

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



**ITEM: 21.2
(ID # 14579)**

MEETING DATE:

Tuesday, March 02, 2021

FROM: TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79 AND RELATED ORDINANCE NO. 664.71, DPR200012 FOR THE BLYTHE MESA SOLAR PROJECT. Applicants: Blythe Mesa Solar II, LLC and Renewable Resources Group. Engineer/Representative Intersect Power – Fourth Supervisorial District – Palo Verde Valley Area Plan - Location: Northerly and southerly of Interstate 10, westerly of Neighbors Boulevard and Arrowhead Boulevard and southerly and easterly of the Blythe Airport. CEQA Exempt – Nothing Further Required, District 4. [Applicant fees 100%]

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

1. **FIND** the Amended and Restated Development Agreement No. 79 and related Ordinance No. 664.71 exempt from the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) or, alternatively, that nothing further is required under CEQA as set forth in this agenda item;
2. **APPROVE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79** based upon the findings and conclusions incorporated in this agenda item; and
3. **INTRODUCE, READ TITLE and WAIVE FURTHER READING OF, and ADOPT** on successive weeks **ORDINANCE NO. 664.71**, an Ordinance of the County of Riverside Approving **AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79**, based upon the findings and conclusions incorporated in this agenda item.

ACTION: Policy


John Hildebrand, Deputy Director of TLMA 2/24/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended, and that Ordinance 664.71 is approved as introduced with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 2, 2021
xc: Planning, COB

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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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 100%			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Blythe Mesa Solar Project, a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant) and a new 8.4 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line, was previously approved by the Board of Supervisors on May 12, 2015, in Conditional Use Permit No. 3685, Public Use Permit No. 913, Change of Zone No. 7831, Development Agreement No. 79, and Environmental Impact Report/Environmental Assessment No. 529. Below is a short summary of each of those previously approved Planning entitlements:

Conditional Use Permit No. 3685 permitted a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant) consisting of a solar array field utilizing single-axis solar PV trackers and panels with a combined maximum height of eight feet. Supporting facilities on-site would include up to three electrical substations, up to two operation and maintenance buildings, inverters, transformers, and associated switchgear. The Project site will be secured 24 hours per day by on site private security personnel or remote services with motion-detection cameras. An equestrian-wire, wildlife-friendly and drainage-compatible security fence that meets National Electric Safety Code would be placed around the perimeter of the site. An approximate 334-acre portion of the 3,660-acre Project site is located within the City of Blythe jurisdiction, the remaining 3,326 acres is within the unincorporated area under the jurisdiction of the County. Conditional Use Permit No. 3685 contemplated the project being constructed in phases.

Public Use Permit No. 913 permitted a new 8.4 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line would connect the proposed Project with the approved Colorado River Substation located west of the Project site subject to Public Use Permit (3.6 miles of the generation-tie line are located within the Project site subject to the jurisdiction of the County, and 4.8 miles are located off-site within a 125-foot-wide BLM ROW between the Project site and the Colorado River Substation).

Change of Zone No. 7831 rezoned approximately 1,249 acres from Controlled Development Areas 5 acre minimum and 10 acre minimum (W-2-5 and W-2-10) and Natural Assets (N-A) to Light Agriculture 10 acre minimum (A-1-10).

Additionally, the applicant (Renewable Resources Group) and County Staff negotiated a Development Agreement (DA No. 79) consistent with the County's solar power plant program

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(Board of Supervisors Policy No. B-29). Since May 2015, the applicant has not started construction on the solar project.

Amended and Restated Development Agreement No. 79: Recently a phase of the Solar Power Project was sold to a new applicant, Blythe Mesa Solar II LLC. Now, applicants Blythe Mesa Solar II LLC and Renewable Resources Group propose to amend Development Agreement No. 79. Amended and Restated DA No. 79 applies to both applicants and the proposed amendments to the development agreement reflect a change in ownership of part of the property, identify each owner's phase for the project, clarify obligations of each owner for the owner's respective phase of the project, amends the development impact fees provisions of the agreement, and incorporates an additional community benefit fee. Amended and Restated Development Agreement No. 79 contains terms consistent with Board of Supervisors Policy No. B-29, including terms regarding public benefit payments and increases (Section 4.2: currently \$175.75 per acre and subject to 2% annual increases) and terms requiring the applicants to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law (Section 4.3). Additionally, given the unique location of the Project, Amended and Restated Development Agreement No. 79 recognizes the City of Blythe as a limited third party beneficiary of and requires that the applicant pay 10% of the annual public benefits directly to the City of Blythe. The remainder of the annual public benefit payments will be used by the Board of Supervisors consistent with Resolution No. 2013-158 which establishes the requirements, limitations, and procedures concerning the use of payments collected under a development agreement involving a solar power plant (Section 4.2.5 of DA No. 79). Amended and Restated Development Agreement No. 79 also contains an agreement between the parties with regard to the computation of development impact fees in the amount of \$779.46 per acre and an Additional Community Benefit Fee of \$343.75 per acre (Section 4.4). The applicants anticipate that Phase 1 of the Blythe Mesa Solar Project will encompass development of 50.97% of the Project covering 1,732 acres and Phase 2 will encompass the remaining 49.03% of the Project covering 1,665.62 acres.

Per state law, a development agreement is a legislative act that must be approved by ordinance. Proposed Ordinance No. 664.71 incorporates by reference and adopts Amended and Restated DA No. 79 consistent with Government Code sections 65867.5 and 65868. Amended and Restated Development Agreement No. 79 and Ordinance No. 664.71 do not change the prior development approvals or overall project footprint in CUP3685, PUP913, CZ7831, or EIR529.

Amended and Restated Development Agreement No 79 is consistent with the General Plan, and with public health, safety, and general welfare. The express terms of the development agreement grant the applicants a vested right to develop the project in accordance with existing land use regulations including in accordance with the General Plan. The conditions of approval and mitigation measures for the Blythe Mesa Solar Project, the approvals of which are incorporated in the exhibits to the Amended and Restated Development Agreement ensure that the solar power plant project is developed in a way that is consistent with public health safety and general welfare. Moreover, the Amended and Restated Development Agreement No 79 will provide significant benefits. Specifically, the development agreement contains terms consistent with

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Board of Supervisors Policy No. B-29 including terms regarding annual public benefits payments and increases, submittal of local sales and use taxes, computation of development impact fees, and the submittal of an additional community benefit fee. All of these development agreement provisions ensure that the Amended and Restated Development Agreement No. 79 will provide significant benefits.

The Blythe Mesa Solar Project is located northerly and southerly of Interstate 10, westerly of Neighbors Boulevard and Arrowhead Boulevard and southerly and easterly of the Blythe Airport – Palo Verde Valley Area Plan, Fourth Supervisorial District. The Blythe Mesa Solar Project site is currently designated as Assessor's Parcel Numbers: 824101014, 824101015, 824080003, 824102026, 824102020, 824102027, 824102023, 824130006, 824090009, 824102013, 824102016, 824090024, 824102014, 824130007, 863050008, 863030009, 863030004, 863030002, 863030010, 863100012, 863100010, 863040020, 863030008, 863030007, 863030006, 863030005, 863030014, 863030015, 863050007, 863100006, 863030016, 863030017, 863100009, 863100008, 863050004, 863050009, 863030003, 863030013, 863100016, 863100011, 863100005, 821120040, 821120038, 821120027, 821120026, 821120042, 821120043, 824101017, 821120048, 824101016, 824080005, 821120029, 821120025, 821120039, 821120028, 879090051, 879090042, 879090037, 879110014, 879110013, 879090044, 879090043, 879090039, 879090036, 879090050, 879090045, 879090038, 863040015, 863040021, 863060017, 863060015, 863040017, 863040001, 879090041, 879090040, 879090048, 879090049, 863060018, 863070022, 863060016, 863070019, 863070018, 824102024, 824122013, 824102015, 821120044, 824110038, 821110004, 824110035, 824110037, and 824110036.

Exhibits A and B to the development agreement fully describe the entire property covered by the Amended and Restated Development Agreement No. 79. However, because the solar power plant project will be developed in phases by multiple owners, these legal descriptions need to be broken out by parcel. The attached Exhibits A and B are placeholders. Exhibits A and B with descriptions broken out by parcel will be substituted into the placeholder Exhibits A and B prior to final adoption of Ordinance No. 664.71.

Consistent with Board of Supervisors Policy No. B-29, this Amended and Restated Development Agreement is fast tracked.

CEQA: The County of Riverside previously certified Environmental Impact Report No. 529 on May 12, 2015, in Resolution No. 2015-057, which identified all significant environmental effects, and was prepared in conjunction with the above referenced applications that constitute the Blythe Mesa Solar Project. The EIR concluded that there are no impacts that are significant and unavoidable after mitigation. Although the proposed Blythe Mesa Solar Project, including its related development agreement, could have a significant effect on the environment, all potentially significant effects were analyzed adequately in EIR529 pursuant to applicable standards, and have been avoided or mitigated pursuant to that earlier EIR, therefore nothing further is required. The current action to approve the Amended and Restated Development Agreement is also otherwise exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3). In can be seen

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with certainty that the Amended and Restated Development Agreement and related ordinance, on their own, have no possibility of having a significant effect on the environment. The Amended and Restate Development Agreement does not extend the term of the previously approved development agreement; nor does it alter the existing land use approvals identified above or the proposed solar power plant project footprint.

Impact on Citizens and Businesses:

The project will aid in the transmission of renewable energy to the power grid while also ensuring that the County receives significant benefits under the Amended and Restated Development Agreement.

SUPPLEMENTAL:

Additional Fiscal Information

As stated above, the applicants and County staff have reached an agreement on the provisions of the Amended and Restated Development Agreement No. 79. The applicant will submit annual public benefit payments of \$150 per acre, increased annually by 2% from and after 2013 (currently \$175.75 per acre in 2021), based on the solar power plant net acre amount of 3,397.62 acres at full build out. The total "solar power plant net acreage", agreed upon by the applicants, was calculated using the definition in Board of Supervisors' Policy No. B-29. The project is scheduled to be built in two phases and the initial annual public benefit payments will based on the solar power plant net acreage included in each phase until complete build out. The first phase will include a solar power plant net acreage of 1,732 acres. The second phase will include a solar power plant net acreage of 1,665.62 acres. The applicants will also take agreed upon actions to ensure that local sales and use taxes are directly allocated to the County to the maximum extent possible under the law. Additionally, the applicant will submit an agreed upon Development Impact Fee (DIF) payment of \$779.76 per acre and an Additional Community Benefit Fee ("CBF") of \$343.75 per acre on approximately 3,397.62 acres. The timing of the DIF payment will be in accordance with Ordinance No. 659.

A summary of the estimated payments under the Amended and Restated Development is as follows:

Phase 1 (to be constructed soon): 1732 acres

- Solar Power Plant base payment consistent with Board of Supervisors Policy No. B-29 if paid in 2021 at \$175.75 per acre: \$304,399 and then increased annually by 2% with each annual payment
- Development Impact Fee at \$779.76 per acre: \$1,350,544.32
- Additional Community Benefit Fee at \$343.75 per acre: \$595,375

Phase 2 (construction date TBD): 1665.62 acres

- Solar Power Plant base payment consistent with Board of Supervisors Policy No. B-29: Minimum \$292,732.72 (likely more since will be paid after 2021 and then increased annually with each subsequent payment)
- Development Impact Fee at \$779.76 per acre: \$1,298,783.85

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- Additional Community Benefit Fee at \$343.75 per acre: \$572,556.88

Total DIF for entire project: \$2,649,328.17

Total Additional Community Benefit Fee for entire project: \$1,167,931.88

Staff labor and expenses to process this project have been paid directly through Blythe Mesa's deposit based fees.

ATTACHMENTS:

- A. Ordinance No. 664.71 Approving Amended and Restated Development Agreement No. 79
- B. Amended and Restated Development Agreement No. 79



Jason Farin, Principal Management Analyst 2/23/2021



Gregory V. Priamos, Director County Counsel 2/19/2021

2/18/2021 FINAL

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

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

AMENDED AND RESTATED
DEVELOPMENT AGREEMENT NO. 79

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE
AND RENEWABLE RESOURCES GROUP LLC,
BLYTHE MESA SOLAR II, LLC,
GILA FARM LAND LLC
WOODSPUR FARMING LLC
JESUS AND TERESA RIVERA
and CRESENCIO AND VICTORIA RAMIREZ

MAR 02 2021 21.2

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79

This Amended and Restated 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"), BLYTHE MESA SOLAR II, LLC and RENEWABLE RESOURCES GROUP LLC, (hereinafter "OWNERS" and each, respectively, an "OWNER") ,and the persons and entities listed below (hereinafter "PROPERTY OWNERS" and each, respectively, a "PROPERTY OWNER"):

GILA FARM LAND LLC,
WOODSPUR FARMING LLC,
JESUS AND TERESA RIVERA,
and CRESENCIO AND VICTORIA RAMIREZ

RECITALS

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

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

WHEREAS, COUNTY and RENEWABLE RESOURCES GROUP LLC, GILA FARM LAND LLC, WOODSPUR FARMING LLC and JESUS AND TERESA RIVERA ("ORIGINAL OWNERS") entered into Development Agreement No. 79 effective June 16, 2015 ("DA"); and,

WHEREAS, since the Effective Date of the DA, no phase of the Project has been constructed; and,

WHEREAS, in order to facilitate the construction of the Project, OWNERS have requested COUNTY to enter into an amended and restated development agreement and proceedings have been taken in accordance with the Procedures and Requirements of COUNTY; and,

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

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

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

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

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

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

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

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

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

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

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

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 \$150.00 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 \$175.75 per acre in 2021).

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

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

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

- (a) Specific plans and specific plan amendments;
- (b) Zoning, including variances;
- (c) Conditional use permits, public use permits, and plot plans;
- (d) Tentative and final subdivision and parcel maps;
- (e) Lot line adjustments;
- (f) Parcel mergers;
- (g) Road vacations;
- (h) Grading and building permits;
- (i) Any permits or entitlements necessary from COUNTY for Southern California Edison’s distribution-level electrical services to the Project;
- (j) Any permits or other entitlements or easements necessary from COUNTY for gen-tie and access road crossing and improvements, including encroachment permits;
- (k) Environmental cleanup review; and
- (l) 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 “OWNERS” means the persons and entities listed as OWNERS on the first page of this Agreement and their successors in interest to all or any part of the Property.

1.1.16 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to

the provisions of this Agreement.

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

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

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

1.1.20 "Solar Power Plant Net Acreage" means the area of all parts of the Property, and any other real property which is part of the Solar Power Plant, that is involved in the production, storage or transmission of power. "Solar Power Plant Net Acreage" includes, but is not limited to, all areas occupied by the power block, solar collection equipment, spaces contiguous to solar collection equipment, transformers, transmission lines and piping, transmission facilities, buildings, structures, service roads (regardless of surface type and including service roads between collectors), and fencing surrounding all such areas. "Solar Power Plant Net Acreage" shall not include any access roads outside the Property, and shall not include any areas specifically designated and set aside as environmentally sensitive land, conservation land or open space land, and shall not include the fencing of such designated lands. The projected Solar Power Plant Net Acreage under the Existing Development Approvals is approximately 3,397.62 acres and is described and shown on Exhibit "F" to this Agreement. In the event the Project is modified by any Subsequent Development Approval, the Assistant TLMA Director – Planning and Land Use, in consultation with the County Executive Officer and County Counsel, shall recalculate the Solar Power Plant Net Acreage as part of such Subsequent Development Approval and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Agreement after the effective date of such Subsequent Development Approval.

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

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

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

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

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

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

Exhibit "C" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" -- Solar Power Plant.

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

Exhibit "G" -- Annual Review Report Template.

Exhibit "H" -- Property Owner Contact Information.

2. GENERAL PROVISIONS.

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

2.2 Ownership of Property. OWNERS represent and covenant that they are the owners of a legal or equitable interest in the Property or a portion thereof. 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 (30) years from the issuance of the first grading permit, first building permit, or notice to proceed from the COUNTY, whichever occurs first, unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Transfer.

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

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

(b) Concurrent with any such transfer, or within fifteen (15) business days thereafter, the transferring PROPERTY OWNER(S) and/or OWNER(S) shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee in a form reasonably acceptable to the COUNTY providing therein that the transferee expressly and unconditionally

assumes all the duties and obligations of PROPERTY OWNER(S) and/or OWNERS(S), as appropriate, under this Agreement.

Should an OWNER acquire, lease or otherwise have control of the Property of the PROPERTY OWNER, or any portion of the Property of a PROPERTY OWNER through a transfer pursuant to this section, such OWNER shall still be subject to all provisions, obligations, and rights of this Agreement as an OWNER. It is understood and agreed by the parties that a PROPERTY OWNER transferring its rights to OWNER does not relieve OWNER of its obligations as an OWNER under this Agreement.

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

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 as to the portion of the Property that has been transferred, 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 the portion of the Property that has been transferred.
- (b) OWNER is not then in default under this Agreement.
- (c) OWNER has provided COUNTY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.
- (d) The transferee provides COUNTY with security equivalent in all respects to any security previously provided by OWNER to secure performance of its obligations hereunder.

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

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

2.6 Termination. This Agreement shall be terminated as to an OWNER's portion of the Property and Project and of no further effect as an OWNER's portion of the Property and Project 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) Notwithstanding anything contained herein to the contrary, an OWNER's election to terminate this Agreement with respect to its ownership interests. If an OWNER elects not to develop all or a portion of the Project, that OWNER shall provide notice of such election to COUNTY and such notice by OWNER shall (i) seek to terminate this Agreement as to the portion of the Property and the Project that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 3685) and the Public Use Permit (PUP No. 913) shall be null and void as to the portion of the Project and the related Property that is the subject of such notice of termination. Following receipt of an OWNER's notice of election to terminate this Agreement, that OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination, and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Solar Power Plants)" set forth in COUNTY Resolution No. 2012-047. Additionally, that OWNER shall work with the COUNTY to process any revisions necessary to the Conditional Use Permit (CUP No. 3685) and the Public Use Permit (PUP No. 913) to reflect that such permits no longer apply to that OWNER's portion of the Property and Project. Any termination under this subsection shall not be effective until such permit revisions are finalized and the amendment to the Agreement has been executed and is effective.

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

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

which are specifically set forth as surviving this Agreement.

2.7 Notices.

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

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

If to COUNTY:

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

with copies to:

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

and

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

and

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

If to OWNER:

ATTN: Legal Department
BLYTHE MESA SOLAR II, LLC
c/o Intersect Power, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, OR 97008-7105
marisa@intersectpower.com

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

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

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

3. DEVELOPMENT OF THE PROPERTY.

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

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

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

3.4 Phasing Plan. Development of the Property shall be subject to all timing and phasing requirements established by the Development Plan. In addition, Development of the Property may occur in phases. Each phase will be defined by the relevant OWNER at the time the OWNER submits design plans to COUNTY for grading and building permits to allow Solar Power Plant construction in a particular area. The construction of site access roads, substation, generation tie-line, operations and maintenance building and distribution lines would occur as the solar arrays are being assembled. Construction is anticipated to occur over 24 to 48 months, regardless of whether it is phased. If the development of the Solar Power Plant occurs in phases, the Annual Public Benefits Payments called for in Section 4.2 shall be based on the Solar Power Plant Net Acreage of each OWNER-defined phase. The Parties anticipate that Phase 1 of the Project will encompass development of 50.97% of the Project covering 1,732 gross acres and Phase 2 will encompass the remaining 49.03% of the Project covering 1,665.62 gross acres.

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

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

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

3.6 Reservations of Authority.

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

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

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

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

(d) Regulations imposing Development Exactions. However, given the remoteness of the location of the Project and its current agricultural use of lands within COUNTY's jurisdiction, it is not anticipated that COUNTY will adopt any Development Exactions applicable to the development of the Property within the next three years. For that reason, no subsequently adopted Development Exaction shall be applicable to development of the Property for a period of five years from the Effective Date of this Agreement ("Exaction Safe Harbor"). After the Exaction Safe Harbor expires, no subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is

applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

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

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

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

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

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

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

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

and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

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

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

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

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

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

4. PUBLIC BENEFITS.

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

4.2 Annual Public Benefit Payments.

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

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

4.2.2 Subsequent Annual Public Benefit Payments. Prior to the first September 30th following the initial annual public benefit payment paid by each respective OWNER

and each September 30th thereafter during the term of the Agreement, each OWNER shall pay to COUNTY an amount equal to the Base Payment paid on their respective phase(s) (developed area(s)).

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

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

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

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

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

for that jobsite to the maximum extent possible under the law.

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

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

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

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

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

(g) OWNERS understand and agree that COUNTY may, in its sole discretion, select and retain the services of a private sales tax consultant with expertise in California sales and use taxes to assist in implementing and enforcing

compliance with the provisions of this Agreement and that OWNERS shall be responsible for all reasonable costs incurred for the services of any such private sales tax consultant and shall reimburse COUNTY within thirty (30) days of written notice of the amount of such costs.

4.4 Development Impact Fees and Additional Community Benefit Fee. Ordinance No. 659 is the COUNTY'S Development Impact Fee ("DIF") Program adopted under the authority of the Mitigation Fee Act. DIF applies to all development in the COUNTY under the COUNTY'S land use jurisdiction. Per Ordinance No. 659, the fees collected under the DIF program "shall be used toward the construction and acquisition of Facilities identified in the Needs List and the acquisition of open space and habitat."

OWNERS and COUNTY acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial or industrial development. OWNERS and COUNTY have agreed to an "Adjusted DIF" for this Project of \$779.76 per acre as determined by the Solar Power Plant Net Acreage. In addition, OWNERS will pay an Additional Community Benefit Fee ("CBF") of \$343.75 per acre as determined by the Solar Power Plant Net Acreage. The OWNERS shall pay these fees as follows:

(a) One-eleventh (1/11) of the CBF will be due on or before the issuance of the first grading or building permit, whichever comes first, for the Project or any phase of the Project.

(b) The Adjusted DIF will be due on or before the issuance of any grading or building permit, whichever comes first, and will be prorated based on the gross acreage covered by said grading or building permit. The Adjusted DIF will be paid in phases as identified in subsection (d) below. The Adjusted DIF has been calculated to cover the entire development, including but not limited to all generation-tie transmission line facilities, Project improvements and solar arrays as identified in the EIR.

(c) Prior to the issuance of a certificate of occupancy for all or any portion of the Project, the OWNERS shall pay the remainder of the CBF ten-elevenths – 10/11) in an amount proportional to the amount of the Project, in terms of gross acres, that is subject to the certificate of occupancy.

(d) The Parties anticipate that Phase 1 of the Project will encompass development of 50.97% of the Project covering 1,732 gross acres and Phase 2 will encompass the remaining 49.03% of the Project covering 1,665.62 gross acres. Unless notified of other arrangements by the OWNERS, the COUNTY will use these proportions to determine each OWNER'S share of the development fees.

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

required to pay the DIF category that is applicable to utility scale solar power plant projects, either by ordinance or in practice, at the time payment of a DIF is required, unless otherwise modified by agreement of the Parties.

5. FINANCING OF PUBLIC IMPROVEMENTS.

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

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

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

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

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

6. REVIEW FOR COMPLIANCE.

6.1 Annual Review. The TLMA Director, in consultation with the COUNTY Executive Officer and County Counsel, shall review this Agreement annually, on or before September 15th of each year commencing on September 15th at least six (6) months after the Effective Date, in order to ascertain the good faith compliance by OWNERS with the terms of the Agreement. On or before July 1st of each year, OWNERS shall submit an annual monitoring report, in a form specified by the TLMA Director and consistent with the template attached hereto as Exhibit "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, OWNERS shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on each OWNER.

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

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

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

6.4 Proceedings Upon Modification or Termination. If, upon a preliminary finding under Section 6.3, COUNTY determines to proceed with modification or termination of this Agreement, COUNTY shall give written notice to the PROPERTY OWNER(S) and OWNER(S) of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

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

(c) Such other information as is reasonably necessary to inform OWNER or PROPERTY OWNER of the nature of the proceeding.

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

6.6 Certificate of Agreement Compliance. If, at the conclusion of an annual or special

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

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

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

Notwithstanding anything in this Article 8 to the contrary, an OWNER'S liability to COUNTY in connection with this Agreement shall be limited to direct damages and shall exclude any other liability, including, without limitation, liability for special indirect, punitive or consequential damages in contract, tort warranty, strict liability or otherwise. PROPERTY OWNERS are not liable to COUNTY for damages under this Agreement.

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

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 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. OWNERS AND PROPERTY OWNERS hereby waive the provisions of Section 1542 of the Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

OWNER Initials

OWNER Initials

OWNER Initials

OWNER Initials

PROPERTY OWNER Initials

PROPERTY OWNER Initials

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.5 herein, COUNTY may terminate or modify this Agreement with respect to a given OWNER for any failure of that OWNER to perform any material duty or obligation of that OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Agreement pursuant to this Section only after providing written notice to a defaulting OWNER of default, setting forth the nature of the default and the actions, if any, required by the defaulting OWNER to cure such default. Such termination will be effective within sixty (60) days after the effective date of such notice (1) where the default can be cured, but the defaulting OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or (2) in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, and the defaulting OWNER has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of COUNTY. An OWNER may terminate this Agreement with respect to its interests in the Project only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the nature of the default and the actions, if any, required by COUNTY to cure such default. Such termination will be effective within sixty (60) days after the effective date of such notice (1) where the default can be cured, but COUNTY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or (2) in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, and COUNTY has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

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

9. THIRD PARTY LITIGATION.

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

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

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

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

9.2 Third Party Litigation Concerning Agreement. OWNERS shall defend, at their expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents, employees and independent contractors from any claim, action or proceeding against COUNTY, its officers, agents, employees or independent contractors to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. To the extent that any challenged approvals are required by more than one separately owned phases or portions of the Project (for example, the EIR, the CUP, and other Project-wide approvals), all OWNERS shall be jointly and severally obligated to defend the County pursuant to this paragraph. COUNTY shall promptly provide written notice to impacted OWNER(S) of any claim, action or proceeding covered by this paragraph, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify OWNERS of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, OWNERS shall not thereafter be responsible to defend, indemnify, or hold harmless COUNTY. COUNTY may in its discretion participate in the defense of any such claim, action or proceeding. In response to any third party litigation concerning this Agreement, an OWNER may alternatively, in its sole discretion, settle with third party litigants, provided that such settlement does not require changes in the Development Plan that must be approved by COUNTY. An OWNER may also, in conjunction with other OWNERS where applicable and in its sole discretion when challenged approvals do not impact any other phase or portion of the Project, terminate the challenged portion of the Project in accordance with paragraph 2.6(d).

9.3 Indemnity. In addition to the provisions of 9.2 above, each OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of that OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNERS' employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction,

completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of COUNTY. OWNERS shall defend, at their expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. Each OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of that OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and each OWNER that allegedly committed or contributed such act or omission shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any action based or asserted upon any such alleged act or omission. To the extent that the activities contemplated hereunder involve violations involving more than one OWNER or shared activities or obligations, the ONWERS shall be jointly and severally liable for the COUNTY'S defense. COUNTY may in its discretion participate in the defense of any such action.

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

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

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

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit a PROPERTY OWNER or an OWNER, in any manner, at that PROPERTY OWNER'S or OWNER'S sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. COUNTY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with a requesting PROPERTY OWNER or OWNER and representatives of such lenders to negotiate in

good faith any such request for interpretation or modification. COUNTY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

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

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

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment, modification, termination or cancellation thereof shall be recorded with the County Recorder by the Clerk of the

Board of Supervisors within the period required by Section 65868.5 of the Government Code.

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

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

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

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

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

11.7 Joint and Severable Obligations. The OWNERS currently contemplate developing the Project in at least two phases, with Phase 1 encompassing approximately 1,732 (50.97% of the solar field) to be constructed by OWNER Blythe Mesa Solar II, LLC and Phase 2 (49.03% of the solar field) to be constructed by Renewable Resources Group LLC thereafter. The generation-tie transmission line shall be considered to be part of Phase I and the sole obligation of Blythe Mesa Solar II, LLC under this Agreement. Unless otherwise set forth in this Agreement, obligations with respect to each OWNER'S identified Phase (solar array field) will be severable and one OWNER shall not be required to cure the default of the other OWNER with regard to obligations specific to the other OWNER'S Phase.

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

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

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

11.11 Force Majeure. No party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

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

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

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

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

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in

this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between COUNTY on the one hand and OWNERS and PROPERTY OWNERS on the other is that of a government entity regulating the development of private property and the owner of such property.

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

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

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

11.20 Designation of COUNTY Officials. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Agreement as the designated responsibility of any other official. COUNTY shall provide notice of such substitution pursuant

to Section 2.7; provided, however, the failure to give such notice shall not affect the authority of the substitute official in any way.

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

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

COUNTY OF RIVERSIDE

Dated:

By _____

KAREN SPIEGEL

Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

By _____

Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: Tiffany N. North DATE: 2/18/21

OWNER:

RENEWABLE RESOURCES GROUP LLC

Dated:

By: _____

Print Name and Title: _____

By: _____

Print Name and Title: _____

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

OWNER:

BLYTHE MESA SOLAR II, LLC

By: IP Athos III, LLC
a Delaware limited liability company,
Its sole member

By: IP Pipeline Portfolio Holdco, LLC
a Delaware limited liability company,
Its sole member

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

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

Dated:

By: _____

Print Name and Title: _____

By: _____

Print Name and Title: _____

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

OWNER:

GILA FARM LAND LLC

Dated:

By: _____

Print Name and Title: _____

By: _____

Print Name and Title: _____

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

OWNER:

WOODSPUR FARMING LLC

Dated:

By: _____

Print Name and Title: _____

By: _____

Print Name and Title: _____

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

OWNER:

JESUS RIVERA

Dated:

By: _____

Print Name: _____

TERESA RIVERA

Dated:

By: _____

Print Name: _____

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

OWNER:

CRESENCIO RAMIREZ

Dated:

By: _____

Print Name: _____

VICTORIA RAMIREZ

Dated:

By: _____

Print Name: _____

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

Amended and Restated Development Agreement No. 79

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"

Page 1 of 4

DEVELOPMENT AGREEMENT NO. 79

AREA 1

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

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

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

CONTAINING 641.80 ACRES, MORE OR LESS.

AREA 2

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

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

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

EXHIBIT "A"

Page 2 of 4

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

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

CONTAINING 1773.89 ACRES, MORE OR LESS.

AREA 3

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

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

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

EXHIBIT "A"

Page 3 of 4

CONTAINING 109.44 ACRES, MORE OR LESS.

AREA 4

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

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

CONTAINING 1,128.10 ACRES, MORE OR LESS.

AREA 5

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

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

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

CONTAINING 21.04 ACRES, MORE OR LESS.

EXHIBIT "A"

Page 4 of 4

AREA 6

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


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

CONTAINING 78 ACRES, MORE OR LESS.

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

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

PREPARED BY:


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



1/22/15
DATE

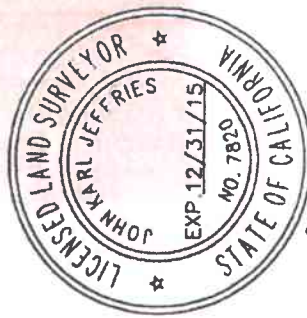
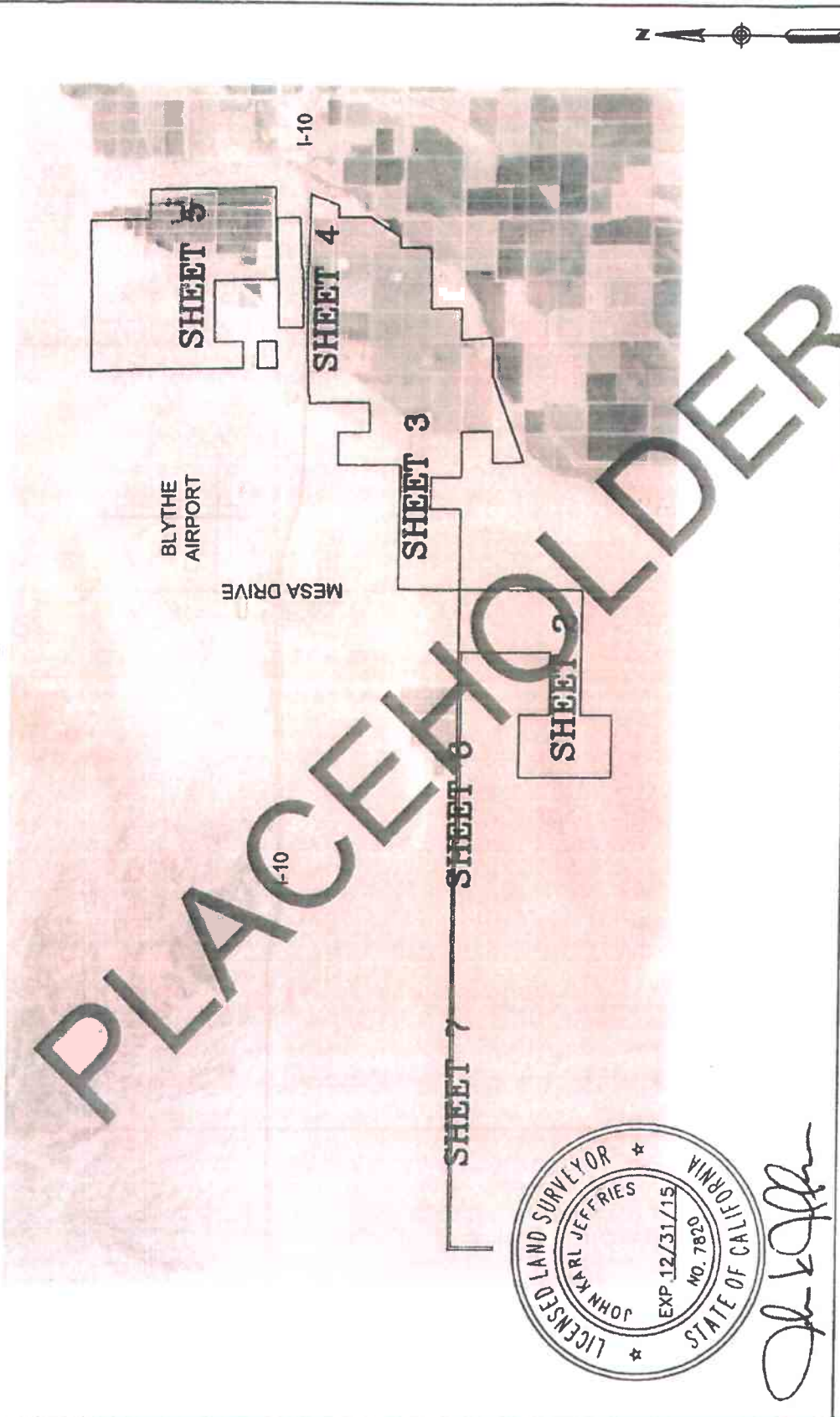
Development Agreement No. 79

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

PLACEHOLDER

EXHIBIT "B"



John Karl Jeffries

PROJECT NO. 17300

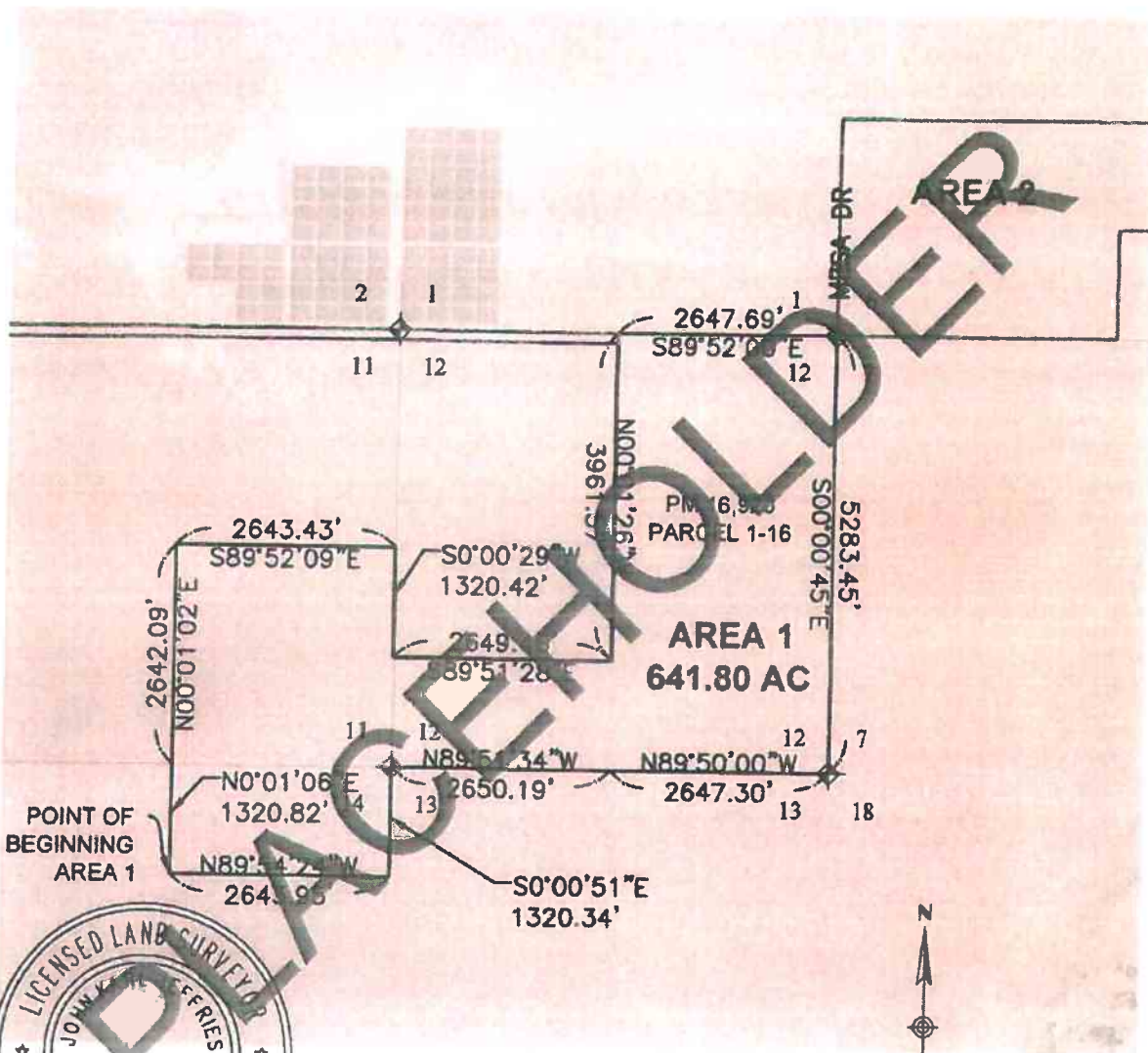
2525 EAST BIDWELL STREET
 FOLSOM, CA 95630
 916.638.8200
 (FAX) 916.934.5144



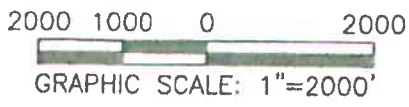
**BLYTHE MESA
 SOLAR PROJECT**
 SITE MAP

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

EXHIBIT "B"



John K. Ferris



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PROJECT NO. 17300

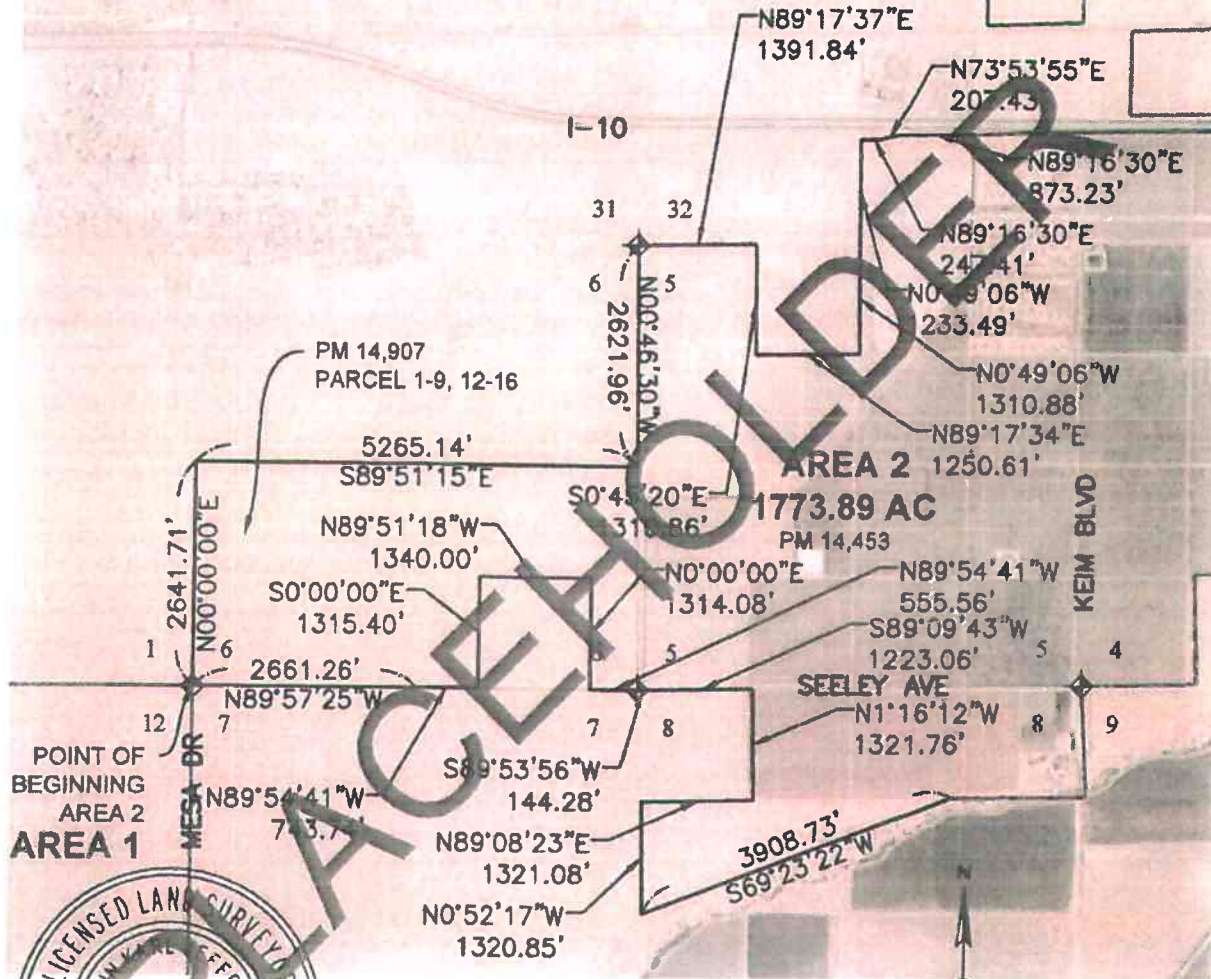


2525 EAST BIDWELL STREET
 FOLSOM, CA 95630
 916.638.8200
 (FAX)916.934.5144

**BLYTHE MESA
 SOLAR PROJECT**
 EXHIBIT

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

EXHIBIT "B"



John K. Ferris



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PROJECT NO. 17300



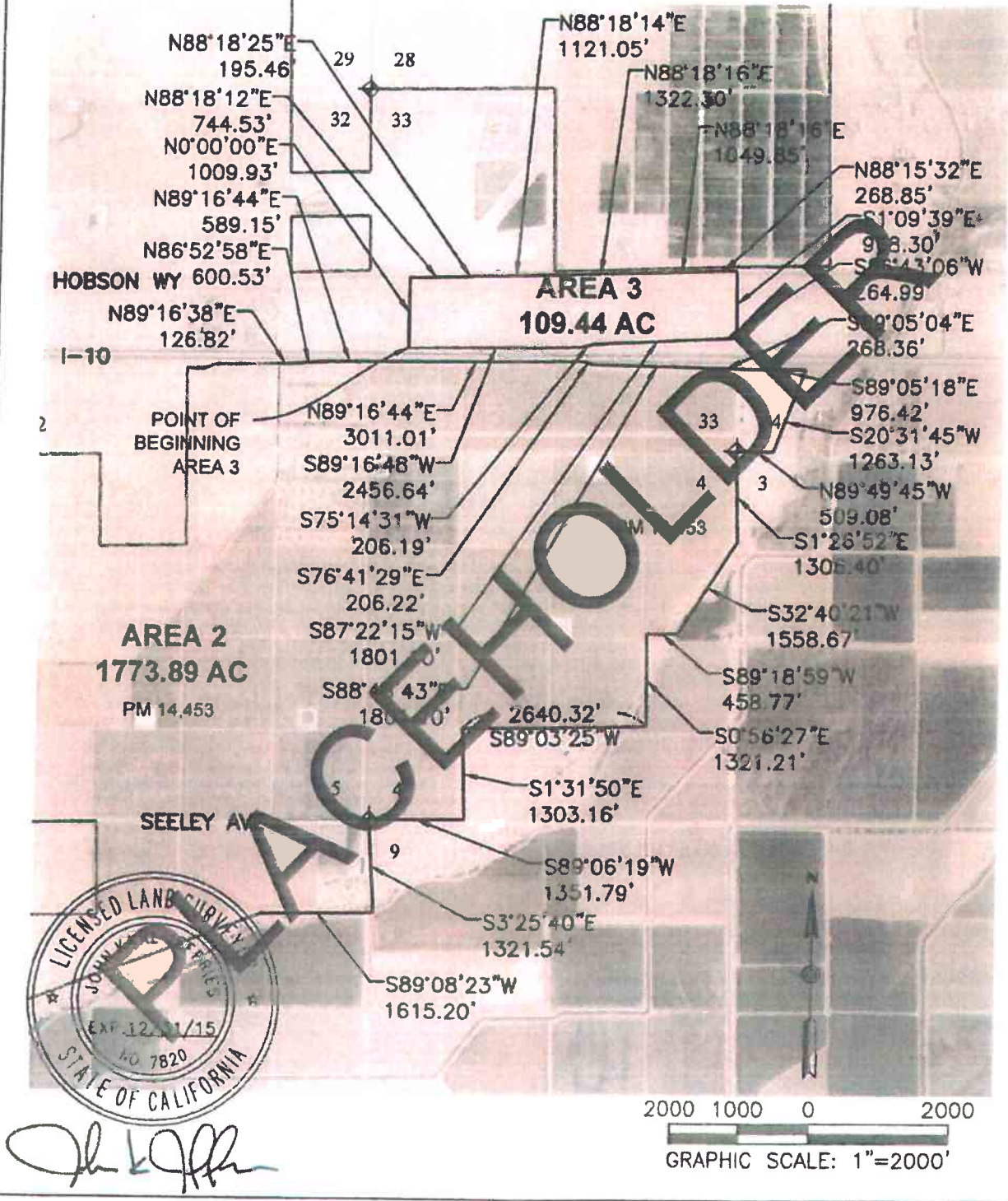
2525 EAST BIDWELL STREET
FOLSOM, CA 95630
916.638.8200
(FAX)916.934.5144

**BLYTHE MESA
SOLAR PROJECT**

EXHIBIT

DATE: 1/22/2015
DRAWN BY: MG
CHECKED BY: JJ
SCALE: 1"=2000'
SHEET 3 OF 7

EXHIBIT "B"



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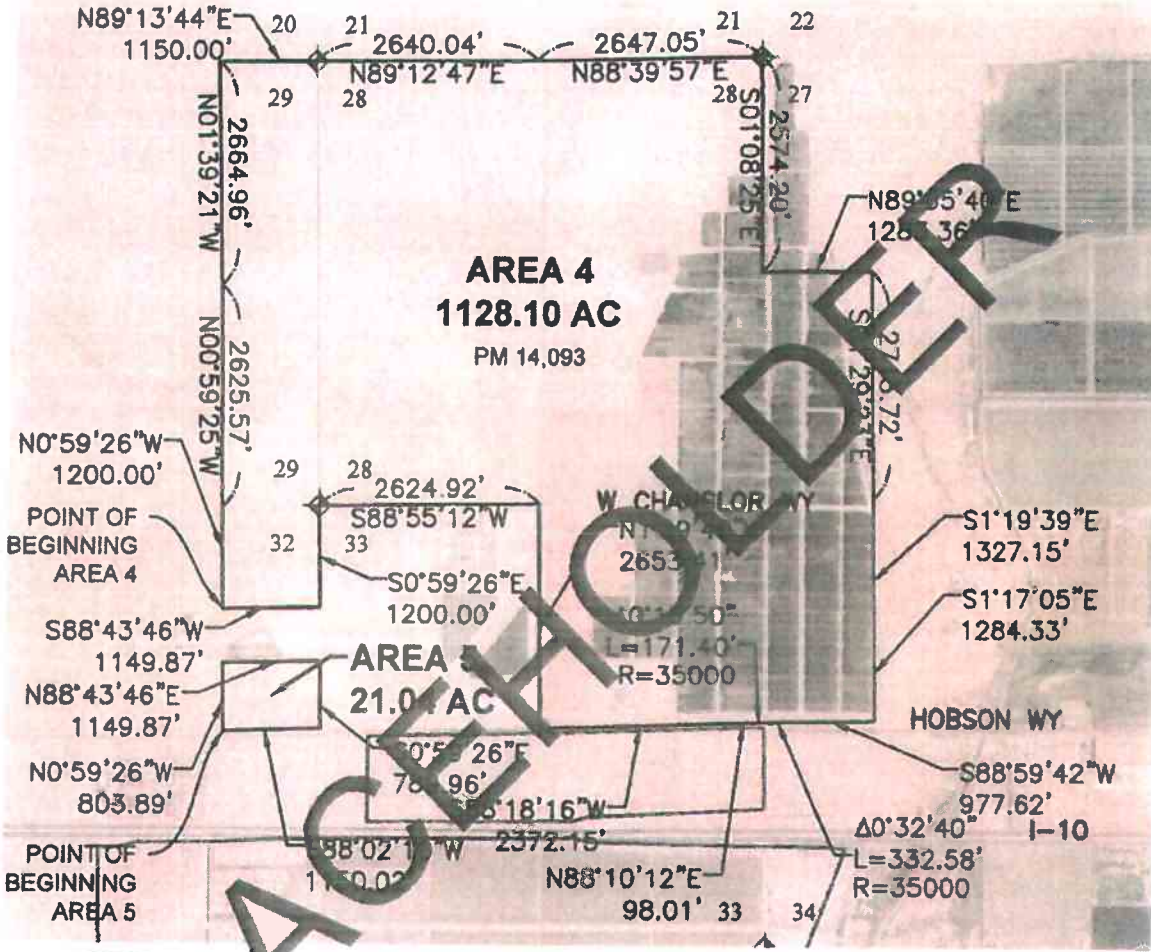
PROJECT NO. 17300

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

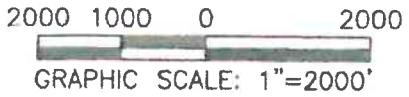
**BLTYHE MESA
SOLAR PROJECT**
EXHIBIT

DATE: 1/22/2015
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SCALE: 1"=2000'
SHEET 4 OF 7

EXHIBIT "B"



John R. Fries



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PROJECT NO. 17300



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

**BLYTHE MESA
SOLAR PROJECT**
EXHIBIT

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

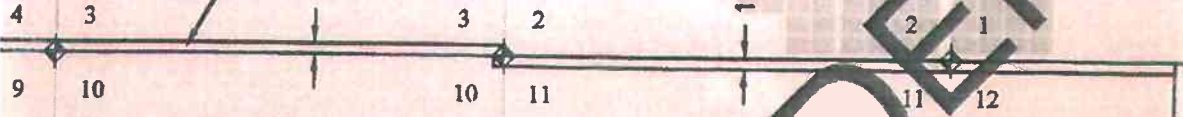
EXHIBIT "B"

SEE SHEET 7

AREA 6
78 AC

125'

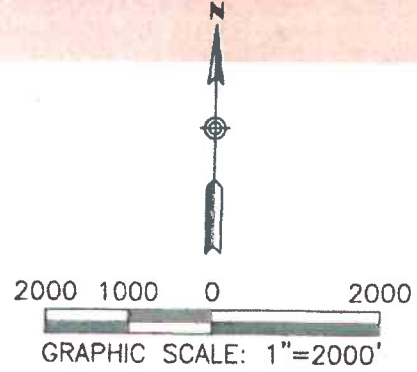
125'



AREA 1



John K. Fries



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PROJECT NO. 17300

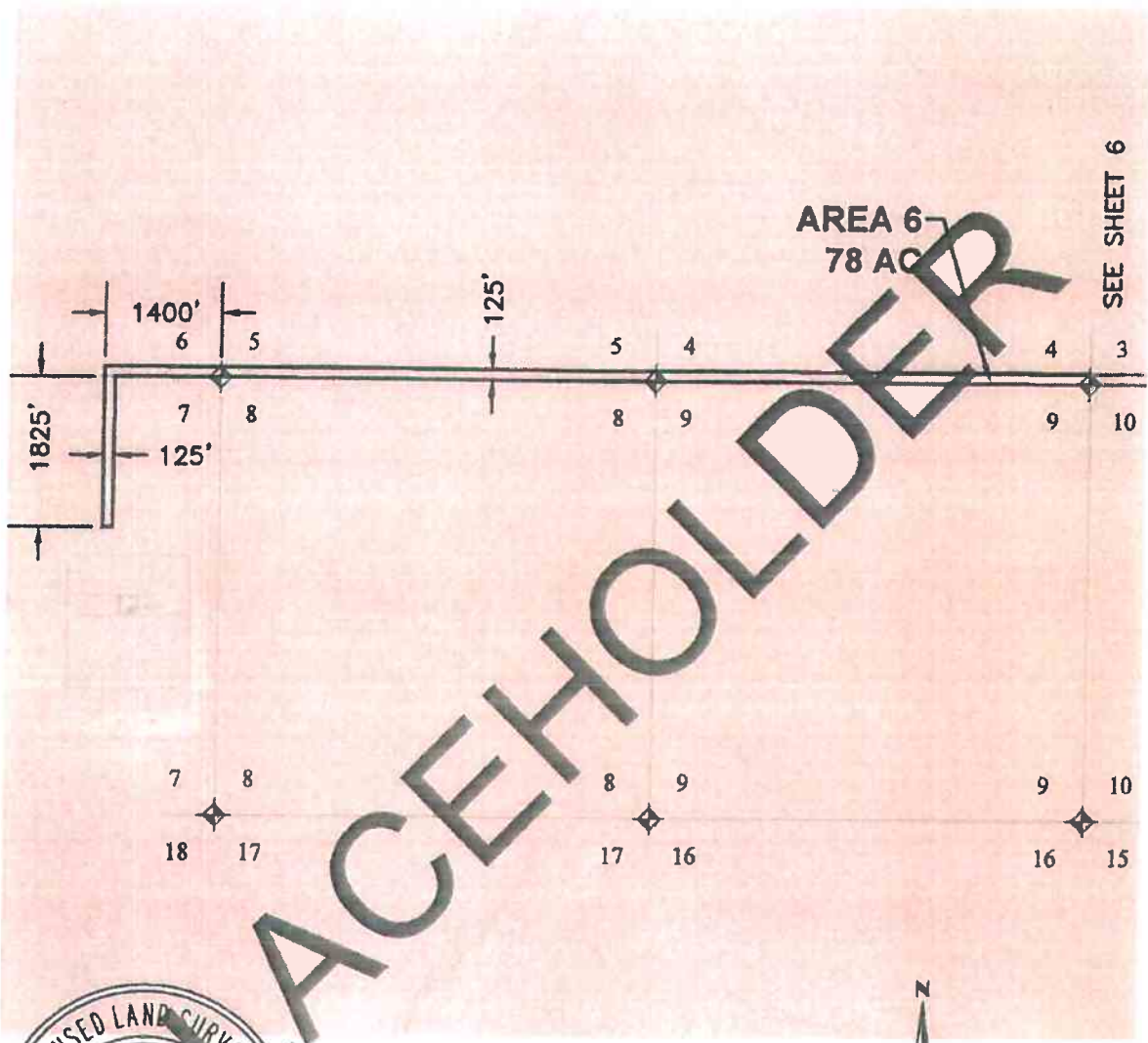


2525 EAST BIDWELL STREET
FOLSOM, CA 95630
916.638.8200
(FAX)916.934.5144

**BLYTHE MESA
SOLAR PROJECT**
EXHIBIT

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

EXHIBIT "B"



SEE SHEET 6

AREA 6
78 AC



John K. Jeffries



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PROJECT NO. 17300	<p>BLYTHE MESA SOLAR PROJECT</p> <p>EXHIBIT</p>	DATE: 1/22/2015
<p>RICK ENGINEERING COMPANY</p> <p>2525 EAST BIDWELL STREET FOLSOM, CA 95630 916.638.8200 (FAX)916.934.5144</p>		DRAWN BY: MG
		CHECKED BY: JJ
		SCALE: 1"=2000'
		SHEET 7 OF 7

Amended and Restated Development Agreement No. 79

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Specific Plan

Zoning

Change of Zone No. 7831

Conditional Use Permit No. 3685

Public Use Permit No. 913

Land Divisions

Other Development Approvals

Environmental Impact Report/Environmental Assessment No. 529

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.

Amended and Restated Development Agreement No. 79

EXHIBIT D

EXISTING LAND USE REGULATIONS

1. Riverside County Comprehensive General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4933
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.105
5. Ordinance No. 458 as amended through Ordinance No. 458.16
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.10
8. Ordinance No. 509 as amended through Ordinance No. 509.2
9. Ordinance No. 547 as amended through Ordinance No. 547.7
10. Ordinance No. 555 as amended through Ordinance No. 555.20
11. Ordinance No. 617 as amended through Ordinance No. 617.4
12. Ordinance No. 650 as amended through Ordinance No. 650.6
13. Ordinance No. 659 as amended through Ordinance No. 659.13
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.21
16. Ordinance No. 673 as amended through Ordinance No. 673.4
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.4
19. Ordinance No. 726 as amended through Ordinance No. 726
20. Ordinance No. 743 as amended through Ordinance No. 743.3
21. Ordinance No. 748 as amended through Ordinance No. 748.1
22. Ordinance No. 749 as amended through Ordinance No. 749.1
23. Ordinance No. 752 as amended through Ordinance No. 752.2
24. Ordinance No. 754 as amended through Ordinance No. 754.3

25. Ordinance No. 787 as amended through Ordinance No. 787.9
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. 824.15
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. 927 as amended through Ordinance No. 927
37. Ordinance No. 931 as amended through Ordinance No. 931
38. Resolution No. 2012 -047 Establishing Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements
39. Board of Supervisors Policy No. B-29 as amended May 21, 2013

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

EXHIBIT "E"

SOLAR POWER PLANT

The OWNERS propose to construct, operate, maintain, and decommission an up-to 485 megawatt (MW) photovoltaic (PV) electrical generation and storage facility and associated infrastructure in unincorporated Riverside County, California, to be known as the Blythe Mesa Solar Project. Approximately 3,398 acres of privately owned land would be included in the solar plant boundary and an 85 acre right-of-way would be developed as a generation tie line on public land administered by the Bureau of Land Management (BLM). The Project would generate, store, and deliver solar-generated power to the California electrical grid through an interconnection at the Colorado River Substation owned by Southern California Edison.

The project would be constructed in two phases. Phase 1 is owned by Blythe Mesa Solar II, LLC, and Phase 2 is owned by Renewable Resources Group, LLC. Key components of the Project include the following.

Phase 1

- A solar field covering up to approximately 1,678 acres capable of generating 224 MW of electricity, including solar panels mounted on tracking systems, electrical inverters, 1 electrical substation, electrical wiring, perimeter and interior access roads, security fencing, electrical control enclosures, and battery enclosures;
- Overhead and/or underground medium-voltage cabling in easements up to approximately 60 acres;
- Overhead 220 kV gen-tie lines in a right-of-way encompassing up to approximately 85 acres, including a short underground portion, as necessary;
- A 220 kV substation and associated battery electrical enclosures;
- An O&M building;
- A water well; and
- Habitat mitigation parcels totalling 53 acres.

Phase 2

- A solar field covering up to approximately 1,666 acres capable of generating up to 261 MW of electricity, including solar panels mounted on tracking systems, electrical inverters, up to 2 electrical substations, electrical wiring, perimeter and interior access roads, security fencing, and electrical control enclosures;
- Overhead or underground medium-voltage cabling within the solar field.
- A 220 kV substation;
- An O&M building; and
- A water well.

The Project would operate year-round and would produce up to a total of 485 MW of electricity.

Amended and Restated Development Agreement No. 79

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

Phase 1: IP Blythe Mesa Solar II, LLC

Private Land Solar, substation, battery (max):	1678 acres
Private Land Gen-tie Pole/Buried Line Disturbance (max):	41 acres
BLM Land Gen-tie Pole/Buried Line Disturbance (max):	13 acres
Phase 1 Subtotal	1732 acres

Phase 2: Renewable Resources Group, LLC

Private Land Solar and pole line (max):	1665.62 acres
Phase 2 Subtotal	1665.62

Solar Power Plant Net Acreage

Phase 1 Subtotal Plus Phase 2 Subtotal:	3397.62 acres
---	---------------

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

Amended and Restated Development Agreement No. 79

EXHIBIT "G"

ANNUAL REVIEW REPORT TEMPLATE

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. 79

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: _____

Amended and Restated Development Agreement No. 79

EXHIBIT "H"

PROPERTY OWNER CONTACT INFORMATION

Gila Farm Land LLC
c/o Renewable Resources Group
113 S. La Brea Avenue, 3rd Fl.
Los Angeles, CA 90036
323.936.9303
rpatel@renewablegroup.com

Woodspur Farming LLC
52-200 Industrial Way
Coachella, CA 92236
760.398.9352
Bob.Gamboa@woodspurfarms.com

Cresencio Ramirez
10750 Bennet Road
Fontana, CA 92337
909.822.2066
cresencio@ramirezpallets.com

Jesus M. Rivera and Teresa L. Rivera
1525 Fern Avenue
Ontario, CA 91762
909.635.9056
riversaonta@yahoo.com

How
for?

Riverside County Board of Supervisors
Request to Speak



Submit request to Clerk of Board (right of podium),
Speakers are entitled to two (2) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Rob Bernheimer

Address: _____
(only if follow-up mail response requested)

City: _____ Zip: _____

Phone #: 760-360-7666

Date: 3-2-2021 Agenda # 21, 2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral
Representing Applicant

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 2 minutes to: _____

(Revised: 01/11/2021)

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO TWO (2) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of two (2) minutes. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 20 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict two (2) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to six (6) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first two (2) minutes, with the remaining four (4) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chair:

The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.

Meghpara Trust
20 Nevada Street
Irvine, CA 92606

March 1, 2021

Riverside County Clerk of the Board
4080 Lemon Street, 1st Floor
Post Office Box 1147
Riverside, CA 92502-1147

Subject: Opposition to the amended and restated development agreement No. 79 and ordinance No. 664.71 for the Blythe Mesa Solar Project

Dear Board Members:

We, the Trustees of the Meghpara Trust Dated April 1, 2002 having address of 20 Nevada Street, Irvine, CA 92606 presently hold title in fee simple in and to the real property with APN: 863-030-011 Parcel 10 of Parcel Map No. 14907, as shown by Map on file in Book 87, Pages 96 through 98, inclusive, of Parcel Maps, Riverside County Records (the "Meghpara Trust Property")

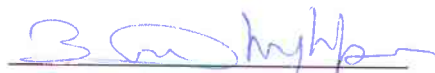
Certain Declaration of Restrictions and Road Maintenance Agreement (the "Declaration", attached as Exhibit A) dated December 30, 1980 was recorded on January 29, 1981, as Instrument No. 17076, in the Official Records of Riverside County, California, with respect to certain real property located in Riverside County, California, as more particularly described in the Declaration (the "Overall Property")

The Declaration establishes (a) general use restrictions on the use of the Overall Property; (b) road maintenance conditions and restrictions in connection with the roads within the Overall Property; and (c) easements over each lot within the real property and the right of ingress and egress to exercise such easements, as well as any other easements shown on Parcel Map No. 14907, recorded in Book 87, pages 96-98 of Parcel Maps, in the Official Records of Riverside County, California

It is our understanding that 14 out of the 16 lots (with unique APNs) of the Overall Property surrounding the Meghpara Trust Property are covered as part of the Blythe Mesa Solar Project. The same 16 lots are also part of the Declaration and therefore, has restrictions and easements which is binding on each of the owners as described above. The proposed amendment and restated development agreement infringes upon the rights of the Meghpara Trust Property and as such, we respectfully submit our opposition in response to the notice of public hearing before The Board of Supervisors of Riverside County.

We appreciate your assistance and cooperation relating to this matter.

Sincerely,



Mike Meghpara, Trustee of the Meghpara Trust Dated April 1, 2020



Nita Meghpara, Trustee of the Meghpara Trust Dates April 1, 2020

March 2, 2021 21.2

Meghpara Trust
20 Nevada Street
Irvine, CA 92606

Exhibit A – Declaration of Restrictions and Road Maintenance Agreement dated
December 30, 1980, recorded on January 29, 1981, as Instrument No. 17076, in
the Official Records of Riverside County, California

When recorded return to:
Donel O. Belsby
P. O. Box 464
Desert Center, Ca 92236

17076

RECEIVED FOR RECORD
2:00 PM, Dec 22, 1980
At Request of
TITLE INSURANCE & TRUST CO.
Box 1981, Paso 17076
JAN 9 1981

Recorded in Official Records
of Riverside County, California
Book 17076 Page 10

DECLARATION OF RESTRICTIONS
AND ROAD MAINTENANCE AGREEMENT

THIS DECLARATION, made this 30 th day of December
1980, by DONEL G. BELSBY and SANDRA BELSBY, husband and wife,

WITNESSETH:

WHEREAS, the above named company desires to restrict all that
certain tract or parcel of land as shown on the Tentative Parcel Map 14907.

397039 - 3A

WHEREAS, the parties to this instrument are about to sell,
dispose of and convey part of said parcel of land so owned by them and
for the purpose of enhancing the value of said property and deeming it
to be to the advantage and best interest of the owners of said real
property impose on said parcel of land and to create thereon covenants,
conditions and restrictions regarding the use and occupancy of said
property for the period of time hereinafter mentioned:

NOW THEREFORE, in consideration of the premises and the coven-
ants and agreements hereinafter contained, the undersigned hereby certify
and declare that they have established and do hereby establish that there-
is hereby imposed on said property, covenants, conditions and restrictions
hereunto set forth for the period hereinafter mentioned, subject to which
all parcels or portions of said property shall be held, used, leased, sold,
and conveyed, all of which are for the benefit of said property and of
each and every owner thereof and which shall inure to the benefit of said
property and whether said covenants, conditions and restrictions to be set
forth are specifically included in subsequent conveyances or not, said
covenants and restrictions shall nevertheless continue and shall remain
in full force during said period and shall be deemed and treated as
covenants running with the land and shall bind the heirs, successors,
assigns and legal representatives of the parties hereunto.

92021

Lots in the hereinabove described Tentative Parcel Map 14907 shall be zoned as indicated below and shall be subject to all restrictions imposed by the zoning ordinances of the County of Riverside, State of California, and shall further be subject to all of the provisions of this Declaration of Restrictions:

Lots 1 through 16 shall be zoned A1 "general agriculture" with a minimum lot size as shown on the Tentative Parcel Map 14907.

It is understood that zoning is subject to change only upon the proper application to the County of Riverside, and that Lots in the herein-described Tentative Parcel Map 14907 cannot be subdivided without permission pursuant to proper procedures before the board having jurisdiction for zoning in the County of Riverside, State of California.

THIS DECLARATION is made on the following express conditions subsequent, which for convenience and simplicity are divided into the categories of: I. GENERAL CONDITIONS AND RESTRICTIONS, II. ROAD MAINTENANCE CONDITIONS AND RESTRICTIONS, AND III. EASEMENTS, each of which are the essence of the consideration hereof and form a part of the general scheme restricting the use of the above described property for the mutual benefit and advantage of the parties hereto and of the purchasers hereof, whether original purchases or future purchases, and are intended to enhance the value of said property and to increase its desirability for residence purposes, and which conditions subsequent are as follows, to wit:

I. GENERAL CONDITIONS AND RESTRICTIONS:

1. No main residence having a living area of less than 720 square feet shall be built or erected on any portion of the tract and no building shall be created on any portion of said tract closer than 35 feet from any side property line, or 30 feet from any rear property line.

2. All places of human habitation shall be provided with septic tanks, designed and built in accordance with specifications approved by health authorities having jurisdiction, and no outside

17076

toilets, privies or cesspools shall be permitted on any parcel within the tract. All septic tanks and drain lines shall be so constructed as to permit no drainage or run-off to pollute any stream or otherwise constitute or become a menace to health.

3. No residence or private garage shall be erected within 20 feet of the front right-of-way line.

4. A mobile home may be used as a residence only as stipulated by zoning ordinances of Riverside County. The construction, repair or alteration of any building within said area shall be completed within two years after a building permit is obtained or repairs commenced.

5. No wrecked, abandoned or dismantled vehicle or vehicles not in use may be stored or kept on premises except where stored in enclosed buildings.

6. A variance from the restrictions herein may be obtained by the exclusive method of gaining a favorable vote of the majority of property owners in writing.

7. If the parties hereto, their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained before the first day of January 1, 1981, it shall be lawful for any other person or persons owning any other portion or portions in the said tract to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants or restrictions, to prevent him or them from so doing, and recover damages or other relief for such violations.

8. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages and/or deeds of trust now or hereafter executed covering real property shown on said map, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; but it is distinctly understood and agreed that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of

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trust, any purchaser at such sale, or his successors or assigns, shall hold any and all property so purchased subject to all of the restrictions, covenants, conditions, agreements and other provisions of this declaration.

II. ROAD MAINTENANCE CONDITIONS AND RESTRICTIONS:

1. It is hereby agreed and declared that each lot shall bear an equal share of any and all costs required for maintenance and repairs of the roads within said subdivision under the terms and conditions as set forth herein.

2. Said roads described above shall be used by all owners of property within the subdivision bounding thereon for ingress, egress and or utilities.

3. The right-of-way created by said easements shall be maintained in a good, passable condition under all traffic and weather conditions.

4. Repairs on the said private roads shall be required when a majority of the owners of properties reach an agreement in writing that repairs are needed. Pursuant to said agreement, such owners shall obtain three bids from reputable licensed contractors and shall accept the lowest of said three bids and shall then initiate the repairs of said road with each owner bearing his pro-rata share of the costs and expense thereof, regardless of whether such owners shall have concurred in said agreement or not.

5. Every owner of property who shall cause or allow, in any manner, said private roads to be used, traversed, or altered by vehicular traffic or otherwise, thereby causing damage to the surface thereof, as may be determined by a majority of the owners of properties bounding thereon, shall bear as his responsibility the costs and expense of repairing such damage.

6. If dissenting owner shall not pay his pro-rata share of costs and expenses immediately upon receiving his bill for the same, the remaining such owners shall be entitled without further notice, to

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- institute legal action for the collection of funds advanced in behalf of such dissenting owner in accordance with the provisions of the California Civil Code, Section 545, and shall be entitled to recover in such action, in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the court may fix as and for reasonable attorney's fees.

III. EASEMENTS

1. The following easements over each lot and the right of ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to the lot owners and their licensees:

A. A 10 foot wide easement running along the inside of all lot lines coincident with road right-of-way lines for the purpose of cutting, filling, drainage, and maintenance of slopes and drainage courses.

B. An easement on, over and under all roads in the subdivision for the purpose of installing, maintaining and operating utilities thereon or thereunder; for purposes of drainage control; for access to any lot or parcel; and for purposes of maintenance of said roads. Until such time as the County of Riverside accepts the roads for ownership, operation, and maintenance of said roads will remain private and for the exclusive use of the property owners within the subdivision to be owned and controlled by such Lot Owners.

C. Any other easements shown on the Map.

2. The areas of any lot affected by the easements reserved herein shall be maintained continuously by the owner of such lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such area shall be maintained by the owner except those for which a public authority or utility company or district is responsible.

3. No owner shall have any claim or cause of action against

17076

Declarant or its licensees arising out of the exercise or nonexercise of any easement reserved hereunder or shown on the Map except in cases of negligence.

The provisions of this agreement, pertaining to Road Maintenance conditions and restrictions and Easements, shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the subdivision forever, or until such time as the said private roads are dedicated to and accepted for use as public streets or thoroughfares by municipal government lawfully exercising jurisdiction over said private roads.

Declarant and each person to whose benefit this declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

Remedies specified herein are cumulative and any specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from declarant or a subsequent owner of such lot or parcel, accept with deed or contract upon and subject to each and all of the provisions of the declaration. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with declarant, and to and with the grantees and subsequent owners of each of the other lots or parcels in the subdivision to keep, observe, comply with and perform all of the provisions of this declaration.

Every provision of this declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction

170'6

to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, declarant has executed this declaration the day and year first above written.

Donel O. Belsby
DONEL O. BELSBY

Sandra Belsby
SANDRA BELSBY

TD 1644 CA (8-74)
(Individual)

STATE OF CALIFORNIA
COUNTY OF Riverside } SS

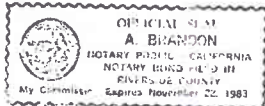


On December 30, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Donel O. Belsby and Sandra Belsby

known to me
to be the person(s) whose name(s) are subscribed
to the within instrument and acknowledged that they
executed the same

WITNESS my hand and official seal.

Signature *A. Brandon*



(This area for official notarial seal)

17076

Parcela 1 to 16, inclusive, and Lots A thru T, inclusive, of Parcel Map No. 14907, in the County of Riverside, State of California, as per map recorded in Book 87 pages 96, 97 & 98 of Parcel Maps, in the Office of the County Recorder of said County;

Except all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits contained in said land (except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value), and further reserving to the State of California, and persons authorized by the Stat., the right to drill for and extract such deposits of oil, and gas, or gas, and to prospect for, mine, and remove such deposits of other minerals from said land (except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value), and to occupy and use so much of the surface of said land as may be required therefor, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part I, Division 6 of the Public Resources Code, as reserved in the Patent from the State of California, recorded August 31, 1951 as Instrument No. 36830, in Book 1299 Page 170, Official Records. The selection by the State of California of the above described land was approved by the Associate Director of the Bureau of Land Management, June 19, 1951, subject to valid rights existing at date of selection, but except and reserving to the United States.

Also except, all alumina, silica, fossils of all geological ages, metals and their compounds, alkali, alkali earth, sand, clay, gravel, salts and mineral waters, subject to the reservation that the state and persons authorized by it may prospect for and remove such deposits and occupy the surface of the land for that purpose, as described in Sections 6402 and 6403 of Public Resources Code.

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER



PROOF OF PUBLICATION

STATE OF CALIFORNIA SS.
COUNTY OF RIVERSIDE

RIVERSIDE COUNTY-BOARD OF SUP.
4080 LEMON ST
RIVERSIDE CA 92501

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

02/20/2021

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

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.. Executed on this 22nd of February 2021 in Green Bay, WI, County of Brown.

[Signature]
DECLARANT

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79 AND ORDINANCE NO. 664.71 FOR THE BLYTHE MESA SOLAR PROJECT.

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on Tuesday, March 2, 2021 at 10:00 A.M. or as soon as possible thereafter, to consider the Amended and Restated Development Agreement No. 79 and related Ordinance No. 664.71 for the Blythe Mesa Solar Project submitted by Blythe Mesa Solar II, LLC and Renewal Resources Group. The Blythe Mesa Solar Project, a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant) and a new 8.4 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line, was previously approved by the Board of Supervisors on May 12, 2015, in Conditional Use Permit No. 3685, Public Use Permit No. 913, Change of Zone No. 7831, Development Agreement No. 79, and Environmental Impact Report/Environmental Assessment No. 529. Now, applicants propose to amend Development Agreement No. 79. Amended and Restated DA No. 79 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of development agreement and the prior approvals from May 2015. The amendments to the development agreement reflect a change in ownership of part of the property, identify each owner's phase for the project, clarifies obligations of each owner for the owner's respective phase of the project, amends the development impact fees provisions of the agreement, and incorporates an additional community benefit fee. Proposed Ordinance No. 664.71 incorporates by reference and adopts amended and restated DA No. 79 consistent with Government Code sections 65867.5 and 65868. Amended and Restated Development Agreement No. 79 and Ordinance No. 664.71 do not change the prior development approvals or project footprint in CUP3685, PUP913, CZ7831, or EIR529. The Blythe Mesa Solar Project is located northerly and southerly of Interstate 10, westerly of Neighbors Boulevard and Arrowhead Boulevard and southerly and easterly of the Blythe Airport - Palo Verde Valley Area Plan, Fourth Supervisorial District.

The County of Riverside previously certified Environmental Impact Report No. 529 on May 12, 2015, which identified all significant environmental effects, and was prepared in conjunction with the above referenced applications that constitute the Blythe Mesa Solar Project. The EIR concluded that there are no impacts that are significant and unavoidable after mitigation. Although the proposed Blythe Mesa Solar Project, including its related development agreement, could have a significant effect on the environment, all potentially significant effects have been analyzed adequately in EIR529 pursuant to applicable standards, and have been avoided or mitigated pursuant to that earlier EIR, therefore nothing further is required. The current action is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3).

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Clerk of the Board of Supervisors at 4080 Lemon Street, 1st Floor, Riverside, California 92501, and at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501. FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT RUSSELL BRADY PROJECT PLANNER, AT (951) 955-3025 OR EMAIL rbrady@rivco.org.

Any person wishing to testify in support of or in opposition to the amended and restated development agreement may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the development agreement. If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the development agreement.

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

Dated: February 11, 2021
Kecia Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant
Pub: 2/20/21

TLMA/Planning
Item 21.2
of 03/02/2021

2021 MAR - 1 PM 12: 10

Ad#:0004601211
P O : NOH - Amended & Restated DA No. 79 and Ordinance No. 664.71

This is not an invoice

AFFP
NOTICE OF PUBLIC HEARING

Affidavit of Publication

STATE OF CA } SS
COUNTY OF RIVERSIDE }

CLERK BOARD OF SUPERVISORS
2021 MAR -9 AM 11:55

Carolyn Kribbs, being duly sworn, says:

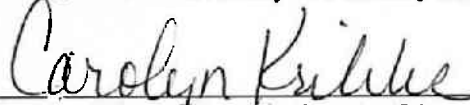
I am a citizen of the United States and am employed by a publication in the county aforesaid, I am over the age of eighteen years and I am not a party to, nor interested in the above entitled matter. That she is Principal Clerk of the Printer of the Palo Verde Valley Times, a newspaper of general circulation, printed and published in Blythe, Riverside County, CA; and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Riverside, State of California under the date of June, 20, 1952, Case No. 54744, that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

02/24/2021

TMA/Planning
Item 21.2 of
03/02/2021

That said newspaper was regularly issued and circulated on those dates.

I declare under penalty of perjury, that the foregoing is true and correct this 24th day of February 2021.



Carolyn Kribbs, Riverside County, CA

111836 21538

CLERK OF THE BOARD OF SUP RIVERSIDE COUNTY
MAIL STOP #1010
4080 LEMON STREET
RIVERSIDE CA 92501

Ad text : NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79 AND ORDINANCE NO. 664.71 FOR THE BLYTHE MESA SOLAR PROJECT.

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on Tuesday, March 2, 2021 at 10:00 A.M. or as soon as possible thereafter, to consider the Amended and Restated Development Agreement No. 79 and related Ordinance No. 664.71 for the Blythe Mesa Solar Project submitted by Blythe Mesa Solar II, LLC and Renewal Resources Group. The Blythe Mesa Solar Project, a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant) and a new 8.4 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line, was previously approved by the Board of Supervisors on May 12, 2015, in Conditional Use Permit No. 3685, Public Use Permit No. 913, Change of Zone No. 7831, Development Agreement No. 79, and Environmental Impact Report/Environmental Assessment No. 529. Now, applicants propose to amend Development Agreement No. 79. Amended and Restated DA No. 79 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of development agreement and the prior approvals from May 2015. The amendments to the development agreement reflect a change in ownership of part of the property, identify each owners phase for the project, clarifies obligations of each owner for the owners respective phase of the project, amends the development impact fees provisions of the agreement, and incorporates an additional community benefit fee. Proposed Ordinance No. 664.71 incorporates by reference and adopts amended and restated DA No. 79 consistent with Government Code sections 65867.5 and 65868. Amended and Restated Development Agreement No. 79 and Ordinance No. 664.71 do not change the prior development approvals or project footprint in CUP3685, PUP913, CZ7831, or EIR529. The Blythe Mesa Solar Project is located northerly and southerly of Interstate 10, westerly of Neighbors Boulevard and Arrowhead Boulevard and southerly and easterly of the Blythe Airport Palo Verde Valley Area Plan, Fourth Supervisorial District.

The County of Riverside previously certified Environmental Impact Report No. 529 on May 12, 2015, which identified all significant environmental effects, and was prepared in conjunction with the above referenced applications that constitute the Blythe Mesa Solar Project. The EIR concluded that there are no impacts that are significant and unavoidable after mitigation. Although the proposed Blythe Mesa Solar Project, including its related development agreement, could have a significant effect on the environment, all potentially significant effects have been analyzed adequately in EIR529 pursuant to applicable standards, and have been avoided or mitigated pursuant to that earlier EIR, therefore nothing further is required. The current action is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3).

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Clerk of the Board of Supervisors at 4080 Lemon Street, 1st Floor, Riverside,

California 92501, and at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501. FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT RUSSELL BRADY PROJECT PLANNER, AT (951) 955-3025 OR EMAIL rbrady@rivco.org.

Any person wishing to testify in support of or in opposition to the amended and restated development agreement may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the development agreement. If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the development agreement.

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

Dated: February 11, 2021

Kecia Harper, Clerk of the Board

By: Hannah Lumanauw,
Board Assistant

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79 AND ORDINANCE NO. 664.71 FOR THE BLYTHE MESA SOLAR PROJECT.

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

Dated: February 12, 2021

Kecia Harper, Clerk of the Board

By: Hannah Lumanauw, Board Assistant



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

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

February 12, 2021

THE DESERT SUN
ATTN: LEGALS
P.O. BOX 2734
PALM SPRINGS, CA 92263

PH : (760)-778-4578
E-MAIL: legals@thedesertsun.com

RE: NOTICE OF PUBLIC HEARING: Amended & Restated DA No. 79 and Ordinance No. 664.71 for the Blythe Mesa Solar Project

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Saturday, February 20, 2021.**

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to:
KECIA HARPER, CLERK OF THE BOARD



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

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

February 12, 2021

PALO VERDE VALLEY TIMES
153 S. BROADWAY
BLYTHE, CA 92225
P.O. BOX 1159, BLYTHE, CA 92226

TEL: (760) 922-3181 x6207
(Sylvia Rubalcava)
E-MAIL: classifieds@pvvt.com

RE: NOTICE OF PUBLIC HEARING: Amended & Restated DA No. 79 and Ordinance No. 664.71 for the Blythe Mesa Solar Project

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Saturday, February 20, 2021.**

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to:
KECIA HARPER, CLERK OF THE BOARD

CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to
the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant to Kecia Harper, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on February 19, 2021, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

NOTICE OF PUBLIC HEARING

Amended & Restated DA No. 79 and Ordinance No. 664.71 for the Blythe Mesa Solar Project

to be posted in the office of the County Clerk at 2724 Gateway Drive, Riverside, California 92507.
Upon completion of posting, the County Clerk will provide the required certification of posting.

Board Agenda Date: March 02, 2021 @ 10:00 a.m.

SIGNATURE: Hannah Lumanauw DATE: February 19, 2021
Hannah Lumanauw

CERTIFICATE OF MAILING

(Original copy, duly executed, must be attached to
the original document at the time of filing)

I, Hannah Lumanauw, Board Assistant, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on February 18, 2020, I mailed a copy of the following document:

NOTICE OF PUBLIC HEARING

Amended & Restated DA No. 79 and Ordinance No. 664.71 for the Blythe Mesa Solar Project

to the parties listed in the attached labels, by depositing said copy with postage thereon fully prepaid, in the United States Post Office, 3890 Orange St., Riverside, California, 92501.

Board Agenda Date: March 02, 2021 @ 10:00 a.m.

SIGNATURE: *Hannah Lumanauw*
Hannah Lumanauw

DATE: February 18, 2021



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

Hearing Date: March 2, 2021

To: Clerk of the Board of Supervisors

From: Planning Department – Riverside (Planner: Russell Brady)

MinuteTraq #: 14579

Project Description:

TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: PUBLIC HEARING ON AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79 AND ORDINANCE NO. 664.71 FOR THE BLYTHE MESA SOLAR PROJECT

The attached item(s) require the following action(s) by the Board of Supervisors:

- Place on Administrative Action
- Receive & File
- EOT
- Labels provided If Set For Hearing
 - 10 Day
 - 20 Day
 - 30 day
- Place on Consent Calendar
- Place on Policy Calendar (Resolutions, Ordinances; PNC)
- Place on Section Initiation Proceeding (GPIP)
- Set for Hearing (Legislative Action Required: CZ, GPA, SP, SPA)
- Publish in Newspaper:
 - (4th Dist-Ely) Desert Sun and Palo Verde Times
- No New Environmental Documentation Required
 - 10 Day
 - 20 Day
 - 30 day
- Notify Property Owners (app/agencies/property owner labels provided)

Designate Newspaper used by Planning Department for Notice of Hearing:
(4th Dist-Ely) Desert Sun and Palo Verde Times

2021 FEB 11 AM 11:51
CLERK OF BOARD OF SUPERVISORS

Riverside Office · 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7040

"Planning Our Future... Preserving Our Past"

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on February 08, 2021

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers DPR200012 / CUP03685 for

Company or Individual's Name RCIT - GIS,

Distance buffered 2400'

Pursuant to application requirements furnished by the Riverside County Planning Department. Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

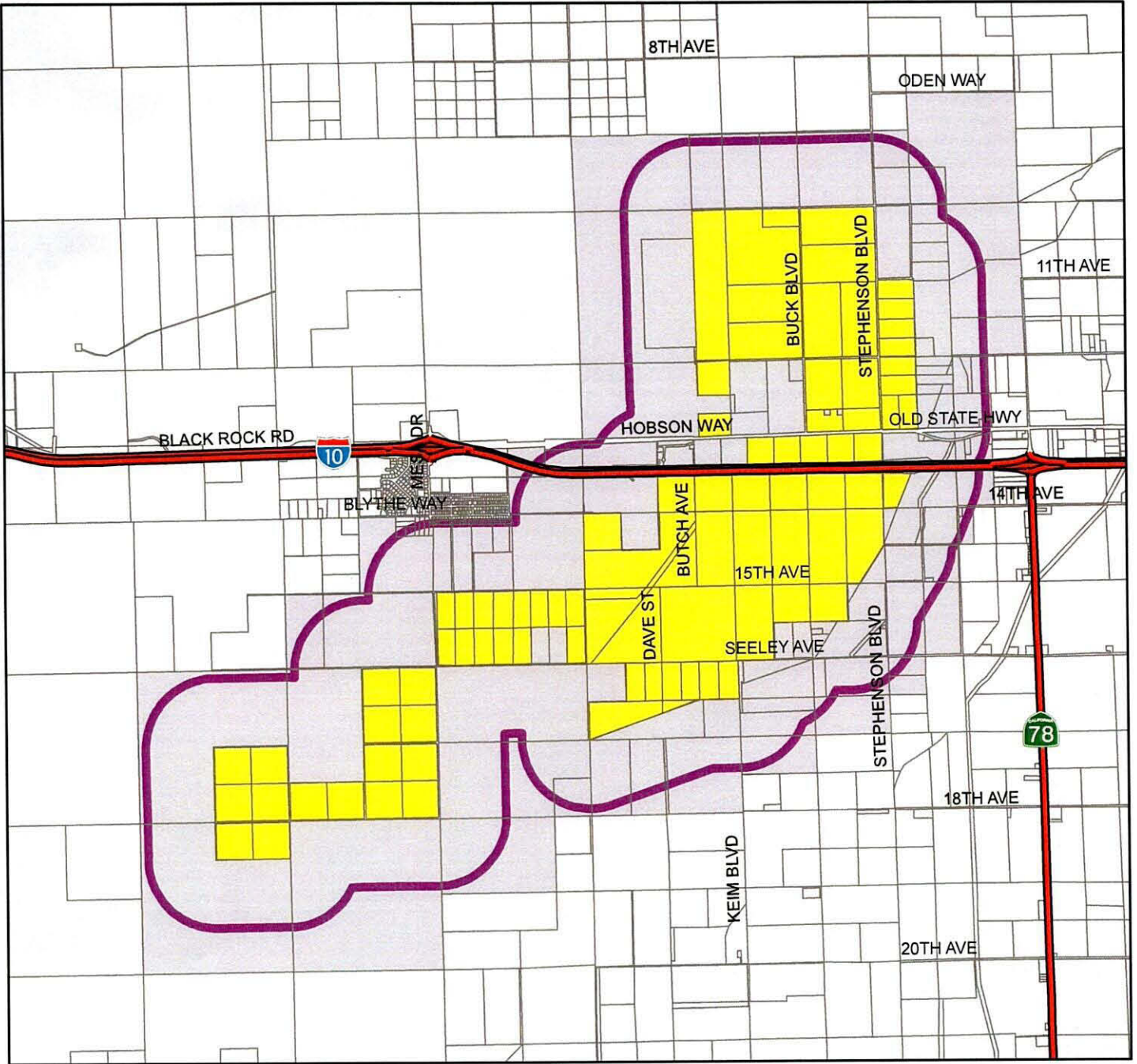
TITLE: GIS Analyst






ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158

DPR200012 / CUP03685



-  Highways
-  Parcels
-  Parcels within 2400 Feet Buffer
-  2400
-  DPR200012 / CUP03685



Disclaimer: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Source: County of Riverside
Author: Vinny Nguyen



Miles

February 08, 2021

824072004
NORMAN W. BARNARD
35899 RED BLUFF PL
MURRIETA CA 92562

824072008
MARIA L. REYES
17690 NICHOLLS RD
BLYTHE CA 92225

824072012
JOSE ALFONZO LOPEZ
17650 NICHOLS RD
BLYTHE CA 92225

824090018
RONALD E. DAWSON
16275 W HOBSON WAY
BLYTHE CA 92225

824030012
GARY KADING
10960 WILSHIRE BLVD 5TH FL
LOS ANGELES CA 90024

824110020
RAYMOND L. HOWARD
P O BOX 422
BLYTHE CA 92226

824130005
KAY ELLEN MASON
P O BOX 364
BLYTHE CA 92226

824063001
DARRELL R. FOSSETT
634 E MICHIGAN ST
BLYTHE CA 92225

824064003
TERRY DENNIS MORGAN
17855 PALOWALLA RD
BLYTHE CA 92225

824090009
WOODSPUR FARMING
52 200 INDUSTRIAL WAY
COACHELLA CA 92236

824101012
ALTAGAS SONORAN ENERGY INC
P O BOX 5004
PORT HURON MI 48061

824110041
JOHN J. STILES
P O BOX 1003
BLYTHE CA 92226

824121001
JAMIE S. BROWNING
107 W HOBSONWAY
BLYTHE CA 92225

824072010
ROBERTO RANGEL MADRIGAL
14601 NEIGHBOURS BLV
BLYTHE CA 92225

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Étiquettes d'adresse Easy Peel
Pour les renseignements

824142002
CRUZ ANTONIO DELATORRE
PO BOX 1924
BLYTHE CA 92226

824090035
DANE TUGBA TRUST DATED 05/01/2020
14582 HIGHCREST CIR
IRVINE CA 92604

824110003
SCHINDLER BROS INC
3595 W HOBSONWAY
BLYTHE CA 92225

824110040
JANICE L. DUQUETTE
24372 ANTILLES WAY
DANA POINT CA 92629

824130004
AMOS A. ELAM
244 LOMA AVE
LONG BEACH CA 90803

824063003
HARRY LEE
42665 DEUR WAY
HEMET CA 92544

824064011
MARIO RIVERA
17825 BLYTHE WAY
BLYTHE CA 92225

821120017
ROBINSON FARMS
P O BOX 2399
BLYTHE CA 92226

824030023
GOSSER FAMILY TRUST DTD 5/28/91
2137 W 183RD ST
TORRANCE CA 90504

821090005
USA 821
US DEPT OF THE INTERIOR
WASHINGTON, DC 21401


821120019
TROJAN CITRUS
88100 58TH AVE
THERMAL CA 92274

824064002
RON MORGAN
P O BOX 742
BLYTHE CA 92226

824073012
NADINE RENTERIA
1214 NOGALES ST
SACRAMENTO CA 95838

824090044
BEN F. GOSSER
2137 W 183RD ST
TORRANCE CA 90504

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5162 

824101025
BLYTHE ENERGY
1411 3RD ST STE A
PORT HURON MI 48060

824110012
RAYMOND L. HOOVER
P O BOX 2473
QUARTZSITE AZ 85346

824063002
NATIVIDAD R. LERMA
17975 BLYTHE WAY
BLYTHE CA 92225

824064007
EARL F. LAIRD
944 W MONTGOMERY
SPOKANE WA 98207

824110029
JOE LESLIE VANDYKE
14371 RIVERSIDE DR
BLYTHE CA 92225

824101008
USA 824
US DEPT OF INTERIOR
WASHINGTON, DC 21401

824110039
HENRY S. WHITE
P O BOX 825
BLYTHE CA 92225

824122015
CROWN ENTERPRISES INC
P O BOX 869
WARREN MI 48090

824142011
ROBERT THOMAS ALVARADO
14499 W HOBSON WAY
BLYTHE CA 92225

824030007
MI CASA PROP
1330 OAK VIEW AVE
SAN MARINO CA 91108

824064009
CONSUELO VALENZUELA
17750 NICHOLS RD
BLYTHE CA 92225

824073013
DUSTIN E. HOPE
17520 NICHOLS RD
BLYTHE CA 92225

824073019
CLAUDIA LOZOYA
14060 LIME DR
BLYTHE CA 92225

824090024
WOODSPUR FARMING
2 EMBERCADERO CENTER FL 7TH
SAN FRANCISCO CA 94111

824110019
SALVADOR DELGADO
14515 HARRINGTON RD
RIVERSIDE CA 92508

866021004
FONDOMONTE CALIF
250 N LITCHFIELD STE 101
GOODYEAR AZ 85338

866021007
WILLIAM R. ODEN
52200 INDUSTRIAL WAY
COACHELLA CA 92236

866022005
LAURENCE E. MCCALLEY
169 DESERT GARDEN DR
PALM GARDENS NV 89039

863020016
JAMES TALLIE HEARD
P O BOX 662
COMPTON CA 90223

863030002
JESUS M. RIVERA
1525 S FERN AVE
ONTARIO CA 91762

863040015
WOODSPUR FARMING
52200 INDUSTRIAL WAY
COACHELLA CA 92236

863060004
RICHIE INTHASONE
4423 FOX TROT CIR
HEMET CA 92545

863070024
SOUTHERN CALIFORNIA EDISON CO
P O BOX 800
ROSEMEAD CA 91770

863090001
SOUTH VALLEY HOLDINGS
P O BOX 267
PALO VERDE CA 92266

863020018
GABRIEL PEREZ MARIN
1238 E 27TH ST
LOS ANGELES CA 90011

863040002
CRESENCIO RAMIREZ
10750 BENNETT DR
FONTANA CA 92337

863070003
FISHER FAMILY PROP
10610 ICEPLANT RD
BLYTHE CA 92225

863070016
MICHELLE OWEN WALKER
16937 STEPHENSON BLVD
BLYTHE CA 92225

866022006
MICHAEL D. RETHWISCH
541 32ND RD
RISING CITY NE 68858

863100003
ROSARIO HURTADO
432 BLUEWATER DR
PARKER AZ 85344

863120003
BILL VASILIS RANCH
332 W CHANSLOR WAY
BLYTHE CA 92225

863120004
BILL VASILLS RANCH
332 W CHANSLOR WAY
BLYTHE CA 92225

866021006
G B INV CO
81880 ARUS AVE
INDIO CA 92201

863070023
ROBERT STEPHEN MCCALL
405 E MURPHY ST
BLYTHE CA 92225

863110004
CO RIVER FARMS
1291 US HIGHWAY 258 N
KINSTON NC 28504

863120002
IRREVOCABLE CHILDRENS TRUST
481 CORONADO ST
BLYTHE CA 92225

866080001
MWD
P O BOX 54153
LOS ANGELES CA 90054

821120023
RICHARD W. DILL
P O DRAWER 1140
BLYTHE CA 92226

863020020
ARTURO AVALOS
PO BOX 31
CATHEDRAL CITY CA 92235

863070013
VERNON E. STINSON
2610 PALOMA SENDA
BULLHEAD CITY AZ 86442

863030012
DON DUNCAN
P O BOX 2082
PALM SPRINGS CA 92263

863070012
LELAND T. CORMELL
245 N 3RD ST
BLYTHE CA 92225

863130001
NORMA A. MARTIN
73596 ARABIAN CT
THOUSAND PLMS CA 92276

866030001
LHS RIVERSIDE FARMS
1291 US HIGHWAY 258 N
KINSTON NC 28504

863020014
BI PROP
2110 POPPY DR
BURLINGAME CA 94010

863040021
WOODSPUR FARMING
52500 INDUSTRIAL WAY
COACHELLA CA 92236

863120005
COX FAMILY FARMS
11520 W RIVERSIDE DR
BLYTHE CA 92225

863020002
PEDRO RANGEL
15033 S LOVEKIN
BLYTHE CA 92225

863020004
JOSHUA ADRIAN BALOS
18746 LAKEPOINTE DR
RIVERSIDE CA 92503

863030011
MEGHPARA TRUST DATED 04/1/2002
20 NEVADA
IRVINE CA 92606

879300008
DOROTHY SZOLLOSI
14075 MESA DR
BLYTHE CA 92225

879300009
JOYCE PACIFICO
18231 BLYTHE WAY
BLYTHE CA 92225

879300007
RUBEN H. URRUTIA
80000 AVENUE 48 NO 171
INDIO CA 92201

824073007
ENRIQUE SILVA
17530 NICHOLS RD
BLYTHE CA 92225

824090025
MARK S. BENNETT
16531 W HOBSON WAY
BLYTHE CA 92225

824090034
RITA D. DAWSON
16275 W HOBSONWAY
BLYTHE CA 92225

879080054
FSE BLYTHE 1, LLC
PO BOX 4900
SCOTTSDALE AZ 85261

879090052
PERRY Y P WOO
82257 CROSBY DR
INDIO CA 92201

879300015
GEORGE BECERRA
27115 DARTMOUTH ST
HEMET CA 92544

863070011
PATRICK CONNOLLY
PO BOX 984
BLYTHE CA 92226

879300014
KARLA L. PALACIOS
PO BOX 538
BLOOMINGTON CA 92316

824064013
RESPICIO PEREZ
17819 BLYTHE WAY
BLYTHE CA 92225

879300010
ANTONIO OCHOA
13039 AMAR RD
BALDWIN PARK CA 91706

824064004
CAROL M. WILYAT
17829 BLYTHE WAY
BLYTHE CA 92225

824072006
MARIO RIVERA
17825 BLYTHEWAY ST
BLYTHE CA 92225

824072014
KIMBERLIE A. FOLEY
14101 LIME DR
BLYTHE CA 92225

824101022
USA
P O BOX 281213
DENVER CO 80228

824110016
PATRICIA A. CHOAT
P O BOX 946
BLYTHE CA 92226

824122014
ELEANOR E. ALVARADO
3880 OLD STATE HWY RD
BLYTHE CA 92225

824122016
PVID
180 W 14TH AVE
BLYTHE CA 92225

824142019
BLYTHE ENTERPRISE PARTNERS
1416 LACHMAN LN
PACIFIC PALISADES CA 90272

824150001
EDWARD E. CAMPOS
13900 LEFINGWELL RD
WHITTIER CA 90604

879090034
USA 879
DEPT OF INTERIOR
WASHINGTON, DC 21401

879110007
USA 879
US DEPT OF INTERIOR
WASHINGTON, DC 21401

821080041
COUNTY OF RIVERSIDE
P O BOX 1180
RIVERSIDE CA 92502

821080043
GILA FARM LAND
113 S LA BREA AVE 3RD FL
LOS ANGELES CA 90036

821090008
JOSE MANGLONA BARCINAS
16120 KRAMERIA AVE
RIVERSIDE CA 92504

821120028
ALTAGAS POWER HOLDINGS INC
1000 MAINE AVE SW
WASHINGTON DC 20024

821120015
JOHN D. VANDERSLICE
P O BOX 5354
MOHAVE VALLEY AZ 86440

866022004
ROBERT ARTEAGA
P O BOX 1942
BLYTHE CA 92226

Sally Peterson
P.O. Box 5036
Newport Beach, CA 92662

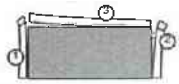
Recurrent Energy
c/o Mehul Mehta
300 California Street, 7th Floor San Francisco, CA 94104

Lozeau Drury
c/o Richard Drury
410 12th Street, Suite 250
Oakland, CA 94607

Adams Broadwell Joseph & Cardozo
c/o Janet Laurain
601 Gateway Blvd, Suite 1000
South San Francisco, CA 94080

Lozeau Drury
c/o Christina Caro
410 12th Street, Suite 250
Oakland, CA 94607

Lozeau Drury
c/o Stacey Osborne
410 12th Street, Suite 250
Oakland, CA 94607



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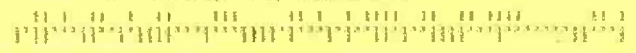
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NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79 AND ORDINANCE NO. 664.71 FOR THE BLYTHE MESA SOLAR PROJECT.

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, March 2, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the **Amended and Restated Development Agreement No. 79 and related Ordinance No. 664.71 for the Blythe Mesa Solar Project** submitted by Blythe Mesa Solar II, LLC and Renewal Resources Group. The Blythe Mesa Solar Project, a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant) and a new 8.4 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line, was previously approved by the Board of Supervisors on May 12, 2015, in Conditional Use Permit No. 3685, Public Use Permit No. 913, Change of Zone No. 7831, Development Agreement No. 79, and Environmental Impact Report/Environmental Assessment No. 529. Now, applicants propose to amend Development Agreement No. 79. Amended and Restated DA No. 79 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of development agreement and the prior approvals from May 2015. The amendments to the development agreement reflect a change in ownership of part of the property, identify each owner's phase for the project, clarifies obligations of each owner for the owner's respective phase of the project, amends the development impact fees provisions of the agreement, and incorporates an additional community benefit fee. Proposed Ordinance No. 664.71 incorporates by reference and adopts amended and restated DA No. 79 consistent with Government Code sections 65867.5 and 65868. Amended and Restated Development Agreement No. 79 and Ordinance No. 664.71 do not change the prior development approvals or project footprint in CUP3685, PUP913, CZ7831, or EIR529. The Blythe Mesa Solar Project is located northerly and southerly of Interstate 10, westerly of Neighbors Boulevard and Arrowhead Boulevard and southerly and easterly of the Blythe Airport – Palo Verde Valley Area Plan, Fourth Supervisorial District.

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Dated: February 12, 2021

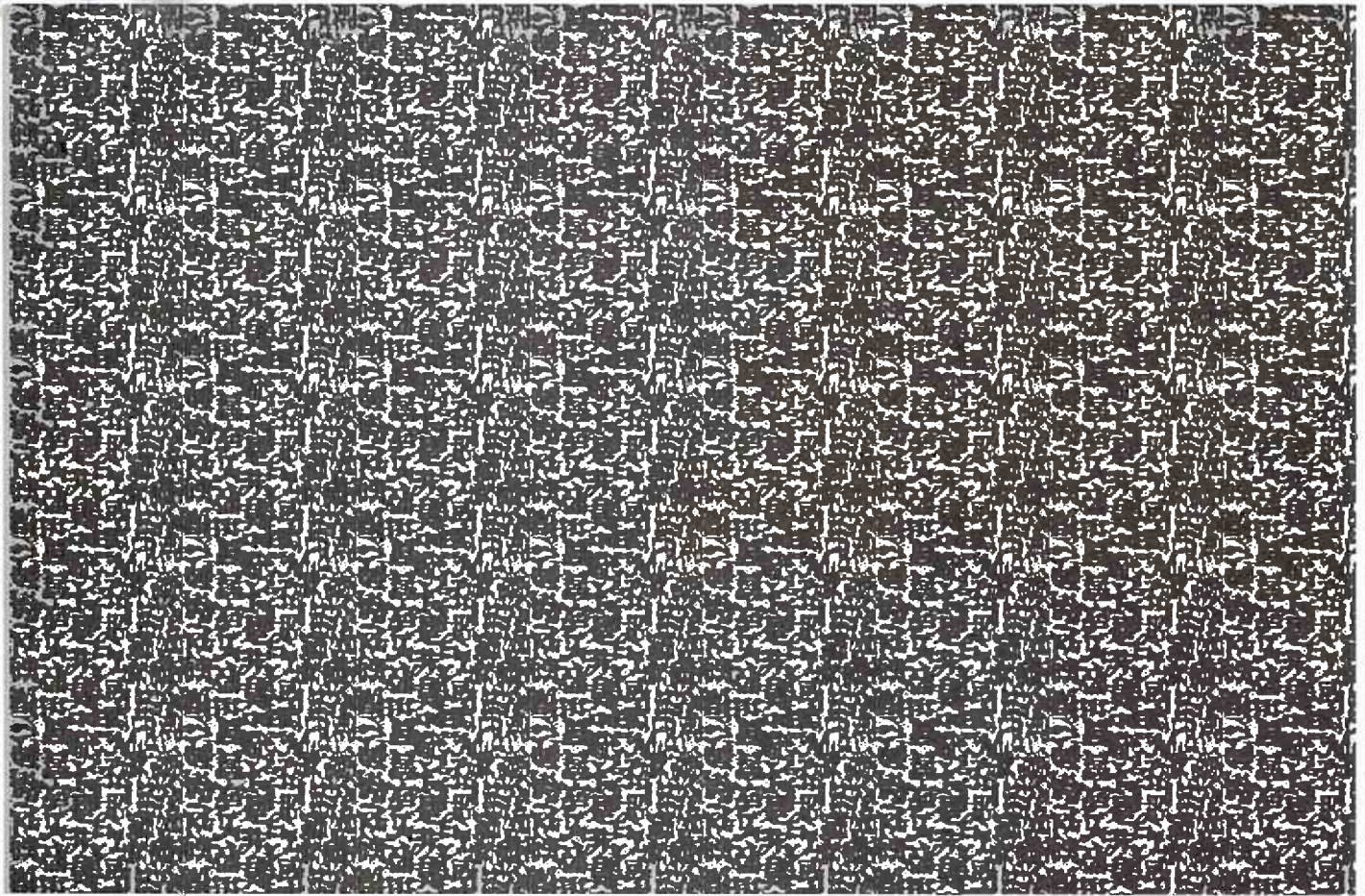
Kecia Harper, Clerk of the Board

By: Hannah Lumanauw, Board Assistant

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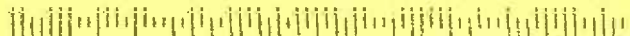
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c/o Mehul Mehta
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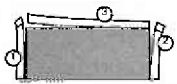
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Dated: February 12, 2021

Kecia Harper, Clerk of the Board

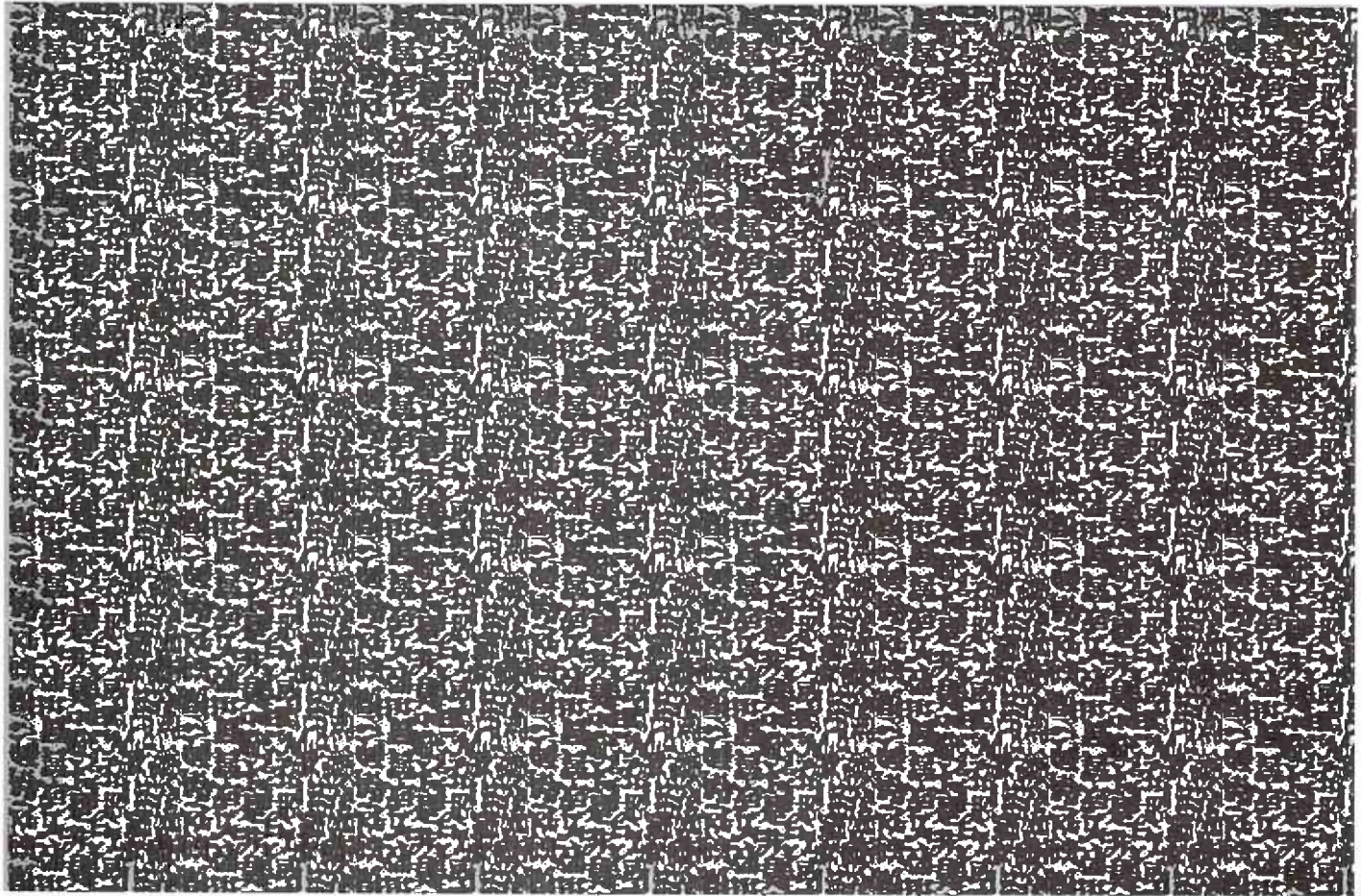
By: Hannah Lumanauw, Board Assistant



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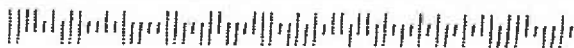
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Dated: February 12, 2021

Kecia Harper, Clerk of the Board

By: Hannah Lumanuw, Board Assistant

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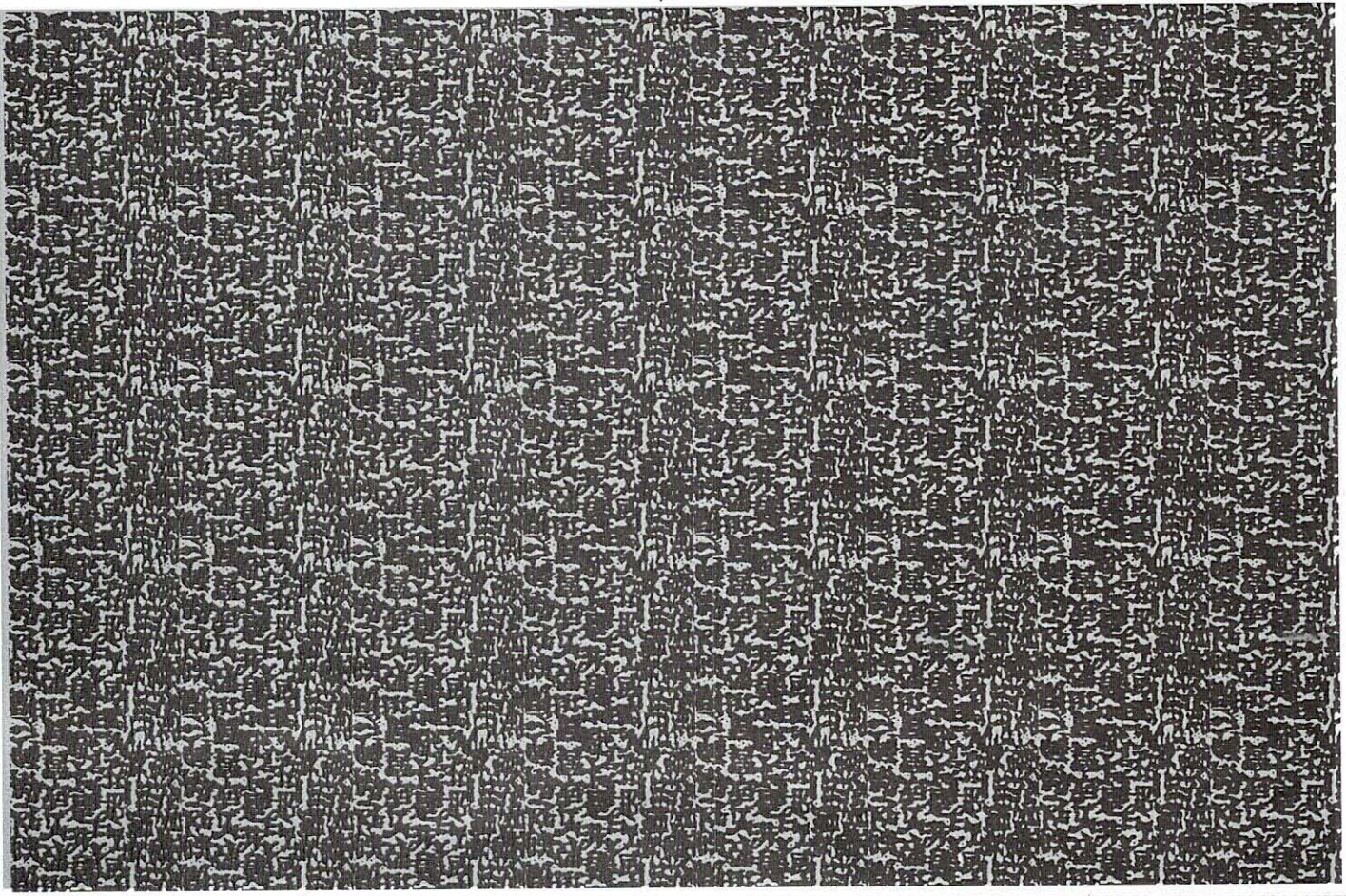
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Any person wishing to testify in support of or in opposition to the amended and restated development agreement may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the development agreement. If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the development agreement.

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

Dated: February 12, 2021

Kecia Harper, Clerk of the Board

By: Hannah Lumanauw, Board Assistant

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

CLERK / BOARD OF SUPERVISORS

2021 APR 30 AM 9:59

Receipt #: 21-85858

State Clearinghouse # (if applicable): _____

Lead Agency: RIVERSIDE COUNTY

Date: 02/23/2021

County Agency of Filing: RIVERSIDE

Document No: E-202100180

Project Title: AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79 AND RELATED ORD.664.71 FOR

Project Applicant Name: RIVERSIDE COUNTY BOARD OF SUPERVISORS

Phone Number: (951) 955-3025

Project Applicant Address: 4080 LEMON ST. 1ST FLOOR, RIVERSIDE, CA 92502

Project Applicant: LOCAL PUBLIC AGENCY

CHECK APPLICABLE FEES:

- Environmental Impact Report
- Negative Declaration
- Application Fee Water Diversion (State Water Resources Control Board Only)
- Project Subject to Certified Regulatory Programs
- County Administration Fee
 - Project that is exempt from fees (DFG No Effect Determination (Form Attached))
 - Project that is exempt from fees (Notice of Exemption)

_____ \$0.00

Total Received _____ \$0.00

Signature and title of person receiving payment:

Deputy

Notes:

3/2/21 21.2
2021-5-149832

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79 AND ORDINANCE NO. 664.71 FOR THE BLYTHE MESA SOLAR PROJECT.

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, March 2, 2021 at 10:00 A.M.** or as soon as possible thereafter, to consider the **Amended and Restated Development Agreement No. 79 and related Ordinance No. 664.71 for the Blythe Mesa Solar Project** submitted by Blythe Mesa Solar II, LLC and Renewal Resources Group. The Blythe Mesa Solar Project, a 485 megawatt solar photovoltaic (PV) electrical generating facility (solar power plant) and a new 8.4 mile long, 230 kilovolt (kV) double-circuit generation-tie transmission line, was previously approved by the Board of Supervisors on May 12, 2015, in Conditional Use Permit No. 3685, Public Use Permit No. 913, Change of Zone No. 7831, Development Agreement No. 79, and Environmental Impact Report/Environmental Assessment No. 529. Now, applicants propose to amend Development Agreement No. 79. Amended and Restated DA No. 79 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of development agreement and the prior approvals from May 2015. The amendments to the development agreement reflect a change in ownership of part of the property, identify each owner's phase for the project, clarifies obligations of each owner for the owner's respective phase of the project, amends the development impact fees provisions of the agreement, and incorporates an additional community benefit fee. Proposed Ordinance No. 664.71 incorporates by reference and adopts amended and restated DA No. 79 consistent with Government Code sections 65867.5 and 65868. Amended and Restated Development Agreement No. 79 and Ordinance No. 664.71 do not change the prior development approvals or project footprint in CUP3685, PUP913, CZ7831, or EIR529. The Blythe Mesa Solar Project is located northerly and southerly of Interstate 10, westerly of Neighbors Boulevard and Arrowhead Boulevard and southerly and easterly of the Blythe Airport – Palo Verde Valley Area Plan, Fourth Supervisorial District.

The County of Riverside previously certified Environmental Impact Report No. 529 on May 12, 2015, which identified all significant environmental effects, and was prepared in conjunction with the above referenced applications that constitute the Blythe Mesa Solar Project. The EIR concluded that there are no impacts that are significant and unavoidable after mitigation. Although the proposed Blythe Mesa Solar Project, including its related development agreement, could have a significant effect on the environment, all potentially significant effects have been analyzed adequately in EIR529 pursuant to applicable standards, and have been avoided or mitigated pursuant to that earlier EIR, therefore nothing further is required. The current action is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3).

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Please send all written correspondence to: Clerk of the Board, 4080 Lemon Riverside, CA 92502-1147

Dated: February 12, 2021

Kecia Harper, Clerk of the Board
By: Hannah Lumanauw, Board A

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202100180
02/23/2021 03:51 PM Fee: \$ 0.00
Page 1 of 1

Removed: *al* By: *pc* Deputy

