 5097.94 & Sections 21073 et al - AB 52 (Native Americans: CEQA){for all projects with EIR, ND or MND determinations}

3. Compliance with applicable County Regulations, including, but not limited to:

- Ord. No. 348 (Land Use Planning and Zoning Regulations)
- Ord. No. 413 (Regulating Vehicle Parking)
- Ord. No. 421 (Excavation Covering & Swimming Pool Safety)
- Ord. No. 457 (Building Requirements)
- Ord. No. 458 (Regulating Flood Hazard Areas & Implementing National Flood Insurance Program)
- Ord. No. 460 (Division of Land)
- Ord. No. 461 (Road Improvement Standards)
- Ord. No. 484 (Control of Blowing Sand)
- Ord. No. 555 (Surface Mining and Reclamation)
- Ord. No. 625 (Right to Farm)
- Ord. No. 716 (Abandoned, Neglected or Cruelly Treated Animals)
- Ord. No. 771 (Controlling Potentially Dangerous & Dangerous Animals)
- Ord. No. 878 (Regarding Noisy Animals)
- Ord. No. 655 (Regulating Light Pollution)
- Ord. No. 671 (Consolidated Fees)
- Ord. No. 679 (Directional Signs for Subdivisions)
- Ord. No. 742 (Fugitive Dust/PM10 Emissions in Coachella Valley) {Geographically based}
- Ord. No. 787 (Fire Code)
- Ord. No. 847 (Regulating Noise)
- Ord. No. 857 (Business Licensing)
- Ord. No. 859 (Water Efficient Landscape Requirements)
- Ord. No. 915 (Regulating Outdoor Lighting)
- Ord. No. 916 (Cottage Food Operations)
- Ord. No. 925 (Prohibiting Marijuana Cultivating)
- Ord. No. 927 (Regulating Short Term Rentals)
- Ord. No. 928 (Clarifying County Prohibition on Mobile Marijuana Dispensaries and Deliveries)

4. Mitigation Fee Ordinances

- Ord. No. 659 Development Impact Fees (DIF)
- Ord. No. 663 Stephens Kangaroo Rat Habitat Conservation Plan (SKR)
- Ord. No. 673 Coachella Valley Transportation Uniform Mitigation Fee (CV TUMF)
- Ord. No. 875 Coachella Valley Multiple Species Habitat Conservation Plan (CV MSHCP)

Advisory Notification. 11 AND - Project Location

The Athos Project is located north of I-10 predominately along Rice Road (SR177), approximately four miles east and northeast of Desert Center in unincorporated Riverside County. Given the scale and acreage of the proposed project, the applicant

## ADVISORY NOTIFICATION DOCUMENT

### Advisory Notification

Advisory Notification. 11 AND - Project Location (cont.)  
has separated the project area into seven non-contiguous parcel groups (See Figure 1).  
The general location of each parcel group is described below:

- Parcel Group A – Is located approximately 4,000 feet north of Rice Road (SR177), west of Loma Verde Road, east of Buffalo Run Road, and south of Kiowa Road. Parcel A Group is approximately 643.96 acres. Parcel Group A was previously used for agriculture and is currently fallow. It is located 0.5 miles east of the existing Desert Sunlight Solar Farm and 0.5 miles east of the approved Desert Harvest Solar Project site. It is primarily surrounded by undeveloped desert on BLM-administered public lands. Parcel Group A is also adjacent to (south of) BLM-administered land designated for conservation (i.e., designated as an Area of Critical Environmental Concern and National Lands Conservation System land). Parcels to the south of Parcel Group A are a right-of-way owned in fee by the Metropolitan Water District (MWD). To the southeast and east are private lands currently used for agriculture. Rural residences are located approximately 100 feet east and 1,500 feet west of Parcel Group A. A date palm farm is included adjacent to the residences located 1,500 feet from Parcel Group A.
- Parcel Group B – Is located south of Rice Road (SR177), directly north of the Desert Center Airport (Chuckwalla Raceway). Parcel Group B is approximately 166.96 acres. A portion of Parcel Group B was previously used for agriculture but is currently fallow, other portions include undeveloped desert area. It is located south of the MWD right-of-way and private land used for agriculture and north of the Chuckwalla Valley Raceway. It is located east of BLM-land and west of undeveloped private land.
- Parcel Group C – Is located directly adjacent to Rice Road (SR177) to the south, and north of Comanche Trail. Parcel Group C is approximately 797.85 acres. Parcel Group C was previously used for agriculture and is currently fallow. It is located south and east of the State Route 177, rural residences, and the Green Acres Mobile Park with 27 mobile home spaces. It is located north and west of BLM-land, and west of the Chuckwalla Valley Raceway's access road. Scattered rural residences are located near Parcel Group C specifically along the State Route 177 and near the Lake Tamarisk community.
- Parcel Group D – Is located directly to the southwest of Parcel Group C, south of Comanche Trail. Parcel Group D is approximately 109.24 acres. Parcel Group D is undeveloped desert located south, east, and north of undeveloped BLM-land. It is located west of an undeveloped private parcel.
- Parcel Group E – Is generally located south of the Desert Center Airport (Chuckwalla Raceway). Parcel Group B is approximately 473.43 acres. Parcel Group E was previously used for agriculture and is currently fallow. It is located south of the Chuckwalla Valley Raceway and surrounds an undeveloped parcel of State-owned land under the jurisdiction of the California State Lands Commission. There is another parcel of State-owned land that is within the southwestern area of Parcel Group E and would be crossed by the Project gen-tie line and roadway. Parcel Group E is adjacent to some BLM-land to the east, west and south. Additional lands to the east and west are undeveloped private land.
- Parcel Group F – Is currently one parcel and located approximately 3,800 feet north of I-10. Parcel Group F is approximately 280 acres. Parcel Group F is the only Parcel

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### Advisory Notification

Advisory Notification. 11      AND - Project Location (cont.)

Group that does not have an associated Tentative Parcel Map. Parcel Group F is undeveloped desert and is surrounded almost entirely by BLM-land. A parcel of private land, located southeast of Parcel Group F.

- Parcel Group G – Is located approximately 9,000 feet north of the I-10/Chuckwalla Valley Road intersection. Parcel Group G is approximately 301.60 acres. Parcel Group G is a date farm and is surrounded almost entirely by BLM-land. A parcel of private land is located southwest of Parcel Group G that is used as a date farm.

#### Gen-Tie Transmission Lines

The 220 kV gen-tie lines would traverse mainly BLM-administered public lands. A portion of the gen-tie lines north and south of the I 10 corridor would also be sited within the Section 368 Federal Energy Corridor as established by the Westwide Energy Corridor Final Programmatic Environmental Impact Statement (PEIS) and Record of Decision. Gen-tie Segment #4 would cross the Chuckwalla ACEC south of the I 10, paralleling an existing overhead transmission corridor and within an existing BLM utility corridor.

- Gen-tie Segment #1 crosses BLM land and two private parcels that are not part of the proposed solar facility. The private parcels are designated as Open Space Rural in the General Plan and zoned as W 2 10 and N-A. One parcel is a right-of-way owned in fee by the MWD.
- Gen-tie Segments #2, #3, and #4, are either located on the proposed solar facility or undeveloped BLM-land. Portions of Gen-tie Segment #2 would parallel the existing Desert Sunlight Solar Farm gen-tie line, and Gen-tie Segment #3 would parallel the proposed Palen Solar Project gen-tie line either overhead or underground in the access road. Gen-tie Segment #4 would parallel both Desert Sunlight and the Palen gen-tie lines and would be located partially within an existing BLM utility corridor.

### E Health

E Health. 1      Gen - Custom

If previously unidentified contamination or the presence of a naturally occurring hazardous material is discovered at the site, assessment, investigation, and/or cleanup may be required. Contact Riverside County Environmental Health - Environmental Cleanup Programs at (951) 955-8980, for further information.

E Health. 2      Onsite Well

Water from an approved, on site well must meet potable standards and must serve less than 25 employees.

If the number of employees exceeds 24, an application for a public water system must be filed with Department of Environmental Health and the State Water Resources Control Board.

E Health. 3      Previous Military Activity at Site

## ADVISORY NOTIFICATION DOCUMENT

### E Health

#### E Health. 3

#### Previous Military Activity at Site (cont.)

Based on Phase I/II Environmental Site Assessment (ESA) documents submitted by Stantec Consulting Services, precautions should be taken at the site where there was previous military activity. Please refer to the documents for the full recommendations.

### Flood

#### Flood. 1

#### Flood Hazard Report

Conditional Use Permit (CUP) 180001 is a proposal to establish a 500 megawatt large scale commercial solar facility on 49 parcels, totaling 3600 gross acres in the Desert Center Area. The site is located east and west of Rice Road approximately four miles north of Interstate 10, and south and west of the Desert Center Airport.

Multiple parcels within the project scope are within the Special Flood Hazard Area for the 100-year floodplain shown on the Awareness Maps prepared by the Department of Water Resources and listed in Ordinance 458 Section 5.d. The limits are shown on the Public Flood Hazard Determination Interactive Map found at <http://rcflood.org>. Awareness floodplains identify the 100-year flood hazard areas using approximate assessment procedures. These floodplains will be shown simply as flood prone areas without specific depths and other flood hazard data.

Due to the large size of the proposed project, the tributary drainage area differs between parcels north and south of Rice Road. The tributary drainage area for parcels north of Rice Road is approximately 1000 square miles. Parcels 811-190-001 and 810-110-006 (south of Rice Road) are affected by two separate DWR floodplains. Parcel 811-190-001 has a tributary area of approximately 3 square miles and parcel 810-110-006 has a tributary area of approximately 30 square miles from Corn Springs Wash.

#### OFFSITE FLOOD HAZARD:

A "Flooding Depth Analysis and Scour Requirements" study dated June 21, 2016 by JLC Engineering was submitted and previously approved by the District. The study indicated a total tributary drainage area of 1,004 square miles and a flowrate of 159,938 cubic feet per second (based on a yield using the Enveloping Curves of Peak Discharges in Southern California from the RCFC & WCD Hydrology Manual). Using the Cabazon Flood Study and the Dawdy Equation, the study indicated the maximum depth of flow within the project area was about 7.8 feet with a maximum scour depth of 9.3 feet.

A Preliminary Hydrology study dated August 2018 by Westwood (Westwood Offsite Study) has been submitted to the District for review to analyze the flood hazard on a more detailed basis made possible by LIDAR data supporting 100-foot grid cells (provided by the applicant). The Westwood Offsite Study inputted the same flow rate of 160,000 CFS (previously used in the JLC study) as an inflow hydrograph into a hydrologic model created using FLO-2D modeling software, which was utilized to determine maximum flow depths and velocities throughout the entire study area including the proposed Athos Solar Project. Results from the FLO-2D software were

## ADVISORY NOTIFICATION DOCUMENT

### Flood

#### Flood. 1 Flood Hazard Report (cont.)

then compared against HEC-RAS modeling of the project area to ensure that the FLW-2D software was not underestimating the hazard to the project site. FLO-2D modeling tended to produce the most conservative water depths across the majority of the site. The northern parcels directly adjacent to the main wash have maximum depths ranging between one to six feet throughout the area and are accompanied by velocities between two to five feet per second. The southern parcels proposed in the project primarily have flood depths with less than one foot with velocities less than one foot per second except in the more channelized areas. The Westwood Offsite Study is considered acceptable for entitlement.

The applicant has chosen to elevate the proposed solar panels based on the water surface elevation (resulting from the Westwood Offsite Study) affecting specific areas of the proposed solar facility. The final site plan shall clearly delineate areas on each parcel showing the required elevation and footing depth (based on scour depth) of proposed structures/solar panels for each area. The delineation of the required elevation and footing depth due to scour shall be provided prior to map recordation.

#### ONSITE RUNOFF:

A Preliminary Onsite Drainage Study (Westwood Onsite Study) was completed by Westwood and submitted to the District for review. The onsite drainage study was completed to determine the difference in runoff between the pre and post development condition. HydroCAD modeling software was used in the Westwood Onsite Study to complete the hydrologic and hydraulic modeling. Please note that HydroCAD is not a District accepted software and therefore cannot be accepted. See the District's Accepted Software Memorandum found at <http://rcflood.org/DevelopmentReview.aspx>. A revised onsite hydrology study meeting District standards shall be submitted for review and approval prior to map recordation or the issuance of permits, whichever comes first.

The District requires the following hydrologic assumptions be used when calculating increased runoff:

Pre-Development: Cover Type – Fallow (agriculture), Impervious Area – 0%.

This cover type shall be used due to majority of project site having been previously graded. Much of the land currently has "furrow" type topography which is assumed to be more effective than barren land in reducing storm runoff.

Post-Development: Cover Type – Barren (natural), Impervious Area – 15%

15% impervious shall be assumed to compensate for the compaction of access roads, internal roads, and roads between solar panels caused by frequent travel during routine maintenance. The assumption will provide an additional factor of safety to protect downstream property owners.

All Runoff Index Numbers shall follow the District's Hydrology Manual, and be based on the soil types used in the Westwood Offsite Study. See comment 015-Flood INCREASED RUNOFF CRITERIA for further guidance.



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### Flood

#### Flood. 1

#### Flood Hazard Report (cont.)

Seeing that minimal (if any) grading is proposed for the solar arrays, the District recommends placing increased runoff basins throughout downstream end of each parcel. Final site plans shall clearly show all onsite runoff mitigated through the basins alone and without the need for onsite storm drain facilities. This will also provide a buffer area to help reduce the effect of runoff on downstream property owners. There appears to be adequate area to place increased runoff basins along the downstream end of each parcel. Therefore a proposal to mitigate increased runoff shall be submitted in the plan check stage of the project. It should be noted that area proposed to include solar panels, currently shown on the tentative site plan, may be reduced to allow the placement of the required increased runoff basins.

The applicant has submitted a proposal for a "breakaway" security fence detailed on sheet C.400 of the Preliminary Site Plan. The District may accept this proposal. All security fencing within the floodplain shall extend their footings to the scour depth provided in the Westwood Offsite Study. A note shall be added to the breakaway fencing detail stating that footing depth shall be extended to the maximum anticipated scour depth. It should be noted that the District may have further comments regarding the "breakaway" feature of the proposed security fencing.

Questions pertaining to the review of this project may be directed to Michael Venable at 951.955.1248 or [mlvenabl@RIVCO.org](mailto:mlvenabl@RIVCO.org)

#### Flood. 2

#### Increased Runoff Criteria

The development of this site would increase peak flow rates on downstream properties. Mitigation shall be required to offset such impacts. An increased runoff basin shall be shown on the exhibit and calculations supporting the size of the basin shall be submitted to the District for review. The entire area of proposed development will be routed through a detention facility(s) to mitigate increased runoff. All basins must have positive drainage; dead storage basins shall not be acceptable.

Storms to be studied will include the 1-hour, 3-hour, 6-hour and 24-hour duration events for the 2-year, 5-year, and 10-year return frequencies. Detention basin(s) and outlet(s) sizing will ensure that none of these storm events has a higher peak discharge in the post-development condition than in the pre-development condition.

For the 2-year and 5-year events, the loss rate will be determined using an AMC I condition. For the 10-year event, AMC II will be used. Constant loss rates shall be used for the 1-hour, 3-hour, and 6-hour events. A variable loss rate shall be used for the 24-hour event.

Low Loss rates will be determined using the following:

1. Undeveloped Condition --> LOW LOSS = 90%
2. Developed Condition --> LOW LOSS = .9 - (.8 X % IMPERVIOUS)

## ADVISORY NOTIFICATION DOCUMENT

### Flood

Flood. 2 Increased Runoff Criteria (cont.)

3. Basin Site --> LOW LOSS = 10%

Where possible and feasible, the on-site flows should be mitigated before combining with off-site flows to minimize the size of the detention facility required. If it is necessary to combine off-site and on-site flows into a detention facility two separate conditions should be evaluated for each duration/return period/before-after development combination studied; the first for the total tributary area (off-site plus on-site), and the second for the area to be developed alone (on-site). It must be clearly demonstrated that there is no increase in peak flow rates under either condition (total tributary area or on-site alone), for each of the return period/duration combinations required to be evaluated. A single plot showing the pre-developed, post-developed and routed hydrographs for each storm considered, shall be included with the submittal of the hydrology study.

No outlet pipe(s) shall be less than 18" in diameter. Where necessary an orifice plate may be used to restrict outflow rates. Appropriate trash racks shall be provided for all outlets less than 48" in diameter.

The basin(s) and outlet structure(s) must be capable of passing the 100-year storm without damage to the facility. Embankment shall be avoided in all cases unless site constraints or topography make embankment unavoidable in the judgment of the General Manager-Chief Engineer.

Mitigation basins should be designed for joint use and be incorporated into open space or park areas. Side slopes should be no steeper than 4:1 and depths should be minimized where public access is uncontrolled.

A viable maintenance mechanism, acceptable to both the County and the District, should be provided for detention facilities. Generally, this would mean a CSA, landscape district, parks agency or commercial property owners association. Residential homeowners associations are discouraged.

\*\*\*\*\* Preliminary sizing may be based on the difference in runoff hydrograph volume between the "developed" condition and the "pre-developed" condition for the 24-hour duration event for the 10-year return frequency. Final design of the basin, including a complete hydrology study will not be required until the improvement plan stage of this development. The project may need modifications at the plan check stage in order to comply with the increased runoff criteria.

### General

General. 1 AND -EIR MITIGATION MEASURE

Noise Complaint Process. Throughout the construction and operation of the Project, the Project owner shall document, investigate, evaluate, and attempt to resolve all Project-related noise complaints. The Project owner or authorized agent shall:

1. Use a Noise Complaint Resolution Form, or other documentation procedure acceptable to the County, to record and report the Project owner's response to



## ADVISORY NOTIFICATION DOCUMENT

### Planning

#### Planning. 1 AND - EIR Mitigation Measure (cont.)

- All equipment and trucks used in the construction or O&M of the facility shall be properly maintained and the engines tuned to the engine manufacturer's specifications.
- All diesel heavy construction equipment shall not idle for more than five minutes. Vehicles that need to idle as part of their normal operation (such as concrete trucks) are exempted from this requirement.

#### Planning. 1 AND - EIR Mitigation Measure

MM AQ-3: Require Newer Vehicles for On-Road Vendor and Hauling Trucks. The Project owner, when entering into construction contracts or when selecting vendors, shall specify that vendors and haulers use model year 2010 and newer diesel haul trucks (e.g., for material delivery trucks, water trucks, and other hauling trucks). If 2010 model year or newer diesel trucks cannot be obtained, the Project owner shall specify that vendors and haulers use trucks that meet EPA 2007 model year NOx emissions control requirements.

#### Planning. 2 AND - EIR Mitigation Measure Monitoring and Reporting

The mitigation measures set forth in the Mitigation Monitoring and Reporting Program ("MMRP") that are not otherwise included in these Conditions of Approval are hereby incorporated into these Conditions of Approval and shall be enforced by the agency or agencies listed in the MMRP. These Conditions of Approval, including the MMRP, establish the timing of compliance with all conditions of approval and all mitigation measures applicable to this permit. The County shall enforce compliance with these Conditions of Approval as otherwise permitted by law pursuant to as required by the procedures set forth in County Ordinance No. 348.

#### Planning. 3 AND - EIR Mitigation Measures

MM N-1: Construction Restrictions. Heavy equipment operation and noisy construction work relating to any Project features shall be restricted to the times delineated below, unless a special permit has been issued by the County of Riverside:

- June through September: 6 a.m. to 6 p.m.
- October through May: 7 a.m. to 6 p.m.

Haul truck engines and other engines powering fixed or mobile construction equipment shall be equipped with adequate mufflers. Haul trucks shall be operated in accordance with posted speed limits. Truck engine exhaust brake use shall be limited to emergencies.

The construction contractor shall locate equipment staging in areas to create the greatest distance between construction-related noise sources and noise sensitive receivers nearest the Project site during Project construction. Where feasible, the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the Project site. No music or electronically reinforced speech from construction workers shall be audible at noise-sensitive properties.

#### Planning. 3 AND - EIR Mitigation Measures

MM HAZ-4: Pre-demolition surveys and appropriate hazardous materials removal. Prior