

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



ITEM
3.53
(ID # 10239)

MEETING DATE:

Tuesday, June 25, 2019

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: ATHOS RENEWABLE ENERGY PROJECT – ADOPTION OF ORDINANCE NO. 664.61, APPROVING DEVELOPMENT AGREEMENT NO. 1900001 - Applicant: IP Athos, LLC – Engineer/Representative: Aspen Environmental Group – Fourth Supervisorial District – Chuckwalla District – Desert Center Area Plan – Location: East and West of Rice Road approximately 4 miles north of Interstate 10. South and West of Desert Center Airport. District 4. [Applicant fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **ADOPT** ORDINANCE NO. 664.61, an Ordinance of the County of Riverside Approving Development Agreement No. 1900001.

ACTION: Policy

Charissa Leach, Assistant TLMA Director

6/20/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Ordinance 664.61 is adopted with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 25, 2019
xc: Planning, MC, COB

Kecia Harper
Clerk of the Board
By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: Applicant Fees 100%			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

The public hearing on the Athos Renewable Energy Project ("Project") was held on June 18, 2019 (agenda item 21.1). At the conclusion of public testimony, the Board of Supervisors closed the public hearing and: (i) adopted Resolution No. 2019-137 Certifying the Environmental Impact Report for the Athos Solar Project (CEQ180007), adopting environmental findings pursuant to the California Environmental Quality Act, and adopting a Mitigation Monitoring and Reporting Program; (ii) approved Conditional Use Permit No. 180001, Public Use Permit No. 180001, Variance No. 190001, and Tentative Parcel Map Nos. 37700, 37701, 37702, 37703, 37704, and 37705, all subject to the conditions of approval, advisory notification document and based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2019-137; and (iii) introduced Ordinance No. 664.61 approving Development Agreement No. 190001 based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2019-137.

The adoption of Ordinance No. 664.61 will finalize the Board's approval of Development Agreement No. 1900001 (DA No. 1900001) for the Project. Per State law, a Development Agreement is a legislative act that must be approved by Ordinance. Ordinance No. 664.61 incorporates by reference and adopts DA No. 1900001.

As previously advised in Agenda Item 21.1 of June 18, 2019, DA No. 190001 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. DA No. 1900001 contains terms consistent with Board of Supervisors Policy No. B-29, including terms regarding public benefit payments and increases (Section 4.2 of DA No. 1900001) and terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law (Section 4.3 of DA No. 1900001). The DA also contains an agreement between the parties with regard to the computation of development impact fees in the amount of \$2,421,300 and an Additional Community Benefit Fee of \$1,100,000 (Section 4.4 of DA No. 1900001).

Approval and use of Conditional Use Permit No. 180001 and Public Use Permit No. 180001 are conditioned upon DA No. 1900001 being entered into and effective.

Impact on Residents and Businesses

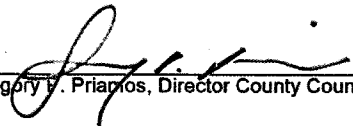
The impacts of processing DA No. 1900001 and adoption of this ordinance have been evaluated through the environmental review and public hearing process by staff and the Board of Supervisors. The opportunity for public review and comment was provided during the June 18, 2019, public hearing scheduled for this Project and any verbal or written testimony provided

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

by the public was considered by Board at that time. Today's action on the adoption of Ordinance No. 664.61 will finalize the Board's approval of DA No. 1900001. Staff labor and expenses to process this project have been paid directly through the applicant's deposit based fees. There was no general fund used on this project.

ATTACHMENT A. Ordinance No. 664.61

ATTACHMENT B. Development Agreement No. 1900001



Gregory V. Priamos, Director County Counsel 6/20/2019

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APPROVING DEVELOPMENT AGREEMENT NO. 1900001


Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 1900001, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

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

By: 
Chairman

By: Karen Dayton
Deputy

APPROVED AS TO FORM
June 5, 2019

By: 
TIFFANY N. NORTH
Assistant County Counsel

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11 STATE OF CALIFORNIA)
12 COUNTY OF RIVERSIDE)

SS

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14 I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said county
15 held on June 25, 2019, the foregoing ordinance consisting of 3 Sections was adopted by
the following vote:

16 AYES: Jeffries, Spiegel, Washington, Perez and Hewitt

17 NAYS: None

18 ABSENT: None
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20

21 DATE: June 25, 2019

22 KECIA R. HARPER
Clerk of the Board

23 BY:

Deputy

24 SEAL
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28

Item 3.53

2019-0332591

08/28/2019 10:59 AM Fee: \$ 0.00

Page 1 of 153

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



6080

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

When recorded return to
Assistant TLMA Director – Planning and Land Use
4080 Lemon Street, 12th Floor
Riverside, CA 92501

DEVELOPMENT AGREEMENT NO. 1900001

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

IP ATHOS, LLC

AND IP ATHOS II, LLC

AND OTHERS

JUN 25 2019 3.53

TABLE OF CONTENTS

RECITALS	1
COVENANTS	2
1. DEFINITIONS AND EXHIBITS	3
1.1 Definitions	3
1.1.1 “Agreement”	3
1.1.2 “Base Payment”	3
1.1.3 “COUNTY”	3
1.1.4 “Development”	3
1.1.5 “Development Approvals”	3
1.1.6 “Development Exaction”	4
1.1.7 “Development Plan”	4
1.1.8 “Effective Date”	4
1.1.9 “Existing Development Approvals”	4
1.1.10 “Existing Land Use Regulations”	4
1.1.11 “Fiscal Year”	4
1.1.12 “Land Use Regulations”	4
1.1.13 “Local Sales and Use Taxes”	5
1.1.14 “Mortgagee”	5
1.1.15 “OWNER”	5

1.1.16	“Project”	5
1.1.17	“Property”	5
1.1.18	“Reservations of Authority”	5
1.1.19	“Solar Power Plant”	5
1.1.20	“Solar Power Plant Net Acreage”	5
1.1.21	“Subsequent Development Approvals”	6
1.1.224	“Subsequent Land Use Regulations”	6
1.1.23	“Transfer”	6
1.2	Exhibits	6
2.	GENERAL PROVISIONS	6
2.1	Binding Effect of Agreement	6
2.2	Ownership of Property	6
2.3	Term	6
2.4	Transfer	7
2.4.1	Right to Transfer	7
2.4.2	Release of Transferring Owner	7
2.4.3	Subsequent Transfer	8
2.5	Amendment or Cancellation of Agreement	8
2.6	Termination	8
2.7	Notices	9
3.	DEVELOPMENT OF THE PROPERTY	11
3.1	Rights to Develop	11
3.2	Effect of Agreement on Land Use Regulations	11

3.3	Timing of Development	11
3.4	Phasing Plan	12
3.5	Changes and Amendments	12
3.6	Reservations of Authority	13
3.6.1	Limitations, Reservations and Exceptions	13
3.6.2	Subsequent Development Approvals	14
3.6.3	Modification or Suspension by State or Federal Law	14
3.6.4	Intent	14
3.7	Public Works	14
3.8	Provision of Real Property Interests by COUNTY	14
3.9	Regulation by Other Public Agencies	15
3.10	Tentative Tract Map Extension	15
3.11	Vesting Tentative Maps	15
3.12	Limited Role of PROPERTY OWNERS	15
4.	PUBLIC BENEFITS	16
4.1	Intent	16
4.2	Annual Public Benefit Payments	16
4.2.1	Initial Annual Public Benefit Payment	16
4.2.2	Subsequent Annual Public Benefit Payments	16
4.2.3	Suspension of Power Production	16
4.2.4	Continuation of Payments	17
4.3	Local Sales and Use Taxes	17
4.4	Development Impact Fees	18

5.	FINANCING OF PUBLIC IMPROVEMENTS	20
6.	REVIEW FOR COMPLIANCE	20
6.1	Annual Review	20
6.2	Special Review	21
6.3	Procedure	21
6.4	Proceedings Upon Modification or Termination	21
6.5	Hearing on Modification or Termination	21
6.6	Certificate of Agreement Compliance	22
7.	INCORPORATION AND ANNEXATION	22
7.1	Intent	22
7.2	Incorporation	22
7.3	Annexation	22
8.	DEFAULT AND REMEDIES	22
8.1	Remedies in General	22
8.2	Specific Performance	23
8.3	Release	23
8.4	Termination or Modification of Agreement for Default of OWNER	24
8.5	Termination of Agreement for Default of COUNTY	24
8.6	Attorneys' Fees	24
9.	THIRD PARTY LITIGATION	24
9.1	General Plan Litigation	24
9.2	Third Party Litigation Concerning Agreement	25
9.3	Indemnity	25

9.4	Environment Assurances	26
9.5	Reservation of Rights	26
9.6	Survival	26
9.7	Exclusion of PROPERTY OWNERS	26
10.	MORTGAGEE PROTECTION	26
11.	MISCELLANEOUS PROVISIONS	27
11.1	Recordation of Agreement	27
11.2	Entire Agreement	28
11.3	Severability	28
11.4	Interpretation and Governing Law	28
11.5	Section Headings	28
11.6	Gender and Number	28
11.7	Joint and Several Obligations	28
11.8	Time of Essence	29
11.9	Waiver	29
11.10	No Third Party Beneficiaries	29
11.11	Force Majeure	29
11.12	Mutual Covenants	29
11.13	Successors in Interest	29
11.14	Counterparts	29
11.15	Jurisdiction and Venue	29
11.16	Project as a Private Undertaking	30
11.17	Further Actions and Instruments	30

11.18	Eminent Domain	30
11.19	Agent for Service of Process	30
11.20	Designation of COUNTY Officials	31
11.21	Authority to Execute	31
SIGNATURES		31

Exhibits:

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

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

Exhibit "C" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" -- Solar Power Plant.

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

Exhibit "G" -- Annual Review Report Template

Exhibit "H" -- Property Owner Contact Information

DEVELOPMENT AGREEMENT NO. 1900001

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Riverside County Recorder (hereinafter the "Effective Date") by and among the COUNTY OF RIVERSIDE (hereinafter "COUNTY"), IP ATHOS, LLC and IP ATHOS II, LLC (hereinafter "OWNERS" and each, respectively, an "OWNER") and the persons and entities listed below (hereinafter "PROPERTY OWNERS" and each, respectively, a "PROPERTY OWNER"):

Philip Hu, Catherine Hu Zangrilli, and Vivian Hu Shen,
Apollo Venture Partnership, LLC,
Transito A. Castellanos and Martha L. Castellanos, Trustees of the Transito and Martha Castellanos Living Trust dated July 12, 2013, and any amendments thereto,
~~Conrado E. Castro, Jr. and Carmencita G. Castro, as trustees~~ of The Castro Family Trust dated 2/16/09,
Chuckwalla Valley Associates, LLC,
The Jewel Date Company, Inc.,
CP Land Holdings, LLC,
CP Land Holdings, LLC,
David Caspers, Trustee of The Caspers Family Trust dated Nov 6, 1997
Robert R. Freedlander,
Lawrence Clark Powell, Successor Trustee of The Hope M. Holcomb Trust dated 2/11/2002,
Jeff Scott, Successor Trustee of The Mortensen Family Trust dated January 30, 1987,
Claire Naples Eisinger, sole surviving Successor Trustee of the "Kelly F. Naples and Madelyn R. Naples 1971 Trust," dated May 14, 1971,
Raymond Dean Paglia,
Michael Paglia,
Vincent M. Paglia,
Northstar Capital Development, LLC,
Om P. Garg,
~~Raul Lopez and~~ Loraine S. Lopez,
Ritheary Chea,
Southwest Conservancy III, LLC, and
VG Devco, LLC.

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, OWNERS have entered into option agreements to purchase the Property from all of the PROPERTY OWNERS and intend to exercise those options needed for development of the Project in 2019; and

WHEREAS, at such time as OWNERS exercise their options to purchase the Property, they will become both PROPERTY OWNERS and OWNERS under this Agreement, but will remain subject to all rights and responsibilities as OWNERS, regardless of the limitations on the rights and responsibilities of PROPERTY OWNERS.

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Payment" means an amount equal to \$150 multiplied by the entire Solar Power Plant Net Acreage and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after 2013 (currently \$169 per acre in 2019).

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

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. When authorized by a Subsequent Development Approval as provided by this Agreement, "development" includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

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

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

- (e) Lot line adjustments;
- (f) Grading and building permits;
- (g) Any permits or entitlements necessary from COUNTY for Southern California Edison's distribution-level electrical services to the Project;
- (h) Any permits or other entitlements or easements necessary from COUNTY for gen-tie and access road crossing and improvements, including encroachment permits;
- (i) Environmental cleanup review; and
- (j) Right of Entry to access COUNTY owned wells in the Project vicinity for groundwater well monitoring.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.20 "Solar Power Plant Net Acreage" means the area of all parts of the Property, and any other real property which is part of the Solar Power Plant, that is involved in the production, storage or transmission of power. "Solar Power Plant Net Acreage" includes, but is not limited to, all areas occupied by the power block, solar collection equipment, spaces contiguous to solar collection equipment, transformers, transmission lines and piping, transmission facilities, buildings, structures, service roads (regardless of surface type and including service roads between collectors), and fencing surrounding all such areas. "Solar Power Plant Net Acreage" shall not include any access roads outside the Property, and shall not include any areas specifically designated and set aside as environmentally sensitive land, conservation land or open space land, and shall not include the fencing of such designated lands. The projected Solar Power Plant Net Acreage under the Existing Development Approvals is approximately 3218 acres and is described and shown on Exhibit "F" to this Agreement. In the event the Project is

modified by any Subsequent Development Approval, the Assistant TLMA Director – Planning and Land Use, in consultation with the County Executive Officer and County Counsel, shall recalculate the Solar Power Plant Net Acreage as part of such Subsequent Development Approval and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Agreement after the effective date of such Subsequent Development Approval.

1.1.21 “Subsequent Development Approvals” means all Development Approvals approved subsequent to the Effective Date in connection with development of the Property and not required to develop, maintain, repair or restore the Solar Power Plant in accordance with the Development Plan as it exists on the Effective Date.

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

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

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

Exhibit “A” -- Legal Description of the Property.

Exhibit “B” -- Map Showing Property and Its Location.

Exhibit “C” -- Existing Development Approvals.

Exhibit “D” -- Existing Land Use Regulations.

Exhibit “E” -- Solar Power Plant.

Exhibit “F” -- Solar Power Plant Net Acreage.

Exhibit “G” -- Annual Review Report Template

Exhibit “H” -- Property Owner Contact Information

2. GENERAL PROVISIONS.

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

2.2 Ownership of Property. OWNERS represent and covenant that they are the owners of a legal or equitable interest in the Property or a portion thereof.

2.3 Term. This Agreement shall commence on the Effective Date and shall continue

for a period of thirty (30) years from the issuance of the first grading permit, first building permit, or notice to proceed from the COUNTY, whichever occurs first, unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Transfer.

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

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

(b) Concurrent with any such transfer, or within fifteen (15) business days thereafter, the transferring PROPERTY OWNER(S) and/or OWNER(S) shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee in a form acceptable to the COUNTY, with such acceptance not to be unreasonably withheld, providing therein that the transferee expressly and unconditionally assumes all the duties and obligations of PROPERTY OWNER(S) and/or OWNERS(S), as appropriate, under this Agreement.

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by the transferring OWNER(S) under this Agreement. Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed. As noted above, although OWNERS have options to purchase all of the Property required for the Project from the PROPERTY OWNERS that do not expire until 2021, the OWNERS intend to exercise these options and purchase the Property in 2019.

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

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

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

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

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

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

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of the COUNTY and the OWNERS in the manner provided for in Government Code Section 65868. All PROPERTY OWNERS hereby, in consideration of the mutual undertakings and benefits related to OWNERS entitling of the Property, assign to OWNERS any and all past, present or future rights to amend this Development Agreement to support or advance the Project. This provision shall not limit any remedy of COUNTY or OWNER as provided by this Agreement.

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

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

(b) Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

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

(d) An OWNER's election to terminate this Agreement with respect to its ownership interests. In addition, if an OWNER elects not to develop all or a portion of the Project, that OWNER shall provide notice of such election to COUNTY and such notice shall (i) seek to terminate this Agreement as to the portion of the Property and the Project that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit [CUP No. 180001], the Public Use Permit (PUP No. 180001), and the Variance (Variance No. 190001) shall be null and void as to the portion of the Project and the related Property that is the subject of such notice of termination. Following receipt of an OWNER's notice of election to terminate this Agreement, that OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this

Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Solar Power Plants)" set forth in COUNTY Resolution No. 2012-047.

(e) Cancellation of the Agreement by the parties or the COUNTY and a particular OWNER with respect to that OWNER'S interest in accordance with section 2.5 of this Agreement.

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

2.7 Notices.

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

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

If to COUNTY:

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

with copies to:

County Executive Officer
Riverside County Administrative Center

4080 Lemon Street, 4th Floor
Riverside, CA 92501
Fax No. (951) 955-1105

and

Assistant TLMA Director – Planning and Land Use
Transportation and Land Management Agency
Riverside County Administrative Center,
4080 Lemon Street, 12th Floor
Riverside, CA 92501
Fax No. (951) 955-1817

and

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

If to OWNER:

Marisa Mitchell, Principal
IP Athos, LLC and IP Athos II, LLC
c/o Intersect Power, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, OR 97008-7105
marisa@intersectpower.com

with copies to:

Jill Yung
Paul Hastings, LLP
101 California Street, 48th Floor
San Francisco, CA 94105
Fax No. (415) 856-7330
jillyung@paulhastings.com

and

IP Athos, LLC and IP Athos II, LLC
c/o Intersect Power, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, OR 97008-7105

legal@intersectpower.com

If to PROPERTY OWNER, see Exhibit H for appropriate PROPERTY OWNER contact information. Copies of notices to any PROPERTY OWNER should also be sent to the OWNER contacts listed above.

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by any such change.

3. DEVELOPMENT OF THE PROPERTY.

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

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

3.3 Timing of Development. The parties acknowledge that OWNERS cannot at this time predict when or the rate at which the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNERS, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later

adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNERS shall have the right to develop the Property in such order and at such rate and at such times as OWNERS deem appropriate within the exercise of their subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan or the Phasing Plan set forth in Section 3.4.

3.4 Phasing Plan. Development of the Property shall be subject to all timing and phasing requirements established by the Development Plan. In addition, Development of the Property may occur in phases. Each phase will be defined by the relevant OWNER at the time the OWNER either (1) submits design plans to COUNTY for grading and building permits or (2) requests a notice to proceed from BLM to allow Solar Power Plant construction in a particular area. The construction of site access roads, substation, generation tie-line, operations and maintenance building and distribution lines would occur as the solar arrays are being assembled. Construction is anticipated to occur over 24 to 48 months, regardless of whether it is phased. If the development of the Solar Power Plant occurs in phases, the Annual Public Benefits Payments called for in Section 4.2 shall be based on the Solar Power Plant Net Acreage of each OWNER-defined phase.

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

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

3.6 Reservations of Authority.

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

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

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

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

(d) Regulations imposing Development Exactions. However, given the remoteness of the location of the Project and its current agricultural use of lands within COUNTY's jurisdiction, it is not anticipated that COUNTY will adopt any Development Exactions applicable to the development of the Property within the next three years. For that reason, no subsequently adopted Development Exaction shall be applicable to development of the Property for a period of five years from the Effective Date of this Agreement ("Exaction Safe Harbor"). After the Exaction Safe Harbor expires, no subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

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

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

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

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

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

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

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

3.8 Provision of Real Property Interests by COUNTY. In any instance where OWNERS are required to construct any public improvement on land not owned by OWNERS, OWNERS shall at their sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNERS are unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNERS and upon OWNERS' provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNERS to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNERS shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.8 is not intended by the parties to impose upon the OWNERS an enforceable duty to acquire land or construct any public

improvements on land not owned by OWNERS, except to the extent that the OWNERS elect to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

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

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

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

3.12 Limited Role of PROPERTY OWNERS. The parties recognize that the PROPERTY OWNERS are required to sign this Agreement pursuant to the terms of the COUNTY'S Procedures and Requirements for the Consideration of Development Agreements (Solar Power Plants) (Resolution 2012-047) and Government Code section 65865. The PROPERTY OWNERS are nevertheless not solar power plant owners as described in Board of Supervisors Policy No. B-29 and neither the burdens nor the benefits of this Agreement shall inure to such PROPERTY OWNERS except that any transfer of the Property or any portion thereof by any PROPERTY OWNER shall be subject to the provisions of Section 2.4 of this Agreement. Additionally, should any OWNER acquire, lease, or otherwise have control of the Property of any PROPERTY OWNER, or a portion of any Property of a PROPERTY OWNER, such OWNER shall still be subject to all provisions, obligations, and rights of this Agreement as an OWNER.

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:

July 26, 2019

By



KEVIN JEFFRIES

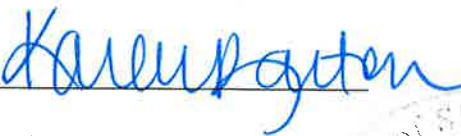
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER ~~HEM~~

Clerk of the Board

By



Deputy

(SEAL)



FORM APPROVED COUNTY COUNSEL

BY:

TIFFANY N. NORTH

DATE

6/5/19

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.)

ACKNOWLEDGMENT

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

State of California

County of SAN FRANCISCO

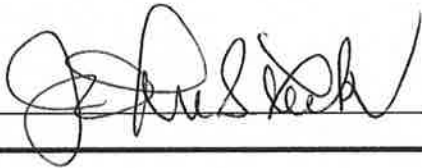
On JUNE 11TH 2019 before me, JOHN S. LUK, NOTARY PUBLIC
(insert name and title of the officer)

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

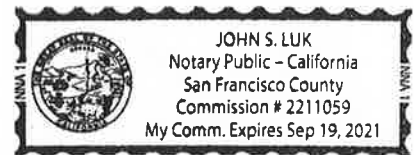
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PROPERTY OWNER



Philip Hu

Date: 6/11/19

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

Date: _____

Philip Hu

Catherine Hu Zangrilli

Date: 6/7/19

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.)


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

STATE OF Washington
COUNTY OF King

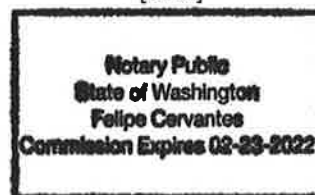
On June 11, 2019, before me, Felipe Cervantes, a Notary Public, personally appeared Philip Hu, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


SIGNATURE OF THE NOTARY PUBLIC

[SEAL]



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

STATE OF

Pennsylvania

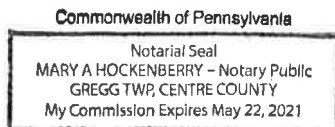
COUNTY OF

Centre

On June 7, 2019, before me, Mary A Hockenberry Notary Public, personally appeared Cathy Zangilli, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Mary A Hockenberry
SIGNATURE OF THE NOTARY PUBLIC

[SEAL]

PROPERTY OWNER

Date: _____

Philip Hu

Date: _____

Catherine Hu Zangrilli

Vivian Hu Shen

Date: 6/7/2019

Vivian Hu Shen

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

See Attached
Certificate

JUN 06 2019

☒ Acknowledgment
☐ Jurat
☐ Copy Certificate

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

STATE OF CALIFORNIA

COUNTY OF Orange

On Jun 7th, 2019, before me, Meadow Griffin, a Notary Public, personally appeared Vivian Hu Shen, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.



[SEAL]

Meadow Griffin
SIGNATURE OF THE NOTARY PUBLIC

PROPERTY OWNER

Apollo Venture Partnership, LLC

By: 

Date: 6/8/19

Print Name and Title: TAK KUEN MAU, PARTNERSHIP
SECRETARY

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

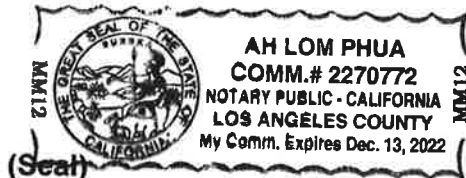
On June 8th 2019 before me, AhLom Phua
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature]



PROPERTY OWNER
Apollo Venture Partnership, LLC

By: Fanny Chan

Date: JUNE 7, 2019

Print Name and Title: FANNY OI FONG CHAN
TREASURER

ACKNOWLEDGMENT

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

State of California

County of Los Angeles

Phuong Tran, Notary Public

On 6/07/19 before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Signature] (Seal)

PROPERTY OWNER

Apollo Venture Partnership, LLC

By: Philip Luong

Date: June 10th 2019

Print Name and Title: Philip Luong President

California ACKNOWLEDGMENT

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

State of California

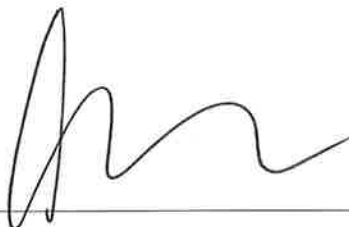
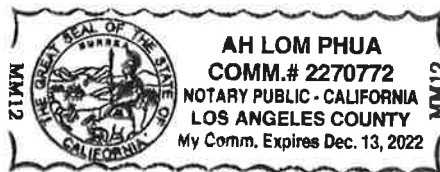
County of Los AngelesOn June 10th 2019 before me,Ah Lom Phua, Notary Public (here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature

(Seal)

PROPERTY OWNER

Transito A. Castellanos

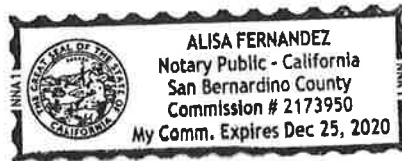
Date: 06/10/19

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

Martha L. Castellanos

Date: 06/10/19

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



Development Agreement No. DA 1900001

ACKNOWLEDGMENT

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

State of California

County of San Bernardino

On June 10, 2019 before me, Alisa Fernandez, Notary Public
(insert name and title of the officer)

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

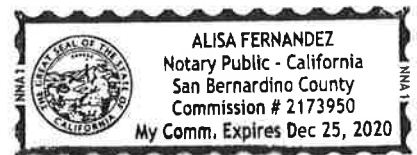
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Alisa Fernandez

(Seal)



Development Agreement No. Da 1900001

ACKNOWLEDGMENT

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

State of California

County of San Bernardino

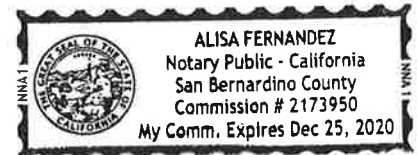
On June 10, 2019 before me, Alisa Fernandez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Alisa Fernandez (Seal)



PROPERTY OWNER

Carmencita G. Castro

Date: 6/6/2019

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

Conrado E. Castro, Jr.

Date: _____

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

Con

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

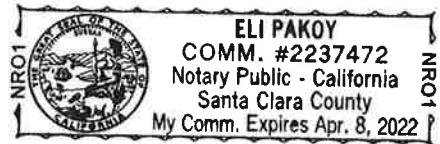
On June 6, 2019 before me, Eli Pakoy, Notary Public
(insert name and title of the officer)

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


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

WITNESS my hand and official seal.

Signature Eli Pakoy (Seal)



PROPERTY OWNER



Robert R. Freedlander

Date: 8/8/2019

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

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

State of ~~California~~ Texas)
) ss.
County of Dallas)

On Aug 8, 2019 before me, Donna Lynn Ramirez, Notary Public, personally appeared Robert R. Freedlander, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

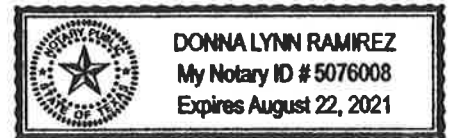
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Donna Lynn Ramirez

(Seal)



PROPERTY OWNER
The Jewel Date Company, Inc.

By: *Quane Lee Young*

Date: *6-10-2019*

Print Name and Title: *Quane Lee Young VP*

ACKNOWLEDGMENT

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

State of California

County of Riverside

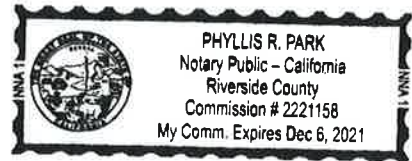
On June 10, 2019 before me, Phyllis R. Park - Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Phyllis R. Park (Seal)



PROPERTY OWNER
CP Land Holdings, LLC

By: _____

Date: _____

Print Name and Title: _____

PROPERTY OWNER
CP Land Holdings, LLC

By: _____

Date: _____

Print Name and Title: _____

ACKNOWLEDGMENT

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

State of ~~California~~ Oregon
County of Deschutes

On June 6, 2019 before me, Isabel Lara
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ACKNOWLEDGMENT

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

State of ~~California~~ Oregon
County of Deschutes

On June 6, 2019 before me, Isabel Lara
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Isabel Lara (Seal)



PROPERTY OWNER

Date: 6/18/19

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.)

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

STATE OF California

COUNTY OF Riverside

On June 18, 2019, before me, Karen Guess, a Notary Public, personally appeared David F. Caspers, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.



Karen Guess
SIGNATURE OF THE NOTARY PUBLIC

[SEAL]

PROPERTY OWNER
Chuckwalla Valley Associates, LLC

By: ME

Date: 8-20-19

Print Name and Title: Michael Grana,
Managing Member

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

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

State of California)
) ss.
County of Riverside)

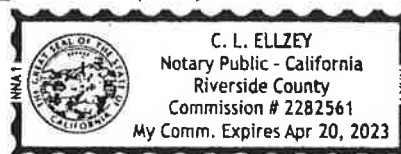
On Aug. 20, 2019 before me, C. L. Ellzey, Notary Public, personally appeared Michael D. Grana, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

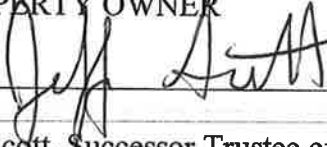
Witness my hand and official seal.

Signature C. L. Ellzey

(Seal)



PROPERTY OWNER



Date: 6/7/19

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

ACKNOWLEDGMENT

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

State of ~~California~~ Colorado

County of Pueblo

On June 7, 2019 before me, Nicole Vinson
(insert name and title of the officer)

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

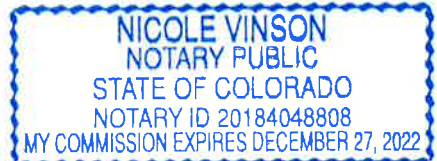
I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PROPERTY OWNER

Date: _____

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

Lawrence Clark Powell

Date: 6/11/2019

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.)

ACKNOWLEDGMENT

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

State of California

County of LOS ANGELES)

On JUNE 11, 2019 before me, NICOLE MARDESIC, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature N. Mardesic (Seal)

PROPERTY OWNER

Claire Eisinger, TTE

Date: 6-13-19

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

ACKNOWLEDGMENT

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

State of ~~California~~ Nevada
County of Clark

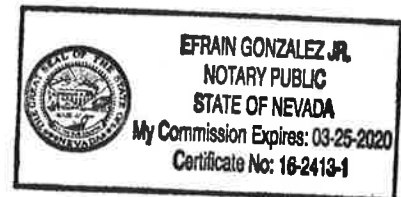
On 06/13/2019 before me, Efrain Gonzalez Jr. (Notary Public)
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Efrain Gonzalez Jr. (Seal)



PROPERTY OWNER

Date: _____

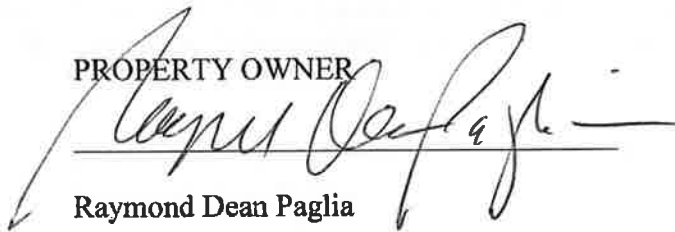
Claire Naples Eisinger, sole surviving Successor
Trustee of the "Kelly F. Naples and Madelyn R. Naples
1971 Trust," dated May 14, 1971

PROPERTY OWNER

Date: _____

Vincent M. Paglia

PROPERTY OWNER



Raymond Dean Paglia

Date: 6-10-19

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.)


ACKNOWLEDGEMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On June 10, 2019, before me, Heather Strong Notary Public, personally appeared Raymond Dean Paglia, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





Notary Public

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: 6.12.19

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.)

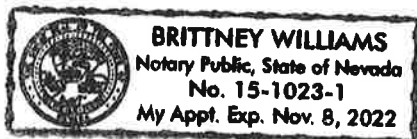
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Nevada
COUNTY OF Clark


On June 12th, 2019, before me, Brittney Williams a Notary Public, personally appeared Vincent Paglia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[SEAL]


SIGNATURE OF THE NOTARY PUBLIC

PROPERTY OWNER

Claire Naples Eisinger

Date:

PROPERTY OWNER

Vincent M. Paglia

Date:

PROPERTY OWNER

Raymond Dean Paglia

Date:

PROPERTY OWNER

Michael Paglia
Michael Paglia

Date: 6-12-19

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

ACKNOWLEDGMENT

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

State of ~~California~~ Nevada
County of Clark

On June 12th 2019 before me, Jonathan Sosa
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



PROPERTY OWNER
Northstar Capital Development, LLC

By: 

Date: 06/07/2019

Print Name and Title: JOSEPH VU / MGR

ACKNOWLEDGMENT

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

State of California

County of ORANGE

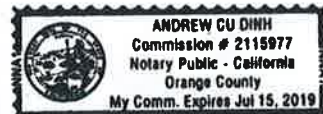
On June 07, 2019 before me, ANDREW CU DINH, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



PROPERTY OWNER

Om P. Garg

Date: 6/7/2019

Om P. Garg

ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On 6-7-2019 before me, CINDY J. GALINDO, NOTARY PUBLIC
(insert name and title of the officer)

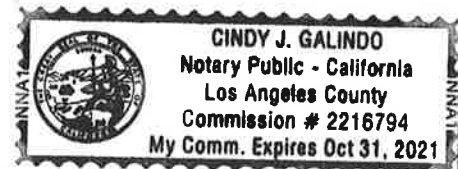
personally appeared OM P. GARCIA
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

Cindy J. Galindo (Seal)



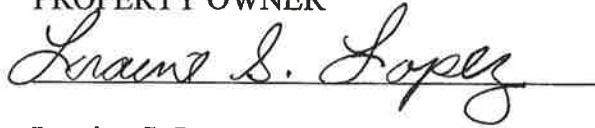
PROPERTY OWNER



Raul Lopez

Date: _____

PROPERTY OWNER



Loraine S. Lopez

Date: June 12, 2019

See attached document

ACKNOWLEDGMENT

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

State of California

County of LOS ANGELES)

On 06/12/2019 before me, R. D. CASTRO - NOTARY PUBLIC
(insert name and title of the officer)

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

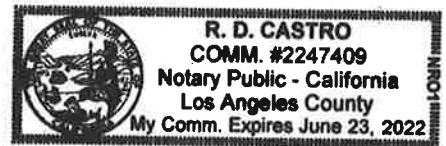
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



PROPERTY OWNER

Rittheary Chea

Date: 6/07/19

Rittheary Chea

SEE LOOSE
CERTIFICATE ATTACHED
06/07/2019 (26)

ACKNOWLEDGMENT

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

State of California

County of Los Angeles

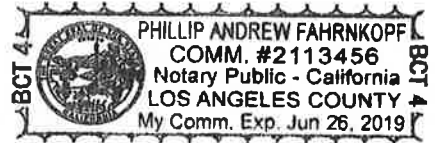
On June 7, 2019 before me, Phillip Andrew Fahrnkopf, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Phillip Andrew Fahrnkopf (Seal)



PROPERTY OWNER
Southwest Conservancy III, LLC

By: 

Date: 6/6/19

Print Name and Title: John Coyak, President of Manager

ACKNOWLEDGMENT

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

State of ~~California~~ ^{Oregon}

County of Deschutes

On June 6, 2019 before me, Isabel Lara
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{Oregon} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Isabel Lara (Seal)



PROPERTY OWNER
VG Devco, LLC

By: 

Date: June 7, 2019

Print Name and Title: Brian Vail,

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

ACKNOWLEDGMENT

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

State of California

County of Sacramento)

On June 7, 2019 before me, Vanessa J. Beard, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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

Westwood

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Athos Solar Project

RIVERSIDE COUNTY, CA

**Project Area
Descriptions**

EXHIBIT A

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

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**Project Area
Descriptions**

EXHIBIT A

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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

Athos Solar Project

RIVERSIDE COUNTY, CA

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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

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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

Westwood

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Athos Solar Project

RIVERSIDE COUNTY, CA

**Project Area
Descriptions**

EXHIBIT A

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

Athos Solar Project

RIVERSIDE COUNTY, CA

***Project Area
Descriptions***

EXHIBIT A

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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

Westwood

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Athos Solar Project

RIVERSIDE COUNTY, CA

*Gentle
Areas*

EXHIBIT A

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

Athos Solar Project

RIVERSIDE COUNTY, CA

***Gentle
Areas***

EXHIBIT A

Westwood

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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

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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

Athos Solar Project

RIVERSIDE COUNTY, CA

**Gentle
Areas**

EXHIBIT A

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Westwood Professional Services, Inc.

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

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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

RIVERSIDE COUNTY, CA

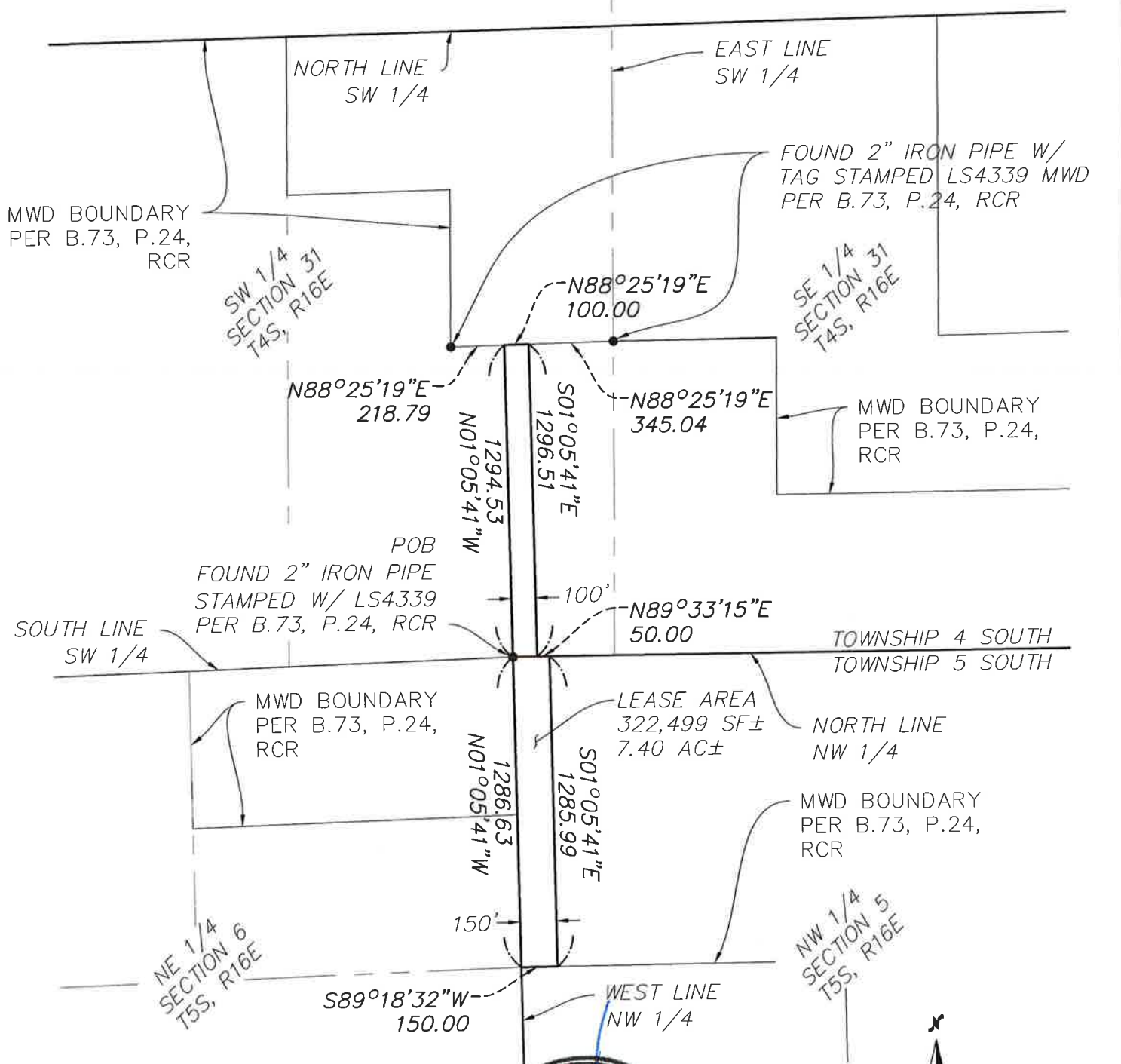
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**MWD
Gentle Area**

EXHIBIT A



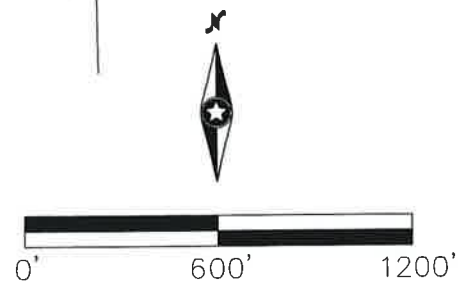
LEGEND:

MWD METROPOLITAN WATER DISTRICT

RCR RIVERSIDE COUNTY RECORDS

AREA

SECTION LINE



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

Athos Solar Project

**MWD
Gentle Area**

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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.

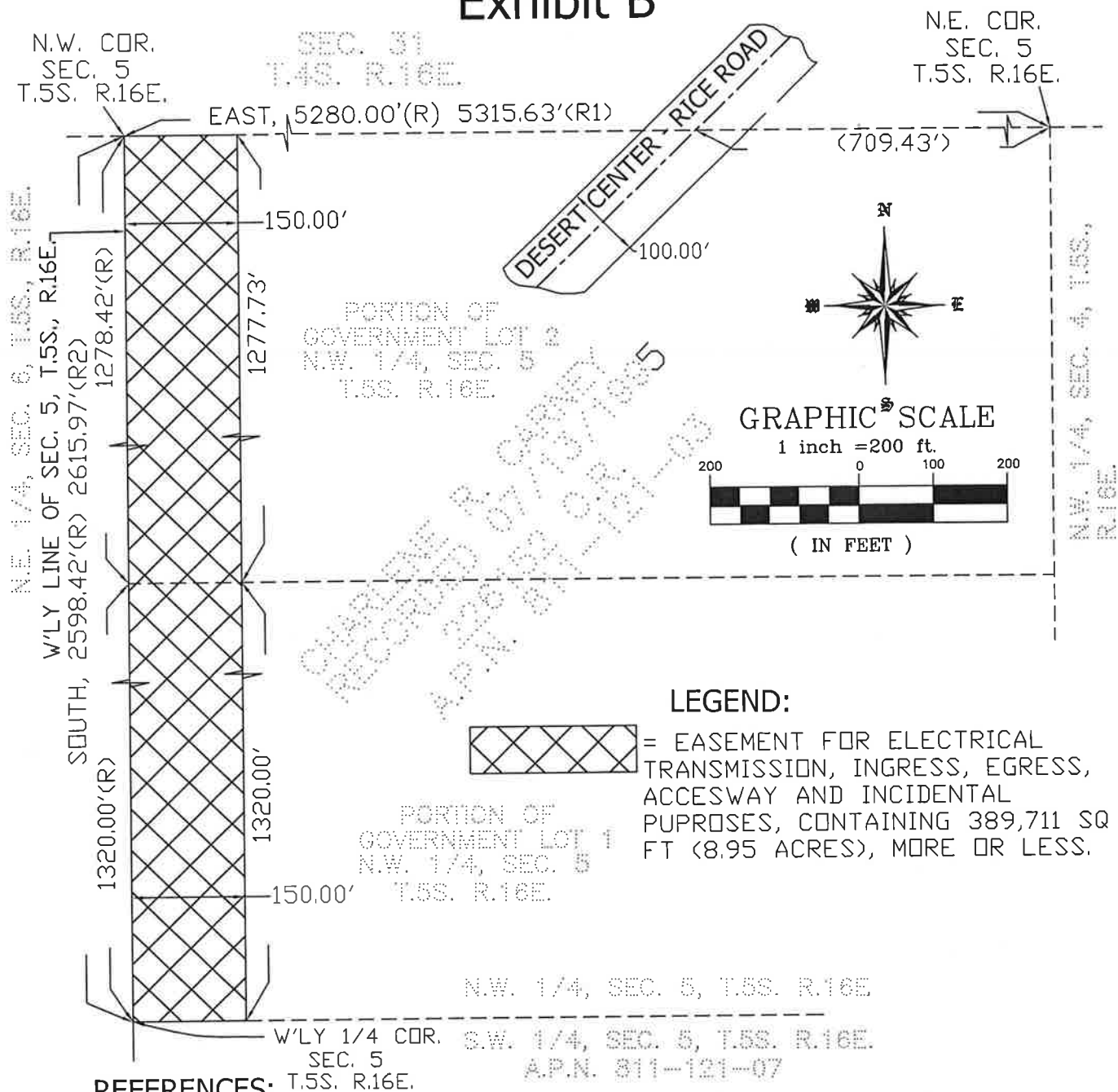


JOSEPH G. DERLETH
PLS 7340 EXPIRES 12/31/19



LEGAL DESCRIPTION
ATHOS SOLAR PROJECT: DEVELOPMENT AREA
CHUCKWALLA

Exhibit B



REFERENCES:

- 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 MERIDAN 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



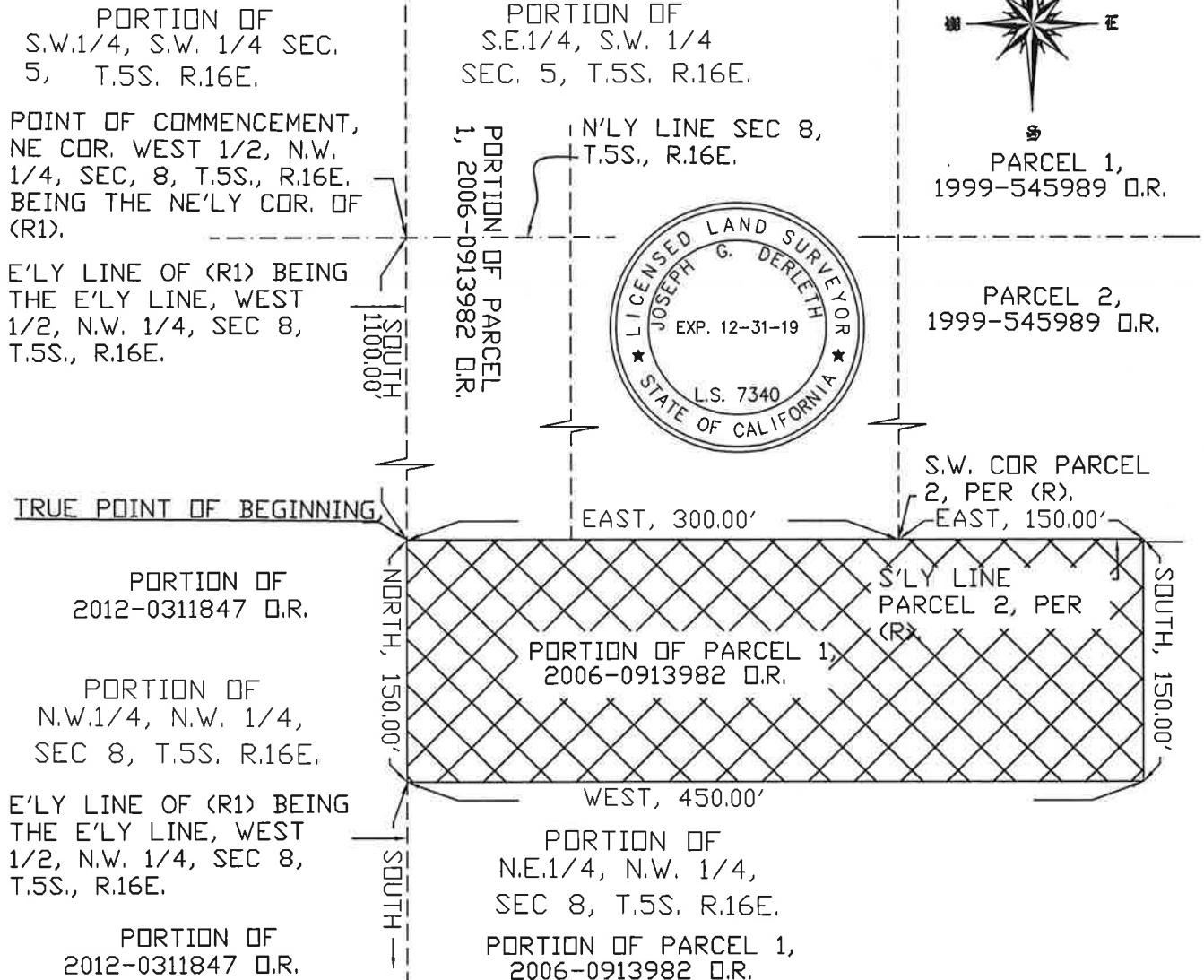
LEGAL DESCRIPTION
ATHOS SOLAR PROJECT: DEVELOPMENT AREA
CARNEY

Development Agreement No. 1900001

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

Exhibit B



LEGEND:

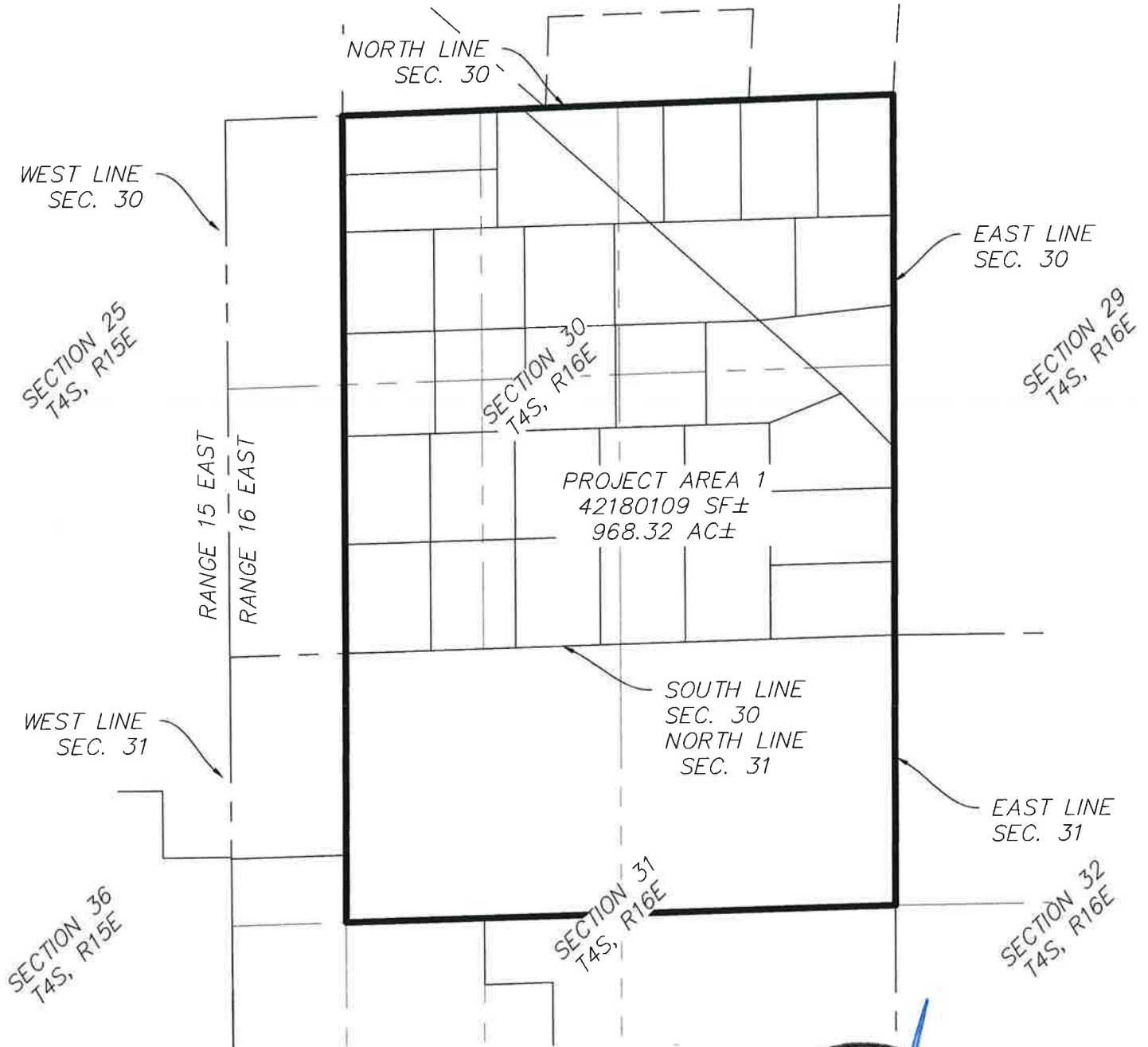


= EASEMENT FOR ELECTRICAL TRANSMISSION, INGRESS, EGRESS AND INCIDENTAL PURPOSES, CONTAINING 67,500 SQ FT (1.55 ACRES) MORE OR LESS.

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

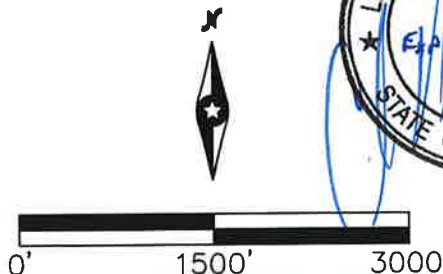


LEGEND:

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

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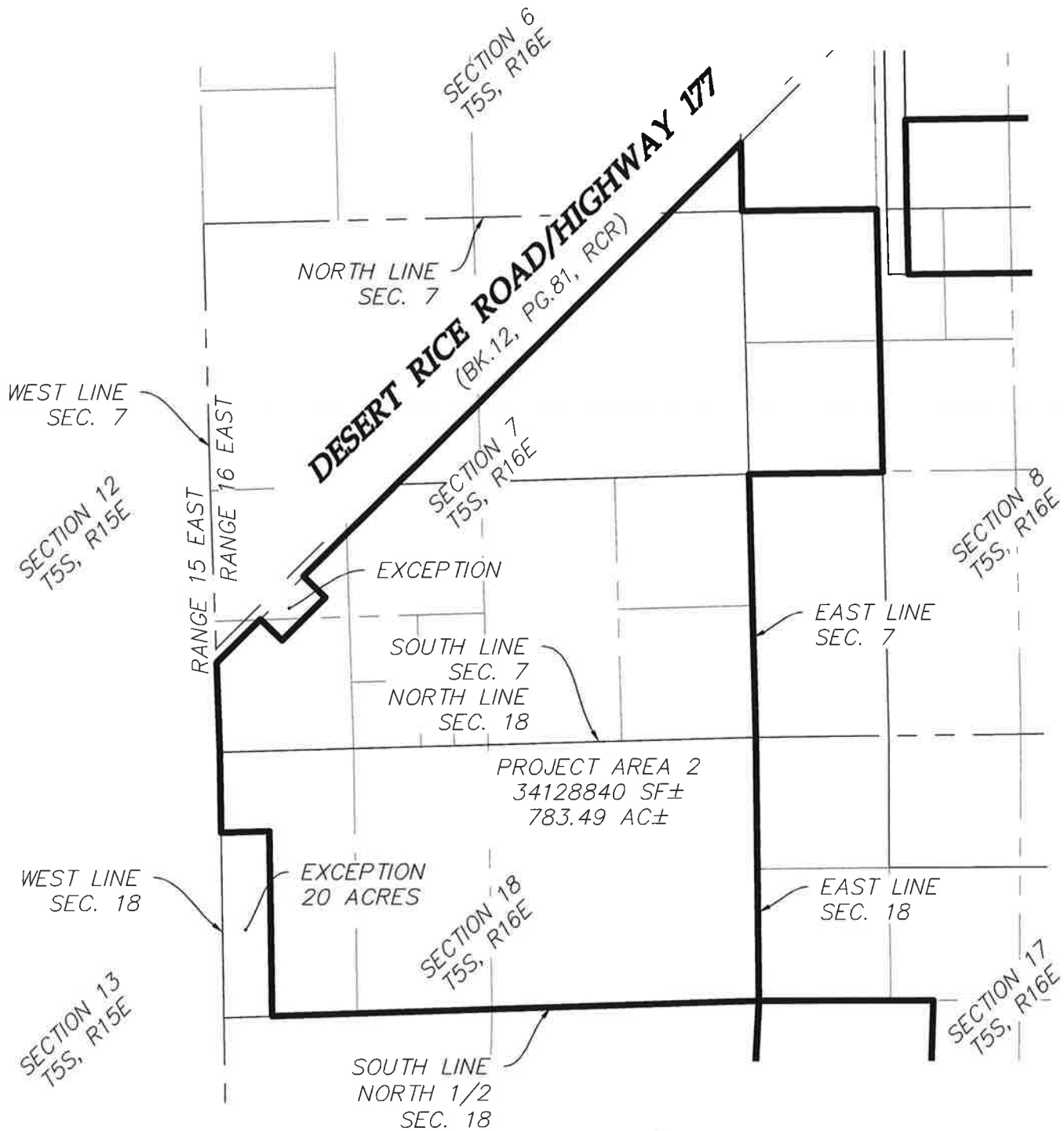
Westwood Professional Services, Inc.

Athos Solar Project

RIVERSIDE COUNTY, CA

**Project Area 1
Section 30 & 31
T4S, 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: 02 OF 07

DATE: 06/03/19

Athos Solar Project

RIVERSIDE COUNTY, CA

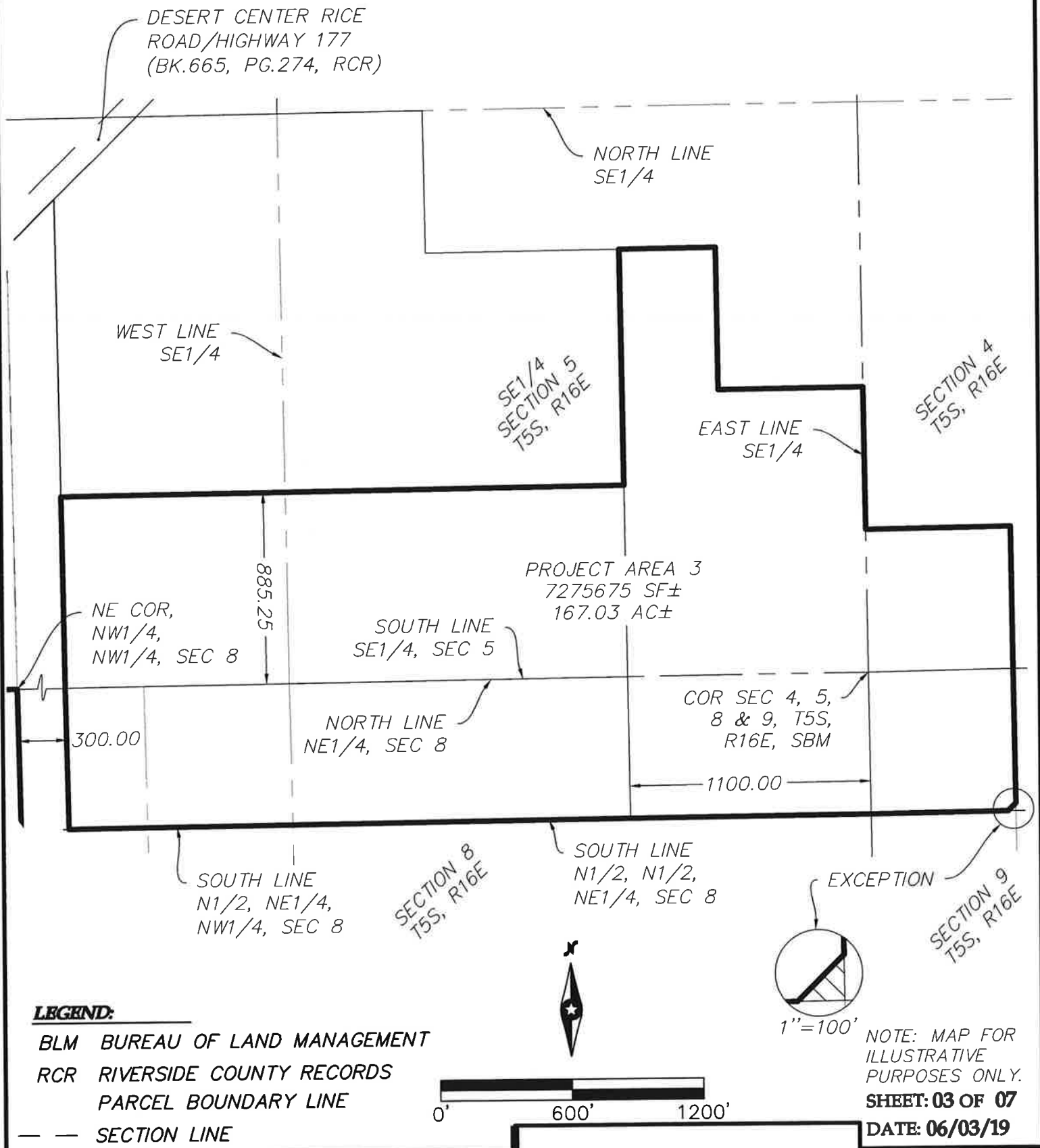
**Project Area 2
Section 6, 7, 8
& 18**

**T5S, R16E, SBM
EXHIBIT B**

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Athos Solar Project

RIVERSIDE COUNTY, CA

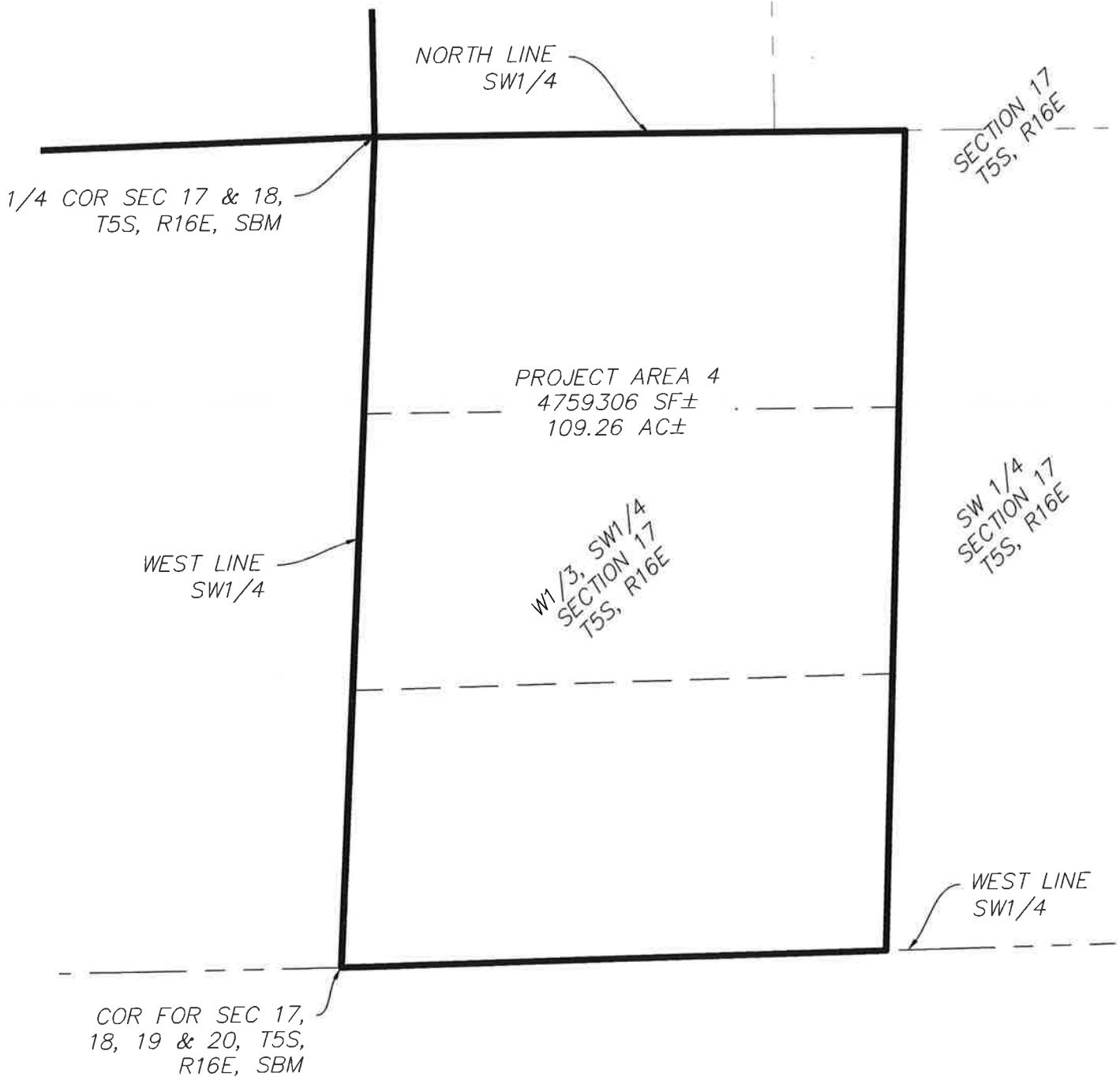
NOTE: MAP FOR ILLUSTRATIVE PURPOSES ONLY.
SHEET: 03 OF 07
DATE: 06/03/19

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

Westwood

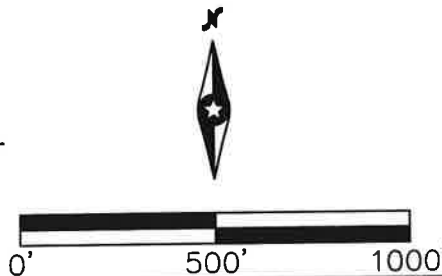
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LEGEND:

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

Athos Solar Project

RIVERSIDE COUNTY, CA

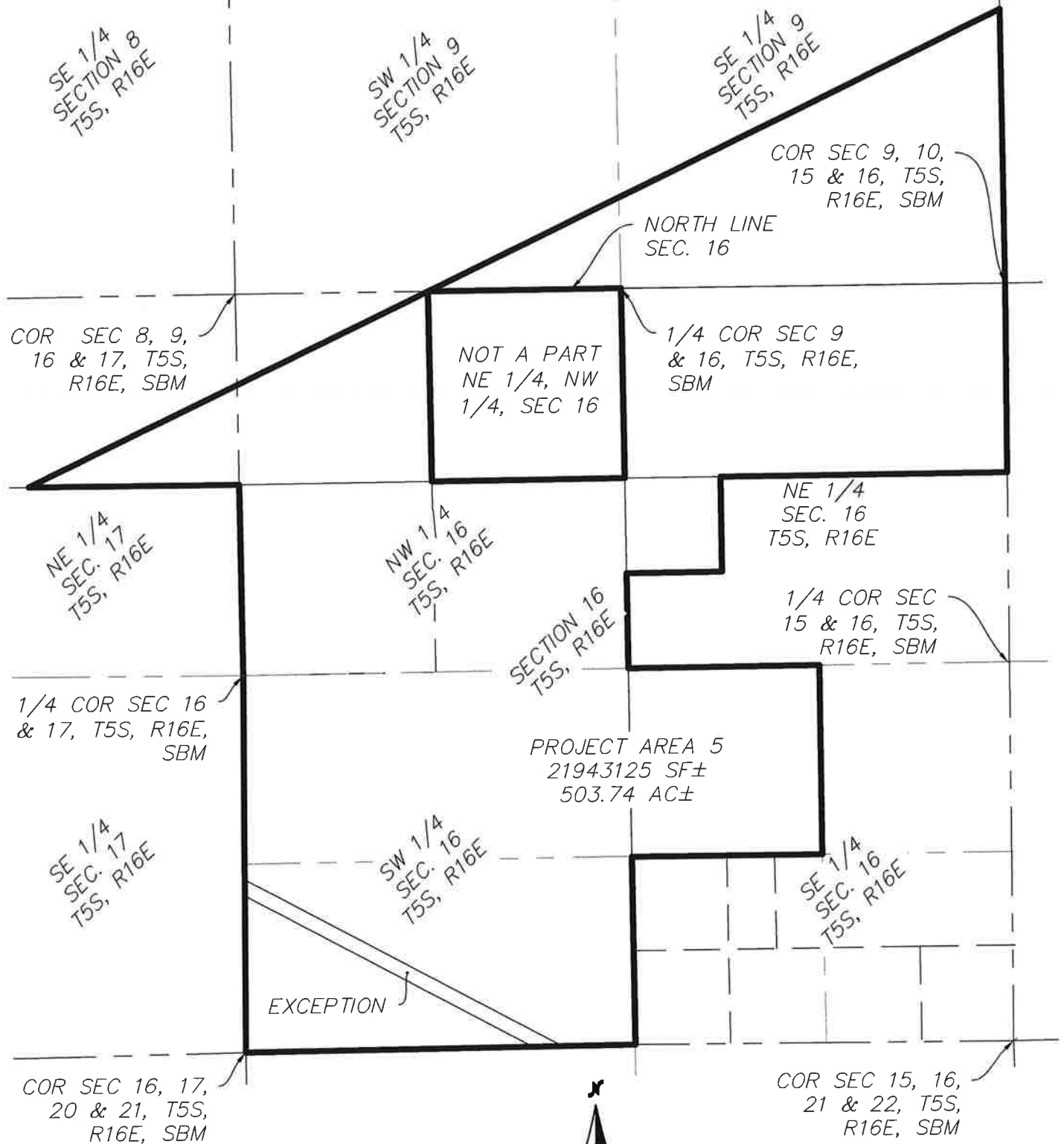
Project Area 4
Section 17
T5S, R16E, SBM

EXHIBIT B

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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

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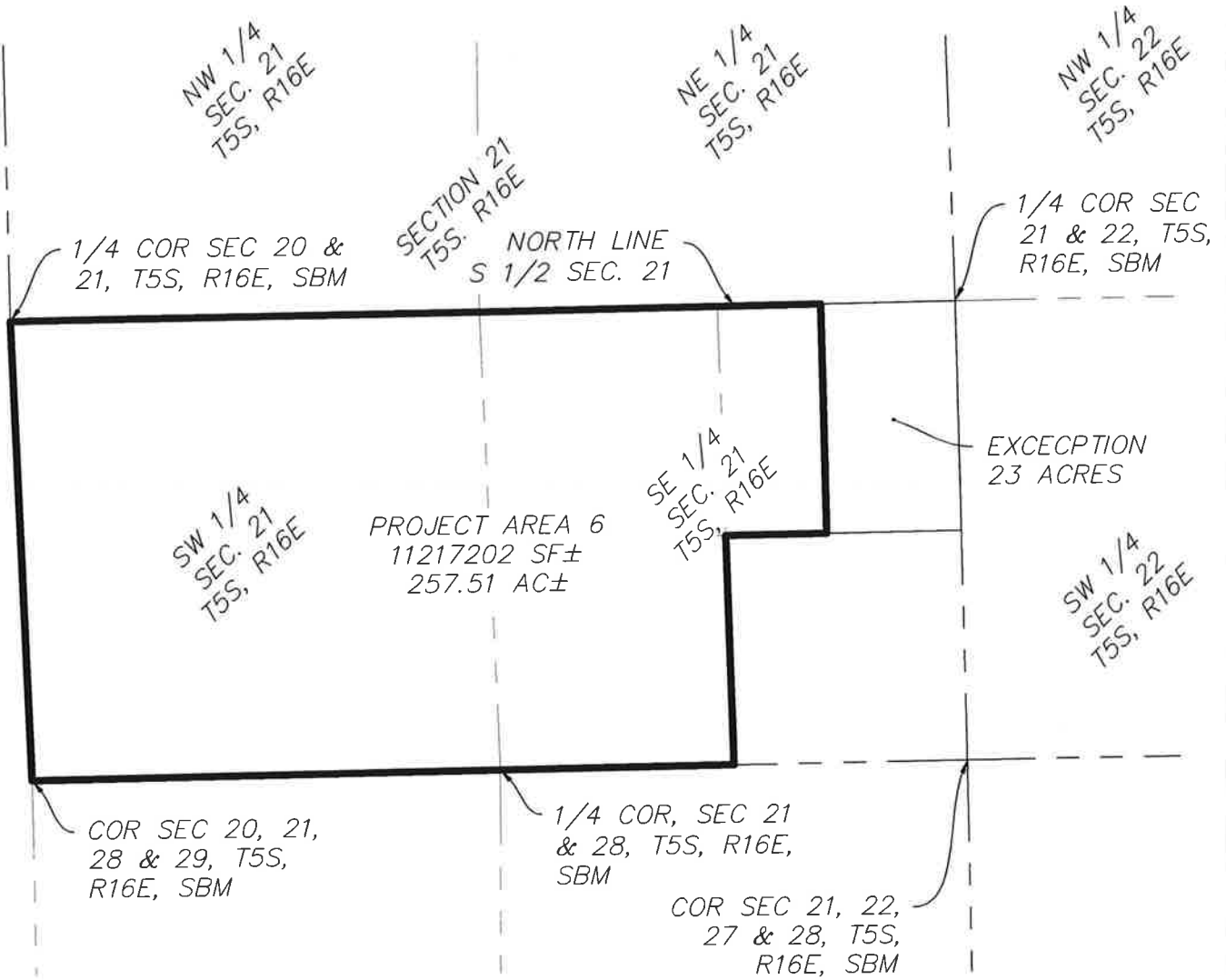
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Athos Solar Project

RIVERSIDE COUNTY, CA

**Project Area 5
Sections 9, 16 &
17**

**T5S, R16E, SBM
EXHIBIT B**



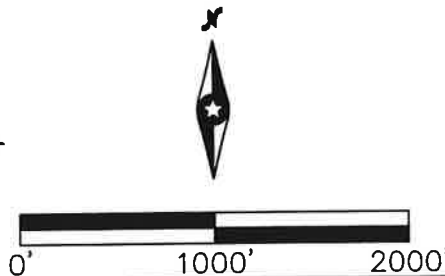
LEGEND:

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

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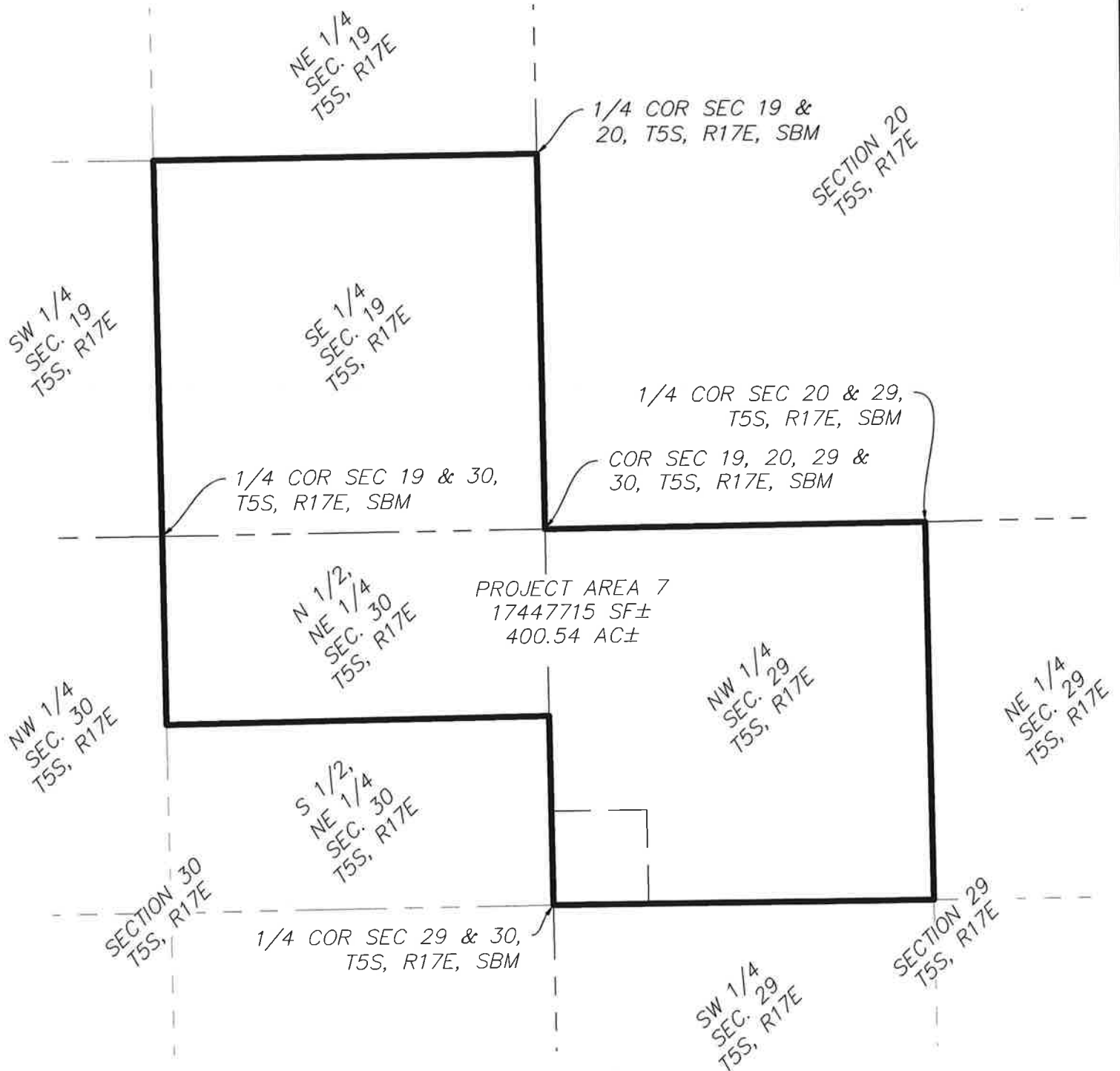
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Athos Solar Project

RIVERSIDE COUNTY, CA

**Project Area 6
Section 21
T5S, 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: 07 OF 07

DATE: 06/03/19

Westwood

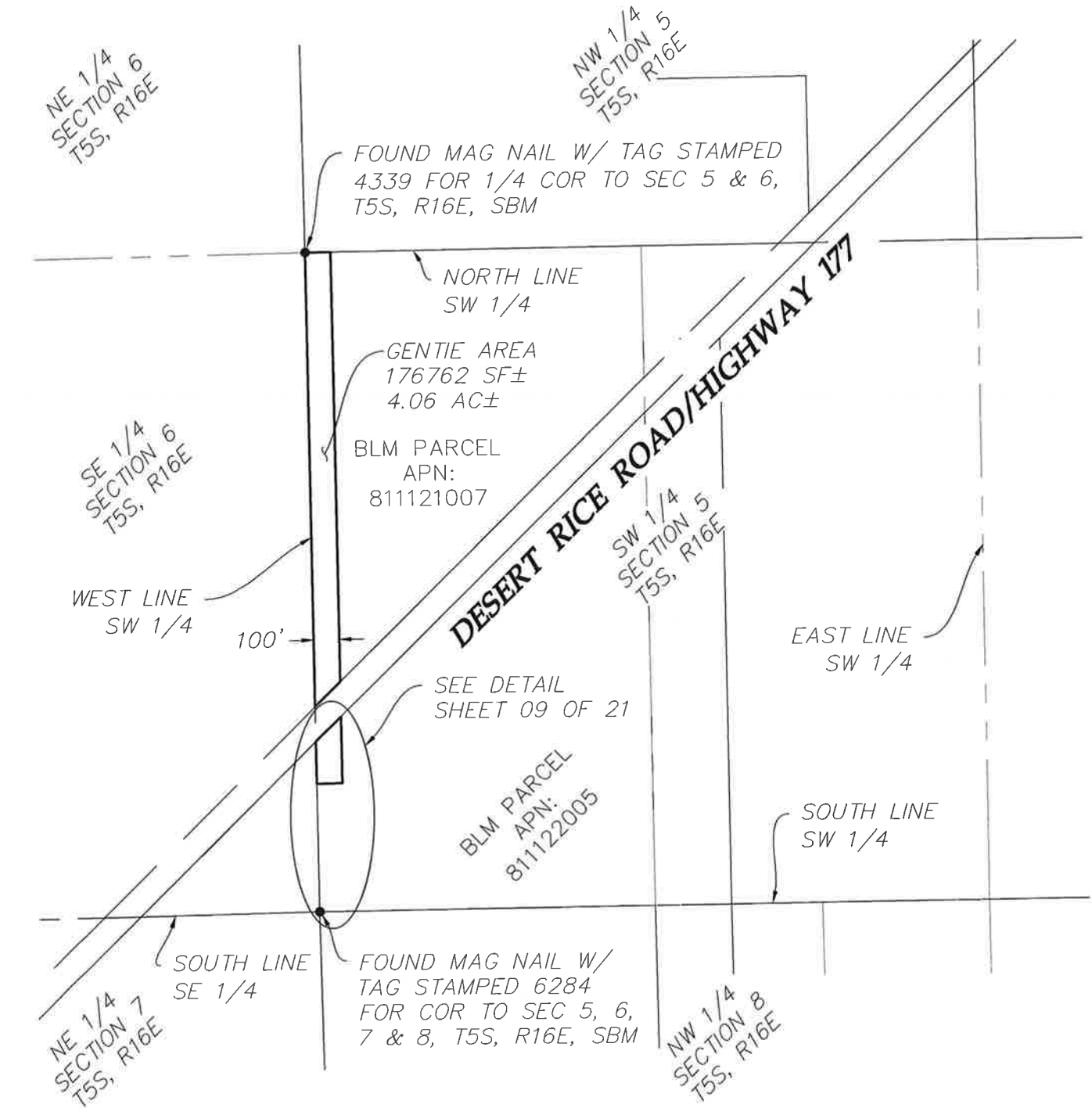
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RIVERSIDE COUNTY, CA

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



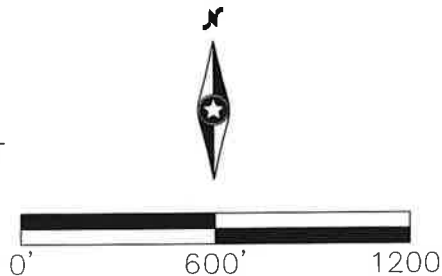
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RCR RIVERSIDE COUNTY RECORDS

□ AREA

— — SECTION LINE



SHEET: 2 OF 15

DATE: 06/03/19

Athos Solar Project

RIVERSIDE COUNTY, CA

**Gentie
Areas
Section 5
T5S, R16E, SBM
EXHIBIT B**

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Westwood Professional Services, Inc.

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

S89°06'29"W
100.00

POB

WEST LINE
SW 1/4

N00°53'31"W
168.31

S00°53'31"E
2635.71

511.55

SOUTH LINE
SW 1/4

SOUTH LINE
SE 1/4

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

NE 1/4
SECTION 7
T5S, R16E

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

Westwood

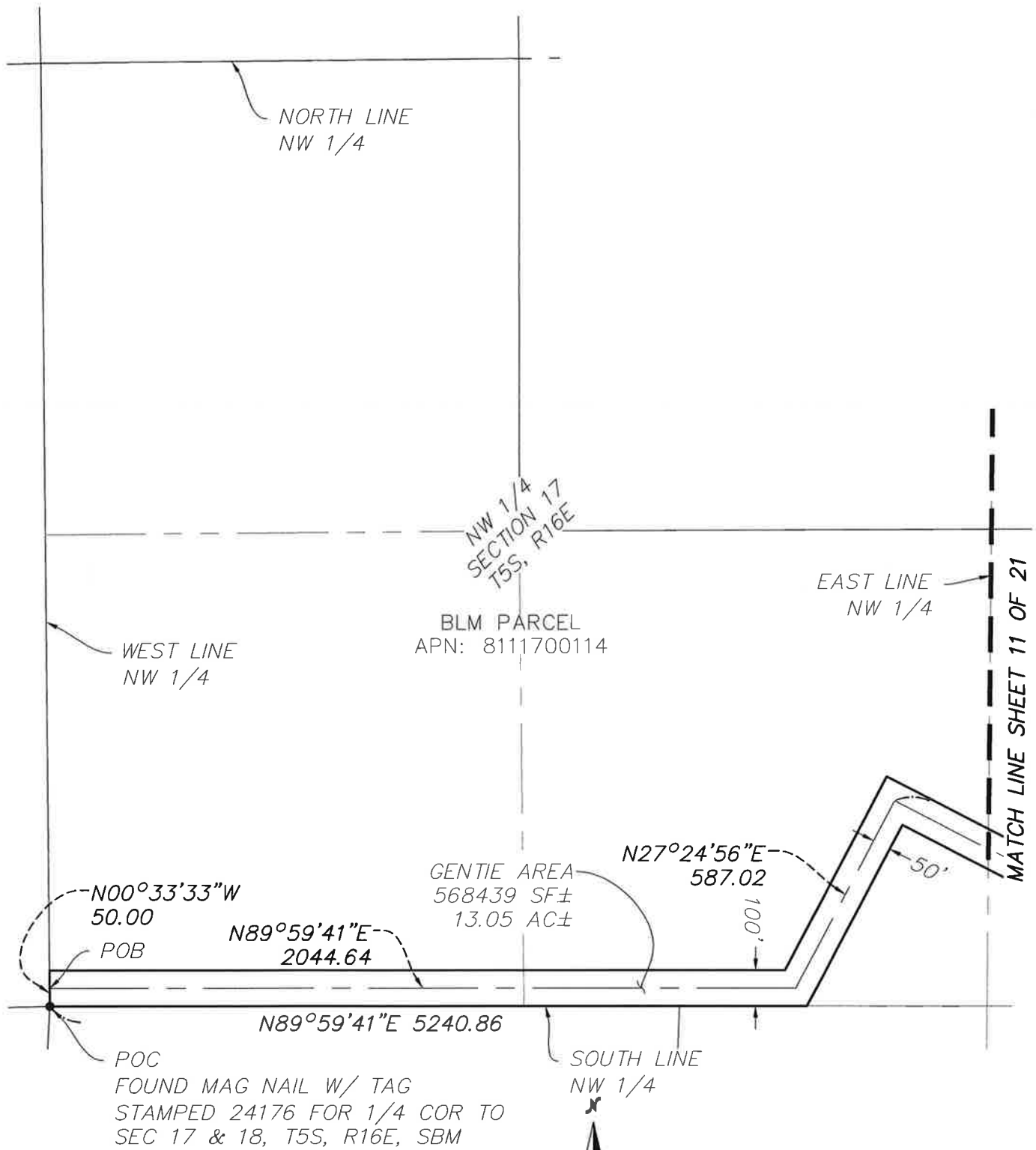
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Athos Solar Project

RIVERSIDE COUNTY, CA

Gentle
Areas
Section 5
T5S, R16E, SBM
EXHIBIT B



LEGEND:

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

AREA

SECTION LINE

SHEET: 4 OF 15

DATE: 06/03/19

Athos Solar Project

RIVERSIDE COUNTY, CA

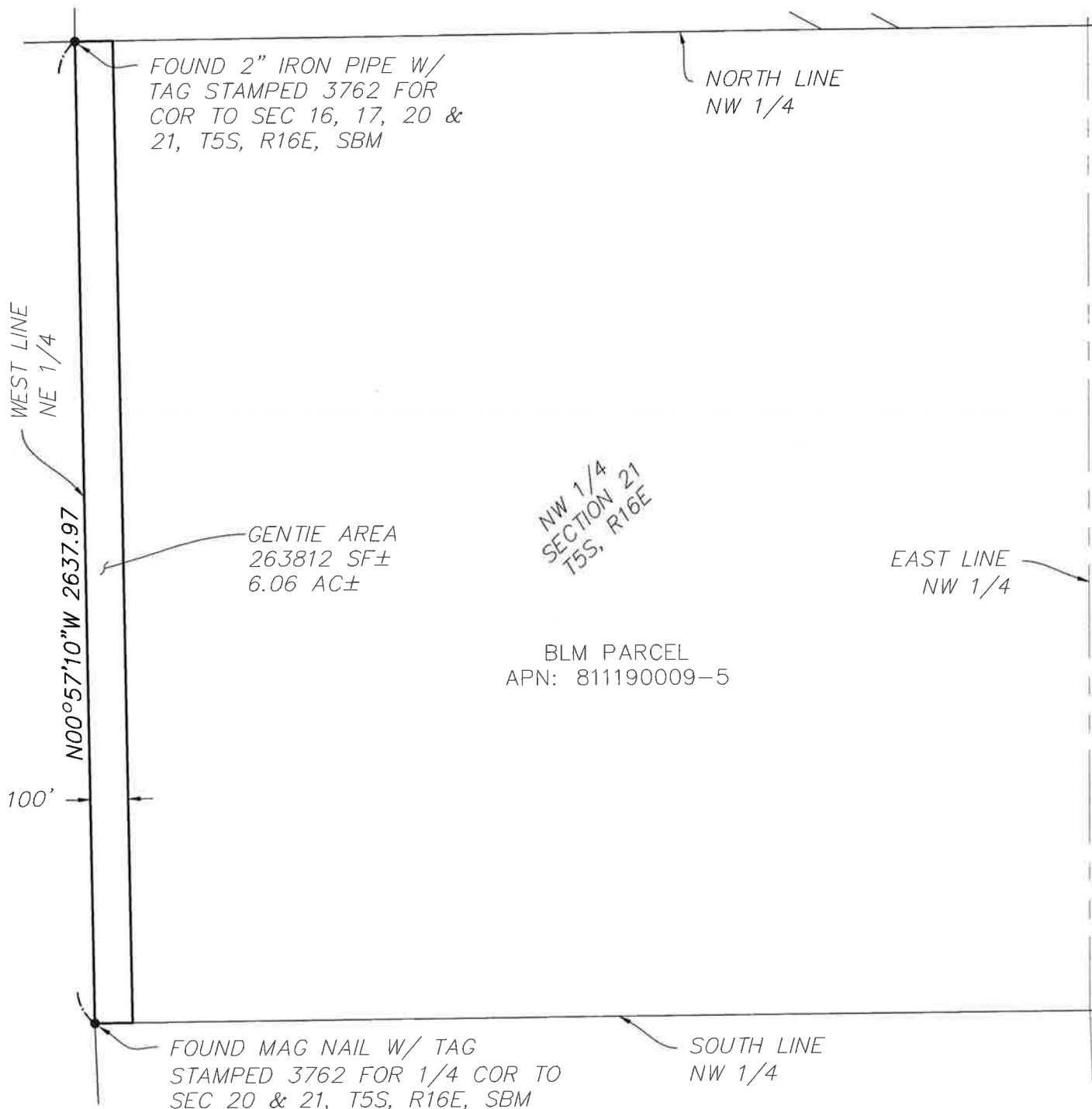
**Gentie
Areas
Section 17
T5S, R16E, SBM
EXHIBIT B**

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LEGEND:

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

AREA

SECTION LINE



SHEET: 6 OF 15

DATE: 06/03/19

Athos Solar Project

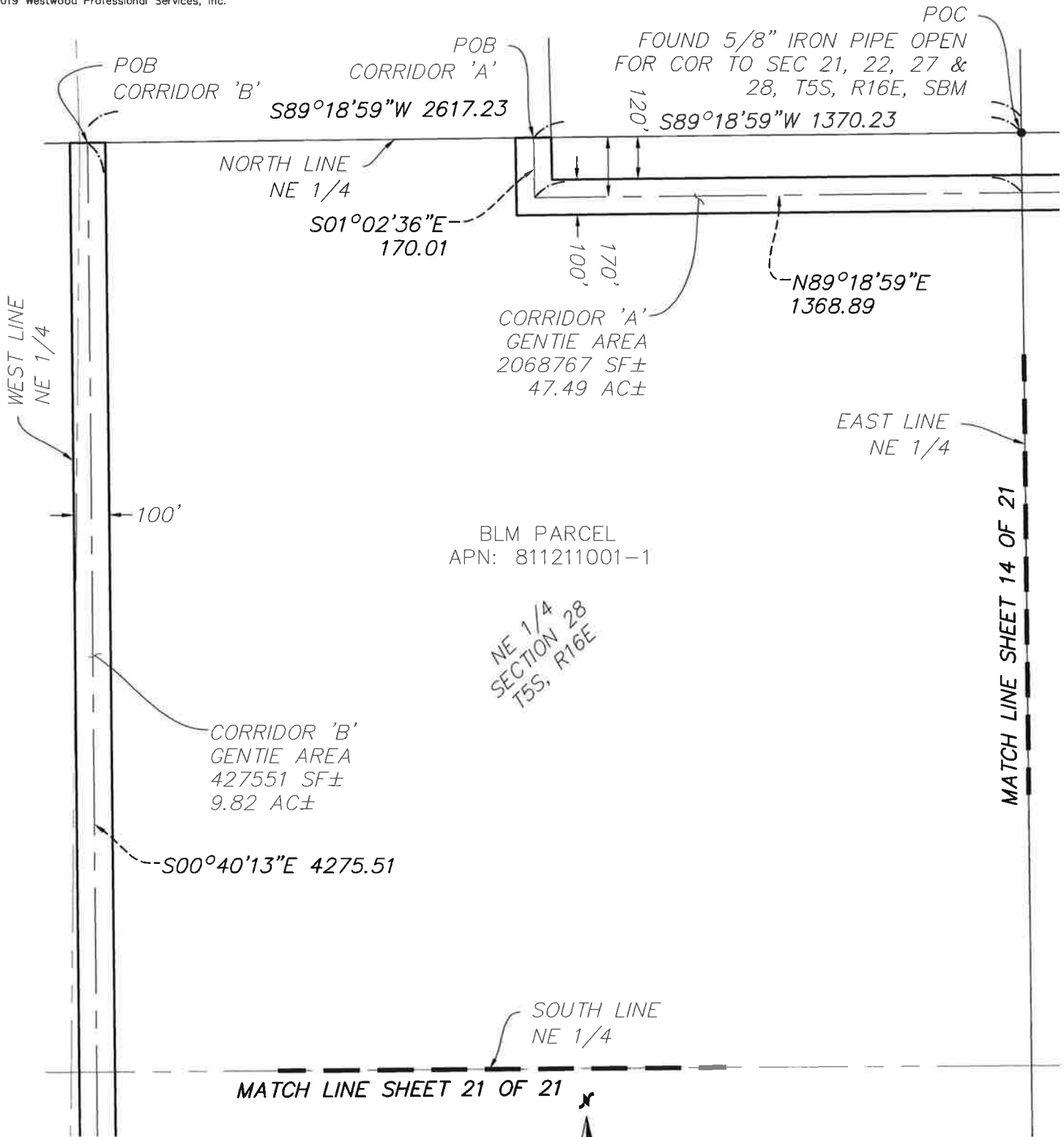
RIVERSIDE COUNTY, CA

**Gentie
Areas
Section 21
T5S, R16E, SBM
EXHIBIT B**

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LEGEND:

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

AREA

SECTION LINE



Athos Solar Project

RIVERSIDE COUNTY, CA

SHEET: 7 OF 15

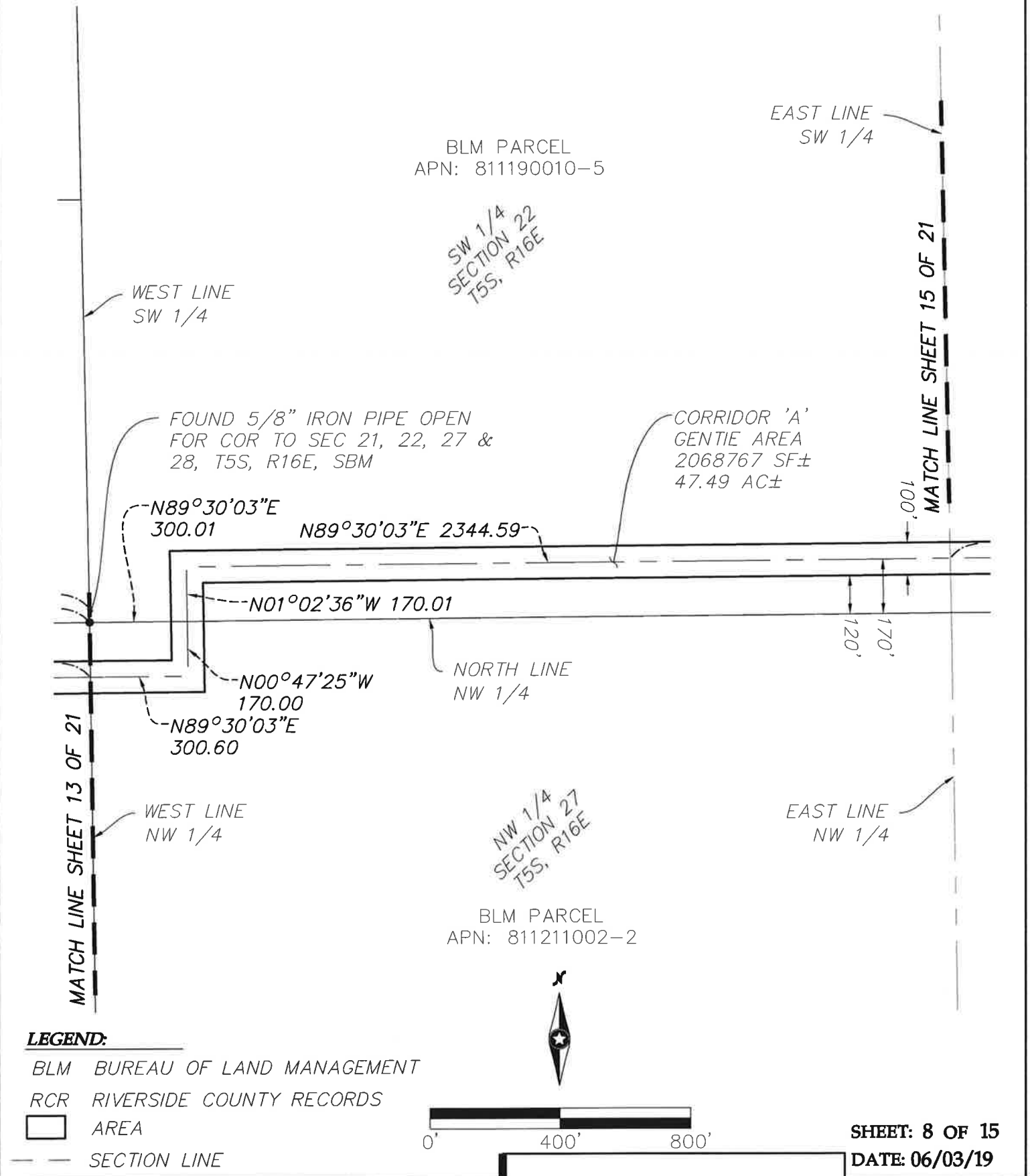
DATE: 06/03/19

Gentle
Areas
Section 28
T5S, R16E, SBM
EXHIBIT B

Westwood

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

Westwood Professional Services, Inc.



Westwood

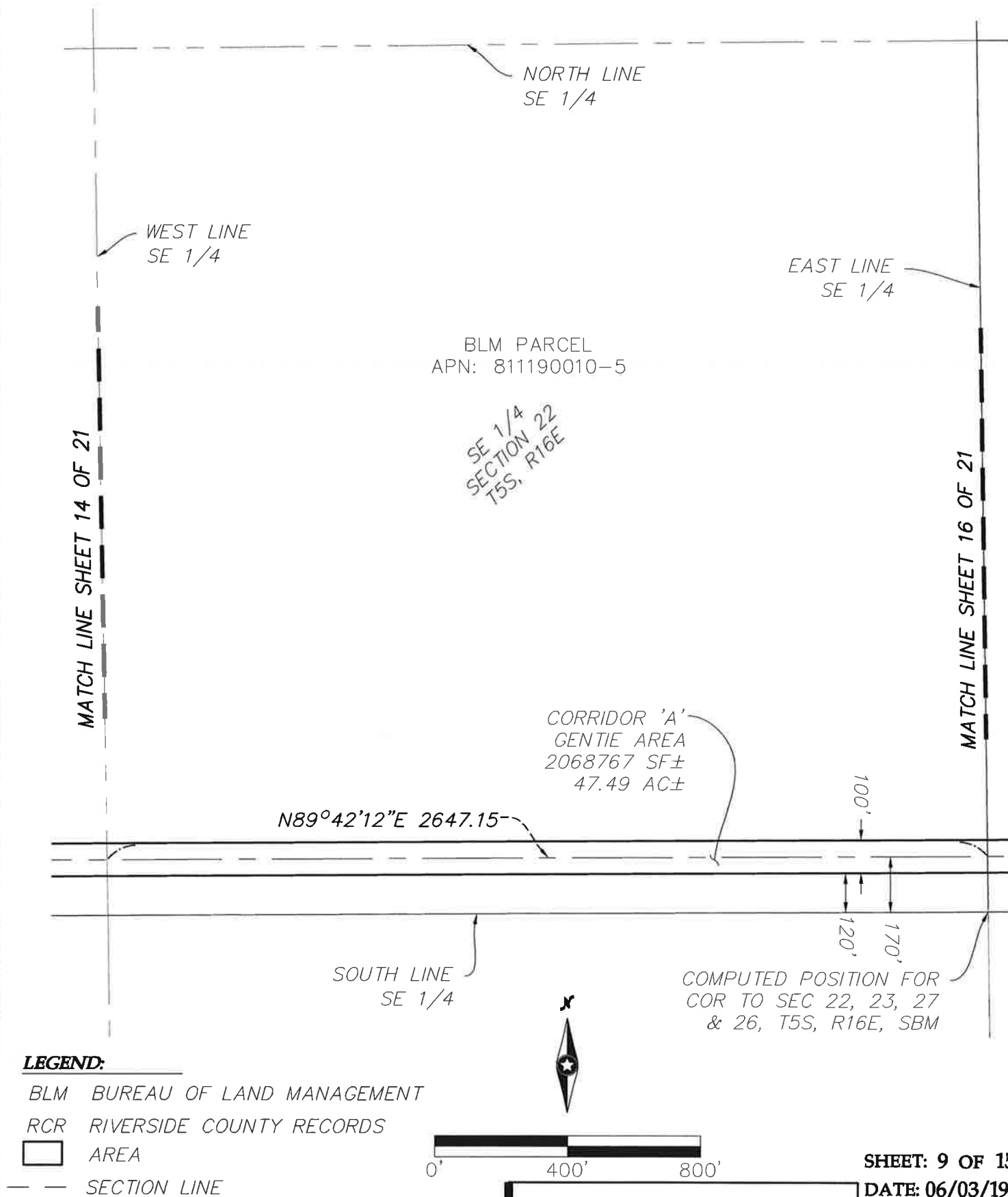
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.

Athos Solar Project

RIVERSIDE COUNTY, CA

**Gentle
Areas
Section 22
T5S, R16E, SBM
EXHIBIT B**



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

Westwood

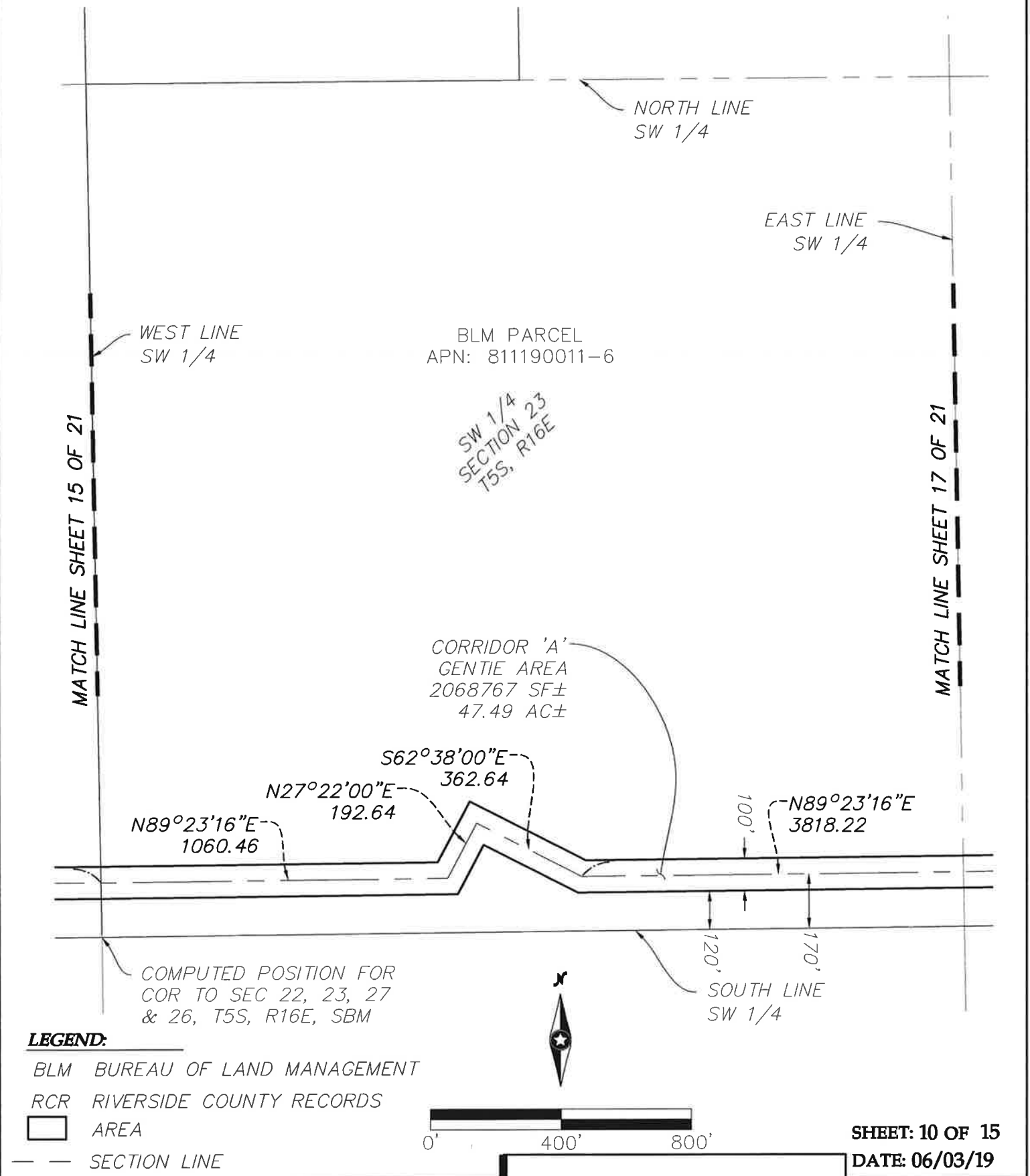
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.

Athos Solar Project

RIVERSIDE COUNTY, CA

**Gentie
Areas
Section 22
T5S, R16E, SBM
EXHIBIT B**



Westwood

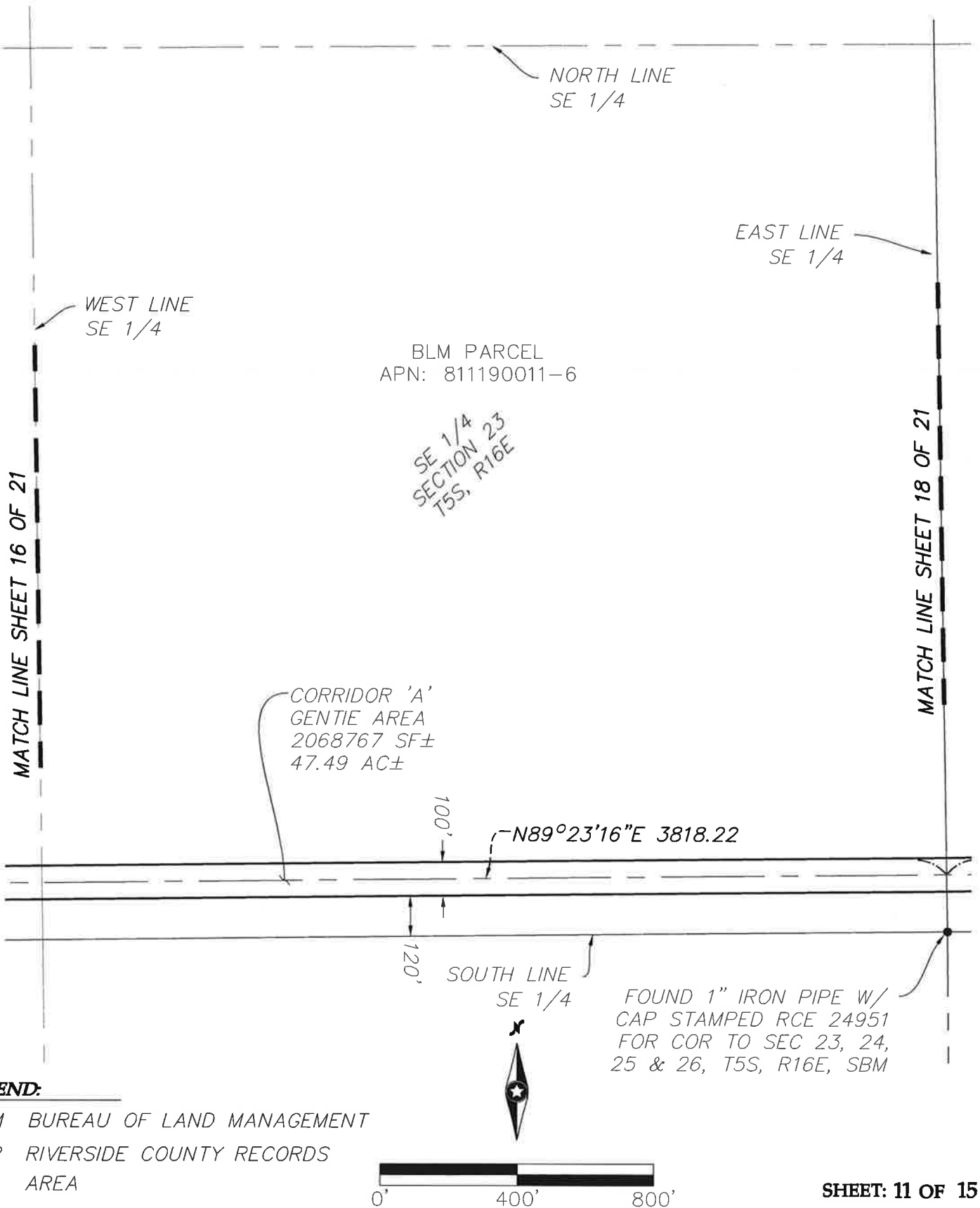
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.

Athos Solar Project

RIVERSIDE COUNTY, CA

**Gentie
Areas
Section 23
T5S, R16E, SBM
EXHIBIT B**



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

Westwood

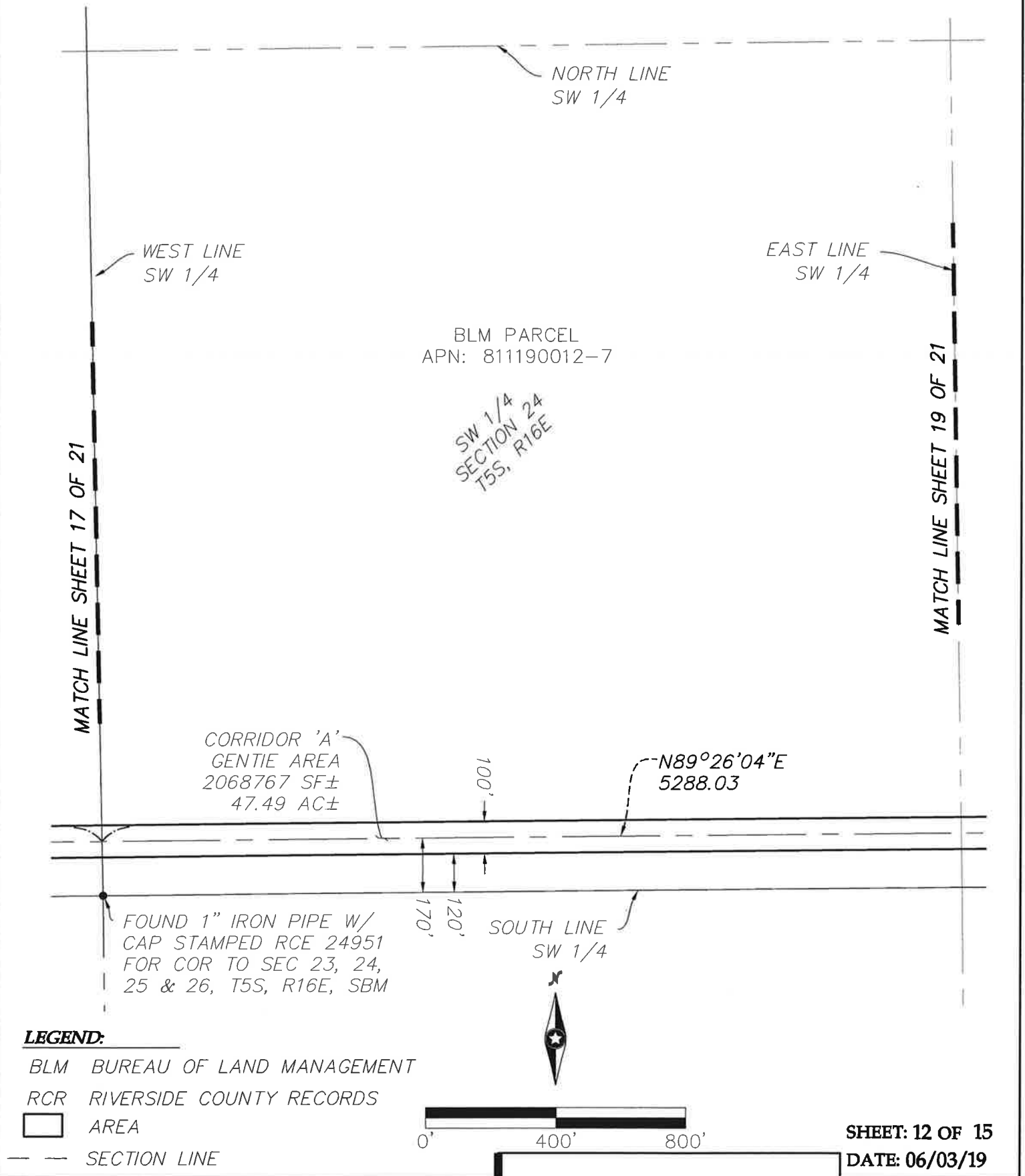
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.

Athos Solar Project

RIVERSIDE COUNTY, CA

**Gentie
Areas
Section 23
T5S, R16E, SBM
EXHIBIT B**



Westwood

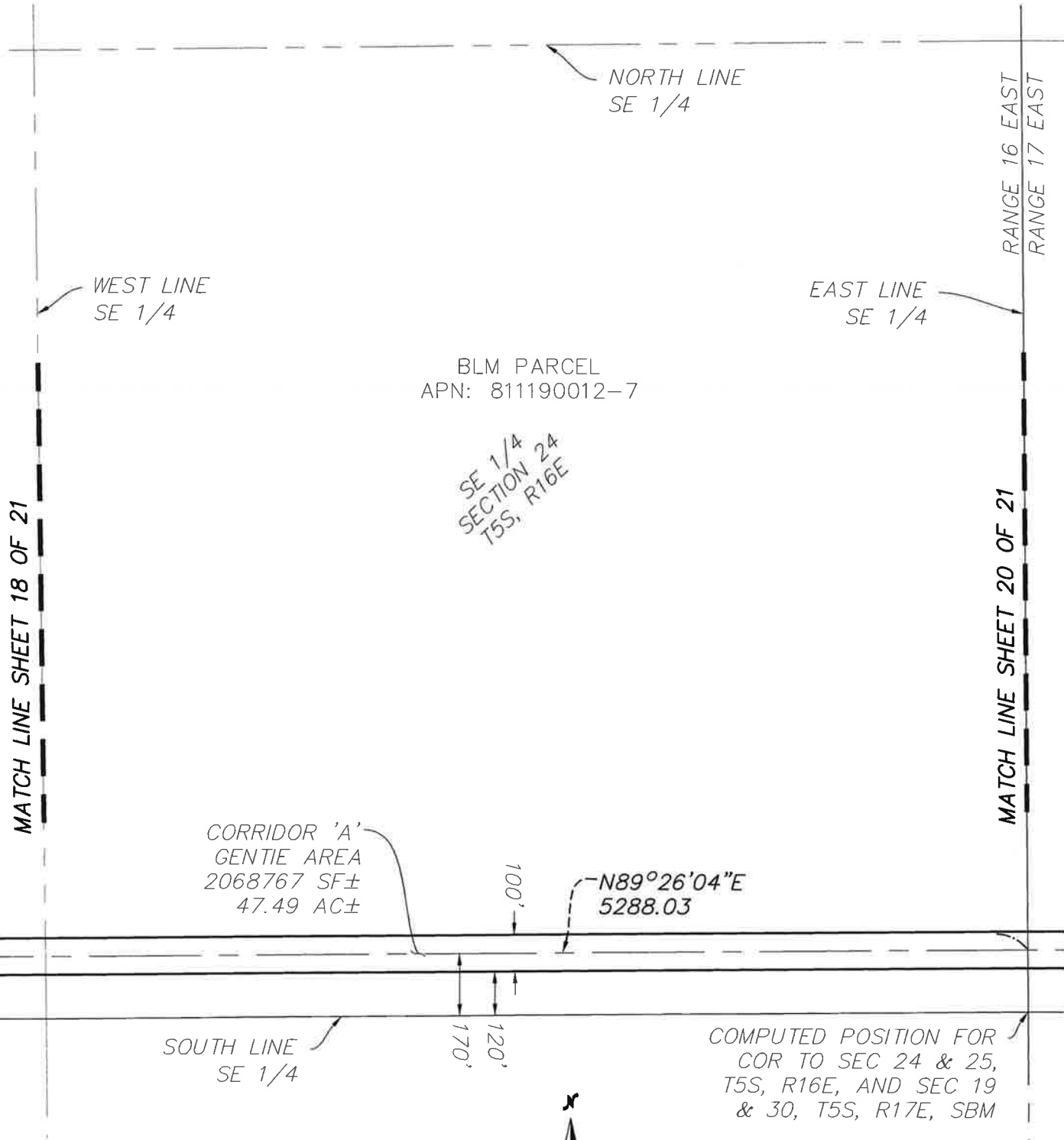
Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.

Athos Solar Project

RIVERSIDE COUNTY, CA

Gentie
Areas
Section 24
T5S, R16E, SBM
EXHIBIT B



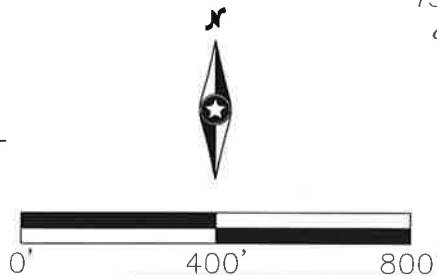
LEGEND:

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

AREA

SECTION LINE



SHEET: 13 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**

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±

100'

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

170'

120'

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

RCE 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±

S00°40'13"E
4275.51

EAST LINE
SE 1/4

BLM PARCEL
APN: 811211001-1

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

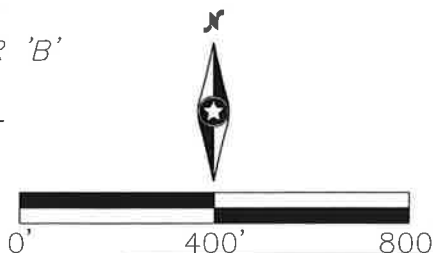
LEGEND:

BLM BUREAU OF LAND MANAGEMENT

RCR RIVERSIDE COUNTY RECORDS

AREA

SECTION LINE



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

Athos Solar Project

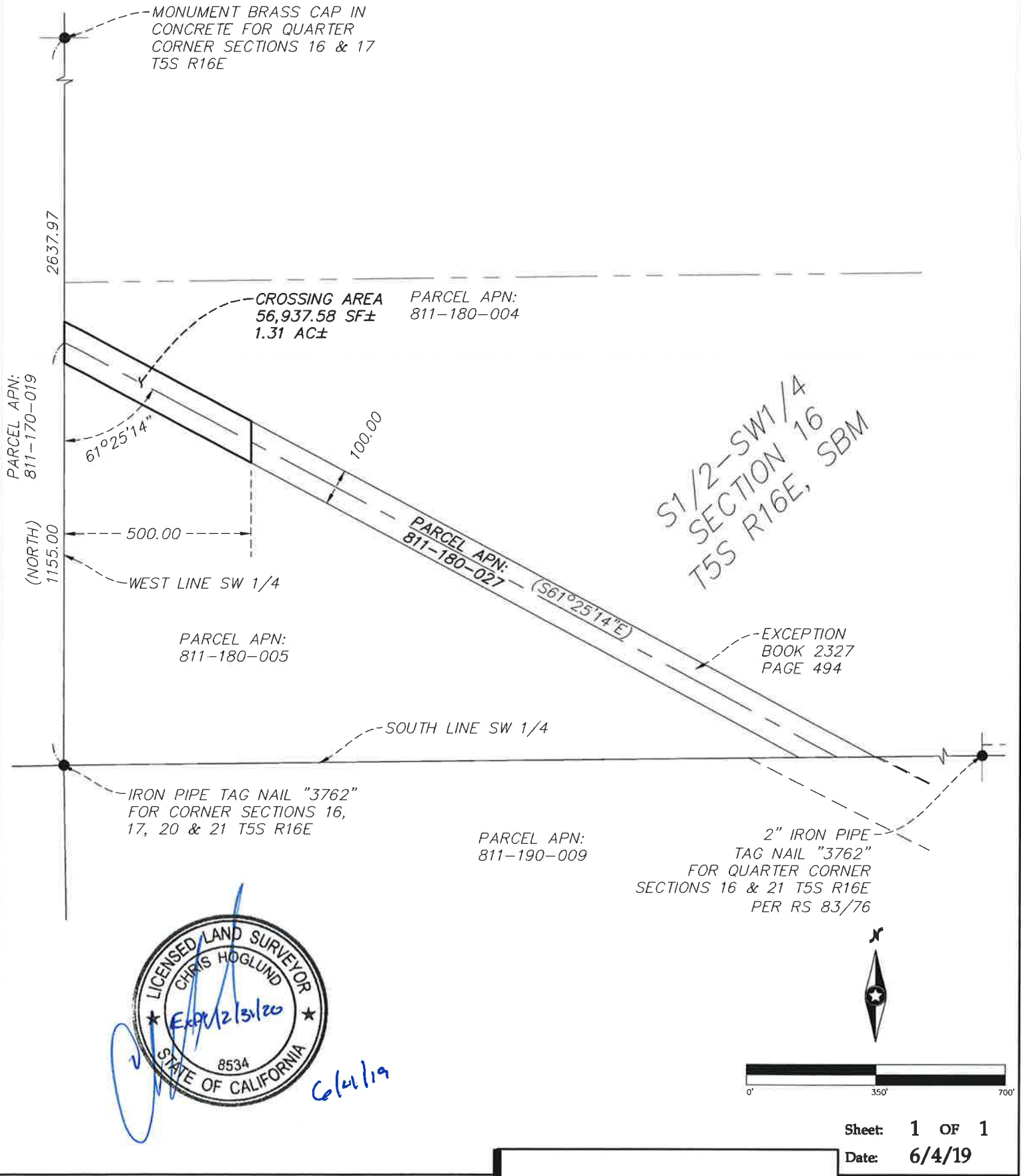
RIVERSIDE COUNTY, CA

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

Westwood

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westwoodps.com

Westwood Professional Services, Inc.



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.

Crew: _____
Checked: BB
Drawn: DCB
Record Drawing by/date: _____

Athos Solar Project

Riverside County, CA

Sheet: 1 OF 1

Date: 6/4/19

**CA State
Lands
Crossing Area**

Exhibit B

0013768-Crossing Lease.dwg

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

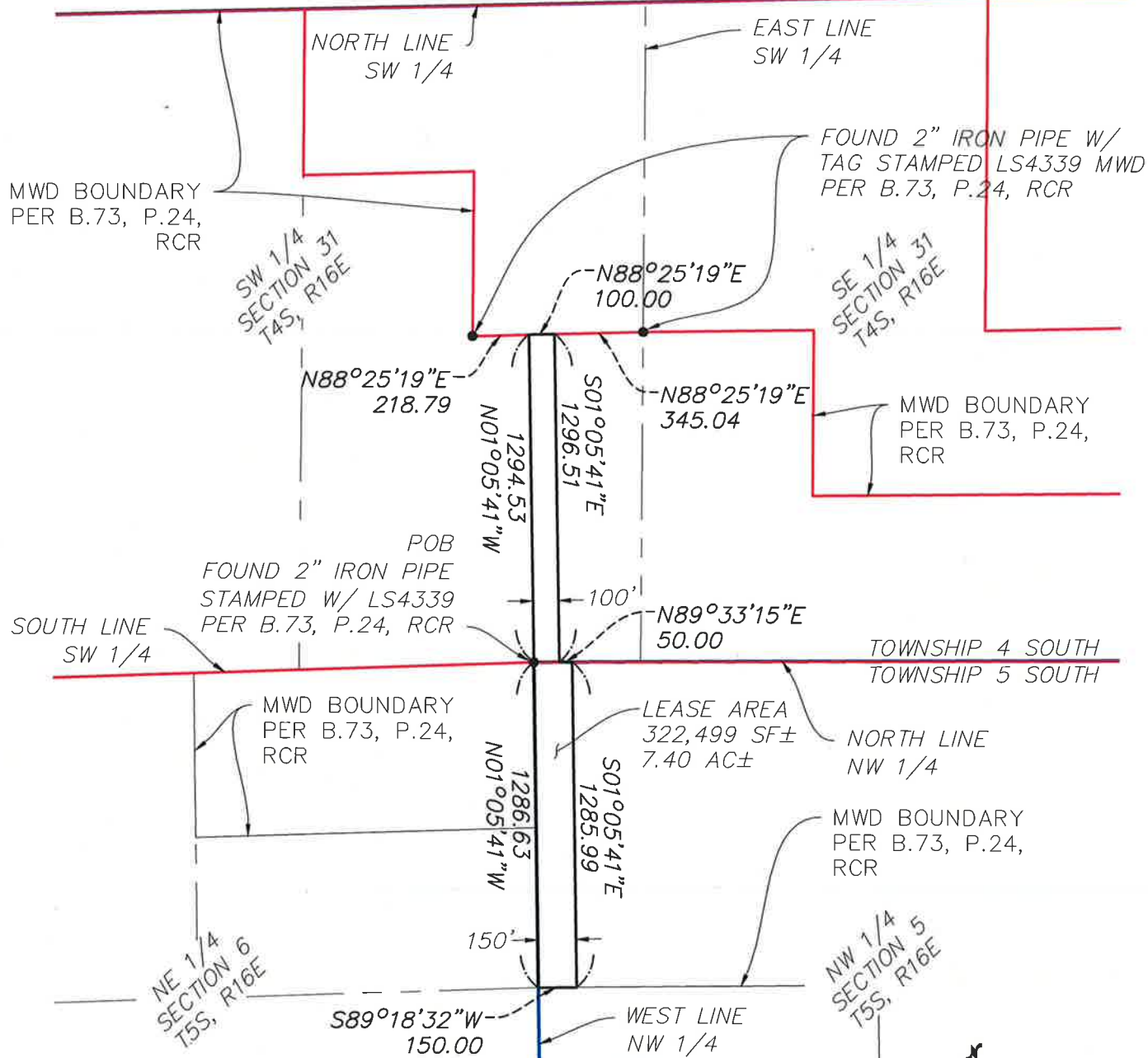
CA State
Lands
Crossing Area
Exhibit A

Westwood

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

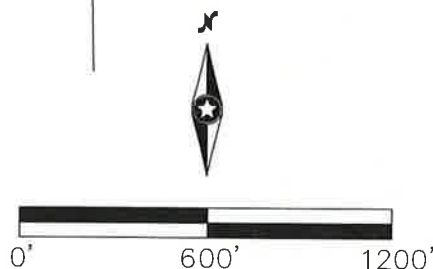
Westwood Professional Services, Inc.

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) 937-5150 Plano, TX 75093
 westwoodps.com

Athos Solar Project

**MWD
 Gentie 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/>	
Phase 1 Subtotal Plus Phase 2 Subtotal	3218 acres

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.

ANNUAL REVIEW TEMPLATE

EXHIBIT "G"

Development Agreement No. 1900001

ANNUAL REVIEW REPORT – SOLAR POWER PLANT PROJECTS

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

Date: _____

Development Agreement No. 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

EXHIBIT H

PROPERTY OWNER CONTACT INFORMATION

PROPERTY OWNER	NOTICE ADDRESS	EMAIL/PHONE	NOTICE REQUIREMENTS
Philip Hu, Catherine Hu Zangrilli, and Vivian Hu Shen, the beneficiaries and successors in interest of Kathryn Hu, a widow, deceased, and Philip Hu, a Married Man, as His Sole and Separate Property	Philip Hu 6406 Meadowbrush Circle San Diego, CA 92130 Philip Hu 14069 Collins Ranch PL San Diego, CA 92130 Vivian Hu Shen 2175 Lindsey Court Tustin, CA 92782 Catherine Zangrilli 500 West FairmountAven ue State College, PA 16801	philrhu@gmail.com 858-945-5329	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL, registered or certified, postage prepaid, return receipt required.
Apollo Venture Partnership, LLC, a California limited liability company	Apollo Venture Partnership, LLC c/o Tak Kuen Man 771 South Lincoln Avenue Monterey Park, CA 91755	takmau888@gmail .com 626-215-9692	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL, registered or certified, postage prepaid, return receipt required.
Transito A. Castellanos and Martha L. Castellanos, Trustees of the Transito and Martha Castellanos	Transito A. Castellanos and Martha L. Castellanos, Trustees of the Transito and Martha Castellanos	n/a 909-821-0712	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL, registered or certified, postage prepaid, return receipt required.

PROPERTY OWNER	NOTICE ADDRESS	EMAILPHONE	NOTICE REQUIREMENTS
Living Trust dated July 12, 2013,	Living Trust dated July 12, 2013 18048 Longhorn Lane Chino Hills, CA 91709		certified, postage prepaid, return receipt required.
Conrado E. Castro, Jr. and Carmencita G. Castro, as trustees of The Castro Family Trust dated 2/16/09	Conrado E. Castro Jr. and Carmencita G. Castro 1225 Manet Drive Sunnyvale, CA 94087	n/a 760-420-7596	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.
Chuckwalla Valley Associates, LLC, a California limited liability company	Chuckwalla Valley Associates, LLC P.O. Box 307 25-300 Rice Road Desert Center, CA 92239	micky@chuckwallavalleyraceway.com 760-277-3100	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.
Cocopah Nurseries, Inc., a California corporation	Cocopah Nurseries Inc. 81-910 Arus Avenue Indio, CA 92201	duane@wdyoung.com 760-250-2103	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.
CP Land Holdings, LLC	CP Land Holdings, LLC P.O. Box 1413 Bend, OR 97709 Address for overnight deliveries: 115 NW Oregon Ave, Unit 10 Bend, OR 97703	jcopyak@gmail.com 541-668-0423	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.

PROPERTY OWNER	CP Land Holdings, LLC, a California limited liability company	CP Land Holdings, LLC P.O. Box 1413 Bend, OR 97709	Address for overnight deliveries: CP Land Holdings, LLC 115 NW Oregon Ave, Unit 10 Bend, OR 97703	David Caspers, Trustee of the Caspers Family Trust dated Nov 6, 1997	David Caspers, Trustee c/o Desert City Real Estate 72835 Homestead Road Palm Desert, CA 92260 Attn: Mike Lewis	Robert R. Freedlander, a married man as his sole and separate property	Lawrence Clark Powell, as the sole surviving heir of the estate of Hope M. Holcomb, as to an undivided 1/2 interest, and Jeff Allen Scott, as the sole surviving heir of the estate of the Mortensen Family Trust, as to an undivided	Jeffrey A. Scott 670 South Dumont Dr. Pueblo West, CO 81007 AND Lawrence C. Powell 2239 Grenadier Dr. San Pedro, CA 90732	jeffscott@ymail.com larrypowellco@hotmail.com 719-251-2289		In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.	NOTICE REQUIREMENTS
EMAILPHONE	john@cleanusapower.com 541-668-0423		californiarealestate@earthlink.net 760-774-8655	Robert R. Freedlander, a married man as his sole and separate property	Robert R. Freedlander 30 Gingerwood Irvine, CA 92603	Robert R. Freedlander, a married man as his sole and separate property	Lawrence Clark Powell, as the sole surviving heir of the estate of Hope M. Holcomb, as to an undivided 1/2 interest, and Jeff Allen Scott, as the sole surviving heir of the estate of the Mortensen Family Trust, as to an undivided	Jeffrey A. Scott 670 South Dumont Dr. Pueblo West, CO 81007 AND Lawrence C. Powell 2239 Grenadier Dr. San Pedro, CA 90732	jeffscott@ymail.com larrypowellco@hotmail.com 719-251-2289		In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.	In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.	NOTICE REQUIREMENTS

PROPERTY OWNER			a) Claire Naples Eisinger, sole surviving Successor Trustee of the Kelly F. Naples and Madelyn R. Naples 1971 Trust, dated May 14, 1971, as to an undivided one-half interest; and b) Raymond Dean Paglia, a single man, Michael Paglia, a single man, and Vincent M. Paglia, a single man, all as to an undivided one-fourth interest		Norstar Capital Development, LLC
NOTICE ADDRESS		Claire Naples Eisinger, as Successor Trustee 1403 Minuet St. Henderson, NV AND Michael Paglia, 2341 Villandry Ct. Henderson NV 89074 Ray Paglia 3102 La Mirada Avenue Las Vegas, NV 89120 Vince Paglia 2005 Doral Place Henderson, NV 89074			Norstar Capital Development, LLC 6382 Klamath Drive Westminster, CA 92683 Attn: Joseph Vu
EMAILPHONE		weisinger@cox.net mpaglia1@cox.net vpaglia@aol.com 702-501-4738 702-768-8777 702-378-6666			josephvu@josephvu company.com 714-530-7120
NOTICE REQUIREMENTS		In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgment requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.			In writing, given upon i) hand delivery, ii) 1 bus day after deposited in Fed Ex (or other) with receipt acknowledgment requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.

PROPERTY OWNER	NOTICE ADDRESS	EMAILPHONE	NOTICE REQUIREMENTS
Om P. Garg	Om P. Garg 178 Follyhatch Irvine, CA 92618	resplan1@gmail.com 714-273-0402	In writing, given upon i) hand delivery, (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.
Raul Lopez	Raul Lopez c/o Loraine Lazerson 5450 Grand Ave West Covina, CA 91791	fboaloraine@aol.com 562-760-1687	In writing, given upon i) hand delivery, (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.
Rithery Chea, an unmarried woman	Rithery Chea 21514 Juan Avenue Hawaiian Gardens, CA 90716	rchea7@yahoo.com 526-552-1506	In writing, given upon i) hand delivery, (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.
Southwest Conservancy III,	Southwest Conservancy III, LLC P.O. Box 1413 Bend, OR 97709 Address for overnight deliveries: 115 NW Oregon Ave, Unit 10 Bend, OR 97703	john@cleansapower.com 541-668-0423	In writing, given upon i) hand delivery, (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.
VG Devo, LLC, a California limited liability company	VG Devo, LLC River West Investments 2410 Fair Oaks Boulevard, Suite 110 Sacramento, CA 95825	bvail@river-west.com 916-379-0955	In writing, given upon i) hand delivery, (or other) with receipt acknowledgement requested; iii) upon receipt if transmitted by fax + one other method; iv) upon receipt or refused delivery by US MAIL registered or certified, postage prepaid, return receipt required.



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

June 26, 2019

THE PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

TEL: (951) 368-9225
E-MAIL: legals@pe.com

RE: ADOPTION OF ORDINANCE NO. 664.61

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Tuesday, July 2, 2019.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Karen Barton

Board Assistant to:
KECIA R. HARPER, CLERK OF THE BOARD

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

ORDINANCE NO. 664.61

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

APPROVING DEVELOPMENT AGREEMENT NO. 1900001

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 1900001, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all landowners listed in Development Agreement No. 1900001 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

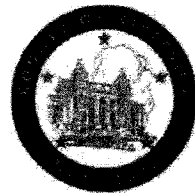
Kevin Jeffries, Chairman of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **June 25, 2019**, the foregoing Ordinance consisting of three (3) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Hewitt
NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Karen Barton, Board Assistant

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



ITEM
21.1
(ID # 9987)


FROM : TLMA-PLANNING:

MEETING DATE:
Tuesday, June 18, 2019

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: CONDITIONAL USE PERMIT NO. 180001 (CUP180001), VARIANCE NO. 190001 (VAR190001), PUBLIC USE PERMIT NO. 180001 (PUP180001), DEVELOPMENT AGREEMENT NO. 1900001 (DA1900001), ORDINANCE NO. 664.61, TENTATIVE PARCEL MAP No.(s): 37700, 37701, 37702, 37703, 37704, and 37705, RESOLUTION NO. 2019-137 – Intent to Certify an Environmental Impact Report (EIR) – CEQ1800007 (EIR) – Applicant: IP Athos, LLC – Engineer/Representative: Aspen Environmental Group – Fourth Supervisorial District – Chuckwalla District – Desert Center Area Plan – Agriculture: Agriculture (AG:AG), Open Space: Rural, Community Development: Public Facilities (CD:PF) – Location: East and west of Rice Road approximately 4 miles north of Interstate 10. South and west of Desert Center Airport – 3,600 gross acres – Zoning: Light Agriculture - 20 Acre Minimum (A-1-20), Controlled Development Areas-10 acre minimum (W-2-10), Natural Assets (N-A), Manufacturing-Heavy (M-H) – REQUEST: 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 proposed project is located on approximately 3,440 acres across seven groups of non-contiguous parcels (Parcel Groups A to G). VAR190001 – To allow the generation tie (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. PUP180001 – To allow approximately four miles of 220 kilovolt (kV) gen-tie transmission lines to traverse County/private properties (non-BLM regulated/owned property). 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. District 4. [Applicant fees 100%]

STAFF RECOMMENDATIONS: Continued on page 2

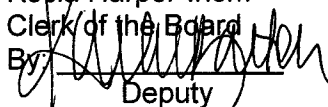
ACTION: Set for Hearing, Policy


Charles Leach, Assistant TLMA Director 6/10/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Ordinance 664.61 is approved as introduced with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 18, 2018
xc: Planning, CØB

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

STAFF RECOMMENDATIONS:

THAT THE BOARD OF SUPERVISORS TAKE THE FOLLOWING ACTIONS:

1. **ADOPT Resolution No. 2019-137 TO CERTIFY AN ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE ATHOS SOLAR PROJECT (CEQ180007)**, adopting environmental findings pursuant to the California Environmental Quality Act, and adopting a Mitigation Monitoring and Reporting Program;
2. **APPROVE CONDITIONAL USE PERMIT NO. 180001**, subject to the attached conditions of approval and advisory notification document and based upon the findings and conclusions incorporated in the staff report and in Resolution No. **2019-137**;
3. **APPROVE PUBLIC USE PERMIT NO. 180001**, subject to the attached conditions of approval and advisory notification document and based upon the findings and conclusions incorporated in the staff report and in Resolution No. **2019-137**;
4. **APPROVE VARIANCE NO. 190001** to allow for the gen-tie support structures to exceed the maximum height restrictions in the Natural Assets (N-A) and the Controlled Development Area (W-2) zones by being up to 120 feet high based upon the findings and conclusions incorporated in the staff report and in Resolution No. **2019-137**;
5. **APPROVE TENTATIVE PARCEL MAP NOs. 37700, 37701, 37702, 37703, 37704, and 37705**, subject to the attached conditions of approval, advisory notification document and based upon the findings and conclusions incorporated in the staff report and in Resolution No. **2019-137**; and
6. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.61**, an Ordinance of the County of Riverside Approving Development Agreement No. **1900001**, based upon the findings and conclusions incorporated in the staff report and in Resolution No. **2019-137**.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: Applicant Fees 100%			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested entitlements below are considered the "Project." The project is commonly referred to as the Athos Renewable Energy Project (Athos or Project).

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

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 consists of 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 kilovolt (kV) generation tie (gen-tie) transmission lines to traverse County/private properties (non-Bureau of Land Management [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 underground 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).

Seven miles of 220 kV gen-tie transmission lines are outside of the solar facility on federal land managed by the BLM Palm Springs-South Coast Field Office. This area is part of the proposed project, however under the jurisdiction of BLM and reviewed in compliance with the National Environmental Policy Act (NEPA).

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

Development Agreement No. 1900001: The applicant has proposed entering into a development agreement (DA No. 1900001) with the County for the Project that is consistent with the County's solar power plant program. Board of Supervisors Policy No. B-29 regarding solar power plants states, "[N]o approval required by Ordinance No. 348 shall be given for a solar power plant unless the Board first approves a development agreement with the solar power plant owner and the development agreement is effective." The County has reached an agreement with the applicant on the provisions of the DA. The DA has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. DA No. 1900001 contains terms consistent with Board of Supervisors Policy No. B-29, including terms regarding public benefit payments and increases (Section 4.2 of DA No. 1900001) and terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law (Section 4.3 of DA No. 1900001). The DA also contains an agreement between the parties with regard to the computation of development impact fees in the amount of \$2,421,300 and an Additional Community Benefit Fee of \$1,100,000 (Section 4.4 of DA No. 1900001). Approval and use of Conditional Use Permit No. 180001 and Public Use Permit No. 180001 are conditioned upon DA No. 1900001 being entered into and effective. Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.61, an Ordinance of the County of Riverside Approving Development Agreement No. 1900001, incorporates by reference DA No. 1900001 consistent with Government Code section 65867.5.

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 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 and a date palm farm are located approximately 100 feet east and 1,500 feet west of Parcel Group A.

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

- **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 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 E 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 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.

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

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.

Environmental Impact Report (California Environmental Quality Act)

An Environmental Impact Report (EIR) has been prepared for this project (CEQ180007) in accordance with the California Environmental Quality Act (CEQA). The EIR represents the independent judgement of Riverside County. It was determined as part of the EIR analysis that the Project would result in direct and cumulative significant impacts related to aesthetics and cultural resources that cannot be fully mitigated (unavoidable) and will be only partially avoided or lessened by compliance with existing regulations (for greater detail see attached Draft EIR and Resolution No. 2019-137). All other impacts have been addressed through project design or incorporated mitigation measures in both the MMRP and Conditions of Approval.

The Draft EIR was circulated for 45-days, from March 9, 2019 to April 24, 2019. During this review period the EIR received nine (9) comment letters, and one (1) comment letter was received following the close of the review period. These comments were reviewed and detailed responses to each comment were prepared and included in the Final EIR, which was posted on May 16, 2019. E-mailed notifications to the commenters were sent on May 16, 2019 which noted the availability of the Final EIR.

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

Due to the potentially significant impacts of the project, if the Board of Supervisors approve the project, it will be required to adopt Findings with a Statement of Overriding Considerations consistent with State CEQA Guidelines sections 15093, 15216(b), and 15126.2(b) and discussed in the Final EIR Section 15132 is required (Resolution No. 2019-137). The Statement of Overriding Considerations would clarify what benefits the project is providing that the Board of Supervisors could determine outweigh the potentially significant environmental impacts of the project. Benefits of the project would include, but are not limited to: renewable energy, local employment, economic opportunities, and utilization of underutilized areas to promote efficient use of land while still providing natural open space.

Impact on Residents and Businesses

All potential project impacts have been studied under CEQA and noticed to the public pursuant to the requirements of the County. As stated above, the Project would help the State achieve its renewable energy goals and mandates. The production of renewable energy has the added benefit of reducing air quality impacts and greenhouse gas emissions that would be produced by fossil-fuel based generation facilities. The Project would also provide other important benefits to the local and regional economy from the purchase of equipment and supplies and sales tax revenue as agreed upon in the terms of DA No. 1900001.

Additional Fiscal Information

As stated above, the applicant and County staff have reached an agreement on the provisions of DA No. 1900001. Under DA No. 1900001, the applicant will submit annual public benefit payments of \$150 per acre, increased annually by 2% from and after 2013 (currently \$169 per acre in 2019), based on the solar power plant net acre amount of 3,200 acres at full build-out. The total "solar power plant net acreage" agreed upon by the applicant, was calculated using the definition in Board of Supervisors' Policy No. B-29. The project is scheduled to be built in two phases and the initial annual public benefit payments will be based on the solar power plant net acreage included in each phase until complete build-out (Section 3.4 of DA No. 1900001). It is anticipated 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. Construction is anticipated to occur over 24 to 48 months, regardless of whether it is phased. If the development of the Solar Power Plant occurs in phases, the Annual Public Benefits Payments called for in Section 4.2 shall be based on the Solar Power Plant Net Acreage of each defined phase. The applicant will also take agreed upon actions to ensure that local sales and use taxes are directly allocated to the County to the maximum extent possible under the law. Additionally, the applicant will submit an agreed upon adjusted Development Impact Fee (DIF) payment of \$2,421,300. In addition, the applicant has agreed to pay an Additional Community Benefit Fee of \$1,100,000. The timing of the DIF payment and Additional Community Benefit Fee are set forth in Section 4.4 of DA No. 1900001.


Contract History and Price Reasonableness

N/A

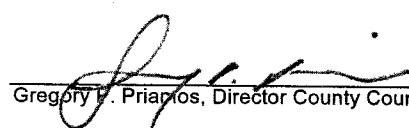
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

ATTACHMENTS:

- A. Board of Supervisors Staff Report/Conditions of Approval/Advisory Notification Document**
- B. Athos Solar Site Plan**
- C. Draft Environmental Impact Report**
- D. Final Environmental Impact Report**
- E. Resolution No. 2019-137**
- F. Ordinance No. 664.61**
- G. Development Agreement No. 1900001**
- H. CUP180001 Conditions of Approval**
- I. CUP180001 Advisory Notification Document**
- J. PUP180001 Advisory Notification Document**
- K. TPM37700-TPM37705 Advisory Notification Document**
- L. TPM37700 Conditions of Approval**
- M. TPM37701 Conditions of Approval**
- N. TPM37702 Conditions of Approval**
- O. TPM37703 Conditions of Approval**
- P. TPM37704 Conditions of Approval**
- Q. TPM37705 Conditions of Approval**


Jason Farin, Senior Management Analyst

6/11/2019


Gregory L. Priantos, Director County Counsel

6/10/2019



CALL (951) 368-9222
EMAIL legals@pe.com

THE PRESS-ENTERPRISE

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7/2/19	0011287491		PE Riverside	4 x 40 Li	208.00

Invoice text: Adoption of Ord. No. 664.61

Planning
3.53 6/25/19

Placed by: Karen Lynn Barton

Legal Advertising Memo Invoice

BALANCE DUE

208.00

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THE PRESS-ENTERPRISE

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BALANCE DUE 208.00	ORDER NUMBER 0011287491	TERMS OF PAYMENT DUE UPON RECEIPT

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS

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COUNTY OF RIVERSIDE
'PO BOX 1147'
RIVERSIDE, CA 92502

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THE PRESS-ENTERPRISE

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951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Adoption of Ord. No. 664.61 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

07/02/2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: July 02, 2019
At: Riverside, California


Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

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P.O. Number:

Ad Copy:

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

ORDINANCE NO. 664.61

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

APPROVING DEVELOPMENT AGREEMENT NO. 1900001

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 1900001, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all landowners listed in Development Agreement No. 1900001 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

Kevin Jeffries, Chairman of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on June 25, 2019, the foregoing Ordinance consisting of three (3) sections was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Hewitt
NAYS: None
ABSENT: None

Kecia R. Harper, Clerk of the Board
By: Karen Barton, Board Assistant

7/02