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Riverside County LMS
CONDITIONS OF APPROVAL

Page: 61

CONDITIONAL USE PERMIT Case #: CUP03684

Parcel: 821-020-007

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 10 USE - SCHOOL MITIGATION RECOMMND

Impacts to the Palo Verde Unified School District shall be mitigated in accordance with California State law.

80.PLANNING. 11 USE - FEE STATUS. RECOMMND

Prior to issuance of building permits for Conditional Use Permit No. 3684, the Planning Department shall determine the status of the deposit based fees for project. If the case fees are in a negative state, the permit holder shall pay the outstanding balance.

80.PLANNING. 12 USE - PREPARE LIGHTING PLAN RECOMMND

Prior to building permit issuance, a lighting plan shall be prepared that documents how lighting will be designed and installed to minimize night-sky impacts during facility construction and operations. Lighting for facilities should not exceed the minimum number of lights and brightness required for safety and security, and should not cause excessive reflected glare. Low-pressure sodium light sources should be used to reduce light pollution. Full cut-off luminaires should be used to minimize uplighting. Lights should be directed downward or toward the area to be illuminated. Light fixtures should not spill light beyond the project boundary. Lights in highly illuminated areas that are not occupied on a continuous basis should have switches, timer switches, or motion detectors so that the lights operate only when the area is occupied. Where feasible, vehicle mounted lights should be used for night maintenance activities. Wherever feasible, consistent with safety and security, lighting should be kept off when not in use. Visual design elements within the lighting plan shall be measureable and monitored while under construction, while operational, and when decommissioned. The plan shall include a monitoring and compliance plan that establishes the monitoring requirements and thresholds for acceptable performance. The lighting plan shall include a process for promptly addressing and mitigating complaints about potential lighting impacts.

80.PLANNING. 13 USE - BROKEN PV PLAN RECOMMND

Prior to building permit issuance, if photovoltaic (PV) panels containing cadmium telluride (CdTe) are used on the Project site, the Applicant shall prepare and implement a Broken PV Module Detection and Handling Plan. The plan

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 13 USE - BROKEN PV PLAN (cont.)

RECOMMND

shall describe the Applicant's plan for identifying, handling and disposing of PV modules that may break, chip, or crack at some point during the Project's life cycle to ensure the safe handling, storage, transport, and recycling and/or disposal of the modules and related electrical components in a manner that is compliant with applicable law and protective of human health and the environment. The plan shall be submitted to the County for review and approval prior to commencement of construction activities and prior to delivery of CdTe-containing PV panels to the Project site and shall be distributed to all construction crew members and temporary and permanent employees prior to construction and operation of the Project. All available data from the panel manufacturer(s) regarding materials used and safety procedures and/or concerns shall be appended to the plan to assist the County with identifying potential hazards and abatement measures.

80.PLANNING. 14 USE - AVIGATION EASEMENT

RECOMMND

Prior to issuance of building permits for any structures or panels on those parcels located wholly or partially within Airport Compatibility Zone B1, the landowner shall convey an avigation easement to the County of Riverside as owner of Blythe Airport.

80.PLANNING. 15 USE - ALUC/FAA REVIEW MM

RECOMMND

Prior to issuance of a building permit, the Applicant shall submit all required plans and proposals to the Riverside County Airport Land Use Commission (RCALUC) and the Federal Aviation Administration (FAA) for Title 14 CFR Federal Aviation Regulations (FAR) Part 77 review. Commencement of construction shall not begin prior to final approval from RCALUC and FAA with any modifications required as part of the review incorporated into project design.

This condition implements mitigation measure HAZ-3 from the EIR.

80.PLANNING. 16 USE - CONST NOTICE MM

RECOMMND

Prior to and during construction, decommissioning, and ground disturbing activities, the applicant shall provide at least two weeks' advance notice of construction and decommissioning. Notices shall be mailed directly to land

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80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 16 USE - CONST NOTICE MM (cont.) RECOMMND

owners and residents within 2,400 feet of the Project boundary and signs shall be a minimum size of 4 feet high by 6 feet wide and posted at the solar facility in areas accessible to the public. Notices shall announce when and where construction would occur; provide tips on reducing noise intrusion (e.g., closing windows facing the planned construction); and provide contact information for the local public liaison for any noise complaints.

This condition implements mitigation measure NOI-2 from the EIR.

TRANS DEPARTMENT

80.TRANS. 1 USE - EVIDENCE/LEGAL ACCESS RECOMMND

Provide evidence of legal access.

80.TRANS. 2 USE - IMPROVEMENTS RECOMMND

Submittal of approved improvement plans shall be submitted.

All the existing roads within the vicinity of this project (CUP03684) are not structurally sound to carry the construction traffic of this project. It is the responsibility of this project to design structural section for primary and secondary accesses and improvements shall be completed and approved as directed by the Transportation Department prior to start of any construction.

* Above mentioned roads shall be on dedicated road rights-of-way. If dedication does not exist it shall be dedicated by this project to the County *

80.TRANS. 3 USE - EIR MM TRA-1 RECOMMND

A construction phase Traffic Management Plan would be prepared in consultation with Caltrans and Riverside County for the roadway network potentially affected by construction activities at the Project area and off-site gen-tie line facilities. In order to achieve acceptable LOS, the Traffic Management Plan would include a plan to split the workforce and stagger arrival times during peak construction periods along with a traffic LOS and queue monitoring program, as determined necessary by the County's Transportation Department staff. The plan would be based

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80. PRIOR TO BLDG PRMT ISSUANCE

80.TRANS. 3 USE - EIR MM TRA-1 (cont.)

RECOMMND

Upon the analysis set forth in this EIR. Carpooling shall also be required of contractor employees during the construction phase to help achieve acceptable LOS levels. In addition to the above-mentioned measures, other approaches could be considered to reduce peak hour traffic, such as requiring contractors to arrange employee busing and/or employee participation in park and ride.

80.TRANS. 4 USE - EIR MM TRA-3

RECOMMND

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

WASTE DEPARTMENT

80.WASTE. 1 USE - WASTE RECYCLING PLAN

RECOMMND

Prior to issuance of a permit: A Waste Recycling Plan (WRP) shall be submitted to the Riverside County Department of Waste Resources for approval. At a minimum, the WRP must identify the materials (i.e., solar panels, plastic, cardboard, concrete, asphalt, wood, etc.) that will be generated by construction and development, the projected amounts, the measures/methods that will be taken to recycle, reuse, and/or reduce the amount of materials, the facilities and/or haulers that will be utilized, and the targeted recycling or reduction rate. During project construction, the project site shall have, at a minimum, two (2) bins: one for waste disposal and the other for the recycling of Construction and Demolition (C&D) materials. Additional bins are encouraged to be used for further source separation of C&D recyclable materials. Accurate record keeping (receipts) for recycling of C&D recyclable

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80. PRIOR TO BLDG PRMT ISSUANCE

80.WASTE. 1 USE - WASTE RECYCLING PLAN (cont.) RECOMMND

materials and solid waste disposal must be kept.
Arrangements can be made through the franchise hauler.

90. PRIOR TO BLDG FINAL INSPECTION

BS GRADE DEPARTMENT

90.BS GRADE. 5 USE - REQ'D GRADING INSP'S RECOMMND

The developer / applicant shall be responsible for
obtaining the following inspections required by Ordinance
457.

- 1.Precise grade inspection of entire permit area.
- a.Precise Grade Inspection
- b.Inspection of all Site Design BMPs.
- c.Source Control BMPs such as educational materials,
activity restrictions and proper maintenance
(non-structural) as well as proper landscape/irrigation
design and protection of slopes and channels shall be made
available to the owner/applicant.

90.BS GRADE. 6 USE - PRECISE GRDG APPROVAL RECOMMND

Prior to final building inspection, the applicant shall
obtain precise grade approval and/or clearance from the
Building and Safety Department. The Building and Safety
Department must approve the precise grading of your project
before a building final can be obtained. Precise Grade
approval can be accomplished by complying with the
following:

- 1.Requesting and obtaining approval of all required grading
inspections.
- 2.Submitting a "Wet Signed" copy of the Precise (Final)
Grade Certification for the entire site from a Registered
Civil Engineer certifying that the precise grading was
completed in conformance with the approved grading plan.

Prior to release for building final, the applicant shall
have met all precise grade requirements to obtain Building
and Safety Department clearance.

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90. PRIOR TO BLDG FINAL INSPECTION

E HEALTH DEPARTMENT

90.E HEALTH. 1 USE - HAZMAT BUS PLAN RECOMMND

The facility will require a business emergency plan for the storage of hazardous materials greater than 55 gallons, 200 cubic feet or 500 pounds, or any acutely hazardous materials or extremely hazardous substances.

90.E HEALTH. 2 USE - HAZMAT REVIEW RECOMMND

If further review of the site indicates additional environmental health issues, the Hazardous Materials Management Division reserves the right to regulate the business in accordance with applicable County Ordinances.

90.E HEALTH. 3 USE - HAZMAT CONTACT RECOMMND

Contact a Hazardous Materials Specialist, Hazardous Materials Management Division, at (951) 358-5055 for any additional requirements.

FIRE DEPARTMENT

90.FIRE. 1 USE-#27-EXTINGUISHERS RECOMMND

Install portable fire extinguishers with a minimum rating of 2A-10BC and signage. Fire Extinguishers located in public areas shall be in recessed cabinets mounted 48" (inches) to center above floor level with maximum 4" projection from the wall. Contact Fire Department for proper placement of equipment prior to installation.

90.FIRE. 2 FINAL INSPECTION RECOMMND

Prior to occupancy a Fire Department inspection is required to verify all conditions stated at plan check are met.

Office (760)863-8886

90.FIRE. 3 USE-FIRE ACCESS RECOMMND

Every SEGS project will be reviewed on a case-by-case basis to determine the on-site access roadway widths, turn around and turnout locations to all buildings/structures and field equipment for the purposes of fire suppression and/or emergency medical response needs. On-site perimeter access

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90. PRIOR TO BLDG FINAL INSPECTION

90.FIRE. 3 USE-FIRE ACCESS (cont.)

RECOMMND

roads shall be not less than 20 feet in width and shall have an unobstructed vertical clearance of not less than 13 feet 6 inches. The grade of the access road shall not exceed 15%. The access roads shall be designed, constructed, and certified by a registered Engineer to be capable of sustaining 70,000 pounds over two axles under all weather conditions.

Exception: On-site access roadways that extend through solar panel arrays (i.e., PV, heliostat, solar troughs, etc.) shall be arranged to allow clear and unobstructed fire access roadways 16 feet wide between the lengths of arrays spaced not to exceed 600 feet in length. Access roadways between the lengths of arrays shall not exceed 5,280 feet in length without providing a Riverside County Fire Department approved turn around or intersecting roadway to allow return travel direction. All roadway intersections shall be designed to allow a minimum outside wall-to-wall turn radius of 38 feet in all four directions. Such access roads shall be designed, constructed, and certified by a registered Engineer to be capable of sustaining 50,000 pounds over two axles under all weather conditions. Materials other than asphalt or concrete will be considered by the Fire Department.

Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. Turning areas shall be designed in accordance with Riverside County Fire Department standards.

PLANNING DEPARTMENT

90.PLANNING. 1 GEN - CULTURAL RESOURCES RPT

RECOMMND

Prior to final inspection of the first building permit, the developer/permit holder shall prompt the Cultural Resources Professional to submit two (2) copies of a Phase IV Cultural Resources Monitoring Report that complies with the Riverside County Planning Department's requirements for such reports. The report shall include evidence of the required cultural/historical sensitivity training for the construction staff held during the pre-grade meeting. The Planning Department shall review the report to determine adequate mitigation compliance. A copy of the accepted report shall be filed with the Eastern Information Center,

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90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 1 GEN - CULTURAL RESOURCES RPT (cont.) RECOMMND

the California Energy Commission, the Bureau of Land Management, the Patton Memorial Museum, and the County. Provided the report is adequate, the Planning Department shall clear this condition.

90.PLANNING. 4 REN ENG - CLEAR CONST. AREA RECOMMND

Prior to scheduling and final inspection, the developer/permit holder shall ensure the entire site and construction staging area has been cleared from all construction related materials including, but not limited to, trash, fencing, trailers and etc.

The Planning Department shall verify this condition as part of the final inspection, and shall clear this condition upon determination of compliance.

90.PLANNING. 6 USE- LIGHTING PLANS SOLAR (2) RECOMMND

Prior to final building permit issuance, the applicant shall provide a report showing compliance with solar power plan lighting plan.

90.PLANNING. 7 USE - LIGHTING PLAN COMPLY RECOMMND

All street lights and other outdoor lighting shall be shown on electrical plans submitted to the Department of Building and Safety for plan check approval and shall comply with the requirements of Riverside County Ordinances and the Riverside County Comprehensive General Plan.

90.PLANNING. 8 USE - EXISTING STRUCTURES RECOMMND

Verify that all existing buildings, structures and uses on the entire property shall conform to all the applicable requirements of Ordinance No. 348 and Ordinance No. 457, and the conditions of this permit.

90.PLANNING. 9 USE - REMOVE OUTDOOR ADVERTISE RECOMMND

All existing outdoor advertising displays, signs or billboards shall be removed.

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90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 10 USE - WALL & FENCE LOCATIONS RECOMMND

Wall and/or fence locations shall be in conformance with APPROVED EXHIBIT A and APPROVED EXHIBIT F.

90.PLANNING. 11 USE - CONDITION COMPLIANCE RECOMMND

The Department of Building and Safety shall verify that the Development Standards of this approval and all other preceding conditions have been complied with prior to any use allowed by this permit.

90.PLANNING. 12 USE - FEE STATUS RECOMMND

Prior to final building inspection for Conditional Use Permit No. 3684, the Planning Department shall determine the status of the deposit based fees. If there are fees owed to the County, the permit holder shall pay the outstanding balance.

90.PLANNING. 13 USE - ORD NO. 659 (DIF) RECOMMND

Prior to the issuance of either a certificate of occupancy or prior to building permit final inspection, the applicant shall comply with the provisions of Riverside County Ordinance No. 659, which requires the payment of the appropriate fee set forth in the Ordinance. Riverside County Ordinance No. 659 has been established to set forth policies, regulations and fees related to the funding and installation of facilities and the acquisition of open space and habitat necessary to address the direct and cumulative environmental effects generated by new development project described and defined in this Ordinance, and it establishes the authorized uses of the fees collected.

As set forth in Development Agreement No. 86, the applicant and the County acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial or industrial development. For that reason, the applicant and the County agree that the application and payment of the Palo Verde Valley Area Plan Surface Mining Development Impact Fee category from Ordinance No. 659 computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 is appropriate for this development project due to similar development impacts. The applicant and the County acknowledge and agree that the Project Area acreage used for the computation of

CONDITIONAL USE PERMIT Case #: CUP03684

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90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 13 USE - ORD NO. 659 (DIF) (cont.) RECOMMND

Development Impact Fees shall be 3,503.165 acres. The applicant and the County further acknowledge that any temporary reduction of fees approved by the Board of Supervisors in place at the time of payment of fees shall be applicable to the Project.

In the event Riverside County Ordinance No. 659 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 659 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required so long as it does not conflict with the agreed upon terms of Development Agreement No. 86.

TRANS DEPARTMENT

90.TRANS. 20 USE - IMP PLANS RECOMMND

Improvement plans for the required improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the limit of construction at a grade and alignment as approved by the Riverside County Transportation Department. Completion of road improvements does not imply acceptance for maintenance by County.

NOTE: Before you prepare the street improvement plan(s), please review the Street Improvement Plan Policies and Guidelines from the Transportation Department Web site: <http://rctlma.org/trans/General-Information/Pamphlets-Brochures>

WASTE DEPARTMENT

90.WASTE. 1 USE - WASTE REPORTING FORM RECOMMND

Prior to building final inspection, evidence (i.e., receipts or other types of verification) to demonstrate project compliance with the approved Waste Reporting Plan (WRP) shall be presented by the project proponent to the Planning Division of the Riverside County Department of Waste Resources. Receipts must clearly identify the amount of waste disposed and Construction and Demolition (C&D) materials recycled.

EXHIBIT E

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ORDINANCE NO. 664.59

AN ORDINANCE OF THE COUNTY OF RIVERSIDE
APPROVING DEVELOPMENT AGREEMENT NO. 86

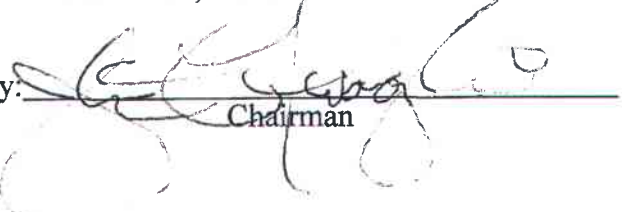
The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 86, 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. 86 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

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

By: 
Chairman


ATTEST:

CLERK OF THE BOARD:

By: 
Deputy

(SEAL)

APPROVED AS TO FORM
August 15, 2017

By: 
TIFFANY N. NORTH
Chief Deputy County Counsel

1 ORDINANCE NO. 664.59

2
3 AN ORDINANCE OF THE COUNTY OF RIVERSIDE
4 APPROVING DEVELOPMENT AGREEMENT NO. 86
5

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13 said Development Agreement within thirty (30) days after adoption of this ordinance.

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

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

18 By: _____
Chairman

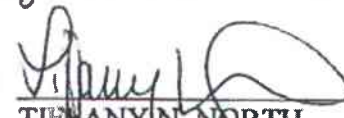
19 ATTEST:

20 CLERK OF THE BOARD:

21 By: _____
22 Deputy

23 (SEAL)

24 APPROVED AS TO FORM
25 August 15, 2017

26 By: 
27 TIFANY N. NORTH
28 Chief Deputy County Counsel

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

When recorded return to
Assistant TLMA Director – Community Development
4080 Lemon Street, 12th Floor
Riverside, CA 92501

DEVELOPMENT AGREEMENT NO. 86

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND RENEWABLE RESOURCES GROUP, GILA FARM LAND LLC,

AND A&F GROWERS LLC

Final

AR000004

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DEVELOPMENT AGREEMENT NO. 86

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

RENEWABLE RESOURCES GROUP LLC,
GILA FARM LAND LLC, and
A&F GROWERS 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, OWNER has requested COUNTY to enter into a development agreement and proceedings have been taken in accordance with the Procedures and Requirements of COUNTY; and,

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

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

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

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

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

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

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "Base Payment" means an amount equal to \$150 multiplied by the entire Solar Power Plant Net Acreage and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after 2013 (currently \$162 per acre in 2017).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

equipment, spaces contiguous to solar collection equipment, transformers, transmission lines and piping, transmission facilities, buildings, structures, service roads (regardless of surface type and including service roads between collectors), and fencing surrounding all such areas. "Solar Power Plant Net Acreage" shall not include any access roads outside the Property, and shall not include any areas specifically designated and set aside either as environmentally sensitive land or open space land, and shall not include the fencing of such designated lands. The Solar Power Plant Net Acreage under the Existing Development Approvals is 664 acres for Unit 1, 967 acres for Unit 2, and 393 acres for Unit 3; total Solar Power Plant Net Acreage is 2024 acres and is described and shown on Exhibit "F" to this Agreement. In the event the Project is modified by any Subsequent Development Approval, the Planning Director, in consultation with the County Executive Officer and County Counsel, shall recalculate the Solar Power Plant Net Acreage as part of such Subsequent Development Approval and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Agreement after the effective date of such Subsequent Development Approval.

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

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

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

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

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

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

Exhibit "C" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" -- Solar Power Plant.

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

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

Exhibit "H" -- Annual Review Template

2. GENERAL PROVISIONS.

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

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

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

2.4 Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) OWNER's election to terminate this Agreement. If OWNER elects not to develop all or a portion of the Property as a Solar Power Plant, OWNER shall provide notice of such election to the COUNTY, such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 3684) and Public Use Permit (PUP No. 916) shall be null and void as to the Property that is the subject of such notice of termination. Following receipt of OWNER's notice of election to terminate this Agreement, OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Solar Power Plants)" set forth in COUNTY Resolution No. 2012-047.

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

2.7 Notices.

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

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

If to COUNTY:

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

with copies to:

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

and

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

and

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

If to OWNER:

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

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

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

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

3. DEVELOPMENT OF THE PROPERTY.

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

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

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

3.4 Phasing Plan. Development of the Property may occur in phases. Each phase will be defined by the OWNER at the time the OWNER submits design plans to COUNTY for grading and building permits to allow Solar Power Plant construction. Presently, the OWNER anticipates that the first phase will include Unit 1 (up to 145 MW), the second phase will include Unit 2 (up to 221 MW), and the third phase will include Unit 3 (up to 104 MW). 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 a three-year period with construction activities occurring simultaneously; peak construction would occur over 24 months. However, the phases can be constructed in any order. Further, the boundaries and acreages of the phases may differ from those depicted on Exhibit E. If the development of the Solar Power Plant occurs in phases, the Annual Public Benefits Payments called for in Section 4.2 shall be based on the entire Solar Power Plant Net Acreage of that subject phase as that phase is defined by OWNER at the time OWNER submits design plans to COUNTY for grading and building permits to allow Solar Power Plant construction of that subject phase.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such

change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

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

3.6 Reservations of Authority.

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

- (a) Processing fees and charges of every kind and nature imposed by COUNTY to cover the estimated actual costs to COUNTY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
- (c) Regulations governing construction standards and specifications including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County.
- (d) Regulations imposing Development Exactions. However, given the remoteness of the location of the Project and its current agricultural use, it is unanticipated that COUNTY will adopt any Development Exactions applicable to the development of the Property within the next three years. For that reason, no subsequently adopted Development Exaction shall be applicable to development of the Property for a period of five years from the Effective Date of this Agreement.

Five years and one day from the Effective Date of this Agreement, no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

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

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

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

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

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

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

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

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

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

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

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

provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

4. PUBLIC BENEFITS.

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

4.2 Annual Public Benefit Payments.

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

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

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

4.2.3 Suspension of Power Production. In the event the County takes action which compels a Solar Power Plant included in the Solar Power Plant Net Acreage to stop all power production for a period longer than 90 consecutive days for any reason other than a default under this Agreement or a violation of the conditions of approval of any Existing Development Approval or Subsequent Development Approval, the next payment due

under Subsection 4.2.2 may be reduced up to 50 percent based on the period of time the Solar Power Plant was compelled to remain inoperative.

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

4.3 Local Sales and Use Taxes. OWNER and COUNTY acknowledge and agree that solar power plant owners have substantial control with respect to sales and use taxes payable in connection with the construction of a solar power plant and a corresponding responsibility to assure that such sales and use taxes are reported and remitted to the California State Board of Equalization (BOE) as provided by law. To ensure allocation directly to COUNTY, to the maximum extent possible under the law, of the sales and use taxes payable in connection with the construction of the solar power plant including, OWNER shall do the following, consistent with law:

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

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

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

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

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

(f) OWNER shall deliver to COUNTY or its designee (as provided in section (g) below) copies of all sales and use tax returns pertaining to the solar power plant filed by the OWNER, its contractors and Major Subcontractors. Such returns shall be delivered to COUNTY or its designee within thirty (30) days of filing with the BOE. Such returns may be redacted to protect, among other things, proprietary information and may be supplemented by additional evidence that payments made complied with this policy.

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

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

5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate, COUNTY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER also agrees that it will not initiate and/or cooperate in the formation of any such special assessment district, community facilities district or alternate

financing mechanism involving any other public agency without the prior written consent of the COUNTY.

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

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

(b) If OWNER is in default in the payment of any taxes and/or assessments, OWNER shall be considered to be in default of this Agreement and COUNTY may, in its sole discretion, initiate proceedings pursuant to Section 8.4 of this Agreement.

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

6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

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

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

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

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

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

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

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

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

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 4.2.6 (c) and Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

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

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

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

9. THIRD PARTY LITIGATION.

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

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

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

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

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

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

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

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, COUNTY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend COUNTY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse COUNTY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

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

10. MORTGAGEE PROTECTION.

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

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

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

(c) If COUNTY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, COUNTY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the

notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, eviction or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to solar power plant use except in full compliance with this Agreement. A Mortgagee in possession shall not have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by COUNTY, the performance thereof shall continue to be a condition precedent to COUNTY's performance hereunder. All payments called for under Sections 4.1, 4.2, 4.3, and 4.4 of this Agreement shall be a condition precedent to COUNTY's performance under this Agreement. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

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

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

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

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

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

11.6 Gender and Number. As used herein, the neuter gender includes the masculine and feminine, the feminine gender includes the masculine, and the masculine gender includes the feminine. As used herein, the singular of any word includes the plural.

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

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

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

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

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

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

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act

hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

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

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

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

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

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

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the TLMA Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and

business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

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

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

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

COUNTY OF RIVERSIDE

Dated:

By: _____
JOHN TAVAGLIONE

Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

By: _____

Deputy

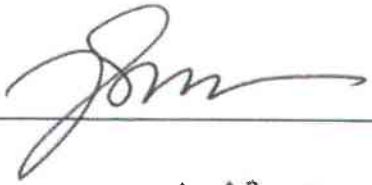
(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: Tiffany N. North 8/17/17
TIFFANY N. NORTH


OWNER:

RENEWABLE RESOURCES GROUP LLC

Dated:

By: 

Print Name and Title: J. ARI SWILLER, MEMBER
a.k.a. Jacob Aryeh Swiller

By: 

Print Name and Title: D. COLE FRATES, MEMBER
a.k.a. Duncan Cole Frates

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On August 21, 2017 before me, Brenda L. Cabrera notary public,
(Here insert name and title of the officer)

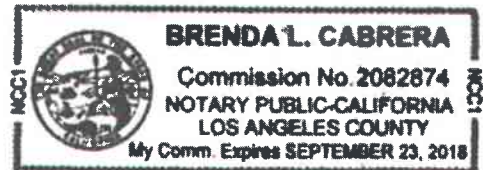
personally appeared Jalob Argen Swiller,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On August 21, 2017 before me, Brenda L. Cabrera, notary public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature]
 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer _____
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - Securely attach this document to the signed document with a staple.

AR000037

OWNER:

GILA FARM LAND LLC

Dated:

By: 

Print Name and Title: J. ARI SWILLER, MEMBER
a.k.a. Jacob Arjen Swiller

By: 

Print Name and Title: D. COLE FRATES, MEMBER
a.k.a. Duncan Cole Frates

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

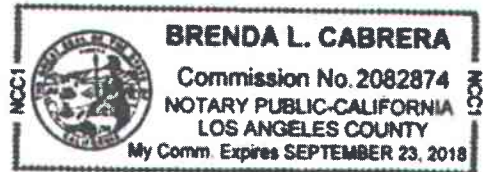
County of Los Angeles }

On August 21, 2017 before me, Brenda L. Cabrera, notary public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.



[Signature]
Notary Public Signature

(Notary Public Seal)

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- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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State of California }

County of Los Angeles }

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(Here insert name and title of the officer)

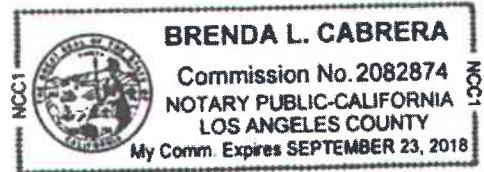
personally appeared Duncan Cole Frates,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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WITNESS my hand and official seal.

[Signature]
 Notary Public Signature

(Notary Public Seal)



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 Corporate Officer

(Title)

Partner(s)
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 Trustee(s)
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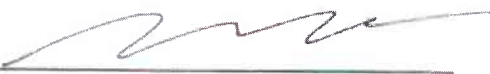
OWNER:

A&F GROWERS LLC

Dated:

By: 

Print Name and Title: J. ARI SWILLER, MEMBER
a.k.a. Jacob Argen Swiller

By: 

Print Name and Title: D. COLE FRATES, MEMBER
a.k.a. Duylan Cole Frates

(ALL SIGNATURES SHALL BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.
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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

On August 21, 2017 before me, Brenda L. Cabrera notary public
(Here insert name and title of the officer)

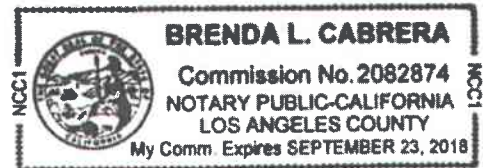
personally appeared Jacob Argen Swiller,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) (S) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their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

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

WITNESS my hand and official seal.


 Notary Public Signature

(Notary Public Seal)



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CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

AR000042

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

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(Here insert name and title of the officer)

personally appeared Duncan Cole Frates

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that

he/she/they executed the same in his/her/their authorized capacity(ies), and that by

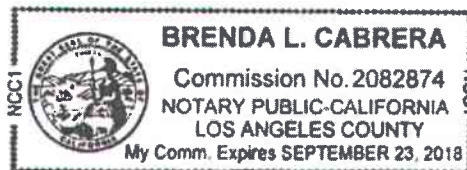
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WITNESS my hand and official seal.

[Signature]
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Development Agreement No. 86

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"

Page 1 of 12

DEVELOPMENT AGREEMENT NO. _____

AREA 1

ALL OF THE REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN PARCELS 1 THROUGH 34 PER PARCEL MAP 14,293, AS FILED IN BOOK 108 PAGES 11 THROUGH 20, INCLUSIVE, OF PARCEL MAPS AND PARCELS 1 THROUGH 8, INCLUSIVE, PER PARCEL MAP 14,093, AS FILED IN BOOK 105 PAGES 78 THROUGH 87, INCLUSIVE OF PARCEL MAPS, ABL RECORDS SAID COUNTY, TOGETHER WITH SECTION 16 AND PORTIONS OF SECTIONS 8, 15, 17 AND 23 TOWNSHIP 6 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHWEST CORNER OF PARCEL 3, OF SAID PARCEL MAP NO. 14,293, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SECTION 18, IN SAID TOWNSHIP AND RANGE; THENCE

1. NORTH $02^{\circ} 01' 35''$ WEST 2634.17 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF SAID PARCEL MAP, ALSO BEING THE WEST QUARTER CORNER OF SECTION 8;
2. THENCE NORTH $89^{\circ} 11' 01''$ EAST 2639.05 FEET TO THE NORTHEAST CORNER OF PARCEL 2 OF SAID PARCEL MAP, ALSO BEING THE CENTER OF SECTION 8;
3. THENCE NORTH $89^{\circ} 07' 29''$ EAST 2622.41 FEET TO THE NORTHEAST CORNER OF PARCEL 5 OF SAID PARCEL MAP, ALSO BEING THE EAST QUARTER CORNER OF SECTION 8;
4. THENCE NORTH $89^{\circ} 15' 58''$ EAST 3968.75 FEET TO THE NORTHEAST CORNER OF PARCEL 10 OF SAID PARCEL MAP;
5. THENCE SOUTH $02^{\circ} 22' 52''$ EAST 2627.02 FEET TO THE SOUTHEAST CORNER OF PARCEL 11 OF SAID PARCEL MAP;
6. THENCE NORTH $89^{\circ} 04' 05''$ EAST 1331.39 FEET TO THE NORTHWEST CORNER OF SECTION 15;
7. THENCE ALONG THE NORTHERLY LINE OF SECTION 15 NORTH $89^{\circ} 36' 44''$ EAST 2506.70 FEET TO THE NORTH QUARTER CORNER OF SECTION 15;
8. THENCE ALONG THE EASTERLY LINE OF THE WEST HALF OF SECTION 15 SOUTH $01^{\circ} 44' 28''$ EAST 1331.39 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15;
9. THENCE ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 NORTH $89^{\circ} 39' 34''$ EAST 1259.76 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15;
10. THENCE ALONG THE EASTERLY LINE OF THE WEST HALF OF THE EAST HALF OF SECTION 15 SOUTH $02^{\circ} 00' 56''$ EAST 2662.93 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15;
11. THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 NORTH $89^{\circ} 51' 11''$ EAST 1272.63 FEET TO THE

EXHIBIT "A"

Page 2 of 12

NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15;

12. THENCE ALONG THE EASTERLY LINE OF SECTION 15 SOUTH $02^{\circ} 17' 21''$ EAST 1333.82 FEET TO THE NORTHEAST CORNER OF SECTION 22, ALSO BEING THE NORTHEAST CORNER OF PARCEL 1, AS SHOWN IN SAID PARCEL MAP NO. 14,093;
13. THENCE ALONG THE NORTHERLY LINE OF SECTION 23 NORTH $88^{\circ} 26' 38''$ EAST 166.98 FEET;
14. THENCE LEAVING SAID NORTHERLY LINE SOUTH $01^{\circ} 49' 44''$ EAST 1290.32 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23;
15. THENCE ALONG SAID SOUTHERLY LINE SOUTH $88^{\circ} 41' 17''$ WEST 178.85 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 1;
16. THENCE SOUTH $89^{\circ} 43' 51''$ WEST 5104.54 FEET TO THE SOUTHWEST CORNER OF PARCEL 4, AS SHOWN IN SAID PARCEL MAP NO. 14,093;
17. THENCE SOUTH $01^{\circ} 47' 56''$ EAST 3941.22 FEET TO THE SOUTHEAST CORNER OF PARCEL 6 OF SAID PARCEL MAP, ALSO BEING THE NORTHEAST CORNER OF SECTION 28;
18. THENCE SOUTH $88^{\circ} 39' 57''$ WEST 2647.03 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 6, ALSO BEING THE SOUTH QUARTER CORNER OF SECTION 21;
19. THENCE SOUTH $89^{\circ} 12' 49''$ WEST 2640.04 FEET TO THE NORTHWEST CORNER OF SECTION 28;
20. THENCE SOUTH $89^{\circ} 13' 44''$ WEST 1150.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 8 OF SAID PARCEL MAP;
21. THENCE NORTH $01^{\circ} 44' 03''$ WEST 2641.22 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 8;
22. THENCE NORTH $89^{\circ} 14' 00''$ EAST 1150.00 FEET TO THE WEST QUARTER CORNER OF SECTION 21;
23. THENCE NORTH $89^{\circ} 05' 16''$ EAST 2641.39 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 6;
24. THENCE NORTH $01^{\circ} 42' 11''$ WEST 2634.64 FEET TO THE NORTHWEST CORNER OF PARCEL 5 OF SAID PARCEL MAP, ALSO BEING THE NORTH QUARTER CORNER OF SECTION 21;
25. THENCE SOUTH $89^{\circ} 15' 23''$ WEST 2643.23 FEET TO THE SOUTHEAST CORNER OF PARCEL 29, AS SHOWN IN SAID PARCEL MAP NO. 14,293, ALSO BEING THE NORTHWEST CORNER OF SECTION 21;
26. THENCE SOUTH $89^{\circ} 13' 43''$ WEST 2636.72 FEET TO THE NORTHEAST CORNER OF PARCEL 34 OF SAID PARCEL MAP, ALSO BEING THE NORTH QUARTER CORNER OF SECTION 20;
27. THENCE SOUTH $01^{\circ} 41' 38''$ EAST 1321.10 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 34 OF SAID PARCEL MAP;

EXHIBIT "A"

Page 3 of 12

28. THENCE SOUTH 89° 08' 28" WEST 659.90 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 34;
29. THENCE NORTH 01° 41' 25" WEST 1320.04 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 34;
30. THENCE SOUTH 89° 02' 55" WEST 1979.40 FEET TO THE NORTHEAST CORNER OF PARCEL 31 OF SAID PARCEL MAP, ALSO BEING THE NORTHWEST CORNER OF SECTION 20;
31. THENCE SOUTH 01° 40' 46" EAST 2633.68 FEET TO THE SOUTHEAST CORNER OF PARCEL 33 OF SAID PARCEL MAP, ALSO BEING THE EAST QUARTER CORNER OF SECTION 19;
32. THENCE SOUTH 89° 35' 48" WEST 2671.40 FEET TO THE SOUTHWEST CORNER OF PARCEL 32 OF SAID PARCEL MAP, ALSO BEING THE CENTER OF SECTION 19;
33. THENCE NORTH 01° 01' 25" WEST 2625.70 FEET TO THE NORTHWEST CORNER OF PARCEL 30 OF SAID PARCEL MAP, ALSO BEING THE SOUTH QUARTER CORNER OF SECTION 18;
34. THENCE SOUTH 89° 54' 10" WEST 2893.37 FEET TO THE SOUTHWEST CORNER OF PARCEL 16 OF SAID PARCEL MAP, ALSO BEING THE NORTHWEST CORNER OF SECTION 19;
35. THENCE NORTH 01° 43' 15" WEST 1318.23 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 16;
36. THENCE NORTH 89° 43' 35" EAST 2889.04 FEET TO THE SOUTHWEST CORNER OF PARCEL 18 OF SAID PARCEL MAP;
37. THENCE NORTH 02° 17' 08" WEST 1327.53 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 18, ALSO BEING THE CENTER OF SECTION 18;
38. THENCE NORTH 89° 32' 53" EAST 2687.81 FEET TO THE NORTHEAST CORNER OF PARCEL 19 OF SAID PARCEL MAP, ALSO BEING THE WEST QUARTER CORNER OF SECTION 17;
39. THENCE NORTH 01° 31' 55" WEST 2640.52 FEET TO THE POINT OF BEGINNING

EXCEPTING, THEREFROM

EXCEPTION 1

THE PORTION OF SECTION 9, SAID TOWNSHIP AND RANGE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF SECTION 9, THENCE SOUTH 89° 04' 05" WEST 1331.39 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 11, THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 89° 04' 05" WEST 1331.39 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, ALSO BEING THE TRUE POINT OF BEGINNING:

1. THENCE SOUTH 89° 04' 05" WEST 1331.39 FEET TO THE SOUTHEAST CORNER OF PARCEL 8 OF SAID PARCEL MAP;
2. THENCE NORTH 02° 00' 25" WEST 1317.90 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 8;

EXHIBIT "A"

Page 4 of 12

3. THENCE NORTH 89° 10' 00" EAST 1327.17 FEET TO THE NORTHWEST CORNER OF PARCEL 11 OF SAID PARCEL MAP;
4. THENCE SOUTH 02° 11' 34" EAST 1315.70 FEET TO THE TRUE POINT OF BEGINNING
CONTAINING AN AREA OF 40.174 ACRES, MORE OR LESS.

EXCEPTION 2

REAL PROPERTY BEING THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15;

1. THENCE NORTH 01° 11' 21" WEST 1320.11 FEET;
2. THENCE NORTH 89° 51' 11" EAST 2545.31 FEET;
3. THENCE SOUTH 01° 44' 28" EAST 1326.90 FEET;
4. THENCE SOUTH 89° 59' 55" WEST 2558.21 FEET TO THE POINT OF BEGINNING
CONTAINING AN AREA OF 77.508 ACRES, MORE OR LESS.

WHEREAS AREA 1 CONTAINS AN AREA OF 3324.416 ACRES, MORE OR LESS.

PRELIMINARY

EXHIBIT "A"

Page 5 of 12

AREA 2

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS 12 AND 17 THROUGH 24, AS SHOWN IN PARCEL MAP NO. 14,093, RECORDED IN BOOK 105, PAGES 78 TO 87 OF PARCEL MAPS, RIVERSIDE COUNTY OFFICIAL RECORDS; SAID REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 12, THENCE SOUTH 01° 08' 25" EAST 35.00 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THE SOUTHERN CALIFORNIA EDISON CO. EASEMENT, SHOWN ON SAID MAP, BEING THE TRUE POINT OF BEGINNING;

1. THENCE ALONG SAID LINE NORTH 88° 58' 01" EAST 1226.59 FEET TO THE SOUTHWESTERLY LINE OF ROAD EASEMENT DEDICATION PER SAID MAP;
2. THENCE ALONG SAID LINE SOUTH 45° 19' 29" EAST 14.48 FEET TO THE WESTERLY LINE OF SAID DEDICATION;
3. THENCE ALONG SAID LINE SOUTH 00° 23' 01" WEST 2532.21 FEET TO A POINT ALONG THE SOUTHERLY LINE OF SAID PARCEL 12, ALSO BEING THE NORTHERLY LINE OF PARCEL 17 PER SAID MAP;
4. THENCE SOUTH 46° 29' 23" EAST 123.04 FEET TO A POINT ALONG THE WESTERLY LINE OF SAID SOUTHERN CALIFORNIA EDISON CO. EASEMENT;
5. THENCE ALONG SAID WESTERLY LINE SOUTH 01° 29' 23" EAST 2627.84 FEET;
6. THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 01° 19' 39" EAST 1327.11 FEET;
7. THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 01° 17' 05" EAST 1229.18 FEET TO A POINT ALONG THE SOUTHERLY LINE OF PARCEL 23 PER SAID MAP, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF HOBSON WAY;
8. THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 88° 59' 42" WEST 950.32 FEET;
9. THENCE ALONG SAID RIGHT-OF-WAY LINE TO THE BEGINNING OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 35,055.00 FEET THROUGH A CENTRAL ANGLE OF 00° 27' 13"; THENCE ALONG SAID CURVE 277.53 FEET;
10. TO THE BEGINNING OF COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 35,055.00 FEET THROUGH A CENTRAL ANGLE OF 00° 05' 25"; THENCE ALONG SAID CURVE 55.15 FEET TO A POINT ALONG THE WESTERLY LINE OF PARCEL 24;
11. THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG SAID WESTERLY LINE NORTH 01° 05' 19" WEST 125.00 FEET;
12. THENCE LEAVING SAID WESTERLY LINE TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 35,180.00 FEET THROUGH A CENTRAL ANGLE OF 00° 05' 19"; THENCE ALONG SAID CURVE 54.34 FEET;
13. TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 35,180.00 FEET THROUGH A CENTRAL ANGLE OF 00° 27' 13"; THENCE ALONG SAID CURVE 278.52 FEET;

EXHIBIT "A"

Page 6 of 12

14. THENCE NORTH 88° 59' 42" EAST 824.71 FEET;
 15. THENCE NORTH 01° 17' 05" WEST 1103.47 FEET;
 16. THENCE NORTH 01° 19' 39" WEST 1326.93 FEET;
 17. THENCE NORTH 01° 29' 23" WEST 2575.89 FEET;
 18. THENCE NORTH 46° 29' 23" WEST 123.07 FEET;
 19. THENCE NORTH 01° 29' 23" WEST 53.03 FEET;
 20. THENCE NORTH 00° 23' 01" EAST 2417.27 FEET;
 21. THENCE SOUTH 88° 58' 01" WEST 1108.60 FEET TO A POINT ALONG THE WESTERLY LINE OF PARCEL 12;
 22. THENCE ALONG SAID WESTERLY LINE NORTH 01° 08' 25" WEST 125.00 FEET TO THE **TRUE POINT OF BEGINNING**
- CONTAINING AN AREA OF 29.033 ACRES, MORE OR LESS.

PRELIMINARY

EXHIBIT "A"

Page 7 of 12

AREA 3

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS 42 THROUGH 46, AS SHOWN IN PARCEL MAP NO. 14,093, RECORDED IN BOOK 105, PAGES 78 TO 87 OF PARCEL MAPS, RIVERSIDE COUNTY OFFICIAL RECORDS; SAID REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF HOBSON WAY, ALSO BEING THE NORTHEAST CORNER OF PARCEL 46;

1. THENCE SOUTH $01^{\circ} 09' 39''$ EAST 125.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL;
2. THENCE LEAVING SAID EASTERLY LINE TO THE BEGINNING OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 34,820.00 FEET THROUGH A CENTRAL ANGLE OF $00^{\circ} 16' 42''$; THENCE ALONG SAID CURVE 169.23 FEET;
3. THENCE SOUTH $88^{\circ} 10' 12''$ WEST 98.22 FEET;
4. THENCE SOUTH $88^{\circ} 18' 16''$ WEST 4282.06 FEET;
5. THENCE SOUTH $00^{\circ} 00' 00''$ EAST 887.52 FEET TO A POINT ALONG THE SOUTHERLY LINE OF PARCEL 42, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10 HIGHWAY;
6. THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH $89^{\circ} 16' 48''$ WEST 125.01 FEET TO A POINT ALONG THE EASTERLY LINE OF A 60 FEET ACCESS EASEMENT PER SAID MAP;
7. THENCE ALONG SAID EASTERLY LINE NORTH $00^{\circ} 00' 00''$ EAST 1010.44 FEET TO A POINT ALONG THE NORTHERLY LINE OF PARCEL 42, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF HOBSON WAY;
8. THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH $88^{\circ} 18' 16''$ EAST 4403.27 FEET;
9. THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH $88^{\circ} 10' 12''$ EAST 98.07 FEET;
10. THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE TO THE BEGINNING OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 34,945.00 FEET THROUGH A CENTRAL ANGLE OF $00^{\circ} 16' 48''$; THENCE ALONG SAID CURVE 170.69 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 15.954 ACRES, MORE OR LESS.

EXHIBIT "A"

Page 8 of 12

AREA 4

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS 1, 2, 10, 11, 12 AND 17, AS SHOWN IN PARCEL MAP NO. 14,453, RECORDED IN BOOK 100, PAGES 52 TO 58 OF PARCEL MAPS, RIVERSIDE COUNTY OFFICIAL RECORDS: SAID REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 2, THENCE NORTH 89° 16' 44" EAST 359.00 FEET ALONG THE NORTHERLY PROPERTY LINE OF SAID PARCEL, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10 HIGHWAY TO THE TRUE POINT OF BEGINNING:

1. THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89° 16' 44" EAST 348.02 FEET;
2. THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 00° 00' 00" EAST 125.01 FEET;
3. THENCE SOUTH 89° 16' 44" WEST 286.44 FEET
4. THENCE SOUTH 37° 59' 38" WEST 8,222.01 FEET TO A POINT ALONG THE NORTHERLY LINE OF A 30 FEET ROAD EASEMENT PER SAID MAP;
5. THENCE ALONG SAID ROAD EASEMENT SOUTH 89° 09' 43" WEST 403.16 FEET TO A POINT ALONG THE WESTERLY LINE OF PARCEL 11;
6. THENCE ALONG SAID WESTERLY LINE NORTH 00° 46' 53" WEST 125.00 FEET;
7. THENCE NORTH 89° 09' 43" EAST 343.17 FEET;
8. THENCE NORTH 37° 59' 38" EAST 8,222.17 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING AN AREA OF 25.573 ACRES, MORE OR LESS.

PRELIMINARY

EXHIBIT "A"

Page 9 of 12

AREA 5

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS 5 THROUGH 9 AND 12 THROUGH 16, AS SHOWN IN PARCEL MAP NO. 14,907, RECORDED IN BOOK 87, PAGES 96 TO 98 OF PARCEL MAPS, RIVERSIDE COUNTY OFFICIAL RECORDS; SAID REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 16TH AVENUE, ALSO BEING THE SOUTHWEST CORNER OF PARCEL 9;

1. THENCE NORTH 00° 00' 00" EAST 1,284.07 FEET ALONG THE WESTERLY LINE OF PARCEL 9;
2. THENCE NORTH 89° 51' 18" WEST 1,340.00 FEET ALONG THE SOUTHERLY LINE OF PARCEL 7 AND PARCEL 6;
3. THENCE SOUTH 00° 00' 00" EAST 1,285.39 FEET ALONG THE EASTERLY LINE OF PARCEL 12 TO A POINT ALONG SAID RIGHT-OF-WAY LINE;
4. THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89° 54' 41" WEST 743.70 FEET;
5. THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE NORTH 89° 57' 25" WEST 2,583.32 FEET;
6. THENCE NORTH 42° 35' 27" WEST 33.96 FEET TO THE SOUTHERNMOST POINT OF THE RIGHT-OF-WAY LINE OF MESA DRIVE PER SAID MAP;
7. THENCE LEAVING 16TH AVENUE RIGHT-OF-WAY LINE AND ALONG MESA DRIVE RIGHT-OF-WAY LINE NORTH 00° 00' 00" EAST 100.02 FEET;
8. THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89° 57' 25" EAST 2,606.50 FEET;
9. THENCE SOUTH 89° 54' 41" EAST 618.50 FEET;
10. THENCE NORTH 00° 00' 00" EAST 1,285.52 FEET;
11. THENCE SOUTH 89° 51' 18" EAST 1,590.01 FEET;
12. THENCE SOUTH 00° 00' 00" EAST 1,283.95 FEET;
13. THENCE SOUTH 89° 54' 41" EAST 430.55 FEET;
14. THENCE NORTH 89° 53' 56" EAST 114.44 FEET TO A POINT ALONG THE EASTERLY LINE OF PARCEL 9, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF RANNELLS BOULEVARD PER SAID MAP;
15. THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00° 03' 13" WEST 110.04 FEET;
16. THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE RIGHT-OF-WAY LINE OF 16TH AVENUE SOUTH 44° 58' 34" WEST 21.19 FEET;
17. THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 89° 53' 56" WEST 99.35 FEET;

EXHIBIT "A"

Page 10 of 12

18. THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE NORTH 89° 54' 41" WEST 555.56 FEET
TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 22.745 ACRES, MORE OR LESS.

PRELIMINARY

EXHIBIT "A"

Page 11 of 12

AREA 6

REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS 12 AND 13, AS SHOWN IN PARCEL MAP NO. 16,920, RECORDED IN BOOK 112, PAGES 44 TO 49 OF PARCEL MAPS, RIVERSIDE COUNTY OFFICIAL RECORDS; SAID REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 21 EAST, SAN BERNARDINO MERIDIAN; THENCE SOUTH 45° 05' 37" WEST 77.64 FEET TO THE NORTHERNMOST POINT OF THE RIGHT-OF-WAY LINE OF MESA DRIVE PER SAID MAP, ALSO BEING THE TRUE POINT OF BEGINNING;

1. THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00° 00' 45" EAST 100.06 FEET;
 2. THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 89° 52' 00" WEST 2,593.31 FEET TO A POINT ALONG THE WESTERLY LINE OF PARCEL 12;
 3. THENCE ALONG SAID WESTERLY LINE NORTH 00° 01' 26" WEST 125.00 FEET;
 4. THENCE SOUTH 89° 52' 00" EAST 45.04 FEET TO A POINT ALONG THE SOUTHERLY LINE OF A 30 FEET ROAD EASEMENT PER SAID MAP;
 5. THENCE ALONG SAID EASEMENT SOUTH 89° 52' 00" EAST 2,548.30 FEET;
 6. THENCE SOUTH 00° 00' 45" EAST 24.94 FEET TO THE TRUE POINT OF BEGINNING
- CONTAINING AN AREA OF 7.442 ACRES, MORE OR LESS.

PRELIMINARY

EXHIBIT "A"

Page 12 of 12

AREA 7

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

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

CONTAINING AN AREA OF 78 ACRES. MORE OR LESS.

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

PREPARED BY ME OR UNDER MY DIRECTION.

WILLIAM ROHAL
PLS 8805

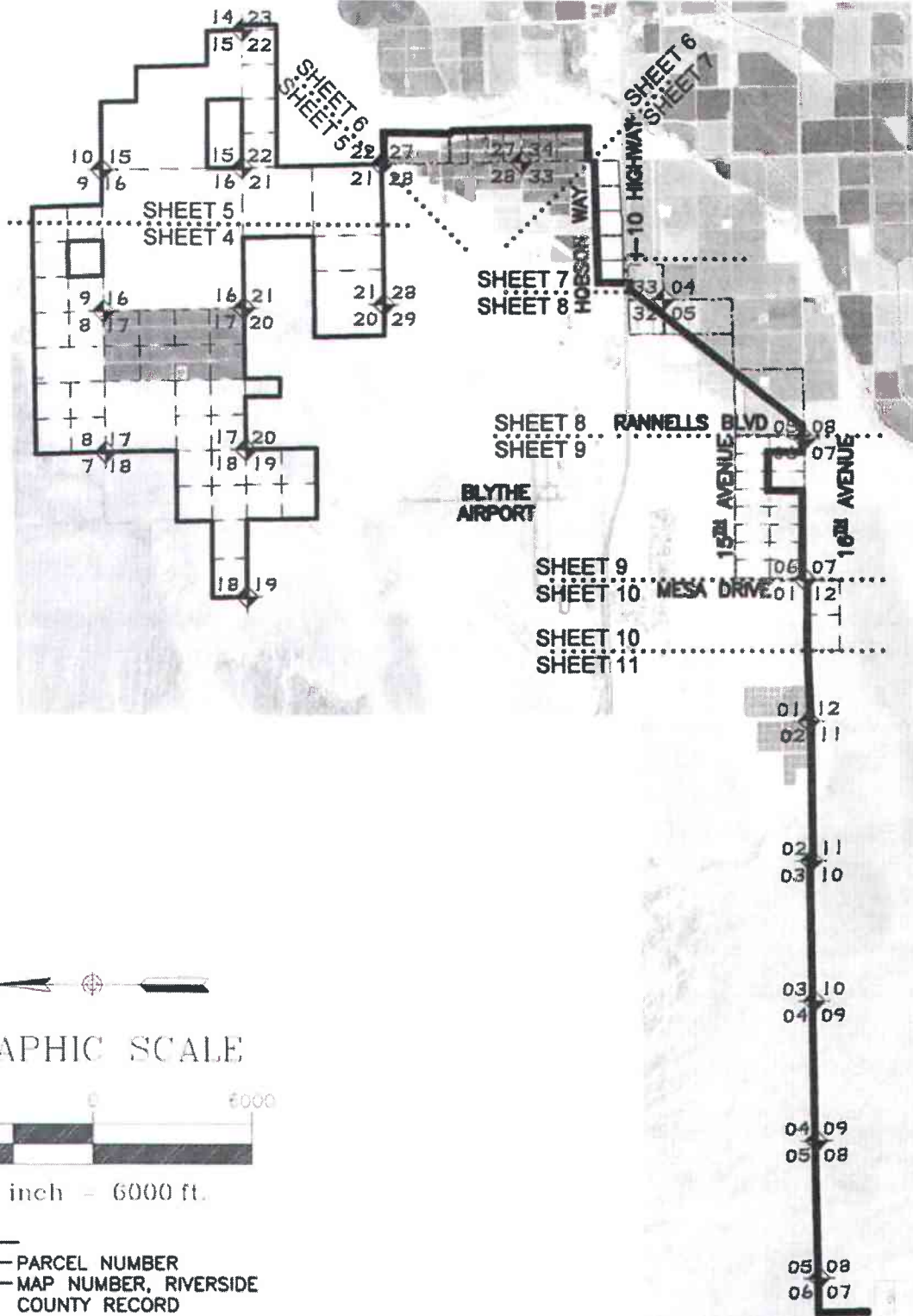
DATE

Development Agreement No. 86

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

EXHIBIT "B"



GRAPHIC SCALE



1 inch = 6000 ft.

LEGEND:

- #1 — PARCEL NUMBER
- 14,293 — MAP NUMBER, RIVERSIDE COUNTY RECORD
- ◆ — SECTION CORNER

PROGRESS PRINT

PROJECT NO. 17869



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 (FAX)916.934.5144

**BLYTHE MESA SOLAR
 PROJECT - PHASE II**

EXHIBIT

DATE: 11/07/2016

DRAWN BY: FCA

CHECKED BY: BR

SCALE: NO SCALE

SHEET 1 OF 11

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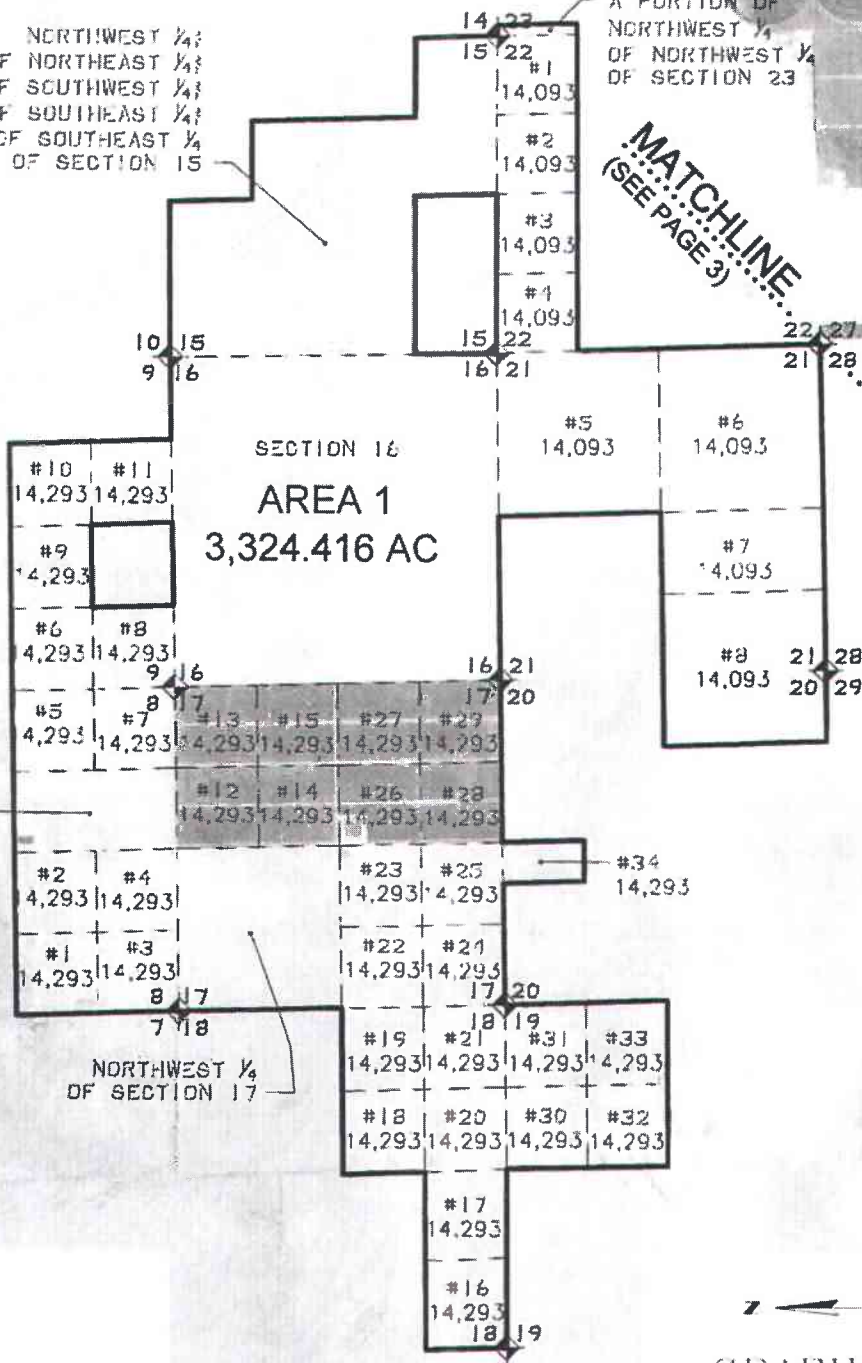
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EXHIBIT "B"

NORTHWEST 1/4
SOUTHWEST 1/4 OF NORTHEAST 1/4
NORTH 1/2 OF SOUTHWEST 1/4
WEST 1/2 OF SOUTHEAST 1/4
SOUTHEAST 1/4 OF SOUTHWEST 1/4
OF SECTION 15

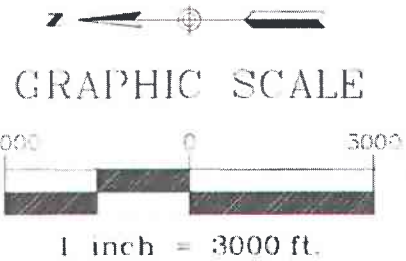
A PORTION OF
NORTHWEST 1/4
OF NORTHWEST 1/4
OF SECTION 23

MATCHLINE
(SEE PAGE 3)



LEGEND:

- # 1 — PARCEL NUMBER
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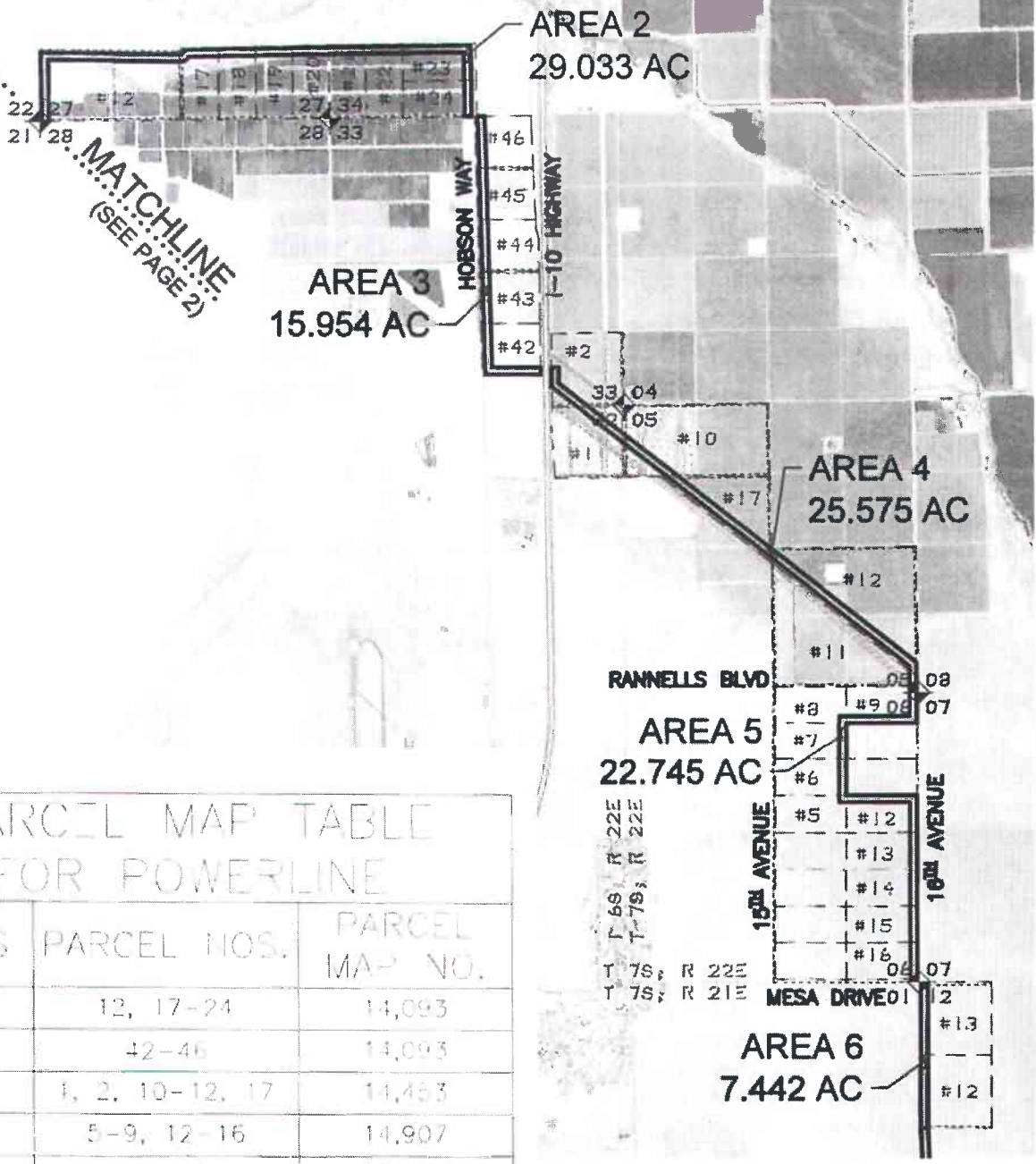
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SCALE: 1"=3000'

SHEET 2 OF 11

AR00059

EXHIBIT "B"



PARCEL MAP TABLE FOR POWERLINE

AREAS	PARCEL NOS.	PARCEL MAP NO.
2	12, 17-24	14,093
3	42-46	14,093
4	1, 2, 10-12, 17	14,453
5	5-9, 12-16	14,907
6	12, 13	16,920

LEGEND:

- #1 — PARCEL NUMBER
- 14,293 — MAP NUMBER, RIVERSIDE COUNTY RECORD
- ◆ — SECTION CORNER

PROGRESS PRINT

GRAPHIC SCALE



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DATE: 11/07/2016

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CHECKED BY: BR

SCALE: 1"=3000'

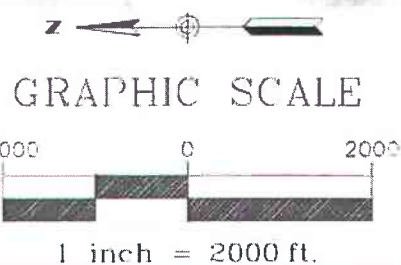
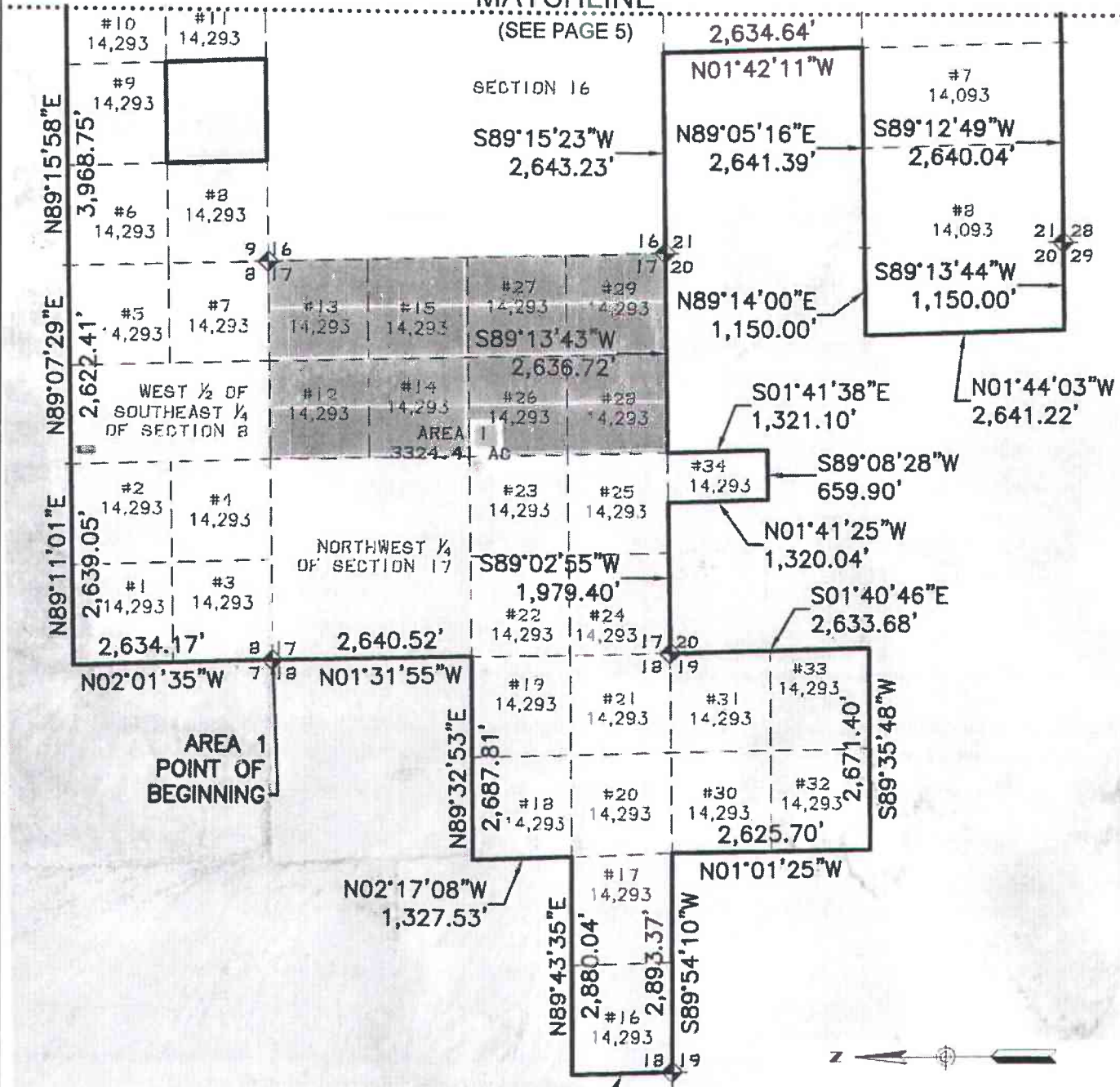
SHEET 3 OF 11

AR000060

EXHIBIT "B"

MATCHLINE

(SEE PAGE 5)



LEGEND:

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- 14,293 → MAP NUMBER, RIVERSIDE COUNTY RECORD
- ◆ → SECTION CORNER

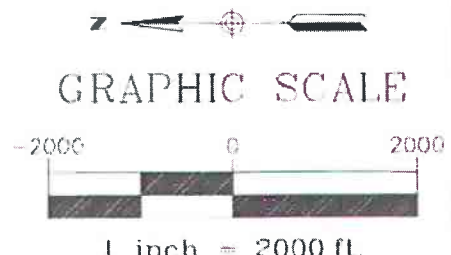
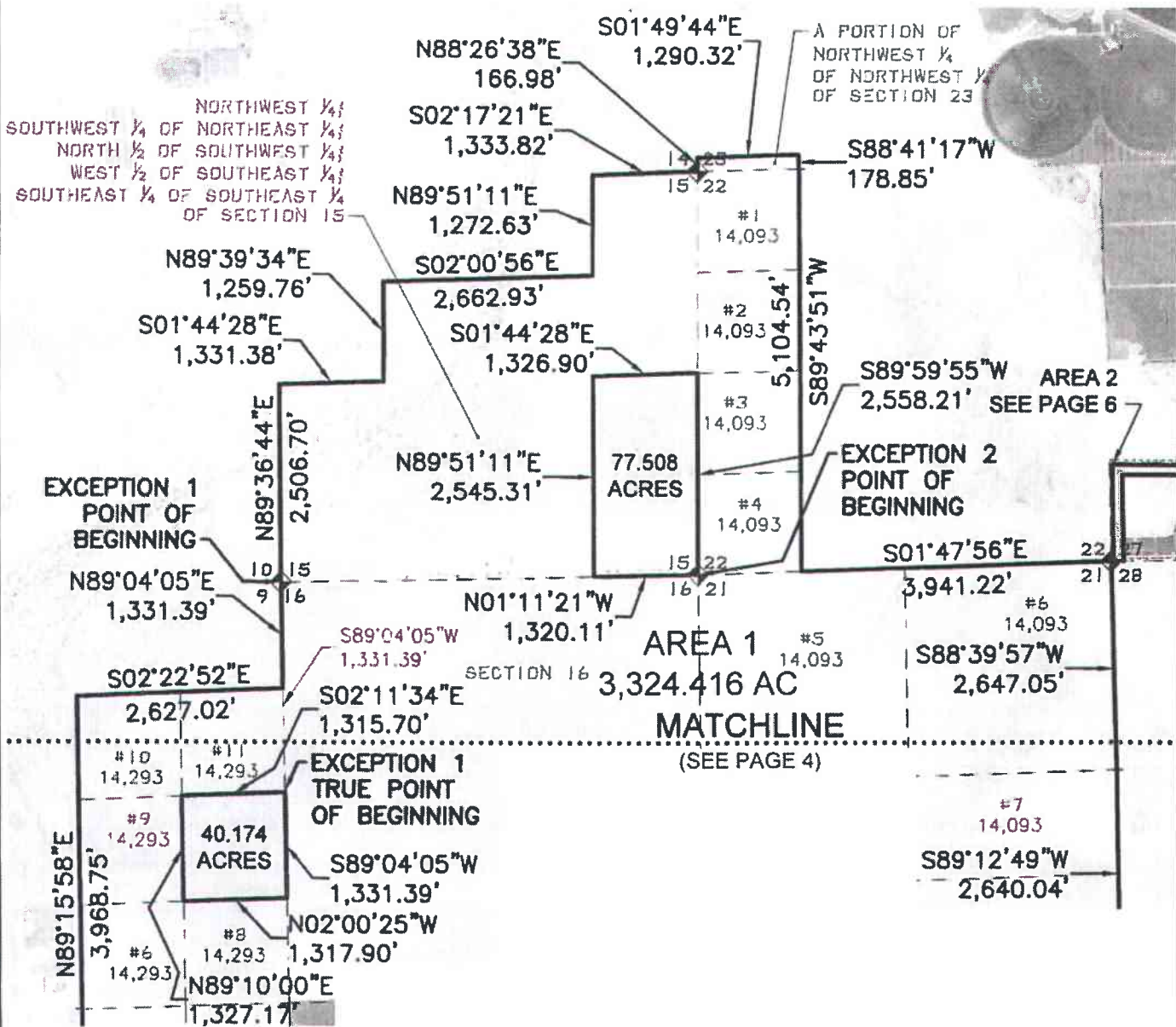
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<p>PROJECT NO. 17869</p>	<p>RICK ENGINEERING COMPANY</p> <p>2525 EAST BIDWELL STREET FOLSOM, CA 95630 916.638.8200 (FAX)916.934.5144</p>	<p>BLYTHE MESA SOLAR PROJECT - PHASE II</p> <p>EXHIBIT</p>	<p>DATE: 11/07/2016</p> <p>DRAWN BY: FCA</p> <p>CHECKED BY: BR</p> <p>SCALE: 1"=2000'</p> <p>SHEET 4 OF 11</p>
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- LEGEND:**
- #1 — PARCEL NUMBER
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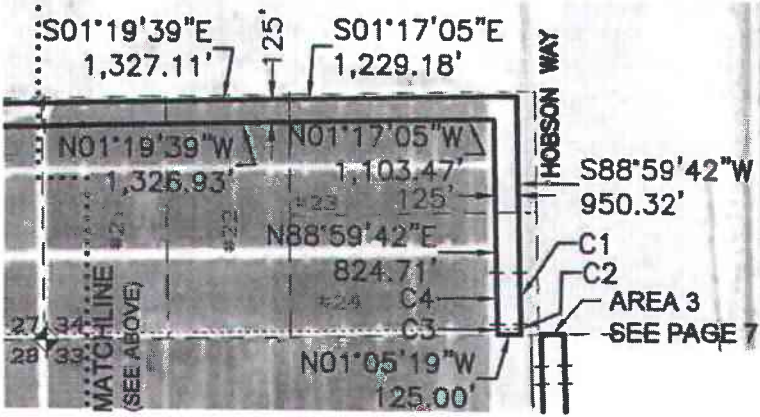
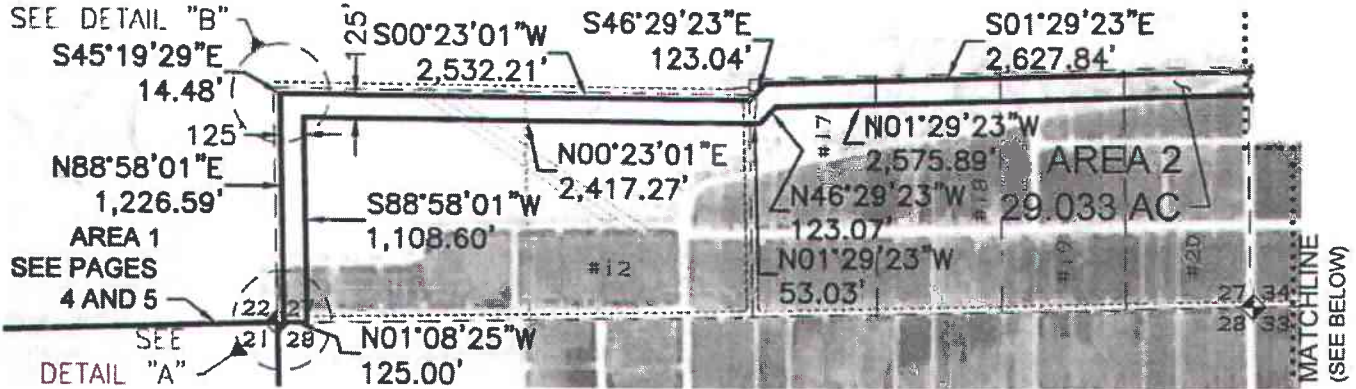
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DATE: 11/07/2016
DRAWN BY: FCA
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SHEET 5 OF 11

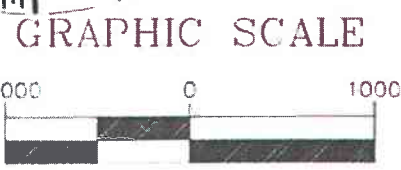
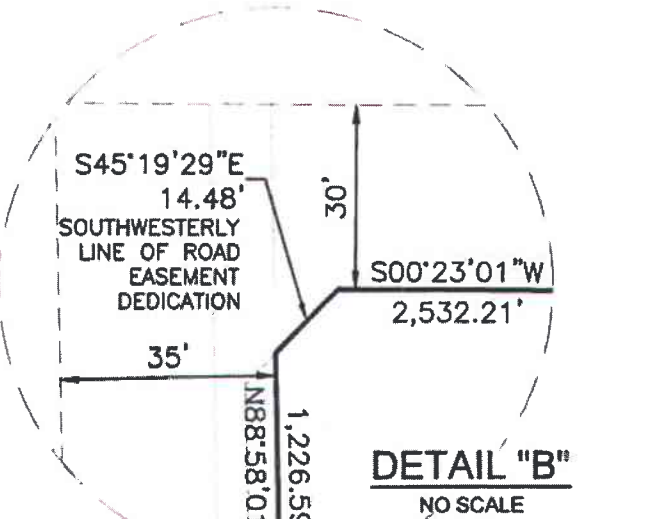
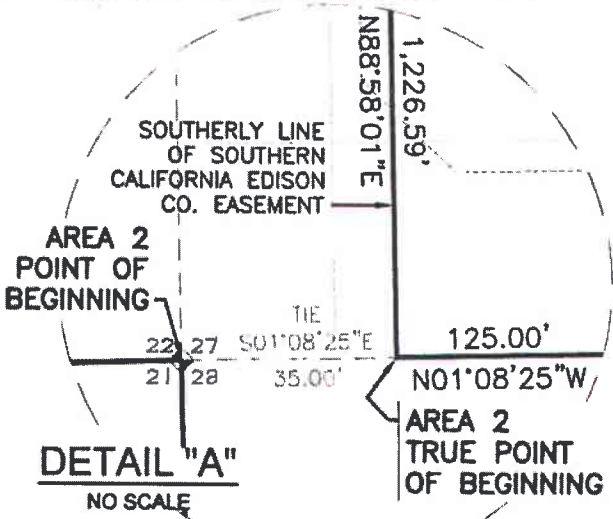
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EXHIBIT "B"



CURVE TABLE			
CURVE NO.	LENGTH	DELTA	RADIUS
C1	277.53'	0°27'13"	35,055.00'
C2	55.15'	0°05'25"	35,055.00'
C3	54.34'	0°05'19"	35,180.00'
C4	278.52'	0°27'13"	35,180.00'



- LEGEND:**
- #1 — PARCEL NUMBER
 - 14,093 — MAP NUMBER, RIVERSIDE COUNTY RECORD (ALL PARCELS, THIS PAGE, PER MAP NO. 14,093)
 - ◆ — SECTION CORNER

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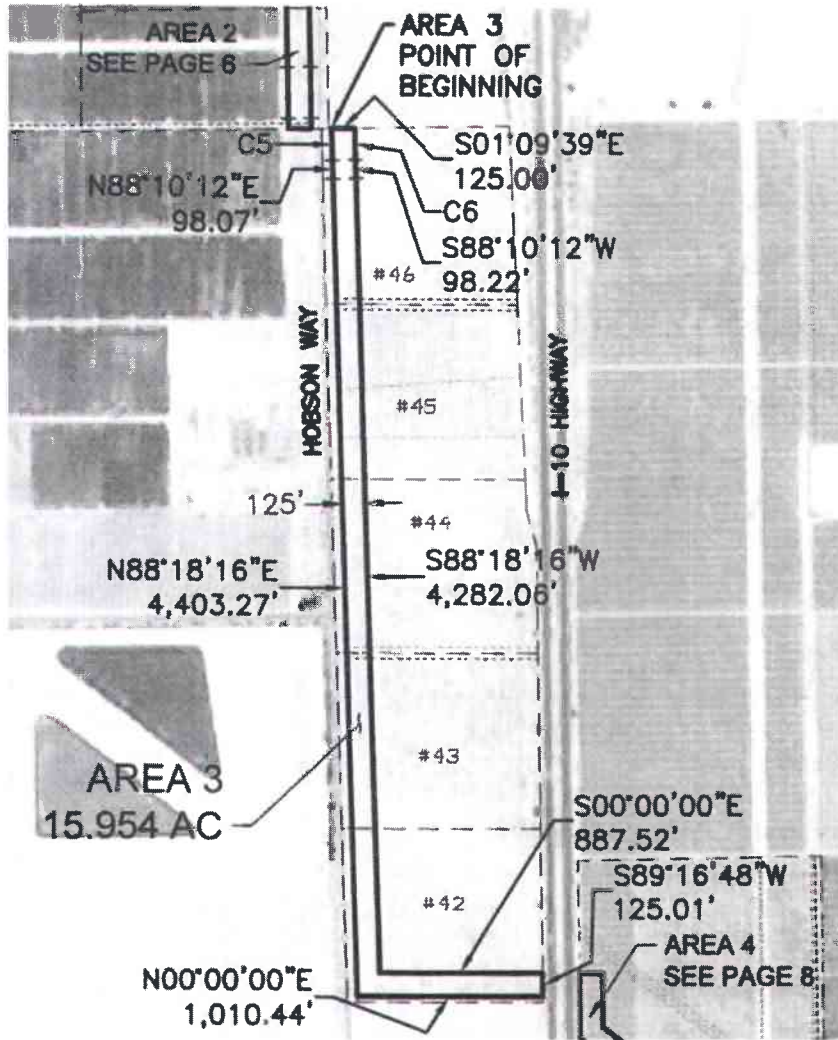
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EXHIBIT

DATE: 11/07/2016
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EXHIBIT "B"



CURVE TABLE			
CURVE NO.	LENGTH	DELTA	RADIUS
C5	170.69'	0°16'48"	34,945.00'
C6	169.23'	0°16'42"	34,820.00'

LEGEND:

- #1 — PARCEL NUMBER
- 14,093 — MAP NUMBER, RIVERSIDE COUNTY RECORD (ALL PARCELS, THIS PAGE, PER MAP NO. 14,093)
- ↖ — SECTION CORNER

GRAPHIC SCALE



1 inch = 1000 ft.

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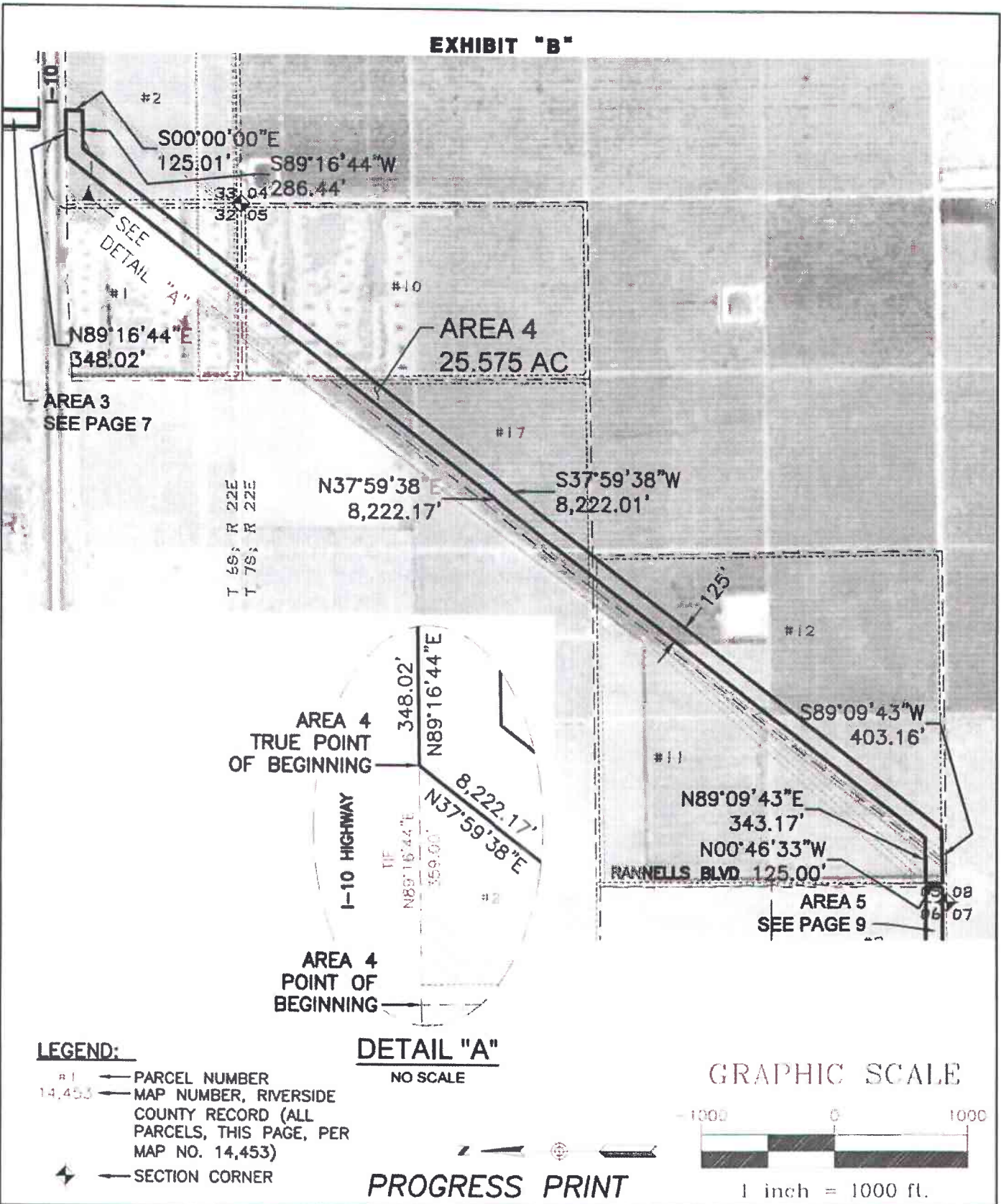
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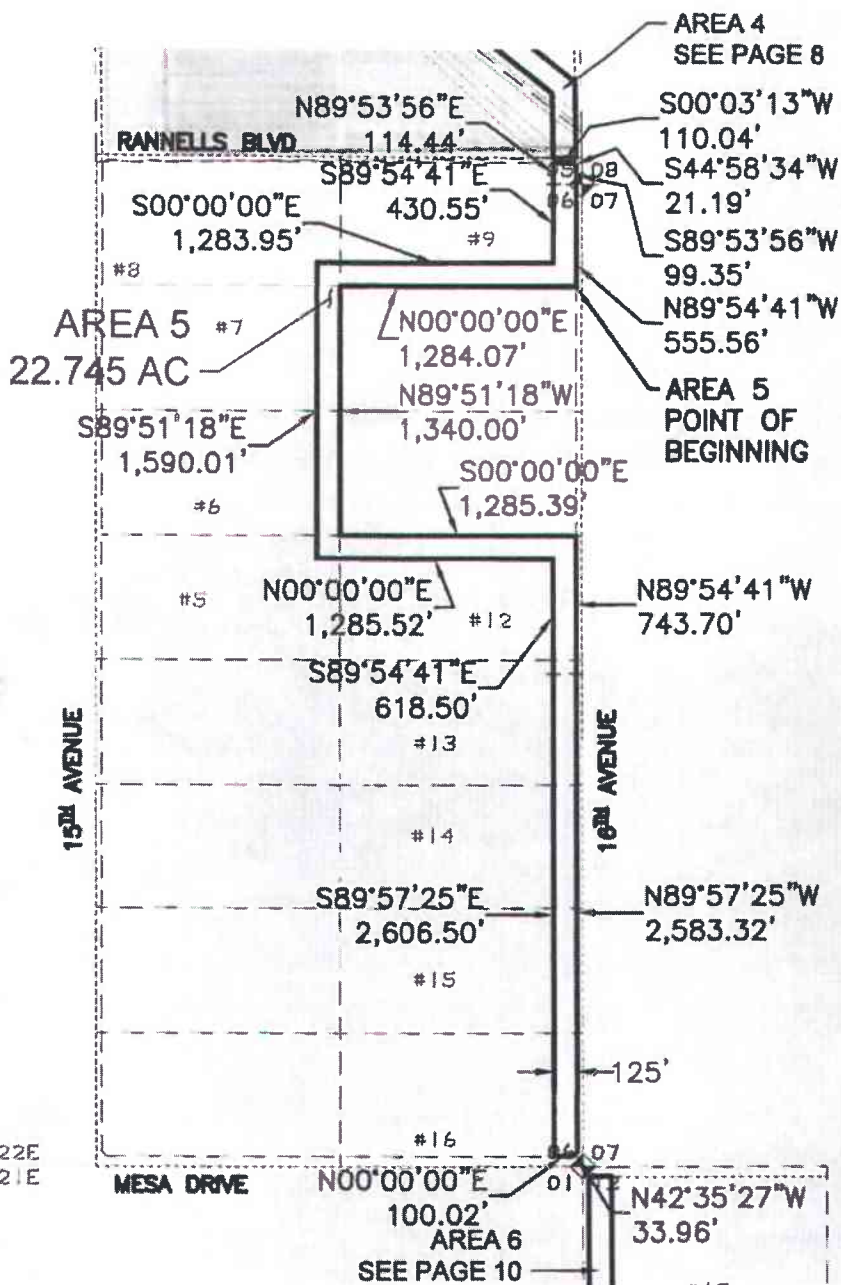
**BLYTHE MESA SOLAR
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SHEET 8 OF 11

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EXHIBIT "B"



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T 7S, R 21E

LEGEND:

- #1 — PARCEL NUMBER
- 14,907 — MAP NUMBER, RIVERSIDE COUNTY RECORD (ALL PARCELS, THIS PAGE, PER MAP NO. 14,907)
- ↖ — SECTION CORNER

GRAPHIC SCALE



1 inch = 1000 ft.

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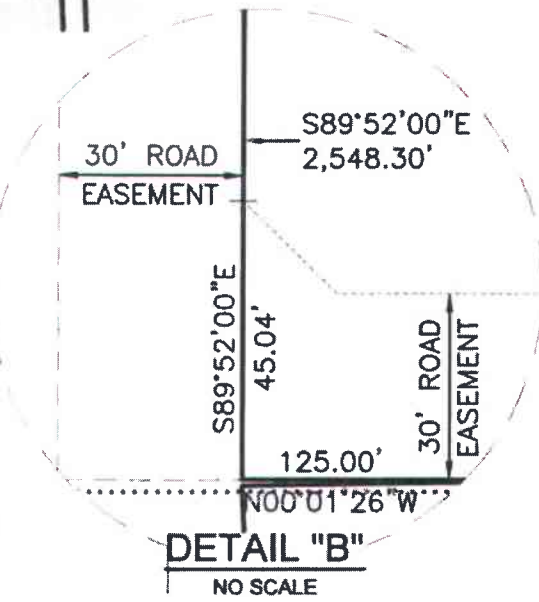
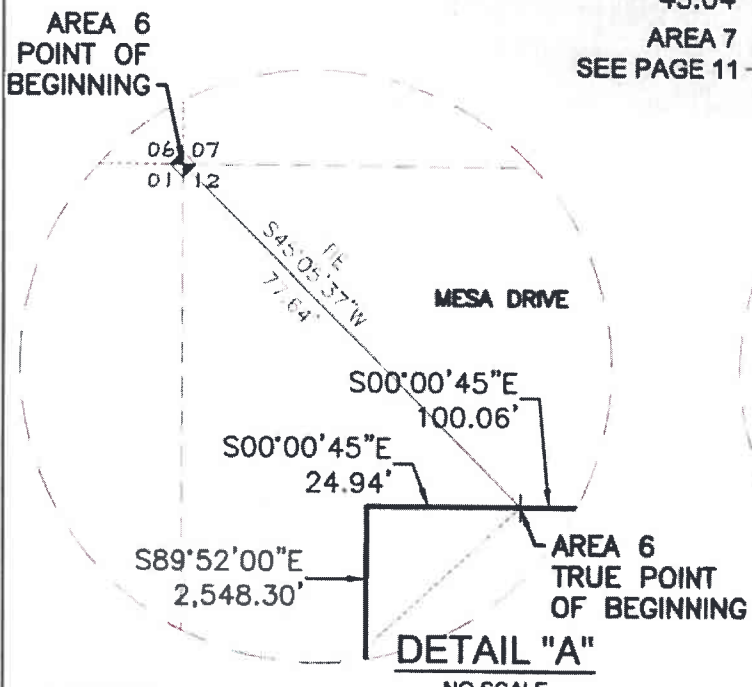
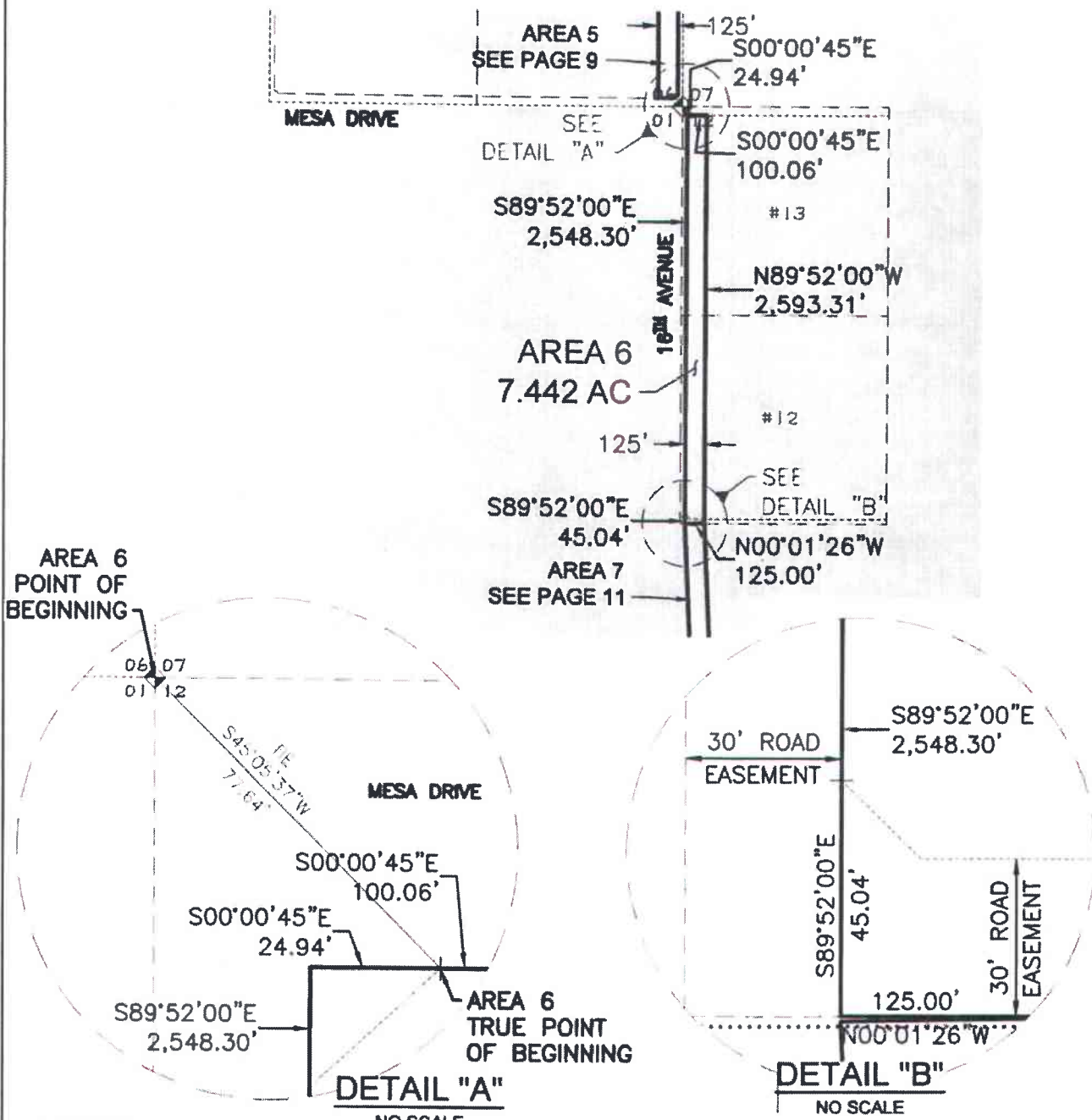
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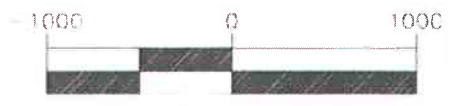
EXHIBIT "B"



LEGEND:

- # 1 — PARCEL NUMBER
- 16,920 — MAP NUMBER, RIVERSIDE COUNTY RECORD (ALL PARCELS, THIS PAGE, PER MAP NO. 16,920)
- ↖ — SECTION CORNER

GRAPHIC SCALE



1 inch = 1000 ft.

PROGRESS PRINT

PROJECT NO. 17869



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

BLYTHE MESA SOLAR PROJECT - PHASE II

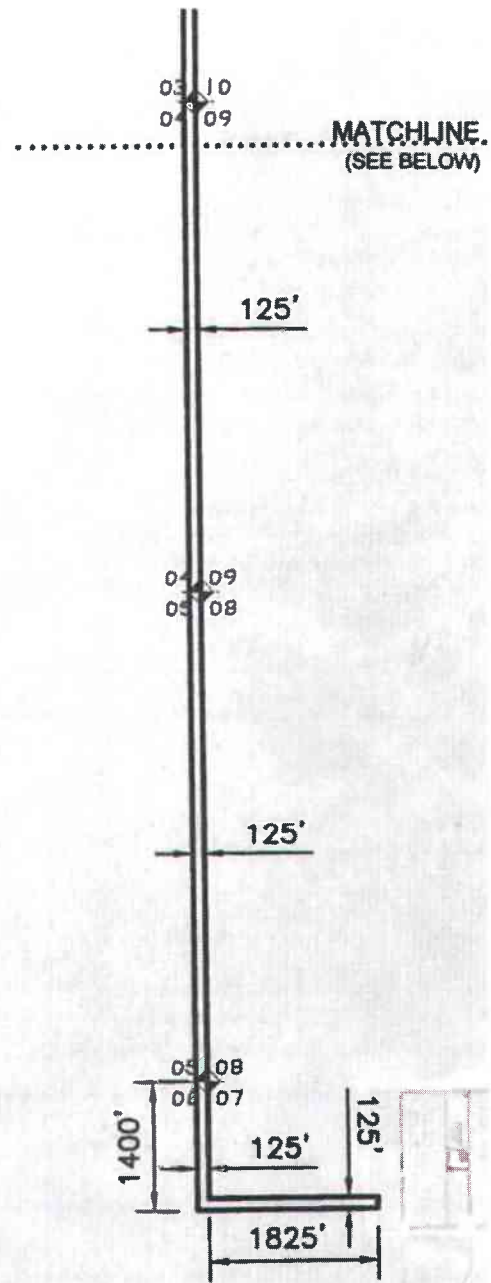
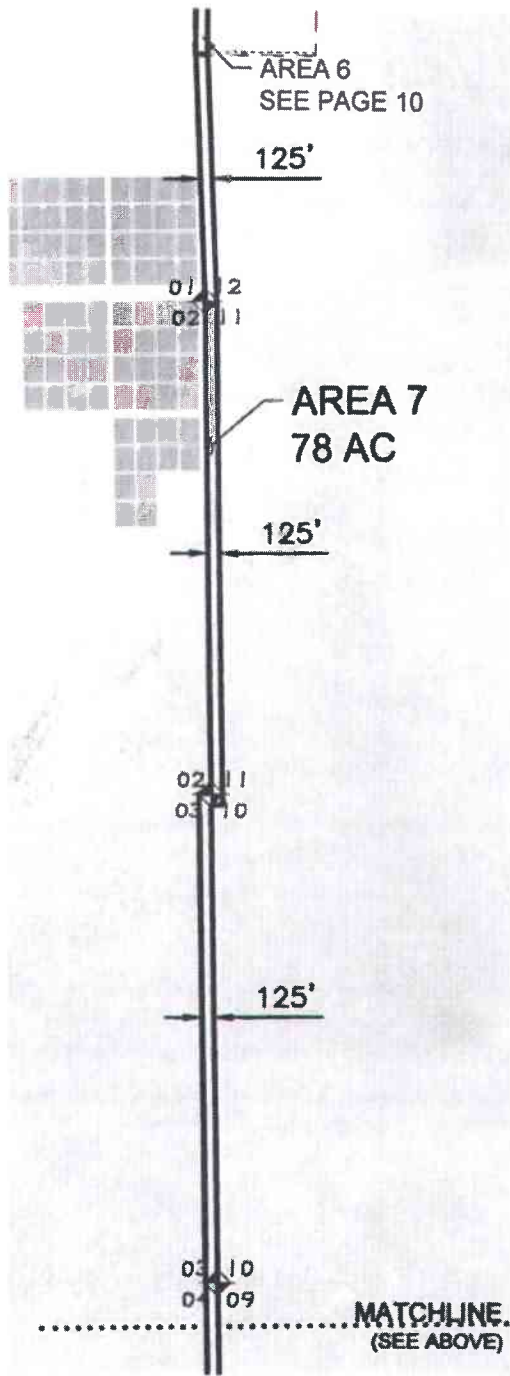
EXHIBIT

DATE: 11/07/2016
DRAWN BY: FCA
CHECKED BY: BR
SCALE: 1"=1000'
SHEET 10 OF 11

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EXHIBIT "B"



GRAPHIC SCALE



1 inch = 2000 ft.

LEGEND:

⚡ ← SECTION CORNER



PROGRESS PRINT

PROJECT NO. 17869



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

**BLYTHE MESA SOLAR
PROJECT - PHASE II**

EXHIBIT

DATE: 11/07/2016

DRAWN BY: FCA

CHECKED BY: BR

SCALE: 1"=2000'

SHEET 11 OF 11

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Development Agreement No. 86

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Specific Plan

Zoning

Conditional Use Permit No. 3684

Public Use Permit No. 916

Land Divisions

Other Development Approvals

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

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

FINAL

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Development Agreement No. 86

EXHIBIT D

EXISTING LAND USE REGULATIONS

1. Riverside County General Plan as amended through Resolution No. 2017-134
2. Ordinance No. 348 as amended through Ordinance No. 348.4862
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. 460.152
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.19
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
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. 671.20
16. Ordinance No. 673 as amended through Ordinance No. 673.3
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726

FINAL

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20. Ordinance No. 743 as amended through Ordinance No. 743.3
21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.2
25. Ordinance No. 787 as amended through Ordinance No. 787.8
26. Ordinance No. 806 as amended through Ordinance No. 806
27. Ordinance No. 810 as amended through Ordinance No. 810.2
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.13
30. Ordinance No. 847 as amended through Ordinance No. 847.1
31. Ordinance No. 859 as amended through Ordinance No. 859.3
32. Ordinance No. 875 as amended through Ordinance No. 875.1
33. Ordinance No. 915 as amended through Ordinance No. 915
34. Ordinance No. 925 as amended through Ordinance No. 925.1
35. Ordinance No. 926 as amended through Ordinance No. 926
36. Ordinance No. 931 as amended through Ordinance No. 931
37. Resolution No. 2012 -047 Establishing Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements
38. 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.

FINAL

AR000071

EXHIBIT "E"

SOLAR POWER PLANT

The OWNER proposes to construct, operate, maintain, and decommission an up-to-450 megawatt (MW) photovoltaic (PV) solar energy generating facility and related infrastructure in unincorporated Riverside County, California, to be known as the Palo Verde Mesa Solar Project. Approximately 3,327 acres of privately owned land would be included in the proposed solar plant boundary, with the remaining 73 acres of the Project to be developed as a generation tie-line on public land administered by the Bureau of Land Management (BLM). The Project would generate and deliver solar-generated power to the California electrical grid through an interconnection at the Colorado River Substation (CRS) owned by Southern California Edison (SCE).

The Project would consist of the following components:

Solar facility site (3,327 total acres)

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

Approximately 14.5 miles of 230 kV gen-tie transmission line

- Approximately 2.7 miles would be located within the solar facility, which would connect all on-site substations.
- Approximately 7 miles would extend outside of the solar facility on private lands and would be placed within a 100-foot-wide right-of-way (ROW) and occupy 70 acres.
- Approximately 4.8 miles would extend outside of the solar facility and would be placed within a 125-foot-wide right-of-way (ROW) and occupy 73 acres.

The Project would operate year-round, and have the capacity to produce up to 450 MW of solar power with three Units expecting to generate somewhere between 100 MW to 220 MW. The Project would generate electricity during daylight hours when electricity demand is at its peak. All three Units will be developed on privately owned land. Approximately 4.8 miles of 230 kV generation tie-line will be located on 73 acres of linear right-of-way on public land administered by the BLM.

Development Agreement No. 86

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

Solar Power Plant Net Acreage Calculation

Unit 1

Private Land Gross Acreage	905
Private Land Open Acres	319
BLM Row	78
Unit 1 Net Acreage Subtotal	664

Unit 2

Private Land Gross Acreage	1343
Private Land Open Acres	376
Unit 2 Net Acreage Subtotal	967

Unit 3

Private Land Gross Acreage	1002
Private Land Open Acres	609
Unit 3 Net Acreage Subtotal	393

Solar Power Plant Net Acreage

Sum of Unit 1-3 Net Acreage Subtotals	2024
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Development Agreement No. 86

EXHIBIT "G"

APPLICABLE COUNTY DEVELOPMENT IMPACT FEES

I. Development Impact Fees- Ordinance No. 659

a. Area Plan: Palo Verde Valley

b. Fee Category: Surface Mining

c. Fee Amount: \$6,750 per acre (Ordinance No. 659.13)

2. Development Impact Fees for the Project shall be computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 using the Surface Mining fee amount per acre. OWNER and COUNTY acknowledge and agree that the Project Area acreage used for the computation of Development Impact Fees shall be 2024 acres. OWNER and COUNTY acknowledge that any temporary reduction of fees approved by the Board of Supervisors in place at the time of payment of fees shall be applicable to the Project.

Development Agreement No. 86

EXHIBIT "H"

ANNUAL REVIEW REPORT TEMPLATE

FINAL

AR000075

ANNUAL REVIEW REPORT – SOLAR POWER PLANT PROJECTS

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

Date: _____

Development Agreement No.: _____

Effective Date of Development Agreement: _____

Developer/Owner: _____

Project Name: _____

Permit Number(s): _____

APN Number(s): _____

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

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

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

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

Signature of Developer/Owner: _____

Print Name and Title: _____

[TO BE COMPLETED BY COUNTY]

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

TLMA Director: _____

Signature: _____

Date: _____

EXHIBIT G

1 Gregory P. Priamos, County Counsel (Bar No. 136766)
2 Tiffany N. North (Bar No. 228068)
3 Michelle Clack (Bar No. 190718)
4 Melissa R. Cushman (Bar No. 246398)
5 MCushman@rivco.org
3960 Orange Street, Suite 500
Riverside, CA 92501
Telephone: 951.955.6300
Facsimile: 951.955.6363

6 Attorneys for Respondent County of Riverside and Board of Supervisors
7 of the County of Riverside

8 Barbara Schussman (Bar No. 142352)
9 BSchussman@perkinscoie.com
10 Anne Beaumont (Bar No. 259425)
11 Bradley H. Oliphant (Bar No. 216468)
12 PERKINS COIE LLP
505 Howard Street, Suite 1000
San Francisco, CA 94105
Telephone: 415.344.7000
Facsimile: 415.344.7050

13 Attorneys for Respondent County of Riverside and Board of Supervisors
14 of the County of Riverside and Real Parties in Interest
Renewable Resources Group; Renewable Resources Group, LLC;
and Renewable Resources Group Holding Company, Inc.

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF RIVERSIDE
17

18 CITIZENS FOR RESPONSIBLE SOLAR, an
19 unincorporated association; CALIFORNIA
20 UNIONS FOR RELIABLE ENERGY, an
21 unincorporated association; GEORGE ELLIS, an
individual; and JAMES HENNEGAN, an
individual,

22 Petitioners,

23 v.

24 COUNTY OF RIVERSIDE, a public agency;
25 BOARD OF SUPERVISORS OF THE
COUNTY OF RIVERSIDE, a public agency;
and DOES 1 through 10, inclusive,

26 Respondents and Defendants.
27

Case No. RIC 1718458 MF

[Filed under the California Environmental
Quality Act]

RESPONDENT AND REAL PARTIES'
OBJECTIONS TO PETITIONERS'
PROPOSED JUDGMENTS AND
WRITS; [PROPOSED] JUDGMENTS
AND WRITS

Judge: Randall S. Stamen
Department: 7
Action Filed: September 28, 2017

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RENEWABLE RESOURCES GROUP;
RENEWABLE RESOURCES GROUP, LLC, a
Delaware Limited Liability Company; and
RENEWABLE RESOURCES GROUP
HOLDING COMPANY, INC., a California
Corporation, and ROES 1 through 10, inclusive,

Real Parties in Interest.

Partially Consol. Case No. RIC1718565

GOLDEN STATE ENVIRONMENTAL
JUSTICE ALLIANCE,

Petitioner,

v.

COUNTY OF RIVERSIDE, et al.

Respondents

RENEWABLE RESOURCES GROUP,

Real Parties in Interest.

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I. INTRODUCTION

Respondent County of Riverside and Board of Supervisors of the County of Riverside (together, “Respondent”) and Real Parties in Interest Renewable Resources Group; Renewable Resources Group, LLC; and Renewable Resources Group Holding Company, Inc. (collectively, the “Real Parties”), object to the Proposed Judgments and Writs of Petitioners Citizens for Responsible Solar, California Unions for Reliable Energy, George Ellis, James Hennegan, and Golden State Environmental Justice Alliance (collectively, the “Petitioners”). Petitioners served Respondent and Real Parties with Petitioners’ Proposed Judgments and Writs by email on August 27, 2019.

The grounds for the objections are that (1) Petitioners failed to give Respondent or Real Parties any notice or opportunity to review or comment on Petitioners’ Proposed Judgments and Writs prior to filing them, (2) significant portions of Petitioners’ Proposed Judgments and Writs do not conform to the Court’s Notice of Ruling dated July 11, 2019 (the “Notice of Ruling”) and (3) because the Notice of Ruling granted the petitions only on two issues and otherwise denied them, Petitioners’ Proposed Judgments and Writs should follow the applicable precedent in *Center for Biological Diversity v. California Department of Fish and Wildlife*, 17 Cal. App. 5th 1245 (2017).

Due to the below objections, Respondent and Real Parties have prepared an alternative set of proposed judgments and writs, attached hereto as Exhibit 1 (“Respondent and Real Parties’ [Proposed] Judgments and Writs”).¹

II. OBJECTIONS

A. Petitioners Failed to Give Respondent and Real Parties Any Opportunity to Review or Comment on the Proposed Judgments and Writs

Respondent and Real Parties object because Petitioners gave them no opportunity to review or comment on Petitioners’ Proposed Judgments and Writs prior to filing them with the Court. Respondent and Real Parties had no notice that Petitioners were even preparing a proposed

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¹ As noted in Petitioners’ filing, separate judgments are required to be issued in each case. In Exhibit 1, Respondent and Real Parties submit a separate but identical proposed judgment and writ for each case.

1 judgment and writ until being served with them on August 27, 2019, which was after Petitioners
2 had already submitted their Proposed Judgments and Writs to the Court.

3 California Rule of Court 3.1312 governs the preparation and submission of proposed
4 orders. Under that rule, Petitioners should have (1) sent their Proposed Judgments and Writs to
5 Respondent and Real Parties *before* submitting them to the Court, (2) waited five days for
6 Respondent and Real Parties to approve them or state any reasons for disapproval, and (3) *then*
7 submitted them to the Court together with a summary of any responses received from Respondent
8 and Real Parties. But Petitioners skipped this process completely.

9 Respondent and Real Parties further object because Petitioners did not inform the Court
10 that they gave Respondent and Real Parties no notice and no opportunity to review or comment
11 on Petitioners' Proposed Judgments and Writs.

12 **B. Petitioners' Proposed Judgments and Writs Do Not Conform to the Court's Notice
13 of Ruling**

14 Respondent and Real Parties also object because Petitioners' Proposed Judgments and
15 Writs are substantially inconsistent with the Court's Notice of Ruling. Petitioners' Proposed
16 Judgments and Writs are written as though the Court granted the writ petitions in their entirety.
17 To the contrary, the Notice of Ruling is very clear that the petitions are partially granted and
18 partially denied. Specifically, the Notice of Ruling grants the petitions only as to two narrow
19 issues— "the issue of analysis and mitigation of soil contamination impacts, and as to mitigation
20 on the solar facility site for the burrowing owl" —and otherwise denies the petitions with regard
21 to all other issues and claims.²

22 Petitioners' Proposed Judgments and Writs disregard the Notice of Ruling and instead
23 enter judgment in Petitioners' favor across the board. This is plainly erroneous. Consistent with
24 the Notice of Ruling, the judgments and writs must reflect that judgment is being entered in
25 Petitioners' favor only with regard to the two specific issues identified above, and that judgment
26 is being entered in Respondent and Real Parties' favor with regard to all other issues. Respondent

27
28 ² Notice of Ruling at p. 1.

1 and Real Parties' [Proposed] Judgments and Writs (attached as Exhibit 1) accurately reflect the
2 language in the Notice of Ruling.

3 **C. Petitioners' Proposed Judgments and Writs Should Follow the Partial-**
4 **Decertification Approach in *Center for Biological Diversity***

5 Finally, Respondent and Real Parties object because Petitioners' Proposed Judgments and
6 Writs do not follow the applicable precedent in *Center for Biological Diversity v. California*
7 *Department of Fish and Wildlife*, 17 Cal. App. 5th 1245 (2017), which permits a court to order
8 partial decertification of an EIR and leave some project approvals in place after finding an EIR
9 legally inadequate.

10 As here, the trial court in *Center for Biological Diversity* granted the petition on only two
11 grounds (relating to greenhouse gas emissions and mitigation measures for a fish species called
12 the unarmored threespine stickleback) and otherwise denied it. The judgment ordered that a
13 peremptory writ of mandate be issued directing the respondent to decertify *only* the portions of
14 the EIR that addressed the significance of the project's greenhouse gas emissions and the validity
15 of the stickleback mitigation measures. 17 Cal. App. 5th at 1251. The judgment also ordered the
16 respondent to suspend two project approvals that related directly to these issues, but it left four
17 other approvals in place. *Id.*

18 The appeals court held that the trial court had authority to order partial decertification and
19 leave project approvals in place. *See id.* at 1251-52. The court noted that Public Resources Code
20 section 21168.9(a), the statute that governs court-ordered remedies for a CEQA violation, clearly
21 allows a court to order partial decertification of an EIR following a trial, hearing, or remand.
22 Specifically, section 21168.9(a)(1) permits a court to void the agency determination in whole or
23 in part. As a policy matter, the court noted that partial decertification is consistent with the
24 statute's purpose, which is to give courts some flexibility in tailoring a remedy to fit a specific
25 CEQA violation. *Id.* at 1253. For similar reasons, the court also held that the trial court was
26 permitted to leave some project approvals in place after partial decertification of the EIR, if doing
27 so will not obstruct CEQA compliance. In particular, the court pointed to the language in section
28 21168.9(b), under which a court is required to order only those mandates which are necessary to

1 achieve compliance with this division and only those specific project activities in noncompliance
2 with this division. *Id.* at 1255-56.

3 As another example for the Court, attached hereto as Exhibit 2 are a recent Riverside
4 County judgment and writ from the case of *Sierra Club v. County of Riverside*, Case No. RIC
5 1722026. As here (and also as in *Center for Biological Diversity*), the petitions in that case were
6 partially granted on only two limited issues, and the judgment and writ addressed the two
7 deficiencies without decertifying the EIR or rescinding the project approvals.³

8 For similar reasons, the appropriate path here is not to decertify the EIR in its entirety or
9 rescind all project approvals. Both *Center for Biological Diversity* and the recent Riverside
10 County precedent attached in Exhibit 2 reflect that when a writ petition is granted on only two
11 grounds and otherwise denied, a court has discretion to order partial decertification and leave
12 some project approvals in place. Consequently, Respondent and Real Parties' [Proposed]
13 Judgments and Writs (attached as Exhibit 1) follow the reasonable approach taken in *Center for*
14 *Biological Diversity*.

15 III. CONCLUSION


16 Respondent and Real Parties respectfully request that the Court sign Respondent and Real
17 Parties' [Proposed] Judgments and Writs (attached hereto as Exhibit 1), or a judgment and writ
18 otherwise consistent with the Court's Notice of Ruling and the holding in *Center for Biological*
19 *Diversity*, as discussed above. To the extent the Court is considering including portions of
20 Petitioners' Proposed Judgments and Writs that are inconsistent with the Notice of Ruling,
21 Respondent and Real Parties request that the Court order a hearing to be held on the proposed
22 judgments and writs.

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28 ³ See the attached Exhibit 2.

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DATED: September 6, 2019

GREGORY P. PRIAMOS, COUNTY COUNSEL

By: 
Melissa R. Cushman, Deputy County Counsel, Bar No. 246398

Attorneys for Respondent County of Riverside and the Board of Supervisors of the County of Riverside.

PERKINS COIE LLP

By: 
Barbara Schussman, Bar No. 142352
Anne Beaumont, Bar No. 259425
Bradley H. Oliphant, Bar No. 216468

Attorneys for Respondent County of Riverside and the Board of Supervisors of the County of Riverside and Real Parties in Interest Renewable Resources Group; Renewable Resources Group, LLC; and Renewable Resources Group Holding Company, Inc.

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

CITIZENS FOR RESPONSIBLE SOLAR, an
unincorporated association; CALIFORNIA
UNIONS FOR RELIABLE ENERGY, an
unincorporated association; GEORGE ELLIS, an
individual; and JAMES HENNEGAN, an
individual,

Petitioners,

v.

COUNTY OF RIVERSIDE, a public agency;
BOARD OF SUPERVISORS OF THE
COUNTY OF RIVERSIDE, a public agency;
and DOES 1 through 10, inclusive,

Respondents and Defendants.

Case No. RIC 1718458 MF

[Filed under the California Environmental
Quality Act]

RESPONDENT AND REAL PARTIES
IN INTERESTS' [PROPOSED]
JUDGMENT IN CASE NO.
RIC 1718458

Judge: Randall S. Stamen
Department: 7
Action Filed: September 28, 2017

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RENEWABLE RESOURCES GROUP;
RENEWABLE RESOURCES GROUP, LLC, a
Delaware Limited Liability Company; and
RENEWABLE RESOURCES GROUP
HOLDING COMPANY, INC., a California
Corporation, and ROES 1 through 10, inclusive,

Real Parties in Interest.

Partially Consol. Case No. RIC1718565

GOLDEN STATE ENVIRONMENTAL
JUSTICE ALLIANCE,

Petitioner,

v.

COUNTY OF RIVERSIDE, et al.

Respondents

RENEWABLE RESOURCES GROUP,

Real Parties in Interest.

1 JUDGMENT

2 This matter came on regularly for hearing on April 12, 2019, in Department 7 of this
3 Court, located at 4050 Main St, Riverside, CA 92501. Christina Caro appeared on behalf of
4 Petitioners Citizens for Responsible Solar, California Unions for Reliable Energy, George Ellis,
5 and James Hennegan; and Hannah Bentley appeared on behalf of Petitioner Golden State
6 Environmental Justice Alliance (collectively, the “Petitioners”). Melissa Cushman appeared on
7 behalf of Respondent County of Riverside (“Respondent”). Bradley Oliphant and Anne
8 Beaumont appeared on behalf of Respondent as well as Real Parties in Interest Renewable
9 Resources Group; Renewable Resources Group, LLC; and Renewable Resources Group Holding
10 Company, Inc. (“Real Parties in Interest”).

11 The Court having reviewed the record of the proceedings in the matter, the briefs
12 submitted by counsel, and the arguments of counsel; the matter having been submitted for
13 decision; the Court having issued a Notice of Ruling dated July 11, 2019 (the “Notice of
14 Ruling”); and the Court having denied Petitioners’ request for judicial notice of those items
15 described in the Notice of Ruling,

16 **IT IS ORDERED** that:

17 1. Judgment is entered partially granting and partially denying Petitioners’ petitions
18 in this proceeding. Judgment is entered in favor of Petitioners solely as to the two issues
19 described in Paragraph 2, below. Judgment is entered in favor of Respondent and Real Parties in
20 Interest as to all other issues, for the reasons described in the Notice of Ruling.

21 2. A peremptory writ of mandate directed to Respondent shall issue under seal of this
22 Court, ordering Respondent to:

23 a. Add to the Final Environmental Impact Report (“EIR”) a further analysis
24 of soil contamination that (i) discloses whether and to what extent excavation and pile driving
25 would disturb residual toxins under the Palo Verde Mesa Solar Project (the “Project”) site and
26 (ii) revises Mitigation Measure HAZ-1 to address all soil contamination to be disturbed or
27 removed, including soil contaminated by fuel from underground storage tanks, all as needed to
28 comply with the Notice of Ruling.

1 b. Add to the EIR a further analysis of the issue of mitigation on the solar
2 facility site for the burrowing owl sufficient to explain (i) whether and how the mitigation lands
3 are adequate to compensate for the total loss of potential habitat on the solar facility site and
4 (ii) whether and how the mitigation lands would be maintained for the burrowing owl in
5 perpetuity, all as needed to comply with the Notice of Ruling.

6 3. Under California Public Resources Code Section 21168.9(a), the peremptory writ
7 of mandate shall direct Respondent to decertify only the portions of the EIR referenced in
8 Paragraph 2, above, and prepare a revised environmental analysis, addressing only the two issues
9 referenced in Paragraph 2, as follows:

10 a. Prepare an Addendum to the EIR if, based on the further analysis necessary
11 to comply with the ruling, Respondent finds that any of the conditions described in 14 CCR
12 section 15162 (a)(3) calling for preparation of a subsequent or supplemental EIR do not exist; or

13 b. Prepare a Supplement to the EIR if, based on the further analysis necessary
14 to comply with the ruling, Respondent finds that any of the conditions described in 14 CCR
15 section 15162 (a)(3) calling for preparation of a subsequent or supplemental EIR exist. If a
16 Supplement is prepared, circulate it for public comment if recirculation is required under 14 CCR
17 section 15088.5(a)(1), (2), or (3) with respect to the additional analysis required above.

18 c. Upon consideration of the Addendum or Supplement, the Board of
19 Supervisors of the County of Riverside shall exercise its discretion to determine whether to:

20 i. Find that no modifications to any of the Board's project approvals
21 are required based upon the further analysis described in Paragraph 2;

22 ii. Modify some or all of the project approvals to incorporate changes
23 to the Project or to its conditions of approval or mitigation measures based upon the further
24 analysis described in Paragraph 2; or

25 iii. Rescind some or all of the project approvals based upon the further
26 analysis described in Paragraph 2.

27 4. Project approvals are stayed, and no construction of the Project shall commence,
28 unless and until Respondent completes the corrective action above to address the two deficiencies

1 in Respondent's EIR referenced in Paragraph 2 and Respondent has complied with this Court's
2 Writ.

3 5. Pursuant to California Public Resources Code Section 21168.9(b), the two issues
4 referenced in Paragraph 2, above, are severable from the remainder of the EIR and Respondent's
5 findings and approvals in connection with the Project; severance will not prejudice complete and
6 full compliance with the California Environmental Quality Act ("CEQA"). The further review
7 and action required relates only to the feasibility of mitigation for two discrete potential impacts,
8 and the specifics of the measures to be required, if mitigation is found to be feasible. Other than
9 the two issues referenced in Paragraph 2, above, the Project, project approvals, and the EIR were
10 found to be in compliance with CEQA.

11 6. All parties shall bear their own costs. If Petitioners seek costs of suit pursuant to
12 Code of Civil Procedure Sections 1032, Respondent and Real Parties in Interest shall have 30
13 days from the date of service to file an objection.

14 7. Under California Public Resources Code Section 21168.9(b), this Court will retain
15 jurisdiction over Respondent's return to the writ. The Court also retains jurisdiction to determine,
16 upon proper motion, whether to award reasonable attorneys' fees to Petitioners, and amount of
17 such fees, if any, pursuant to California Code of Civil Procedure Section 1021.5. If any such
18 motion is filed, any objections to the motion shall be filed no later than 30 days after service of
19 the motion. If such a motion is granted, this judgment will be amended to award attorneys' fees
20 pursuant to Code of Civil Procedure Section 1021.5.

21 8. Respondent and Real Parties in Interest shall file a return to the peremptory writ no
22 later than 180 days after the date of the issuance of the peremptory writ describing the steps
23 Respondent has taken to comply with the judgment and writ. Any objections to the return shall be
24 filed no later than 30 days after service of the return. If any objections to the return are filed,

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1 Respondent and Real Parties in Interest shall have 30 days to respond to such objections, and the
2 Court will conduct a hearing on the return to the writ as soon as such hearing can be calendared.

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4 DATED: _____, 2019

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6 Randall S. Stamen, Judge of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

CITIZENS FOR RESPONSIBLE SOLAR, an
unincorporated association; CALIFORNIA
UNIONS FOR RELIABLE ENERGY, an
unincorporated association; GEORGE ELLIS, an
individual; and JAMES HENNEGAN, an
individual,

Petitioners,

v.

COUNTY OF RIVERSIDE, a public agency;
BOARD OF SUPERVISORS OF THE
COUNTY OF RIVERSIDE, a public agency;
and DOES 1 through 10, inclusive,

Respondents and Defendants.

Case No. RIC 1718458 MF

[Filed under the California Environmental
Quality Act]

RESPONDENT AND REAL PARTIES
IN INTERESTS' [PROPOSED]
JUDGMENT IN CASE NO.
RIC 1718565

Judge: Randall S. Stamen
Department: 7
Action Filed: September 28, 2017

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RENEWABLE RESOURCES GROUP;
RENEWABLE RESOURCES GROUP, LLC, a
Delaware Limited Liability Company; and
RENEWABLE RESOURCES GROUP
HOLDING COMPANY, INC., a California
Corporation, and ROES 1 through 10, inclusive,

Real Parties in Interest.

Partially Consol. Case No. RIC1718565

GOLDEN STATE ENVIRONMENTAL
JUSTICE ALLIANCE,

Petitioner,

v.

COUNTY OF RIVERSIDE, et al.

Respondents

RENEWABLE RESOURCES GROUP,

Real Parties in Interest.

1 JUDGMENT

2 This matter came on regularly for hearing on April 12, 2019, in Department 7 of this
3 Court, located at 4050 Main St, Riverside, CA 92501. Christina Caro appeared on behalf of
4 Petitioners Citizens for Responsible Solar, California Unions for Reliable Energy, George Ellis,
5 and James Hennegan; and Hannah Bentley appeared on behalf of Petitioner Golden State
6 Environmental Justice Alliance (collectively, the “Petitioners”). Melissa Cushman appeared on
7 behalf of Respondent County of Riverside (“Respondent”). Bradley Oliphant and Anne
8 Beaumont appeared on behalf of Respondent as well as Real Parties in Interest Renewable
9 Resources Group; Renewable Resources Group, LLC; and Renewable Resources Group Holding
10 Company, Inc. (“Real Parties in Interest”).

11 The Court having reviewed the record of the proceedings in the matter, the briefs
12 submitted by counsel, and the arguments of counsel; the matter having been submitted for
13 decision; the Court having issued a Notice of Ruling dated July 11, 2019 (the “Notice of
14 Ruling”); and the Court having denied Petitioners’ request for judicial notice of those items
15 described in the Notice of Ruling,

16 **IT IS ORDERED** that:

17 1. Judgment is entered partially granting and partially denying Petitioners’ petitions
18 in this proceeding. Judgment is entered in favor of Petitioners solely as to the two issues
19 described in Paragraph 2, below. Judgment is entered in favor of Respondent and Real Parties in
20 Interest as to all other issues, for the reasons described in the Notice of Ruling.

21 2. A peremptory writ of mandate directed to Respondent shall issue under seal of this
22 Court, ordering Respondent to:

23 a. Add to the Final Environmental Impact Report (“EIR”) a further analysis
24 of soil contamination that (i) discloses whether and to what extent excavation and pile driving
25 would disturb residual toxins under the Palo Verde Mesa Solar Project (the “Project”) site and
26 (ii) revises Mitigation Measure HAZ-1 to address all soil contamination to be disturbed or
27 removed, including soil contaminated by fuel from underground storage tanks, all as needed to
28 comply with the Notice of Ruling.

1 b. Add to the EIR a further analysis of the issue of mitigation on the solar
2 facility site for the burrowing owl sufficient to explain (i) whether and how the mitigation lands
3 are adequate to compensate for the total loss of potential habitat on the solar facility site and
4 (ii) whether and how the mitigation lands would be maintained for the burrowing owl in
5 perpetuity, all as needed to comply with the Notice of Ruling.

6 3. Under California Public Resources Code Section 21168.9(a), the peremptory writ
7 of mandate shall direct Respondent to decertify only the portions of the EIR referenced in
8 Paragraph 2, above, and prepare a revised environmental analysis, addressing only the two issues
9 referenced in Paragraph 2, as follows:

10 a. Prepare an Addendum to the EIR if, based on the further analysis necessary
11 to comply with the ruling, Respondent finds that any of the conditions described in 14 CCR
12 section 15162 (a)(3) calling for preparation of a subsequent or supplemental EIR do not exist; or

13 b. Prepare a Supplement to the EIR if, based on the further analysis necessary
14 to comply with the ruling, Respondent finds that any of the conditions described in 14 CCR
15 section 15162 (a)(3) calling for preparation of a subsequent or supplemental EIR exist. If a
16 Supplement is prepared, circulate it for public comment if recirculation is required under 14 CCR
17 section 15088.5(a)(1), (2), or (3) with respect to the additional analysis required above.

18 c. Upon consideration of the Addendum or Supplement, the Board of
19 Supervisors of the County of Riverside shall exercise its discretion to determine whether to:

20 i. Find that no modifications to any of the Board's project approvals
21 are required based upon the further analysis described in Paragraph 2;

22 ii. Modify some or all of the project approvals to incorporate changes
23 to the Project or to its conditions of approval or mitigation measures based upon the further
24 analysis described in Paragraph 2; or

25 iii. Rescind some or all of the project approvals based upon the further
26 analysis described in Paragraph 2.

27 4. Project approvals are stayed, and no construction of the Project shall commence,
28 unless and until Respondent completes the corrective action above to address the two deficiencies

1 in Respondent's EIR referenced in Paragraph 2 and Respondent has complied with this Court's
2 Writ.

3 5. Pursuant to California Public Resources Code Section 21168.9(b), the two issues
4 referenced in Paragraph 2, above, are severable from the remainder of the EIR and Respondent's
5 findings and approvals in connection with the Project; severance will not prejudice complete and
6 full compliance with the California Environmental Quality Act ("CEQA"). The further review
7 and action required relates only to the feasibility of mitigation for two discrete potential impacts,
8 and the specifics of the measures to be required, if mitigation is found to be feasible. Other than
9 the two issues referenced in Paragraph 2, above, the Project, project approvals, and the EIR were
10 found to be in compliance with CEQA.

11 6. All parties shall bear their own costs. If Petitioners seek costs of suit pursuant to
12 Code of Civil Procedure Sections 1032, Respondent and Real Parties in Interest shall have 30
13 days from the date of service to file an objection.

14 7. Under California Public Resources Code Section 21168.9(b), this Court will retain
15 jurisdiction over Respondent's return to the writ. The Court also retains jurisdiction to determine,
16 upon proper motion, whether to award reasonable attorneys' fees to Petitioners, and amount of
17 such fees, if any, pursuant to California Code of Civil Procedure Section 1021.5. If any such
18 motion is filed, any objections to the motion shall be filed no later than 30 days after service of
19 the motion. If such a motion is granted, this judgment will be amended to award attorneys' fees
20 pursuant to Code of Civil Procedure Section 1021.5.

21 8. Respondent and Real Parties in Interest shall file a return to the peremptory writ no
22 later than 180 days after the date of the issuance of the peremptory writ describing the steps
23 Respondent has taken to comply with the judgment and writ. Any objections to the return shall be
24 filed no later than 30 days after service of the return. If any objections to the return are filed,

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

CITIZENS FOR RESPONSIBLE SOLAR, an
unincorporated association; CALIFORNIA
UNIONS FOR RELIABLE ENERGY, an
unincorporated association; GEORGE ELLIS, an
individual; and JAMES HENNEGAN, an
individual,

Petitioners,

v.

COUNTY OF RIVERSIDE, a public agency;
BOARD OF SUPERVISORS OF THE
COUNTY OF RIVERSIDE, a public agency;
and DOES 1 through 10, inclusive,

Respondents and Defendants.

Case No. RIC 1718458 MF

[Filed under the California Environmental
Quality Act]

RESPONDENT AND REAL PARTIES
IN INTERESTS' [PROPOSED]
PEREMPTORY WRIT OF MANDATE
IN CASE NO. RIC 1718458

Judge: Randall S. Stamen
Department: 7
Action Filed: September 28, 2017

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RENEWABLE RESOURCES GROUP;
RENEWABLE RESOURCES GROUP, LLC, a
Delaware Limited Liability Company; and
RENEWABLE RESOURCES GROUP
HOLDING COMPANY, INC., a California
Corporation, and ROES 1 through 10, inclusive,

Real Parties in Interest.

Partially Consol. Case No. RIC1718565

GOLDEN STATE ENVIRONMENTAL
JUSTICE ALLIANCE,

Petitioner,

v.

COUNTY OF RIVERSIDE, et al.

Respondents

RENEWABLE RESOURCES GROUP,

Real Parties in Interest.

1 PEREMPTORY WRIT OF MANDATE

2 Judgment having been entered in this proceeding, ordering that a peremptory writ of
3 mandate be issued from this Court,

4 **IT IS ORDERED** that, immediately on service of this peremptory writ:

5 1. Respondent County of Riverside (“Respondent”) shall add to its Final
6 Environmental Impact Report (“EIR”) a further analysis of soil contamination that (a) discloses
7 whether and to what extent excavation and pile driving would disturb residual toxins under the
8 Palo Verde Mesa Solar Project (the “Project”) site and (b) revises Mitigation Measure HAZ-1 to
9 address all soil contamination to be disturbed or removed, including soil contaminated by fuel
10 from underground storage tanks, all as needed to comply with the Court’s Notice of Ruling dated
11 July 11, 2019 (“Notice of Ruling”).

12 2. Respondent shall add to its EIR, a further analysis of the issue of mitigation on the
13 solar facility site for the burrowing owl sufficient to explain (a) whether and how the mitigation
14 lands are adequate to compensate for the total loss of potential habitat on the solar facility site and
15 (b) whether and how the mitigation lands would be maintained for the burrowing owl in
16 perpetuity, all as needed to comply with the Notice of Ruling.

17 3. Respondent shall decertify only the portions of the EIR referenced in Paragraphs 1
18 and 2, above, and prepare a revised environmental analysis, addressing only those two issues, as
19 follows:

20 a. Prepare an Addendum to the EIR if, based on the further analysis necessary
21 to comply with the ruling, Respondent finds that any of the conditions described in 14 CCR
22 section 15162 (a)(3) calling for preparation of a subsequent or supplemental EIR do not exist; or

23 b. Prepare a Supplement to the EIR if, based on the further analysis necessary
24 to comply with the ruling, Respondent finds that any of the conditions described in 14 CCR
25 section 15162 (a)(3) calling for preparation of a subsequent or supplemental EIR exist. If a
26 Supplement is prepared, circulate it for public comment if recirculation is required under 14 CCR
27 section 15088.5(a)(1), (2), or (3) with respect to the additional analysis required above.
28

1 4. Upon consideration of the Addendum or Supplement, the Board of Supervisors of
2 the County of Riverside shall exercise its discretion to determine whether to:

3 a. Find that no modifications to any of the Board’s project approvals are
4 required based upon the further analysis described in Paragraphs 1 and 2;

5 b. Modify some or all of the project approvals to incorporate changes to the
6 Project or to its conditions of approval or mitigation measures based upon the further analysis
7 described in Paragraphs 1 and 2; or

8 c. Rescind some or all of the project approvals based upon the further
9 analysis described in Paragraphs 1 and 2.

10 Project approvals are stayed, and no construction of the Project shall commence unless
11 and until Respondent completes corrective action to address the two deficiencies in the EIR and
12 Respondent has complied with this writ.

13 Under California Public Resources Code Section 21168.9(b), this peremptory writ shall be
14 limited to the two issues referenced above, which two issues are severable from the remainder of
15 the EIR and Respondent’s findings and approvals in connection with the Project; severance will
16 not prejudice complete and full compliance with the California Environmental Quality Act
17 (“CEQA”). The further review and action required relates only to the feasibility of mitigation for
18 two discrete potential impacts, and the specifics of the measures to be required, if mitigation is
19 found to be feasible. Other than the two issues referenced above, the Project, Project approvals,
20 and the EIR were found to be in compliance with CEQA.

21 Under California Public Resources Code Section 21168.9(c), this Court does not direct
22 Respondent to exercise its lawful discretion in any particular way in complying with this
23 peremptory writ.

24 Under California Public Resources Code Section 21168.9(b), this Court will retain
25 jurisdiction over Respondent’s proceedings by way of a return to this peremptory writ until the
26 Court has determined that Respondent has complied with the provisions of CEQA.

27 Respondent must file a return to this peremptory writ no later than 180 days after the
28 issuance of this writ describing the steps Respondent has taken to comply with the judgment and

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

CITIZENS FOR RESPONSIBLE SOLAR, an
unincorporated association; CALIFORNIA
UNIONS FOR RELIABLE ENERGY, an
unincorporated association; GEORGE ELLIS, an
individual; and JAMES HENNEGAN, an
individual,

Petitioners,

v.

COUNTY OF RIVERSIDE, a public agency;
BOARD OF SUPERVISORS OF THE
COUNTY OF RIVERSIDE, a public agency;
and DOES 1 through 10, inclusive,

Respondents and Defendants.

Case No. RIC 1718458 MF

[Filed under the California Environmental
Quality Act]

RESPONDENT AND REAL PARTIES
IN INTERESTS' [PROPOSED]
PEREMPTORY WRIT OF MANDATE
IN CASE NO. RIC 1718565

Judge: Randall S. Stamen
Department: 7
Action Filed: September 28, 2017

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RENEWABLE RESOURCES GROUP;
RENEWABLE RESOURCES GROUP, LLC, a
Delaware Limited Liability Company; and
RENEWABLE RESOURCES GROUP
HOLDING COMPANY, INC., a California
Corporation, and ROES 1 through 10, inclusive,

Real Parties in Interest.

GOLDEN STATE ENVIRONMENTAL
JUSTICE ALLIANCE,

Petitioner,

v.

COUNTY OF RIVERSIDE, et al.

Respondents

RENEWABLE RESOURCES GROUP,

Real Parties in Interest.

Partially Consol. Case No. RIC1718565

1 PEREMPTORY WRIT OF MANDATE

2 Judgment having been entered in this proceeding, ordering that a peremptory writ of
3 mandate be issued from this Court,

4 **IT IS ORDERED** that, immediately on service of this peremptory writ:

5 1. Respondent County of Riverside (“Respondent”) shall add to its Final
6 Environmental Impact Report (“EIR”) a further analysis of soil contamination that (a) discloses
7 whether and to what extent excavation and pile driving would disturb residual toxins under the
8 Palo Verde Mesa Solar Project (the “Project”) site and (b) revises Mitigation Measure HAZ-1 to
9 address all soil contamination to be disturbed or removed, including soil contaminated by fuel
10 from underground storage tanks, all as needed to comply with the Court’s Notice of Ruling dated
11 July 11, 2019 (“Notice of Ruling”).

12 2. Respondent shall add to its EIR, a further analysis of the issue of mitigation on the
13 solar facility site for the burrowing owl sufficient to explain (a) whether and how the mitigation
14 lands are adequate to compensate for the total loss of potential habitat on the solar facility site and
15 (b) whether and how the mitigation lands would be maintained for the burrowing owl in
16 perpetuity, all as needed to comply with the Notice of Ruling.

17 3. Respondent shall decertify only the portions of the EIR referenced in Paragraphs 1
18 and 2, above, and prepare a revised environmental analysis, addressing only those two issues, as
19 follows:

20 a. Prepare an Addendum to the EIR if, based on the further analysis necessary
21 to comply with the ruling, Respondent finds that any of the conditions described in 14 CCR
22 section 15162 (a)(3) calling for preparation of a subsequent or supplemental EIR do not exist; or

23 b. Prepare a Supplement to the EIR if, based on the further analysis necessary
24 to comply with the ruling, Respondent finds that any of the conditions described in 14 CCR
25 section 15162 (a)(3) calling for preparation of a subsequent or supplemental EIR exist. If a
26 Supplement is prepared, circulate it for public comment if recirculation is required under 14 CCR
27 section 15088.5(a)(1), (2), or (3) with respect to the additional analysis required above.
28

1 4. Upon consideration of the Addendum or Supplement, the Board of Supervisors of
2 the County of Riverside shall exercise its discretion to determine whether to:

3 a. Find that no modifications to any of the Board's project approvals are
4 required based upon the further analysis described in Paragraphs 1 and 2;

5 b. Modify some or all of the project approvals to incorporate changes to the
6 Project or to its conditions of approval or mitigation measures based upon the further analysis
7 described in Paragraphs 1 and 2; or

8 c. Rescind some or all of the project approvals based upon the further
9 analysis described in Paragraphs 1 and 2.

10 Project approvals are stayed, and no construction of the Project shall commence unless
11 and until Respondent completes corrective action to address the two deficiencies in the EIR and
12 Respondent has complied with this writ.

13 Under California Public Resources Code Section 21168.9(b), this peremptory writ shall be
14 limited to the two issues referenced above, which two issues are severable from the remainder of
15 the EIR and Respondent's findings and approvals in connection with the Project; severance will
16 not prejudice complete and full compliance with the California Environmental Quality Act
17 ("CEQA"). The further review and action required relates only to the feasibility of mitigation for
18 two discrete potential impacts, and the specifics of the measures to be required, if mitigation is
19 found to be feasible. Other than the two issues referenced above, the Project, Project approvals,
20 and the EIR were found to be in compliance with CEQA.

21 Under California Public Resources Code Section 21168.9(c), this Court does not direct
22 Respondent to exercise its lawful discretion in any particular way in complying with this
23 peremptory writ.

24 Under California Public Resources Code Section 21168.9(b), this Court will retain
25 jurisdiction over Respondent's proceedings by way of a return to this peremptory writ until the
26 Court has determined that Respondent has complied with the provisions of CEQA.

27 Respondent must file a return to this peremptory writ no later than 180 days after the
28 issuance of this writ describing the steps Respondent has taken to comply with the judgment and

1 writ. Any objections to the return shall be filed no later than 30 days after service of the return. If
2 any objections to the return are filed, Respondent and Real Parties in Interest shall have 30 days
3 to respond to such objections, and the Court will conduct a hearing on the return to the writ as
4 soon as such hearing can be calendared.

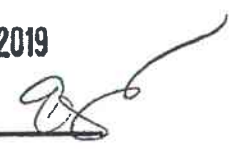
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DATED: _____, 2019

Randall S. Stamen, Judge of the Superior Court

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

SIERRA CLUB Plaintiff/Petitioner	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE MAR 06 2019 E. Usher 
COUNTY OF RIVERSIDE Defendant/Respondent	CASE NUMBER: RIC1722026
DOCUMENT COVERSHEET	

AA
MAR 11 2019

Full Document Title: Judgment on the Writ of Mandate-CEQA of Sierra Club

(If the document is not officially titled, please provide the description of what is being filed.)

Other File Clerk Notes: _____

FEB 19 2019

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 06 2019

E. Usher 

10 *Attorneys for Real Party in Interest, TSG Cherry Valley, L.P.,*
11 *and Respondent, County of Riverside*

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20 *Attorneys for Respondent, County of Riverside*

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **COUNTY OF RIVERSIDE**

By Fax

23 SIERRA CLUB,
24 Petitioner,

25 v.

26 COUNTY OF RIVERSIDE,
27 Respondent.

CASE NO. RIC 1722026

(Consolidated with Case No. RIC 1722063)

[Assigned for all purposes to Hon. Daniel A. Ottolia,
Dept. 04]

**TSG CHERRY VALLEY, L.P. AND COUNTY
OF RIVERSIDE'S (PROPOSED) JUDGMENT
GRANTING WRIT OF MANDATE**

Action Filed: November 21, 2017

28 CHERRY VALLEY PASS ACRES AND
29 NEIGHBORS, a California non-profit
30 corporation, and CHERRY VALLEY
31 ENVIRONMENTAL PLANNING GROUP, a
32 California non-profit corporation,
Petitioners.

v.

COUNTY OF RIVERSIDE,
Respondent.

TSG Cherry Valley, L.P., a California limited
partnership; and ROES 1 through 100,
inclusive,
Real Party in Interest.

1 **JUDGMENT**

2 This matter came on regularly for hearing on February 7, 2019, before the Honorable Daniel A.
3 Ottolia, Judge Presiding, in Department 4 of this Court, located at 4050 Main Street, Riverside,
4 California 92501. Abigail Smith appeared on behalf of Petitioner Sierra Club; Robert C. Goodman and
5 E. Jacob Lubarsky appeared on behalf of Petitioners Cherry Valley Pass Acres and Neighbors and
6 Cherry Valley Environmental Group (together, with Sierra Club, "Petitioners"); Melissa R. Cushman
7 appeared on behalf of Respondent County of Riverside ("Respondent"); and Brady R. McShane and
8 Matthew R. Gershman appeared on behalf of Respondent as well as Real Party in Interest TSG Cherry
9 Valley, L.P.

10 The Court having reviewed the record in this matter, the briefs submitted, and the arguments of
11 counsel; the matter having been submitted for decision; and the Court having ordered that judgment
12 and a peremptory writ of mandate issue in this proceeding,

13
14 **IT IS ORDERED** that:

- 15 1. Judgment is hereby entered partially granting and partially denying Petitioners' petitions in
16 this proceeding.
- 17 2. A peremptory writ of mandate directed to Respondent shall issue under seal of this Court,
18 ordering Respondent to:
- 19 a. Address, in its Final Environmental Impact Report ("FEIR"), Southern California
20 Air Quality Management District's recommendation to maximize the use of solar
21 panels and provide an explanation as to why the mitigation measure was not adopted
22 (*see* Admin. Record, p. 349);
 - 23 b. Include, in its FEIR, a further analysis of the TSG Cherry Valley project's
24 ("Project") projected transportation energy use requirements and, in particular, its
25 overall use of efficient transportation alternatives (*see* Admin. Record, pp. 3028-
26 3030 [i.e., FEIR Section 5.5 — Energy Conservation and Appendix F
27 Considerations: Energy Use from Vehicles]).
- 28 3. Petitioners' prayers for relief sought: (i) a peremptory writ of mandate requiring Respondent
29 to vacate and set aside its certification of Final Environmental Impact Report No. 534, and
30 to rescind related approvals for the Project; (ii) a suspension of all activity under the
31 certification and Project approval that could result in any change or alteration in the physical
32 environment; (iii) the preparation, circulation, and consideration of a legally adequate

1 Environmental Impact Report for the Project; and (iv) other preliminary and permanent
2 injunctive relief. At the February 7, 2019 hearing on the petitions, this Court partially
3 granted the petitions only as to the two issues referenced in Paragraph 2, above, and
4 otherwise denied all relief.

- 5 4. Accordingly, under California Public Resources Code Section 21168.9(a), a peremptory
6 writ of mandate shall be issued directing Respondent to decertify the portions of the FEIR
7 referenced in Paragraph 2, above, and prepare a revised environmental analysis, addressing
8 only the two issues referenced in Paragraph 2, above. Further, the Project approvals shall
9 remain in place; however, no Project activity (including construction) shall commence
10 unless and until Respondent completes corrective action to address the two deficiencies in
11 the FEIR and Respondent has complied with the California Environmental Quality Act
12 (“CEQA”) and this Court’s writ.
- 13 5. Pursuant to California Public Resources Code Section 21168.9(b), the two issues referenced
14 in Paragraph 2, above, are severable from the remainder of the FEIR and Respondent’s
15 findings and approvals in connection with the Project; severance will not prejudice complete
16 and full compliance with CEQA; and the Court finds the remainder of the FEIR to be in
17 compliance with CEQA. Other than the two issues referenced in Paragraph 2, above, the
18 Project, Project approvals, and the FEIR were found to be in compliance with CEQA.
19 Further, the remainder of the FEIR and the Project approvals do not directly relate to the
20 two issues referenced in Paragraph 2, above, and are based on portions of the FEIR that are
21 not affected by the decision. Therefore, no remedial action is required unless compliance
22 with the writ changes or affects previous Project approvals. Leaving the remainder of the
23 FEIR and Project approvals in place will not prejudice complete and full compliance with
24 CEQA because, as required above, no Project activity (including construction) that could
25 result in an adverse change or alteration to the physical environment is allowed under the
26 writ unless and until Respondent takes corrective action to address the two FEIR
27 deficiencies identified above and Respondent has complied with CEQA and the writ.
- 28 6. This Court reserves jurisdiction over Respondent’s return to the writ.

29 DATED: 5-26, 2019

30 
31 THE HONORABLE DANIEL A. OTTOLIA
32 Judge, Superior Court for the County of Riverside

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

3 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a
4 party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles,
California 90067.

5 On February 19, 2019, I served the TSG CHERRY VALLEY, L.P. AND COUNTY OF
6 RIVERSIDE'S (PROPOSED) JUDGMENT GRANTING WRIT OF MANDATE on the interested
parties, addressed as follows:

7 ROGERS JOSEPH O'DONNELL
8 Robert C. Goodman
rgoodman@rjo.com
9 E. Jacob Lubarsky
jlubarsky@rjo.com
10 311 California Street
San Francisco, California 94104
11 Attorneys for Petitioners
Cherry Valley Pass Acres and Neighbors and
12 Cherry Valley Environmental Planning Grp

Abigail Smith
abby@socalceqa.com
Law Offices of Abigail Smith
1455 Frazee Road, Suite 500
San Diego, CA 92108

Attorneys for Petitioner Sierra Club

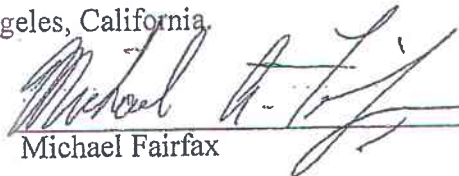
13 Melissa R. Cushman, Deputy County Counsel
14 mcushman@rivco.org
County of Riverside
15 3960 Orange Street, Suite 500
Riverside, CA 92501
16 Attorneys for Respondent County of Riverside

17 [BY MAIL] By placing the document(s) listed above in a sealed envelope with postage thereon
18 fully prepaid, in the United States mail at Los Angeles, California addressed as set forth above. I
19 am familiar with the firm's practice of collection and processing correspondence for mailing.
Under that practice it would be deposited with the U.S. postal service on that same day with
postage thereon fully prepaid in the ordinary course of business.

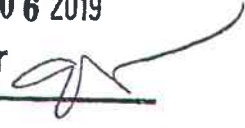
20 (BY OVERNIGHT DELIVERY)
21 I enclosed the documents in an envelope or package provided by an overnight delivery carrier and
22 addressed to the persons above. I placed the envelope or package for collection and overnight
delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

23 (STATE) I declare under penalty of perjury under the laws of the State of California that the
24 above is true and correct.

25 Executed on February 19, 2019 at Los Angeles, California

26 
27 Michael Fairfax

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

<p>SIERRA CLUB Plaintiff/Petitioner</p> <p>vs.</p> <p>COUNTY OF RIVERSIDE Defendant/Respondent</p>	<p>FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE</p> <p>MAR 06 2019 E. Usher </p> <p>CASE NUMBER: RIC1722026</p>
<p>DOCUMENT COVERSHEET</p>	

AAU
MAR 11 2019

Full Document Title: Order for TSG Cherry Valley LP and County of Riverside Peremptory Writ of Mandate

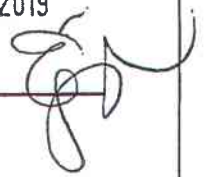
(If the document is not officially titled, please provide the description of what is being filed.)

Other File Clerk Notes: _____

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 06 2019

E. Usher



1 Ellen Berkowitz (CA SBN 143325)
2 Brady R. McShane (CA SBN 218471)
3 Matthew R. Gershman (CA SBN 253031)
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9 Telephone: 310.586.7700 / Facsimile: 310.586.7800

10 *Attorneys for Real Party in Interest, TSG Cherry Valley, L.P.,*
11 *and Respondent, County of Riverside*

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18 Riverside, CA 92501
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20 *Attorneys for Respondent, County of Riverside*

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

22 **COUNTY OF RIVERSIDE**

23 *By Fax*

24 SIERRA CLUB,
25 Petitioner,

26 v.

27 COUNTY OF RIVERSIDE,
28 Respondent.

29 CHERRY VALLEY PASS ACRES AND
30 NEIGHBORS, a California non-profit
31 corporation, and CHERRY VALLEY
32 ENVIRONMENTAL PLANNING GROUP, a
California non-profit corporation,
Petitioners.

v.

COUNTY OF RIVERSIDE,
Respondent.

TSG Cherry Valley, L.P., a California limited
partnership; and ROES 1 through 100,
inclusive,
Real Party in Interest.

CASE NO. RIC 1722026

(Consolidated with Case No. RIC 1722063)

[Assigned for all purposes to Hon. Daniel A. Ottolia,
Dept. 04]

**TSG CHERRY VALLEY, L.P. AND COUNTY
OF RIVERSIDE'S (PROPOSED)
PEREMPTORY WRIT OF MANDATE**

Action Filed: November 21, 2017

1 PEREMPTORY WRIT OF MANDATE

2 Judgment having been entered in this proceeding, ordering that a peremptory writ of mandate be
3 issued from this Court,

4
5 **IT IS ORDERED** that, immediately on service of this peremptory writ:

- 6 1. Respondent County of Riverside (“Respondent”) shall address, in its Final Environmental
7 Impact Report (“FEIR”), Southern California Air Quality Management District’s
8 recommendation to maximize the use of solar panels and provide an explanation as to why
9 the mitigation measure was not adopted (*see* Admin. Record, p. 349). This issue is
10 remanded to Respondent for further consideration.
- 11 2. Respondent shall include, in the FEIR, a further analysis of the TSG Cherry Valley Project’s
12 (“Project”) projected transportation energy use requirements and, in particular, its overall
13 use of efficient transportation alternatives (*see* Admin. Record, pp. 3028-3030 [i.e., FEIR
14 Section 5.5 — Energy Conservation and Appendix F Considerations: Energy Use from
15 Vehicles]). This issue is remanded to Respondent for further consideration.

16
17 Under California Public Resources Code Section 21168.9(b), the peremptory writ shall be
18 limited to the two issues referenced above, which two issues are severable from the remainder of the
19 FEIR and Respondent’s findings and approvals in connection with the Project; severance will not
20 prejudice complete and full compliance with the California Environmental Quality Act (“CEQA”); and
21 the Court finds the remainder of the FEIR to be in compliance with CEQA. Other than the two issues
22 referenced above, the Project, Project approvals, and the FEIR were found to be in compliance with
23 CEQA. Further, the Project approvals shall remain in place; however, no Project activity (including
24 construction) shall commence unless and until Respondent completes corrective action to address the
25 two deficiencies in the FEIR and Respondent has complied with CEQA and this writ. The remainder
26 of the FEIR and the Project approvals do not directly relate to the two issues referenced above, and are
27 based on portions of the FEIR that are not affected by the decision. Therefore, no remedial action is
28 required unless compliance with this writ changes or affects previous Project approvals. Leaving the
29 remainder of the FEIR and Project approvals in place will not prejudice complete and full compliance
30 with CEQA because, as required above, no Project activity (including construction) that could result in
31 an adverse change or alteration to the physical environment is allowed under this writ unless and until
32 Respondent takes corrective action to address the two FEIR deficiencies identified above and

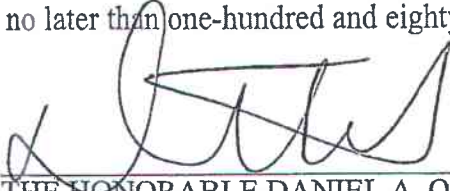
1 Respondent has complied with CEQA and this writ.

2 Under California Public Resources Code Section 21168.9(c), this Court does not direct
3 Respondent to exercise its lawful discretion in any particular way in complying with this peremptory
4 writ.

5 Under California Public Resources Code Section 21168.9(b), this Court will retain jurisdiction
6 over Respondent's proceedings by way of a return to this peremptory writ until the Court has
7 determined that Respondent has complied with the provisions of CEQA.

8 Respondent must file a return to this writ no later than one-hundred and eighty (180) days after
9 the issuance of this writ.

10
11 DATED: 2-26, 2019


THE HONORABLE DANIEL A. OTTOLIA
Judge, Superior Court for the County of Riverside

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

3 I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a
4 party to the within action; my business address is 1840 Century Park East, Suite 1900, Los Angeles,
California 90067.

5 On February 19, 2019, I served the TSG CHERRY VALLEY, L.P. AND COUNTY OF
6 RIVERSIDE'S (PROPOSED) PEREMPTORY WRIT OF MANDATE on the interested parties,
addressed as follows:

7 ROGERS JOSEPH O'DONNELL
8 Robert C. Goodman
rgoodman@rjo.com
9 E. Jacob Lubarsky
jlubarsky@rjo.com
10 311 California Street
San Francisco, California 94104
11 Attorneys for Petitioners
Cherry Valley Pass Acres and Neighbors and
12 Cherry Valley Environmental Planning Grp

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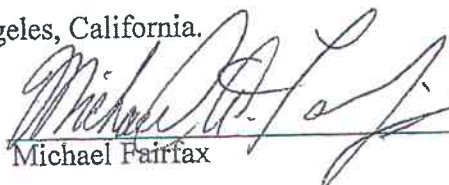
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16 Attorneys for Respondent County of Riverside

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21 I enclosed the documents in an envelope or package provided by an overnight delivery carrier and
22 addressed to the persons above. I placed the envelope or package for collection and overnight
delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

23 (STATE) I declare under penalty of perjury under the laws of the State of California that the
24 above is true and correct.

25 Executed on February 19, 2019 at Los Angeles, California.

26 
Michael Fairfax

1 **PROOF OF SERVICE**

2 I, Linda Bernstein, declare:

3 I am a citizen of the State of California, over the age of eighteen years and not a party to
4 the within-entitled action. My business address is 11452 El Camino Real, Suite 300, San Diego,
5 California 92130. On September 6, 2019, I served a copy of the within document(s):

6 RESPONDENT AND REAL PARTIES' OBJECTIONS TO PROPOSED JUDGMENTS AND
7 WRITS; [PROPOSED] JUDGMENTS AND WRITS and this Proof of Service as stated below:



BY E-MAIL OR ELECTRONIC TRANSMISSION. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.



BY MAIL. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing. Under that practice a true and correct copy of the document(s) listed above was placed in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California at San Diego, addressed as set forth below

10 Tanya A. Gulesserian, Esq.
11 tgulesserian@adamsbroadwell.com
12 Christina M. Caro, Esq.
13 ccaro@adamsbroadwell.com
14 ADAMS BROADWELL JOSEPH & CARDOZO
15 601 Gateway Blvd., Suite 1000
16 South San Francisco, CA 940080
17 Telephone: 650.589.1660
18 Facsimile: 650.589.5062
19 *Attorneys for Petitioners,*
20 **CITIZENS FOR RESPONSIBLE SOLAR,**
21 **CALIFORNIA UNIONS FOR RELIABLE ENERGY;**
22 **GEORGE ELLIS; AND JAMES HENNEGAN**

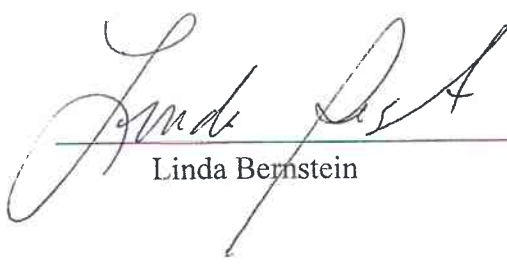
23 Hannah Bentley, Esq
24 bentley@blumcollins.com.
25 Craig Collins, Esq.
26 collins@blumcollins.com
27 BLUM COLLINS LLP
28 707 Wilshire Blvd.
Los Angeles, CA 90017
On Behalf of Petitioners in *Golden State Environmental Justice Alliance v. County of Riverside, et al.,*
Case No. RIC18565,



BY OVERNIGHT DELIVERY SERVICE. I caused such envelope to be deposited with an overnight delivery service for delivery the next business day, or at most, within two business days of the above date.

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 6, 2019, at San Diego, California.



Linda Bernstein

EXHIBIT D

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

10. GENERAL CONDITIONS

EVERY DEPARTMENT

10. EVERY. 1 USE - PROJECT DESCRIPTION

RECOMMND

The use hereby permitted is to construct, operate, and maintain a 230 kilovolt (kV) electrical transmission line (gen-tie line) in connection with a photovoltaic (PV) solar energy generating facility with a capacity up to 463.5 megawatts (MW) known as the Palo Verde Mesa Solar Energy Project. The solar power plant would generate and deliver solar power to the California electrical grid through an interconnection at the Colorado River Substation (CRS). In order to connect this facility to the electrical grid it is necessary to construct a transmission or Gen-Tie Line. A new 14.5 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line would connect the proposed Project with the approved Colorado River Substation located southwest of the Project site subject to Public Use Permit (2.7 miles of the generation-tie line are located within the Project site, and 11.8 miles are located off-site within a 100-foot-wide BLM ROW between the Project site and the Colorado River Substation). These conditions of approval only apply to the portion of the Project under the County's jurisdiction, even if a condition of approval references the entire Project acreage.

Other Planning Cases associated with the Palo Verde Mesa Solar Energy Project include Conditional Use Permit No. 3684 and Development Agreement No. 86.

10. EVERY. 2 USE - HOLD HARMLESS

RECOMMND

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

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

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

AR003741

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

10. GENERAL CONDITIONS

10. EVERY. 2 USE - HOLD HARMLESS (cont.) RECOMMND

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

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

10. EVERY. 3 USE - DEFINITIONS RECOMMND

The words identified in the following list that appear in all capitals in the attached conditions of Public Use Permit No. 916 shall be henceforth defined as follows:

APPROVED EXHIBIT A = Public Use Permit No. 916 , Exhibit A, Sheets 1-2, dated 1/4/16.

10. EVERY. 4 USE - 90 DAYS TO PROTEST RECOMMND

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

10. EVERY. 5 USE - BOS B-29 POLICY (SOLAR) RECOMMND

In order to secure public health, safety, and welfare, this project shall be subject to the requirements of Board of Supervisors Policy Number B-29 (Solar Power Plant Policy). The applicant has proposed entering into a Development Agreement (DA No. 86) with the County. Board of Supervisors Policy No. B-29 states, "[N]o approval required by Ordinance Nos. 348 or 460 shall be given for a solar power plant unless the Board first approves a development

AR003742

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

10. GENERAL CONDITIONS

10. EVERY. 5 USE - BOS B-29 POLICY (SOLAR) (cont.) RECOMMND

agreement with the solar power plant owner and the development agreement is effective." County staff has reached an agreement with the applicant on the provisions of the development agreement that are consistent with Board of Supervisor Policy No. B-29. In the event it is determined that the provisions of DA No. 86 are inconsistent with Board of Supervisors Policy No. B-29, the provisions of DA No. 86 shall control.

10. EVERY. 6 USE - DEVELOPMENT AGREEMENT RECOMMND

The use approved under Public Use Permit No. 916 shall not be effective until Development Agreement No. 86 is effective. All use of Public Use Permit No. 916 shall be done in strict compliance with the provisions of Development Agreement No. 86 and these conditions of approval.

FIRE DEPARTMENT

10.FIRE. 1 USE-FIRE STRATEGIC PLANNING RECOMMND

The Proposed project may have a cumulative adverse impact on the Fire Department's ability to provide an acceptable level of service. These impacts include an increase in the number of emergency and public service calls due to the increased presence of structures, traffic and population. The project proponents/developers will be expected to provide for a proportional mitigation to these impacts via capitol improvements and/or impact fees.

PLANNING DEPARTMENT

10.PLANNING. 1 REN ENG - UTILITY COORDINATION RECOMMND

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

10.PLANNING. 2 REN ENG - FUTURE INTERFERENCE RECOMMND

If the operation of this facility generates electronic interference with or otherwise impairs the operation of any

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

10. GENERAL CONDITIONS

10.PLANNING. 2 REN ENG - FUTURE INTERFERENCE (cont.) RECOMMND

communication facilities, the developer/permit holder shall take immediate action and consult with County Information Technology staff to develop and implement measures acceptable to the Department of Information Technology.

10.PLANNING. 3 REN ENG - REPLACE OR MODIFY RECOMMND

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

10.PLANNING. 4 REN ENG - ON SITE DIST. LINES RECOMMND

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

10.PLANNING. 6 REN ENG - NO FINAL NO CONNECT RECOMMND

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

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

10.PLANNING. 7 USE - SOLAR PROJECTS RECOMMND

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

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

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

10. GENERAL CONDITIONS

10.PLANNING. 7 USE - SOLAR PROJECTS (cont.) RECOMMND

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

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

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

10.PLANNING. 8 USE - COMPLY WITH ORD./CODES RECOMMND

The development of these premises shall comply with the standards of Ordinance No. 348 and all other applicable Riverside County ordinances and State and Federal codes. The development of the premises shall conform substantially with that as shown on APPROVED EXHIBIT A, unless otherwise amended by these conditions of approval.

10.PLANNING. 9 USE - FEES FOR REVIEW RECOMMND

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

10.PLANNING. 10 USE - CAUSES FOR REVOCATION RECOMMND

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

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

10. GENERAL CONDITIONS

10.PLANNING. 11 USE - CEASED OPERATIONS RECOMMND

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

10.PLANNING. 12 USE - NO OUTDOOR ADVERTISING RECOMMND

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

10.PLANNING. 13 USE - LIGHTING HOODED/DIRECTED RECOMMND

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

10.PLANNING. 14 USE - MMRP RECOMMND

The mitigation measures set forth in the Mitigation Monitoring and Reporting Program ("MMRP") that are not otherwise included in these Conditions of Approval are hereby incorporated into these Conditions of Approval and shall be enforced by the agency or agencies listed in the MMRP. These Conditions of Approval, including the MMRP, establish the timing of compliance with all conditions of approval and all mitigation measures applicable to this permit. The County shall enforce compliance with these Conditions of Approval as otherwise permitted by law pursuant to Condition No. 10.Planning.10 and as required by the procedures set forth in County Ordinance No. 348.

10.PLANNING. 15 USE - ALUC CONDITIONS RECOMMND

1.The following uses shall be prohibited:

(a)Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

(b)Any use which would cause sunlight to be reflected

AR003746

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

10. GENERAL CONDITIONS

10. PLANNING. 15 USE - ALUC CONDITIONS (cont.)

RECOMMND

towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.

(c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area.

(d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

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

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

4. Prior to issuance of building permits for any structures or panels on those parcels located wholly or partially within Airport Compatibility Zone B1, the landowner shall convey an avigation easement to the County of Riverside as owner of Blythe Airport.

5. The attached notice shall be provided to all potential purchasers, and shall be recorded as a deed notice for those parcels within the project located wholly or partially within Airport Compatibility Zones C and D.

6. All photovoltaic panels installed on the project shall have received an anti-reflective coating to minimize the potential for hazardous glare to occur to aircraft.

7. In the event that any incidence of glint, glare, or flash affecting the safety of air navigation occurs as a result of project operation, upon notification to the airport operator of an incidence, the airport operator shall notify the project operator in writing. Within 30 days of written notice, the project operator shall be required to promptly take all measures necessary to eliminate such glint, glare, or flash. An "incidence" includes any situation that results in an accident, incident, "near-miss," or specific safety complaint regarding an in-flight experience to the airport operator or to federal, state, or county

AR003747

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

10. GENERAL CONDITIONS

10. PLANNING. 15 USE - ALUC CONDITIONS (cont.) (cont.)

RECOMMND

authorities responsible for the safety of air navigation:
The project operator shall work with the airport operator to prevent recurrence of the incidence. Suggested measures may include, but are not limited to, reprogramming the alignment of the panels or covering them at the time of day when incidences of glare occur to diminish or eliminate the source of the glint, glare, or flash. For each such incidence made known to the project operator, the necessary remediation shall only be considered to have been fulfilled when the airport operator states in writing that the situation has been remediated to the airport operator's satisfaction.

8. In the event that any incidence of electrical interference affecting the safety of air navigation occurs as a result of project operation, upon notification to the airport operator of an incidence, the airport operator shall notify the project operator in writing. Within 30 days of written notice, the project operator shall be required to promptly take all measures necessary to eliminate such interference. An "incidence" includes any situation that results in an accident, incident, "near-miss," report by airport personnel, or specific safety complaint to the airport operator or to federal, state, or county authorities responsible for the safety of air navigation. The project operator shall work with the airport operator to prevent recurrence of the incidence. For each such incidence made known to the project operator, the necessary remediation shall only be considered to have been fulfilled when the airport operator states in writing that the situation has been remediated to the airport operator's satisfaction.

9. The Federal Aviation Administration (FAA) has conducted aeronautical studies (Aeronautical Study Nos. 2012-AWP-5708-OE through 2012-AWP-5728-OE) and has determined that neither marking nor lighting of the proposed structures are necessary for aviation safety. However, if marking and/or lighting for aviation safety are accomplished on a voluntary basis, any such lighting shall be installed in accordance with FAA Advisory Circular 70/7460-1 K Change 2. Such lighting shall be maintained in accordance therewith for the life of the project.

10. The maximum height of the proposed structure, including all mounted appurtenances and aviation safety lighting (if

AR003748

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

10. GENERAL CONDITIONS

10.PLANNING. 15 USE - ALUC CONDITIONS (cont.) (cont.) (cont.)RECOMMND

any), shall not exceed the heights as noted in each Determination of No Hazard to Air Navigation for each respective structure.

11. In accordance with the Determinations of No Hazard to Air Navigation issued for the subject structures, the determinations do include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated in each respective determination. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

12. The specific coordinates, height, top point elevation, power, and frequencies of the proposed facility shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, that reduction in structure height or elevation shall not require further review by the Airport Land Use Commission.

13. Within five (5) days after construction reaches its greatest height, the permittee shall complete Form 7460-2, Notice of Actual Construction or Alteration, and submit said form to the Federal Aviation Administration Southwest Regional Office Obstruction Evaluation Service at 2601 Meacham Boulevard, Fort Worth, TX 76137 or online at www.oaaaa.faa.gov. This requirement is also applicable in the event the project is abandoned.

20. PRIOR TO A CERTAIN DATE

PLANNING DEPARTMENT

20.PLANNING. 1 USE - LIFE OF THE PERMIT RECOMMND

The life of Public Use Permit No. 916 shall terminate on July 25, 2047. This permit shall thereafter be null and void and of no effect whatsoever.

20.PLANNING. 2 USE - EXPIRATION DATE-CUP/PUP RECOMMND

This approval shall be used within eight (8) years of the approval date; otherwise, it shall become null and void and of no effect whatsoever. By use is meant completion of

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

20. PRIOR TO A CERTAIN DATE

20.PLANNING. 2 USE - EXPIRATION DATE-CUP/PUP (cont.) RECOMMND

construction and the actual occupancy of existing buildings or land under the terms of the authorized use.

The Planning Director, at his/her, discretion, may grant additional years beyond the eight (8) years stated above. Should the years be granted and the completion of construction and the actual occupancy of existing buildings or land under the terms of the authorized use not occur, the approval shall become null and void and of no effect whatsoever.

60. PRIOR TO GRADING PRMT ISSUANCE

PLANNING DEPARTMENT

60.PLANNING. 1 USE - FEE STATUS RECOMMND

Prior to the issuance of grading permits for Public Use Permit No. 916, the Planning Department shall determine the status of the deposit based fees. If the fees are in a negative status, the permit holder shall pay the outstanding balance.

60.PLANNING. 2 USE - REQUIRED APPLICATIONS RECOMMND

No grading permits shall be issued until Development Agreement No. 86 has been approved and adopted by the Board of Supervisors and have been made effective.

80. PRIOR TO BLDG PRMT ISSUANCE

PLANNING DEPARTMENT

80.PLANNING. 2 REN ENG - REMEDIATION BONDING RECOMMND

Prior to the issuance of building permits, the developer/permit holder shall bond or provide another appropriate and sufficient security in a form acceptable to the County in the County's sole discretion to cover the costs of all foreign material removal and site restoration including but not limited to removal of foundations, towers, transformers, inverters and cables. The amount shall be as specified and agreed upon in an engineering estimate prepared by a California Registered Engineer and that has been reviewed and approved by the County.

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

80. PRIOR TO BLDG PRMT ISSUANCE

80.PLANNING. 2 REN ENG - REMEDIATION BONDING (cont.) RECOMMND

The bond shall be held for life of the permit, but may be released sooner by the Board of Supervisors upon approval of a final demolition and site restoration inspection by the Department of Building and Safety. Thereafter, and with no interruption in the bonding security of the project, bonds shall be renewed in five (5) year increments to include the expiration date of the permit(s) granted, as referenced herein.

If the Planning Director determines, at any time during the term of the bond or other security, that the amount of the bond or other security has become insufficient, the permit holder shall increase the amount of the bond or other security within thirty (30) days after being notified that the amount is insufficient, but the required increase shall not exceed the increase in the U.S. Department of Labor Consumer Price Index for the Los Angeles-Long Beach Metropolitan Area.

80.PLANNING. 3 USE - FEE STATUS RECOMMND

Prior to issuance of building permits for Public Use Permit No. 916, the Planning Department shall determine the status of the deposit based fees for project. If the case fees are in a negative state, the permit holder shall pay the outstanding balance.

80.PLANNING. 4 USE - REQUIRED APPLICATIONS RECOMMND

No building permits shall be issued until Development Agreement No. 86 have been approved and adopted by the Board of Supervisors and have been made effective.

90. PRIOR TO BLDG FINAL INSPECTION

PLANNING DEPARTMENT

90.PLANNING. 2 REN ENG - ON SITE DIST. LINES RECOMMND

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

The Planning Department shall verify this condition as part of the final inspection, and shall clear this condition

PUBLIC USE PERMIT Case #: PUP00916

Parcel: 879-090-049

90. PRIOR TO BLDG FINAL INSPECTION

90.PLANNING. 2 REN ENG - ON SITE DIST. LINES (cont.) RECOMMND

upon determination of compliance.

90.PLANNING. 3 USE - ORD NO. 659 (DIF) RECOMMND

As set forth in Development Agreement No. 86, the applicant and the County acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial, or industrial development. For that reason, the applicant and the County agree that the application and payment of the Palo Verde Area Plan Surface Mining Development Impact Fee category from Ordinance No. 659 computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 is appropriate for this development project due to similar development impacts. The County and applicant acknowledge and agree that the Project Area acreage use for the computation of Development Impact Fees shall be 2,024 acres total for both Public Use Permit No. 916 and Conditional Use Permit No. 3684. The applicant and the County further acknowledge that any temporary reduction of fees approved by the Board of Supervisors in place at the time of payment of fees shall be applicable to the Project.

In the event Riverside County Ordinance No. 659 is rescinded, this condition will no longer be applicable. However, should Riverside County Ordinance No. 659 be rescinded and superseded by a subsequent mitigation fee ordinance, payment of the appropriate fee set forth in that ordinance shall be required so long as it does not conflict with the agreed upon terms of Development Agreement No. 86.

90.PLANNING. 4 USE - FEE STATUS RECOMMND

Prior to final building inspection for Public Use Permit No. 916, the Planning Department shall determine the status of the deposit based fees. If there are fees owed to the County, the permit holder shall pay the outstanding balance.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
Superior Court of California

Minute Order/Judgment

CASE NO: RIC1718458 DATE: 10/01/19 DEPT:07
CASE NAME: CITIZENS FOR RESPONSIBLE VS COUNTY OF RIVERSIDE
CASE CATEGORY: Writ of Mandamus (Mandate) CEQA (Riverside)

HEARING: Court on its Own Motion: Ruling on Objections to Petitioners'
Proposed Judgment

Honorable Judge Randall S Stamen, Presiding

Clerk: L. Howell

Reporter: None

No appearance made by either party.

Court makes the following orders:

The Court considers Respondent and Real Parties' Objections to
Petitioners' Proposed Judgments and Writs. It SUSTAINS the Objections
and enters the Proposed Judgments and issues the Proposed Peremptory
Writs Attached to the Objections.

Notice to be given by Court

Clerk's Certificate of Mailing re: Court's own motion minute order

Notice sent to ADAMS BROADWELL JOSEPH & COARDOZO on 10/01/19

Notice sent to COUNTY COUNSEL - RIVERSIDE on 10/01/19

Notice sent to PERKINS COIE on 10/01/19

Notice sent to PERKINS COIE LLP on 10/01/19

Notice sent to BLUM COLLINSLLP on 10/01/19

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
4050 Main Street
Riverside, CA 92501
www.riverside.courts.ca.gov

CLERK'S CERTIFICATE OF MAILING

CITIZENS FOR RESPONSIBLE SOLAR

vs.

CASE NO. RIC1718458

COUNTY OF RIVERSIDE

TO: BLUM COLLINS LLP
707 WILSHIRE BOULEVARD, SUITE
4880
LOS ANGELES CA 90017

I certify that I am currently employed by the Superior Court of California, County of Riverside and I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the attached Court's own motion minute order on this date, by depositing said copy as stated above.

Court Executive Officer/Clerk

Dated: 10/01/19

by:


LISA A HOWELL, Deputy Clerk

EXHIBIT B

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



**ITEM: 3.27
(ID # 13319)**

MEETING DATE:

Tuesday, September 15, 2020

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: SET ASIDE CERTIFICATION FOR PORTIONS OF ENVIRONMENTAL IMPACT REPORT NO. 532 AND PORTIONS OF RESOLUTION NO. 2017-199 for Palo Verde Mesa Solar Project (CUP03684, PUP00916, DA00086). - Applicant: Renewable Resources Group – Representative: Power Engineers – Fourth Supervisorial District – Chuckwalla Zoning District – Palo Verde Area Plan – Agriculture (AG), Open Space: Rural (OS:RUR) – Location: northerly of Interstate-10, west of Neighbors Boulevard – Zoning: Controlled Development Areas – 10 Acre Minimum (W-2-10), Light Agriculture – 10 Acre Minimum (A-1-10) – The decertification of portions of the EIR addresses the peremptory writ of mandate issued by the court regarding the lawsuit on the EIR for the project. The EIR was originally certified by the Riverside County Board of Supervisors on August 29, 2017. District 4. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Set aside and vacate certification of portions of Environmental Impact Report No. 532 analysis related to soil contamination and mitigation for burrowing owl, with all other associated project approvals and the certification of the remainder of Environmental Impact Report No. 532 remaining in effect;
2. Set aside and vacate only that portion of Resolution No. 2017-199 certifying portions of Environmental Impact Report No. 532 related to soil contamination and mitigation for burrowing owl, with all other portions of Resolution No. 2017-199 remaining in effect; and
3. Direct County Counsel's office to file a return on the writ with the Court, describing the actions taken by the Board of Supervisors.

ACTION:Policy



Charissa Leach, Assistant TLMA Director

8/31/2020

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

MINUTES OF THE BOARD OF SUPERVISORS

**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:

Summary

On August 29, 2017, Agenda Item 17.5, the Board of Supervisors (Board) adopted Resolution No. 2017-199 Certifying Environmental Impact Report No. 532 and approved Conditional Use Permit No. 3684, Public Use Permit No. 916, and Introduced Ordinance No. 664.59 approving Development Agreement No. 86. Ordinance No. 664.59 was subsequently adopted approving Development Agreement No. 86 on September 12, 2017.

After the Final EIR for this Project was certified, two lawsuits challenging the EIR were filed in the Riverside Superior Court in the cases *Citizens for Responsible Solar v. County of Riverside*, Riverside Superior Court Case No. RIC 1718458, and *Golden State Environmental v. County of Riverside*, Riverside Superior Court Case No. RIC 1718565, which both challenged the Project under the California Environmental Quality Act (CEQA, Pub. Res. Code, § 21000 et seq.) and were subsequently consolidated for limited purposes. On July 11, 2019, the Court issued a Ruling on Petition for Writ of Mandate, ruling that the County was to add further analysis of soil contamination and details on mitigation for potential impacts to burrowing owl to the EIR as well as decertify only the portions of the EIR related to analysis of soil contamination and mitigation for burrowing owl, a ruling which was later finalized in identical judgments and writs of mandate issued in the two cases.

The peremptory writs of mandate, which set forth the actions the County is required to undertake, are identical except for the names of the cases. A copy of the writ from one of the cases, and the Notice of Ruling referenced in the writ, is attached.

At this time the only action for the Board of Supervisors is to decertify those portions of the EIR as required by the court. The writ also directs the County to prepare and assess additional environmental information, and to exercise discretion regarding whether to modify or rescind some or all of the project approvals. The County is in the process of assessing additional information as required by the writs and will bring other applicable actions to the Board of Supervisors at a future meeting for consideration and decision.

Impact on Residents and Businesses

The partial decertification of the EIR is required by court order and is not expected to impact residents or businesses other than the parties to the litigation.

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

SUPPLEMENTAL:

Additional Fiscal Information

All fees are paid by the applicant. There is no General Fund obligation.

ATTACHMENTS:

- A. Peremptory Writ of Mandate
- B. Notice of Ruling



Jason Farin, Principal Management Analyst 9/8/2020

**STATEMENT OF PROCEEDINGS OF THE BOARD OF SUPERVISORS
RIVERSIDE COUNTY, CALIFORNIA**

ALL MEMBERS PRESENT

**SEPTEMBER 15, 2020
TUESDAY
9:30 A.M.**

**CALL TO ORDER
INVOCATION BY KAREN BARTON, PARALEGAL I-CN, OFFICE OF COUNTY COUNSEL
PLEDGE OF ALLEGIANCE
ROLL CALL
COVID-19 RESPONSE STATUS REPORT**

1 ADMINISTRATIVE ACTION

1.1 13247 CLERK OF THE BOARD: Proof of Publication. [\$0]
(APPROVED)

2 CONSENT CALENDAR

2.1 13084 SUPERVISOR CHUCK WASHINGTON: Reappointment of Arthur W. Salyer to the Advisory Council on Aging, Third District. [\$0]
(APPROVED AS RECOMM.)

2.2 13467 EXECUTIVE OFFICE: State Legislative Update: Receive and File the Legislative Update Report All Districts. [\$0]
(APPROVED AS RECOMM.)

2.3 13480 EXECUTIVE OFFICE: Receive and File the Letters of Opposition to SB 823 (Committee or Budget & Fiscal Review)- DJJ Realignment and SB 977 (Monning)-Attorney General Approval & Oversight [All Districts] [\$0]
(APPROVED AS RECOMM.)

2.4 13456 EXECUTIVE OFFICE: CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT) MONTHLY REPORT SEPTEMBER 2020, All Districts. [\$0]
(CONT'D. TO 09/29/2020 @ 9:30 A.M. OR AS SOON AS POSSIBLE THEREAFTER)

2.5 13153 COUNTY COUNSEL: Approval of the Amended Conflict of Interest Code of the Temecula Valley Unified School District [District 3] [\$0]
(APPROVED AS RECOMM.)

2.6 13188 COUNTY COUNSEL: Approval of the Amended Conflict of Interest Code of the Riverside Transi Agency [District 1, 2, 3 and 5] [\$0]
(APPROVED AS RECOMM.)

2.7 13437 OFFICE ON AGING: Approval of the Riverside County Office on Aging's 2020-2024 Area Plan or Aging (Area Plan), "The Path Ahead", All Districts; [Total Cost: \$0].
(APPROVED AS RECOMM.)

3 POLICY CALENDAR

- 3.1 13486 SUPERVISOR KAREN SPIEGEL AND SUPERVISOR KEVIN JEFFRIES: Establishment of Educational Device Support Program for Riverside County Public Adult Schools, CEQA EXEMPT, All Districts [\$1,000,000 - 100% Federal CARES Act Funds].
(CONT'D. TO 09/29/2020 @ 9:30 A.M. OR AS SOON AS POSSIBLE THEREAFTER)
- 3.2 13301 EXECUTIVE OFFICE: **Introduction of Ordinance No. 960** Relating to Compensation of Civil Grand Jurors; Proposed Increase to the Civil Grand Jury fee from \$25 to \$60 per day; All Districts [\$180,708 - General Fund]
(APPROVED AS RECOMM.)
- 3.3 13432 EXECUTIVE OFFICE: Approval of Third Amendment to Loan Agreement for the Use of County General Funds and Third Amendment to Promissory Note Between the County of Riverside and the Housing Authority of the County of Riverside; District 1, [\$0]; Nothing Further Required - CEQA Exempt.
(CONT'D. TO 09/22/2020 @ 9:30 A.M. OR AS SOON AS POSSIBLE THEREAFTER)
- 3.4 13442 EXECUTIVE OFFICE: FY 19/20 Year-end Cleanup Budget Adjustments and FY 19/20 Designation of Fund Balance for Encumbrances as well as Increase of FY 20/21 Appropriations, All Districts. [\$151,765,636 Total Cost - 8% General Fund and 92% Other Operating Funds] (4/5 Vote Required)
(APPROVED AS RECOMM.)
- 3.5 13457 EXECUTIVE OFFICE: Proposed Schedule for Board Listening Sessions with the Community. All Districts. [\$0]
(APPROVED AS RECOMM.)
- 3.6 13322 AGRICULTURAL COMMISSIONER: Cooperative Agreement No. 20-0412-000-SA with California Department of Food and Agriculture for the Nursery Inspection Program, effective July 1, 2020 through June 30, 2021, All Districts [\$116,890 - 100% State Funds].
(APPROVED AS RECOMM.)
- 3.7 13390 ANIMAL SERVICES: Ratify and Approve Agreement for Animal Services Between City of Cathedral City and County of Riverside for the Provision of Animal Field and Shelter Services Agreement No. 20-003, District 4. [\$219,529 (annually) - 100% Contract Revenue]
(APPROVED AS RECOMM.)
- 3.8 13435 ASSESSOR-COUNTY CLERK-RECORDER: Ratify and Approve Amendment No. 1 to the Professional Services Agreement with Kofile Technologies, Inc. for the Preservation and Digitization of Land Ownership Records, All Districts. [Total (Amendment) Cost \$1,472,001 - 100% CARES Act Reimbursement] (4/5 Vote Required)
(CONT'D. TO 09/29/2020 @ 9:30 A.M. OR AS SOON AS POSSIBLE THEREAFTER)
- 3.9 13330 AUDITOR-CONTROLLER: Revolving Funds Report for Fiscal Year 2019-2020, All District [\$0]
(APPROVED AS RECOMM.)
- 3.10 12537 BUSINESS AND COMMUNITY SERVICES (BCS): Adoption of Resolution No. 2020-142 Intention to Establish Proposed Maintenance-Only Community Facilities District to be Named Community Facilities District No. 20-1M (Springbrook) of the County of Riverside to be Administered by Business and Community Services, Supervisorial District 2 [\$737,380 Ongoing Cost]; CFD 20-1M (Springbrook) - 100%. (Clerk to Advertise)
(SET FOR HEARING ON 10/20/2020 @ 9:30 A.M. OR AS SOON AS POSSIBLE THEREAFTER)
- 3.11 12998 FACILITIES MANAGEMENT – REAL ESTATE (FM-RE): Ratification and approval of Fourth Amendment to Lease with T.W. Investments, Department of Public Health/WIC, Cathedral City, 3 Year Lease Renewal, District 4, CEQA Exempt, [\$256,169], 100% Federal Funds (Clerk to File Notice of Exemption)
(APPROVED AS RECOMM.)

- 3.12 11718 FACILITIES MANAGEMENT (FM) AND RIVERSIDE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH AND RIVERSIDE COUNTY FIRE DEPARTMENT: Riverside County Administrative Center 10th Floor Tenant Improvement Project - California Environmental Quality Act Exempt, Approval of In-Principle, Preliminary Design Development Budget and Architectural Services Agreement with DLR Group, District 2. [\$645,469 - Permit Fees from Environmental Health Budget - 47%; Fire Emergency Services Fund - 53%]
(APPROVED AS RECOMM.)
- 3.13 12822 FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Ratification and approval of License Agreement, Office on Aging Space, 3 Year License Agreement with the City of Blythe, District 4, CEQA Exempt, [\$27,983] 100% Federal Funds (Clerk to File Notice of Exemption)
(APPROVED AS RECOMM.)
- 3.14 12545 HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HHPWS/WDD): Approval of the Agreement for Workforce Innovation and Opportunity Act (WIOA) Program Year 2020/2021 Year-Round Youth Services and Summer Training and Employment Program for Students 2020; and allocation of WIOA Title I Youth Funds to California Family Life Center and Arbor E&T, LLC dba Equus Workforce Solutions to operate the County of Riverside's Youth Opportunity Centers for Program Year 2020/2021 without seeking competitive bids; 92% Federal WIOA Title I Funds; 8% Federal WIOA Title IV Funds; [\$5,572,072]; All Districts.
(APPROVED AS RECOMM.)
- 3.15 13391 HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HHPWS/WDD): Approve and Direct the Auditor-Controller to make Budget Adjustments to the CARES Act Funds for the Riverside County Youth Community Corps, Pathways to Employment, All for One Campaign, and Educational Device Program for Public School Programs CEQA Exempt, All Districts [\$17,000,000 - 100% Federal CARES Act Funds (4/5 Vote Required)
(TAKEN OFF CALENDAR)
- 3.16 13166 OFFICE ON AGING: Approve Standard Agreement No. MI-2021-21 with the California Department of Aging (CDA) for Medicare Improvements for Patients and Providers Act (MIPPA) Services for the period of October 1, 2020 through August 31, 2021. All Districts; [Total Cost: \$128,391 - 100% Federal].
(APPROVED AS RECOMM.)
- 3.17 13128 DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve Purchase Order No 20-0009722 for the Emergency Procurement of Certain HP Computer Hardware from Golden State Technology Inc. for a One-time Purchase. [All Districts] [Total Cost \$1,575,838; 50.6% Federal, 15.6% State, 29% Realignment, 4.7% General Fund, 0.2% Other]
(APPROVED AS RECOMM.)
- 3.18 13244 DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Ratify and Approve the Federal Demonstration Partnership (FDP) Cost Reimbursement Subaward #S-001273 Agreement with the University of California, Riverside (UCR) for the Elder Abuse Forensic Center (EAFC) for the period of January 1, 2020 through December 31, 2020, All Districts; [Total Cost \$38,763 - 100% State]
(APPROVED AS RECOMM.)
- 3.19 13108 RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve Agreement No. CSI RIV-02 with California Health Facilities Financing Authority for the Community Services Infrastructure Grant Program and Adopt Resolution No. 2020-178, District 1. [\$18,984,848 for Two Years, 100% State Funds]
(APPROVED AS RECOMM.)
- 3.20 13132 RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Professional Services Agreement with Jaguar Computers to Provide Managed IT Services Without Seeking Competitive Bids for One Year in the Amount of \$200,000, All Districts. [Total Cost \$200,000; Up

to \$20,000 in Additional Compensation; 50% Federal Funding, 50% State Funding]
(APPROVED AS RECOMM.)

3.21 13338 RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Approve the First Amendment to the Professional Services Agreement between Inland Empire Health Plan and Riverside County Department of Public Health for the Loving Support Breastfeeding Program through September 30, 2021 All Districts. [\$75,000 - 100% IEHP Funds]

(APPROVED AS RECOMM.)

3.22 13245 RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH/ HIV-STD PROGRAM: Ratify and Approve Agreements without Seeking Competitive Bids with Desert AIDS Project, Borrego Community Health Foundation, and TruEvolution, Inc. for HIV Medical Care, Prevention, and Testing Services for Financially Qualified Individuals for the performance period of July 1, 2019 through June 30, 2024; All Districts. [Total Cost \$2,078,000 (up to \$425,000 annually) – 100% Federal Funds]

(APPROVED AS RECOMM.)

3.23 13241 SHERIFF-CORONER-PA: Ratify and Approve the Termination of the Agreement between the County of Riverside and the Val Verde Unified School District for the County Sheriff's Provision of School Resource Officers and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9160 submitted herewith, District Five. [<\$325,235> - School Services Law Enforcement Revenue 100%]

(APPROVED AS RECOMM.)

3.24 13310 SHERIFF-CORONER-PA: Acceptance of 2020-21 Traffic Records Improvement Project (TRIP grant funds from the State of California (State), Office of Traffic Safety (OTS). District 4. [\$24,800] [100% Federal Funding] (4/5 Vote Required)

(APPROVED AS RECOMM.)

3.25 13008 SHERIFF-CORONER-PA: Ratification and Approval of the State Department of Justice (DOJ) as a Single Source Vendor for Forensic Alcohol Services, for five years (FY20/21-24/25), All Districts [\$800,000 - 100% Sheriff's Budget]

(APPROVED AS RECOMM.)

3.26 13016 SHERIFF-CORONER-PA: Ratify and Approve the Professional Service Agreements with Mariposa Landscapes, Inc., and Cal Dreamscape Landscape, Co. for Landscape Services for Two (2) Years. [All Districts]; [Two Year Total Cost - \$592,900; Up to \$148,225 in additional compensation]; 100% Sheriff's Budget.

(APPROVED AS RECOMM.)

3.27 13319 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: SET ASIDE CERTIFICATION FOR PORTIONS OF ENVIRONMENTAL IMPACT REPORT NO. 532 AND PORTIONS OF RESOLUTION NO. 2017-199 for Palo Verde Mesa Solar Project (CUP03684, PUP00916, DA00086) - Applicant: Renewable Resources Group – Representative: Power Engineers – Fourth Supervisorial District – Chuckwalla Zoning District – Palo Verde Area Plan – Agriculture (AG), Open Space: Rural (OS:RUR) – Location: northerly of Interstate-10, west of Neighbors Boulevard – Zoning: Controlled Development Areas – 10 Acre Minimum (W-2-10), Light Agriculture – 10 Acre Minimum (A-1-10) – The decertification of portions of the EIR addresses the peremptory writ of mandate issued by the court regarding the lawsuit on the EIR for the project. The EIR was originally certified by the Riverside County Board of Supervisors on August 29, 2017. District 4. [Applicant Fees 100%]

(APPROVED AS RECOMM.)

3.28 13117 TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION Notice of Completion – Curb Ramp Accessibility Project for Fiscal Year 2019/2020 at Various Locations. Districts 1, 2, and 3. [\$0]

(APPROVED AS RECOMM.)

3.29 12888 TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT

Ordinance 452.247 - Adoption of Ordinance No. 452.247 to Establish Speed Zones Enforceable by Radar Speed Detection Equipment in the Cherry Valley, Idyllwild, Murrieta, Nuevo, Temecula, Temesca Valley, and Woodcrest Areas. Districts 1, 3, and 5. [\$3,500 - Total Cost, Gas Tax 100%]
(APPROVED AS RECOMM.)

3.30 13192 TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION: Approval and execution of the Partial Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Pardee Homes, and the County of Riverside associated with Lot Nos. 46 through 51 of Tract No. 37053, District 3. [\$0]
(APPROVED AS RECOMM.)

3.31 13180 TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION: Approval and execution of the Partial Assignment and Assumption of Improvement Credit Agreement between Riverside Mitland 03 LLC, Pardee Homes, and the County of Riverside associated with Lot Nos. 166 through 203 of Tract No. 37053-2, District 3. [\$0]
(APPROVED AS RECOMM.)

3.32 13443 EXECUTIVE OFFICE: Approval of FY 20/21 Budget Amendments & Resolution of Adoption, All Districts. [\$331,811,047 Total Adjustments - 14% General Fund and 86% Other Funds]. (4/5 Vote Required)
(APPROVED AS RECOMM.)

3.33 13428 HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Authorize and Allocate funding and Approve the Form of Loan Agreement for the Use of CARES Act Coronavirus Relief Funds, for Project Legacy in the City of Riverside, Project Ivy Palms in the City of Palm Springs, and for Mountain View Estates Phase III in the Community of Oasis; District 2 and District 4 [100% CARES Act, Coronavirus Relief Funds - \$8,150,000] (Companion Item to MT Item #13429 (Clerk of the Board to file the Notice of Exemption)
(CONT'D. TO 09/22/2020 @ 9:30 A.M. OR AS SOON AS POSSIBLE THEREAFTER)

3.34a Findings and Determination that an item may be subsequently added to the agenda of the Board of Supervisors
(APPROVED)

3.34b SUPERVISOR V. MANUEL PEREZ: Approve Resolution 2020-206, Condemning Attacks on Peace Officers. [\$0]
(APPROVED AS RECOMM.)

4 SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MEETING
(NO BUSINESS)

5 PUBLIC FINANCING AUTHORITY MEETING
(NO BUSINESS)

5 COUNTY OF RIVERSIDE ASSET LEASING CORPORATION MEETING
(NO BUSINESS)

5 RIVERSIDE COUNTY INFRASTRUCTURE FINANCING AUTHORITY MEETING
(NO BUSINESS)

5 RIVERSIDE DISTRICT COURT FINANCING CORPORATION MEETING

(NO BUSINESS)

6 INDUSTRIAL DEVELOPMENT AUTHORITY MEETING

(NO BUSINESS)

7 IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY MEETING

(NO BUSINESS)

8 COMMUNITY FACILITIES DISTRICT LEGISLATIVE BODY MEETING

(NO BUSINESS)

9 RIVERSIDE COUNTY LIBRARY SYSTEM FOUNDATION MEETING

(NO BUSINESS)

10 HOUSING AUTHORITY MEETING

- 10.1 13272 HOUSING AUTHORITY: Adopt Resolution No. 2020-005, A Resolution of the Board of Commissioners of the Housing Authority of the County of Riverside Authorizing an Application to the U.S Department of Housing and Urban Development (HUD) for the Participation in the Housing Choice Voucher (HCV) Mobility Demonstration; the Execution of any Related Documents Necessary to Participate in the HCV Mobility Demonstration, Including Amendments Thereto; All Districts [\$0]; CEQA Exempt (Clerk of the Board to file the Notice of Exemption).

(APPROVED AS RECOMM.)

11 FLOOD CONTROL AND WATER CONSERVATION DISTRICT MEETING

- 11.1 13382 FLOOD CONTROL DISTRICT: Adopt Resolution No. F2020-17, Authorization to Convey Easement Interest in Real Property Over a Portion of RCFC Parcel 3175-5 Within Assessor's Parcel Number 377-081-013 to the City of Lake Elsinore by Easement Deed, Third Street Channel, Project No 3-0-00175, CEQA Exempt, District 1. [\$0]

(APPROVED AS RECOMM.)

- 11.2 13394 FLOOD CONTROL DISTRICT: Receive and File the Report of the Apple Fire Emergency Actions in the Areas of Cherry Valley, Highland Springs, Banning Canyon, Mias Canyon and Banning Bench in Unincorporated Riverside County and the Cities of Beaumont and Banning, CEQA Exempt, District 5 [\$129,940 – 100% District Funds] (Clerk to File Notice of Exemption) (4/5 Vote Required)

(APPROVED AS RECOMM.)

12 COUNTY BOARD AND WASTE RESOURCES MANAGEMENT DISTRICT MEETING

C. COUNTY

(NO BUSINESS)

D. DISTRICT

(NO BUSINESS)

13 COUNTY BOARD AND REGIONAL PARK AND OPEN SPACE DISTRICT MEETING

C. COUNTY

(NO BUSINESS)

D. DISTRICT

- 13.1 13381 REGIONAL PARK & OPEN-SPACE DISTRICT: Notice of Completion and Release of Retention for the Rancho Jurupa Regional Park Splash Pad Improvement Project, Jurupa Valley, California; District 2 [\$0]

(APPROVED AS RECOMM.)

14 RIVERSIDE COMMUNITY HOUSING CORP. MEETING

- 14.1 13429 RIVERSIDE COMMUNITY HOUSING CORP. (RCHC): Approve the Agreement of Purchase and Sale and Joint Escrow Instructions for the Ivy Palms Hotel; Accept the allocation of CARES Act Funds from the County of Riverside and Approve the Form of Loan Documents for the Use of CARES Act, Coronavirus Relief Funds for Project Ivy Palms Hotel in the City of Palm Springs and Acquisition of 40 Mobile Homes at Mt. View Estates Phase III in the Community of Oasis; District 4 [50% CARES Act, Coronavirus Relief Funds, 50% State Homekey Grant Funds - \$12,500,000] (Companion Item to MT Item #13428) (Clerk of the Board to file the Notice of Exemption)

(CONT'D. TO 09/29/2020 @ 9:30 A.M. OR AS SOON AS POSSIBLE THEREAFTER)

15 RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD MEETING

(NO BUSINESS)

16 PUBLIC COMMENT

- 16.1 Nancy S. spoke requesting that the County of Riverside end the Public Health orders.
- 16.2 Candice Kelly spoke requesting that the County of Riverside terminate the Public Health emergency.
- 16.3 Jesse Green spoke requesting that the County of Riverside allow Rock Fitness to open because of the health benefits of exercise.
- 16.4 Ree T. spoke requesting that the County of Riverside end the Public Health orders.
- 16.5 Errol Koschewicz. spoke requesting that the County of Riverside end Public Health orders.
- 16.6 Justin Keel spoke requesting that the County of Riverside end Public Health orders and open businesses.
- 16.7 Ramon Gamache spoke requesting that the County of Riverside terminate Public Health restrictions and open businesses.
- 16.8 Ryan Smith spoke regarding the opening of businesses.
- 16.9 Samantha Zech spoke regarding opening gyms for mental and physical health.
- 16.10 Steve Gardner spoke requesting that the County of Riverside lift restrictions; and all businesses are essential.
- 16.11 Jennifer McAren spoke requesting the opening of Rock Fitness for health and wellness.

- 16.12 Kyra Thompson spoke requesting the opening of Rock Fitness and churches.
- 16.13 Shannon Denton spoke requesting that the County of Riverside end Public Health orders.
- 16.14 Mike Noriega spoke requesting that the County of Riverside allow the public to return to work and allow businesses to open.
- 16.15 Cheryl Davis spoke requesting that the County of Riverside allow local gyms to open.
- 16.16 Adam Evans spoke requesting that the County of Riverside lift restrictions and open gyms.
- 16.17 Sarah Stephens spoke requesting that the County of Riverside allow gyms to open.
- 16.18 Travis Miskaun spoke requesting that the County terminate the Public Health orders.
- 16.19 Jeff Myers spoke requesting that the County of Riverside allow Rock Fitness to open.
- 16.20 Liz Kyle spoke requesting that the County of Riverside end Public Health orders.
- 16.21 Brad Anderson spoke regarding the time limit to speak on items, political issue with Resolution for violence against police on agenda, and the accuracy of the case study involving testing.
- 16.22 Amber Grafton spoke requesting that the County of Riverside allow gyms to open.
- 16.23 Tasha Hamilton spoke requesting that the County of Riverside allow businesses to open.
- 16.24 Denene Carter spoke requesting that the County of Riverside lift restrictions and open businesses.
- 16.25 Mercedes DeLeon spoke requesting the County of Riverside lift restrictions and open businesses.

17 PRESENTATIONS

(SUPERVISOR PEREZ) RIVERSIDE COUNTY EMPLOYEE CAMPAIGN VIDEO; CONCLUDE 19-20 EMPLOYEE CAMPAIGN AND KICK-OFF THE 20-21 EMPLOYEE CAMPAIGN

(SUPERVISOR WASHINGTON) NATIONAL LITERACY MONTH

18 ITEMS PULLED FOR DISCUSSION

2.3, 2.4, 2.7, 3.1, 3.2, 3.5, 3.20, 3.27, 3.33, 3.34

19 PUBLIC HEARINGS

20 10:00 A.M. COUNTY GENERAL PLAN AMENDMENT INITIATION PROCEEDINGS MEETING

(NO BUSINESS)

21 10:00 A.M. COUNTY LAND USE PUBLIC HEARINGS MEETING

- 21.1 13260 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public hearing or

ORDINANCE NO. 348.4931, associated with CHANGE OF ZONE NO. 1900015, - CEQA Exemp pursuant to State CEQA Guidelines Section 15061(b)(3). Ordinance No. 348.4931 establishes land use regulations for the cultivation and manufacturing of Industrial Hemp in the unincorporated areas of Riverside County. Ordinance No. 348.4931 adds a new article to Ordinance No. 348 that establishes permitting requirements, development standards, approval and operational requirements for Industrial Hemp cultivation and manufacturing. All Districts. [\$30,000 Total Cost, \$10,000 FY 20/21 Cost - General Fund 100%]

(CONT'D. TO 10/20/2020 @ 10:00 A.M. OR AS SOON AS POSSIBLE THEREAFTER)

22 COMMENTS

BOARD MEMBERS (5 MINUTES)

Supervisor Perez:

- Southern California agencies are working to improve Broadband Infrastructure
- Harvest Housing Program launches September 16, 2020, for assistance call 888-863-3291

Supervisor Jeffries:

- State released updated numbers of COVID cases

BOARD COMMITTEE REPORT / UPDATE

(NO BUSINESS)

EXECUTIVE OFFICER / STATE BUDGET UPDATE

George Johnson, CEO:

- County of Riverside is one week from moving from purple into the red tier if numbers hold

23 MEMORIALS / ADJOURNMENTS

Supervisor Spiegel:

- Vickie Buchanan
- Jane C. Seiver
- Lester Hoy Matheny
- Robert Taylor

Supervisor Washington:

- Larry Clark Bowles

Supervisor Perez:

- Joseph Beaver
- William T. Powers

CONCURRENT EXECUTIVE SESSION-COUNTY OF RIVERSIDE, GOVERNING BOARD OF THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, REGIONAL PARK AND OPEN SPACE DISTRICT, FLOOD CONTROL AND WATER CONSERVATION DISTRICT, WASTE RESOURCES MANAGEMENT DISTRICT, HOUSING AUTHORITY, RIVERSIDE COMMUNITY HOUSING CORP., IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY AND COMMUNITY FACILITIES DISTRICTS.

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9:

Conference with Legal Counsel-Existing Litigation:

(Subdivision (d)(1) of Government Code Section 54946.9)

13485 A.1 Henry Hollins v. County of Riverside; Rami Qaqish; Kelli Blackmon; and Does 1-50, inclusive.
(Case No. CIVDS1829831)

Conference with Legal Counsel-Anticipated Litigation:

Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9:

13482 B.1 One potential case

Conference with Legal Counsel-Anticipated Litigation:

Initiation of litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9:

13483 C.1 One potential case

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:

13484 D.1 Conference with labor negotiator:

Agency Negotiator – Brenda Diederichs, Asst. County Executive Officer

Employee organizations – Management/Confidential, Unrepresented, RCDDAA,

RSA, SEIU, LIUNA, UDW and LEMU

(NO REPORT OUT)

The Chairman declared the meeting adjourned.

V. Manuel Perez, Chairman of the Board of Supervisors

ATTEST: Kecia R. Harper, Clerk of the Board of Supervisors

CASA DIABLO IV GEOTHERMAL POWER PLANT DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT

State Clearinghouse No. 2011041008

Prepared for
Great Basin Unified Air Pollution
Control District

August 2020



CASA DIABLO IV GEOTHERMAL POWER PLANT DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT

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D201901473

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CHAPTER 1

Introduction

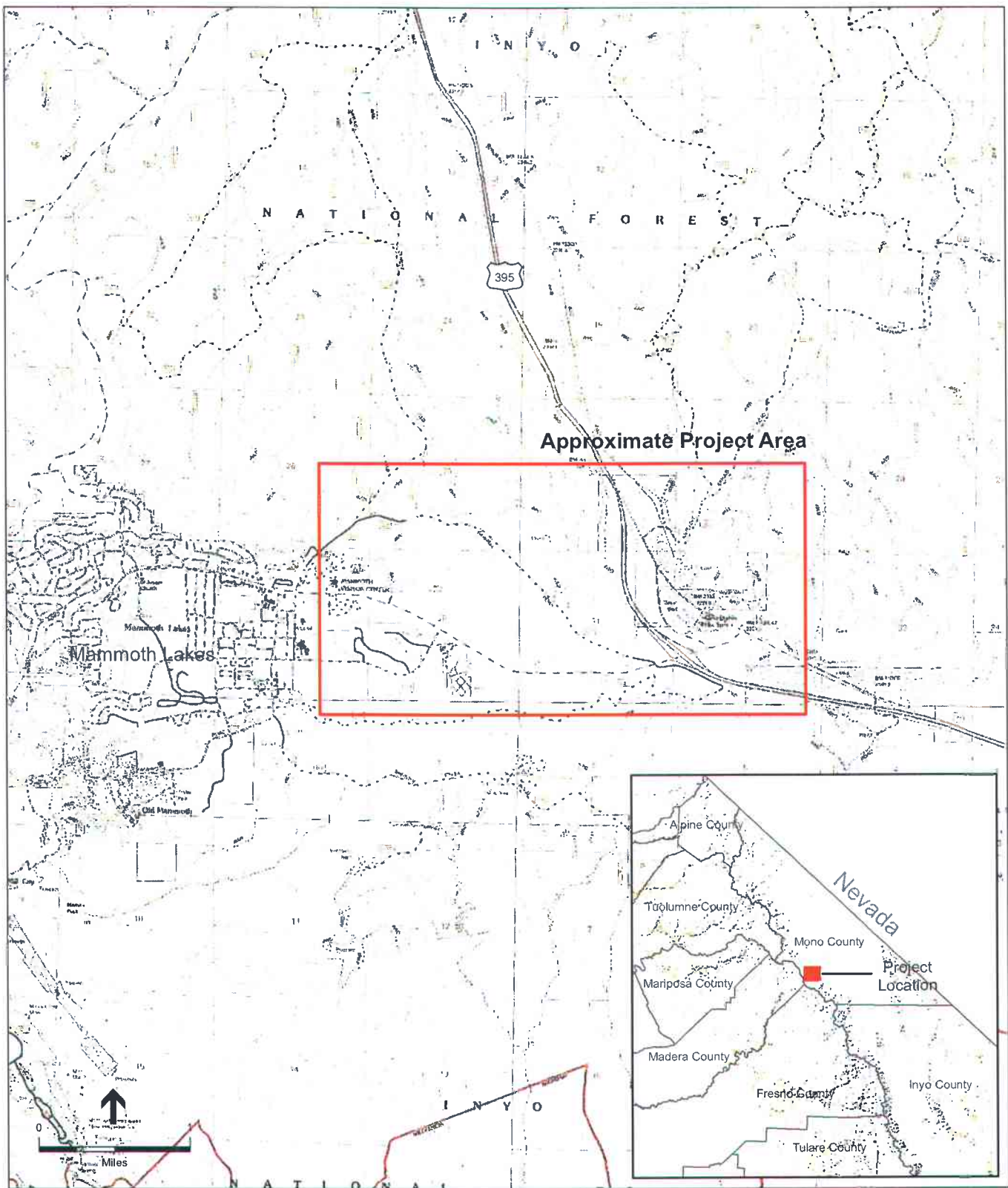
This Draft Supplemental Environmental Impact Report (Draft SEIR) is an informational document that identifies additions and changes to the Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) that was certified by the Great Basin Unified Air Pollution Control District (GBUAPCD) on July 17, 2014, for the Casa Diablo IV Geothermal Power Plant (Project). This Draft SEIR contains supplemental information to the Final EIS/EIR to adequately inform the public and local officials in the planning and decision-making process regarding two potential and additional mitigation measures to address fugitive n-pentane emissions from the plant: (1) a stronger leak detection and repair (LDAR) program, and (2) the additional use of leakless or low-leak technology. This Draft SEIR is not meant to determine whether the Project should be approved.

GBUAPCD is accepting agency and public comments on the material included in this Draft SEIR until the close of business on Monday, October 12, 2020, as described later in the section. GBUAPCD will respond to substantive comments on significant environmental issues within the scope of this Draft SEIR and will include them in a Final SEIR to be considered for certification by GBUAPCD.

1.1 Summary Project Description and Background

1.1.1 Project Location

As discussed in the Final EIS/EIR, the Project would be located on public land (BLM Geothermal Lease # CACA-11667 and CACA-11667A) in Sections 29 and 32, Township 3 South, and Range 28 East Mount Diablo (MD) Base and Meridian (B&M). This location is approximately two miles east of the Town of Mammoth Lakes in Mono County, California. A location map of the Project area is attached to this Draft SEIR as **Figure 1**. The Project includes construction, operation, and maintenance of a geothermal power plant and up to 16 geothermal resource wells (some new and some existing) and associated pipelines on portions of BLM Geothermal Leases CACA-11667, CACA-14407, CACA-14408 and CACA-11672 located within the Inyo National Forest in Section 25, 26, and 36 of T3S, R27E and Sections 30, 31 and 32 of T3S, R28E, MD B&M. The Project is proposed in the vicinity of the existing Mammoth Pacific L.P. (MPLP) geothermal complex and entirely within the Mono-Long Valley Known Geothermal Resource Area in Mono County, California.



SOURCE: USGS 7.5-minute Old Mammoth topographic quadrangle, 1984

Casa Diablo IV Geothermal Power Plant

Figure 1

Project Vicinity Map
Mono County, California

1.1.2 Summary Project Description

Ormat Nevada Inc. (ORNI 50, LLC, or the Applicant), proposes to build, and following the expected 30-year useful life, decommission the Project. The Project would consist of the following facilities:

- a) A geothermal power plant consisting of two Ormat Energy Converter (OEC) binary generating units (21.2 megawatts [MW] gross each) with vaporizers, turbines, generators, air-cooled condensers, preheaters, pumps and piping, and related ancillary equipment. The gross power generation of the plant would be 42.4 MW. The estimated auxiliary and parasitic loads (power used within the Project for circulation pumps, fans, well pumps, loss in transformers and cables) is about 9.4 MW, thus providing a net power output of about 33 MW. Additional components of the power plant would include:
 - i. A motive fluid system consisting of motive fluid (n-pentane) storage vessels (either one or two vessels in the range of 9,000 to 12,000 gallons) and motive fluid vapor recovery systems (VRUs). Each VRU would consist of a diaphragm pump and a vacuum pump.
 - ii. A substation would be constructed on the power plant site and connected to the existing Southern California Edison (SCE) Casa Diablo Substation at Substation Road.
 - iii. An overhead 33 kilovolt (kV) transmission line approximately 650 feet (198 meters) long would connect the power plant substation with the SCE Casa Diablo Substation.
- b) Up to 16 geothermal wells are proposed. Fourteen of the wells would be located in the Basalt Canyon area and two wells would be located southeast of the proposed power plant east of U.S. Highway 395. The specific locations for these wells would be selected out of the 18 possible locations shown in **Figure 2**. The actual number of wells required may be less depending on the productivity of the wells. The final number and location of wells would be determined by modeling and actual drilling results. Approximately half of the wells would be production wells and the other half would be injection wells. Each production well would range in depth from 1,600 to 2,000 feet below ground surface (bgs) and each injection well would be drilled to approximately 2,500 feet bgs. Production wells would be equipped with a down-hole pump powered by a surface electric motor. Thirteen (13) of the 18 potential proposed well locations in the Project area were analyzed and approved for exploratory well development during previous environmental reviews (BLM 2001 and BLM 2005). Two of these previously-approved exploratory wells were drilled in 2011.
- c) Piping would be installed from production wells to the power plant and from the power plant to the individual injection wells. Two main pipelines would parallel MPLP's existing Basalt Canyon pipeline through Basalt Canyon and would cross beneath U.S. Highway 395 between the well field and the Project site. Where pipelines must cross another pipeline or a road, the crossings would be underground.
- d) Power and control cables for the wells would be installed in above-ground cable trays placed on the pipeline supports. Ancillary facilities would include pumps, tanks, valves, controls, and flow monitoring equipment.

1.1.3 Background

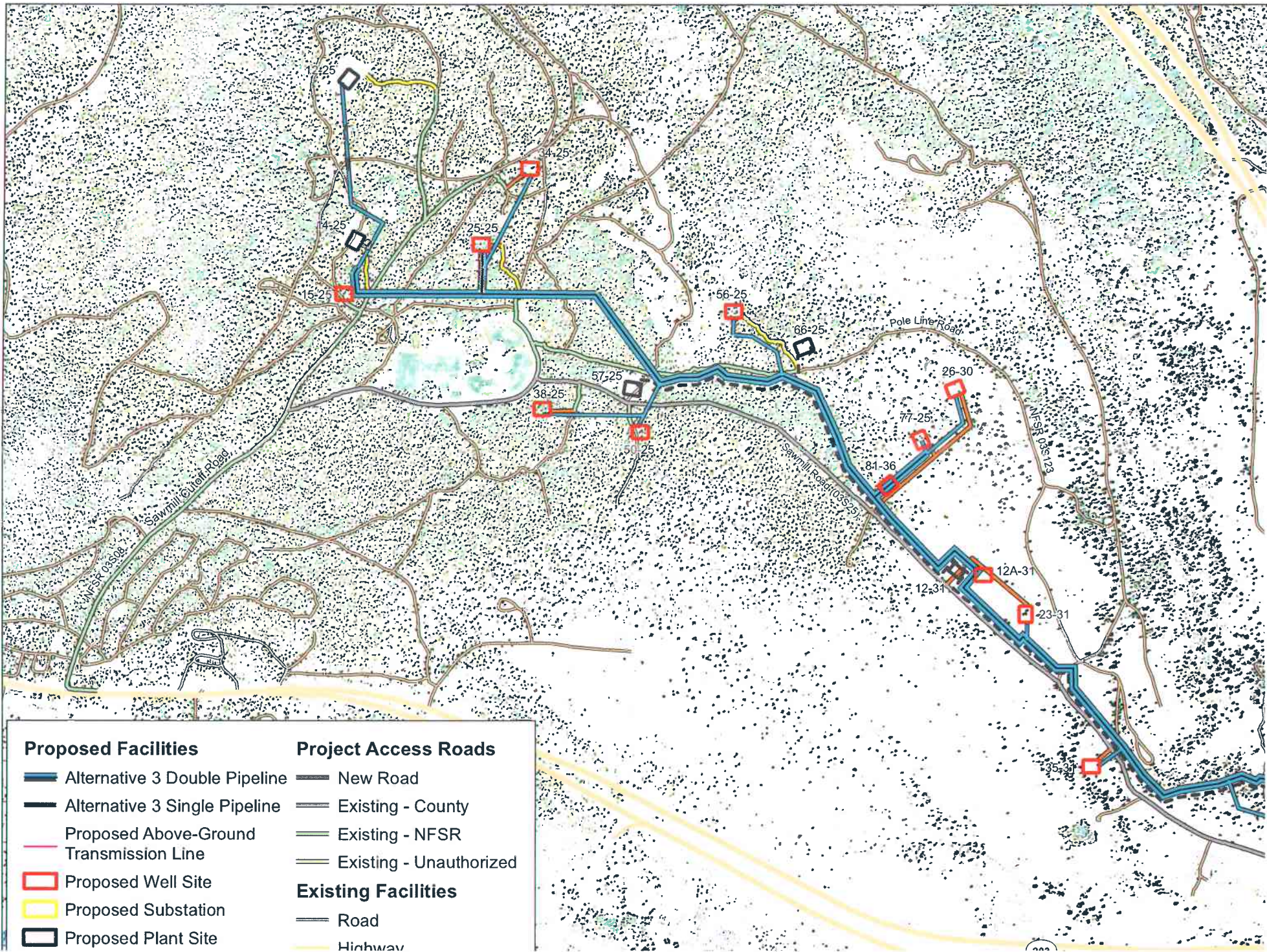
California's Renewable Portfolio Standard requires energy companies to increase their use of renewable-energy resources to 33 percent of total procurement by 2020. In addition, California adopted the Global Warming Solutions Act of 2006 (California Health and Safety Code, Section 38500 *et seq.*) to reduce statewide greenhouse gas (GHG) emissions to 1990 levels by 2020. In 2008, to attain this goal, the California Air Resources Board (CARB) directed that energy from renewable sources be increased to 33 percent by 2020. The proposed Project supports California's goals to reduce GHG and other pollutant emissions, decrease the nation's dependence on fossil fuels, and increase the use of renewable energy resources.

By using a geothermal reservoir as its energy source, the Project eliminates air emissions that would be produced by a traditional fossil fuel fired power plant. An equivalent natural gas power plant (33 MW) would produce an estimated 130,000 metric tons per year of direct GHG emissions in the form of carbon dioxide emissions, as well as other air pollutants, for the same amount of power generated by the Project. A similar-sized coal-fired power plant (33 MW) would produce an estimated 260,000 metric tons per year of direct GHG emissions in the form of carbon dioxide (BlueSkyModel, 2020). As stated in the 2013 Final EIS/EIR, the Project is estimated to generate up to 505 metric tons of carbon dioxide emission per year, including direct and indirect emissions. These emissions savings for the Project in comparison with traditional power plants are substantial.

The Project, its environmental impacts, and its feasible mitigations measures were fully analyzed in the Final EIS/EIR, with the exception of the possible additional fugitive emissions mitigation measures discussed in this SEIR. The Project was the subject of a Draft EIS/EIR that was circulated in November 2012. Following the development of responses to comments received on the Draft EIS/EIR, a Final EIS/EIR was prepared in 2013 and GBUAPCD certified the EIR and filed a Notice of Determination on July 17, 2014.

Subsequently, the Final EIS/EIR was the subject of a Petition for Writ of Mandate by petitioners alleging in relevant part that additional discussion of the feasibility of fugitive emission mitigation measures was required under the California Environmental Quality Act (CEQA). The trial court ruled in favor of the GBUAPCD on all claims finding that the GBUAPCD's "process was proper," the "findings were supported by substantial evidence" and, despite contentions to the contrary, "the administrative record demonstrates a thorough and exhaustive study by various experts based on complete data from the past decades to the present."

Petitioners appealed the decision of the trial court. Upon review, the Court of Appeal affirmed the trial court's decision on all grounds except the two addressed in this SEIR. The Court of Appeal concluded "[t]hat the District was the proper lead agency, and that the permit limiting the daily ROG [reactive organic gas] emissions is sufficient evidence of the amount of the emissions." However, it also concluded that "the District did not adequately analyze whether the additional mitigation measures proposed by petitioners were feasible to limit ROG emissions." Specifically, the Court of Appeal ordered "[t]he District to provide a reasoned analysis supported by factual information in response to the mitigation measures proposed by the petitioners..." *Covington v. Great Basin Unified Air Pollution Control District* (2019) 43 Cal.App.5th 867.



Proposed Facilities

- ▬ Alternative 3 Double Pipeline
- ▬ Alternative 3 Single Pipeline
- ▬ Proposed Above-Ground Transmission Line
- Proposed Well Site
- Proposed Substation
- Proposed Plant Site

Project Access Roads

- ▬ New Road
- ▬ Existing - County
- ▬ Existing - NFSR
- ▬ Existing - Unauthorized

Existing Facilities

- ▬ Road
- ▬ Highway

In response, this Draft SEIR provides the additional discussion and analysis identified by the Court of Appeal regarding two potential and additional mitigation measures to address fugitive ROG emissions from the plant: (1) a stronger LDAR program, and (2) the additional use of leakless or low-leak technology. For any such measures determined to be feasible, this Draft SEIR evaluates them pursuant to CEQA Guidelines Section 15126.4, including whether environmental impacts would result from their implementation.

Generally, leakless or low-leak technology is reserved for use for facilities where fugitive emissions of hazardous air pollutants (HAP) or toxic air contaminants (TAC) are present. By contrast, for the Project, the ROG which constitutes the fugitive emissions for the Project is normal-pentane (n-pentane), the working fluid (motive fluid) to be used in the proposed geothermal power plant. N-pentane is a regulated ozone precursor in the form of ROG and volatile organic compound (VOC), but is not classified as a regulated TAC in California and is not classified as a HAP under the federal Clean Air Act. According to Section 39655 of the California Health and Safety Code, a TAC is "an air pollutant which may cause or contribute to an increase in mortality or an increase in serious illness, or which may pose a present or potential hazard to human health." In addition, United States Environmental Protection Agency (USEPA) has identified HAPs as pollutants known to cause cancer and other serious health impacts, such as reproductive effects or birth defects, or adverse environmental effects. Therefore, n-pentane is not considered by the State to increase mortality or serious illness, or otherwise to pose a hazard to human health. Further, it is not considered by the federal government to cause cancer or other serious health impacts.

1.2 Environmental Review under the California Environmental Quality Act

This section describes the process by which GBUAPCD will review the Project and the Draft SEIR.

1.2.1 Notice of Preparation

GBUAPCD initiated the environmental review process for this SEIR by filing a Notice of Preparation (NOP) with the State Clearinghouse and Responsible and Trustee Agencies on February 26, 2020. The public comment period concluded on March 27, 2020. A summary of the comments received is included in **Appendix A**.

1.2.2 Draft SEIR

This document constitutes the Draft SEIR. This and other environmental documents associated with the Project may be found on GBUAPCD's webpage at: <https://gbuapcd.org/cd4>

Public Notice and Public Review

This Draft SEIR will be available for public review for a 45-calendar-day period (i.e., from Thursday, August 27, 2020, through 5 p.m. on Monday, October 12, 2020), during which time written comments on the Draft SEIR may be submitted to GBUAPCD as provided below.

Responses to all substantive comments on the Draft SEIR will be prepared and included in the Final SEIR. Comments outside the limited scope of the Draft SEIR will not be addressed in the Final SEIR. The SEIR addresses the feasibility and potential environmental effects of potential mitigation measures identified in comments on the 2012 Draft EIS/EIR to reduce the proposed Project's fugitive ROG emissions.

All comments or questions regarding the Draft SEIR should be addressed as follows:

By email to: permits@gbuapcd.org

By mail to: Primary Agency Contact: Ann Logan
Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, CA 93514-3537

1.2.3 Final SEIR and Certification

Following the public review period, a Final SEIR will be prepared. The Final SEIR will include written responses to substantive written comments on the Draft SEIR received during the public review period. CEQA does not require that a public meeting be held to accept verbal comments on a Draft SEIR, and no public meeting is proposed.

Consistent with CEQA's requirements for review of an SEIR, GBUAPCD will wait at least 10 days after issuance of the Final SEIR before taking action on the Project. Upon review and consideration of the Final SEIR, GBUAPCD may take action to approve, conditionally approve, revise, or reject the Project. A decision to approve the Project would be accompanied by written findings and a Mitigation Monitoring and Reporting Program (MMRP).

1.3 Organization of the Draft SEIR

Under CEQA and per the Court of Appeal's directives, GBUAPCD's responsibility for environmental review at this stage is limited to the feasibility and potential environmental effects of the mitigation measures identified in the Court of Appeal's decision to potentially further mitigate the proposed Project's fugitive ROG emissions. Accordingly, the Draft SEIR is a document comprised of the following:

Introduction: Chapter 1 includes a brief project description and an overview of the background to the Draft SEIR. The Introduction also describes the process that will be followed during the public review of the Draft SEIR and the preparation and consideration of a Final SEIR.

Project Description: Chapter 2 relies on and refers to the project description provided in the 2013 Final EIS/EIR except as to those portions that are being updated. Necessary details about the project description are provided in Chapter 2, with amendments to the original text shown via tracked changes (i.e., additions are underlined and deletions are ~~crossed out~~).

Feasibility and Analysis of Suggested Mitigation Measures: Chapter 3 provides a detailed analysis of the feasibility of the two potential and additional mitigation measures to address

fugitive n-pentane emissions from the plant: (1) a stronger LDAR program, and (2) the additional use of leakless or low-leak technology.

Revised Responses to Comments: Chapter 4 provides revised responses to comments received on the 2012 Draft EIS/EIR relating to issues within the scope of this SEIR. Amendments to the original text of the responses to comments are shown via tracked changes (i.e., additions are underlined and deletions are ~~crossed-out~~).

Report Preparation: Chapter 5 identifies preparers and recipients of the Draft SEIR.

Appendix A: A summary of the scoping process conducted to support the SEIR is included as Appendix A.

Appendix B: Casa Diablo IV Geothermal Project Feasibility Analysis of Available Equipment Leak Mitigation Measures: Low-Emissions and Leakless Design Technologies (SLR, 2020). An independent technical report by Kenneth A. Malmquist analyzing the feasibility of low-leak and leakless design technologies, as well as more stringent leak detection and repair practices, is included as Appendix B.

1.4 Intended Uses of the SEIR

Once complete and certified, the 2013 Final EIS/EIR and Final SEIR will provide the CEQA compliance documentation upon which GBUAPCD's reconsideration of, and action on, all applicable air quality permits and other approvals (collectively, "approvals") for the Project may be based. Responsible and Trustee agencies also may rely on the 2013 Final EIS/EIR and Final SEIR in issuing approvals or other necessary authorizations.

1.5 References

BlueSkyModel, 2020. "1 kilowatt-hour" webpage. Obtained online at: <https://blueskymodel.org/kilowatt-hour>. Accessed: August 10, 2020.

SLR International Corporation (SLR), 2020. Feasibility Analysis of Available Equipment Leak Mitigation Measures: Low-Emissions and Leakless Design Technologies, prepared for the Great Basin Unified Air Pollution Control District. July 2020.

CHAPTER 2

Project Description

This Draft SEIR evaluates the same project that was approved in the 2013 Final EIS/EIR – the initial proposal as modified by Alternative 3 (the “Project”). A summary of the Project is provided in Sections 1.1.1 and 1.1.2 of this Draft SEIR. More specifically, the GBUAPCD’s preferred alternative, Modified Pipeline Alternative (Alternative 3) was identified in the 2013 Final EIS/EIR as the Environmentally Superior Alternative. Relative to the Applicant-proposed Alternative 1, the Project modifies the geothermal production and injection pipeline alignments in Basalt Canyon, slightly alters the location of proposed well 26-30, and places pipeline crossings underground. The purposes of this alignment and well location are to minimize potential effects of the Applicant’s proposal on biological and cultural resources and to reduce potential visual effects. Power plant and wellfield construction, operation, and decommissioning would be the same as Alternative 1. For the complete detailed description of the Project, refer to the 2013 Final EIS/EIR Section 2.

This Draft SEIR Chapter 2 includes only those portions of the Project Description that have been updated or changed as part of this Draft SEIR. Additions are underlined and deletions are ~~crossed out~~. Some changes reflect clarifications of the Applicant’s standard operating procedures which are part of the Project but were not fully described in the EIS/EIR, but were fully analyzed. In some cases, these clarifications are similar to the implementation of measures suggested in the comment letters on the Draft EIS/EIR being addressed in this SEIR. For clarification, those suggested measures are described in the edits below.

Fifth paragraph, pages 2-40 and 2-43 of the Final EIS/EIR:

Motive Fluid System

A light hydrocarbon compound (n-pentane) would be the motive fluid used to drive the turbines for this Project. The system works by using the vaporized motive fluid, n-pentane, from the level 1 and level 2 vaporizers to turn the level 1 and level 2 turbines, which together would turn a common generator. The generator would produce the electricity that would be delivered to the CD-IV substation and transferred to the interconnection transmission line. The vaporized n-pentane would then be condensed in an air-cooled tube condenser, turning it back into a liquid, and returned to the preheaters and vaporizers to repeat the cycle. Each OEC [Ormat Energy Converter] Unit would contain approximately 180,000 pounds of n-pentane in the vaporizers, preheaters, condensers, piping, and n-pentane vapor vessels (either one or two vessels, likely in the range of 9,000 to 12,000 gallons (34 to 45 kl)). The motive fluid system is closed loop, and there are no routine emissions to the atmosphere. However, there can be fugitive

leaks of the n-pentane from pipes, seals, flanges, valves, and other connections and from vapor recovery systems. As described in Appendix B, design measures to reduce the potential for fugitive emissions from the motive fluid process include:

1. Double mechanical seal and barrier fluid systems meeting American Petroleum Institute (API) standards for turbines (API Plan 53B) and centrifugal pumps (API Plan 52) and instrumentation to detect pressure loss and leaks of the barrier fluid systems;
2. Rotational butterfly valves inherently lower in leaks from stem seals than linear sliding stem control valves and meeting or exceeding API specifications;
3. Graphite packing systems for gate valves meeting or exceeding API 600 Trim 8 configuration;
4. Sealless pneumatic (air) diaphragm pumps for evacuating motive fluid from isolated portions of the motive fluid process after isolation for equipment replacement or repair;
5. Combination of butterfly valves and isolation valves in a double block and bleed seal to eliminate leaks from isolated piping and equipment while motive fluid is evacuated;
6. Flanged connections for equipment that is or may be routinely removed for replacement or repair to facilitate safe maintenance while reducing the potential for n-pentane releases during such activities;
7. Flanges and gaskets compatible with motive fluid and meeting ASME specifications;
8. Direct acting pressure relief valves (PRV) meeting stringent API seat tightness standards;
9. Rupture disks to minimize leaks from PRVs; and
10. Use of leakless welded connections to the greatest extent practicable.

In addition, small amounts of air or water (noncondensable gases) typically leak into the OEC unit pentane system in the air condensers and accumulate in the loop over time, which eventually reduces the operating efficiency of the system and therefore needs to be purged out of the system. In order to remove the air, each OEC condenser would have several integrated purge units that are also equipped with VRUs to capture and recover motive fluid that may be entrained in it. This not only is effective emissions control but also helps to reduce operating costs. Because the motive fluid is expensive, it is economically beneficial to capture and return as much motive fluid to the system as possible.

Third paragraph, page 2-43 of the Final EIS/EIR:

2.2.7.6 Power Plant

Motive Fluid System

Some OEC Unit major maintenance activities require that at least a portion of an OEC Unit be cleared of pentane liquid and vapors prior to performing the maintenance activities that include “hot work” on the motive fluid system that would consist of cutting, welding, and brazing. The only hot work that would be needed for the proposed motive fluid systems would be very infrequent and would occur near flange connections for maintenance access. To control and minimize pentane emissions during these infrequent major maintenance activities, the liquid pentane would first be drained from the section of the OEC Unit (preheater, vaporizer or condenser) to be maintained or repaired and transferred to either another section of the OEC Unit, the pentane storage tanks, or another OEC Unit. The Maintenance VRU [vapor recovery unit] diaphragm pump and vacuum pump would then be used to evacuate and compress most of the remaining pentane vapors, returning the pentane liquid to the other sections of the OEC Unit, the pentane storage tanks, or another OEC Unit. As with the integrated VRUs, this maintenance VRU not only assists with emissions control, but with returning a raw material back to the system to help reduce operating costs.

The Applicant designs its geothermal facilities to minimize the need to conduct hot work on the motive fluid system due to the inherent safety issues, including an elevated risk of fire and explosion hazards due to the potential for fugitive motive fluid leaks to ignite (see N-pentane Fire Suppression discussion below). All of the system components are proposed to be welded based on standard design, with the exception of the proposed use of flanges for major maintenance access points for pumps, turbines, and the main control valves. Flanges are proposed for the major access points in order to conduct safe maintenance that does not involve hot work. For example, pipeline runs, elbows, transitions, and other minor access points would be welded, while major access points such as valves, pumps, turbines, and main control valves would be flanged in case they would ever need to be replaced and instrumentation would need to be threaded to allow for calibration and/or replacement.

Pages 2-44 and 2-45 of the Final EIS/EIR:

N-pentane Fire Suppression

Bulk quantities n-pentane would be stored in pressure vessels and bulk storage containers on the power plant site. Numerous engineering, fire-control, and safety measures would be integrated into the Project to prevent releases of n-pentane, prevent fires, and to respond to and control fires and other emergencies. Some of the fire prevention, detection, and control systems that would be included in the design of the CD-IV plant include the following:

1. Safeguards inherent to the design of the power plant would include relief valves, manual and automatic shutoffs, interlocks, vents, and check valves.
2. MPLP [Mammoth Pacific L.P.] would revise its Emergency Response Plan and Risk Management Plan/California Accidental Release Prevention Plan (RMP/CalARP) programs at the existing Casa Diablo facilities to incorporate the CD-IV plant. MPLP staff would continue to receive training on these emergency response programs to help become aware of hazards, prevent incidents, and what to do if an emergency incident should occur.
3. The fire and n-pentane detection systems, as well as fire-fighting system, would comply with National Fire Protection Association standards.
4. Normal pentane-specific vapor sensors and flame detectors would be placed at strategic locations around the turbine, motive fluid pumps, and motive fluid storage tank and these would be connected to the power plant computer control system to quickly alert the plant operators to any such potentially hazardous situations. The existing control room itself would not need to be modified, but there would be new controls and monitors for the new plant.
5. An automatic water deluge sprinkler system would be installed on the n-pentane storage vessels (which contain n-pentane in liquid phase) that would automatically activate when a flame detector is activated to cool and protect the vessels.
6. Water nozzles/monitors would be placed at the power plant site to be used to minimize the risk of a fire spreading should one start within the power plant. ORNI 50 would not install or use an automated system because of the operator discretion required to prevent the spread of a flammable liquid fire.
7. For fires involving leaks of flammable gases such as n-pentane, many experts agree that the best method of extinguishment is to isolate the source of the fuel. Refer to the following excerpt from a Material Safety Data Sheet (MSDS) for n-pentane:

The only safe way to extinguish an n-pentane fire is to stop the flow. Cylinders exposed to fire may rupture with violent force. Keep cylinders cool by applying water from a maximum possible distance with a water spray. Avoid spreading burning liquid with water used for cooling.

Therefore, automatic fire suppression systems on equipment containing n-pentane would not be used. Instead, manual and automatic shutoffs, interlocks, vents, and check valves, would be the first line of prevention and defense in the event of a fire emergency.

8. All manned/occupied and electrical buildings would have an approved automatic fire suppression system as required by code. The electrical systems would utilize an FM-200® waterless fire suppression system.
9. The water-based fire protection system would include a new fire water storage tank (approximately 340,000 gallons) and a diesel-powered (approximately 400 brake horsepower) fire water pump. Geothermal fluid would be the source of water stored in the fire water storage tank.
10. Fire suppression equipment and tools at the site would include the fire suppression system noted above, fire extinguishers, tools, and mobile equipment.

11. To prevent worker injury due to the hazards associated with “hot work,” all work on the motive fluid system that would include cutting, welding, and brazing would be conducted pursuant to ORNI 50 LLC’s Hot Work Procedure No. SMP 10 (Mammoth Pacific L.P., 2018).

Page 2-51 of the Final EIS/EIR:

2.2.9 Project Design Measures for Environmental Protection

Air Quality

1. *AQ-1:* ORNI 50, LLC will apply water during the construction and utilization of pads and access roads as necessary to control dust. Dust will not be discharged into the air for a period or periods aggregating more than three minutes in any one-hour that is as dark or darker in shade as that designated as No. 1 on the Ringelmann Chart.
2. *AQ-2:* ORNI 50, LLC will also comply with any requirements prescribed by the Great Basin Unified Air Pollution Control District (GBUAPCD) concerning emissions of air pollutants from construction engines or hydrogen sulfide from operating geothermal wells. The drilling rigs will be registered in the CARB Portable Engine Registration Program.
3. *AQ-3:* ORNI 50, LLC will utilize best available equipment and design to minimize emissions of n-pentane. This will include the use of Best Available Control Technology (BACT) as required by GBUAPCD Rule 209-A to limit emissions of n-pentane.
4. *AQ-4:* ORNI 50, LLC will apply for an air permit to construct and operate the wells and power plant. The Project will conform to GBUAPCD requirements for controlling emissions.

Pages 2-54 and 2-53 of the Final EIS/EIR:

2.2.10 Mitigation Measures

Mitigation Measure AQ-6: Implementation of Enhanced Leak Detection and Repair (LDAR) Program. ORNI 50, LLC shall obtain a portable Volatile Organic Compound (VOC) leak detector capable of meeting the performance specifications described in USEPA’s ~~Source Test Reference Method 21~~. This instrument shall be properly maintained, calibrated, and made readily available at all times on the property site. Inspections utilizing t~~The instrument shall be used at least~~ conducted at a minimum on a monthly basis to assist ORNI 50, LLC personnel in detecting n-pentane leaks from all flanges, valves, pump seals, safety relief valves, n-pentane accumulator vessels, ~~and turbine gland seals, and other fugitive components.~~ In addition to a USEPA Method 21 portable analyzer, monthly inspections shall include the use of a held infrared camera and visual inspection and observation. Pumps shall be visually inspected weekly. Whenever a leak is detected that is greater than ~~10,000 ppmv~~ 2,000 ppmv for pumps or 500 ppmv for valves, pressure relief valves, flanges, n-pentane accumulator vessels, turbine gland seals, and all other fugitive components ~~from any aforementioned equipment~~, ORNI 50, LLC shall initiate repairs as soon as practical possible. Once a leak is discovered, ORNI 50,

LLC shall tag and log its location, record the leak concentration, record the date, and record the dates of each repair attempt. Minimization of a leak shall occur as soon as possible and no later than 24 hours after the leak discovery. Repair of a leak shall occur as soon as possible and no later than 7 days after the leak discovery. A report that includes the six-month average daily emission calculations and n-pentane purchases shall be submitted electronically to the GBUAPCD within 30 days from the end of each calendar quarter. A summary record of the leak repairs made shall also be submitted to the GBUAPCD when reporting n-pentane losses.

The following references have been added to pages 10-2 and 10-3 of the Final EIS/EIR Chapter 10, References:

Chapter 2, References

Mammoth Pacific, L.P., 2018. Hot Work Procedure, Procedure No. SMP 10. Revision Date: 9/8/2018.

U.S. Environmental Protection Agency (USEPA), 2007. Leak Detection and Repair, A Best Practices Guide. October 2007.

USEPA, 2017. Method 21 – Determination of Volatile Organic Compound Leaks. Obtained online at: https://www.epa.gov/sites/production/files/2017-08/documents/method_21.pdf.

CHAPTER 3

Feasibility and Analysis of Suggested Mitigation Measures

As discussed in Chapter 1, the Court of Appeal’s decision identified two potential and additional mitigation measures to address fugitive n-pentane emissions from the plant: (1) a stronger LDAR program, and (2) the additional use of leakless or low-leak technology. The Court found that all other challenged aspects of the 2013 Final EIS/EIR were sufficient.

In such an instance, the CEQA Guidelines provide that Lead Agencies “need not expand the scope of analysis on remand beyond that specified by the Court” [CEQA Guidelines Section 15234(d)]. Accordingly, this Chapter is specific to analyzing the suggested mitigation measures for operational fugitive ROG emissions only. Persons wishing to view the complete text from the 2013 Final EIS/EIR may do so at these locations:

On line at:

<https://gbuapcd.org/cd4>

By appointment, at the:

Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, CA 93514-3537

Please contact GBUAPCD at 760-872-8211 or at permits@gbuapcd.org to schedule an appointment.

3.1 Introduction

Under California Public Resources Code Sections 21002 and 21801, public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects. The term “feasible” is defined in CEQA Guideline Section 15364 as “capable of being accomplished in a successful manner within a reasonable period of time, taking into account the economic, environmental, legal, social, and technological factors.” See also Public Resources Code Section 21061.1. If any suggested mitigation is found to be infeasible the lead agency must explain why and support that determination with substantial evidence, presented in its findings and a statement of overriding considerations (CEQA Guidelines Sections 15091 and 15093). The suggested mitigation measures analyzed in the following sections were proposed by petitioners in original comments to the 2012 Draft EIS/EIR and during the Court’s proceeding. This Chapter summarizes an analysis of the feasibility of the suggested mitigation measures. Additional detail

regarding the feasibility of measures is provided in Appendix B. The measures are discussed based on the following two categories: 1) enhanced leak detection and repair procedures; and 2) leakless and/or low-leak technology.

Where implementation of the petitioner suggested mitigation measures was included as part of the Project previously, clarification to that effect has been provided in Chapter 2.

3.2 Enhanced Leak Detection and Repair Procedures

3.2.1 Description

Comment Letter I9 on the Draft EIS/EIR suggested that the Project adopt the USEPA's Method 21 VOC leak detection methodology and USEPA's leak detection and repair (LDAR) Method 21 regulations for petroleum refineries and chemical manufacturing facilities (Final EIS/EIR Appendix G, Comments I9-32 and I9-172). The USEPA LDAR best practices guidance (USEPA, 2007) was used in preparation of the Final EIS/EIR to develop Mitigation Measure AQ-6 (2013 Final EIS/EIR, Chapter 2). Consistent with USEPA guidance, in the 2013 Final EIS/EIR Mitigation Measure AQ-6 originally specified that repairs be implemented on a leak greater than 10,000 parts per million, volume (ppmv) and that monitoring for leaks should be conducted on a quarterly basis.

3.2.2 Feasibility, Analysis, and Conclusions

The USEPA LDAR best practices guidance (USEPA, 2007) is feasible for use on the Project and was used in determining appropriate mitigation measures proposed within the 2013 Final EIS/EIR. The guidance states that typical refinery or chemical plants can emit 600 to 700 tons per year of volatile organic compounds (also referred to as ROG) from leaking equipment, thus LDAR programs are implemented to control emissions to the extent possible. For comparison, the Project has calculated an estimated fugitive ROG leak rate of 410 pounds per day, which equates to about 74 tons per year. Although voluntary, the USEPA specifies additional practices that can be taken to improve leak detection monitoring reliability including:

Use of a lower than required leak definition. Leak concentration thresholds ("leak definitions") for VOCs in the federal standards range from 500 to 10,000 ppmv. As defined in USEPA's BACT for Fugitive Emissions of Hydrocarbons, a leak is an emission of VOCs that measures at least 10,000 ppmv, and a leak repair is defined as a concentration measured as 1,000 ppmv or lower (USEPA, 2016). Lower leak definition thresholds of 500 ppmv or lower are typically associated with emissions of HAPs at facilities subject to National Emission Standards for Hazardous Air Pollutants (USEPA, 2007). The Bay Area Air Quality Management District (BAAQMD) and the South Coast Air Quality Management District (SCAQMD) have promulgated leak definitions as low as 100 ppmv for some equipment (valves and connections) located at petroleum refineries and chemical plants. Additionally, some BACT determinations for reducing fugitive emissions of organic compounds at major stationary sources of VOCs have also set BACT to include a leak definition threshold of 100 ppmv (see Appendix B, Section 2.2.1).

More frequent monitoring than required. LDAR work practices generally stipulate a monitoring frequency specific to component type (valves, etc.) and service (gas/vapor, light liquid or heavy liquid). For example, rather than monitoring quarterly, some refineries monitor monthly.

Established Quality Assurance/Quality Control procedures. Several refineries have initiated a program to ensure the accuracy and completeness of the monitoring results submitted by the monitoring team (in-house or contractor).

In addition to voluntary practices, some federal settlements (consent decrees) have stipulated “enhanced LDAR program” or “ELP” requirements for certain defendants, including owners and operators of petroleum refineries or chemical plants (see Appendix B, Section 2.2.1). Elements of ELP work practices have included, for example:

- Reduced leak definition thresholds for certain equipment – e.g., from 10,000 ppm to 500 ppm for valves;
- Increased leak survey frequencies – e.g., monthly;
- Implement action levels below leak definition thresholds triggering repair;
- Tightened schedules for “first attempt at repair” and final repair of leaking equipment;
- Repair verification monitoring;
- Limited delay of repair; and
- Internal or third-party audits of LDAR program.

Best practices for first attempts at repair for valves include (see Appendix B, Section 4.6):

- 1) Tightening of bonnet bolts;
- 2) Replacement of bonnet bolts;
- 3) Tightening of packing gland nuts; and
- 4) Injection of lubricant into lubricated packing.

Other best practices describe employee programs and attitudes that would not be subject to analysis. Further investigation of lowering the required leak definition revealed that this process is generally applied to equipment that does not meet performance criteria (40 CFR Section 63.180) and is subject to the Hazardous Organic National Emission Standards for Hazardous Air Pollutants (USEPA, 2007). According to the Clean Air Act Section 112(b), Hazardous Air Pollutants, n-pentane is not listed or considered a HAP. The USEPA has identified HAPs as pollutants known to cause cancer and other serious health impacts, such as reproductive effects or birth defects, or adverse environmental effects. Therefore, n-pentane is not considered by the federal government to cause cancer or serious illness. The Project requires the use of BACT and thus would not use equipment that does not meet performance criteria. Future treatment of equipment that may eventually incur wear and tear would be addressed with an approved emission management plan, as required by and detailed in the 2013 Final EIS/EIR Mitigation Measure AQ-5.

Evidence was provided by petitioners that for refineries, a quarterly monitoring program with leak rate of 10,000 ppmv will reduce emissions by 70 percent, while a leak rate of 500 ppmv with monthly monitoring will reduce emissions by 95 percent. The USEPA best practices guide presents a table (Table 4.1 Control Effectiveness for an LDAR Program at a Chemical Process Unit and a Refinery) that summarizes control effectiveness for different parts of a refinery and reports a monthly monitoring program with a leak rate of 10,000 ppmv can reduce emissions by 76 percent, when referring to liquids, and 88 percent when referring to gas, and a program with a leak rate of 500 ppmv can reduce emissions by 95 percent when referring to liquids, and 96 percent for when referring to gas (USEPA, 2007). Based on these USEPA data, leak definitions lower than 500 ppmv do not achieve substantially greater emission reductions.

Because n-pentane is not a listed HAP or a regulated air toxic compound and the Project is not a major stationary source of VOC as defined in 40 CFR section 52.21, an independent engineering review of the Project found that an enhanced LDAR program more stringent than the most rigorous USEPA New Source Performance Standards required for new chemical and natural gas processing plants is neither reasonable nor warranted for the Project (see Appendix B, Section 4.6). Nonetheless, a more stringent LDAR program is potentially feasible. Mitigation Measure AQ-6 has been revised from the 2013 Final EIS/EIR to include increased inspection frequency, lower leak definition threshold, and more stringent leak minimization and repair requirements.

Table 3-1 describes the technical feasibility of the suggested enhanced LDAR procedures as they relate to the Project, and includes analysis and conclusions of the effects that implementation of the measures would have on the ROG emissions estimate and impact findings of the Final EIS/EIR.

**TABLE 3-1
TECHNICAL FEASIBILITY OF ENHANCED LEAK DETECTION AND REPAIR PROCEDURES**

No.	Suggested Measure	Feasibility/Analysis	Conclusion
1	Implement USEPA's leak detection and repair (LDAR) regulations for petroleum refineries and chemical manufacturing facilities following the USEPA's Leak Detection and Repair Compliance Assistance Guidance - A Best Practices Guide (USEPA, 2007).	Feasible. It is feasible for the Project to be operated with procedures that meet or exceed USEPA LDAR guidance including more frequent inspections, lower leak definition threshold, and more stringent repair requirements.	The Project would follow the USEPA LDAR guidance. Mitigation Measure AQ-6 has been revised to include LDAR requirements that meet or exceed USEPA LDAR guidance. Implementation of more stringent LDAR practices has the potential to reduce fugitive ROG emissions associated with the Project.
2	Monitor for fugitive reactive organic gas (ROG) leaks with a USEPA Method 21 portable analyzer.	Feasible. Inspections utilizing a USEPA Method 21 portable analyzer were required per Mitigation Measure AQ-6 in the 2013 Final EIS/EIR. In addition to the portable analyzer, it is feasible to inspect the plant with a hand held infrared camera for leak checks.	Mitigation Measure AQ-6 has been revised to require use of a hand held infrared camera in addition to a USEPA Method 21 portable analyzer. There is no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.

TABLE 3-1 (CONTINUED)
TECHNICAL FEASIBILITY OF ENHANCED LEAK DETECTION AND REPAIR PROCEDURES

No.	Suggested Measure	Feasibility/Analysis	Conclusion
3	A lower maximum leak definition threshold of 100 ppmv should be established for all fugitive components.	<p>Partially Feasible. It is feasible for the Project to include a leak rate definition of 500 ppmv for valves, pressure relief valves, flanges, n-pentane accumulator vessels, turbine gland seals, and all other fugitive components in the motive fluid system (Appendix B). This is a substantial reduction compared to the 10,000 ppmv leak definition threshold identified in the 2013 Final EIS/EIR, but is greater than the suggested leak rate definition of 100 ppmv.</p> <p>The USEPA best practices guide presents a table (Table 4.1 Control Effectiveness for an LDAR Program at a Chemical Process Unit and a Refinery) that summarizes control effectiveness for different parts of a refinery and reports a monthly monitoring program with a leak rate of 10,000 ppmv can reduce emissions by 76 percent, when referring to liquids, and 88 percent when referring to gas, and a program with a leak rate of 500 ppmv can reduce emissions by 95 percent when referring to liquids, and 96 percent for when referring to gas (USEPA, 2007). Based on these data, leak definitions for the subject components of less than 500 ppmv would not achieve substantially greater emission reductions.</p>	<p>Mitigation Measure AQ-6 has been revised to define the leak rate definition as 500 ppmv for valves, pressure relief valves, flanges, n-pentane accumulator vessels, turbine gland seals, and all other fugitive components. This leak rate threshold is generally consistent with the most stringent federal CAA standards for equipment leaks (Appendix B).</p> <p>Implementation of a lower leak definition has the potential to reduce fugitive ROG emissions associated with the Project. Further reduction of the leak definition threshold below 500 ppmv would not substantially reduce emissions.</p>
4	A higher leak rate for pumps, no higher than the 500 ppmv as specified in BAAQMD Rule 8-18, can be used if accompanied by an analysis demonstrating that 100 ppmv is not technologically feasible or cost effective in the subject applications.	<p>Partially Feasible. It is feasible for the Project to include a leak rate definition of 2,000 ppmv for pumps in the motive fluid system (Appendix B). This is a substantial reduction compared to the 10,000 ppmv leak definition threshold identified in the 2013 Final EIS/EIR, but is greater than the suggested leak rate definition of 100 ppmv or 500 ppmv.</p> <p>The USEPA best practices guide presents a table (Table 4.1 Control Effectiveness for an LDAR Program at a Chemical Process Unit and a Refinery) that summarizes control effectiveness for different parts of a refinery and reports a monthly monitoring program with a leak rate of 10,000 ppmv can reduce emissions by 76 percent, when referring to liquids, and 88 percent when referring to gas, and a program with a leak rate of 500 ppmv can reduce emissions by 95 percent when referring to liquids, and 96 percent for when referring to gas (USEPA, 2007). Based on these data, leak definitions for pumps of less than 2,000 ppmv would not achieve substantially greater emission reductions.</p>	<p>Mitigation Measure AQ-6 has been revised to define the leak rate threshold to 2,000 ppmv for pumps in the motive fluid system. This leak rate threshold is generally consistent with the most stringent federal CAA standards for equipment leaks (Appendix B).</p> <p>Implementation of a lower leak definition has the potential to reduce fugitive ROG emissions associated with the Project. Further reduction of the leak definition threshold below 2,000 ppmv would not substantially reduce emissions.</p>
5	Leak rates are to be enforced by conducting quarterly inspections.	<p>Feasible. Quarterly inspections were required per Mitigation Measure AQ-6 in the 2013 Final EIS/EIR. More frequent monthly inspections are feasible.</p>	<p>Mitigation Measure AQ-6 has been revised to require monthly inspections.</p> <p>Implementation of more frequent inspections has the potential to reduce fugitive ROG emissions associated with the Project.</p>

TABLE 3-1 (CONTINUED)
TECHNICAL FEASIBILITY OF ENHANCED LEAK DETECTION AND REPAIR PROCEDURES

No.	Suggested Measure	Feasibility/Analysis	Conclusion
6	Minimization of a detected leak shall occur within 24 hours and repair within 7 days.	Feasible. The 2013 Final EIS/EIR Mitigation Measure AQ-6 stated repairs should be initiated as soon as possible. More specific and more stringent minimization and repair timelines are feasible (Appendix B).	Mitigation Measure AQ-6 has been revised to state minimization of a leak shall occur as soon as possible and no later than 24 hours after the leak discovery. Repair of a leak shall occur as soon as possible and no later than 7 days after the leak discovery. Implementation of more stringent leak repair timelines has the potential to reduce fugitive ROG emissions associated with the Project.

3.3 Leakless and Low-leak Technology

3.3.1 Description

Comment letter 19 on the Draft EIS/EIR suggested that the Project adopt leakless and/or low-leak technology. Leakless technology involves welded connections that do not leak. Low-leak technology includes bellows and diaphragm valves, double seal pumps with or without barrier fluid, diaphragm pumps, canned motor pumps, and magnetic drive pumps. These pieces of equipment have been demonstrated to have low fugitive emission leak rates. Petitioners' experts also recommended the use of graphite-packed control valves and hermetically sealed valves and flanges, which are also examples of low-leak equipment.

3.3.2 Feasibility, Analysis, and Conclusions

Leakless technology is feasible for the majority of the Project and is proposed to be implemented; however, it would not be feasible for certain equipment to have welded connections, and not all low-leak equipment would be feasible and/or applicable to the Project. BACT is required for the Project and due to quality improvements, in some cases the equipment selected would exceed the capabilities of leakless or low-leak technology.

Table 3-2 describes the technical feasibility of the suggested leakless and low-leak technology as they relate to the Project, and includes analysis of the effects that implementation of the measures would have on the ROG emissions estimate and impact findings of the Final EIS/EIR.

**TABLE 3-2
TECHNICAL FEASIBILITY OF LEAKLESS AND LOW-LEAK TECHNOLOGY**

No.	Suggested Measure	Feasibility/Analysis	Conclusion
1	Use leakless technology for all equipment components that could result in fugitive leaks of the motive fluid n-pentane (e.g., welded connections). For example, screwed or threaded flanges should not be used.	<p>Not Feasible for the entire system. All of the system components are proposed to be welded based on standard design, with the exception of the proposed use of flanges for major maintenance access points for pumps, turbines, and major control valves.</p> <p>Flanges are proposed for the major access points in order to conduct safe maintenance; welded valves are not easily maintained without full evacuation (i.e., completely drained) of the n-pentane. Maintenance of leakless welded components at major access points would be less safe to remove and replace due to the "hot work" that would be required to maintain the valves. Hot work consists of cutting, welding, and brazing. Threaded connections are proposed only for small bore piping.</p> <p>Ormat designs its geothermal facilities to minimize the need to conduct hot work on the motive fluid system and has hot work procedures in place (Mammoth Pacific, L.P., 2018, Procedure No. SMP 10, <i>Hot Work Procedure</i>). Prior to conducting any hot work on the motive fluid systems, the system must be rendered gas free. The only hot work that would be needed on the proposed motive systems would be very infrequent and would occur near flange connections for maintenance access.</p> <p>The reason why not all components are proposed to be welded is because hot work poses a safety issue associated with elevated risk of fire and explosion hazards due to the potential for motive fluid leaks. In addition, removing a welded valve for maintenance involves more risk for n-pentane leaks than from a leaking flange.</p>	<p>Implementation of leakless technology has been incorporated into the Project to the greatest extent feasible and the Project Description has been revised to clarify its use of leakless technology (see Chapter 2).</p> <p>This results in no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.</p>
2	Project Design Measure AQ-3 should be revised to specifically refer to "BACT as required by GBUAPCD Rule 209-A Section D (for new stationary sources of emissions which would result in a net increase in emissions of 250 or more pounds/day)" instead of "best available equipment and design" for which no legal definition exists."	<p>Feasible. Implementation of BACT is required by GBUAPCD regulations. Per GBUAPCD Rule 209-A, <i>Standards for Authorities to Construct</i>, BACT is required for facilities with the potential to emit pollutants in excess of listed threshold amounts. For volatile organic compounds (VOCs), an ozone precursor similar to reactive organic gases (ROG), the threshold is 250 pounds per day. The estimated maximum emissions of the Project are approximately 410 pounds per day triggering the requirement for BACT.</p> <p>Per GBUAPCD Rule 209-A, BACT is defined as:</p> <p>Best Available Control Technology (BACT) means for any source the more stringent of:</p> <ol style="list-style-type: none"> The most effective emissions control technique which has been achieved in practice, for such category or class of source; or Any other emissions control technique found, after public hearing, by the Air Pollution Control Officer or the Air Resources Board to be technologically feasible and cost/effective for such class or category of sources or for a specific source; or The most effective emission limitation which the EPA certifies is contained in the implementation plan of any State approved under the Clean Air Act for such class or category or source, unless the owner or operator of the proposed source demonstrates that such limitations are not achievable. <p>In no event shall the emission rate reflected by the control technique or limitation exceed the amount allowable under applicable new source performance standards.</p>	<p>For clarity, Project Design Measure AQ-3 has been revised to acknowledge the Project requires BACT per GBUAPCD Rule 209-A to limit emissions of n-pentane.</p> <p>This results in no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.</p>

TABLE 3-2 (CONTINUED)
TECHNICAL FEASIBILITY OF LEAKLESS AND LOW-LEAK TECHNOLOGY

No.	Suggested Measure	Feasibility/Analysis	Conclusion
3	Provide a top-down analysis of control efficiencies for vapor recovery devices and revise the BACT determination accordingly.	Feasible. GBUAPCD will complete a BACT analysis as part of its permitting processes for the Project.	GBUAPCD would complete a BACT analysis as part of its permitting processes for the Project if it is approved. This results in no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.
4	Use leakless valves, i.e., bellows valves and diaphragm valves.	Not Feasible/Not Applicable. Diaphragm valves are not as reliable and have a much shorter service life than the metal valves currently used. The control valves utilized in the Project design have superior operation for motive fluid application than bellows-sealed valves and diaphragm valves. The proposed control valves are quarter turn valves that isolate better (bellows-sealed valves are not applicable). Diaphragm valves can fail more readily than the proposed control valves. Also, diaphragm valves are usually used for granular solids and viscous flows and are not applicable to a motive fluid system. In addition, an independent review of specifications for diaphragm valves found none that meet the pressure and temperature specifications required for the Project, and that they are not available in the sizes needed for the Project (see Appendix B, Section 4.4). Bellows-sealed valves are not suitable for the project. Similar to diaphragm valves, it is Ormat's experience that they have a tendency to fail and are more complicated. These are often used for hazardous materials applications. In addition, the size of valves used for the motive fluid system are larger than available standard bellows-sealed valves. Also, linear sliding stem globe and gate valves, the only available type of valve for which bellows are designed, are not technically suited for motive fluid flow control while minimizing pressure drop of the system. Bellows-sealed valves can only be used in linear designs and cannot be used in rotational valves required for the Project (see Appendix B, Section 4.4).	No changes to the Project. There would be no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.
5	Use low-leak dual seals for pumps with or without barrier fluid.	Feasible. The proposed process cycle pumps would have a double mechanical seal with API Plan 52 unpressurized barrier oil, with pressure and level leak detection instrumentation. Turbines are proposed to have double mechanical seal with API Plan 53B pressurized barrier oil with pressure and level leak detection instrumentation (Swagelok, 2020).	Already proposed as part of the Project. The Project Description has been revised to clarify its use of low-leak dual seals for pumps (see Chapter 2). There is no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.

TABLE 3-2 (CONTINUED)
TECHNICAL FEASIBILITY OF LEAKLESS AND LOW-LEAK TECHNOLOGY

No.	Suggested Measure	Feasibility/Analysis	Conclusion
6	Use low-leak diaphragm pumps.	<p>Feasible for very limited use on small transfer pumps. Not feasible for meeting the continuous high-rate flow required for circulation of the motive fluid.</p> <p>Ormat uses some diaphragm pumps on smaller applications. But the pressures required for the large cycle motive fluid pumps makes use of diaphragm pumps infeasible due to pressure limitations.</p> <p>Maximum flow for a diaphragm pump is 280 gallons per minute (gpm), with a maximum operating pressure of 100 pounds per square inch (psi). See diaphragm pump data sheet (Sandpiper, 2017). This flow rate and maximum pressure are not applicable for Ormat's motive fluid system. Note that Ormat considers the operating pressure of the proposed motive fluid system to be proprietary information and confidential.</p> <p>The diaphragm itself on this pump can leak, it cannot offer steady flow, the pump does not fit to several working points and makes control on the work point difficult. This pump type has difficulty with in parallel/column connections.</p>	<p>Already proposed as part of the Project. The Project Description has been revised to clarify its use of low-leak diaphragm pumps for small transfer pump applications with maximum flow of 280 gpm and maximum operating pressure of 100 psi (see Chapter 2).</p> <p>There is no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.</p>
7	Use low-leak canned motor pumps.	<p>Feasible for very limited use. Not feasible for large capacity continuous duty cycle pumps.</p> <p>Ormat uses canned motor pumps where feasible on smaller applications. But the flow and pressures required for the large cycle motive fluid pumps makes use of canned motor pumps infeasible due to pressure limitations.</p> <p>Maximum flow for a canned motor pump is 423 gpm, with a maximum operating pressure is 17 psi (Star Pump Alliance, 2020). This flow rate and maximum pressure are not applicable for Ormat's motive fluid system. Note that Ormat considers the operating pressure of the proposed motive fluid system to be proprietary information and confidential.</p> <p>In addition, independent research of canned motor pumps manufactured in the U.S. or U.K. was unable to identify a design capacity sufficient to meet the size, gallons per minute, and "head" capacity required for the motive liquid feed pumps (see Appendix B, Section 4.4).</p>	<p>Already proposed as part of the Project. The Project Description has been revised to clarify its use of low-leak canned pumps for small transfer pump applications with maximum operating pressure of 17 psi (see Chapter 2).</p> <p>There is no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.</p>
8	Use low-leak magnetic drive pumps.	<p>Not Feasible. Not feasible for large capacity continuous duty cycle pumps. Unavailable in the capacity requirements for the cycle pumps. It is Ormat's experience that motors are not reliable and have more failures than the API Plan 52 pumps they are using. Each failure results in a large leak compared to the operation with the API Plan 52 pumps that have a double mechanical seal with API Plan 52 unpressurized barrier oil, with pressure and level leak detection instrumentation (Ormat, 2016).</p> <p>In addition, independent research of magnetic drive pumps manufactured in the U.S. or U.K. was unable to identify a design capacity sufficient to meet the size, gallons per minute, and "head" capacity required for the motive liquid feed pumps (see Appendix B, Section 4.4).</p>	<p>No changes to the Project. There would be no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.</p>

TABLE 3-2 (CONTINUED)
TECHNICAL FEASIBILITY OF LEAKLESS AND LOW-LEAK TECHNOLOGY

No.	Suggested Measure	Feasibility/Analysis	Conclusion
9	Use low-leak graphite-packed control valves.	Feasible. Ormat uses graphite packing with API 600 Trim 8 configuration for all its manual valves.	Already proposed as part of the Project. The Project Description has been revised to clarify its use of low-leak graphite-packed control valves (see Chapter 2). There is no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.
10	Use low-leak hermetically sealed valves and flanges.	Not Feasible/Not Applicable. See bellows valves, above	No changes to the Project. There is no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.
11	Use low-leak double mechanical pump seals with barrier fluid. Use low-leak magnetically coupled pumps. Use low-leak magnetic fluid sealing technology for pumps.	Feasible. See dual seals for pumps with or without barrier fluid, above	
14	Use low-leak gas seal systems for pumps vented to a thermal oxidizer or other approved control device (such as vapor recovery units).	Not Feasible. Based on Ormat's experience with its existing geothermal plants, vent gas systems are less reliable and introduce more potential leak points than the proposed pumps with double mechanical seals with barrier fluid.	No changes to the Project. There is no change to the Final EIS/EIR fugitive n-pentane emission estimates or conclusions.

3.4 References

- Ormat, 2016. Plan 52 (FM/ATEX) Flanged, Drawing Number 0.002.46.523.0. Approved March 27, 2016.
- Mammoth Pacific, L.P., 2018. Hot Work Procedure, Procedure No. SMP 10. Revision Date: 9/8/2018.
- Sandpiper, 2017. 3” Sandpiper non-metallic AODD Ball Valve Pump, Class Leading Performance, Easiest to Maintain, 2017.
- SLR International Corporation (SLR), 2020. Feasibility Analysis of Available Equipment Leak Mitigation Measures: Low-Emissions and Leakless Design Technologies, prepared for the Great Basin Unified Air Pollution Control District. July 2020.
- Star Pump Alliance, 2020. Canned motor pumps – function, advantages, and applications, 2020.
- Swagelok, 2020. API Plan 53B Barrier Fluid Pressurized by Bladder Accumulator. Obtained online on April 30, 2020, at: <https://www.swagelok.com/en/services/design-assembly/mechanical-seal-support-systems/between-seal-planassemblies/api-plan-53b>.
- U.S. Environmental Protection Agency (USEPA), 2007. Leak Detection and Repair, A Best Practices Guide. October 2007.
- U.S. Environmental Protection Agency (USEPA), 2016. New Source Review (NSR) Archives, BACT for Fugitive Emissions of Hydrocarbons 8.10, last updated February 21, 2016. Obtained online at: https://archive.epa.gov/airquality/ttnsr01/web/html/p8_10.html.
- U.S. Environmental Protection Agency (USEPA), 2017. Method 21 – Determination of Volatile Organic Compound Leaks. Obtained online at: https://www.epa.gov/sites/production/files/2017-08/documents/method_21.pdf.

CHAPTER 4

Revised Responses to Comments

4.1 Introduction

Comment letter I9 submitted by the California Unions for Reliable Energy (CURE) is included in Appendix G of the 2013 Final EIS/EIR. The specific comments from Comment letter I9 relevant to the scope of this Draft SEIR (Comments I9-32, I9-170, I9-171, and I9-172) have been repeated (shown in italics) in this section for the reader's convenience. Each comment is followed by the response with revisions indicating additions as underlined and deletions as ~~crossed-out~~.

4.2 Revised Response to Comment Letter from CURE

Comment I9-32:

Reactive Organic Gas ("ROG") emissions are almost exclusively related to fugitive emissions of the motive fluid, n-pentane, at the binary power plant. The Applicant estimates the Project will result in 410.0 lb/day and 74.8 tons/year ROG from fugitive n-pentane emissions, in exceedance of the applicable CEQA thresholds.¹⁸⁷

The draft EIS/EIR claims that the Project

[i]s proposed to include state of the art equipment and best available technology that would limit fugitive ROG (i.e., n-pentane) emissions and that no additional feasible mitigation measures are available to further substantially reduce fugitive ROG emissions, and the CD-IV Project would result in a significant and unavoidable impact related to long-term fugitive emissions of n-pentane.¹⁸⁸

Dr. Pless recommends including in a revised draft EIS/EIR additional and/or more stringent, existing, feasible best available control technology for operational emissions of ROG.¹⁸⁹

¹⁸⁷ *Id.*, at Tables 4.2-4 and 4.2-5, p. 4.2-12.

¹⁸⁸ *Id.*, at p. 4.2-11 (emphasis added).

¹⁸⁹ Pless Comments, p. 12.

Feasible mitigation exists to reduce the Project's significant ROG emissions. Pless recommends incorporating leakless technology for motive fluid systems.¹⁹⁰ Pless notes that the Applicant's proposed use of screwed or threaded, flanges will result in leakage no matter how carefully executed while welded connections on the other hand do not (unless defective). Thus, welded connections would eliminate 100% of the emissions.¹⁹¹ Leakless equipment

technology is routinely used and required for construction of new or modified existing refineries and chemical facilities and is equally feasible for the Project.¹⁹²

Pless also shows that additional and/or more stringent mitigation measures for the leak detection and repair program are feasible. While the Applicant's proposed BACT measure for equipment leaks includes the "placement of pentane specific vapor sensors at strategic locations", as well as "leak checks, inspections, monitoring, and leak logging," Pless finds those measures inadequate to address smaller and slow leaks and therefore not BACT for the Project.¹⁹³ Instead, Pless recommends the USEPA's leak detection and repair ("LDAR") regulations for petroleum refineries and chemical manufacturing facilities. The implementation of LDAR is feasible, as it incorporates the elements of the proposed inspection program with additions, such as quantification of fugitive ROG leaks with a portable analyzer.¹⁹⁴

A revised draft EIS/EIR should include a mitigation measure requirement to use leakless components for all equipment components that could result in fugitive leaks of the motive fluid n-pentane as well as a mitigation measure that includes the use of LDAR following the USEPA's Best Practices Guide¹⁹⁵

¹⁹⁰ *Id.* at p. 13.

¹⁹¹ *Ibid.*

¹⁹² *Id.*

¹⁹³ *Id.* at p. 14.

¹⁹⁴ *Ibid.*

¹⁹⁵ *Id.*, see also; USEPA, *Leak Detection and Repair Compliance Assistance Guidance, A Best Practice Guide (Attachment P)*.

19-32 Response:

The commenter indicates that there are feasible mitigation measures available to reduce fugitive n-pentane emissions beyond the best available technology proposed for the CD-IV Project. The commenter also lists the Applicant's proposed emission reduction concepts and technologies. This comment is noted.

The commenter indicates that the CD-IV Project's motive fluid system should use leakless technology to avoid fugitive emissions of n-pentane. The proposed motive fluid system does include ~~limited~~ leakless technology, including welded connections ~~wherever to the greatest extent feasible and practical~~ (Ormat 2013). All of the system components are proposed to be welded based on standard design, with the exception of the proposed use of flanges for major maintenance access points for pumps, turbines, and the main control valves. Flanges are proposed for the major access points in order to conduct safe maintenance. For example, pipeline runs, elbows, transitions, and other minor access points would be welded. ~~Leakless technology would not be feasible or practicable for some components of the motive fluid system. For example, while major access points such as valves, pumps, turbines, and main control valves would be flanged in case they would ever need to be replaced and instrumentation would need to be threaded to allow for calibration and/or replacement.~~

Maintenance at major access points requiring the removal and replacement of leakless welded components would be less safe because it would require relatively frequent "hot work" on the

motive fluid system that would consist of cutting, welding, and brazing. The Applicant designs its geothermal facilities to minimize the need to conduct hot work on the motive fluid system due to the inherent safety issues, including elevated risk of fire and explosion hazards due to the potential for motive fluid leaks to ignite. When hot work is required, the Applicant has specific procedures in place to reduce the fire and explosion risks to the extent achievable, including purging (i.e., draining) all n-pentane from the fluid motive system (Mammoth Pacific L.P., 2018). In addition, because of these safety procedures, removing a welded component for maintenance involves a greater potential for n-pentane leaks than from a leaking flange because a small amount of non-condensed n-pentane vapors would be discharged to the atmosphere during the purge. The only hot work that would be needed for the proposed motive fluid systems would be very infrequent and would occur near flange connections for maintenance access. This information has been added to the Project Description to include a discussion of hot work, and its inherent hazards (see Draft SEIR Section 2). Based on these issues, it would not be feasible for components at major access points of the motive fluid system to be welded.

In addition to welding components to control leaks, bellows and diaphragm valves are used in some hazardous materials applications to control leaks. In a bellows valve, a welded seal divides the lower half of the valve, where the system flow media resides, from the upper parts of the valve, where actuation is initiated; the stem, which is entirely encased in a metal bellows, moves up and down without rotating, sealing over the inlet (Adkins, 2011). By contrast, diaphragm valves each contain a thin plastic or metal diaphragm that flexes up and down to create a leak-tight seal over the inlet (Id.). Either type can be a good choice depending on the specific circumstances when the seal to atmosphere is critical and access for maintenance is limited; however, neither is the best choice for the Project (ORNI 50 LLC, 2020). Ormat's experience, including five decades of operation of more than 150 geothermal plants with more than 2,100 MW of geothermal capacity, informs the Applicant's determination that diaphragm valves are not as reliable and have much shorter service life than the metal valves proposed for the Project. Diaphragm valves can fail more readily than the proposed control valves and are usually used for granular solids or viscous flows (Ormat, 2019). Thus, diaphragm valves are not applicable to a motive fluid system. Similarly to diaphragm valves, it is the Applicant's experience that bellow valves have a tendency to fail and are more complicated to operate. The control valves the Applicant uses operate more reliably and are better suited than bellows and diaphragm valves for the motive fluid application.

An independent review of specifications for diaphragm valves found that none meet the pressure and temperature specifications required for the Project, and that they are not available in the sizes needed for the Project (see Appendix B, Section 4.3). Also, linear sliding stem globe and gate valves, the only available type of valve for which bellows are available, are not technically suited for motive fluid flow control while minimizing pressure drop of the system. Bellows sealed valves can only be used in linear designs and cannot be used in rotational valves required for the Project (see Appendix B, Section 4.4). Therefore, bellows valves and diaphragm valves are not feasible or applicable to the Project. The proposed control valves are quarter turn valves that more efficiently isolate the motive fluid. Information has been added to the Project Description to include a discussion of the proposed valve types (see Draft SEIR Section 2).

The Project would also include the use of dual seal pumps to control ROG leaks. Process cycle pumps proposed for the Project would have a double mechanical seal with API Plan 52 technology for unpressurized barrier oil and pressure and level leak detection instrumentation (Ormat, 2016). Turbines are proposed to have a double mechanical seal with API Plan 53B pressurized barrier oil technology also with pressure and level leak detection instrumentation (Swagelok, 2020). Discussion of the proposed process cycle pumps types has been added to the Project Description (see Draft SEIR Section 2).

Use of diaphragm and canned pumps are also options to control pump leaks in some circumstances; however, these pumps are not feasible for the continuously operating large cycle pumps that would be required for the Project due to very limited capacity and/or operating pressure limits. The Applicant does propose to use diaphragm and/or canned pumps for some of the smaller applications, but the pressures required for the large cycle motive fluid pumps makes use of these pumps infeasible for that application. Maximum flow for a diaphragm pump is 280 gallons per minute (gpm), with a maximum operating pressure of 100 psi (Sandpiper, 2017). Maximum flow for a canned motor pump is 423 gpm, with a maximum operating pressure of 17 psi (Star Pump Alliance, 2020). The Applicant considers the operating pressure of its proposed motive fluid system to be proprietary information and a confidential trade secret, but has demonstrated to GBUAPCD that the maximum flow rates and pressures of available diaphragm and canned pumps are insufficient for incorporation into the Applicant's motive fluid system.¹ In addition, the diaphragm portion of diaphragm pumps can leak, it cannot offer steady flow, the pump does not fit to several working points, and it makes control on the work point difficult. In the Applicant's experience, this pump type also has difficulty with in parallel/column connections which would be needed for the Project. Discussion of the proposed diaphragm and canned pumps for some of the smaller applications has been added to the Project Description (see Draft SEIR Section 2).

Magnetic drive pumps can also reduce pump leaks; however, these pumps are not technologically feasible for large capacity continuous duty cycle pumps and are unavailable in the capacity requirements for the cycle pumps needed for the Project. It is Applicant's experience that the motors on magnetic drive pumps are not reliable and have more failures than the API Plan 52 pumps proposed for the Project. Any failure of a magnetic drive pump would result in a large ROG leak compared to operations of the proposed API Plan 52 pumps. Use of gas seal systems for pumps vented to a thermal oxidizer or other approved control device (such as vapor recovery units) can also be effective in reducing leaks for some industrial chemical applications; however, based on the Applicant's previous experience at more than 150 geothermal plants, vent gas systems are less reliable and introduce more potential leak points than the proposed pumps with double mechanical seals with barrier fluid, and are therefore not a practicable option for the Project.

The Project would include the use of graphite-packed control valves with API 600 Trim 8 configuration for all its manual valves to control ROG leaks (Werner Sölken, 2020). Discussion

¹ Public Resources Code Section 21160 provides CEQA lead agencies with broad authority to require applicants to provide information necessary to evaluate the significance of potential adverse environmental impacts of the projects they propose. If trade secrets (as defined in Government Code Section 6254.7) are needed to accomplish this task, then they must be submitted to the lead agency. However, the lead agency is precluded from disclosing the trade secrets in an EIR or otherwise as part of the public record (Public Resources Code Section 21160; 14 Cal. Code Regs. Section 15120(d)).

of the proposed graphite-packed control valves has been added to the Project Description (see Draft SEIR Section 2).

The commenter also indicates that the Draft EIS/EIR should be revised to require USEPA leak detection and repair methods. The Permit to Operate would include monitoring requirements per USEPA regulatory methods, including Reference Method 21 (USEPA, 2017). The exact terms and conditions of the Permit to Operate the plant would not be identified until after Project approval; therefore, it is appropriate for the EIS/EIR to identify binding mitigation that will be consistent with the requirements of the permit to ensure that leak detection monitoring is conducted per USEPA methods. Mitigation Measure AQ-6 has been added to Section 4.2.9, *Mitigation Measures*, on Draft EIS/EIR page 4.2-20 (see Response I9-172 for new Mitigation Measure AQ-6) and includes additional requirements, which meet or exceed USEPA leak detection and repair (LDAR) guidelines. The revisions to Mitigation Measure AQ-6 include a requirement for monthly inspections utilizing a USEPA Method 21 portable analyzer and the use of a handheld infrared camera, implementation of a leak definition of 2,000 ppmv for pumps and 500 ppmv for valves, pressure relief valves, flanges, n-pentane accumulator vessels, turbine gland seals, and all other fugitive components, and specific leak minimization and repair timelines. These leak rate definitions are generally consistent with the most stringent federal CAA standards for equipment leaks (Appendix B). For leak minimization and repair timelines, AQ-6 has been revised to require that minimization of a leak shall occur as soon as possible and no later than 24 hours after the leak discovery and repair of a leak shall occur as soon as possible and no later than 7 days after the leak discovery.

The fugitive emissions from the Project as mitigated are comparatively small when compared to the emissions of greenhouse gas (GHG) forming compounds from conventional coal-fired or natural gas power plants. The emission savings and corresponding environmental benefits from a geothermal renewable energy facility should be balanced against the fugitive emissions, showing the net benefits of the Project on air quality and climate change. By using a geothermal reservoir as its energy source, the Project eliminates air emissions that would be produced by a traditional fossil fuel fired power plant. An equivalent natural gas power plant (33 MW) would produce an estimated 130,000 metric tons per year of direct GHG emissions in the form of carbon dioxide emissions, as well as other air pollutants, for the same amount of power generated by the Project. A similar-sized coal-fired power plant (33 MW) would produce an estimated 260,000 metric tons per year of direct GHG emissions in the form of carbon dioxide (BlueSkyModel, 2020).

Comment I9-170:

Leakless Technology for Motive Fluid System

An additional technology available to reduce fugitive emissions of n-pentane from equipment leaks is the use of leakless technology for the Project's motive fluid system. Pipes, valves, pumps and other equipment are commonly connected using flanges that are welded or screwed. Here, it appears that the Applicant proposes to use screwed, or threaded, flanges.⁴⁰ Threaded flanges leak, no matter how carefully executed; welded connections on the other hand do not (unless defective) and, thus, eliminate 100% of the emissions. Thus, reducing the number of valves, flanges and connectors, while undoubtedly effective, as proposed, is only the first step in reducing fugitive equipment leaks. Instead, BACT for the Project's motive fluid system is the use of leakless equipment components, a technology that is routinely required for construction of new or modification of existing refineries and chemical facilities and equally feasible here. The Draft EIS/EIR should be revised to require the use of leakless components for all equipment components that could result in fugitive leaks of the motive fluid n-pentane. Further Project Design Measure AQ-3 should be revised to specifically refer

to "BACT as required by GBUAPCD Rule 209-A, Section D (for new stationary sources of emissions which would result in a net increase in emissions of 250 or more lb/day of any air pollutant or precursor except for CO and particulate matter)" instead of "best available equipment and design" for which no legal definition exists.

⁴⁰ *Ibid*, Attachment "Typical 36MW Air Cooled Ormat Binary Power Plant, Emissions calc" dated May 1, 2012: "Flanges, Connectors [sic], Scrwed.

I9-170 Response:

The commenter indicates that the CD-IV Project's motive fluid system should use leakless technology to avoid fugitive emissions of n-pentane. The proposed motive fluid system does include limited leakless technology, including welded connections wherever feasible and practical (ORNI 50, LLC, 2013). The use of leakless components for all equipment components that could result in fugitive leaks of the motive fluid n-pentane is not feasible due to safety concerns regarding hot work which are discussed in detail in the previous response. See Response I9-32, for details.

In addition, EIS/EIR Project Design Measure AQ-3 (as set forth in 2013 Final EIR Section 2.2.9, p. 2-51) has been revised for clarity, as shown below.

~~AQ-3: ORNI 50, LLC will utilize best available equipment and design to minimize emissions of n-pentane. This will include the use of Best Available Control Technology (BACT) as required by GBUAPCD Rule 209-A to limit emissions of n-pentane. For example, pipeline runs, elbows, and transitions would be welded. Leakless technology would not be feasible or practicable for some components of the motive fluid system. For example, valves would be flanged in case they would ever need to be replaced and instrumentation would need to be threaded to allow for calibration and/or replacement.~~

Comment I9-171:

Vapor Recovery Unit Control Efficiency

The Applicant proposes a 99% control efficiency as BACT for the vapor recovery devices. Yet, the Draft EIR states that "other facilities similar to what is proposed for the CD-IV Project have demonstrated better than 99.6 percent efficiency in controlling and recovering n-pentane emissions during normal operations,"⁴¹ Thus, it appears that BACT, as demonstrated in practice, is 99.6% rather than 99% control efficiency. The Draft EIR (and the ATC Application to the GBUAPCD) should provide a top-down analysis of control efficiency for vapor recovery devices and revise the BACT determination accordingly.

⁴¹ *Draft EIS/R, p. 4.2-12, emphasis added.*

I9-171 Response:

It appears that the commenter is referencing the second bullet of the proposed BACT technologies shown in Comment I9-169; however, that bullet is in reference to proposed vapor

recovery devices that are estimated to return at least 99 percent of the motive fluid back to the system. Therefore, the 99 percent is a reference to the efficiency of returning motive fluid back to the system, which is not a direct reference to the efficiency of controlling and recovering n-pentane emissions. GBUAPCD will complete a BACT analysis as part of its permit to construct and operate processes for the Project if it is approved.

Comment I9-172:

Leak Detection and Repair Program

The Applicant's proposed BACT measures for equipment leaks include the "placement of pentane-specific vapor sensors at strategic locations" as well as "leak checks, inspections, monitoring, and leak logging." While the proposed measures may prevent help prevent significant leaks, they are not adequate to address smaller and slow leaks and do not constitute BACT for the Project. The USEPA has developed leak detection and repair ("LDAR") regulations for petroleum refineries and chemical manufacturing facilities. Implementation of an LDAR program is equally feasible for the Project's motive fluid system. LDAR incorporates the elements of the proposed inspection program but goes further. For example, it requires quantification of fugitive ROG leaks with a portable analyzer (per USEPA Reference Method 21). The Draft EIR should be revised to require as a mitigation measure the use of LDAR following USEPA's Best Practices Guide.⁴²

⁴² USEPA, *Leak Detection and Repair Compliance Assistance Guidance, A Best Practices Guide*; <http://www.epa.gov/compliance/resources/publications/assistance/ldarguide.pdf>

I9-172 Response:

The commenter indicates that the Draft EIS/EIR should be revised to require USEPA leak detection and repair methods. The Permit to Operate would include monitoring requirements per USEPA regulatory methods, including ~~Reference~~-Method 21. The exact terms and conditions of the Permit to Operate the plant would not be identified until after Project approval; therefore, it is appropriate for the EIS/EIR to identify binding mitigation that will be consistent with the requirements of the permit to ensure that leak detection monitoring is conducted per USEPA methods, including monitoring for fugitive ROG leaks with a portable analyzer. Mitigation Measure AQ-6 has been added to Section 4.2.9, *Mitigation Measures*, on Draft EIS/EIR page 4.2-20 as follows. Refer to Response I9-32 for additional details.

Mitigation Measure AQ-6: Implementation of Enhanced Leak Detection and Repair (LDAR) Program. ORNI 50, LLC shall obtain a portable Volatile Organic Compound (VOC) leak detector capable of meeting the performance specifications described in USEPA's ~~Source Test Reference~~-Method 21. This instrument shall be properly maintained, calibrated, and made readily available at all times on the property site. Inspections utilizing t~~The instrument shall be used at least~~ conducted at a minimum on a monthly basis to assist ORNI 50, LLC personnel in detecting n-pentane leaks from all flanges, valves, pump seals, safety relief valves, n-pentane accumulator vessels, ~~and~~ turbine gland seals, ~~and other fugitive components~~. In addition to a USEPA Method 21 portable analyzer, monthly inspections shall include the use of a held infrared camera and visual inspection and observation. Pumps shall be visually inspected weekly. Whenever a

leak is detected that is greater than ~~10,000 ppmv~~ 2,000 ppmv for pumps or 500 ppmv for valves, pressure relief valves, flanges, n-pentane accumulator vessels, turbine gland seals, and all other fugitive components ~~from any aforementioned equipment~~, ORNI 50, LLC shall initiate repairs as soon as ~~practical possible~~. Once a leak is discovered, ORNI 50, LLC shall tag and log its location, record the leak concentration, record the date, and record the dates of each repair attempt. Minimization of a leak shall occur as soon as possible and no later than 24 hours after the leak discovery. Repair of a leak shall occur as soon as possible and no later than 7 days after the leak discovery. A report that includes the six-month average daily emission calculations and n-pentane purchases shall be submitted electronically to the GBUAPCD within 30 days from the end of each calendar quarter. A summary record of the leak repairs made shall also be submitted to the GBUAPCD when reporting n-pentane losses.

The following references have been added to the Final EIS/EIR Chapter 10, References:

Chapter 10, References

- Adkins, 2011. Matching valve type to function: A tutorial in valve selection. Available online: <https://www.eng.ufl.edu/labsafety/wp-content/uploads/sites/28/2015/04/Valve-Selection.pdf>. June 2011.
- BlueSkyModel, 2020. "1 kilowatt-hour" webpage. Obtained online at: <https://blueskymodel.org/kilowatt-hour>. Accessed: August 10, 2020.
- Mammoth Pacific L.P., 2018. Hot Work Procedure, Procedure No. SMP 10, Revision Date: September 8, 2018.
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- ORNI 50 LLC, 2020. Technical Feasibility Checklist for Suggested Fugitive ROG Measures, Requests with Responses, April 15, 2020.
- Sandpiper, 2017. 3" Sandpiper non-metallic AODD Ball Valve Pump, Class Leading Performance, Easiest to Maintain, 2017.
- Star Pump Alliance, 2020. Canned motor pumps – function, advantages, and applications, 2020.
- Swagelok, 2020. API Plan 53B Barrier Fluid Pressurized by Bladder Accumulator. Obtained online on April 30, 2020, at: <https://www.swagelok.com/en/services/design-assembly/mechanical-seal-support-systems/between-seal-planassemblies/api-plan-53b>.
- U.S. Environmental Protection Agency (USEPA), 2007. Leak Detection and Repair, A Best Practices Guide. October 2007.

U.S. Environmental Protection Agency (USEPA), 2017. Method 21 – Determination of Volatile Organic Compound Leaks. Obtained online at: https://www.epa.gov/sites/production/files/2017-08/documents/method_21.pdf.

Werner Sölken, 2020. Valves Guide, Trim of Valves, API 600 Valve Trim No. Accessed on line at: http://www.wermac.org/valves/valves_general_trim.html, April 30, 2020.

CHAPTER 5

Report Preparation

5.1 Lead Agency

Great Basin Unified Air Pollution Control District

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Notices of the Availability of the Draft SEIR also were provided to the following organizations and individuals:

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