

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



ITEM: 3.28
(ID # 14675)

MEETING DATE:
Tuesday, March 09, 2021

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: ADOPTION OF 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:

1. Adopt Ordinance No. 664.71, an Ordinance of the County of Riverside Approving AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79.

ACTION:Policy

Charissa Leach, Interim TLMA Director

3/2/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 9, 2021
xc: Planning, COB

Kecia R. Harper
Clerk of the Board

By
Deputy

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STATE OF CALIFORNIA**

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The public hearing on Amended and Restated Development Agreement No. 79 was held on March 2, 2021 (agenda item 21.2). At the conclusion of the public hearing, the Board of Supervisors introduced Ordinance No. 664.71 Approving Amended and Restated Development Agreement No. 79 based upon the findings and conclusions in the background of the agenda item. The adoption of Ordinance No. 664.71 will finalize the Board's approval of Amended and Restated Development Agreement No. 79 (DA No. 79) for the Blythe Mesa Solar Project. Per State law, a Development Agreement is a legislative act that must be approved by Ordinance. Ordinance No. 664.71 incorporates by reference and adopts DA No. 79 consistent with Government Code sections 65867.5 and 65868.

As described in greater detail in Agenda item 21.2 of March 2, 2021, the Blythe Mesa Solar Project is 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 that 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. 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: 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.

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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.

As mentioned in Agenda Item 21.2 of March 2, 2021, final Exhibits A and B to the development agreement fully describe the entire property covered by the Amended and Restated Development Agreement No. 79 with descriptions broken out by parcel and phase. The final Exhibits A and B attached to the development agreement with this agenda item replace the placeholders that were previously submitted with the March 2nd agenda item.

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 be 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.

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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
- 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
- B. Amended and Restated Development Agreement No. 79



Jason Farin, Principal Management Analyst 3/3/2021

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STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE) ss

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said county held on March 9, 2021, the foregoing ordinance consisting of 4 Sections was adopted by the following vote:

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

DATE: March 9, 2021

KECIA R. HARPER
Clerk of the Board

BY: *Misella Kasso*
Deputy

SEAL

2/18/2021 FINAL

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

2021-0234970

04/15/2021 09:43 AM Fee: \$ 0.00

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

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



6080

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 09 2021 3.28

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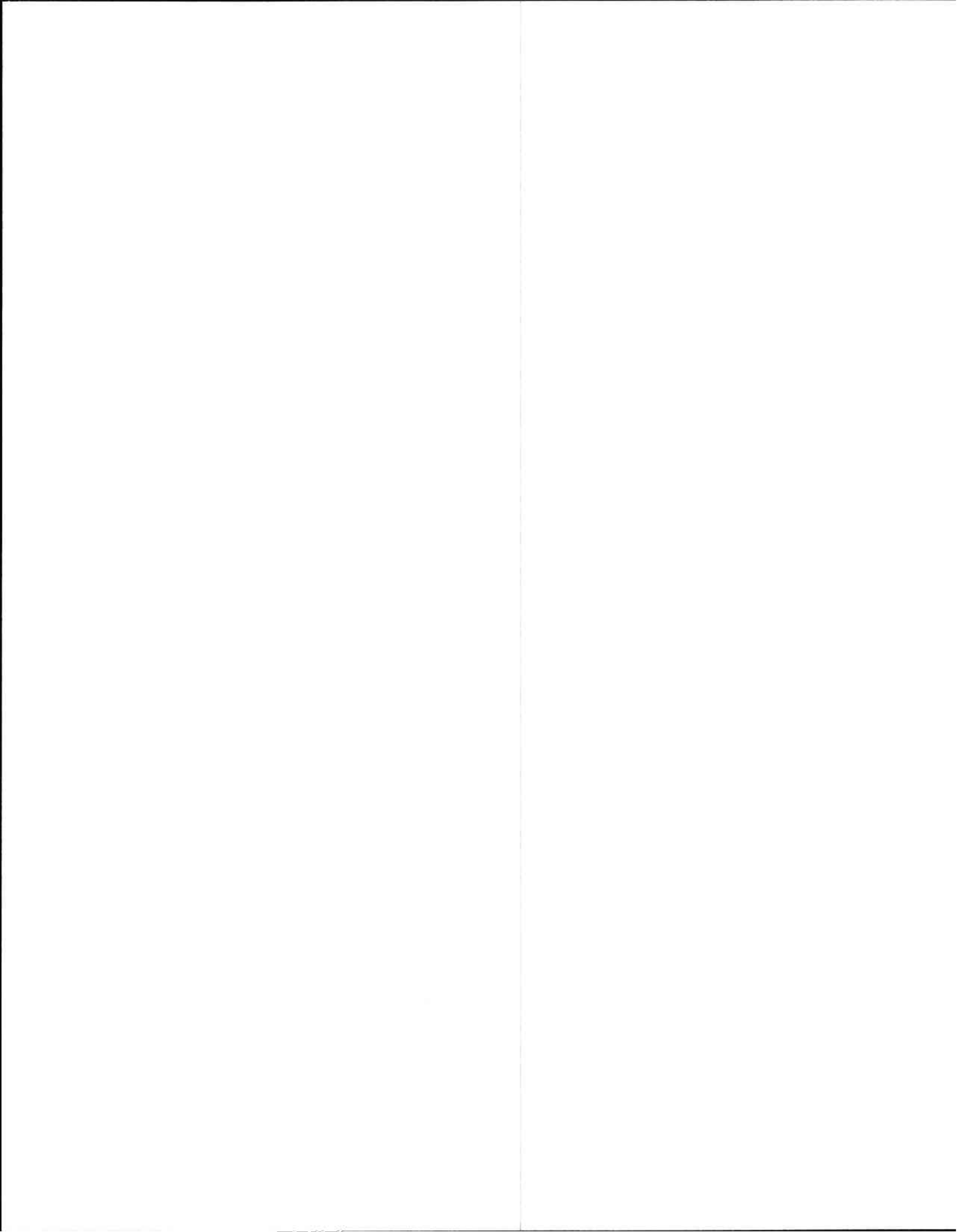
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Exhibit "G" -- Annual Review Report Template.		
Exhibit "H" -- Property Owner Contact Information.		



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:

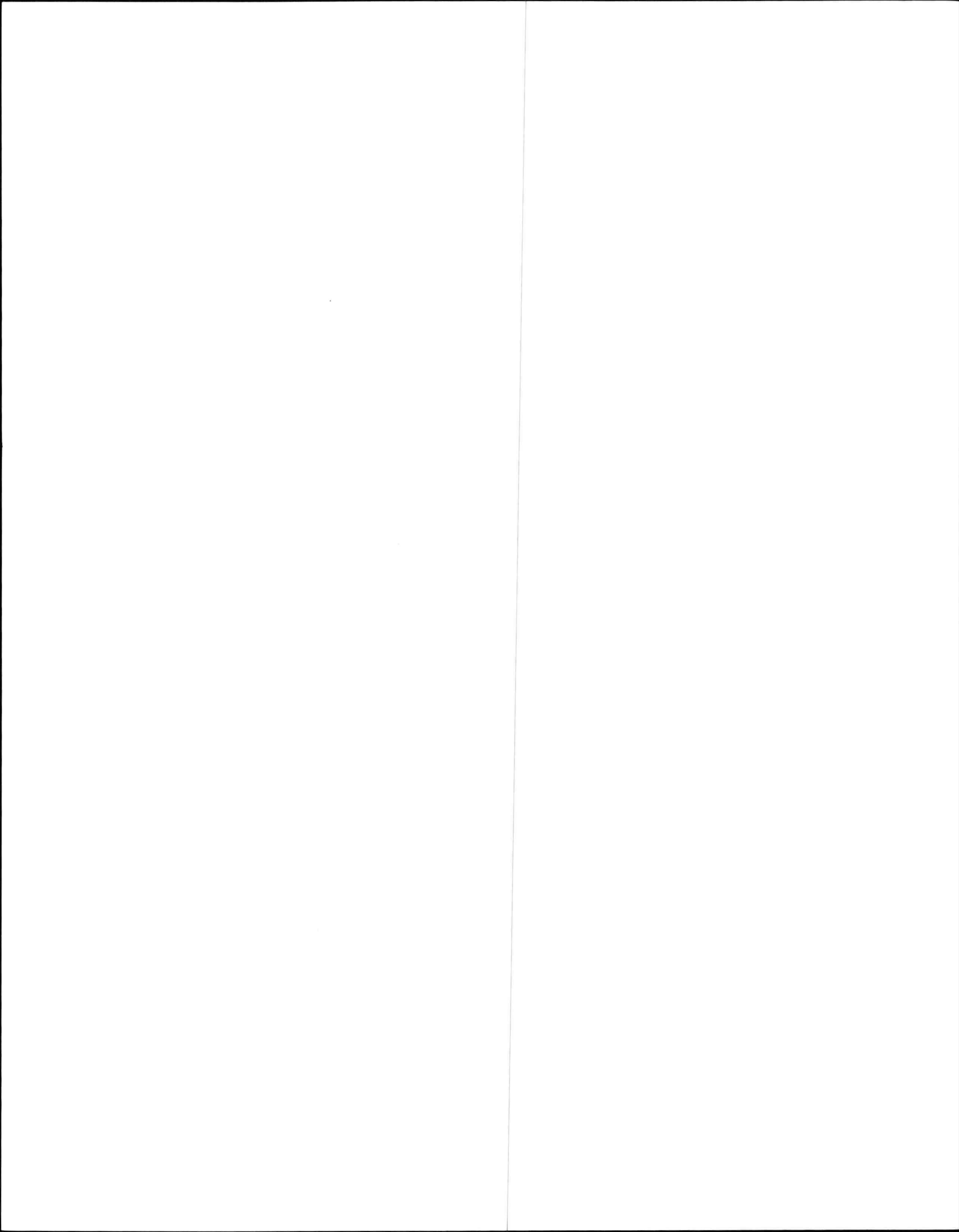
- (a) The conduct of businesses, professions, and occupations;
- (b) Taxes and assessments;
- (c) The control and abatement of nuisances;
- (d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) The exercise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

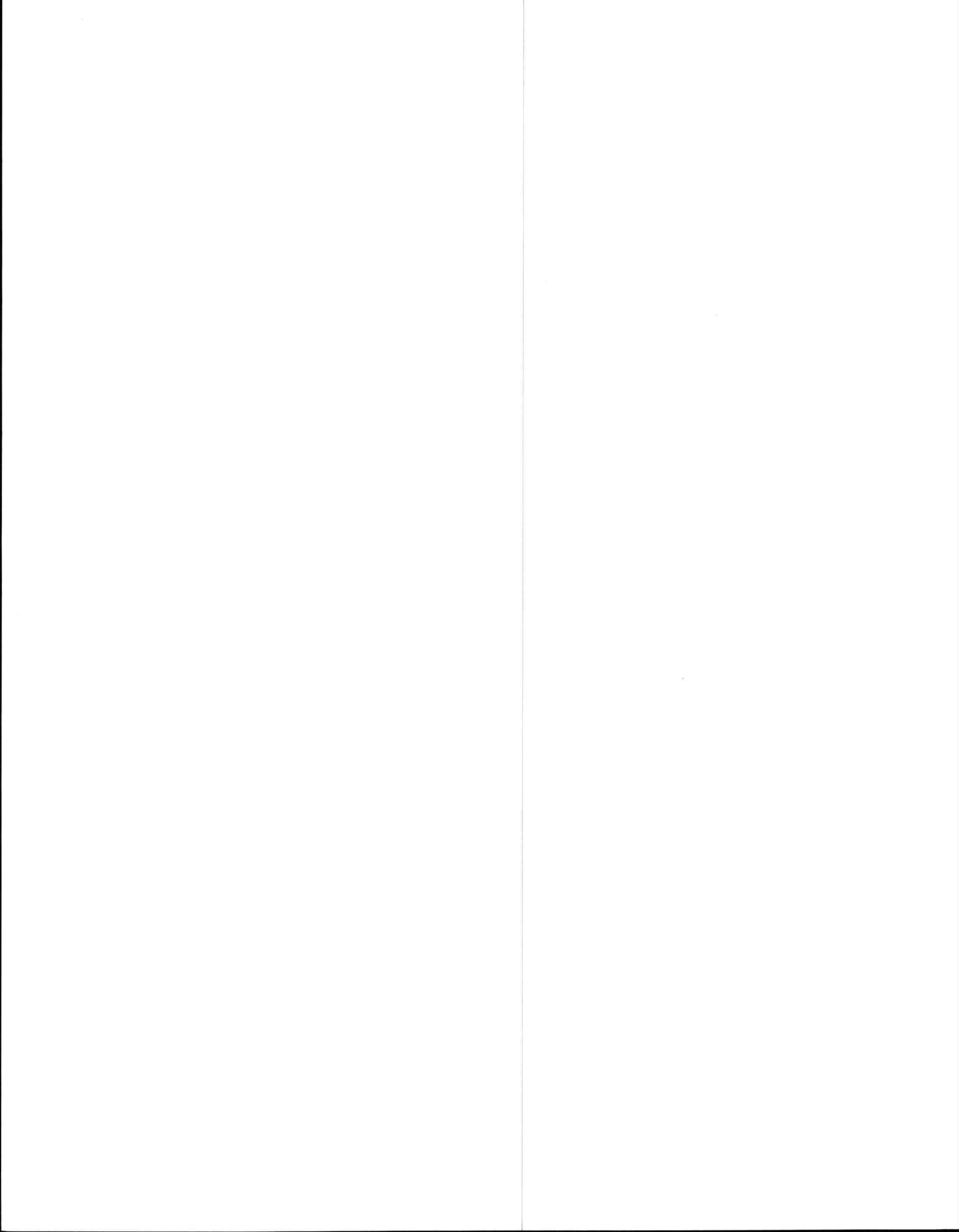
Lloys Frates
Renewable Resources Group LLC
113 S. La Brea Ave., 3rd Floor
Los Angeles, CA 90036
Fax No. (323) 930-9114

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.

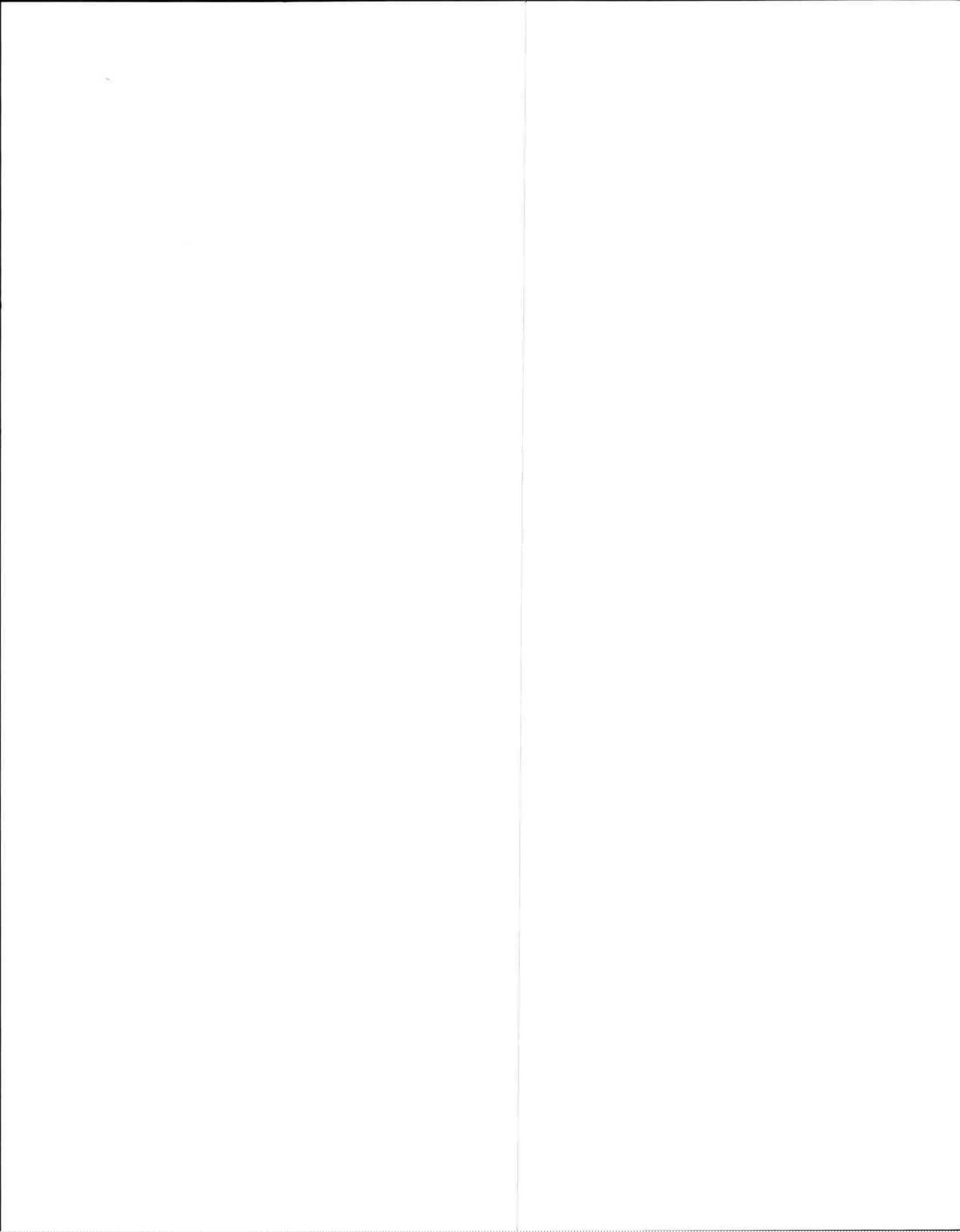
Notwithstanding anything in this Article 8 to the contrary, an OWNER'S liability to COUNTY in connection with this Agreement shall be limited to direct damages and shall exclude any other liability, including, without limitation, liability for special indirect, punitive or consequential damages in contract,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

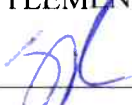
(a) Money damages are unavailable against COUNTY as provided in Section 8.1 above.

(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 1, 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.



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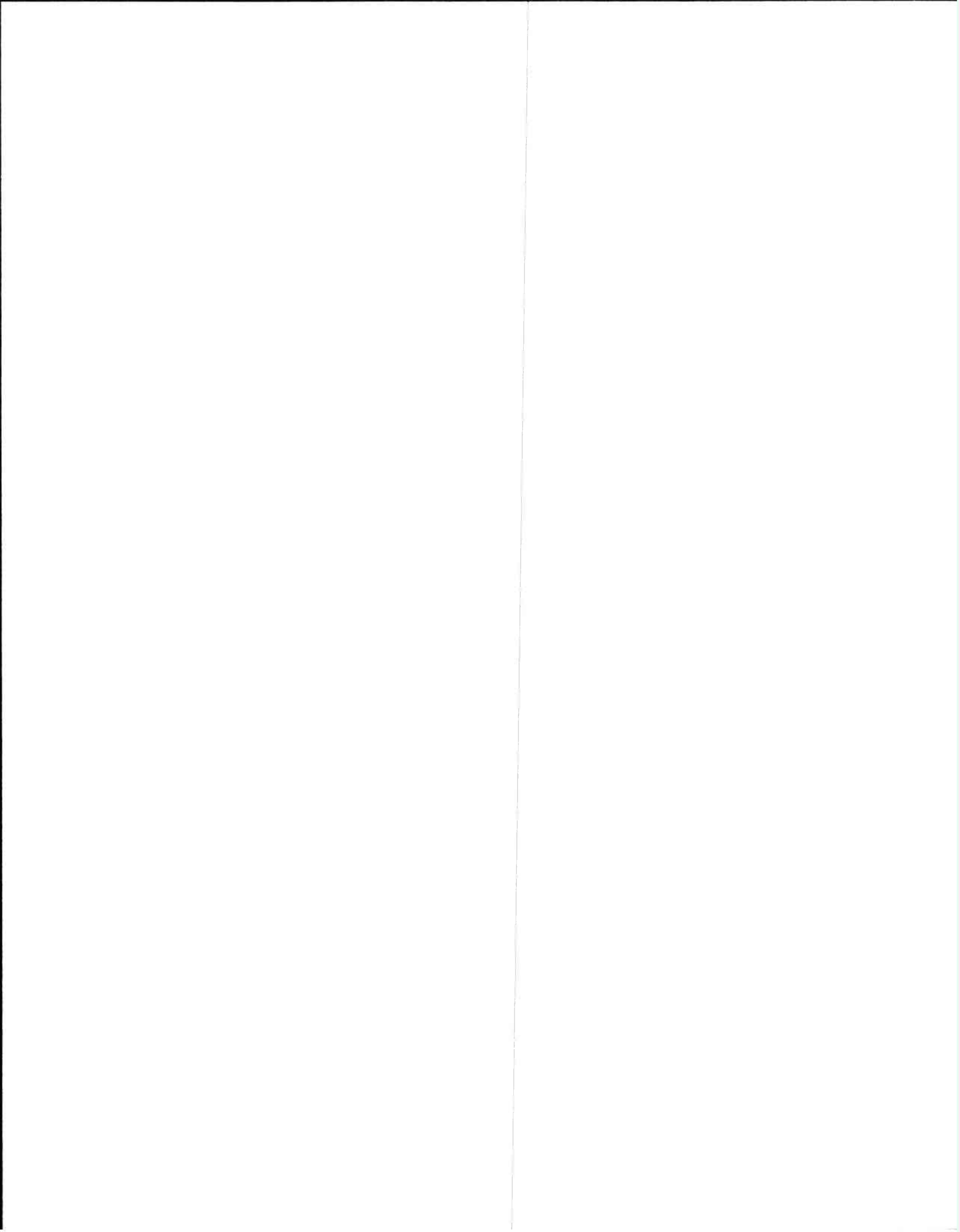
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(for Woodgreen Farming LLC)


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R. GANBOA

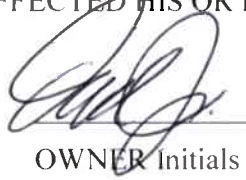
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 Ted Johnson

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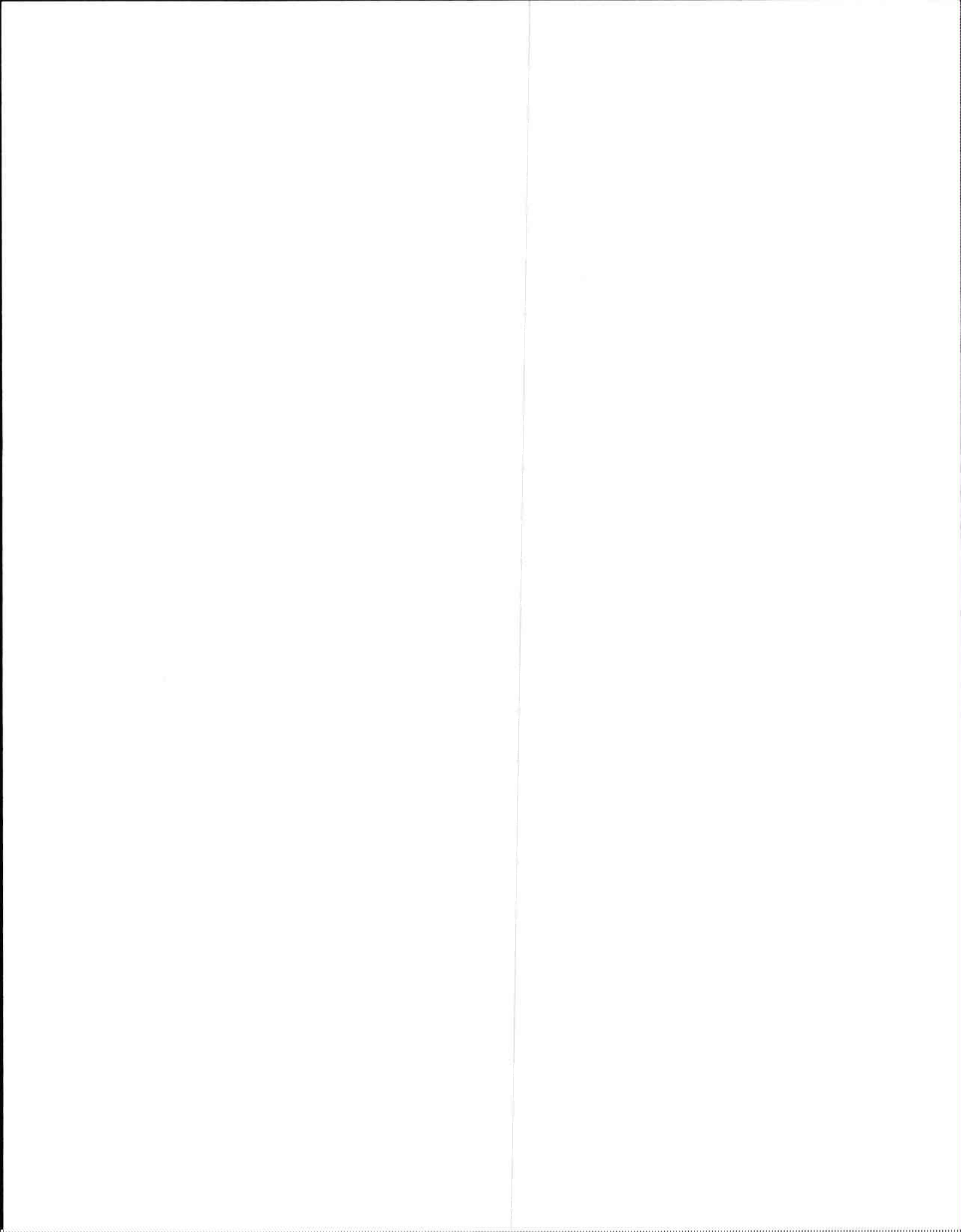
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C.R.

OWNER Initials

V.K.

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C.R.

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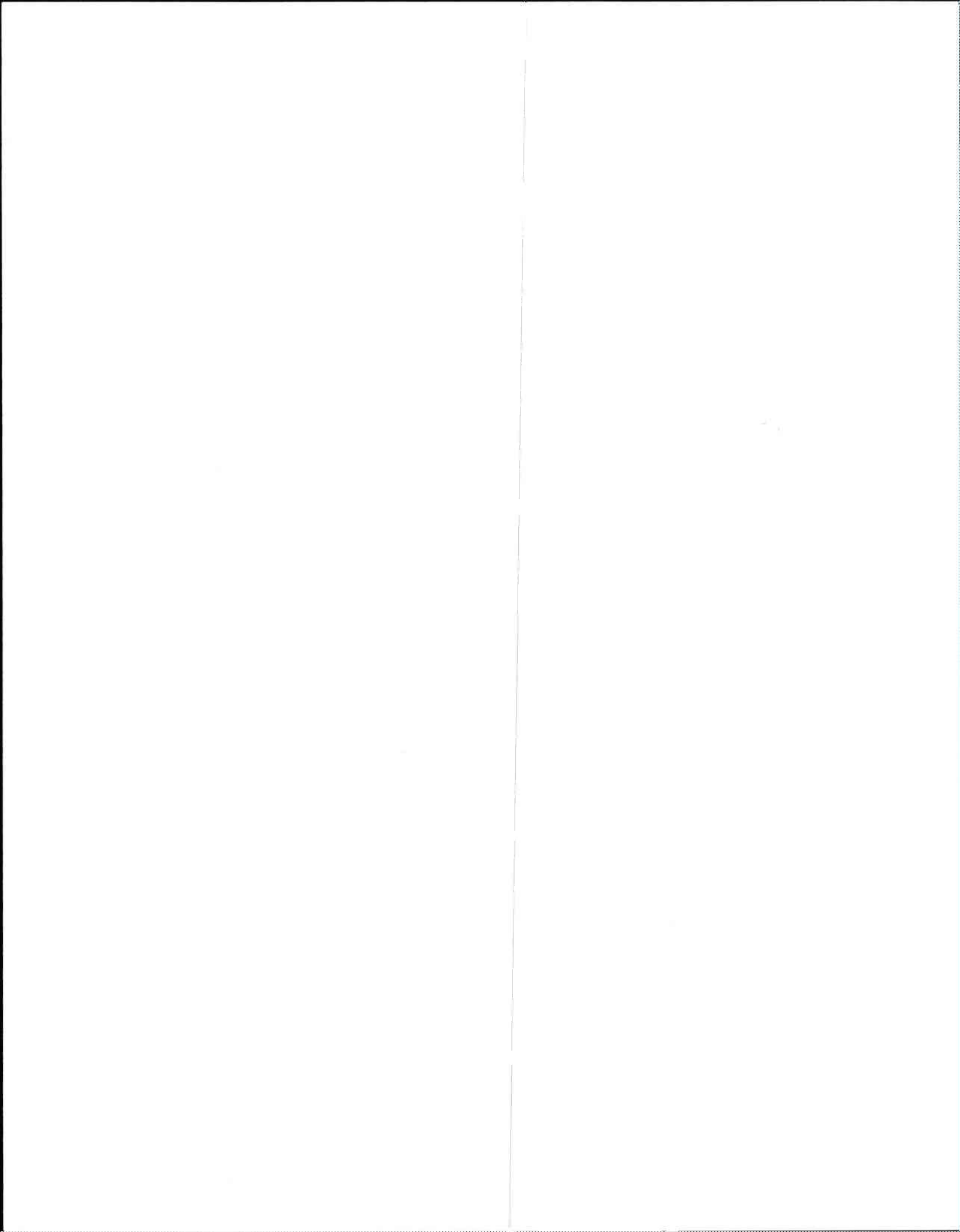
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9. THIRD PARTY LITIGATION.

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 OWNERS shall be jointly and severally liable for the COUNTY'S defense. COUNTY may in its discretion participate in the defense of any such action.

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

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

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

10. MORTGAGEE PROTECTION.

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

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

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

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

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

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

11. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

11.7 Joint and Severable Obligations. The OWNERS currently contemplate developing the Project in at least two phases, with Phase 1 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 1 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 S. Spiegel

KAREN SPIEGEL

Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

By Priscilla Passo

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: Jacob Aryeh Swiller, Authorized Signatory

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.)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

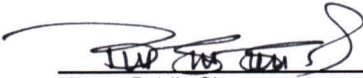
County of Los Angeles }

On February 24, 2021 before me, Brenda L. Cabrera, notary public,
(Here insert name and title of the officer)

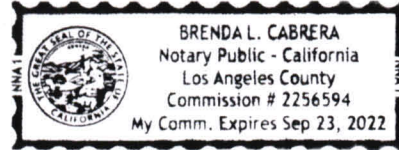
personally appeared Jalob Anyen Swiller,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~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

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

WITNESS my hand and official seal.



Notary Public Signature _____ (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



OWNER:

RENEWABLE RESOURCES GROUP LLC

Dated:

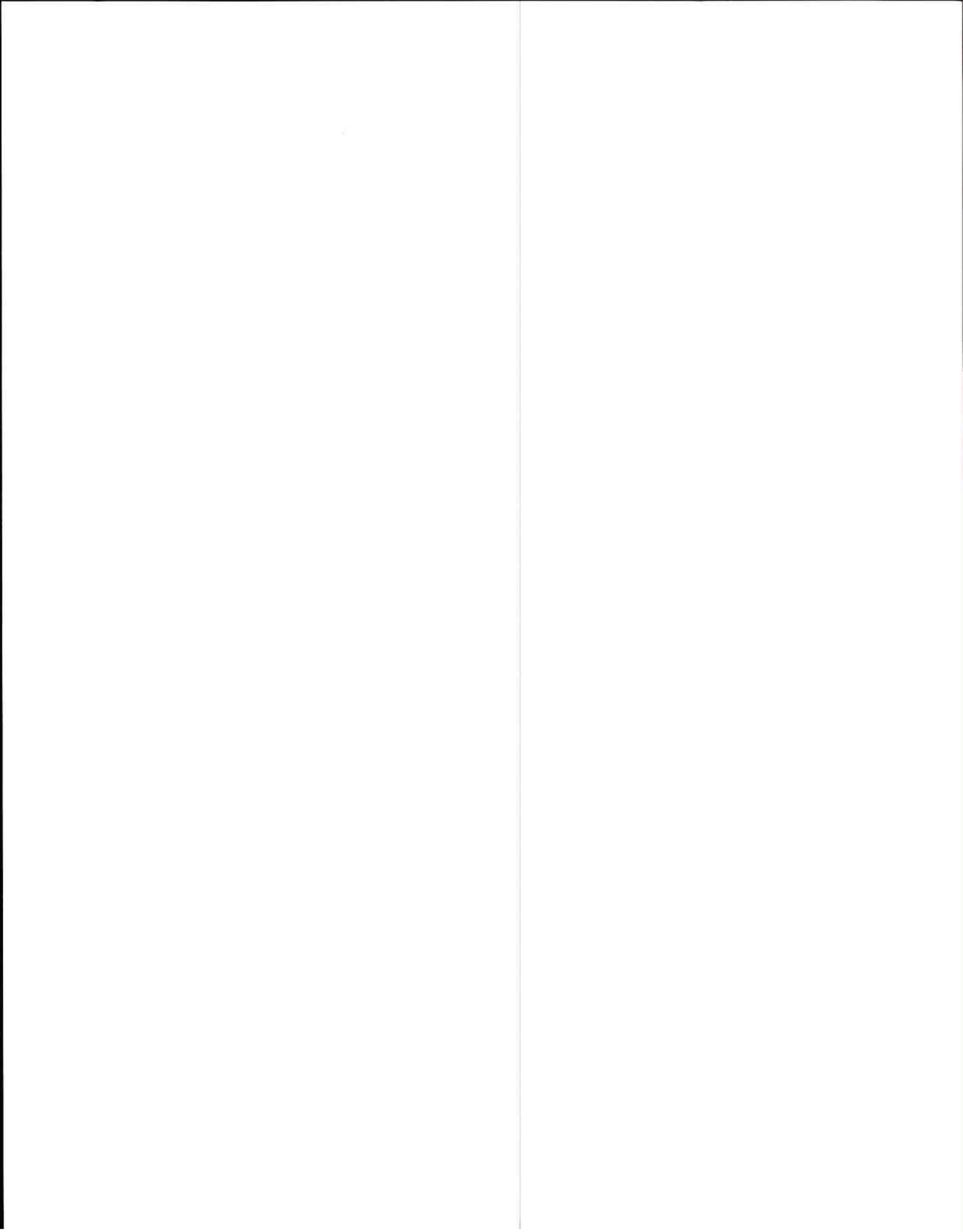
By: _____

Print Name and Title: _____

By: Jennifer Adams

Print Name and Title: Jennifer Adams, General Counsel

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



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

State of California)
) ss.
County of Kern)

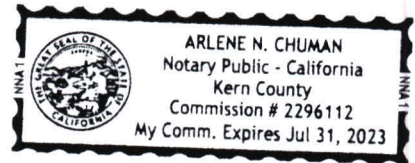
On 02/24, 2021, before me, Arlene N Chuman, Notary Public, personally appeared Jennifer Adams, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Arlene N Chuman

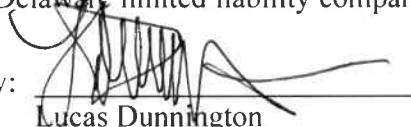
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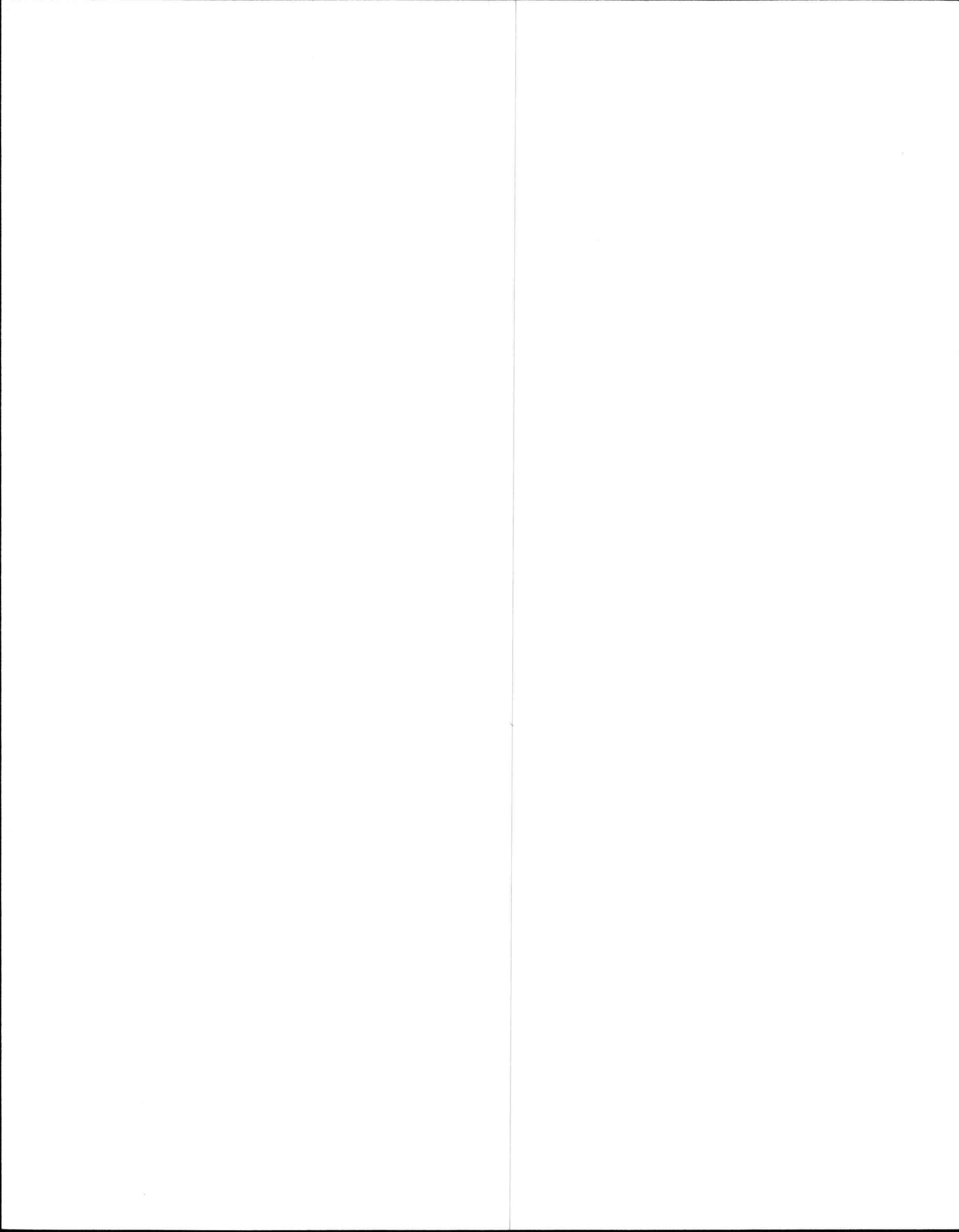
OWNER:

BLYTHE MESA SOLAR II, LLC,
a Delaware limited liability company

By: 
Lucas Dunnington
Chief Operating Officer
Date: 2/23/2021

By: _____
Sheldon Kimber
Chief Executive Officer
Date: _____

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



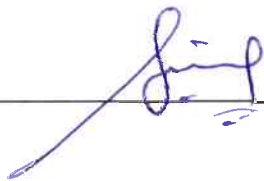
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

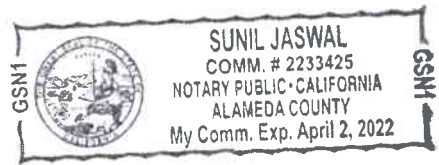
State of California)
) ss.
County of ALAMEDA)

On 02-23, 2021, before me, SUNIL JASWAL, Notary Public, personally appeared LUCAS DUNNINGTON, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature 



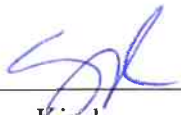
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OWNER:

BLYTHE MESA SOLAR II, LLC,
a Delaware limited liability company

By: _____
Lucas Dunnington
Chief Operating Officer
Date: _____

By:  _____
Sheldon Kimber
Chief Executive Officer
Date: 2/23/2021

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

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


State of California)
) ss.
County of Nevada)

On 2/23/2021, 2021, before me, Stacey M Estrada, Notary Public, personally appeared Sheldon Kimber, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

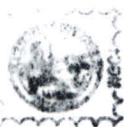
Signature





(Seal)

NOTA YERRE
SERRA
SOMMA EST. MAR.



OWNER:

GILA FARM LAND LLC

Dated:

By:  _____

Print Name and Title: Jacob Argen Swiler, Authorized Signatory

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.)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

On February 24, 2021 before me, Brenda L. Cabrera, notary public,
(Here insert name and title of the officer)

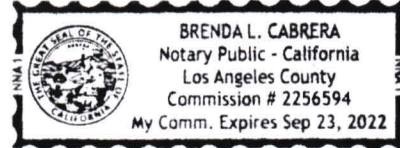
personally appeared Jacob Aryeh Swiller,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s)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

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

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

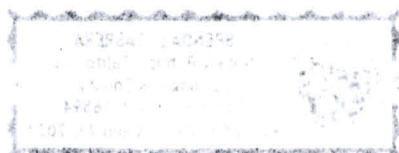
(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



OWNER:

GILA FARM LAND LLC

Dated:

By: _____

Print Name and Title: _____

By: Jennifer Adams

Print Name and Title: Jennifer Adams Authorized Signatory

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

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

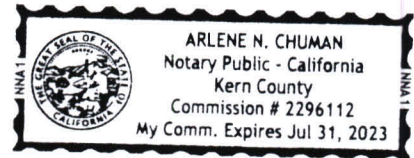
State of California)
) ss.
County of Kern)

On 02/24, 2021, before me, Arlene N Chuman, Notary Public, personally appeared Jennifer Adams, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Arlene N Chuman (Seal)





OWNER:

WOODSPUR FARMING LLC

Dated:

By: 

Print Name and Title: Theodore J. Johnson CEO

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.)

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

State of California)
) ss.
County of Riverside)

On Feb 24, 2021, before me, Maribel Aguilar, Notary Public, personally appeared Theodore Johnson, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Maribel Aguilar



(Seal)



OWNER:

WOODSPUR FARMING LLC

Dated:

By: 

Print Name and Title: ROBERT GAMBORA - CFO

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.)

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

State of California)
) ss.
County of Riverside)

On Feb 23, 2021, before me, Maribel Aguilar, Notary Public, personally appeared Robert D. Gamboa, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Maribel Aguilar



(Seal)

Commission Expires March 10, 2022
RIVERSIDE COUNTY
NOTARY PUBLIC • CALIFORNIA
COMM #220788
MARIBEL AGUILAR



OWNER:

JESUS M. RIVERA

Dated: Feb 24 - 2021

By: Jesus M Rivera

Print Name: Jesus M Rivera

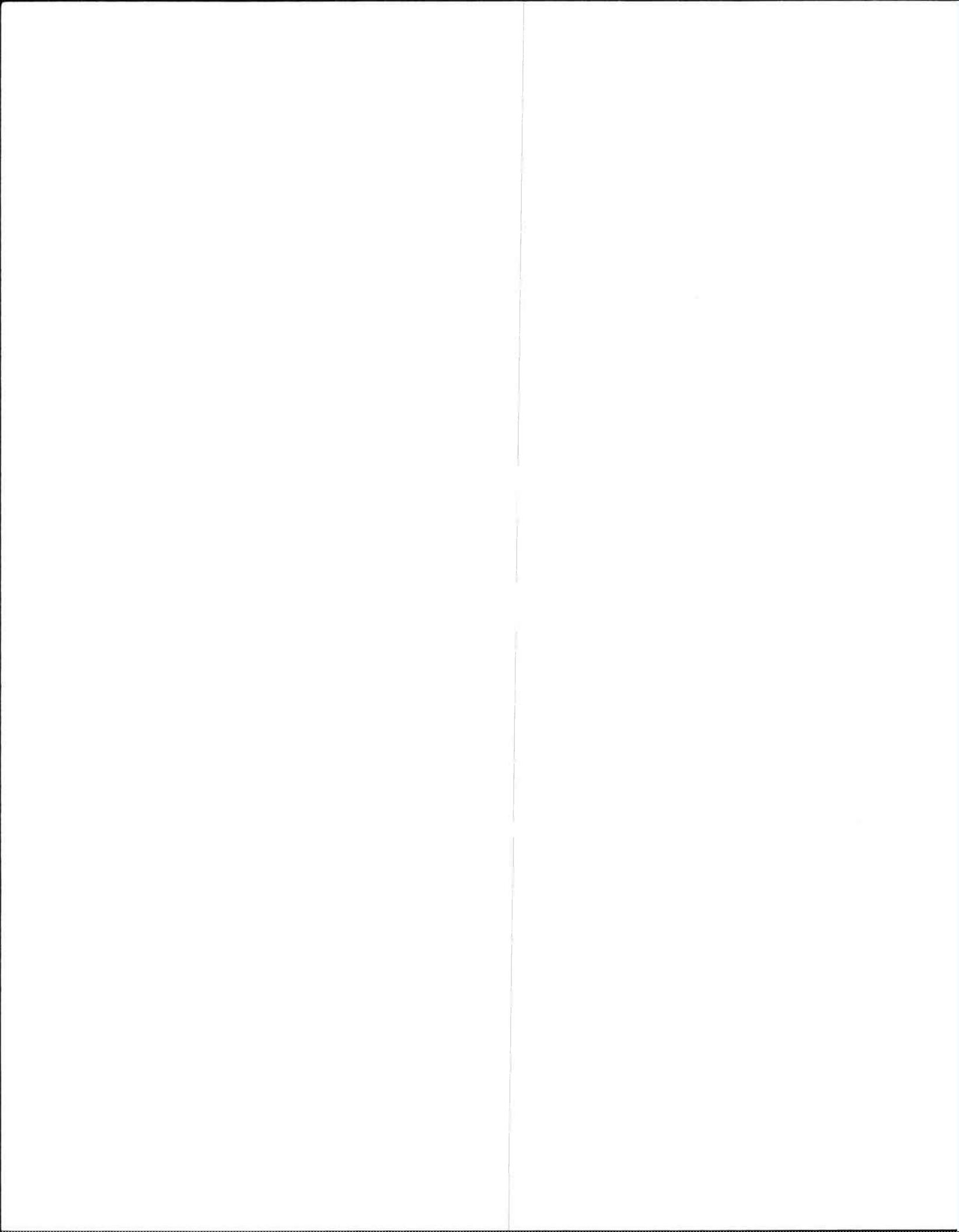
TERESA L. RIVERA

Dated: 2-24-2020

By: Teresa Rivera

Print Name: Teresa Rivera

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



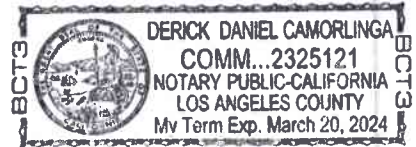
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of San Bernardino)

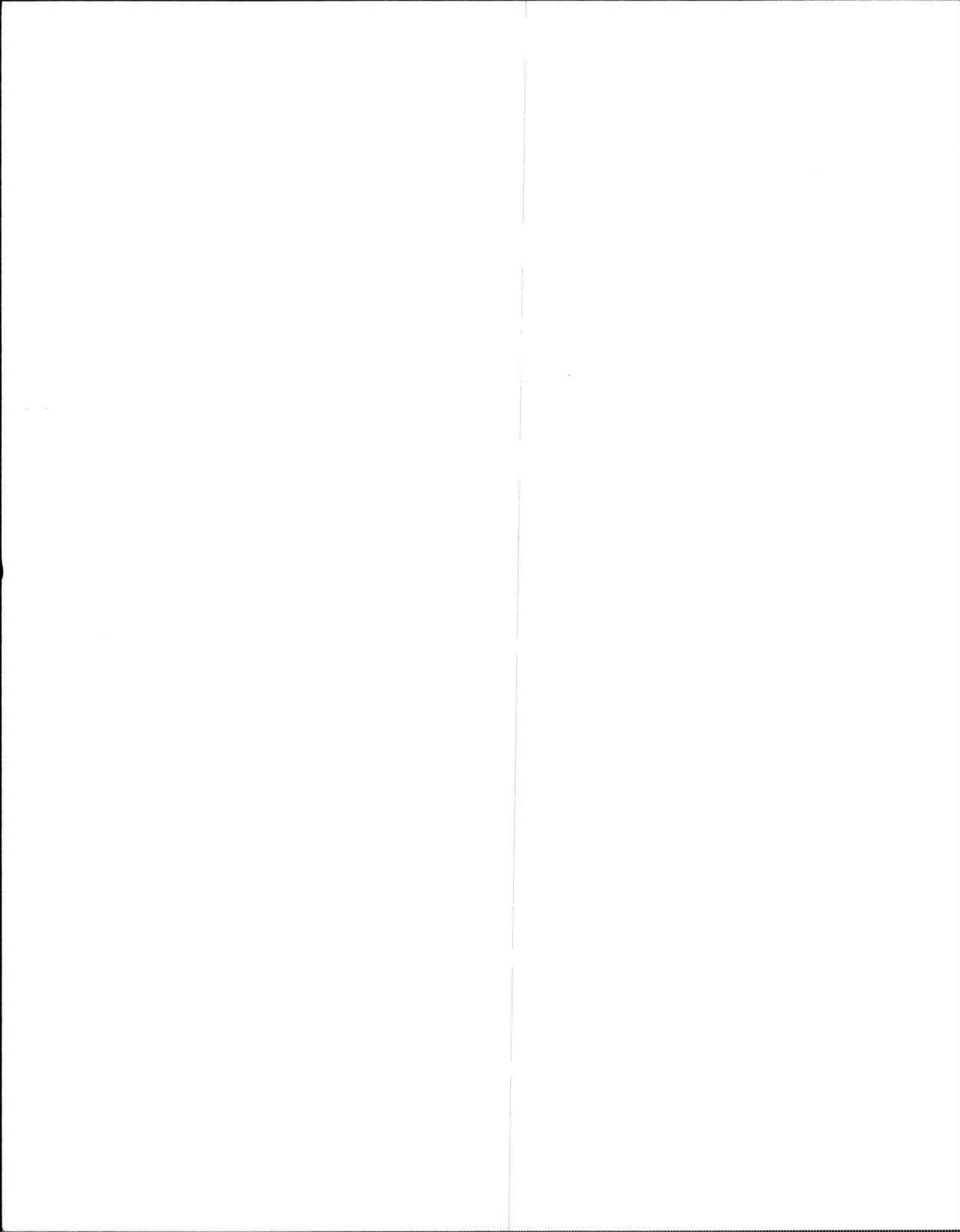
On February 24, 2021, before me, Derick Daniel Camorlinga, Notary Public, personally appeared **JESUS M. RIVERA**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.



Signature  (Seal)



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

State of California)
) ss.
County of San Bernardino)

On February 24, 2021, before me, Derick Daniel Camorlinga, Notary Public, personally appeared **TERESA L. RIVERA**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

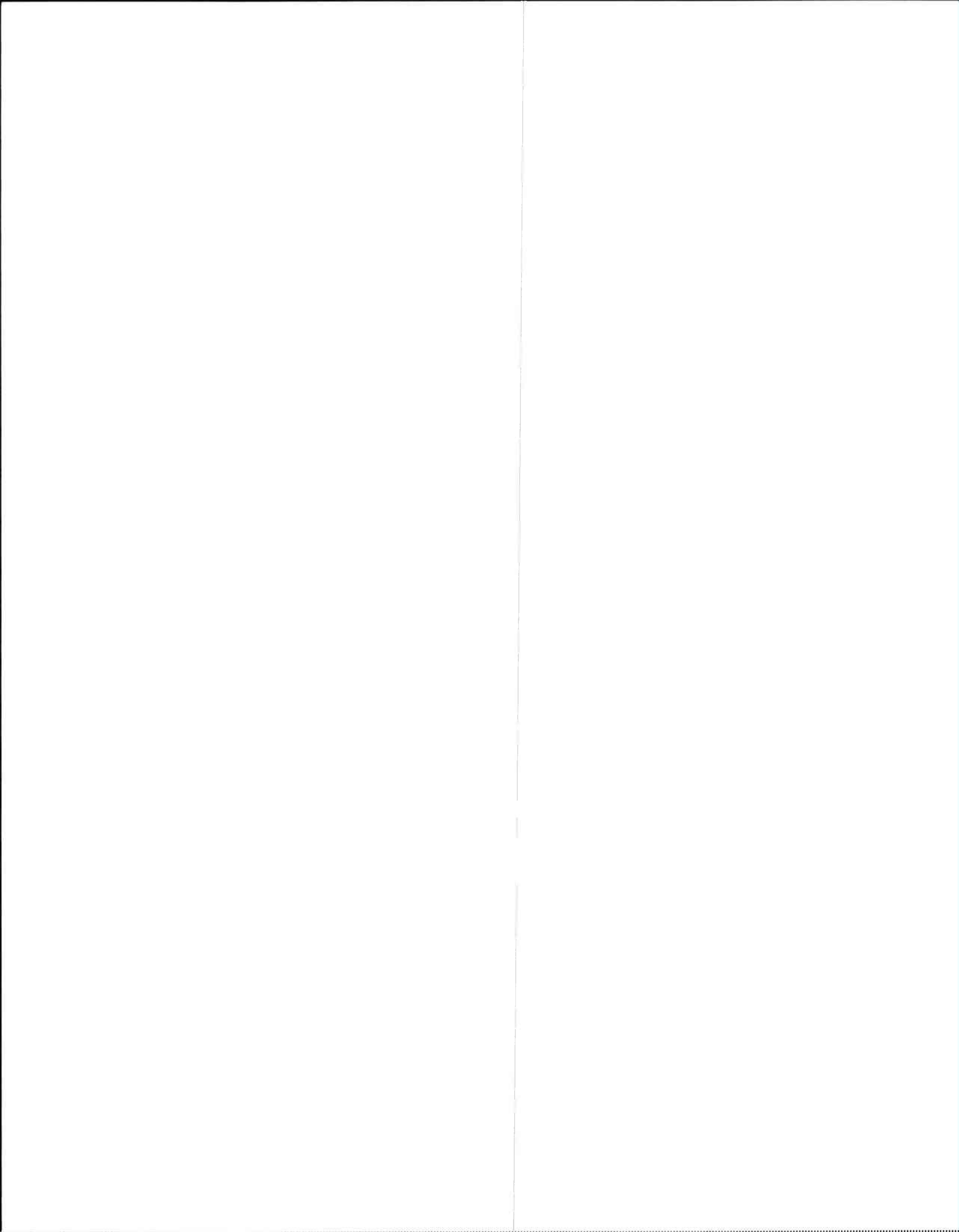
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Signature *Derick Daniel Camorlinga*

(Seal)



OWNER:

CRESENCIO RAMIREZ


Dated: 2/24/2021

By: 

Print Name: Cresencio Ramirez

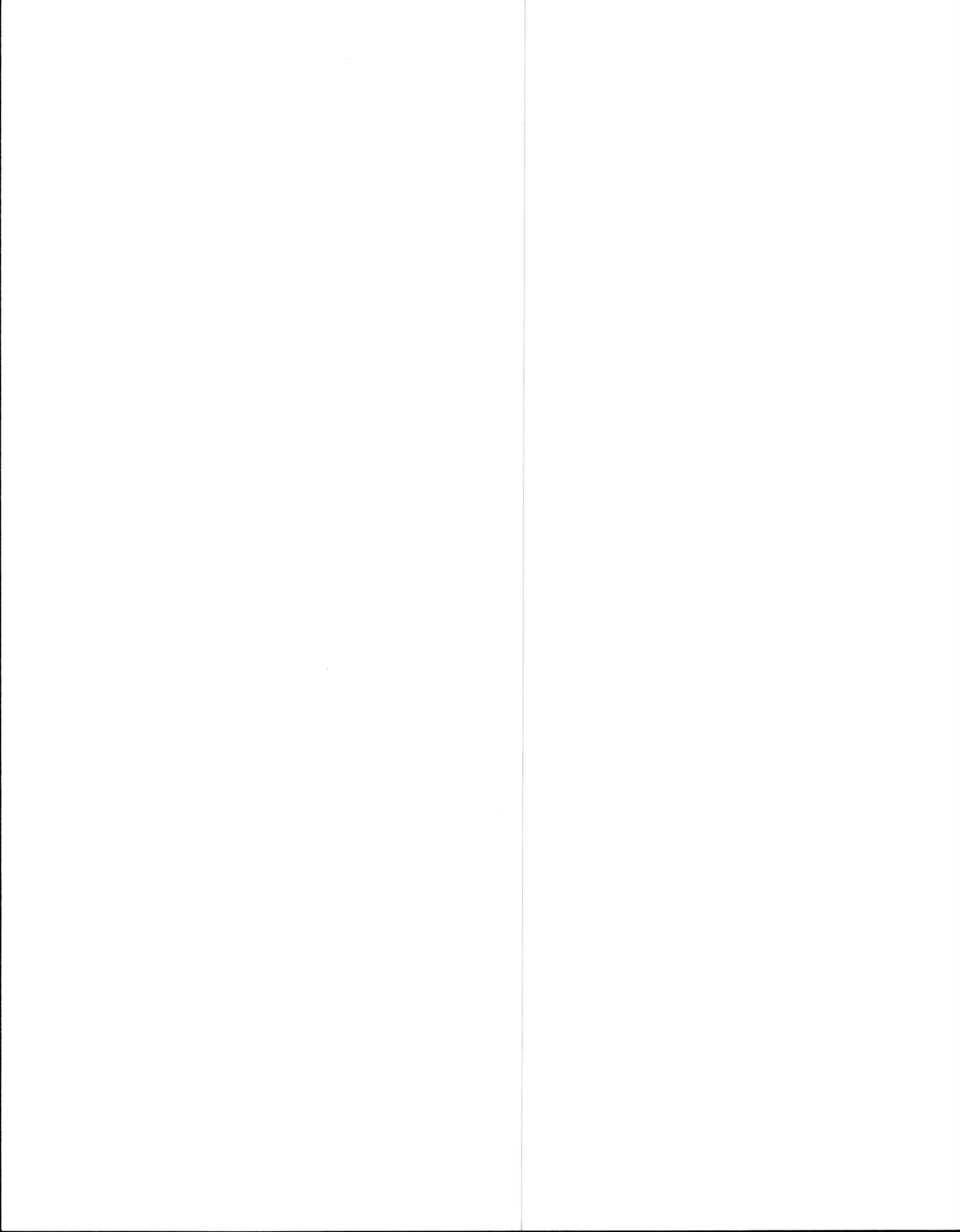
VICTORIA RAMIREZ

Dated: 2/24/2021

By: 

Print Name: Victoria Ramirez

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



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

State of California)
) ss.
County of SAN BERNARDINO

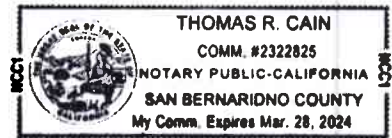
On 02-24-2021, 2021, before me, THOMAS R CAIN, Notary Public, personally appeared **CRESENCIO RAMIREZ** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature *Thomas R Cain*

(Seal)



THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637

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

State of California)
) ss.
County of SAN BERNARDINO

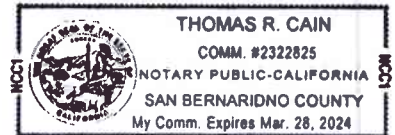
On 02-24-2021, 2021, before me, THOMAS R CAIN, Notary Public, personally appeared **VICTORIA RAMIREZ** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature *Thomas R Cain*

(Seal)



PHOTOGRAPHY
SECTION
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE



Amended and Restated Development Agreement No. 79

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT

A

Legal Descriptions Phase I

Blythe Mesa Solar II, LLC

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Sections 28, 29, and 32 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 9 through Parcel 16 inclusive, Parcel 29 through 32 inclusive and Parcel 38, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 20, 21, 28, and 29 of Township 6 South of Range 22 East of the San Bernardino Meridian, being on the centerline of 10th Avenue, per said Parcel Map No. 14,093;

Thence along the centerline of said 10th Avenue and along the line common to Sections 21 and 28 of said Township North $89^{\circ}12'49''$ East 2640.04 feet;

Thence continuing along the centerline of said 10th Avenue and said common Section line North $88^{\circ}39'57''$ East 2647.05 feet to the intersection with the centerline of Stephenson Boulevard, being the corner common to Sections 21, 22, 27, and 28 of said Township per said Parcel Map;

Thence along the centerline of said Stephenson Boulevard and along the line common to said Sections 27 and 28 South $01^{\circ}08'25''$ East 2642.83 feet;

Thence continuing along the centerline of said Stephenson Boulevard and along said common Section line South $01^{\circ}07'58''$ East 2640.00 feet to the intersection with the centerline of Riverside Avenue, being the corner common to Sections 27, 28, 33, and 34 of said Township;

Thence along the centerline of said Riverside Avenue South $89^{\circ}01'08''$ West 2644.77 feet to the intersection with the centerline of Buck Boulevard, also being the southwest corner of Parcel 30 per said Parcel Map, and also being on the east line of the southwest quarter of said Section 28;

Thence along the centerline of said Buck Boulevard and along said east line North $01^{\circ}09'40''$ West 1315.43 feet to the southeast corner of Parcel 32 per said Parcel Map;

Thence along the south line of said Parcel 32 South $88^{\circ}52'13''$ West 2621.00 feet to the southwest corner of Parcel 32.

Thence along the west line of Parcel 33 per said Parcel Map South $00^{\circ}59'25''$ East 1313.16 feet to the northeast corner of Parcel 38 per said Parcel Map.

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

Thence along the east line of said Parcel 38 South 00°59'26" East 1200.00 feet to the southeast corner of said Parcel 38;

Thence along the south line of said Parcel 38 South 88°43'46" West 1149.87 feet to the southwest corner of said Parcel 38;

Thence along the west line of said Parcel 38 North 00°59'26" West 1200.00 feet to the northwest corner of said Parcel 38;

Thence along the west line of Parcel 9 per said Parcel Map North 00°59'25" West 2625.27 feet;

Thence continuing along the west line of said Parcel 9 North 01°39'21" West 2664.96 feet to the northwest corner of said Parcel 9, being on the centerline of 10th Avenue per said Parcel Map, and also being on the line common to Sections 20 and 29 of said Township;

Thence along the centerline of said 10th Avenue and along said common Section line North 89°13'44" East 1150.00 feet to the **POINT OF BEGINNING**.

Containing 730.2 acres more or less.

The above-described land is graphically shown on Exhibit "B-1A", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 42 through Parcel 46 inclusive, in the City of Blythe, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southwest corner of Parcel 42 per Parcel Map No. 14093 filed in Book 105, Pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County;

Thence along the west line of said Parcel 42 North 00°00'00" East 1009.93 feet to the south line of Hobson Way, 110 feet wide per said Parcel Map, and the southwest corner of Lot E per said Parcel Map;

Thence along the south line of said Hobson Way North 88°18'16" East 4433.28 feet;

Thence continuing along the south line of said Hobson Way North 88°10'12" East 98.07 feet to the beginning of a tangent curve concave to the south having a radius of 34945.00 feet;

Thence continuing along the south line of said Hobson Way easterly along the arc of said curve through a central angle of 0°16'48" a distance of 170.69 feet to the northeast corner of Parcel 46 per said Parcel Map;

Thence along the east line of said Parcel 46 South 01°09'39" East 968.30 feet to the southeast corner of said Parcel 46;

Thence along the south line of said Parcel 46 South 86°43'06" West 264.99 feet to an angle point in the south line of said Parcel 46;

Thence continuing along the south line of said Parcel 46 and along the south line of Parcels 45 and 44 per said Parcel Map South 87°22'15" West 1801.10 feet to an angle point in the south line of said Parcel 44;

Thence continuing along the south line of said Parcel 44 South 75°14'37" West 206.19 feet to an angle point in the south line of said Parcel 44;

Thence continuing along the south line of said Parcel 44 and along the south line of Parcels 43 and 42 per said Parcel Map South 89°16'48" West 2456.64 feet to the **POINT OF BEGINNING**.

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

Containing 109.4 acres more or less.

The above-described land is graphically shown on Exhibit "B-1B", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 40 and 41 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southeast corner of said Parcel 41, thence along the southerly line of said Parcel 41 South 89° 16' 48" West, 555.43 feet to an angle in said southerly line;

Thence continuing along said southerly line and the southerly line of said Parcel 40 South 89° 16' 48" West, 588.26 feet to an angle point in the southerly line of said Parcel 40;

Thence continuing along said southerly line North 88° 20' 44" West, 600.55 feet to an angle point in said southerly line;

Thence continuing along said southerly line South 89° 16' 30" West, 127.09 feet to the southwest corner of said Parcel 40;

Thence along the westerly line of said Parcel 40 North 00° 47' 42" West, 946.83 feet to the southerly line of Hobson Way, 110 feet wide as shown on said Parcel Map, and to the southwest corner of Lot "B" of said Parcel Map;

Thence along said southerly line North 88° 02' 24" East, 1312.48 feet to an angle point in said southerly line;

Thence continuing along said southerly line North 88° 18' 16" East, 572.66 feet to the southeast corner of Lot "D" of said Parcel Map and to the northeast corner of said Parcel 41;

Thence along the easterly line of said Parcel 41 South 00° 00' 01" West, 1009.93 feet to the **POINT OF BEGINNING.**

Containing 42.5 acres more or less.

The above-described land is graphically shown on Exhibit "B-1C", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 39 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the northeast corner of said Parcel 39, thence South 00° 59' 26" East, 789.55 feet along the easterly line of said Parcel 39 to an angle point in said easterly line;

Thence continuing along said easterly South 00° 58' 30" East, 0.50 feet to the northerly line of Hobson Way, 110 feet wide as shown on said Parcel Map, and to the northeast corner of Lot "A" of said Parcel Map;

Thence along said northerly line South 88° 02' 24" West, 1150.02 feet to the northwest corner of said Lot "A" and to the southwest corner of said Lot 39;

Thence along the westerly line of said Parcel 39 North 00° 59' 26" West, 803.89 feet to the northwest corner of said Parcel 39;

Thence along the northerly line of said Parcel 39 88° 43' 46" East, 1149.87 feet to the **POINT OF BEGINNING**.

Containing 21.0 acres more or less.

The above-described land is graphically shown on Exhibit "B-1D", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 25 and 28, in the City of Blythe, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the northeast corner of said Parcel 28, thence along the easterly line of said Parcel 28 South 01° 05' 19" East, 2565.25 feet of Lot "K" of said Parcel Map and to the beginning of non-tangent curve to the left having a radius of 35055.00 feet with a long chord that bears South 88° 18' 38" West, 172.11 feet and from which a radial line bears South 01° 32' 55" East;

Thence along the northerly line of said Lot "K" and the northerly line of Hobson Way, 110 feet wide as shown on said Parcel Map and along the arc of said curve through a central angle of 00° 16' 53" a distance of 172.11 feet;

Thence continuing along the northerly line of said Hobson Way South 88° 10' 12" West, 97.95 feet to an angle point in said northerly line;

Thence continuing along said northerly line South 88° 18' 16" West, 1049.27 feet to northwest corner of said Lot "K" and the southwest corner of said Parcel 25;

Thence along the westerly line of said Parcel 25 North 01° 09' 29" West, 2581.92 feet to the northwest corner of said Parcel 25;

Thence North 89° 01' 08" East, 1322.38 feet to the **POINT OF BEGINNING**.

Containing 78.0 acres more or less.

The above-described land is graphically shown on Exhibit "B-1E", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Sections 11, 12, and 14 of Township 7 South of Range 21 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 1 through Parcel 16 inclusive, of Parcel Map 16,920 filed in Book 112, pages 44 through 49 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the northeast corner of Parcel 13 on said Parcel Map No. 16,920 also being the intersection of the centerline of 16th Avenue with the centerline of Mesa Drive per said Parcel Map and also being the northeast corner of said Section 12;

Thence along the centerline of said Mesa Drive and along the east line of said Section 12 South 00°00'45" East 5283.44 feet to the intersection with the centerline of 18th Avenue, also being the southeast corner of Parcel 16 and also being the southeast corner of said Section 12 per said Parcel Map;

Thence along the centerline of said 18th Avenue and along the line common to Sections 12 and 13 of said Township North 89°50'00" West 2647.30 feet to the intersection with the centerline of Eugene Drive, also being the southwest corner of Parcel 9 and also being the south quarter corner of said Section 12 per said Parcel Map;

Thence continuing along the centerline of said 18th Avenue and along said common Section line North 89°51'34" West 2650.19 feet to the intersection with the centerline of Haig Drive, also being the southeast corner of Parcel 5 and also being the southwest corner of said Section 12 per said Parcel Map;

Thence along the centerline of said Haig Drive and along the line common to said Sections 13 and 14 South 00°00'51" West 1320.34 feet to the southeast corner of Parcel 4 per said Parcel Map and also being the north sixteenth-section corner common to said Sections 14 and 13;

Thence along the south line of said Parcel 4 and along the south line of Parcel 3 of said Parcel Map and along the south line of the north half of the northeast quarter of said Section 14 North 89°54'24" West 2643.95 feet to the southwest corner of said Parcel 3, also being the center north sixteenth-section corner of said Section 14, and to the centerline of Ford Drive per said Parcel Map, and to the west line of said northeast quarter;

Thence along the centerline of said Ford Drive and along said west line North 00°01'06" East 1320.82 feet to the northwest corner of said Parcel 3 also being the one-quarter corner common to said Sections 11 and 14 per said Parcel Map;

Thence continuing along the centerline of said Ford Drive and along the west line of the southeast quarter of said Section 11 North 00°01'02" East 2642.09 feet to the intersection

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

with the centerline of 17th Avenue, also being the northwest corner of Parcel 1 and also being the center-quarter corner of said Section 11 per said Parcel Map;

Thence along the centerline of said 17th Avenue and along the north line of said southeast quarter South 89°52'09" East 2643.43 feet to the intersection with the centerline of said Haig Drive also being the northeast corner of Parcel 6 and also being the one-quarter corner common to said Sections 11 and 12 per said Parcel Map

Thence along the centerline of said Haig Drive and along the line common to said Sections 11 and 12 South 00°00'29" West 1320.42 feet to the northwest corner of Parcel 7 per said Parcel Map, also being the south sixteenth-section corner common to said Sections 11 and 12;

Thence along the north line of said Parcel 7 and along the north line of Parcel 8 of said Parcel Map and along the south line of the north half of the southwest quarter of said Section 12 South 89°51'28" East 2649.46 feet to the northeast corner of said Parcel 8 also being the center-south sixteenth-section corner of said Section 12 and the centerline of said Eugene Drive per said Parcel Map and to the east line of said southwest quarter;

Thence along the centerline of said Eugene Drive and along said east line and along the east line of the northwest quarter of said Section North 00°01'26" West 3961.57 feet to the intersection with the centerline of said 16^h Avenue also being the northwest corner of Parcel 12 and also being the north quarter corner of said Section 12 per said Parcel Map;

Thence along the centerline of said 16^h Avenue and along the north line of said Section 12 South 89°52'00" East 2648.34 feet to the **POINT OF BEGINNING**.

Containing 641.9 acres more or less.

The above-described land is graphically shown on Exhibit "B-1F", being one (1) sheets total, attached hereto and made a part hereof.



END OF DESCRIPTION

Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Tract 61 in Sections 5 and 6 of Township 7 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed December 16, 1919 in the District Land Office, also shown as Parcel 1 through Parcel 9 inclusive, and Parcel 12 through 16 inclusive, of Parcel Map 14,907 filed in Book 87, pages 96 through 98 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the northwest corner of Lot B of said Parcel Map No. 14907 also being the intersection of the centerline of 15th Avenue with the centerline of Mesa Drive per said Parcel Map and also being the one-quarter corner common to Sections 1 and 6 of said Township;

Thence along the centerline of said 15th Avenue and along the north line of said Tract 61 South 89°51'18" East 5447.33 feet to the intersection with the centerline of Rannells Boulevard, also being the northeast corner of Lot K and also being the northeast corner of Tract 61 in said Sections 5 and 6;

Thence along the centerline of said Rannells Boulevard and along the east line of said Tract 61 South 00°03'13" West 2633.76 feet to the intersection with the centerline of 16th Avenue, also being the southeast corner of Lot L and also being the southeast corner of said Tract 61;

Thence along the centerline of said 16th Avenue and along the south line of said Tract 61 South 89°53'56" West 144.28 feet to the corner common to Sections 5, 6, 7, and 8 of said Township per said Parcel Map;

Thence continuing along the centerline of said 16th Avenue and along said south line of said Tract 61 North 89°54'41" West 555.57 feet to the southwest corner of Lot M per said Parcel Map;

Thence along the west line of Lot M North 00°00'00" East 30.00 feet to the northwest corner of Lot M;

Thence along the west line of Parcel 9 per said Parcel Map North 00°00'00" East 1284.07 feet to the northwest corner of said Parcel 9;

Thence along the north line of Parcels 10 and 11 per said Parcel Map North 89°51'18" West 1340.00 feet to the northwest corner of said Parcel 11;

Thence along the west line of said Parcel 11 South 00°00'00" East 1285.39 feet to the southwest corner of said Parcel 11;

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

Thence along the east line of Lot P per said Parcel Map South 00°00'00" East 30.00 feet to the intersection with the centerline of said 16th Avenue, also being the southeast corner of said Lot;

Thence along the centerline of said 16th Avenue and along the south line of said Tract 61 North 89°54'41" West 743.74 feet to the quarter section corner common to Sections 6 and 7 of said Township;

Thence continuing along the centerline of said 16th Avenue and along said south line of said Tract 61 North 89°57'25" West 2661.26 feet to the intersection with the centerline of Mesa Drive, also being the southwest corner of Lot A and also being the southwest corner of said Tract 61;

Thence along the centerline of said Mesa Drive and along the west line of said Section 6 per said Parcel Map North 00°00'00" East 2641.72 feet to the **POINT OF BEGINNING**.

Containing 289.3 acres more or less.

The above-described land is graphically shown on Exhibit "B-1G", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION

Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

A portion of the South Half of the South Half of the South Half of Section 3, the South Half of the South Half of Section 4, the South Half of the South Half of Section 5, the South Half of the Southeast Quarter of Section 6, the Northeast Quarter of Section 7, the Northeast Quarter of the Northeast Quarter of Section 10, the North Half of the North Half of Section 11, the North Half of the Northwest Quarter of Section 12, Township 7 South, Range 21 East, San Bernardino Meridian, County of Riverside, State of California, and shown in Exhibit "A", being a 500 foot wide strip of land, the centerline of which is more particularly described as follows:

BEGINNING a point on the east line of the NW1/4 said section 12, 401.99 feet along said line from the quarter corner common to Sections 1 and 12 of said Township marked with a 2 inch iron pipe with tag marked L.S. 6673, identical with the intersection of the centerline of 16th Avenue with the centerline of Eugene Drive, as shown on Record of Survey 16116 filed in Book 148 of Records of Survey at page 78-81 in the Office of the County Recorder of said County.

Thence from the point of beginning, the following thirteen courses:

1. South 88°45'46" West, a distance of 2342.36 feet to a point that bears South 36°29'45" East a distance of 522.71 feet (L100) from the corner of sections 1, 2, 11, and 12 of said Township marked by a 2 inch iron pipe with tag marked L.S. 6673, as shown on said Record of Survey; and
2. South 88°48'00" West, a distance of 825.90 feet; and
3. South 89°06'00" West, a distance of 1653.77 feet; and
4. South 89°06'04" West, a distance of 784.66 feet to a point that bears South 34°49'21" West a distance of 541.43 feet (L101) from the quarter corner common to sections 1 and 12 of said township marked by a 1 1/2 inch iron pipe with tag marked L.S. 5397, as shown on said Record of Survey; and
5. South 75°58'07" West, a distance of 868.46 feet;
6. South 89°17'27" West, a distance of 1640.09 feet;
7. North 03°44'56" East, a distance of 748.43 feet;
8. North 76°27'13" West, a distance of 1026.62 feet;

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

9. South 89°07'05" West, a distance of 3401.91 feet;
10. South 89°08'59" West, a distance of 753.42 feet to a point that bears North 3°52'02" East a distance of 375.21 feet (L102) from the corner of sections 3, 4, 9, and 10 of said township marked by a 2 1/2 inch brass disc marked U.S. General Land Office Survey 1917, as shown on said Record of Survey; and
11. North 84°39'34" West, a distance of 2644.49 feet;
12. South 89°31'42" West, a distance of 9405.36 feet; and
13. South 00°06'18" East, a distance of 1697.65 feet to a point that bears South 50°58'47" East a distance of 1546.23 feet (L103) from the quarter corner common to sections 6 and 7 of said township marked by a 2 1/2 inch brass disc marked U.S. General Land Office Survey 1917, as shown on said Record of Survey and the point of termination.

The sidelines of said strip shall be lengthened or shortened, as necessary, so as to terminate with the east line of the NW1/4 said section 12.

Together with a parcel of land situated in the Northeast Quarter of said Section 7 and shown in Exhibit "A (sheet 4)", being more particularly described as follows:

COMMENCING at the hereinbefore described point of termination;

Thence, North 89°53'42" East, a distance of 250.00 feet to the **POINT OF BEGINNING** of the herein described parcel;

Thence, along the east line of the hereinbefore described strip of land North 00°06'18" West, a distance of 397.65 feet;

Thence, South 82°15'48" East, a distance of 525.62 feet;

Thence, South 00°07'06" East, a distance of 1063.61 feet;

Thence, South 89°16'04" West, a distance of 122.22 feet;

Thence, North 00°01'42" East, a distance of 743.99 feet;

Thence, South 89°11'04" West, a distance of 400.50 feet to the **POINT OF BEGINNING**.

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

The bearings shown herein are based upon the California Coordinate System of 1983 (CCS83), Zone 6 grid north. Distances shown herein are grid distances (CCS83). The combined factor is 0.99995166. Divide the distances herein by the combined scale factor to obtain ground distances. All distances shown are U.S. survey feet.

Containing 342.2 acres more or less.

The above-described land is graphically shown on Exhibit "B-1H", being four (4) sheets total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

A parcel of land situated in Tract 62 of Section 7, Township 7 South, Range 22 East, San Bernardino Meridian, Riverside County, California being more particularly described as follows:

BEGINNING at the northwest corner of said Tract 62, identical with the intersection of the centerline of 16th Avenue with the centerline of Mesa Drive, as shown on Parcel Map No. 14907 according to the map filed in Book 87, Pages 96 through 98 of Parcel Maps and Parcel Map No. 16,920 filed in Book 112, Pages 44 through 49 of Parcel Maps, in the Office of the County Recorder of said County;

Thence, along the north line of said Tract identical with the centerline of said 16th Avenue, North 89°12'55" East, a distance of 174.59 feet;

Thence, South 44°08'33" West, a distance of 247.00 feet to the west line of said Tract identical with the centerline of said Mesa Drive;

Thence, along said west line, North 00°50'17" West, a distance of 174.88 feet to the **POINT OF BEGINNING**.

The bearings shown herein are based upon the California Coordinate System of 1983(CCS83), Zone 6 grid north. Distances shown herein are grid distances (CCS83). The combined factor is 0.99995166. Divide the distances herein by the combined scale factor to obtain ground distances. All distances shown are U.S. survey feet.

Containing 0.35 acres more or less.

The above-described land is graphically shown on Exhibit "B-1I", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



EXHIBIT

A

Legal Descriptions Phase II

Renewable Resources Group

Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Sections 20, 21 and 22 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 1 through 8, inclusive, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 15, 16, 21 and 22 of Township 6 South of Range 22 East of the San Bernardino Meridian, being the northwest corner of Parcel 4 of said Parcel Map, thence along the north line of said Section 22 and the north lines of Parcel 4, 3, 2 and 1 of said Parcel Map North 89° 59' 55" East, 5116.43 feet to the northeast corner of said Section 22 and the northeast corner of said Parcel 1 as shown on said Parcel Map;

Thence along the easterly line of said Section 22 and the easterly line of said Parcel 1 South 01° 18' 06" East, 1289.56 feet to the southeast corner of said Parcel 1;

Thence along the southerly line of said Parcels 1, 2, 3 and 4 South 89° 43' 51" West, 5104.54 feet to the easterly line of Parcel 5 of said Parcel Map and the southwest corner of said Parcel 4;

Thence along the said easterly line and easterly line of Parcel 6 of said Parcel Map South 01° 47' 56" East, 3941.22 feet to the southeast corner of said Parcel 6 and the corner common to Sections 21, 22, 27 and 28 of Township 6 South of Range 22 East of the San Bernardino Meridian;

Thence along the southerly line of said Section 21 and the southerly line of said Parcel 6 South 88° 39' 57" West, 2647.05 feet to the southwest corner of said Parcel 6 and to the south quarter corner of said Section 21;

Thence continuing along the southerly line of Section 21 and along the southerly lines of Parcels 7 and 8 of said Parcel Map South 89° 12' 49" West, 2640.04 feet to an angle point in the southerly line of said Parcel 8 and to the corner common to Sections 20, 21, 28 and 29 of Township 6 South of Range 22 East of the San Bernardino Meridian;

Thence continuing along the southerly line of said Parcel 8 and the southerly line of said Section 20 South 89° 13' 44" West, 1150.00 feet to the southwest corner of said Parcel 8;

Exhibit "A"
RRG Retained Parcels
Legal Description

Thence along the westerly line of said Parcel 8 North 01° 44' 03" West, 2641.22 feet to the northwest corner of said Parcel 8;

Thence along the northerly line of said Parcel 8 North 89° 14' 00" East, 1150.00 feet to an angle point in said northerly line;

Thence continuing along said northerly line and the northerly line of said Parcel 7 North 89° 05' 16" East, 2641.38 feet to the northeast corner of said Parcel 7 and the southwest corner of said Parcel 5;

Thence along the westerly line of said Parcel 5 North 01° 42' 11" West, 2634.64 feet to the north quarter corner of said Section 21 and the northwest corner of said Parcel 5;

Thence along said northerly line and the northerly line of said Parcel 5 North 89° 14' 41" East, 2638.58 feet to the **POINT OF BEGINNING**.

Containing 702.2 acres more or less.

The above-described land is graphically shown on Exhibit "B-1K", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Section 27 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 12 through 20, inclusive, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 21, 22, 27 and 28 of Township 6 South of Range 22 East of the San Bernardino Meridian, being the northwest corner of said Parcel 12 thence along the north line of said Section 27 and the northerly line of said Parcel 12 North $88^{\circ} 58' 01''$ East, 1267.90 feet to the northwest corner of Parcel 13 of said Parcel Map;

Thence continuing along the northerly line of said Section 27 and the northerly line of said Parcel 13 North $88^{\circ} 52' 20''$ East, 1267.22 feet to the northeast corner of said Parcel 13 and the north quarter corner of said Section 27;

Thence along the easterly lines of said Parcel 13 and Parcels 14, 15 and 16 of said Parcel Map South $01^{\circ} 50' 35''$ East, 2650.90 feet to the southeast corner of said Parcel 16 and the center of said Section 27;

Thence along the southerly line of Parcel 16 South $89^{\circ} 05' 40''$ West, 1283.88 feet to the easterly line of Parcel 17 of said Parcel Map;

Thence along said easterly line and the easterly lines of Parcels 18, 19 and 20 of said Parcel Map South $01^{\circ} 29' 23''$ East, 2631.71 feet to the southeast corner of said Parcel 20;

Thence along the southerly line of said Parcel 20 South $89^{\circ} 18' 49''$ West, 1300.21 feet to the southwest corner of said Parcel 20 and the westerly line of said Section 27;

Thence along the westerly line of said Section 27 and the westerly lines of said Parcels 20, 19, 18 and 17 North $01^{\circ} 07' 58''$ West, 2626.61 feet to the west quarter corner of said Section 27 and to an angle point in the westerly line of said Parcel 17;

Exhibit "A"
RRG Retained Parcels
Legal Description

Thence continuing along the westerly line of said Section 27 and the westerly lines of said Parcel 17 and said Parcel 12 North 01° 08' 25" West, 2642.83 feet to the **POINT OF BEGINNING.**

Containing 233.0 acres more or less.

The above-described land is graphically shown on Exhibit "B-1L", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Sections 27, 33 and 34 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California and in the City of Blythe, State of California, according to the official plat of said land filed in the District Land Office, also shown as Parcels 21 through 25, inclusive, and Parcels 27 and 28 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 27, 28, 33 and 34 of Township 6 South of Range 22 East of the San Bernardino Meridian, being a point on the westerly line of said Parcel 21, thence North 01° 07' 58" West, 13.39 feet to the northwest corner of said Parcel 21;

Thence along the northerly line of said Parcel 21 North 89° 18' 49" East, 1300.21 feet to the northeast corner of said Parcel 21;

Thence along the easterly line of said Parcel 21 South 01° 29' 23" East, 13.38 feet to an angle point in said easterly line and to the northerly line of said Section 34;

Thence continuing along said easterly line and along the easterly lines of Parcel 22 of said Parcel Map South 01° 19' 39" East, 1327.15 feet to the northeast corner of Parcel 23 of said Parcel map;

Thence along the easterly line of said Parcel 23 South 01° 17' 05" East, 1229.33 feet to the northerly line of Hobson Way, 110 feet wide according to said Parcel Map and to the northeast corner of Lot "N" of said Parcel Map;

Thence along said northerly line and northerly lines of said Lot "N" and Lot "M" and Lot "K" of said Parcel Map the following four (4) courses:

1. South 88° 59' 42" West, 977.34 feet to the beginning of a tangent curve to the left having a radius of 35055.00 feet;
2. Thence along the arc of said curve through a central angle of 00° 49' 30" a distance of 504.76 feet;
3. Thence South 88° 10' 12" West, 97.95 feet;
4. Thence South 88° 18' 16" West, 1049.36 feet to the northwest corner of said Lot "K" and to the southwest corner of said Parcel 25;

Thence along the westerly line of said Parcel 25 North 01° 09' 29" West, 760.70 feet to the southeast corner of said Parcel 27;

Exhibit "A"
RRG Retained Parcels
Legal Description

Thence along the southerly line of said Parcel 27 South 88° 43' 46" West, 1322.29 feet to the southwest corner of Parcel 27 and to the centerline of Buck Blvd. according to said Parcel Map;

Thence along the said centerline and the westerly line of said Parcel 27 North 01° 09' 41" West, 1827.89 feet to the northwest corner of said Parcel 27 and to the centerline of Riverside Avenue according to said Parcel Map;

Thence along the northerly line of said Parcel 27 and the northerly line of said Parcel 28 and along the centerline of said Riverside Avenue North 89° 01' 07" East, 2644.85 feet to the **POINT OF BEGINNING**.

Containing 210.5 acres more or less.

The above-described land is graphically shown on Exhibit "B-1M", being two (2) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the City of Blythe, State of California, according to the official plat of said land filed in the District Land Office, also shown as Parcel 26 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, except therefrom that portion of said Parcel 26 conveyed to the United States of America by the Warranty Deed recorded November 1, 1968 as Instrument No. 105219 of Official Records in said Office of the County Recorder described as follows:

BEGINNING at the northeast corner of Lot "H" of said Parcel Map, being the southeast corner of said Parcel 26 and a point on the northerly line of Hobson Way, 110 feet wide according to said Parcel Map, thence along said northerly line South 88° 18' 16" West, 1322.30 feet to the centerline of Buck Blvd as shown on said Parcel Map and to the northwest corner of said Lot "H" and the southwest corner of said Parcel 26;

Thence along said centerline and along the westerly line of said Parcel 26 North 01° 09' 40" West, 770.51 feet to the northwest corner of said Parcel 26;

Thence along the northerly line of said Parcel 26 North 88° 43' 46" East, 454.90 feet to the westerly line of Parcel 1 of said Warranty Deed;

Thence along said westerly line South 00° 58' 14" East, 200.00 feet to the southwest corner of said Parcel 1;

Thence along the southerly line of said Parcel 1 North 88° 43' 46" East, 205.40 feet to the southeast corner of said Parcel 1;

Thence along the easterly line of said Parcel 1 North 00° 59' 14" West, 200.00 feet to the northerly line of said Parcel 26;

Thence along said northerly line North 88° 43' 46" East, 457.24 feet to the westerly line of Parcel 2 of said Warranty Deed;

Thence along said westerly line South 00° 59' 14" East, 200.00 feet to the southwest corner of said Parcel 2;

Thence along the southerly line of said Parcel North 88° 43' 46" East, 205.40 feet to the easterly line of said Parcel 26;

Thence along said easterly line South 01° 09' 29" East, 560.70 feet to the **POINT OF BEGINNING**.

Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Section 28 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 33 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 28, 29, 32 and 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, being the southwest corner of said Parcel 33, thence along the westerly line of said Parcel 33 North 00° 59' 25" West, 1313.16 feet to the northwest corner of said Parcel 33;

Thence along the northerly line of said Parcel 33 North 88° 52' 13" East, 2621.00 feet to the northeast corner of said Parcel 33 and to the centerline of Buck Blvd as shown on said Parcel Map;

Thence along the easterly line of said Parcel 33 and said centerline South 01° 09' 40" East, 1315.43 feet to the southeast corner of said Parcel 33 and to the centerline of Riverside Ave as shown on said Parcel Map;

Thence along the southerly line of said Parcel 33 and said centerline South 88° 55' 12" West, 2624.92 feet to the **POINT OF BEGINNING**.

Containing 79.1 acres more or less.

The above-described land is graphically shown on Exhibit "B-1N", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

Containing 21.4 acres more or less.

The above-described land is graphically shown on Exhibit "B-10", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 40 and 41 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southeast corner of said Parcel 41, thence along the southerly line of said Parcel 41 South 89° 16' 48" West, 555.43 feet to an angle in said southerly line;

Thence continuing along said southerly line and the southerly line of said Parcel 40 South 89° 16' 48" West, 588.26 feet to an angle point in the southerly line of said Parcel 40;

Thence continuing along said southerly line North 88° 20' 44" West, 600.55 feet to an angle point in said southerly line;

Thence continuing along said southerly line South 89° 16' 30" West, 127.09 feet to the southwest corner of said Parcel 40;

Thence along the westerly line of said Parcel 40 North 00° 47' 42" West, 946.83 feet to the southerly line of Hobson Way, 110 feet wide as shown on said Parcel Map, and to the southwest corner of Lot "B" of said Parcel Map;

Thence along said southerly line North 88° 02' 24" East, 1312.48 feet to an angle point in said southerly line;

Thence continuing along said southerly line North 88° 18' 16" East, 572.66 feet to the southeast corner of Lot "D" of said Parcel Map and to the northeast corner of said Parcel 41;

Thence along the easterly line of said Parcel 41 South 00° 00' 01" West, 1009.93 feet to the **POINT OF BEGINNING**.

Containing 42.5 acres more or less.

The above-described land is graphically shown on Exhibit "B-1P", being one (1) sheet total, attached hereto and made a part hereof.



END OF DESCRIPTION

Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of the Southwest Quarter of Section 34, Township 6 South, Range 22 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, lying southerly of the southerly right of way line of Interstate 10, and excepting therefrom that portion of said Southwest Quarter lying easterly of the westerly boundary of the Palo Verdes Irrigation District described as Parcel A in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of Official Records of the Office of the County Recorder of said County; together with the Northwest $\frac{1}{4}$ of Tract No. 57, Section 5, Township 7 South, Range 22 East, San Bernardino Base and Meridian, in said County, as shown on the Independent Resurvey of said Township, accepted by the United State Land Office in May 1919; and together with that portion of the South Half of Tract No. 57, in Section 5, Township 7 South, Range 22 East, San Bernardino Base and Meridian, in said County, as shown by the Independent Resurvey of said Township, accepted by the United States Land Office in May 1919, described as Parcel 1 of Parcel C in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records; and together with that portion of Government Lots 4 and 5, in Section 5, Township 7 South, Range 22 East, San Bernardino Base and Meridian, in said County, approved December 16, 1919 described as Parcel 2 of Parcel C in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records; and together with the Southwest Quarter of the Southeast Quarter of Section 32, Township 6 South, Range 22 East, San Bernardino Base and Meridian, in said County according to the United States Government Survey, excepting therefrom that portion designated for State Highway Purposes, as set forth in that certain Final Order of Condemnation recorded Marcy 27, 1969 as Instrument Number 29939 of said Official Records; and together with that portion of Parcel 11 of Parcel Map 14453, in said County, as shown by Parcel Map on file in Book 100, pages 52 through 58, inclusive, of Parcel Maps of said Official Records described as Parcel E in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records; and together with that portion of Parcel 18 of said Parcel Map 14453, in said County, described as Parcel F in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records; and together with that portion of Government Tract No. 67, in Section 8, Township 7 South, Range 22 East, San Bernardino Base and Meridian, in said County, as shown on the Supplemental Diagram of the Survey of Entries, Independent Resurvey accepted May 10, 1919, by the Government Land Office, lying outside of the Palo Verde Irrigation District Boundary, as that boundary existed on February 12, 1948, excepting therefrom that portion, if any, located in the easterly 1192.6 feet of said Tract No. 67; and together with Parcel 1 through 16, inclusive, and Parcels 19 through 23, inclusive of said Parcel Map 14453, in said County, excepting therefrom that portion of Parcel 11 of said Parcel Map described in the deed recorded October 11, 1988 as Instrument No. 293738 of said Official Records, and pursuant to the Lot Line Adjustment Case No. 2184

Exhibit "A"
RRG Retained Parcels
Legal Description

approved by the Riverside County Planning Department on August 19, 1985; and together with the west 30 feet of the Southwest Quarter of the Southwest Quarter of Section 34, Township 6 South, Range 22 East, San Bernardino Base and Meridian, in said County, excepting therefrom that portion described by the Final Order of Condemnation recorded September 4, 1968 as Instrument No. 85666 of said Official Records; and together with that portion of the North Half of Section 5, Township 7 South, Range 22 East, San Bernardino Base and Meridian described as Parcel J in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records, all being more particularly described as follows:

BEGINNING at a found 2 ½" inch brass disc stamped "TR. 59 TR. 57 TR. 61 TR. 66 1917" marking the southwest corner of said Tract 57, and as shown on said Parcel Map 14453, thence along the westerly line of said Tract 57 North 00° 44' 36" West, 2623.40 feet to the northeast corner of said Tract 57;

Thence along the northerly line of Tract 57 North 89° 18' 50" East, 1335.73 feet to the northeast corner of the Northwest Quarter of said Tract 57;

Thence along the easterly line of said Northwest Quarter South 00° 46' 24" East, 1310.63 feet (L1) to the northerly line of the South Half of said Tract 57;

Thence along said northerly line North 89° 16' 19" East, 1336.21 feet (L2) to the easterly line of said Tract 57;

Thence along said easterly line North 00° 48' 47" West, 1309.59 feet (L3) to the southerly line of the Southwest Quarter of the Southeast Quarter of said Section 32;

Thence along said southerly line South 89° 18' 33" West, 175.01 feet (L4) to southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 32;

Thence along the westerly line of the Southwest Quarter of the Southeast Quarter of said Section 32 North 00° 36' 55" West, 1234.35 feet to the southerly line of said State Highway;

Thence along said southerly line the following eight (8) courses:

1. North 89° 16' 47" East, 242.77 feet (L5);
2. Thence North 73° 54' 12" East, 207.43 feet (L6);
3. Thence North 89° 16' 46" East, 1000.76 feet (L7);

Exhibit "A"
RRG Retained Parcels
Legal Description

4. Thence North 86° 52' 58" East, 600.62 feet (L8);
5. Thence North 89° 16' 44" East, 3600.09 feet;
6. Thence South 76° 41' 29" East, 206.22 feet (L9);
7. Thence South 88° 48' 43" East, 1801.10 feet;
8. Thence South 89° 05' 04" East, 1234.26 feet to the westerly boundary of said Palo Verdes Irrigation District;

Thence leaving said southerly line and along said westerly line South 20° 09' 20" West, 1255.03 feet to the southerly line of said Section 34;

Thence along said southerly line South 89° 37' 32" West, 509.09 feet (L10) to the southwest corner of said Section 34 and to the northeast corner of Parcel 6 of said Parcel Map 14453;

Thence along the easterly line of said Parcel 6 South 01° 26' 52" East, 1306.40 feet to an angle point in the boundary line of said Parcel 6;

Thence along the southeasterly line of said Parcel 6 South 32° 40' 21" West, 1558.67 feet to an angle point in the boundary line of said Parcel 6;

Thence along the southerly line of said Parcel 6 South 89° 18' 59" West, 458.77 feet (L11) to the corner common to Parcel 6, 7 and 16 or said Parcel Map;

Thence along the easterly line of said Parcel 16 South 00° 56' 27" East, 1321.21 feet to the southeast corner of said Parcel 16;

Thence along the southerly line of said Parcel 16 and Parcel 15 of said Parcel Map South 89° 03' 25" West, 2640.32 feet to the easterly line of Parcel 14 of said Parcel Map;

Thence along the westerly line of said Parcel 14 South 01° 31' 50" East, 1303.16 feet to the southeast corner of said Parcel 14;

Thence along the southerly line of said Parcel 14 South 89° 06' 19" West, 1351.79 feet (L12) to intersection of the centerlines of Keim Blvd and 16th Avenue, both 60 feet wide, as shown on said Parcel Map;

Thence along the centerline of said Keim Blvd South 03° 25' 39" East, 1321.53 feet (L13) to the southeast corner of said Parcel F;

Exhibit "A"
RRG Retained Parcels
Legal Description

Thence along the southerly line of said Parcel F South 89° 08' 23" West, 662.21 feet (L14) to the southeast corner of Parcel 19 of said Parcel Map;

Thence along the southerly line of said Parcel 19 and Parcel 20 of said Parcel Map South 89° 08' 23" West, 806.40 feet (L15) to said Palo Verde Irrigation District Boundary;

Thence along said Palo Verde Irrigation District Boundary South 70° 05' 55" West, 4046.89 feet to the westerly line of said Government Tract No. 67;

Thence along said westerly line North 00° 52' 05" West, 1320.28 feet to the northwest corner of said Government Tract No. 67;

Thence along the northerly line of said Government Tract No. 67 North 89° 08' 23" East, 1321.08 feet to the southwest corner of Parcel 23 of said Parcel Map;

Thence along the westerly line of said Parcel 23 North 01° 16' 12" West, 1321.76 feet to the southerly line of Parcel 12 of said Parcel Map;

Thence along the southerly line of said Parcel 12 and said Parcel 11 South 89° 13' 07" West, 1224.19 feet to the southwest corner of said Parcel 11;

Thence along the westerly line of said Parcel 11 North 00° 46' 19" West, 2633.76 feet to the **POINT OF BEGINNING**;

Containing 1476.5 acres more or less.

The above-described land is graphically shown on Exhibit "A-1Q", being five (5) sheets total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/26/2021



Amended and Restated Development Agreement No. 79

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

EXHIBIT

B

Phase I Plats

Blythe Mesa Solar II, LLC

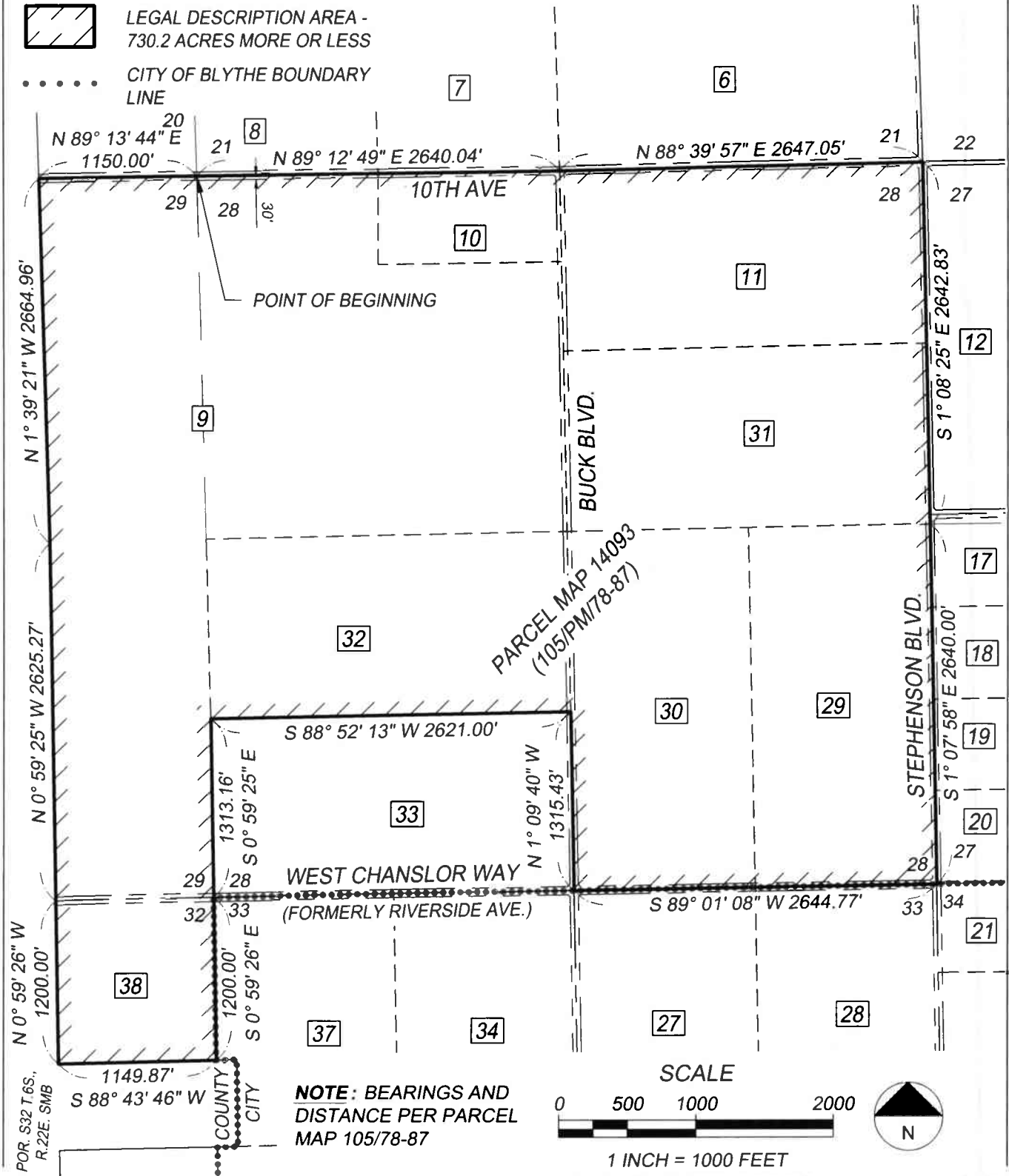
LEGEND



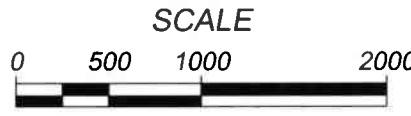
LEGAL DESCRIPTION AREA -
730.2 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**



1 INCH = 1000 FEET



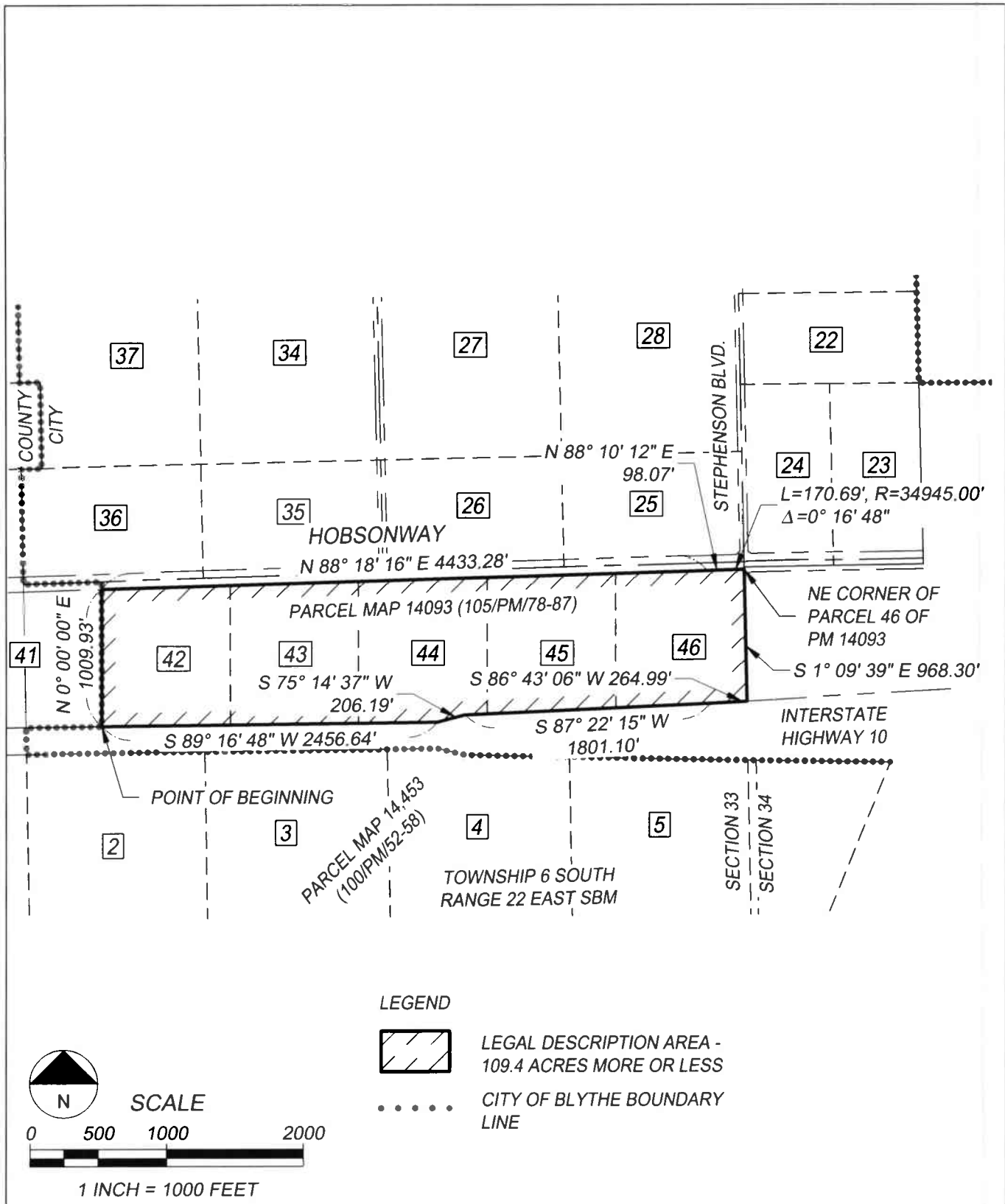
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EXHIBIT "B-1A"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1A"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBV
DATE :	02/16/2021
SCALE :	1" = 1000'

LAYOUT NAME: GILA NORTH 0001 COUNTY PARCEL 9-11 29-32 38 PROJ+MITI




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EXHIBIT "B-1B"
 BLYTHE MESA SOLAR II, LLC
 IN THE CITY OF BLYTHE, CA
 SHEET 1 OF 1 OF EXHIBIT "B-1B"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 1000'

LAYOUT NAME: GILA NORTH 0002 CITY PARCEL 42-46 PROJ

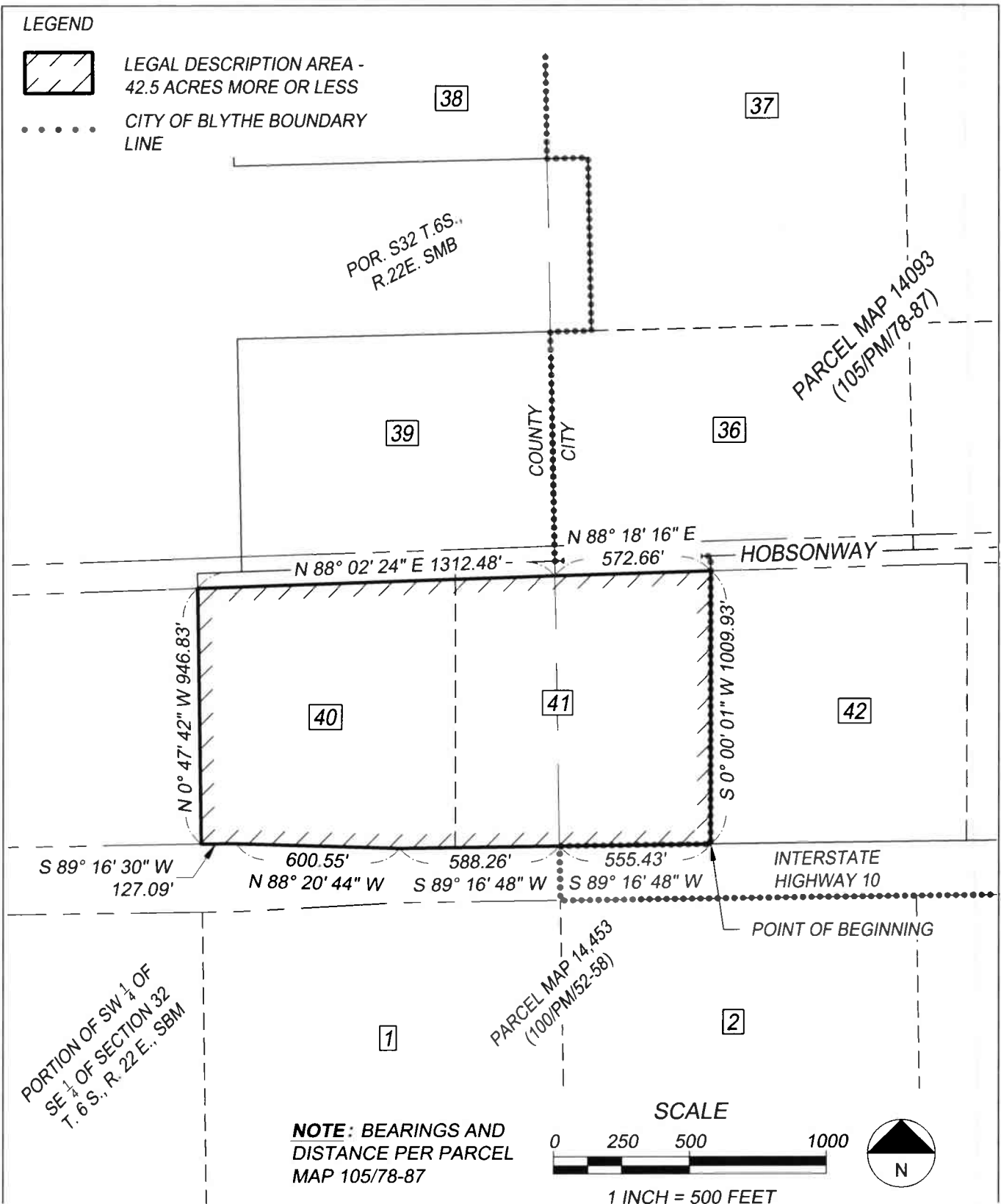
LEGEND



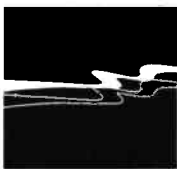
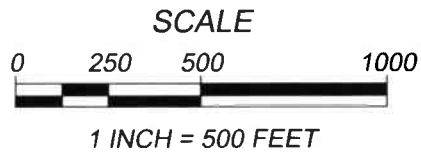
LEGAL DESCRIPTION AREA -
42.5 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**



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EXHIBIT "B-1C"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1C"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 500'

LAYOUT NAME: GILA NORTH 0003 COUNTY PARCEL 40 41 MV

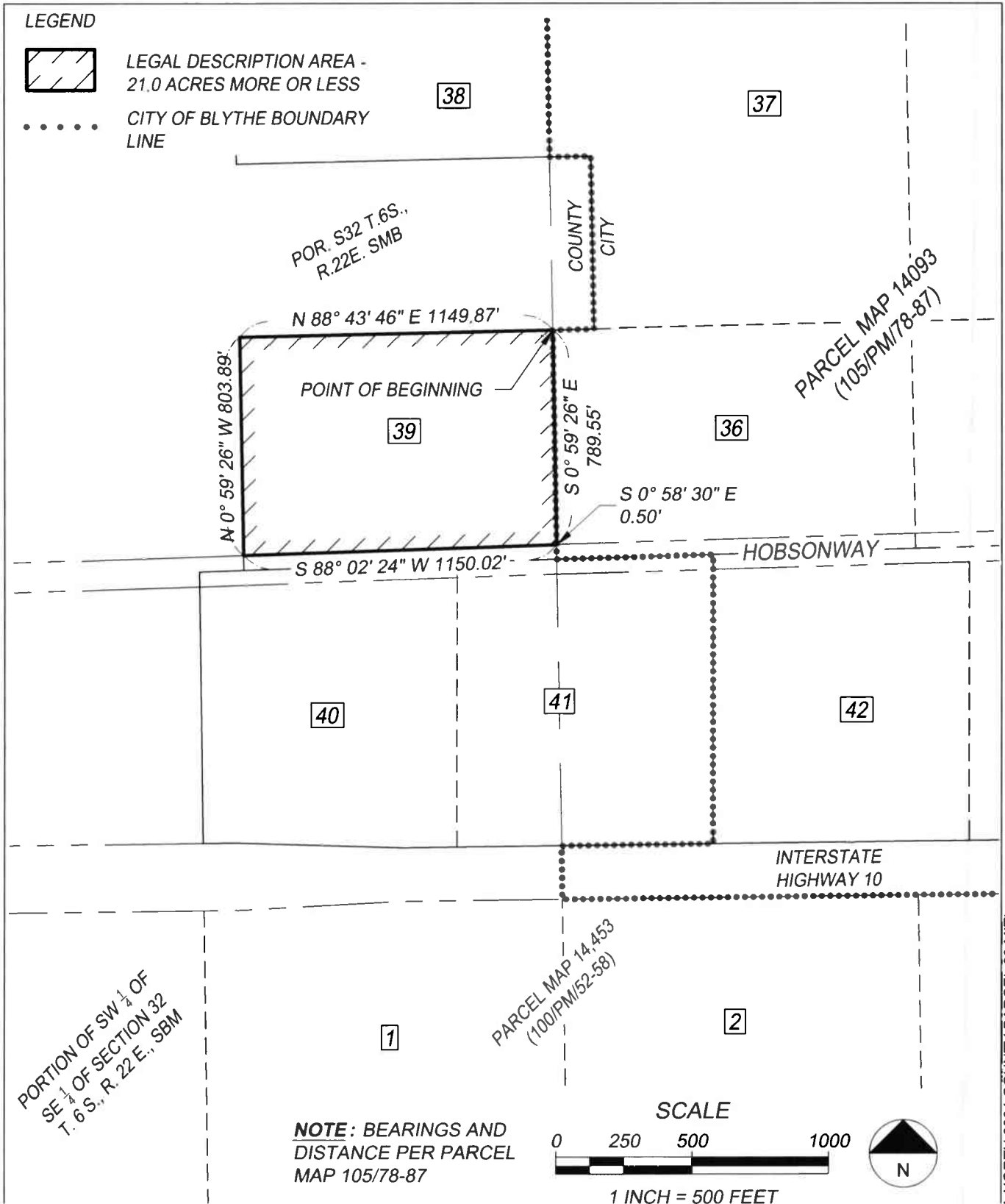
LEGEND



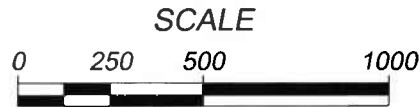
LEGAL DESCRIPTION AREA -
21.0 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87



1 INCH = 500 FEET



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EXHIBIT "B-1D"

BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1D"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 500'

LAYOUT NAME: GILA NORTH 0004 COUNTY PARCEL 39 MITT

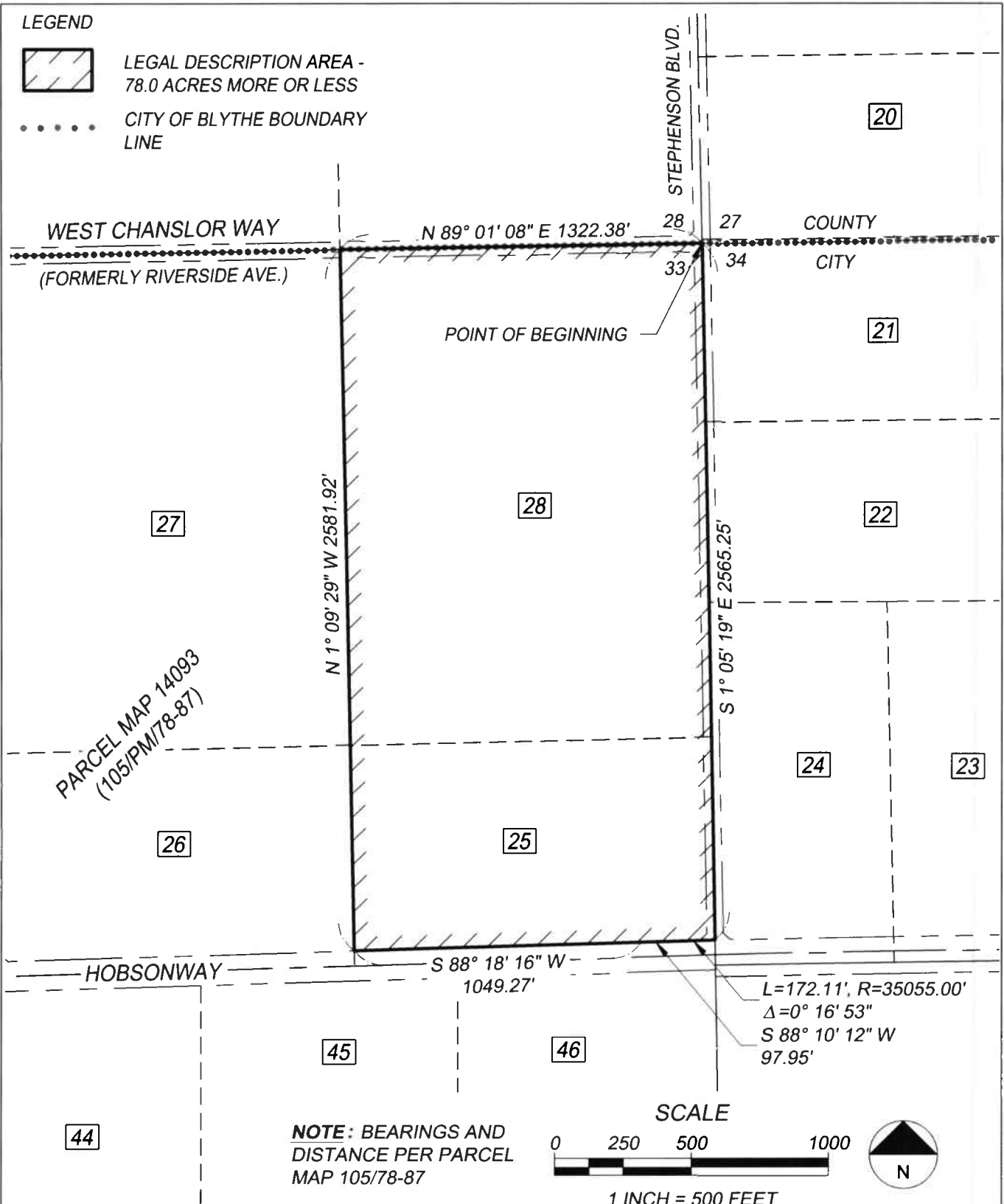
LEGEND



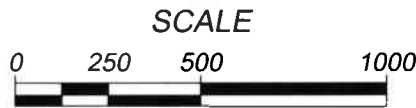
LEGAL DESCRIPTION AREA -
78.0 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87



1 INCH = 500 FEET



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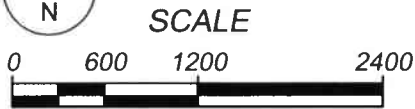
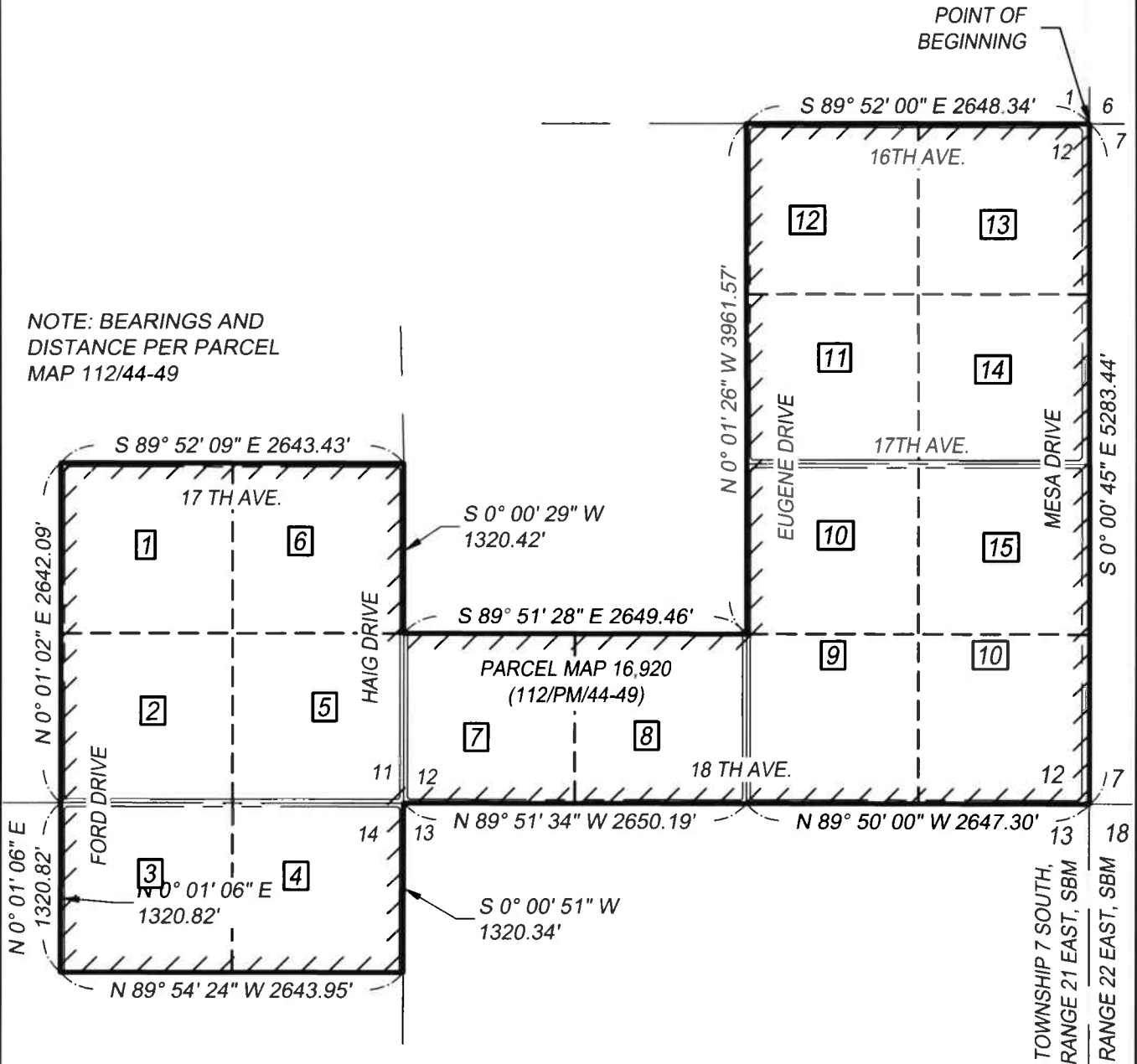
EXHIBIT "B-1E"

BLYTHE MESA SOLAR II, LLC
IN THE CITY OF BLYTHE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1E"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 500'

LAYOUT NAME: GILA NORTH 0005 CITY PARCEL 25 28 MITI

NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 112/44-49



1 INCH = 1200 FEET

LEGEND



LEGAL DESCRIPTION AREA -
641.9 ACRES MORE OR LESS



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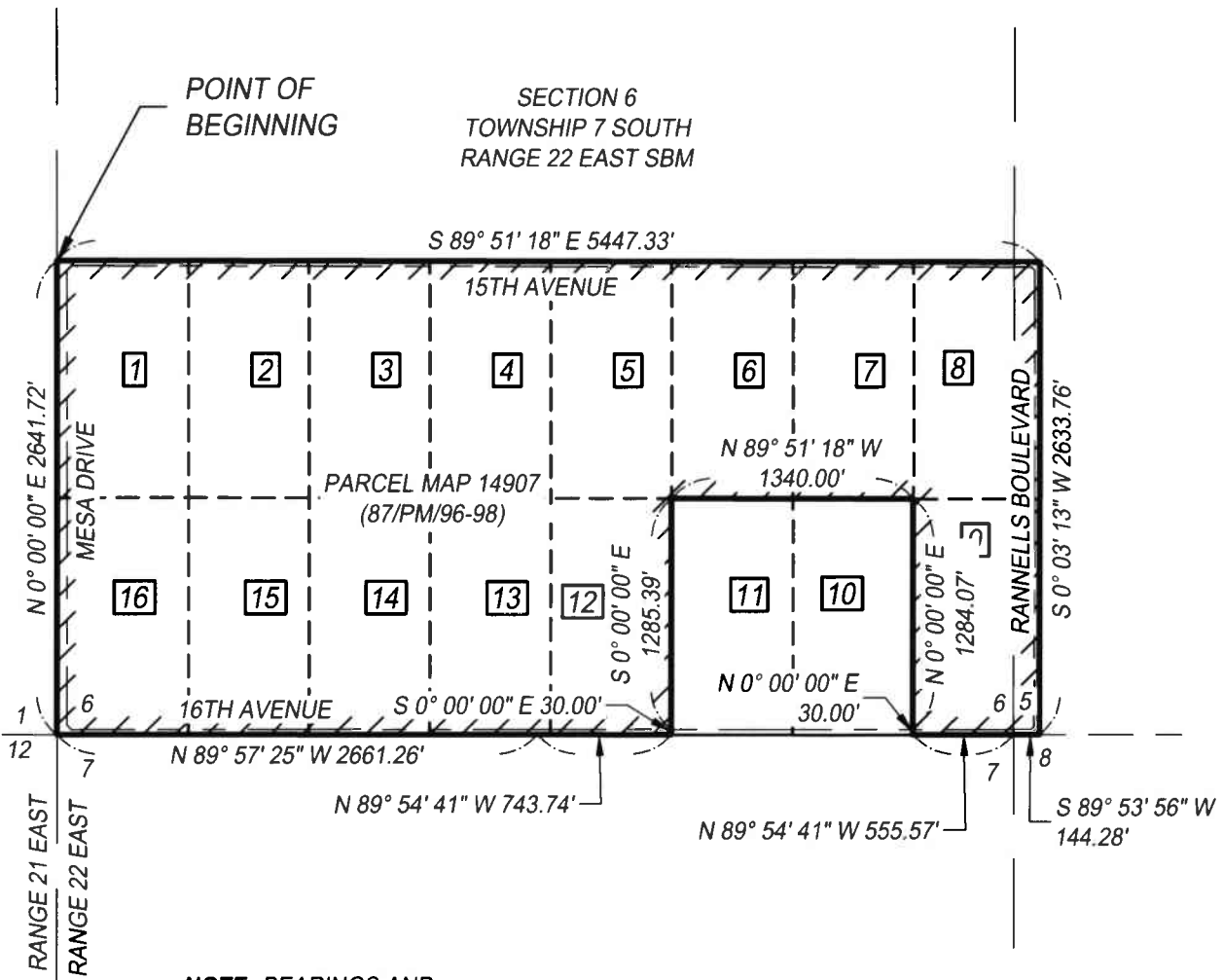
EXHIBIT "B-1F"

BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1F"

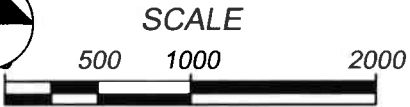
JOB No. :	1573-0001
DRAWN BY:	DRAWNBV
DATE :	02/16/2021
SCALE :	1" = 1200'

LAYOUT NAME: GILA SOUTH

SECTION 6
TOWNSHIP 7 SOUTH
RANGE 22 EAST SBM

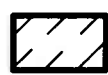


NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 14,907 87/96-98



1 INCH = 1000 FEET

LEGEND



LEGAL DESCRIPTION AREA -
289.3 ACRES MORE OR LESS



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EXHIBIT "B-1G"

BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1G"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 1000'

LAYOUT NAME: RIVERA


LEGEND

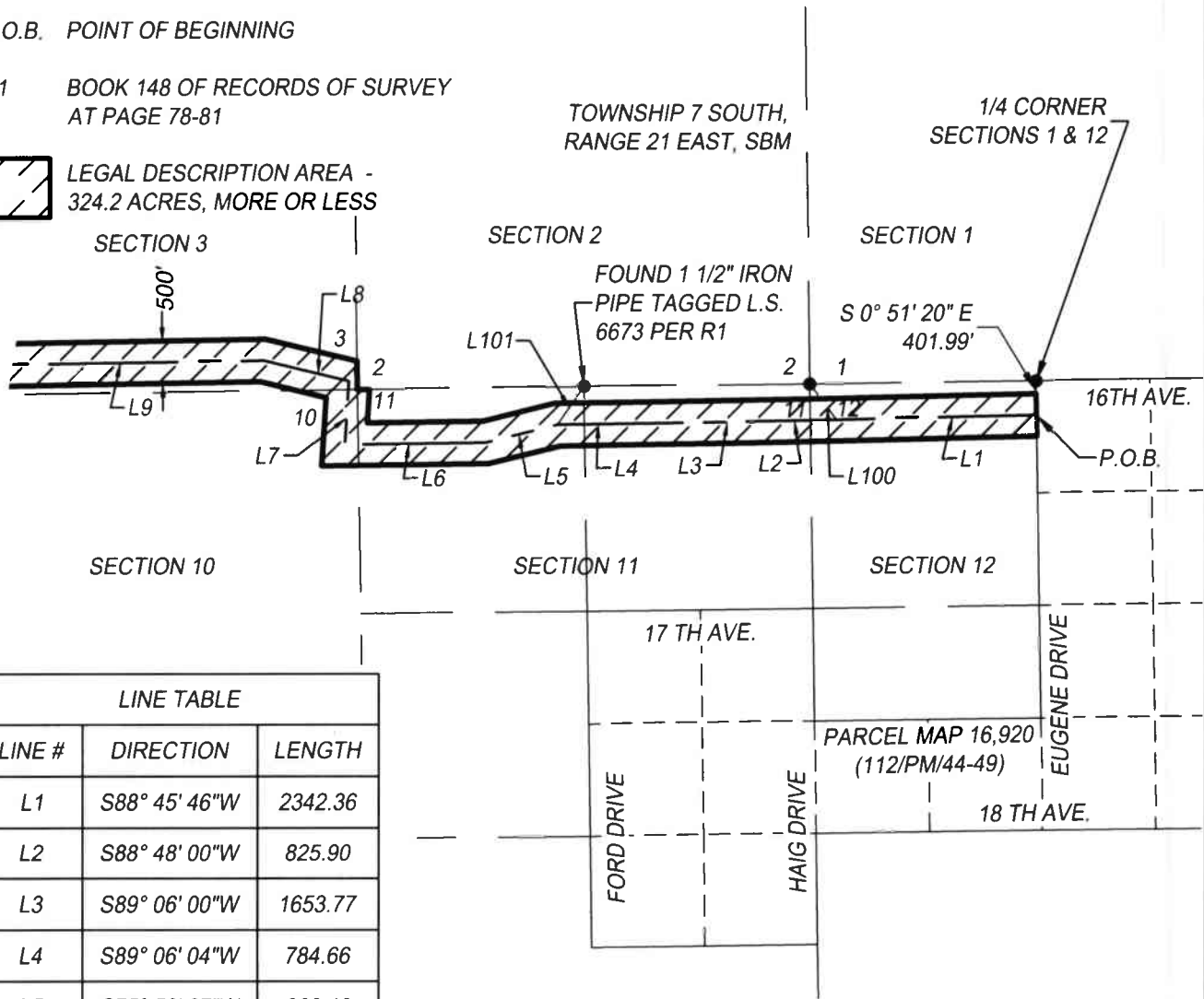
● FOUND 2" IRON PIPE TAGGED L.S. 6673 PER R1
UNLESS NOTED OTHERWISE

P.O.T. POINT OF TERMINATION

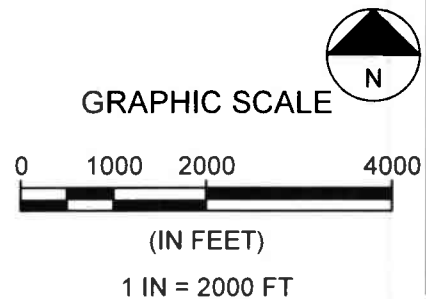
P.O.B. POINT OF BEGINNING

R1 BOOK 148 OF RECORDS OF SURVEY
AT PAGE 78-81

 LEGAL DESCRIPTION AREA -
324.2 ACRES, MORE OR LESS



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88° 45' 46"W	2342.36
L2	S88° 48' 00"W	825.90
L3	S89° 06' 00"W	1653.77
L4	S89° 06' 04"W	784.66
L5	S75° 58' 07"W	868.46
L6	S89° 17' 27"W	1640.09
L7	N3° 44' 56"E	748.43
L8	N76° 27' 13"W	1026.62
L9	S89° 07' 05"W	3401.91
L100	S36° 29' 45"E	522.71
L101	S34° 49' 21"W	541.43



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EXHIBIT "B-1H"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 4 OF EXHIBIT "B-1H"

JOB No. : 1573-0001
DRAWN BY: DRAWNBVY
DATE : 02/16/2021
SCALE : 1" = 2000'

LAYOUT NAME: BLM 500 FT STRIP (01)

LEGEND

● FOUND 2" IRON PIPE TAGGED L.S. 6673 PER R1
UNLESS NOTED OTHERWISE

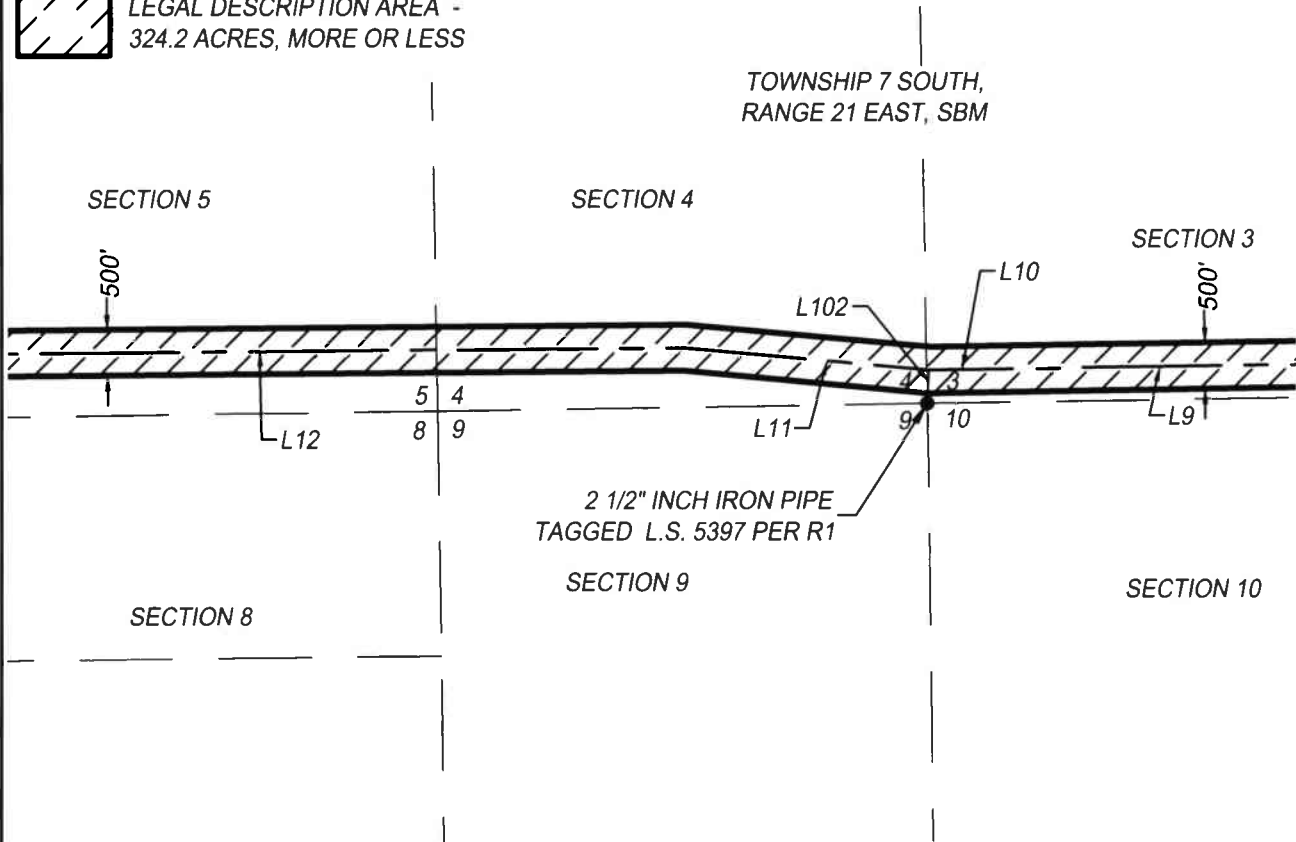
P.O.T. POINT OF TERMINATION

P.O.B. POINT OF BEGINNING

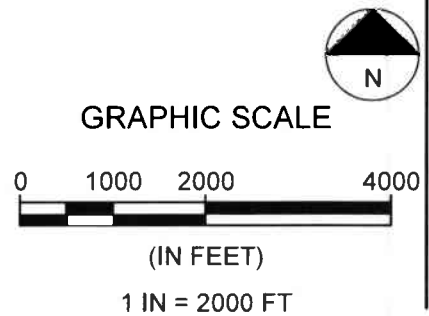
R1 BOOK 148 OF RECORDS OF SURVEY
AT PAGE 78-81



LEGAL DESCRIPTION AREA -
324.2 ACRES, MORE OR LESS



LINE TABLE		
LINE #	DIRECTION	LENGTH
L9	S89° 07' 05"W	3401.91
L10	S89° 08' 59"W	753.42
L11	N84° 39' 34"W	2644.49
L12	S89° 31' 42"W	9405.36
L102	N3° 52' 02"E	375.21



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EXHIBIT "B-1H"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 2 OF 4 OF EXHIBIT "B-1H"

JOB No.: 1573-0001
DRAWN BY: DRAWNBVY
DATE: 02/16/2021
SCALE: 1" = 2000'

LAYOUT NAME: BLM 500 FT STRIP (02)

LEGEND

● FOUND 2" IRON PIPE TAGGED L.S. 6673 PER R1
UNLESS NOTED OTHERWISE

P.O.T. POINT OF TERMINATION

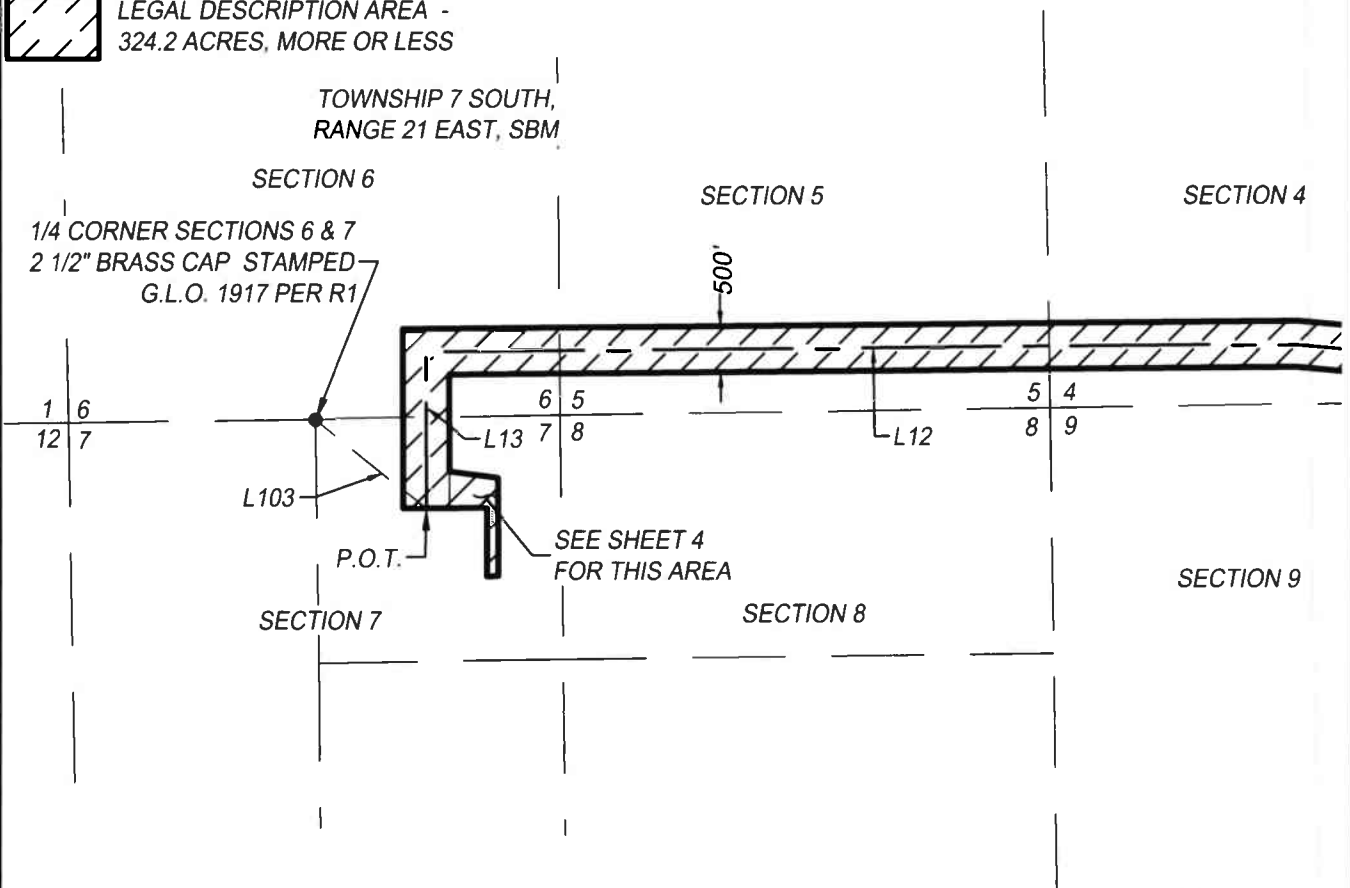
P.O.B. POINT OF BEGINNING

R1 BOOK 148 OF RECORDS OF SURVEY
AT PAGE 78-81



LEGAL DESCRIPTION AREA -
324.2 ACRES, MORE OR LESS

TOWNSHIP 7 SOUTH,
RANGE 21 EAST, SBM



LINE TABLE		
LINE #	DIRECTION	LENGTH
L12	S89° 31' 42"W	9405.36
L13	S0° 06' 18"E	1697.65
L103	S50° 58' 47"E	1546.23



GRAPHIC SCALE



(IN FEET)

1 IN = 2000 FT



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EXHIBIT "B-1H"

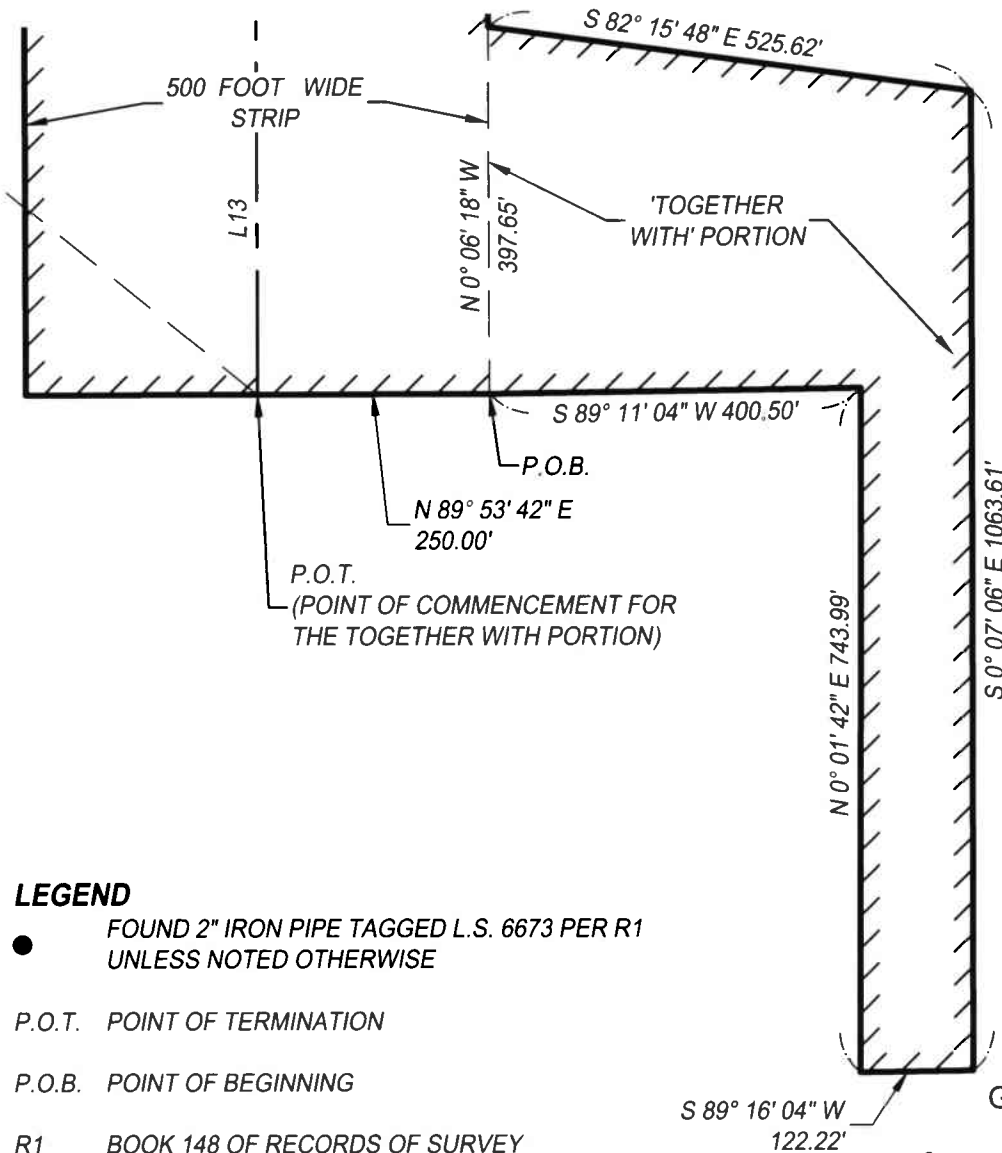
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 3 OF 4 OF EXHIBIT "B-1H"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBV
DATE :	02/16/2021
SCALE :	1" = 2000'

LAYOUT NAME: BLM 500 FT STRIP (03)


LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	S0° 06' 18"E	1697.65

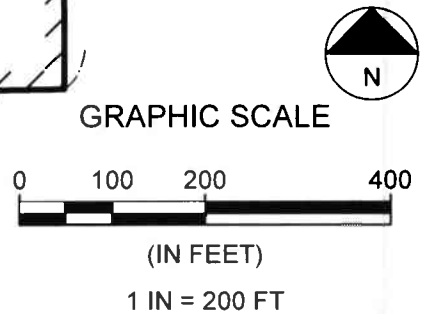
SECTION 7
TOWNSHIP 7 SOUTH,
RANGE 21 EAST, SBM



LEGEND

- FOUND 2" IRON PIPE TAGGED L.S. 6673 PER R1 UNLESS NOTED OTHERWISE
- P.O.T. POINT OF TERMINATION
- P.O.B. POINT OF BEGINNING
- R1 BOOK 148 OF RECORDS OF SURVEY AT PAGE 78-81

 LEGAL DESCRIPTION AREA - 324.2 ACRES, MORE OR LESS



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EXHIBIT "B-1H"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 4 OF 4 OF EXHIBIT "B-1H"

JOB No. : 1573-0001
DRAWN BY: DRAWNBVY
DATE : 02/16/2021
SCALE : 1" = 200'

LAYOUT NAME: BLM 500 FT STRIP (04)

LEGEND



LEGAL DESCRIPTION AREA -
0.35 ACRES, MORE OR LESS

SECTION 1
TOWNSHIP 7 SOUTH,
RANGE 21 EAST, SBM

PARCEL 16
PARCEL MAP
14,907
87/PM/96-98

POINT OF
BEGINNING

MESA DRIVE

LOT "A"

LOT "I"

N 89° 12' 55" E 174.59'

16 TH AVENUE

1

6

12

7

PARCEL 13
PARCEL MAP
16,920
112/PM/44-49

N 0° 50' 17" W 174.88'

S 44° 08' 33" W 247.00'

TRACT 62
SECTION 7
TOWNSHIP 7 SOUTH
RANGE 22 EAST
SBM

RANGE 21 EAST

RANGE 22 EAST

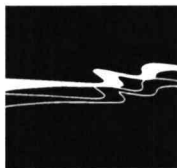


GRAPHIC SCALE



(IN FEET)

1 IN = 60 FT



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EXHIBIT "B-11"

BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 EXHIBIT "B-11"

JOB No. : 1573-0001

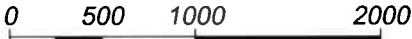
DRAWN BY: DRAWNBV

DATE : 02/16/2021

SCALE : 1" = 60'

LAYOUT NAME: BLM SECTION 7 TRIANGLE (01)

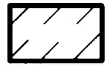
SCALE



1 INCH = 1000 FEET



LEGEND



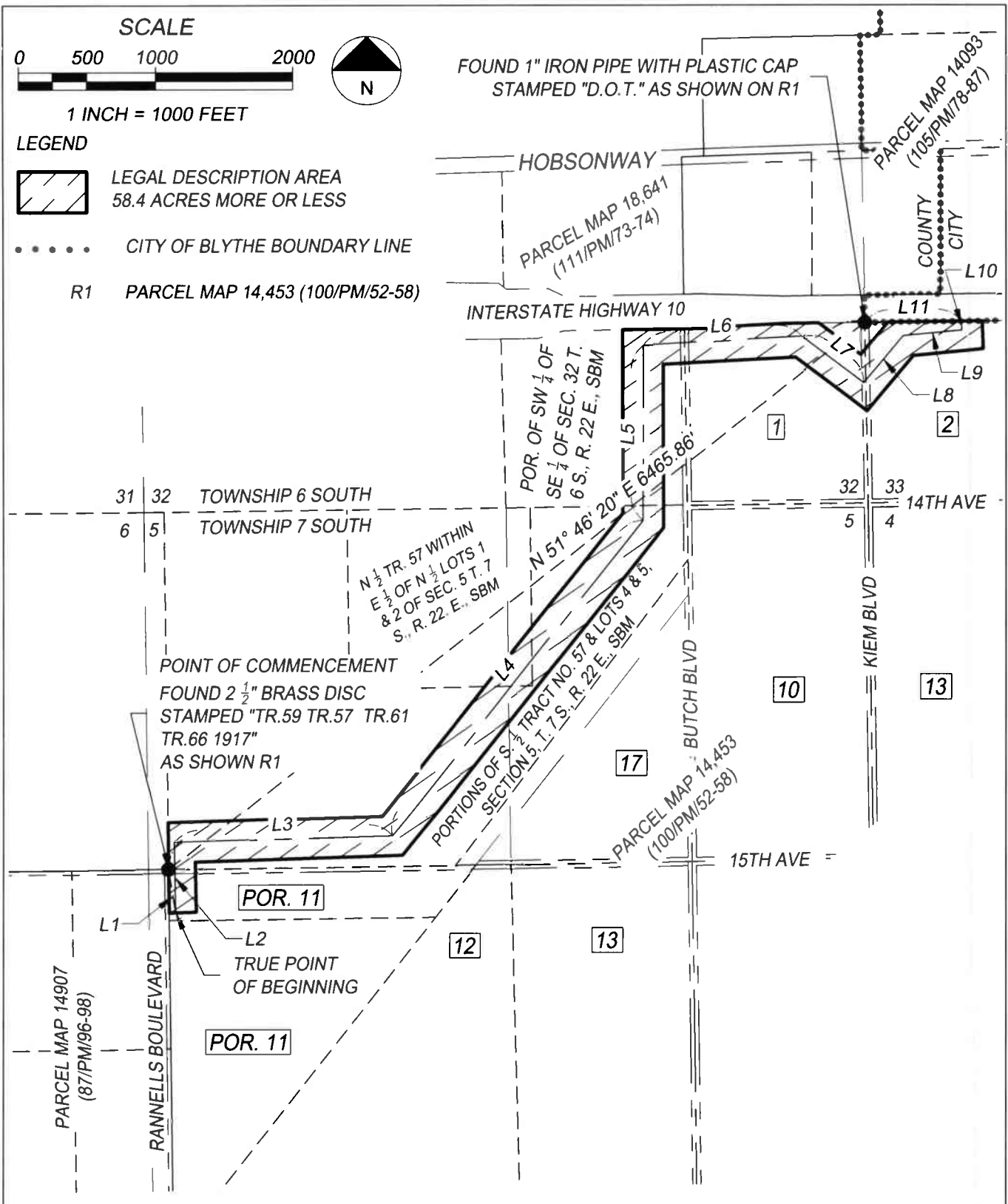
LEGAL DESCRIPTION AREA
58.4 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY LINE

R1 PARCEL MAP 14,453 (100/PM/52-58)

FOUND 1" IRON PIPE WITH PLASTIC CAP
STAMPED "D.O.T." AS SHOWN ON R1



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EXHIBIT "B-1J"

BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 2 OF EXHIBIT "B-1J"

JOB No.:	1573-0001
DRAWN BY:	DRAWNBV
DATE:	02/16/2021
SCALE:	1" = 1000'

LAYOUT NAME: GEN TIE NORTH

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S9° 05' 09"E	324.33
L2	N1° 08' 14"W	518.53
L3	N88° 09' 18"E	1591.84
L4	N38° 24' 23"E	2943.28
L5	N0° 01' 04"W	1282.79
L6	N86° 58' 21"E	1161.35
L7	S53° 10' 11"E	565.31
L8	N40° 09' 35"E	445.27
L9	N84° 19' 35"E	430.97
L10	S2° 03' 15"E	65.40
L11	N89° 16' 24"E	706.53



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EXHIBIT "B-1J"
 BLYTHE MESA SOLAR II, LLC
 IN THE COUNTY OF RIVERSIDE, CA
 SHEET 2 OF 2 OF EXHIBIT "B-1J"

JOB No. : 1573-0001
 DRAWN BY: DRAWNBVY
 DATE : 02/16/2021
 SCALE : 1" = 1000'

LAYOUT NAME: GEN TIE NORTH (2)

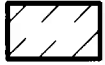
EXHIBIT

B

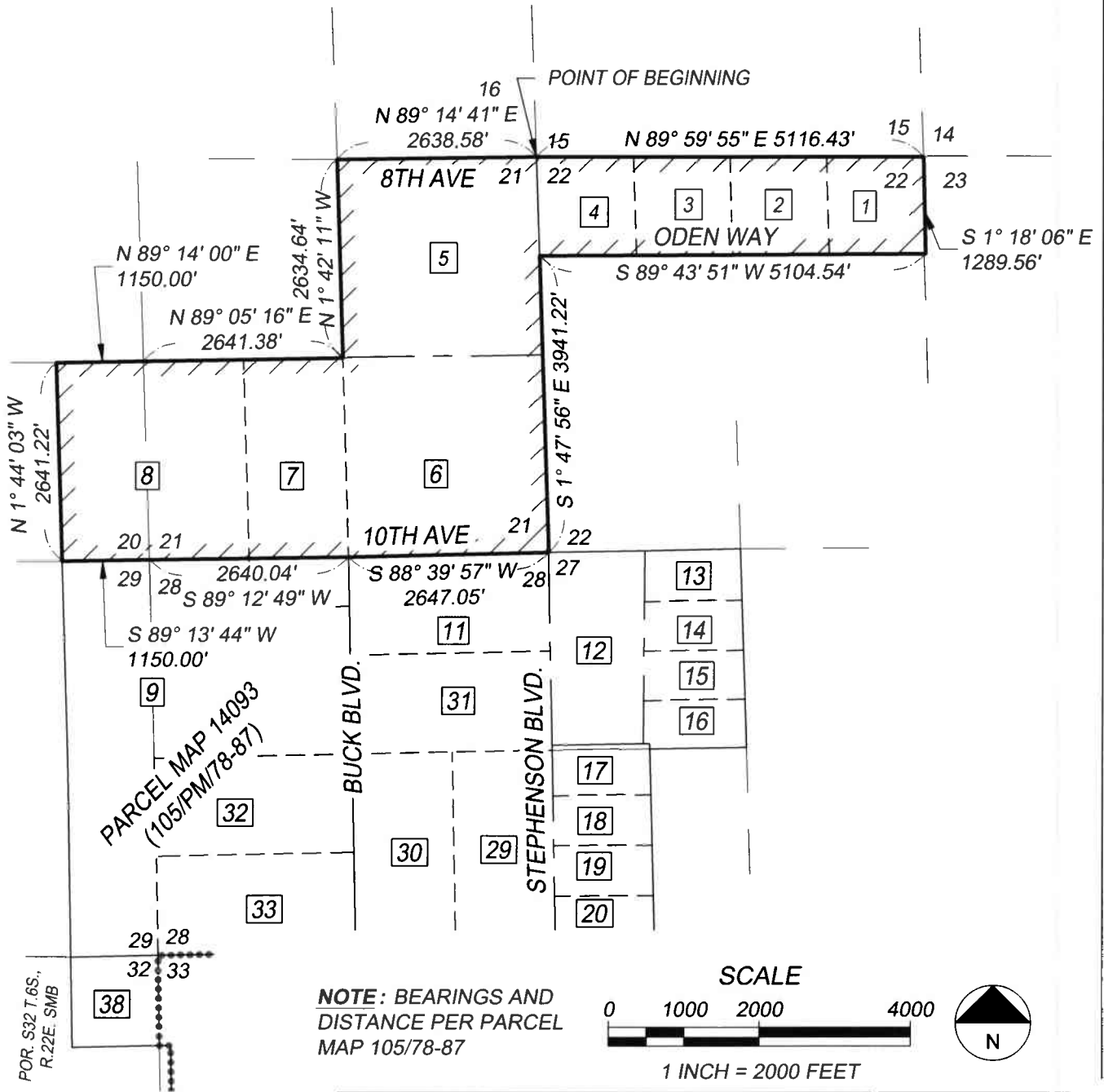
Phase II Plats

Renewable Resources Group

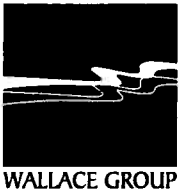
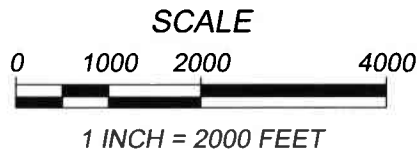
LEGEND



LEGAL DESCRIPTION AREA -
702.2 ACRES MORE OR LESS



NOTE: BEARINGS AND DISTANCE PER PARCEL MAP 105/78-87

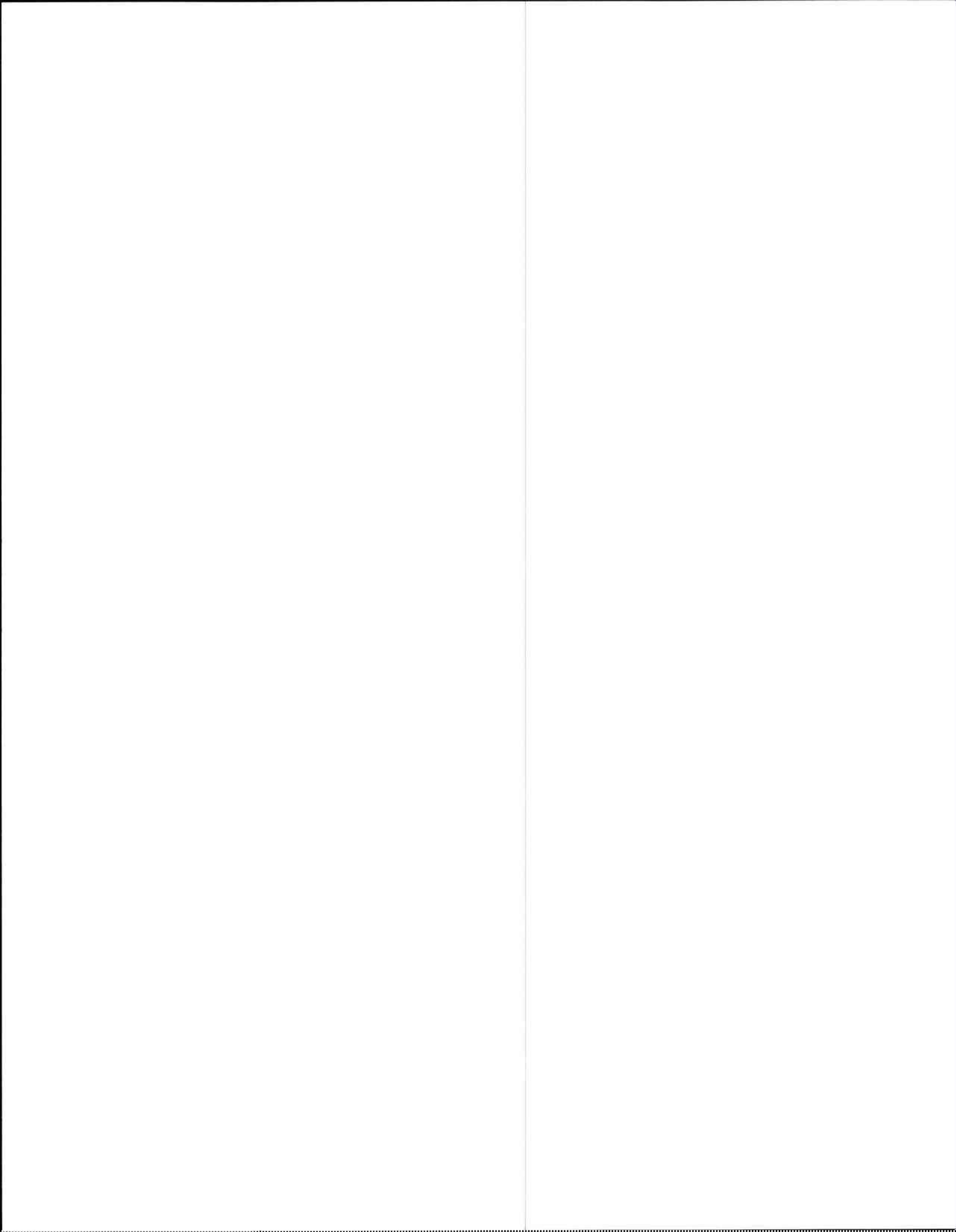


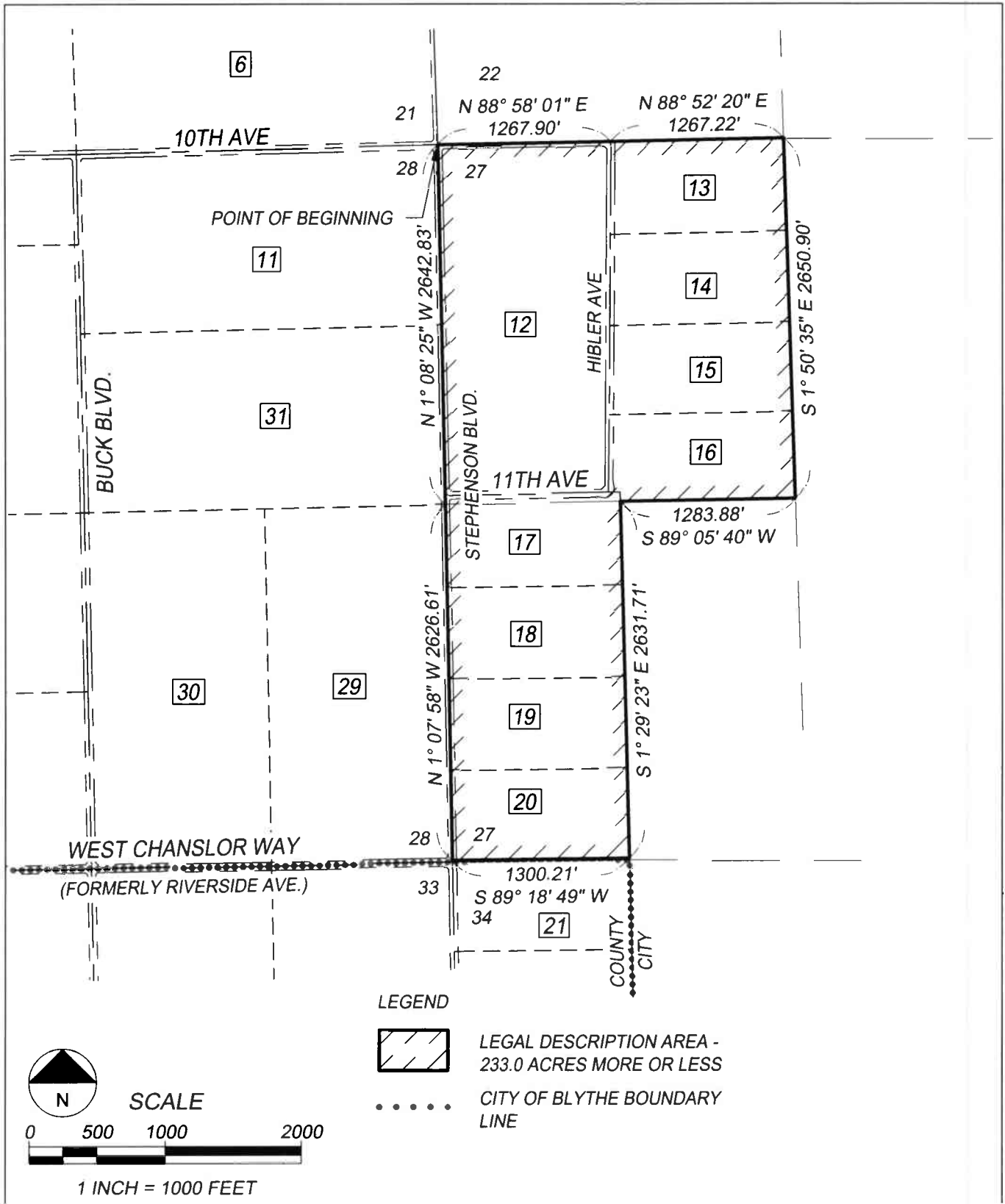
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EXHIBIT "B-1K"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1K"

JOB No. : 1573-0001
DRAWN BY: DRAWNBY
DATE : 02/16/2021
SCALE : 1" = 2000'

LAYOUT NAME: GILA NORTH RRG 0001 COUNTY PARCEL 1-8





LEGEND



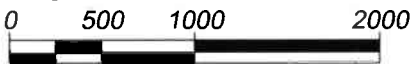
LEGAL DESCRIPTION AREA - 233.0 ACRES MORE OR LESS



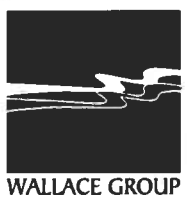
CITY OF BLYTHE BOUNDARY LINE



SCALE



1 INCH = 1000 FEET



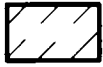
612 CLARION COURT
 SAN LUIS OBISPO, CA 93401
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 F 805 544-4294
 www.wallacegroup.us

EXHIBIT "B-1L"
 RRG RETAINED PARCELS
 IN THE COUNTY OF RIVERSIDE, CA
 SHEET 1 OF 1 OF EXHIBIT "B-1L"

JOB No.:	1573-0001
DRAWN BY:	DRAWNBY
DATE:	02/16/2021
SCALE:	1" = 1000'

LAYOUT NAME: GILA NORTH RRG 0002 COUNTY PARCEL 12-20

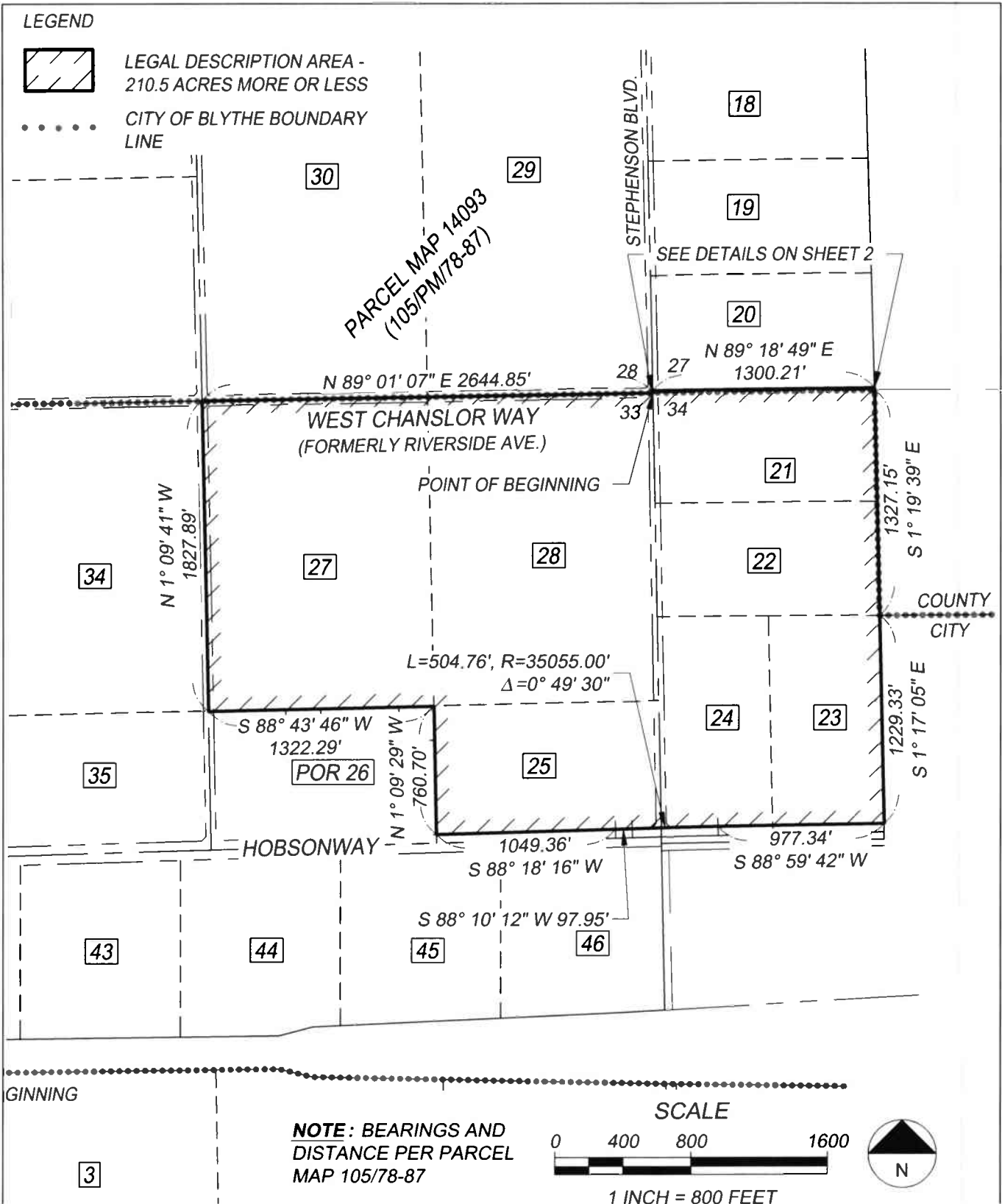
LEGEND



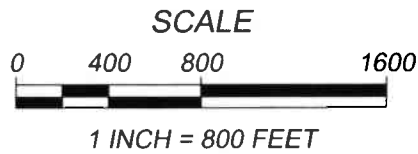
LEGAL DESCRIPTION AREA -
210.5 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87

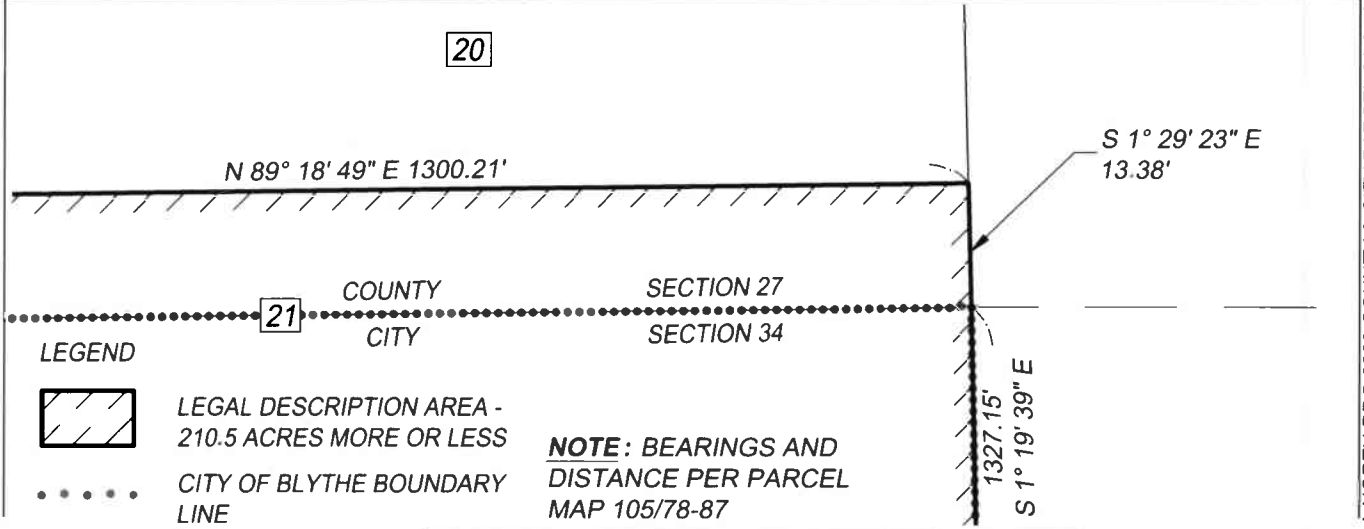
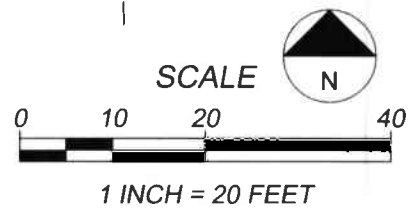
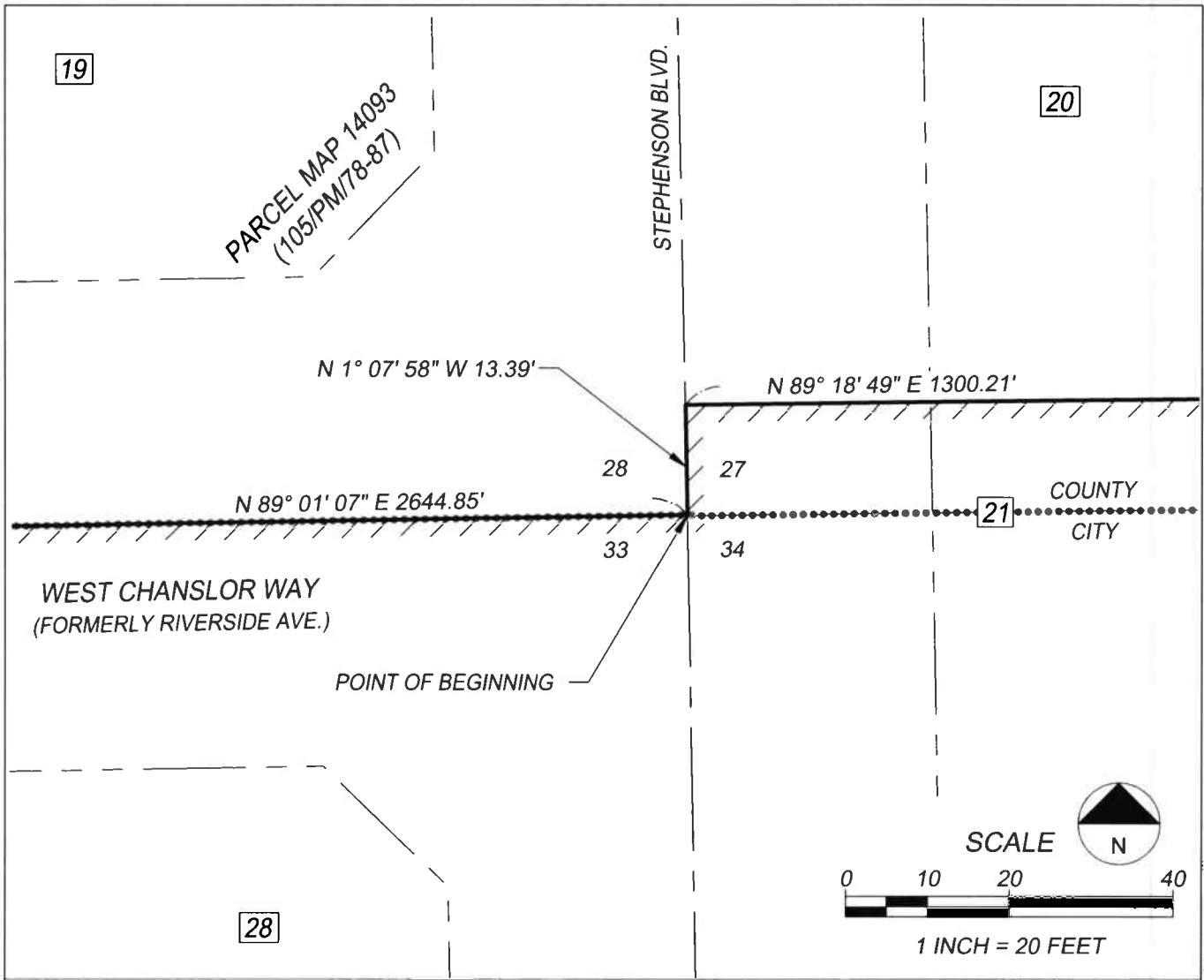


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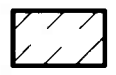
EXHIBIT "B-1M"
RRG RETAINED PARCELS
IN THE CITY OF BLYTHE & CO. RIVERSIDE, CA
SHEET 1 OF 2 OF EXHIBIT "B-1M"

JOB No. : 1573-0001
DRAWN BY: DRAWNBVY
DATE : 02/16/2021
SCALE : 1" = 800'

LAYOUT NAME: GILA NORTH RRG 0003 COUNTY & CITY PARCEL 21-25 27-28



LEGEND



LEGAL DESCRIPTION AREA -
210.5 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE

NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87



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EXHIBIT "B-1M"
RRG RETAINED PARCELS
IN THE CITY OF BLYTHE & CO. RIVERSIDE, CA
SHEET 2 OF 2 OF EXHIBIT "B-1M"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 20'

LAYOUT NAME: GILA NORTH RRG 0003 COUNTY & CITY PARCEL 21-25-27-28 (2) DETAIL

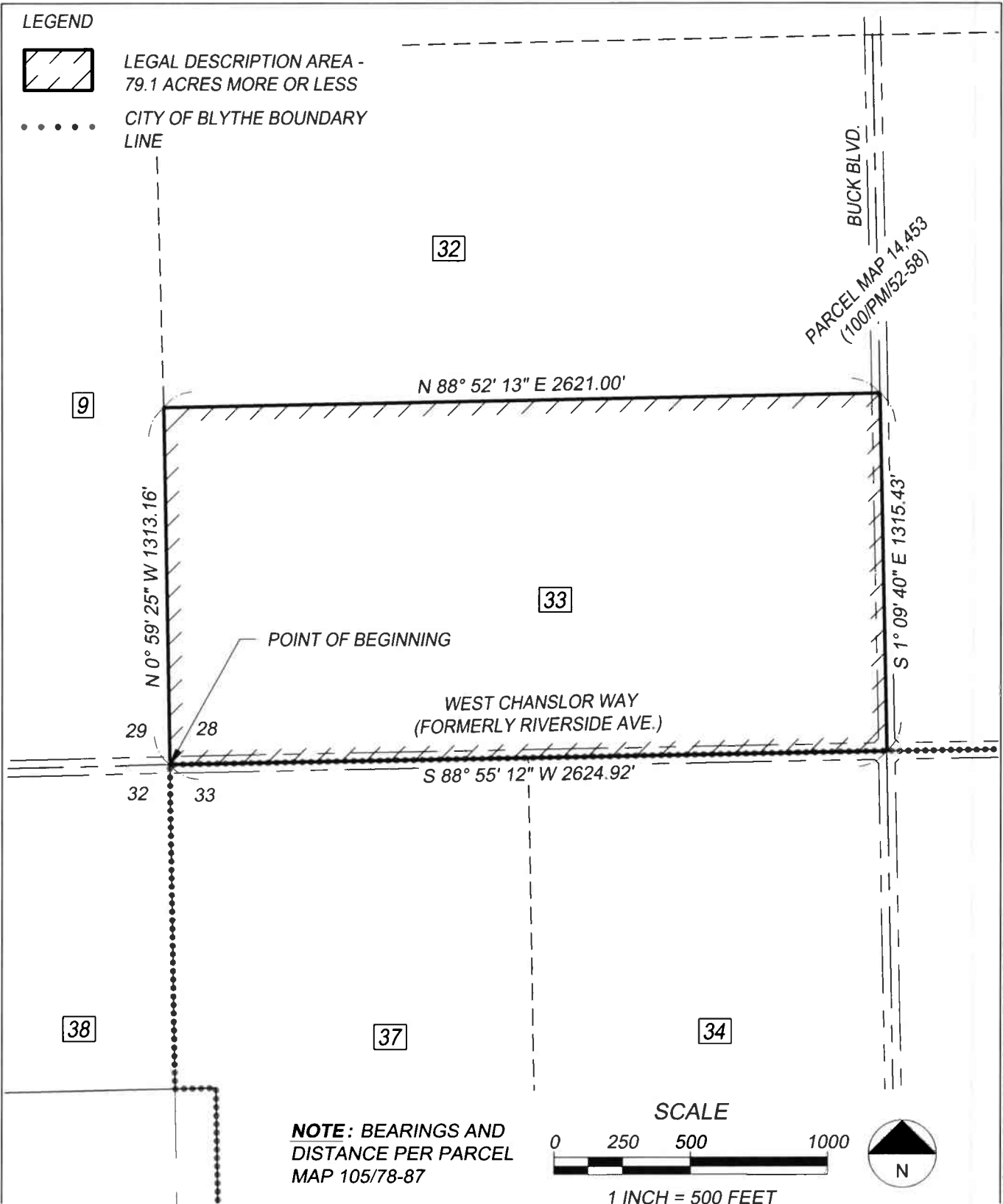
LEGEND



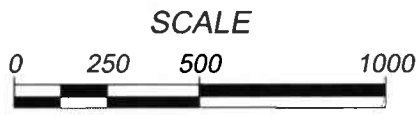
LEGAL DESCRIPTION AREA -
79.1 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**



1 INCH = 500 FEET



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EXHIBIT "B-1N"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1N"

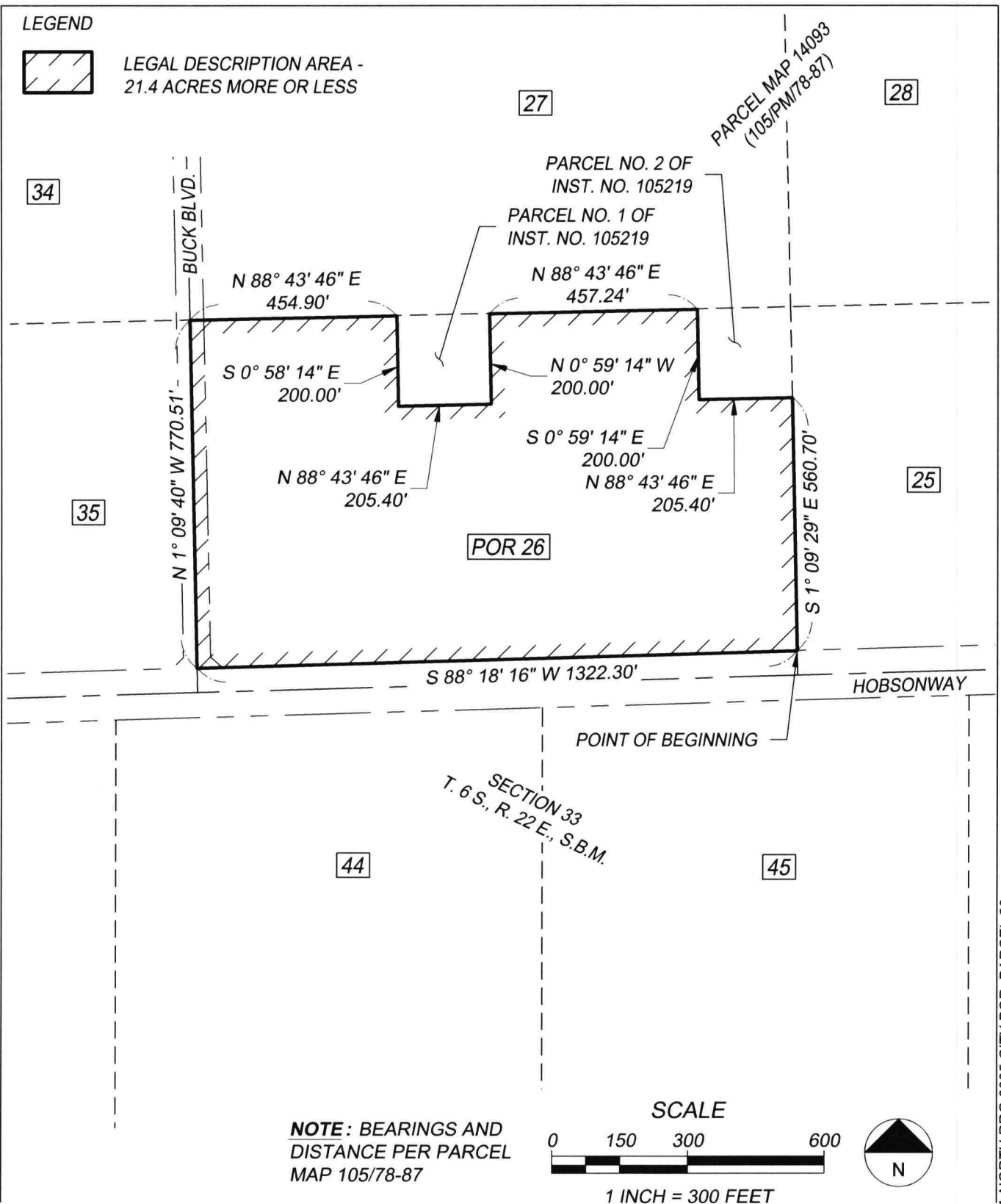
JOB No. :	1573-0001
DRAWN BY:	DRAWNBVY
DATE :	02/16/2021
SCALE :	1" = 500'

LAYOUT NAME: GILA NORTH RRG 0004 COUNTY PARCEL 33

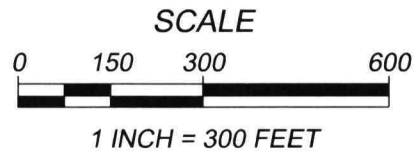
LEGEND



LEGAL DESCRIPTION AREA -
21.4 ACRES MORE OR LESS



NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87



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EXHIBIT "B-10"
RRG RETAINED PARCELS
IN THE CITY OF BLYTHE, CA
SHEET 1 OF 1 OF EXHIBIT "B-10"

JOB No. : 1573-0001
DRAWN BY: DRAWNBVY
DATE : 02/16/2021
SCALE : 1" = 300'

LAYOUT NAME: GILA NORTH RRG 0005 CITY POR. PARCEL 26

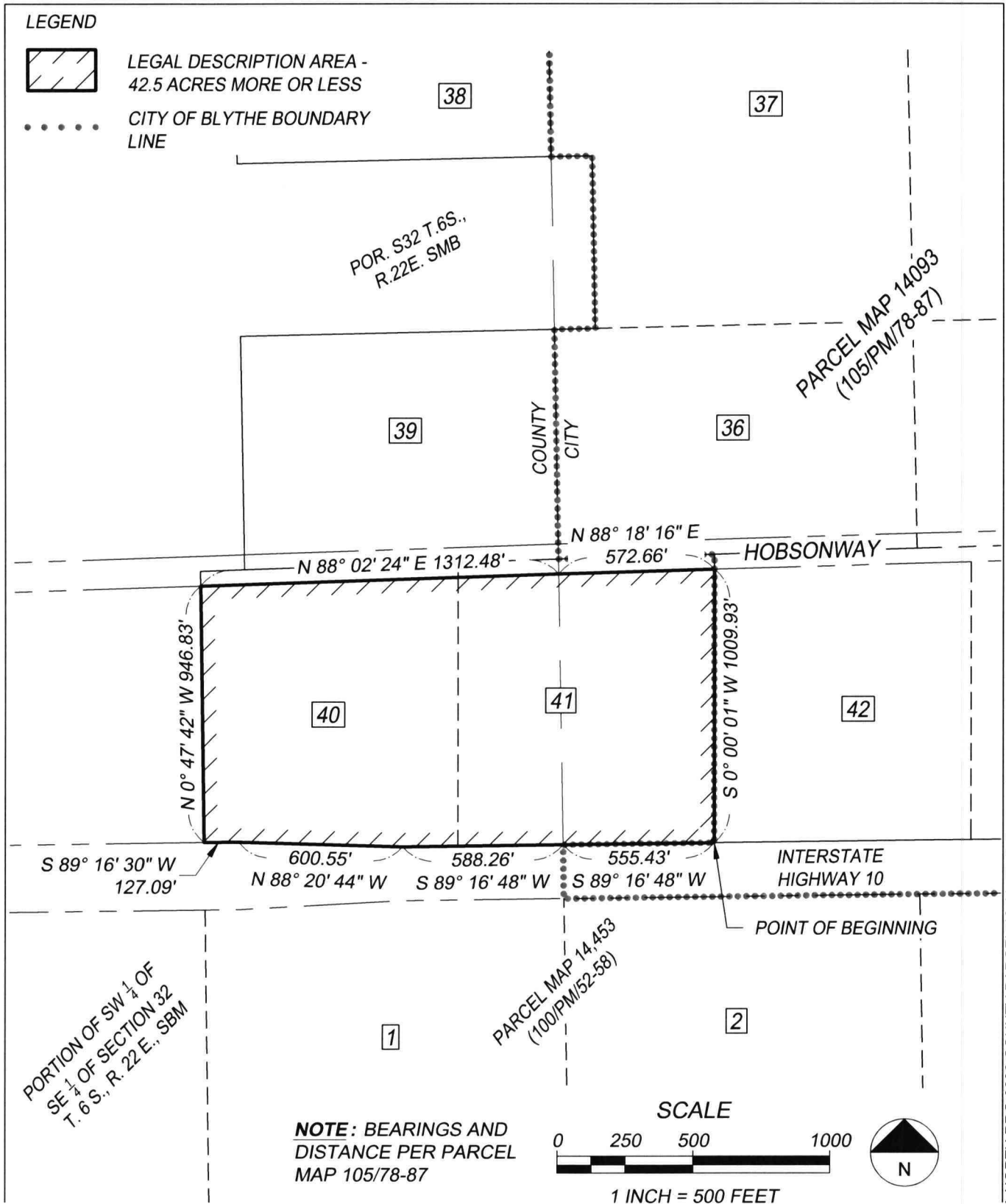
LEGEND



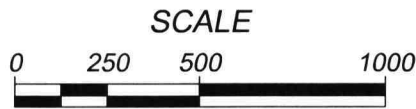
LEGAL DESCRIPTION AREA -
42.5 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87



1 INCH = 500 FEET



PORTION OF SW 1/4 OF
SE 1/4 OF SECTION 32
T. 6 S., R. 22 E., SBM

PARCEL MAP 14,453
(100/PM/52-58)

PARCEL MAP 14093
(105/PM/78-87)

LAYOUT NAME: GILA NORTH RRG 0006 COUNTY PARCEL 40 41



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EXHIBIT "B-1P"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1P"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 500'

SCALE

0 1000 2000 4000



1 INCH = 2000 FEET



LEGEND



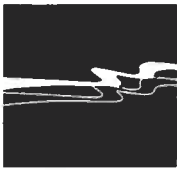
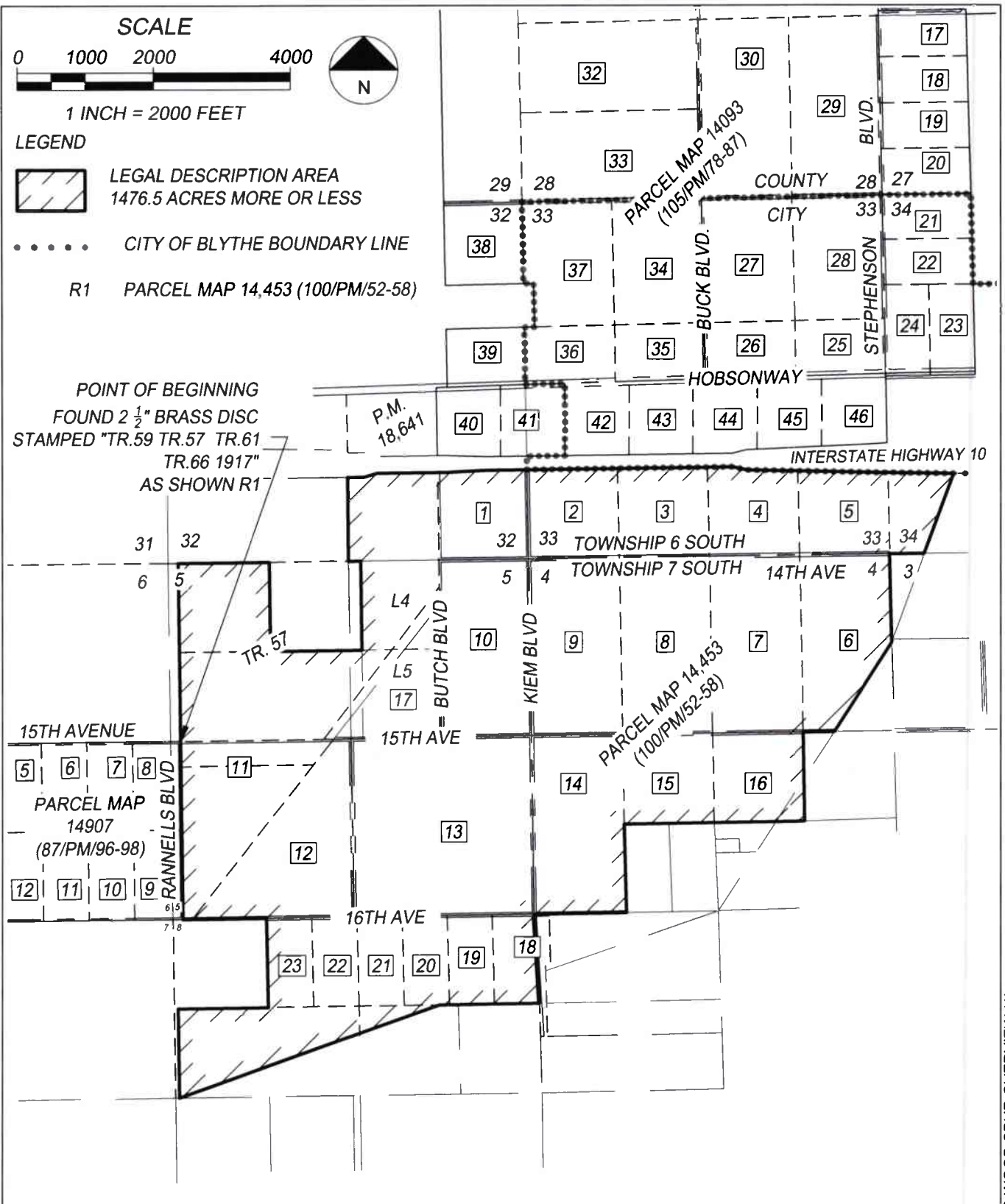
LEGAL DESCRIPTION AREA
1476.5 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY LINE

R1 PARCEL MAP 14,453 (100/PM/52-58)

POINT OF BEGINNING
FOUND 2 1/2" BRASS DISC
STAMPED "TR.59 TR.57 TR.61
TR.66 1917"
AS SHOWN R1



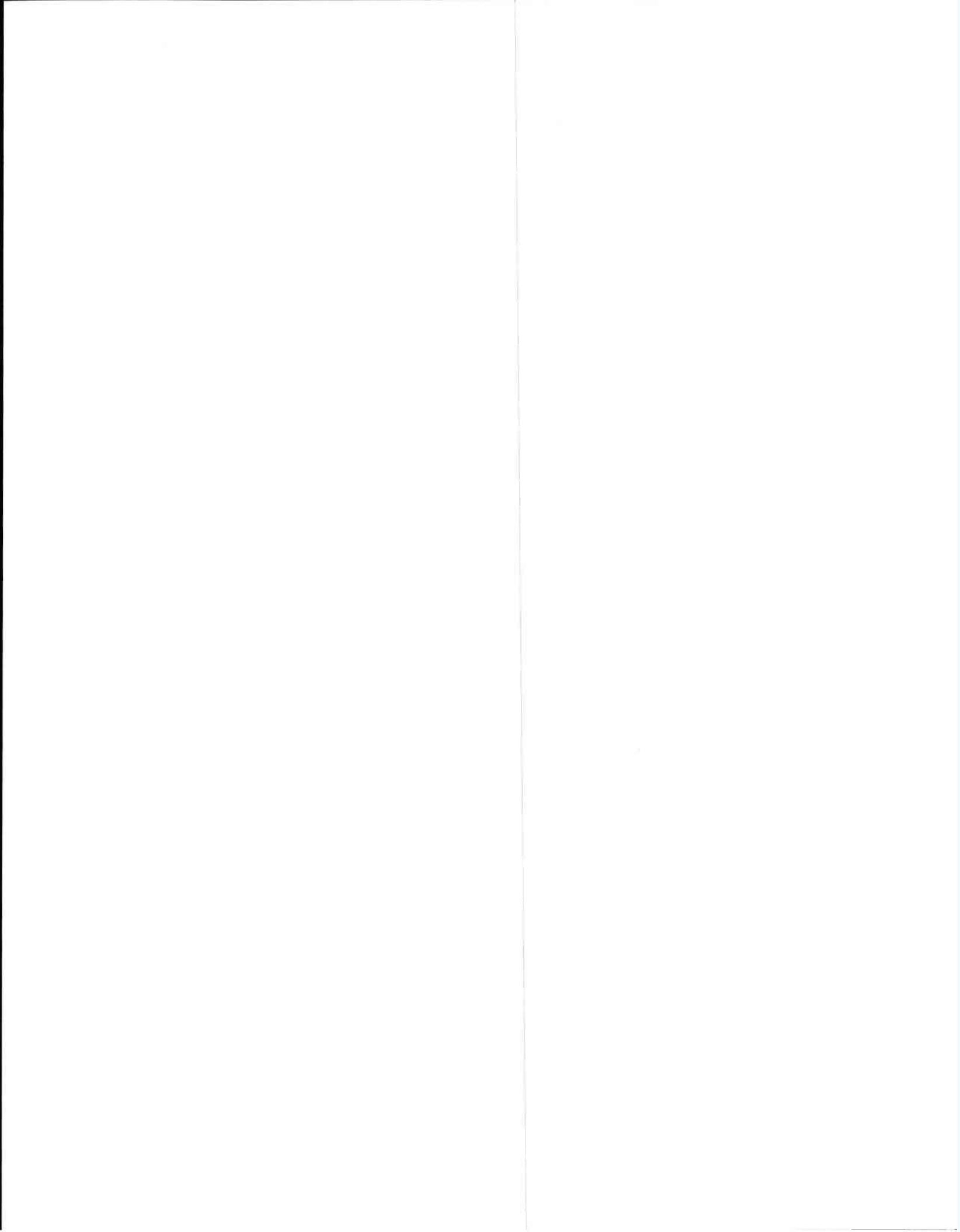
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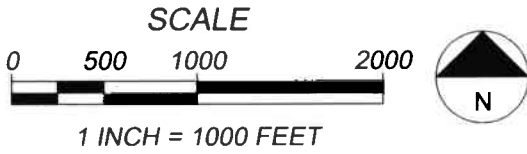
WALLACE GROUP

EXHIBIT "A-1Q"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE
SHEET 1 OF 5 OF EXHIBIT "A-1Q"

JOB No. : 1573-0001
DRAWN BY: DRAWNBY
DATE : 02/26/2021
SCALE : 1" = 2000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (1)

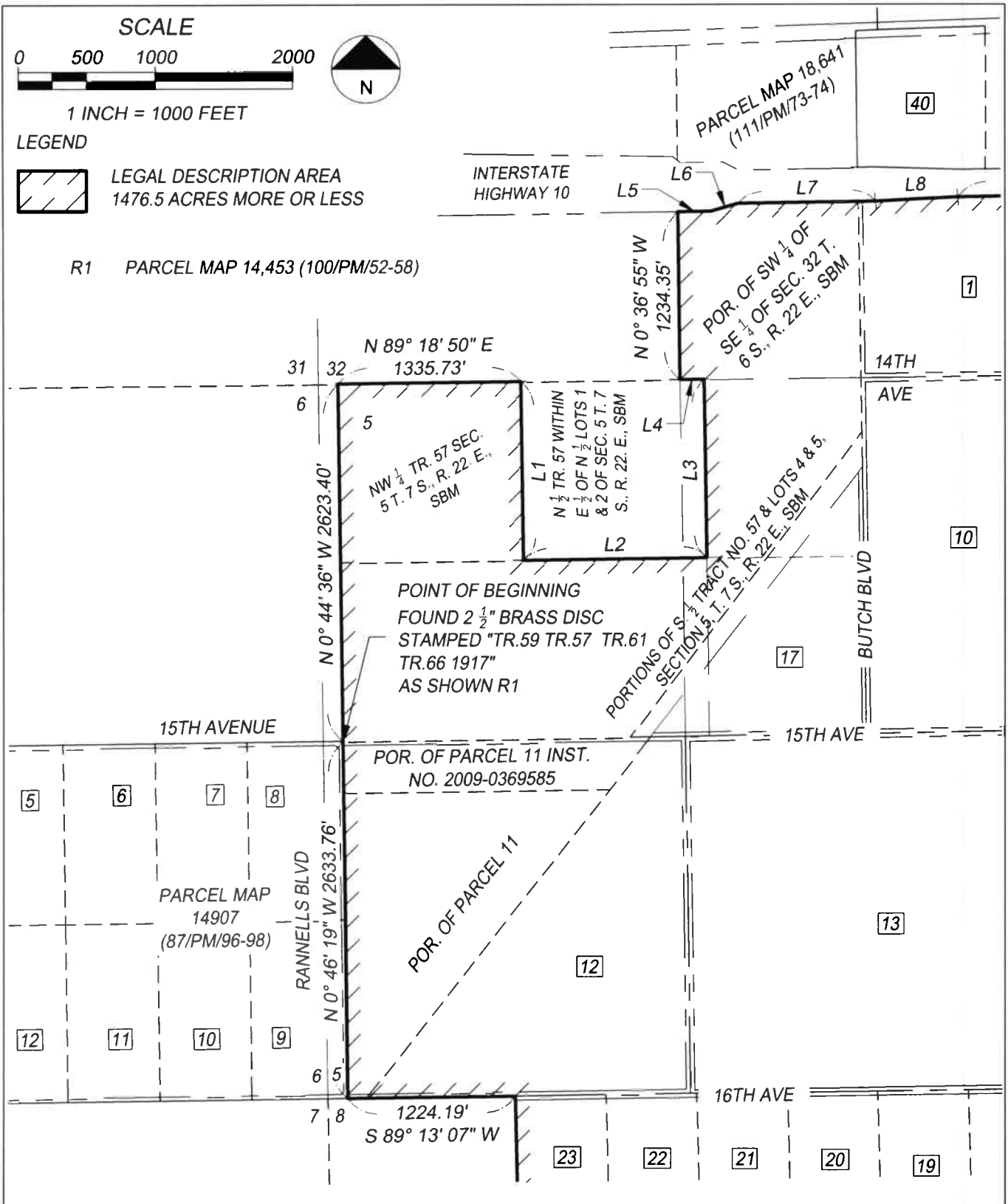




LEGEND

LEGAL DESCRIPTION AREA
1476.5 ACRES MORE OR LESS

R1 PARCEL MAP 14,453 (100/PM/52-58)

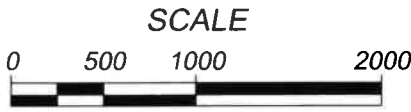
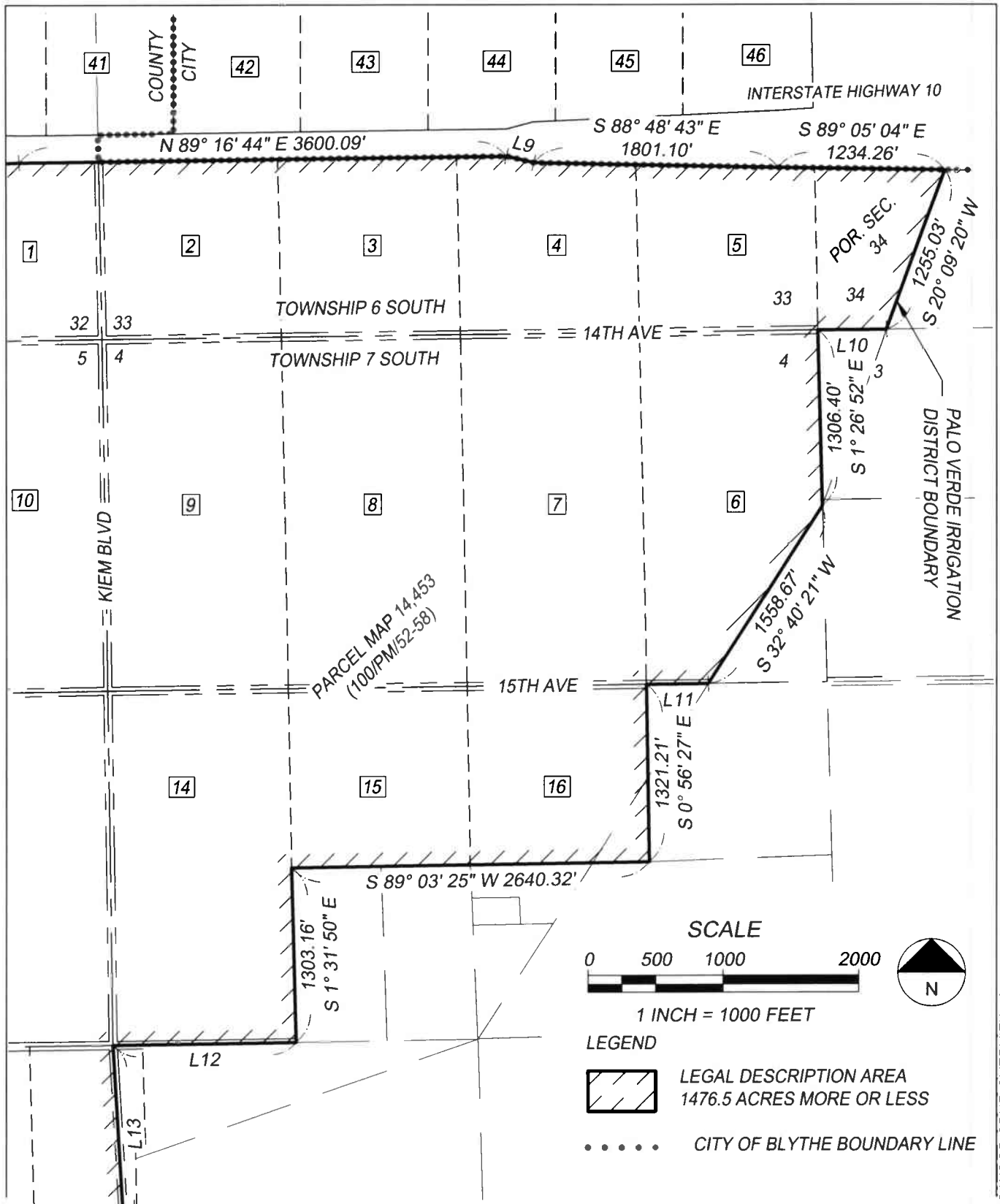


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EXHIBIT "A-1Q"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE
SHEET 2 OF 5 OF EXHIBIT "A-1Q"

JOB No.: 1573-0001
DRAWN BY: DRAWNBVY
DATE: 02/26/2021
SCALE: 1" = 1000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (2)



- LEGEND**
- LEGAL DESCRIPTION AREA
1476.5 ACRES MORE OR LESS
 - CITY OF BLYTHE BOUNDARY LINE

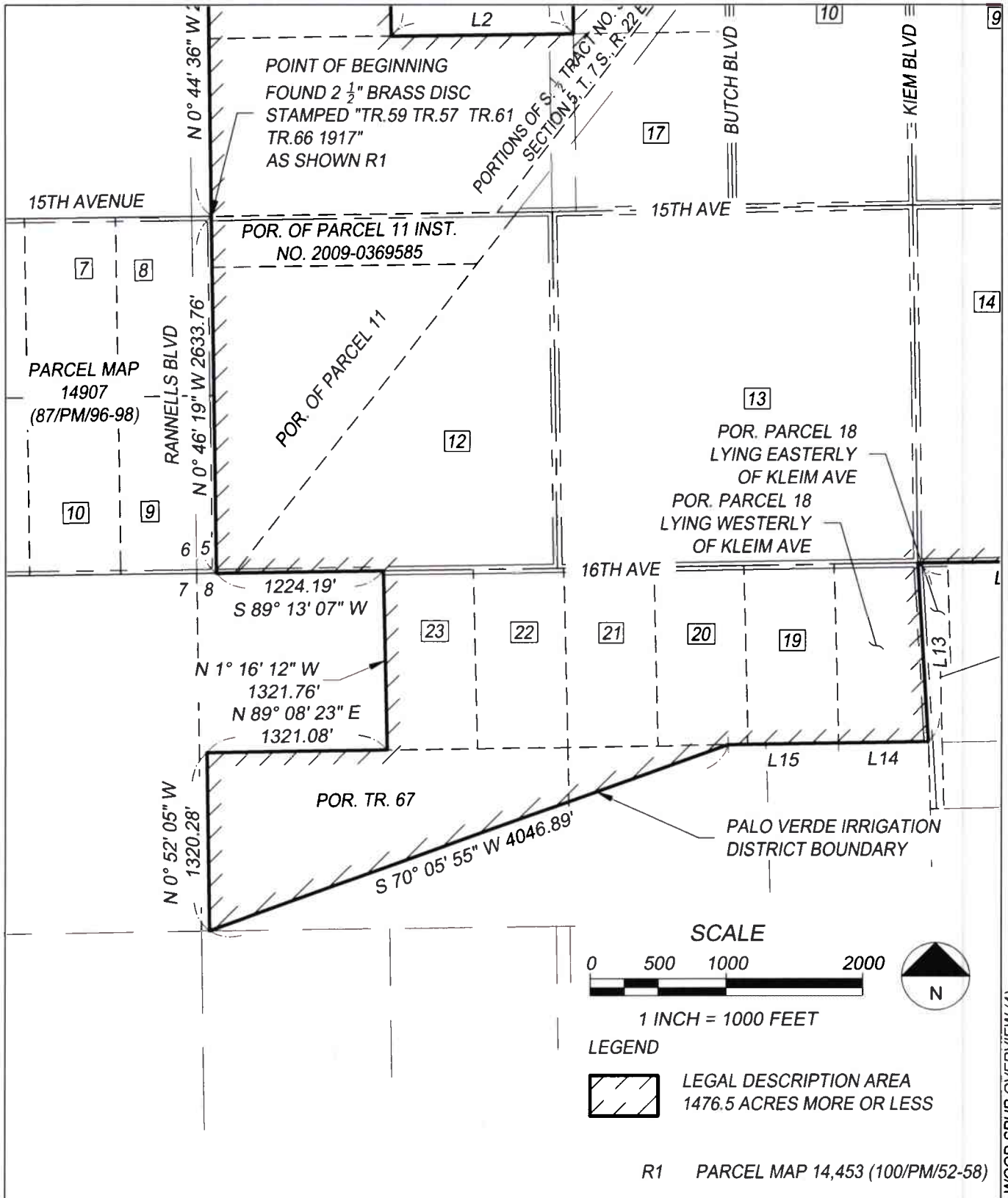


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 www.wallacegroup.us

EXHIBIT "A-1Q"
 RRG RETAINED PARCELS
 IN THE COUNTY OF RIVERSIDE
 SHEET 3 OF 5 OF EXHIBIT "A-1Q"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/26/2021
SCALE :	1" = 1000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (3)



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EXHIBIT "A-1Q"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE
SHEET 4 OF 5 OF EXHIBIT "A-1Q"

JOB No.: 1573-0001
DRAWN BY: DRAWNBVY
DATE: 02/26/2021
SCALE: 1" = 1000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (4)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 00° 46' 24" E	1310.63'
L2	N 89° 16' 19" E	1336.21'
L3	N 00° 48' 47" W	1309.59'
L4	S 89° 18' 33" W	175.01'
L5	N 89° 16' 47" E	242.77'
L6	N 73° 54' 12" E	207.43'
L7	N 89° 16' 46" E	1000.76'
L8	N 86° 52' 58" E	600.62'
L9	S 76° 41' 29" E	206.22'
L10	S 89° 37' 32" W	509.09'
L11	S 89° 18' 59" W	458.77'
L12	S 89° 06' 19" W	1351.79'
L13	S 03° 25' 39" E	1321.53'
L14	S 89° 08' 23" W	662.21'
L15	S 89° 08' 23" W	806.40'



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EXHIBIT "A-1Q"
 RRG RETAINED PARCELS
 IN THE COUNTY OF RIVERSIDE
 SHEET 5 OF 5 OF EXHIBIT "A-1Q"

JOB No. : 1573-0001
 DRAWN BY: DRAWNBYS
 DATE : 02/26/2021
 SCALE : 1" = 1000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (5)

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.

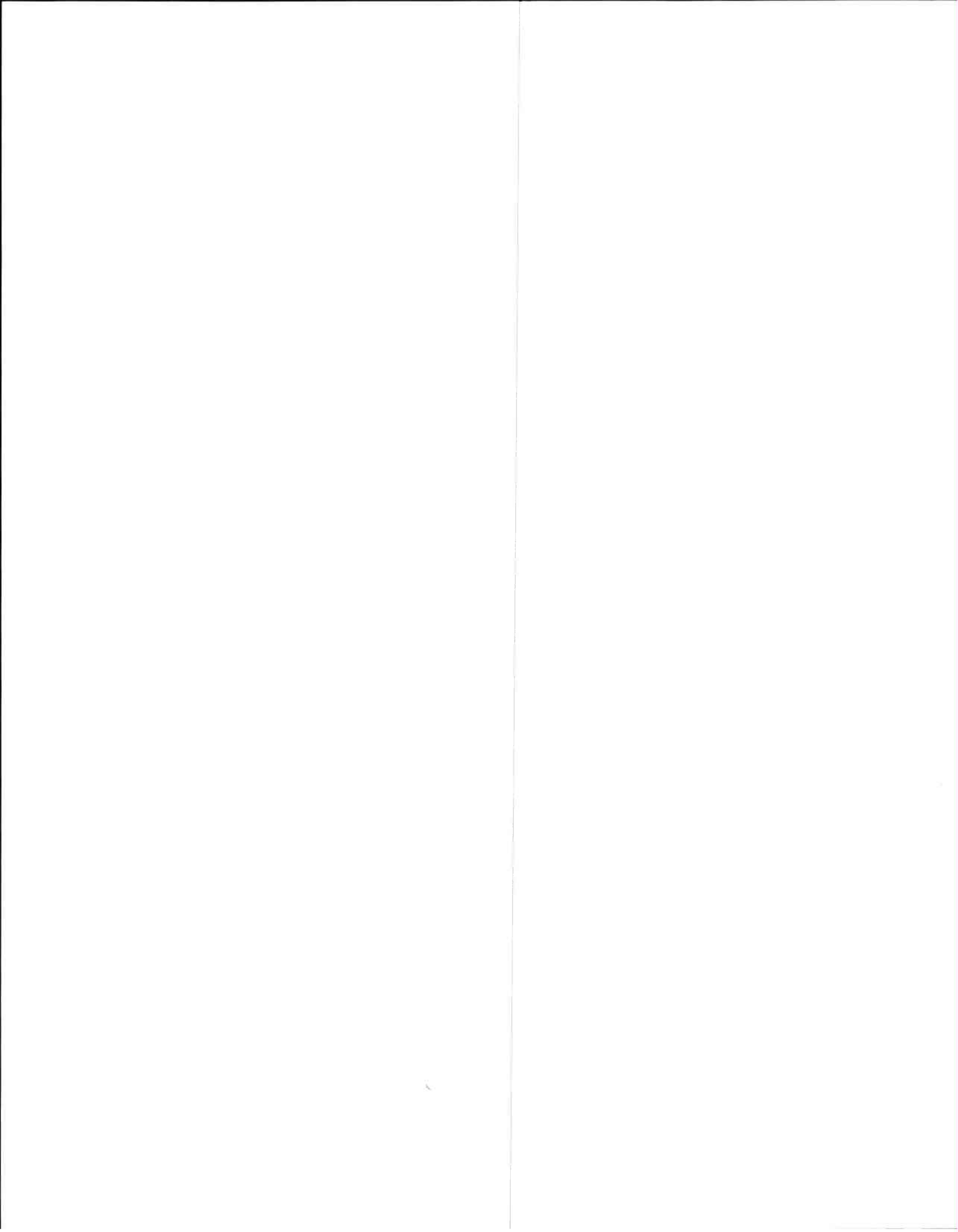
COPIES OF THE EXISTING DEVELOPMENT APPROVALS LISTED ABOVE ARE ON FILE IN THE RIVERSIDE COUNTY PLANNING DEPARTMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

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.

Amended and Restated Development Agreement No. 79

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: _____

* * *

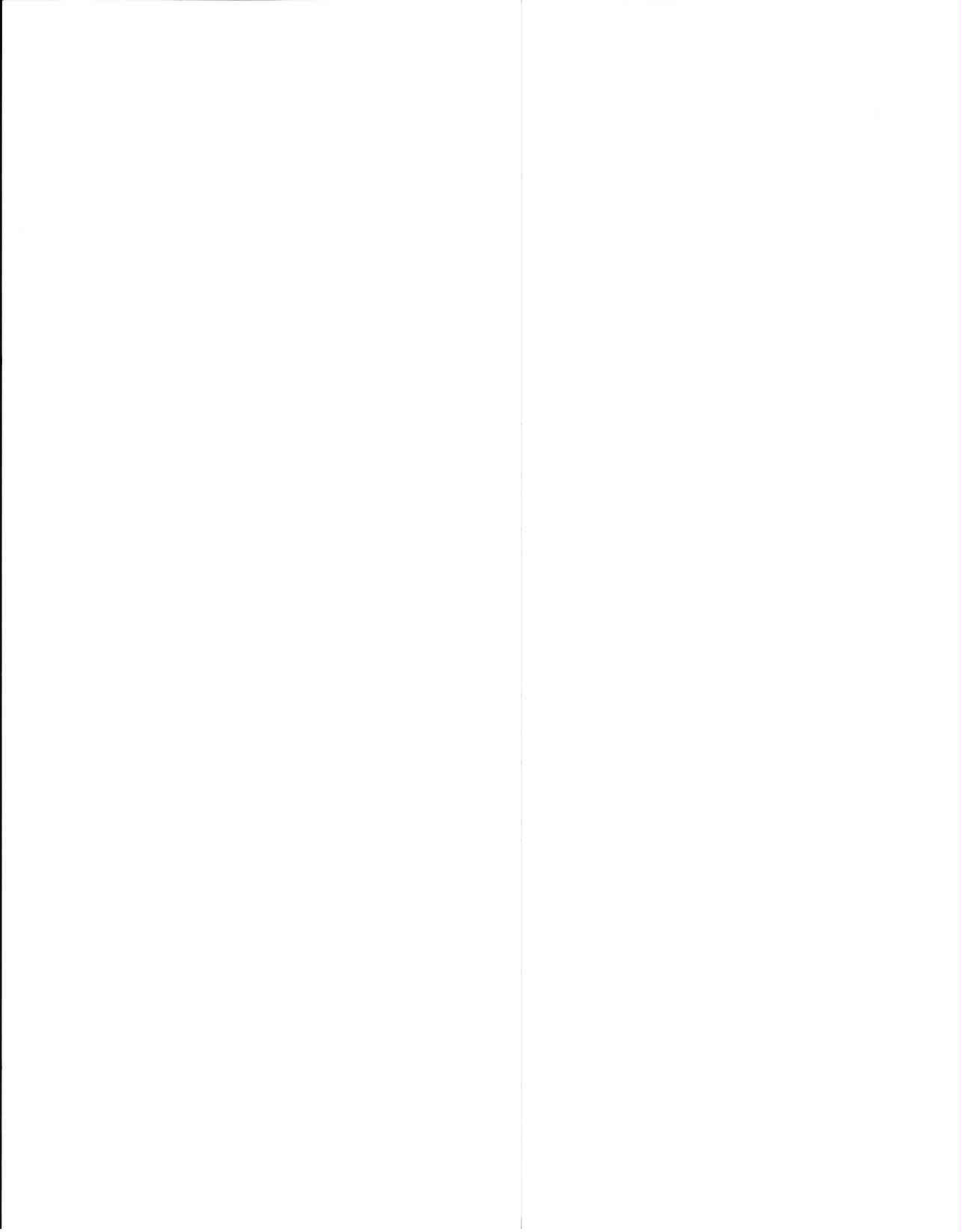
[TO BE COMPLETED BY COUNTY]

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
riveraonta@yahoo.com

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 09 2021 3.28

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Exhibit "E" -- Solar Power Plant.

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

Exhibit "G" -- Annual Review Report Template.

Exhibit "H" -- Property Owner Contact Information.

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.

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.



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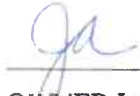
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OWNER Initials



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.

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MME (for Woodspan Farming LLC)

OWNER Initials

OWNER Initials

OWNER Initials

OWNER Initials
R. GANBOA

PROPERTY OWNER Initials

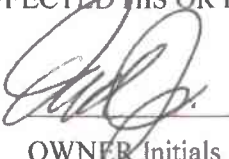
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TED JOHNSON

OWNER Initials OWNER Initials OWNER Initials OWNER Initials

PROPERTY OWNER Initials PROPERTY OWNER Initials

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SR T.R. _____ _____
OWNER Initials OWNER Initials OWNER Initials OWNER Initials

T.R.^{TR} _____
PROPERTY OWNER Initials PROPERTY OWNER Initials

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C.R.

OWNER Initials

V.R.

OWNER Initials

OWNER Initials

OWNER Initials

C.R.

PROPERTY OWNER Initials

V.R.

PROPERTY OWNER Initials

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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 OWNERS shall be jointly and severally liable for the COUNTY'S defense. COUNTY may in its discretion participate in the defense of any such action.

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

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

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

10. MORTGAGEE PROTECTION.

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

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

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

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

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

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

11. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

11.7 Joint and Severable Obligations. The OWNERS currently contemplate developing the Project in at least two phases, with Phase 1 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 APPROVAL COUNTY COUNSEL

BY: Tiffany N. North DATE 2/18/21

OWNER:

RENEWABLE RESOURCES GROUP LLC

Dated:

By: _____

Print Name and Title: Jacob Argen Swiller, Authorized Signatory

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.)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On February 24, 2021 before me, Brenda L. Cabrera, notary public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

OWNER:

RENEWABLE RESOURCES GROUP LLC

Dated:

By: _____

Print Name and Title: _____

By: Jennifer Adams

Print Name and Title: Jennifer Adams, General Counsel

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

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

State of California)
) ss.
County of Kern)

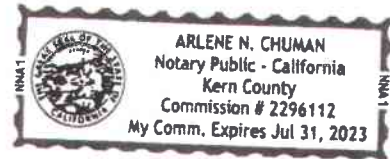
On 02/24, 2021, before me, Arlene N Chuman Notary Public, personally appeared Jennifer Adams, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

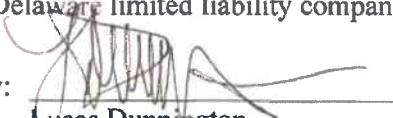
Signature Arlene N Chuman

(Seal)



OWNER:

BLYTHE MESA SOLAR II, LLC,
a Delaware limited liability company

By: 
Lucas Dunnington
Chief Operating Officer
Date: 7/23/2021

By: _____
Sheldon Kimber
Chief Executive Officer
Date: _____

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

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

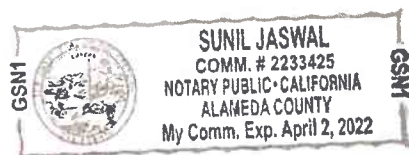
State of California)
) ss.
County of ALAMEDA)

On 02-23, 2021, before me, SUNIL JASWAL, Notary Public, personally appeared LUCAS DUNNIN, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature _____



(Seal)



OWNER:

BLYTHE MESA SOLAR II, LLC,
a Delaware limited liability company

By: _____
Lucas Dunnington
Chief Operating Officer
Date: _____

By:  _____
Sheldon Kimber
Chief Executive Officer
Date: 2/23/2021

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

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

State of California)
County of Nevada) ss.

On 2/23/2021, 2021, before me, Stacey M Estrada, Notary Public, personally appeared Sheldon Kimber, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.



Signature [Handwritten Signature]

(Seal)

OWNER:

GILA FARM LAND LLC

Dated:

By: 

Print Name and Title: Jacob Argen Swiler, Authorized Signatory

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.)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On February 24, 2021 before me, Brenda L. Cabrera notary public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.



[Signature]
Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

OWNER:

GILA FARM LAND LLC

Dated:

By: _____

Print Name and Title: _____

By: Jennifer Adams

Print Name and Title: Jennifer Adams Authorized Signatory

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

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

State of California)
) ss.
County of Kern)

On 02/24, 2021, before me, Arlene N Chuman Notary Public, personally appeared Jennifer Adams, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Arlene N Chuman (Seal)



OWNER:

WOODSPUR FARMING LLC

Dated:

By: 

Print Name and Title: Theodore J. Johnson CEO

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.)

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

State of California)
) ss.
County of Riverside)

On Feb 24, 2021, before me, Maribel Aguilar, Notary Public, personally appeared Theodore Johnson, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Maribel Aguilar




(Seal)

OWNER:

WOODSPUR FARMING LLC

Dated:

By: 

Print Name and Title: ROBERT GAMBORA - CFO

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.)

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

State of California)
) ss.
County of Riverside)

On Feb 23, 2021, before me, Maribel Aguilar, Notary Public, personally appeared Robert D. Gamba, who proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature 



(Seal)

OWNER:

JESUS M. RIVERA

Dated: Feb 24 - 2021

By: Jesus M Rivera

Print Name: Jesus M Rivera

TERESA L. RIVERA

Dated: 2-24-2020

By: Teresa Rivera

Print Name: Teresa Rivera

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

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

State of California)
) ss.
County of San Bernardino)

On February 24, 2021, before me, Derick Daniel Camorlinga, Notary Public, personally appeared **JESUS M. RIVERA**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.



Signature  (Seal)

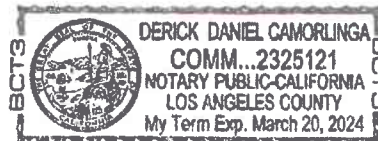
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of San Bernardino)

On February 24, 2021, before me, Derick Daniel Camorlinga, Notary Public, personally appeared **TERESA L. RIVERA**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.



Signature 

(Seal)

OWNER:

CRESENCIO RAMIREZ

Dated: 2/24/2021

By: 

Print Name: Cresencio Ramirez

VICTORIA RAMIREZ

Dated: 2/24/2021

By: 

Print Name: Victoria Ramirez

(ALL SIGNATURES SHALL BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.
EXECUTION ON BEHALF OF ANY CORPORATION SHALL BE BY TWO CORPORATE
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State of California)
) ss.
County of SAN BERNARDINO

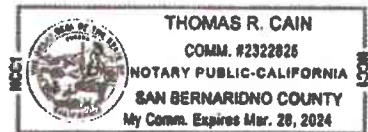
On 02-24-2021, 2021, before me, THOMAS R CAIN, Notary Public, personally appeared **CRESENCIO RAMIREZ** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature 

(Seal)



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

State of California)
) ss.
County of SAN BERNARDINO

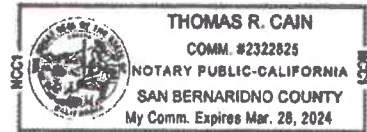
On 02-24-2021, 2021, before me, THOMAS R CAIN, Notary Public, personally appeared **VICTORIA RAMIREZ** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature *Thomas R Cain*

(Seal)



Amended and Restated Development Agreement No. 79

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT

A

Legal Descriptions Phase I

Blythe Mesa Solar II, LLC

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Sections 28, 29, and 32 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 9 through Parcel 16 inclusive, Parcel 29 through 32 inclusive and Parcel 38, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 20, 21, 28, and 29 of Township 6 South of Range 22 East of the San Bernardino Meridian, being on the centerline of 10th Avenue, per said Parcel Map No. 14,093;

Thence along the centerline of said 10th Avenue and along the line common to Sections 21 and 28 of said Township North 89°12'49" East 2640.04 feet;

Thence continuing along the centerline of said 10th Avenue and said common Section line North 88°39'57" East 2647.05 feet to the intersection with the centerline of Stephenson Boulevard, being the corner common to Sections 21, 22, 27, and 28 of said Township per said Parcel Map;

Thence along the centerline of said Stephenson Boulevard and along the line common to said Sections 27 and 28 South 01°08'25" East 2642.83 feet;

Thence continuing along the centerline of said Stephenson Boulevard and along said common Section line South 01°07'58" East 2640.00 feet to the intersection with the centerline of Riverside Avenue, being the corner common to Sections 27, 28, 33, and 34 of said Township;

Thence along the centerline of said Riverside Avenue South 89°01'08" West 2644.77 feet to the intersection with the centerline of Buck Boulevard, also being the southwest corner of Parcel 30 per said Parcel Map, and also being on the east line of the southwest quarter of said Section 28;

Thence along the centerline of said Buck Boulevard and along said east line North 01°09'40" West 1315.43 feet to the southeast corner of Parcel 32 per said Parcel Map;

Thence along the south line of said Parcel 32 South 88°52'13" West 2621.00 feet to the southwest corner of Parcel 32.

Thence along the west line of Parcel 33 per said Parcel Map South 00°59'25" East 1313.16 feet to the northeast corner of Parcel 38 per said Parcel Map.

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

Thence along the east line of said Parcel 38 South 00°59'26" East 1200.00 feet to the southeast corner of said Parcel 38;

Thence along the south line of said Parcel 38 South 88°43'46" West 1149.87 feet to the southwest corner of said Parcel 38;

Thence along the west line of said Parcel 38 North 00°59'26" West 1200.00 feet to the northwest corner of said Parcel 38;

Thence along the west line of Parcel 9 per said Parcel Map North 00°59'25" West 2625.27 feet;

Thence continuing along the west line of said Parcel 9 North 01°39'21" West 2664.96 feet to the northwest corner of said Parcel 9, being on the centerline of 10th Avenue per said Parcel Map, and also being on the line common to Sections 20 and 29 of said Township;

Thence along the centerline of said 10th Avenue and along said common Section line North 89°13'44" East 1150.00 feet to the **POINT OF BEGINNING**.

Containing 730.2 acres more or less.

The above-described land is graphically shown on Exhibit "B-1A", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 42 through Parcel 46 inclusive, in the City of Blythe, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southwest corner of Parcel 42 per Parcel Map No. 14093 filed in Book 105, Pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County;

Thence along the west line of said Parcel 42 North 00°00'00" East 1009.93 feet to the south line of Hobson Way, 110 feet wide per said Parcel Map, and the southwest corner of Lot E per said Parcel Map;

Thence along the south line of said Hobson Way North 88°18'16" East 4433.28 feet;

Thence continuing along the south line of said Hobson Way North 88°10'12" East 98.07 feet to the beginning of a tangent curve concave to the south having a radius of 34945.00 feet;

Thence continuing along the south line of said Hobson Way easterly along the arc of said curve through a central angle of 0°16'48" a distance of 170.69 feet to the northeast corner of Parcel 46 per said Parcel Map;

Thence along the east line of said Parcel 46 South 01°09'39" East 968.30 feet to the southeast corner of said Parcel 46;

Thence along the south line of said Parcel 46 South 86°43'06" West 264.99 feet to an angle point in the south line of said Parcel 46;

Thence continuing along the south line of said Parcel 46 and along the south line of Parcels 45 and 44 per said Parcel Map South 87°22'15" West 1801.10 feet to an angle point in the south line of said Parcel 44;

Thence continuing along the south line of said Parcel 44 South 75°14'37" West 206.19 feet to an angle point in the south line of said Parcel 44;

Thence continuing along the south line of said Parcel 44 and along the south line of Parcels 43 and 42 per said Parcel Map South 89°16'48" West 2456.64 feet to the **POINT OF BEGINNING**.

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

Containing 109.4 acres more or less.

The above-described land is graphically shown on Exhibit "B-1B", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 40 and 41 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southeast corner of said Parcel 41, thence along the southerly line of said Parcel 41 South 89° 16' 48" West, 555.43 feet to an angle in said southerly line;

Thence continuing along said southerly line and the southerly line of said Parcel 40 South 89° 16' 48" West, 588.26 feet to an angle point in the southerly line of said Parcel 40;

Thence continuing along said southerly line North 88° 20' 44" West, 600.55 feet to an angle point in said southerly line;

Thence continuing along said southerly line South 89° 16' 30" West, 127.09 feet to the southwest corner of said Parcel 40;

Thence along the westerly line of said Parcel 40 North 00° 47' 42" West, 946.83 feet to the southerly line of Hobson Way, 110 feet wide as shown on said Parcel Map, and to the southwest corner of Lot "B" of said Parcel Map;

Thence along said southerly line North 88° 02' 24" East, 1312.48 feet to an angle point in said southerly line;

Thence continuing along said southerly line North 88° 18' 16" East, 572.66 feet to the southeast corner of Lot "D" of said Parcel Map and to the northeast corner of said Parcel 41;

Thence along the easterly line of said Parcel 41 South 00° 00' 01" West, 1009.93 feet to the **POINT OF BEGINNING**.

Containing 42.5 acres more or less.

The above-described land is graphically shown on Exhibit "B-1C", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION

Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 39 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the northeast corner of said Parcel 39, thence South 00° 59' 26" East, 789.55 feet along the easterly line of said Parcel 39 to an angle point in said easterly line;

Thence continuing along said easterly South 00° 58' 30" East, 0.50 feet to the northerly line of Hobson Way, 110 feet wide as shown on said Parcel Map, and to the northeast corner of Lot "A" of said Parcel Map;

Thence along said northerly line South 88° 02' 24" West, 1150.02 feet to the northwest corner of said Lot "A" and to the southwest corner of said Lot 39;

Thence along the westerly line of said Parcel 39 North 00° 59' 26" West, 803.89 feet to the northwest corner of said Parcel 39;

Thence along the northerly line of said Parcel 39 88° 43' 46" East, 1149.87 feet to the **POINT OF BEGINNING**.

Containing 21.0 acres more or less.

The above-described land is graphically shown on Exhibit "B-1D", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 25 and 28, in the City of Blythe, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the northeast corner of said Parcel 28, thence along the easterly line of said Parcel 28 South 01° 05' 19" East, 2565.25 feet of Lot "K" of said Parcel Map and to the beginning of non-tangent curve to the left having a radius of 35055.00 feet with a long chord that bears South 88° 18' 38" West, 172.11 feet and from which a radial line bears South 01° 32' 55" East;

Thence along the northerly line of said Lot "K" and the northerly line of Hobson Way, 110 feet wide as shown on said Parcel Map and along the arc of said curve through a central angle of 00° 16' 53" a distance of 172.11 feet;

Thence continuing along the northerly line of said Hobson Way South 88° 10' 12" West, 97.95 feet to an angle point in said northerly line;

Thence continuing along said northerly line South 88° 18' 16" West, 1049.27 feet to northwest corner of said Lot "K" and the southwest corner of said Parcel 25;

Thence along the westerly line of said Parcel 25 North 01° 09' 29" West, 2581.92 feet to the northwest corner of said Parcel 25;

Thence North 89° 01' 08" East, 1322.38 feet to the **POINT OF BEGINNING**.

Containing 78.0 acres more or less.

The above-described land is graphically shown on Exhibit "B-1E", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Sections 11, 12, and 14 of Township 7 South of Range 21 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 1 through Parcel 16 inclusive, of Parcel Map 16,920 filed in Book 112, pages 44 through 49 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the northeast corner of Parcel 13 on said Parcel Map No. 16,920 also being the intersection of the centerline of 16th Avenue with the centerline of Mesa Drive per said Parcel Map and also being the northeast corner of said Section 12;

Thence along the centerline of said Mesa Drive and along the east line of said Section 12 South 00°00'45" East 5283.44 feet to the intersection with the centerline of 18th Avenue, also being the southeast corner of Parcel 16 and also being the southeast corner of said Section 12 per said Parcel Map;

Thence along the centerline of said 18th Avenue and along the line common to Sections 12 and 13 of said Township North 89°50'00" West 2647.30 feet to the intersection with the centerline of Eugene Drive, also being the southwest corner of Parcel 9 and also being the south quarter corner of said Section 12 per said Parcel Map;

Thence continuing along the centerline of said 18th Avenue and along said common Section line North 89°51'34" West 2650.19 feet to the intersection with the centerline of Haig Drive, also being the southeast corner of Parcel 5 and also being the southwest corner of said Section 12 per said Parcel Map;

Thence along the centerline of said Haig Drive and along the line common to said Sections 13 and 14 South 00°00'51" West 1320.34 feet to the southeast corner of Parcel 4 per said Parcel Map and also being the north sixteenth-section corner common to said Sections 14 and 13;

Thence along the south line of said Parcel 4 and along the south line of Parcel 3 of said Parcel Map and along the south line of the north half of the northeast quarter of said Section 14 North 89°54'24" West 2643.95 feet to the southwest corner of said Parcel 3, also being the center north sixteenth-section corner of said Section 14, and to the centerline of Ford Drive per said Parcel Map, and to the west line of said northeast quarter;

Thence along the centerline of said Ford Drive and along said west line North 00°01'06" East 1320.82 feet to the northwest corner of said Parcel 3 also being the one-quarter corner common to said Sections 11 and 14 per said Parcel Map;

Thence continuing along the centerline of said Ford Drive and along the west line of the southeast quarter of said Section 11 North 00°01'02" East 2642.09 feet to the intersection

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

with the centerline of 17th Avenue, also being the northwest corner of Parcel 1 and also being the center-quarter corner of said Section 11 per said Parcel Map;

Thence along the centerline of said 17th Avenue and along the north line of said southeast quarter South 89°52'09" East 2643.43 feet to the intersection with the centerline of said Haig Drive also being the northeast corner of Parcel 6 and also being the one-quarter corner common to said Sections 11 and 12 per said Parcel Map

Thence along the centerline of said Haig Drive and along the line common to said Sections 11 and 12 South 00°00'29" West 1320.42 feet to the northwest corner of Parcel 7 per said Parcel Map, also being the south sixteenth-section corner common to said Sections 11 and 12;

Thence along the north line of said Parcel 7 and along the north line of Parcel 8 of said Parcel Map and along the south line of the north half of the southwest quarter of said Section 12 South 89°51'28" East 2649.46 feet to the northeast corner of said Parcel 8 also being the center-south sixteenth-section corner of said Section 12 and the centerline of said Eugene Drive per said Parcel Map and to the east line of said southwest quarter;

Thence along the centerline of said Eugene Drive and along said east line and along the east line of the northwest quarter of said Section North 00°01'26" West 3961.57 feet to the intersection with the centerline of said 16^h Avenue also being the northwest corner of Parcel 12 and also being the north quarter corner of said Section 12 per said Parcel Map;

Thence along the centerline of said 16^h Avenue and along the north line of said Section 12 South 89°52'00" East 2648.34 feet to the **POINT OF BEGINNING**.

Containing 641.9 acres more or less.

The above-described land is graphically shown on Exhibit "B-1F", being one (1) sheets total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

That portion of Tract 61 in Sections 5 and 6 of Township 7 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed December 16, 1919 in the District Land Office, also shown as Parcel 1 through Parcel 9 inclusive, and Parcel 12 through 16 inclusive, of Parcel Map 14,907 filed in Book 87, pages 96 through 98 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the northwest corner of Lot B of said Parcel Map No. 14907 also being the intersection of the centerline of 15th Avenue with the centerline of Mesa Drive per said Parcel Map and also being the one-quarter corner common to Sections 1 and 6 of said Township;

Thence along the centerline of said 15th Avenue and along the north line of said Tract 61 South 89°51'18" East 5447.33 feet to the intersection with the centerline of Rannells Boulevard, also being the northeast corner of Lot K and also being the northeast corner of Tract 61 in said Sections 5 and 6;

Thence along the centerline of said Rannells Boulevard and along the east line of said Tract 61 South 00°03'13" West 2633.76 feet to the intersection with the centerline of 16th Avenue, also being the southeast corner of Lot L and also being the southeast corner of said Tract 61;

Thence along the centerline of said 16th Avenue and along the south line of said Tract 61 South 89°53'56" West 144.28 feet to the corner common to Sections 5, 6, 7, and 8 of said Township per said Parcel Map;

Thence continuing along the centerline of said 16th Avenue and along said south line of said Tract 61 North 89°54'41" West 555.57 feet to the southwest corner of Lot M per said Parcel Map;

Thence along the west line of Lot M North 00°00'00" East 30.00 feet to the northwest corner of Lot M;

Thence along the west line of Parcel 9 per said Parcel Map North 00°00'00" East 1284.07 feet to the northwest corner of said Parcel 9;

Thence along the north line of Parcels 10 and 11 per said Parcel Map North 89°51'18" West 1340.00 feet to the northwest corner of said Parcel 11;

Thence along the west line of said Parcel 11 South 00°00'00" East 1285.39 feet to the southwest corner of said Parcel 11;

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

Thence along the east line of Lot P per said Parcel Map South 00°00'00" East 30.00 feet to the intersection with the centerline of said 16th Avenue, also being the southeast corner of said Lot;

Thence along the centerline of said 16th Avenue and along the south line of said Tract 61 North 89°54'41" West 743.74 feet to the quarter section corner common to Sections 6 and 7 of said Township;

Thence continuing along the centerline of said 16th Avenue and along said south line of said Tract 61 North 89°57'25" West 2661.26 feet to the intersection with the centerline of Mesa Drive, also being the southwest corner of Lot A and also being the southwest corner of said Tract 61;

Thence along the centerline of said Mesa Drive and along the west line of said Section 6 per said Parcel Map North 00°00'00" East 2641.72 feet to the **POINT OF BEGINNING**.

Containing 289.3 acres more or less.

The above-described land is graphically shown on Exhibit "B-1G", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION

Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

A portion of the South Half of the South Half of the South Half of Section 3, the South Half of the South Half of Section 4, the South Half of the South Half of Section 5, the South Half of the Southeast Quarter of Section 6, the Northeast Quarter of Section 7, the Northeast Quarter of the Northeast Quarter of Section 10, the North Half of the North Half of Section 11, the North Half of the Northwest Quarter of Section 12, Township 7 South, Range 21 East, San Bernardino Meridian, County of Riverside, State of California, and shown in Exhibit "A", being a 500 foot wide strip of land, the centerline of which is more particularly described as follows:

BEGINNING a point on the east line of the NW1/4 said section 12, 401.99 feet along said line from the quarter corner common to Sections 1 and 12 of said Township marked with a 2 inch iron pipe with tag marked L.S. 6673, identical with the intersection of the centerline of 16th Avenue with the centerline of Eugene Drive, as shown on Record of Survey 16116 filed in Book 148 of Records of Survey at page 78-81 in the Office of the County Recorder of said County.

Thence from the point of beginning, the following thirteen courses:

1. South 88°45'46" West, a distance of 2342.36 feet to a point that bears South 36°29'45" East a distance of 522.71 feet (L100) from the corner of sections 1, 2, 11, and 12 of said Township marked by a 2 inch iron pipe with tag marked L.S. 6673, as shown on said Record of Survey; and
2. South 88°48'00" West, a distance of 825.90 feet; and
3. South 89°06'00" West, a distance of 1653.77 feet; and
4. South 89°06'04" West, a distance of 784.66 feet to a point that bears South 34°49'21" West a distance of 541.43 feet (L101) from the quarter corner common to sections 1 and 12 of said township marked by a 1 1/2 inch iron pipe with tag marked L.S. 5397, as shown on said Record of Survey; and
5. South 75°58'07" West, a distance of 868.46 feet;
6. South 89°17'27" West, a distance of 1640.09 feet;
7. North 03°44'56" East, a distance of 748.43 feet;
8. North 76°27'13" West, a distance of 1026.62 feet;

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

9. South 89°07'05" West, a distance of 3401.91 feet;
10. South 89°08'59" West, a distance of 753.42 feet to a point that bears North 3°52'02" East a distance of 375.21 feet (L102) from the corner of sections 3, 4, 9, and 10 of said township marked by a 2 1/2 inch brass disc marked U.S. General Land Office Survey 1917, as shown on said Record of Survey; and
11. North 84°39'34" West, a distance of 2644.49 feet;
12. South 89°31'42" West, a distance of 9405.36 feet; and
13. South 00°06'18" East, a distance of 1697.65 feet to a point that bears South 50°58'47" East a distance of 1546.23 feet (L103) from the quarter corner common to sections 6 and 7 of said township marked by a 2 1/2 inch brass disc marked U.S. General Land Office Survey 1917, as shown on said Record of Survey and the point of termination.

The sidelines of said strip shall be lengthened or shortened, as necessary, so as to terminate with the east line of the NW1/4 said section 12.

Together with a parcel of land situated in the Northeast Quarter of said Section 7 and shown in Exhibit "A (sheet 4)", being more particularly described as follows:

COMMENCING at the hereinbefore described point of termination;

Thence, North 89°53'42" East, a distance of 250.00 feet to the **POINT OF BEGINNING** of the herein described parcel;

Thence, along the east line of the hereinbefore described strip of land North 00°06'18" West, a distance of 397.65 feet;

Thence, South 82°15'48" East, a distance of 525.62 feet;

Thence, South 00°07'06" East, a distance of 1063.61 feet;

Thence, South 89°16'04" West, a distance of 122.22 feet;

Thence, North 00°01'42" East, a distance of 743.99 feet;

Thence, South 89°11'04" West, a distance of 400.50 feet to the **POINT OF BEGINNING**.

Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

The bearings shown herein are based upon the California Coordinate System of 1983 (CCS83), Zone 6 grid north. Distances shown herein are grid distances (CCS83). The combined factor is 0.99995166. Divide the distances herein by the combined scale factor to obtain ground distances. All distances shown are U.S. survey feet.

Containing 342.2 acres more or less.

The above-described land is graphically shown on Exhibit "B-1H", being four (4) sheets total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
Blythe Mesa Solar II, LLC Project Parcels
Legal Description

A parcel of land situated in Tract 62 of Section 7, Township 7 South, Range 22 East, San Bernardino Meridian, Riverside County, California being more particularly described as follows:

BEGINNING at the northwest corner of said Tract 62, identical with the intersection of the centerline of 16th Avenue with the centerline of Mesa Drive, as shown on Parcel Map No. 14907 according to the map filed in Book 87, Pages 96 through 98 of Parcel Maps and Parcel Map No. 16,920 filed in Book 112, Pages 44 through 49 of Parcel Maps, in the Office of the County Recorder of said County;

Thence, along the north line of said Tract identical with the centerline of said 16th Avenue, North 89°12'55" East, a distance of 174.59 feet;

Thence, South 44°08'33" West, a distance of 247.00 feet to the west line of said Tract identical with the centerline of said Mesa Drive;

Thence, along said west line, North 00°50'17" West, a distance of 174.88 feet to the **POINT OF BEGINNING**.

The bearings shown herein are based upon the California Coordinate System of 1983(CCS83), Zone 6 grid north. Distances shown herein are grid distances (CCS83). The combined factor is 0.99995166. Divide the distances herein by the combined scale factor to obtain ground distances. All distances shown are U.S. survey feet.

Containing 0.35 acres more or less.

The above-described land is graphically shown on Exhibit "B-1I", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



EXHIBIT

A

Legal Descriptions Phase II

Renewable Resources Group

Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Sections 20, 21 and 22 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 1 through 8, inclusive, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 15, 16, 21 and 22 of Township 6 South of Range 22 East of the San Bernardino Meridian, being the northwest corner of Parcel 4 of said Parcel Map, thence along the north line of said Section 22 and the north lines of Parcel 4, 3, 2 and 1 of said Parcel Map North 89° 59' 55" East, 5116.43 feet to the northeast corner of said Section 22 and the northeast corner of said Parcel 1 as shown on said Parcel Map;

Thence along the easterly line of said Section 22 and the easterly line of said Parcel 1 South 01° 18' 06" East, 1289.56 feet to the southeast corner of said Parcel 1;

Thence along the southerly line of said Parcels 1, 2, 3 and 4 South 89° 43' 51" West, 5104.54 feet to the easterly line of Parcel 5 of said Parcel Map and the southwest corner of said Parcel 4;

Thence along the said easterly line and easterly line of Parcel 6 of said Parcel Map South 01° 47' 56" East, 3941.22 feet to the southeast corner of said Parcel 6 and the corner common to Sections 21, 22, 27 and 28 of Township 6 South of Range 22 East of the San Bernardino Meridian;

Thence along the southerly line of said Section 21 and the southerly line of said Parcel 6 South 88° 39' 57" West, 2647.05 feet to the southwest corner of said Parcel 6 and to the south quarter corner of said Section 21;

Thence continuing along the southerly line of Section 21 and along the southerly lines of Parcels 7 and 8 of said Parcel Map South 89° 12' 49" West, 2640.04 feet to an angle point in the southerly line of said Parcel 8 and to the corner common to Sections 20, 21, 28 and 29 of Township 6 South of Range 22 East of the San Bernardino Meridian;

Thence continuing along the southerly line of said Parcel 8 and the southerly line of said Section 20 South 89° 13' 44" West, 1150.00 feet to the southwest corner of said Parcel 8;

Exhibit "A"
RRG Retained Parcels
Legal Description

Thence along the westerly line of said Parcel 8 North 01° 44' 03" West, 2641.22 feet to the northwest corner of said Parcel 8;

Thence along the northerly line of said Parcel 8 North 89° 14' 00" East, 1150.00 feet to an angle point in said northerly line;

Thence continuing along said northerly line and the northerly line of said Parcel 7 North 89° 05' 16" East, 2641.38 feet to the northeast corner of said Parcel 7 and the southwest corner of said Parcel 5;

Thence along the westerly line of said Parcel 5 North 01° 42' 11" West, 2634.64 feet to the north quarter corner of said Section 21 and the northwest corner of said Parcel 5;

Thence along said northerly line and the northerly line of said Parcel 5 North 89° 14' 41" East, 2638.58 feet to the **POINT OF BEGINNING**.

Containing 702.2 acres more or less.

The above-described land is graphically shown on Exhibit "B-1K", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Section 27 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 12 through 20, inclusive, of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 21, 22, 27 and 28 of Township 6 South of Range 22 East of the San Bernardino Meridian, being the northwest corner of said Parcel 12 thence along the north line of said Section 27 and the northerly line of said Parcel 12 North $88^{\circ} 58' 01''$ East, 1267.90 feet to the northwest corner of Parcel 13 of said Parcel Map;

Thence continuing along the northerly line of said Section 27 and the northerly line of said Parcel 13 North $88^{\circ} 52' 20''$ East, 1267.22 feet to the northeast corner of said Parcel 13 and the north quarter corner of said Section 27;

Thence along the easterly lines of said Parcel 13 and Parcels 14, 15 and 16 of said Parcel Map South $01^{\circ} 50' 35''$ East, 2650.90 feet to the southeast corner of said Parcel 16 and the center of said Section 27;

Thence along the southerly line of Parcel 16 South $89^{\circ} 05' 40''$ West, 1283.88 feet to the easterly line of Parcel 17 of said Parcel Map;

Thence along said easterly line and the easterly lines of Parcels 18, 19 and 20 of said Parcel Map South $01^{\circ} 29' 23''$ East, 2631.71 feet to the southeast corner of said Parcel 20;

Thence along the southerly line of said Parcel 20 South $89^{\circ} 18' 49''$ West, 1300.21 feet to the southwest corner of said Parcel 20 and the westerly line of said Section 27;

Thence along the westerly line of said Section 27 and the westerly lines of said Parcels 20, 19, 18 and 17 North $01^{\circ} 07' 58''$ West, 2626.61 feet to the west quarter corner of said Section 27 and to an angle point in the westerly line of said Parcel 17;

Exhibit "A"
RRG Retained Parcels
Legal Description

Thence continuing along the westerly line of said Section 27 and the westerly lines of said Parcel 17 and said Parcel 12 North 01° 08' 25" West, 2642.83 feet to the **POINT OF BEGINNING.**

Containing 233.0 acres more or less.

The above-described land is graphically shown on Exhibit "B-1L", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Sections 27, 33 and 34 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California and in the City of Blythe, State of California, according to the official plat of said land filed in the District Land Office, also shown as Parcels 21 through 25, inclusive, and Parcels 27 and 28 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 27, 28, 33 and 34 of Township 6 South of Range 22 East of the San Bernardino Meridian, being a point on the westerly line of said Parcel 21, thence North 01° 07' 58" West, 13.39 feet to the northwest corner of said Parcel 21;

Thence along the northerly line of said Parcel 21 North 89° 18' 49" East, 1300.21 feet to the northeast corner of said Parcel 21;

Thence along the easterly line of said Parcel 21 South 01° 29' 23" East, 13.38 feet to an angle point in said easterly line and to the northerly line of said Section 34;

Thence continuing along said easterly line and along the easterly lines of Parcel 22 of said Parcel Map South 01° 19' 39" East, 1327.15 feet to the northeast corner of Parcel 23 of said Parcel map;

Thence along the easterly line of said Parcel 23 South 01° 17' 05" East, 1229.33 feet to the northerly line of Hobson Way, 110 feet wide according to said Parcel Map and to the northeast corner of Lot "N" of said Parcel Map;

Thence along said northerly line and northerly lines of said Lot "N" and Lot "M" and Lot "K" of said Parcel Map the following four (4) courses:

1. South 88° 59' 42" West, 977.34 feet to the beginning of a tangent curve to the left having a radius of 35055.00 feet;
2. Thence along the arc of said curve through a central angle of 00° 49' 30" a distance of 504.76 feet;
3. Thence South 88° 10' 12" West, 97.95 feet;
4. Thence South 88° 18' 16" West, 1049.36 feet to the northwest corner of said Lot "K" and to the southwest corner of said Parcel 25;

Thence along the westerly line of said Parcel 25 North 01° 09' 29" West, 760.70 feet to the southeast corner of said Parcel 27;

Exhibit "A"
RRG Retained Parcels
Legal Description

Thence along the southerly line of said Parcel 27 South 88° 43' 46" West, 1322.29 feet to the southwest corner of Parcel 27 and to the centerline of Buck Blvd. according to said Parcel Map;

Thence along the said centerline and the westerly line of said Parcel 27 North 01° 09' 41" West, 1827.89 feet to the northwest corner of said Parcel 27 and to the centerline of Riverside Avenue according to said Parcel Map;

Thence along the northerly line of said Parcel 27 and the northerly line of said Parcel 28 and along the centerline of said Riverside Avenue North 89° 01' 07" East, 2644.85 feet to the **POINT OF BEGINNING**.

Containing 210.5 acres more or less.

The above-described land is graphically shown on Exhibit "B-1M", being two (2) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the City of Blythe, State of California, according to the official plat of said land filed in the District Land Office, also shown as Parcel 26 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, except therefrom that portion of said Parcel 26 conveyed to the United States of America by the Warranty Deed recorded November 1, 1968 as Instrument No. 105219 of Official Records in said Office of the County Recorder described as follows:

BEGINNING at the northeast corner of Lot "H" of said Parcel Map, being the southeast corner of said Parcel 26 and a point on the northerly line of Hobson Way, 110 feet wide according to said Parcel Map, thence along said northerly line South 88° 18' 16" West, 1322.30 feet to the centerline of Buck Blvd as shown on said Parcel Map and to the northwest corner of said Lot "H" and the southwest corner of said Parcel 26;

Thence along said centerline and along the westerly line of said Parcel 26 North 01° 09' 40" West, 770.51 feet to the northwest corner of said Parcel 26;

Thence along the northerly line of said Parcel 26 North 88° 43' 46" East, 454.90 feet to the westerly line of Parcel 1 of said Warranty Deed;

Thence along said westerly line South 00° 58' 14" East, 200.00 feet to the southwest corner of said Parcel 1;

Thence along the southerly line of said Parcel 1 North 88° 43' 46" East, 205.40 feet to the southeast corner of said Parcel 1;

Thence along the easterly line of said Parcel 1 North 00° 59' 14" West, 200.00 feet to the northerly line of said Parcel 26;

Thence along said northerly line North 88° 43' 46" East, 457.24 feet to the westerly line of Parcel 2 of said Warranty Deed;

Thence along said westerly line South 00° 59' 14" East, 200.00 feet to the southwest corner of said Parcel 2;

Thence along the southerly line of said Parcel North 88° 43' 46" East, 205.40 feet to the easterly line of said Parcel 26;

Thence along said easterly line South 01° 09' 29" East, 560.70 feet to the **POINT OF BEGINNING**.

Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Section 28 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcel 33 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the corner common to Sections 28, 29, 32 and 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, being the southwest corner of said Parcel 33, thence along the westerly line of said Parcel 33 North 00° 59' 25" West, 1313.16 feet to the northwest corner of said Parcel 33;

Thence along the northerly line of said Parcel 33 North 88° 52' 13" East, 2621.00 feet to the northeast corner of said Parcel 33 and to the centerline of Buck Blvd as shown on said Parcel Map;

Thence along the easterly line of said Parcel 33 and said centerline South 01° 09' 40" East, 1315.43 feet to the southeast corner of said Parcel 33 and to the centerline of Riverside Ave as shown on said Parcel Map;

Thence along the southerly line of said Parcel 33 and said centerline South 88° 55' 12" West, 2624.92 feet to the **POINT OF BEGINNING**.

Containing 79.1 acres more or less.

The above-described land is graphically shown on Exhibit "B-1N", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

Containing 21.4 acres more or less.

The above-described land is graphically shown on Exhibit "B-10", being one (1) sheet total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of Section 33 of Township 6 South of Range 22 East of the San Bernardino Meridian, in the County of Riverside, State of California according to the official plat of said land filed in the District Land Office, also shown as Parcels 40 and 41 of Parcel Map 14,093 filed in Book 105, pages 78 through 87 inclusive of Parcel Maps in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southeast corner of said Parcel 41, thence along the southerly line of said Parcel 41 South 89° 16' 48" West, 555.43 feet to an angle in said southerly line;

Thence continuing along said southerly line and the southerly line of said Parcel 40 South 89° 16' 48" West, 588.26 feet to an angle point in the southerly line of said Parcel 40;

Thence continuing along said southerly line North 88° 20' 44" West, 600.55 feet to an angle point in said southerly line;

Thence continuing along said southerly line South 89° 16' 30" West, 127.09 feet to the southwest corner of said Parcel 40;

Thence along the westerly line of said Parcel 40 North 00° 47' 42" West, 946.83 feet to the southerly line of Hobson Way, 110 feet wide as shown on said Parcel Map, and to the southwest corner of Lot "B" of said Parcel Map;

Thence along said southerly line North 88° 02' 24" East, 1312.48 feet to an angle point in said southerly line;

Thence continuing along said southerly line North 88° 18' 16" East, 572.66 feet to the southeast corner of Lot "D" of said Parcel Map and to the northeast corner of said Parcel 41;

Thence along the easterly line of said Parcel 41 South 00° 00' 01" West, 1009.93 feet to the **POINT OF BEGINNING**.

Containing 42.5 acres more or less.

The above-described land is graphically shown on Exhibit "B-1P", being one (1) sheet total, attached hereto and made a part hereof.



END OF DESCRIPTION

Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/16/2021



Exhibit "A"
RRG Retained Parcels
Legal Description

That portion of the Southwest Quarter of Section 34, Township 6 South, Range 22 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, lying southerly of the southerly right of way line of Interstate 10, and excepting therefrom that portion of said Southwest Quarter lying easterly of the westerly boundary of the Palo Verdes Irrigation District described as Parcel A in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of Official Records of the Office of the County Recorder of said County; together with the Northwest $\frac{1}{4}$ of Tract No. 57, Section 5, Township 7 South, Range 22 East, San Bernardino Base and Meridian, in said County, as shown on the Independent Resurvey of said Township, accepted by the United State Land Office in May 1919; and together with that portion of the South Half of Tract No. 57, in Section 5, Township 7 South, Range 22 East, San Bernardino Base and Meridian, in said County, as shown by the Independent Resurvey of said Township, accepted by the United States Land Office in May 1919, described as Parcel 1 of Parcel C in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records; and together with that portion of Government Lots 4 and 5, in Section 5, Township 7 South, Range 22 East, San Bernardino Base and Meridian, in said County, approved December 16, 1919 described as Parcel 2 of Parcel C in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records; and together with the Southwest Quarter of the Southeast Quarter of Section 32, Township 6 South, Range 22 East, San Bernardino Base and Meridian, in said County according to the United States Government Survey, excepting therefrom that portion designated for State Highway Purposes, as set forth in that certain Final Order of Condemnation recorded Marcy 27, 1969 as Instrument Number 29939 of said Official Records; and together with that portion of Parcel 11 of Parcel Map 14453, in said County, as shown by Parcel Map on file in Book 100, pages 52 through 58, inclusive, of Parcel Maps of said Official Records described as Parcel E in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records; and together with that portion of Parcel 18 of said Parcel Map 14453, in said County, described as Parcel F in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records; and together with that portion of Government Tract No. 67, in Section 8, Township 7 South, Range 22 East, San Bernardino Base and Meridian, in said County, as shown on the Supplemental Diagram of the Survey of Entries, Independent Resurvey accepted May 10, 1919, by the Government Land Office, lying outside of the Palo Verde Irrigation District Boundary, as that boundary existed on February 12, 1948, excepting therefrom that portion, if any, located in the easterly 1192.6 feet of said Tract No. 67; and together with Parcel 1 through 16, inclusive, and Parcels 19 through 23, inclusive of said Parcel Map 14453, in said County, excepting therefrom that portion of Parcel 11 of said Parcel Map described in the deed recorded October 11, 1988 as Instrument No. 293738 of said Official Records, and pursuant to the Lot Line Adjustment Case No. 2184

Exhibit "A"
RRG Retained Parcels
Legal Description

approved by the Riverside County Planning Department on August 19, 1985; and together with the west 30 feet of the Southwest Quarter of the Southwest Quarter of Section 34, Township 6 South, Range 22 East, San Bernardino Base and Meridian, in said County, excepting therefrom that portion described by the Final Order of Condemnation recorded September 4, 1968 as Instrument No. 85666 of said Official Records; and together with that portion of the North Half of Section 5, Township 7 South, Range 22 East, San Bernardino Base and Meridian described as Parcel J in the Grant Deed recorded August 11, 2014 as Series No. 2014-0303127 of said Official Records, all being more particularly described as follows:

BEGINNING at a found 2 ½" inch brass disc stamped "TR. 59 TR. 57 TR. 61 TR. 66 1917" marking the southwest corner of said Tract 57, and as shown on said Parcel Map 14453, thence along the westerly line of said Tract 57 North 00° 44' 36" West, 2623.40 feet to the northeast corner of said Tract 57;

Thence along the northerly line of Tract 57 North 89° 18' 50" East, 1335.73 feet to the northeast corner of the Northwest Quarter of said Tract 57;

Thence along the easterly line of said Northwest Quarter South 00° 46' 24" East, 1310.63 feet (L1) to the northerly line of the South Half of said Tract 57;

Thence along said northerly line North 89° 16' 19" East, 1336.21 feet (L2) to the easterly line of said Tract 57;

Thence along said easterly line North 00° 48' 47" West, 1309.59 feet (L3) to the southerly line of the Southwest Quarter of the Southeast Quarter of said Section 32;

Thence along said southerly line South 89° 18' 33" West, 175.01 feet (L4) to southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 32;

Thence along the westerly line of the Southwest Quarter of the Southeast Quarter of said Section 32 North 00° 36' 55" West, 1234.35 feet to the southerly line of said State Highway;

Thence along said southerly line the following eight (8) courses:

1. North 89° 16' 47" East, 242.77 feet (L5);
2. Thence North 73° 54' 12" East, 207.43 feet (L6);
3. Thence North 89° 16' 46" East, 1000.76 feet (L7);

Exhibit "A"
RRG Retained Parcels
Legal Description

4. Thence North 86° 52' 58" East, 600.62 feet (L8);
5. Thence North 89° 16' 44" East, 3600.09 feet;
6. Thence South 76° 41' 29" East, 206.22 feet (L9);
7. Thence South 88° 48' 43" East, 1801.10 feet;
8. Thence South 89° 05' 04" East, 1234.26 feet to the westerly boundary of said Palo Verdes Irrigation District;

Thence leaving said southerly line and along said westerly line South 20° 09' 20" West, 1255.03 feet to the southerly line of said Section 34;

Thence along said southerly line South 89° 37' 32" West, 509.09 feet (L10) to the southwest corner of said Section 34 and to the northeast corner of Parcel 6 of said Parcel Map 14453;

Thence along the easterly line of said Parcel 6 South 01° 26' 52" East, 1306.40 feet to an angle point in the boundary line of said Parcel 6;

Thence along the southeasterly line of said Parcel 6 South 32° 40' 21" West, 1558.67 feet to an angle point in the boundary line of said Parcel 6;

Thence along the southerly line of said Parcel 6 South 89° 18' 59" West, 458.77 feet (L11) to the corner common to Parcel 6, 7 and 16 or said Parcel Map;

Thence along the easterly line of said Parcel 16 South 00° 56' 27" East, 1321.21 feet to the southeast corner of said Parcel 16;

Thence along the southerly line of said Parcel 16 and Parcel 15 of said Parcel Map South 89° 03' 25" West, 2640.32 feet to the easterly line of Parcel 14 of said Parcel Map;

Thence along the westerly line of said Parcel 14 South 01° 31' 50" East, 1303.16 feet to the southeast corner of said Parcel 14;

Thence along the southerly line of said Parcel 14 South 89° 06' 19" West, 1351.79 feet (L12) to intersection of the centerlines of Keim Blvd and 16th Avenue, both 60 feet wide, as shown on said Parcel Map;

Thence along the centerline of said Keim Blvd South 03° 25' 39" East, 1321.53 feet (L13) to the southeast corner of said Parcel F;

Exhibit "A"
RRG Retained Parcels
Legal Description

Thence along the southerly line of said Parcel F South 89° 08' 23" West, 662.21 feet (L14) to the southeast corner of Parcel 19 of said Parcel Map;

Thence along the southerly line of said Parcel 19 and Parcel 20 of said Parcel Map South 89° 08' 23" West, 806.40 feet (L15) to said Palo Verde Irrigation District Boundary;

Thence along said Palo Verde Irrigation District Boundary South 70° 05' 55" West, 4046.89 feet to the westerly line of said Government Tract No. 67;

Thence along said westerly line North 00° 52' 05" West, 1320.28 feet to the northwest corner of said Government Tract No. 67;

Thence along the northerly line of said Government Tract No. 67 North 89° 08' 23" East, 1321.08 feet to the southwest corner of Parcel 23 of said Parcel Map;

Thence along the westerly line of said Parcel 23 North 01° 16' 12" West, 1321.76 feet to the southerly line of Parcel 12 of said Parcel Map;

Thence along the southerly line of said Parcel 12 and said Parcel 11 South 89° 13' 07" West, 1224.19 feet to the southwest corner of said Parcel 11;

Thence along the westerly line of said Parcel 11 North 00° 46' 19" West, 2633.76 feet to the **POINT OF BEGINNING**;

Containing 1476.5 acres more or less.

The above-described land is graphically shown on Exhibit "A-1Q", being five (5) sheets total, attached hereto and made a part hereof.

END OF DESCRIPTION



Clayton L. Bradshaw, P.L.S. 8298

Date Signed: 02/26/2021



Amended and Restated Development Agreement No. 79

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

EXHIBIT

B

Phase I Plats

Blythe Mesa Solar II, LLC

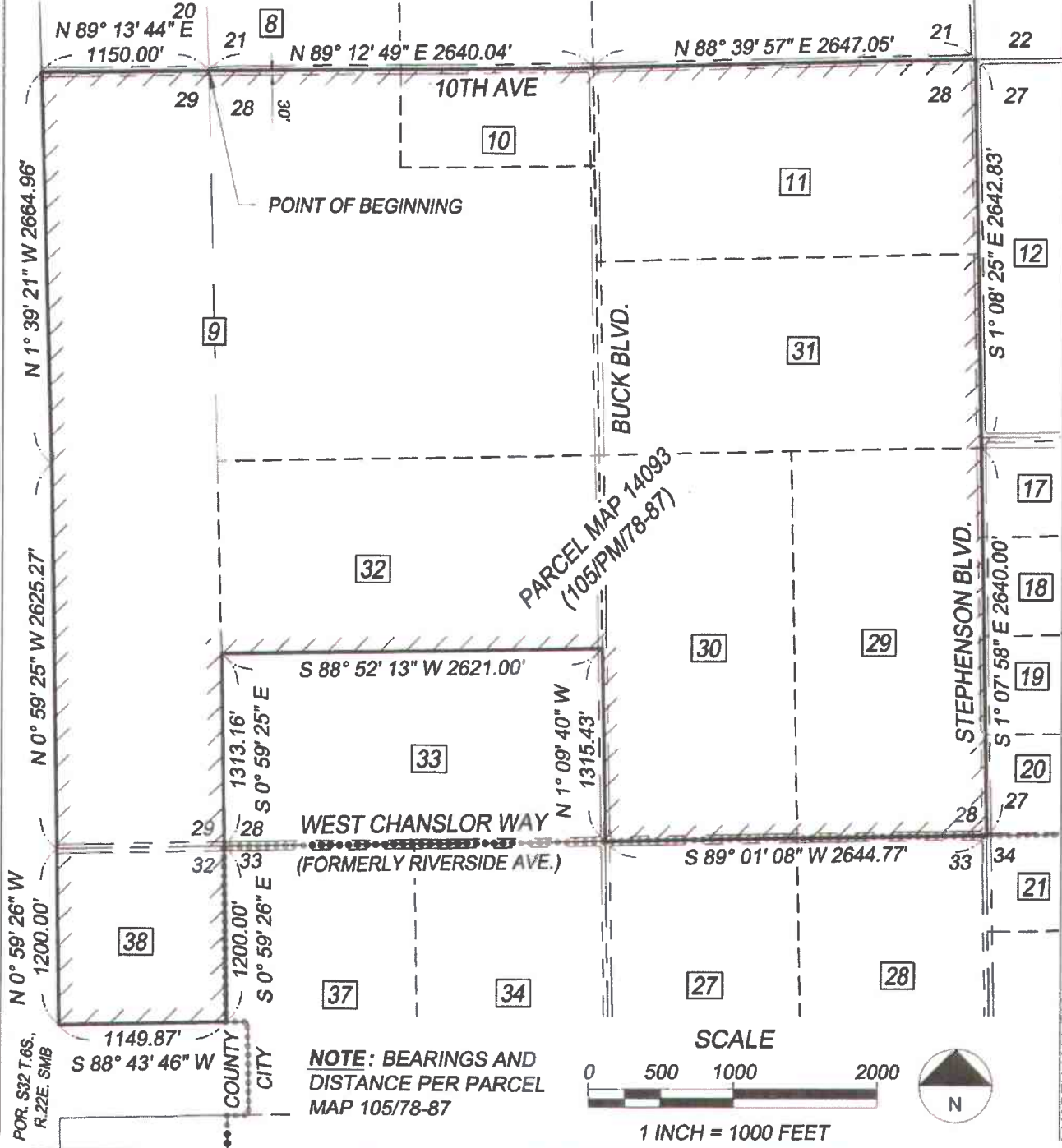
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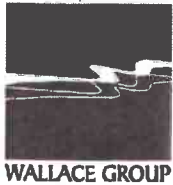
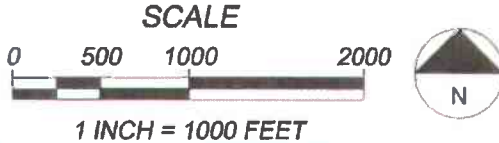
LEGAL DESCRIPTION AREA -
730.2 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**

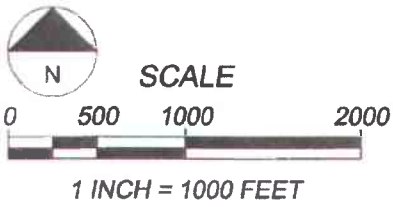
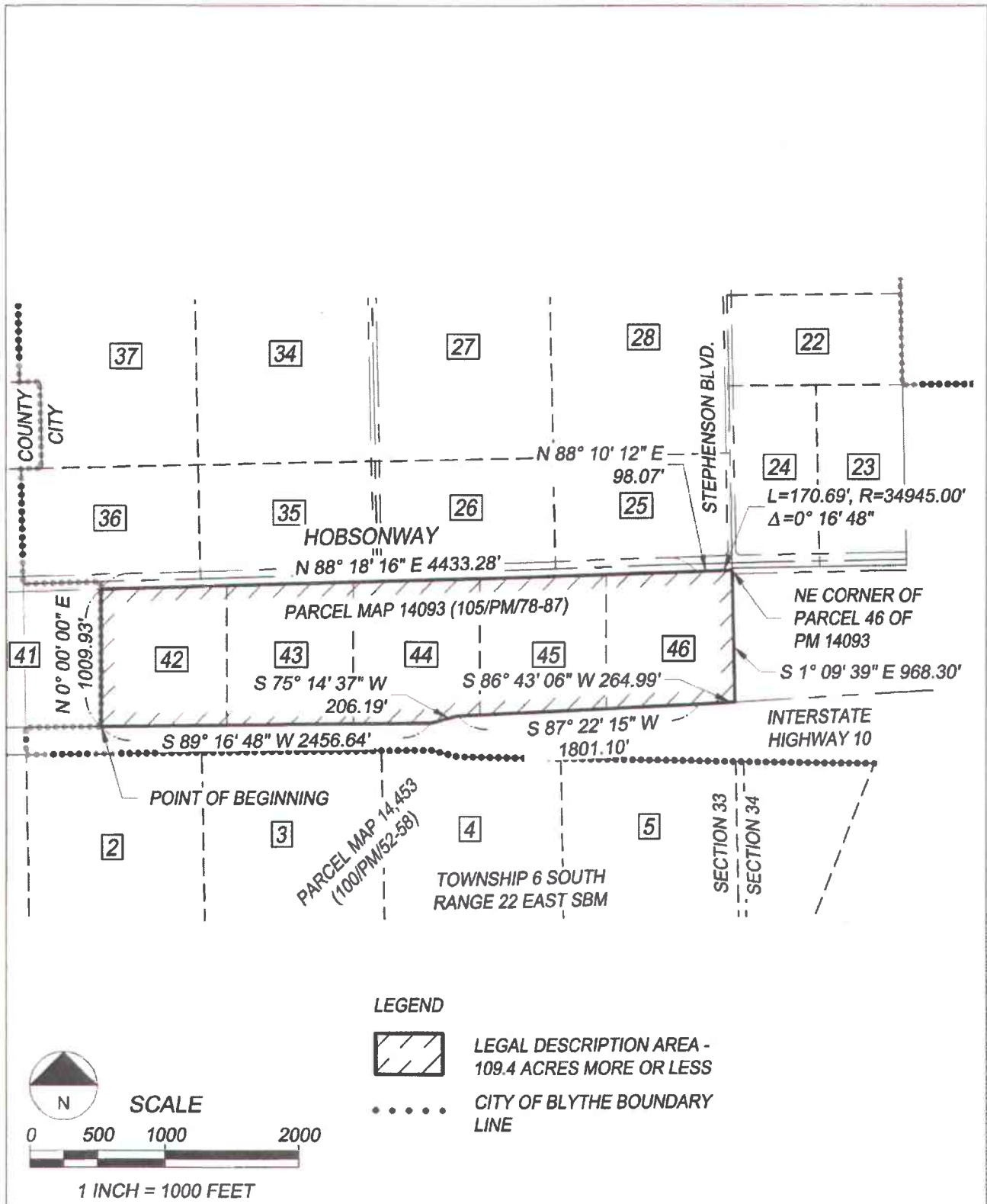




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EXHIBIT "B-1A"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1A"

JOB No. : 1573-0001
DRAWN BY: DRAWNBVY
DATE : 02/16/2021
SCALE : 1" = 1000'

LAYOUT NAME: GILA NORTH 0001 COUNTY PARCEL 9-11 29-32 38 PROJ+MITI



- LEGEND**
-  LEGAL DESCRIPTION AREA - 109.4 ACRES MORE OR LESS
 -  CITY OF BLYTHE BOUNDARY LINE

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EXHIBIT "B-1B"
 BLYTHE MESA SOLAR II, LLC
 IN THE CITY OF BLYTHE, CA
 SHEET 1 OF 1 OF EXHIBIT "B-1B"

JOB No. : 1573-0001
 DRAWN BY: DRAWNBVY
 DATE : 02/16/2021
 SCALE : 1" = 1000'

LAYOUT NAME: GILA NORTH 0002 CITY PARCEL 42-46 PROJ

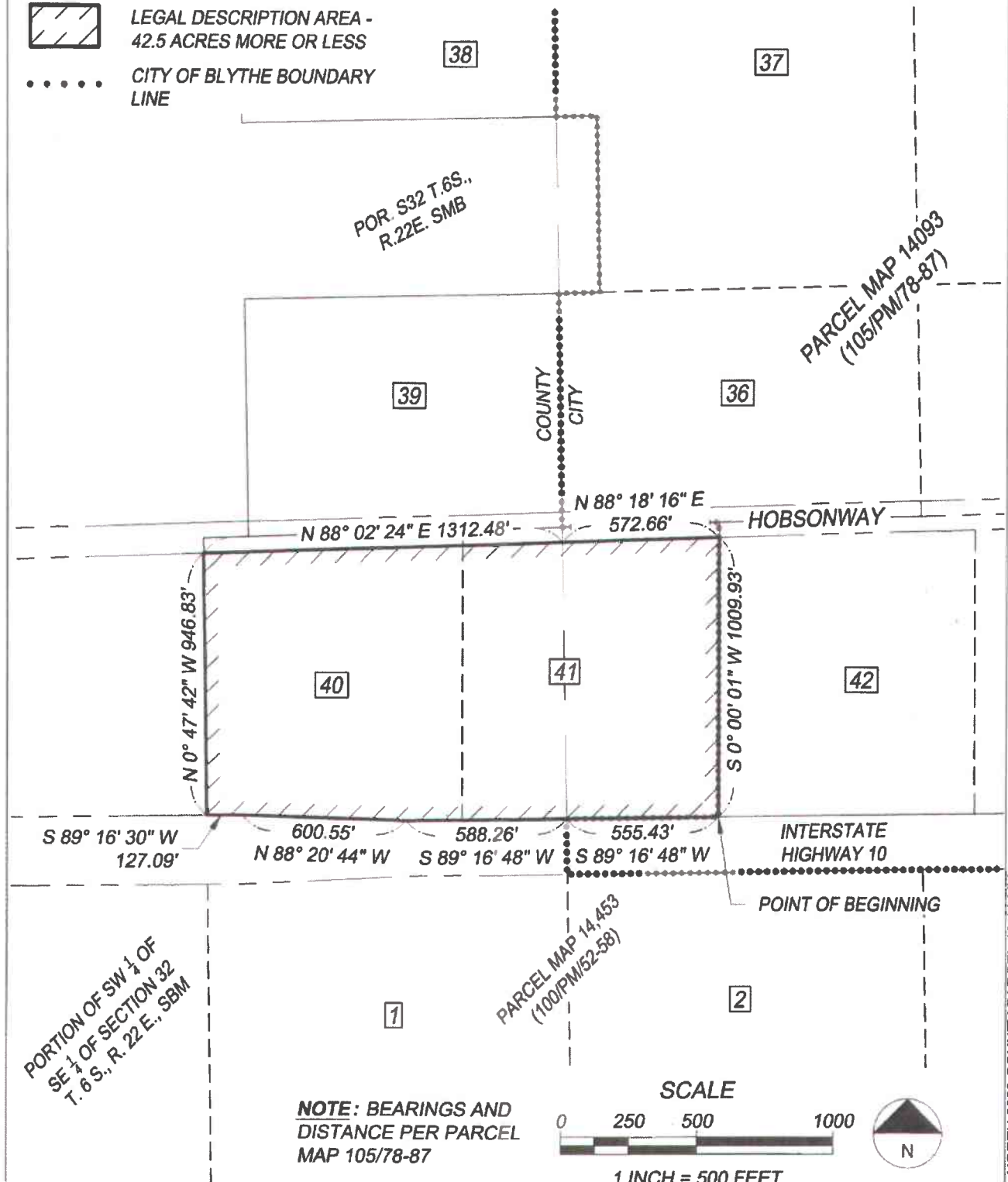
LEGEND



LEGAL DESCRIPTION AREA -
42.5 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



PORTION OF SW 1/4 OF
SE 1/4 OF SECTION 32
T. 6 S., R. 22 E., SBM

**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**



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EXHIBIT "B-1C"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1C"

JOB No. : 1573-0001
DRAWN BY: DRAWNB
DATE : 02/16/2021
SCALE : 1" = 500'

LAYOUT NAME: GILA NORTH 0003 COUNTY PARCEL 40 41 MV

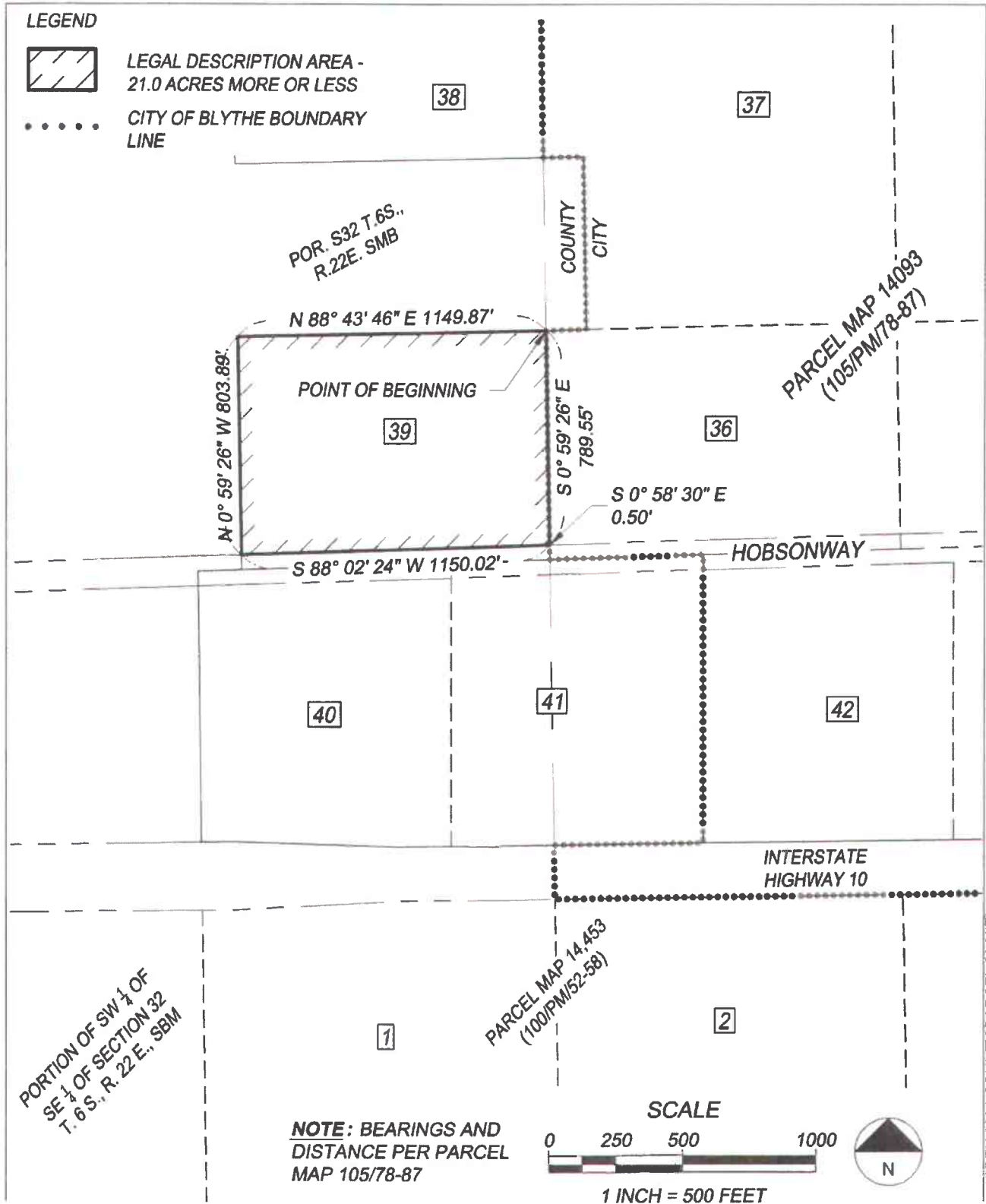
LEGEND



LEGAL DESCRIPTION AREA -
21.0 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87



1 INCH = 500 FEET

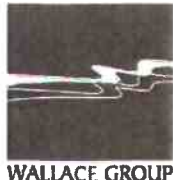


PORTION OF SW 1/4 OF
SE 1/4 OF SECTION 32
T. 6 S., R. 22 E., SBM

PARCEL MAP 14,453
(100/PM/52-58)

PARCEL MAP 14093
(105/PM/78-87)

LAYOUT NAME: GILA NORTH 0004 COUNTY PARCEL 39 MITT



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EXHIBIT "B-1D"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1D"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 500'

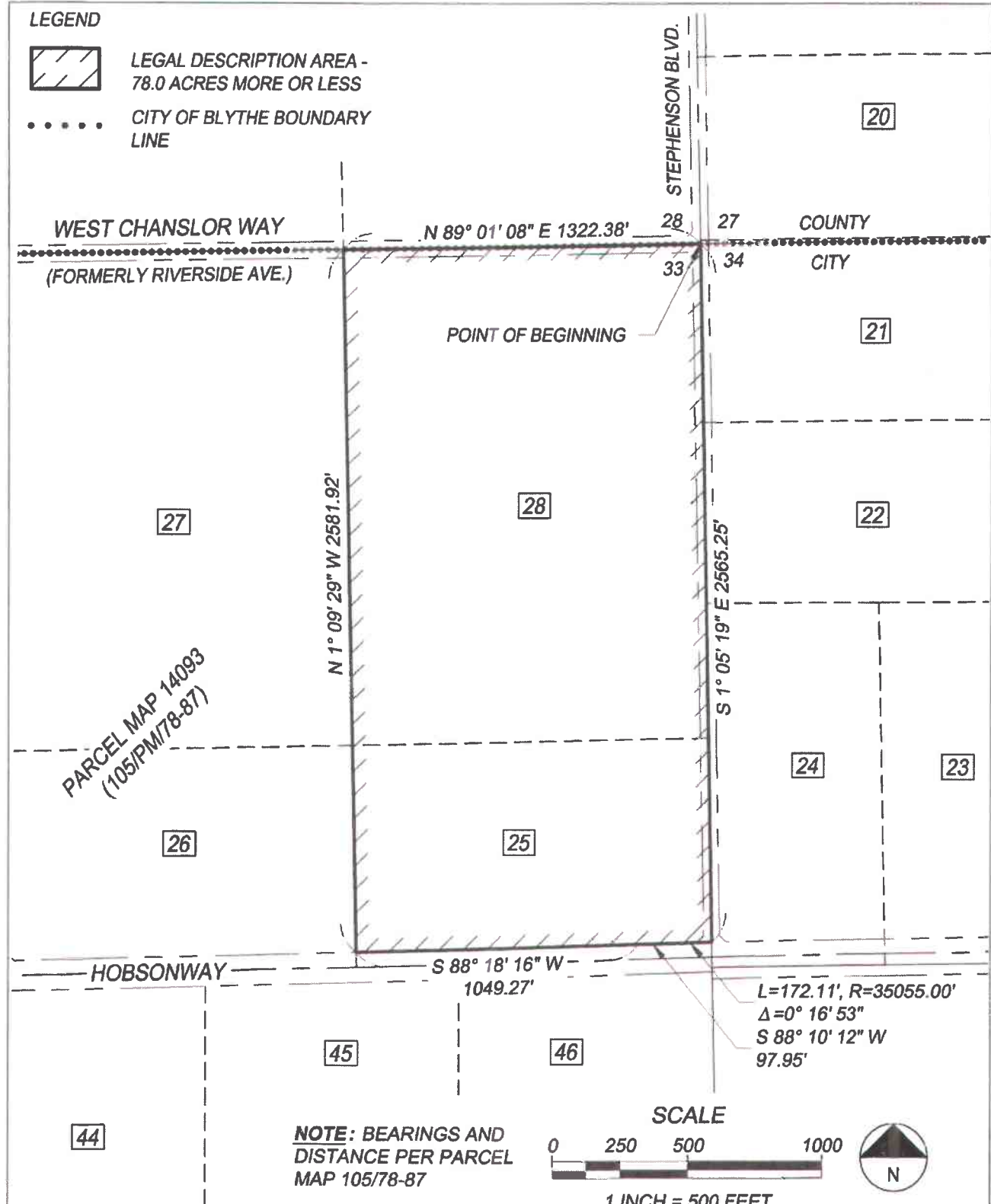
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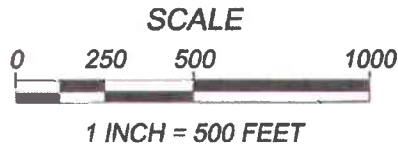
LEGAL DESCRIPTION AREA -
78.0 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**



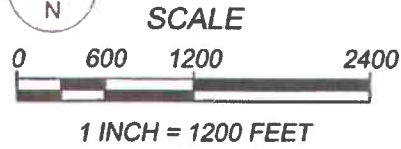
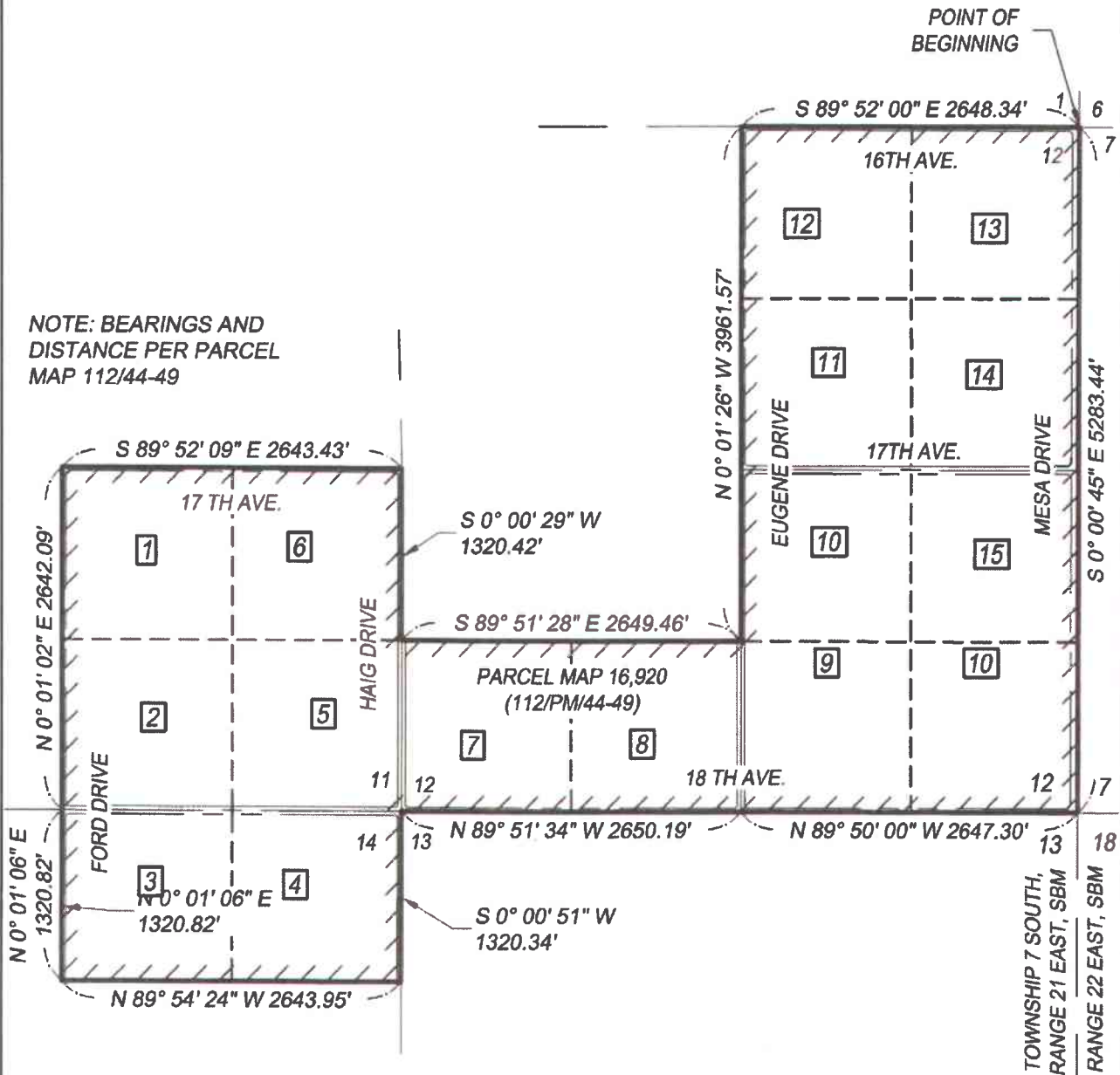
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EXHIBIT "B-1E"
BLYTHE MESA SOLAR II, LLC
IN THE CITY OF BLYTHE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1E"

JOB No. : 1573-0001
DRAWN BY: DRAWNB
DATE : 02/16/2021
SCALE : 1" = 500'

LAYOUT NAME: GILA NORTH 0005 CITY PARCEL 25 28 MITT

NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 112/44-49



LEGEND

LEGAL DESCRIPTION AREA -
641.9 ACRES MORE OR LESS



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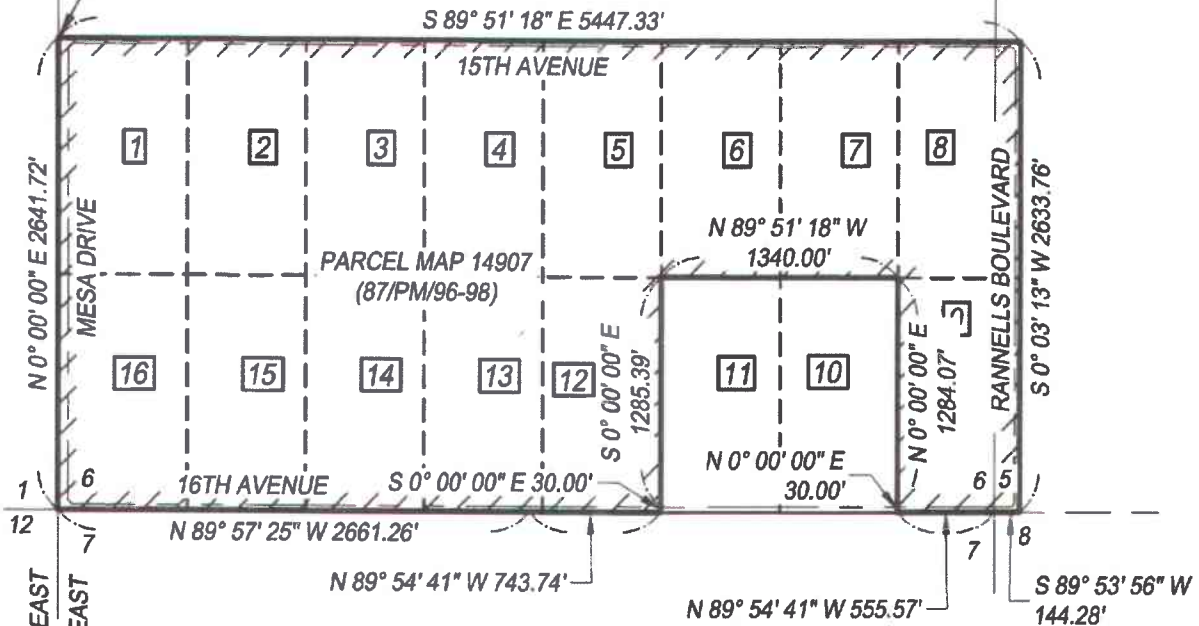
EXHIBIT "B-1F"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1F"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 1200'

LAYOUT NAME: GILA SOUTH

POINT OF BEGINNING

SECTION 6
TOWNSHIP 7 SOUTH
RANGE 22 EAST SBM



NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 14,907 87/96-98



SCALE

500 1000 2000



1 INCH = 1000 FEET

LEGEND



LEGAL DESCRIPTION AREA -
289.3 ACRES MORE OR LESS



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EXHIBIT "B-1G"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1G"

JOB No. : 1573-0001

DRAWN BY: DRAWNBYP

DATE : 02/16/2021

SCALE : 1" = 1000'

LAYOUT NAME: RIVERA

LEGEND

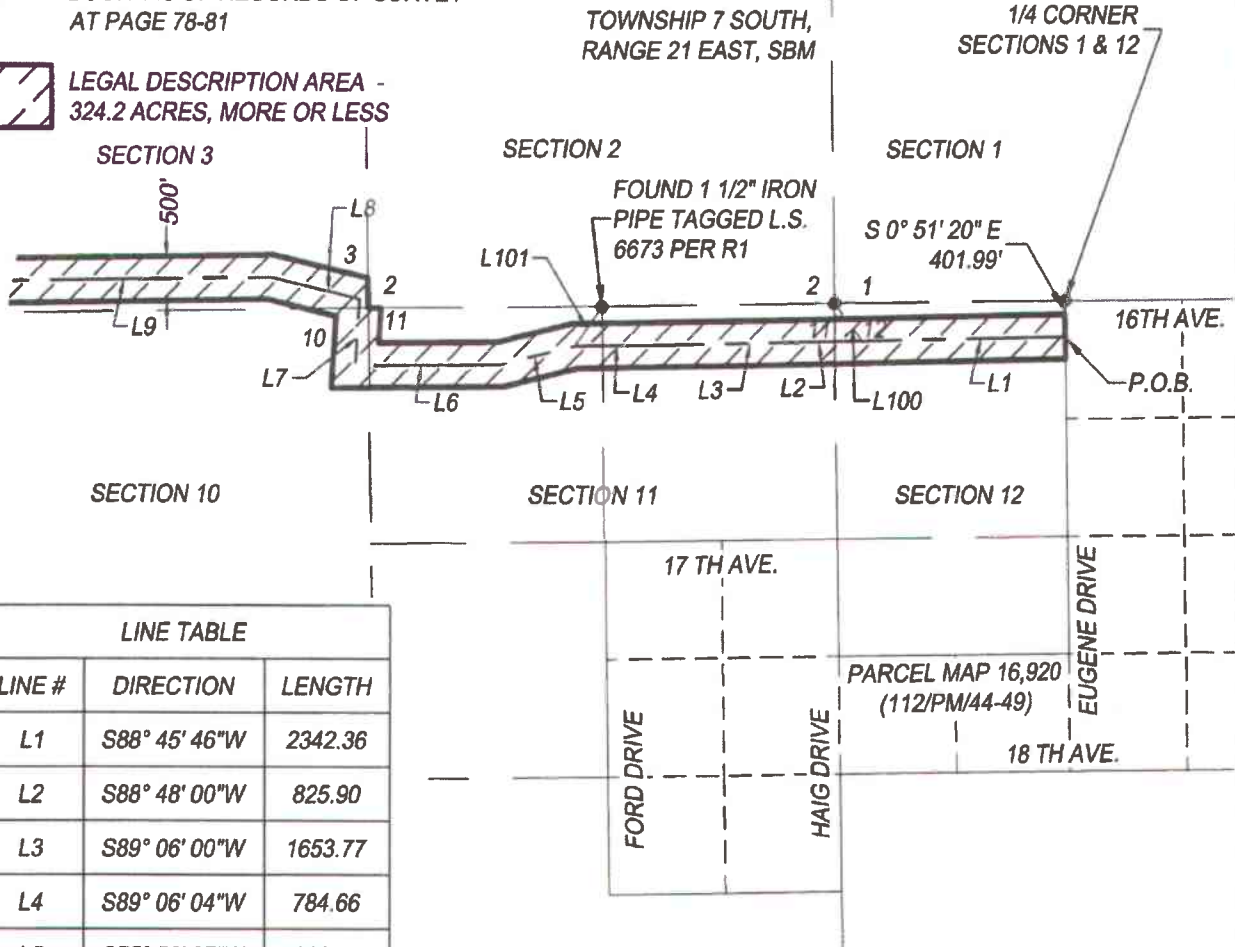
● FOUND 2" IRON PIPE TAGGED L.S. 6673 PER R1
UNLESS NOTED OTHERWISE

P.O.T. POINT OF TERMINATION

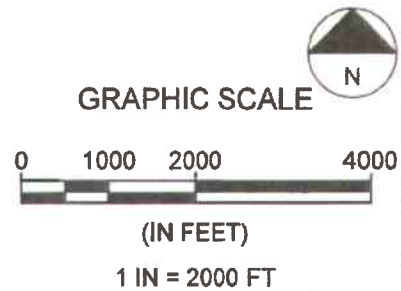
P.O.B. POINT OF BEGINNING

R1 BOOK 148 OF RECORDS OF SURVEY
AT PAGE 78-81

 LEGAL DESCRIPTION AREA -
324.2 ACRES, MORE OR LESS



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88° 45' 46"W	2342.36
L2	S88° 48' 00"W	825.90
L3	S89° 06' 00"W	1653.77
L4	S89° 06' 04"W	784.66
L5	S75° 58' 07"W	868.46
L6	S89° 17' 27"W	1640.09
L7	N3° 44' 56"E	748.43
L8	N76° 27' 13"W	1026.62
L9	S89° 07' 05"W	3401.91
L100	S36° 29' 45"E	522.71
L101	S34° 49' 21"W	541.43




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EXHIBIT "B-1H"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 4 OF EXHIBIT "B-1H"

JOB No. : 1573-0001
DRAWN BY: DRAWNBYS
DATE : 02/16/2021
SCALE : 1" = 2000'

LAYOUT NAME: BLM 500 FT STRIP (01)

LEGEND

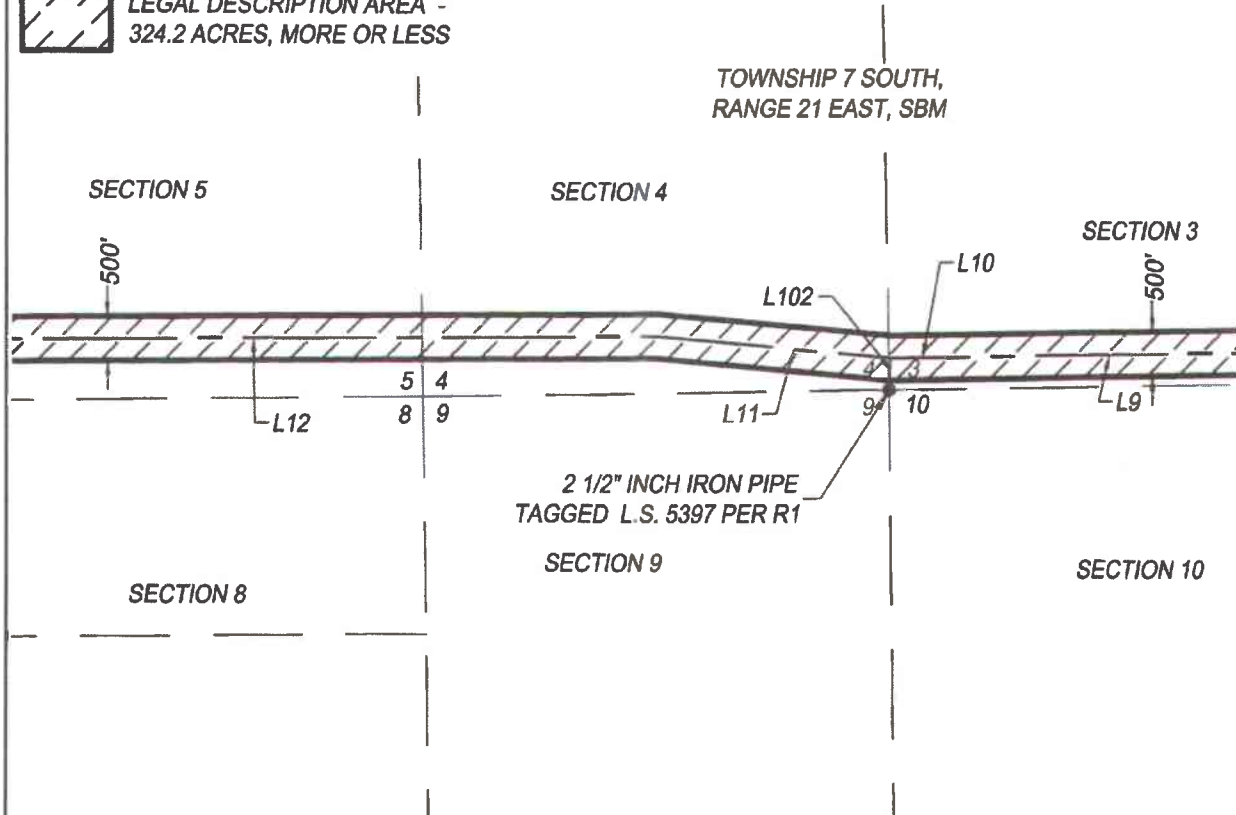
● FOUND 2" IRON PIPE TAGGED L.S. 6673 PER R1
UNLESS NOTED OTHERWISE

P.O.T. POINT OF TERMINATION

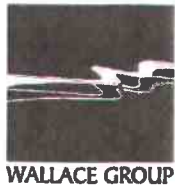
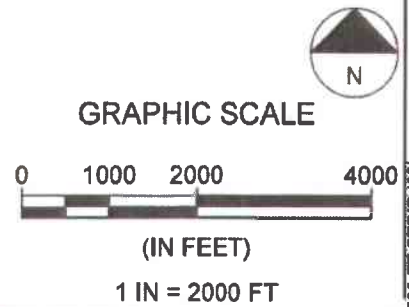
P.O.B. POINT OF BEGINNING

R1 BOOK 148 OF RECORDS OF SURVEY
AT PAGE 78-81

 LEGAL DESCRIPTION AREA -
324.2 ACRES, MORE OR LESS



LINE TABLE		
LINE #	DIRECTION	LENGTH
L9	S89° 07' 05"W	3401.91
L10	S89° 08' 59"W	753.42
L11	N84° 39' 34"W	2644.49
L12	S89° 31' 42"W	9405.36
L102	N3° 52' 02"E	375.21



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EXHIBIT "B-1H"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 2 OF 4 OF EXHIBIT "B-1H"

JOB No. : 1573-0001
DRAWN BY: DRAWNBYS
DATE : 02/16/2021
SCALE : 1" = 2000'

LAYOUT NAME: BLM 500 FT STRIP (02)

LEGEND

● FOUND 2" IRON PIPE TAGGED L.S. 6673 PER R1
UNLESS NOTED OTHERWISE

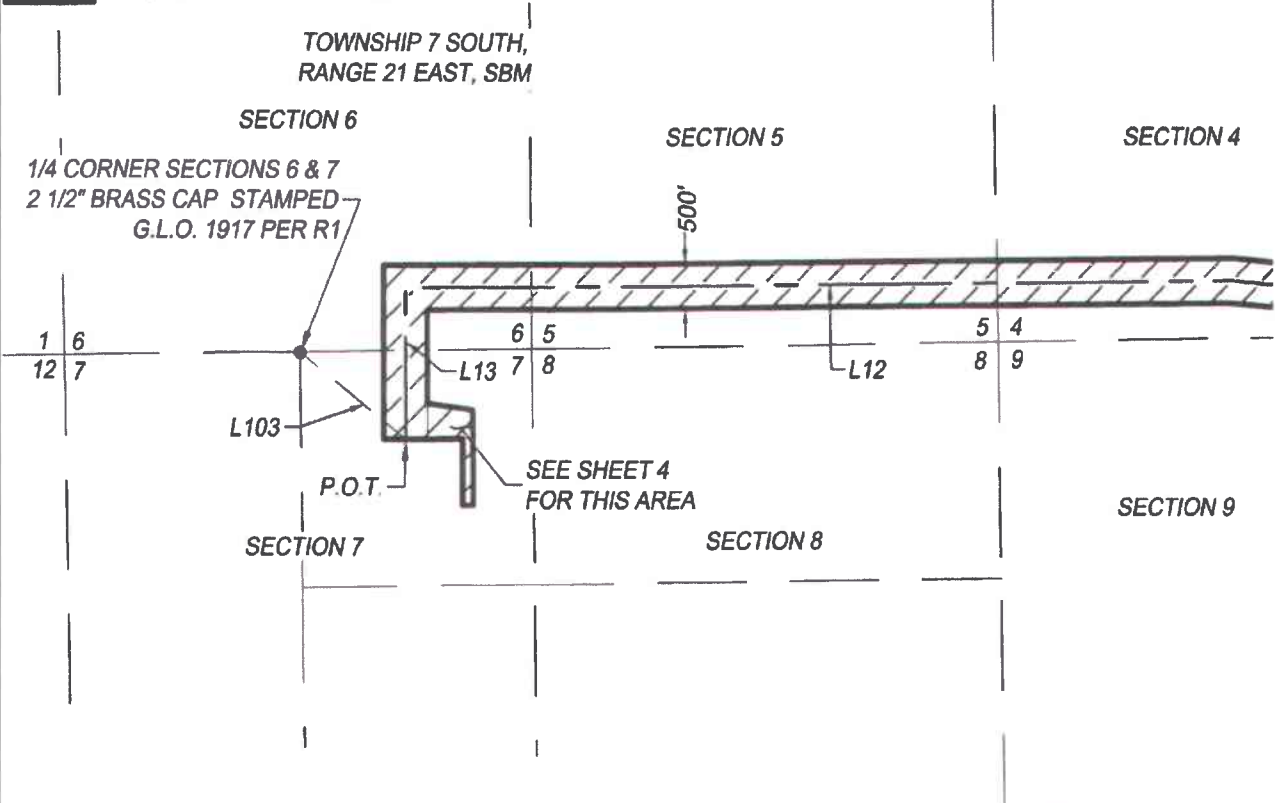
P.O.T. POINT OF TERMINATION

P.O.B. POINT OF BEGINNING

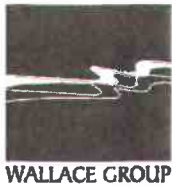
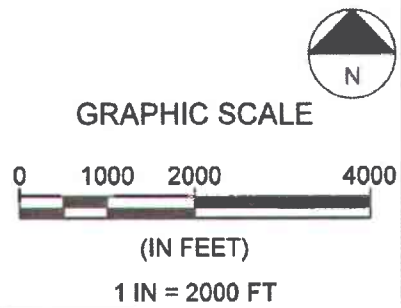
R1 BOOK 148 OF RECORDS OF SURVEY
AT PAGE 78-81



LEGAL DESCRIPTION AREA -
324.2 ACRES, MORE OR LESS



LINE TABLE		
LINE #	DIRECTION	LENGTH
L12	S89° 31' 42"W	9405.36
L13	S0° 06' 18"E	1697.65
L103	S50° 58' 47"E	1546.23



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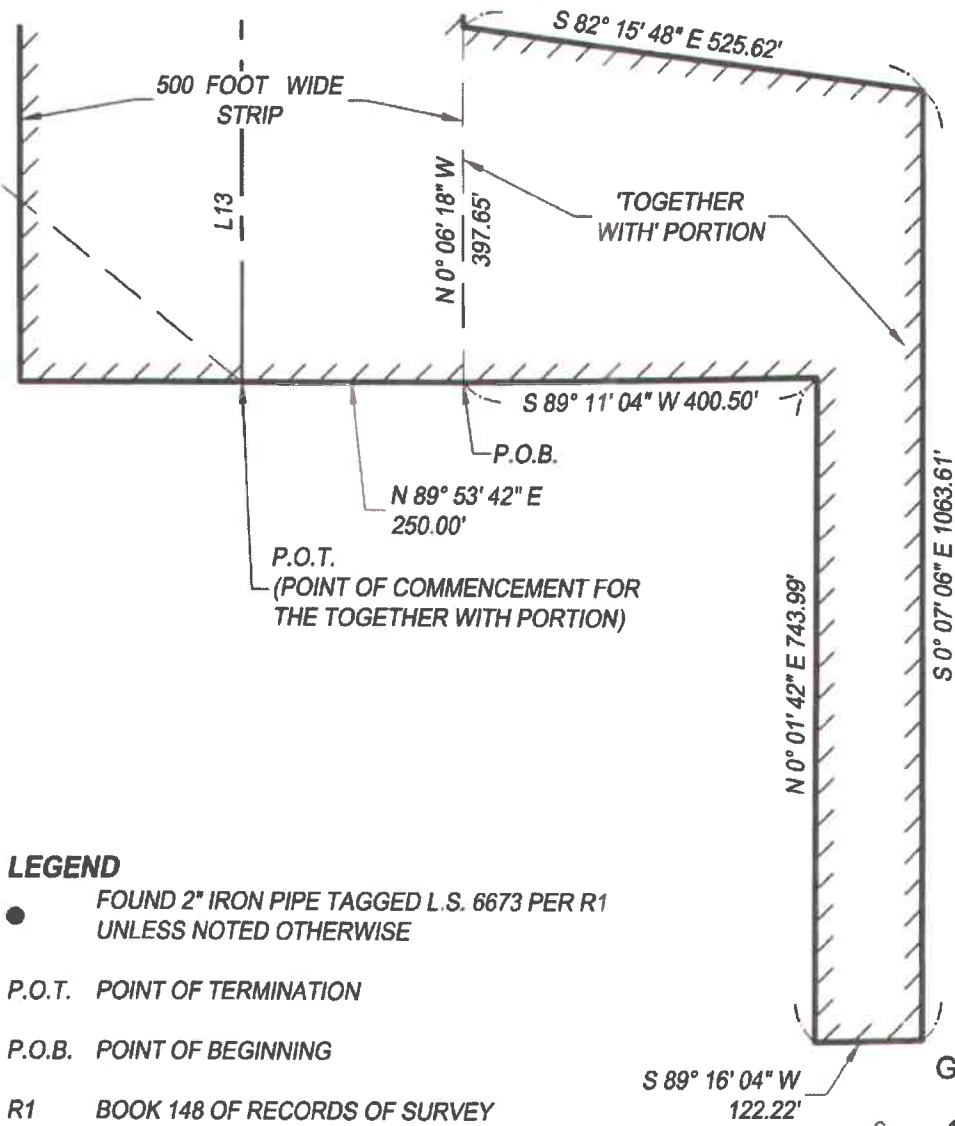
EXHIBIT "B-1H"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 3 OF 4 OF EXHIBIT "B-1H"

JOB No. : 1573-0001
DRAWN BY: DRAWNBVY
DATE: 02/16/2021
SCALE: 1" = 2000'

LAYOUT NAME: BLM 500 FT STRIP (03)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	S0° 06' 18"E	1697.65

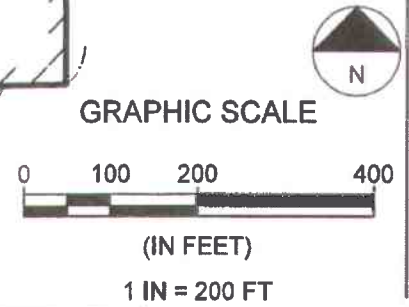
SECTION 7
TOWNSHIP 7 SOUTH,
RANGE 21 EAST, SBM



LEGEND

- FOUND 2" IRON PIPE TAGGED L.S. 6673 PER R1 UNLESS NOTED OTHERWISE
- P.O.T. POINT OF TERMINATION
- P.O.B. POINT OF BEGINNING
- R1 BOOK 148 OF RECORDS OF SURVEY AT PAGE 78-81

 LEGAL DESCRIPTION AREA - 324.2 ACRES, MORE OR LESS




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EXHIBIT "B-1H"
BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 4 OF 4 OF EXHIBIT "B-1H"

JOB No. : 1573-0001
DRAWN BY: DRAWNBVY
DATE : 02/16/2021
SCALE : 1" = 200'

LAYOUT NAME: BLM 500 FT STRIP (04)

LEGEND



LEGAL DESCRIPTION AREA -
0.35 ACRES, MORE OR LESS

SECTION 1
TOWNSHIP 7 SOUTH,
RANGE 21 EAST, SBM

PARCEL 16
PARCEL MAP
14,907
87/PM/96-98

POINT OF
BEGINNING

LOT "A"

LOT "I"

N 89° 12' 55" E 174.59'

16 TH AVENUE

1 6
12 7

PARCEL 13
PARCEL MAP
16,920
112/PM/44-49

N 0° 50' 17" W 174.88'

S 44° 08' 33" W 247.00'

TRACT 62
SECTION 7
TOWNSHIP 7 SOUTH
RANGE 22 EAST
SBM

RANGE 21 EAST
RANGE 22 EAST

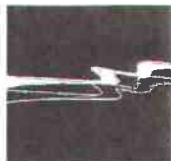


GRAPHIC SCALE



(IN FEET)

1 IN = 60 FT



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EXHIBIT "B-1"

BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 EXHIBIT "B-1"

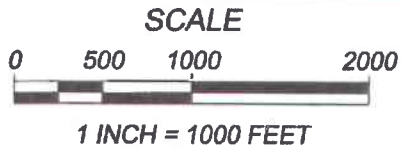
JOB No. : 1573-0001

DRAWN BY: DRAWNBV

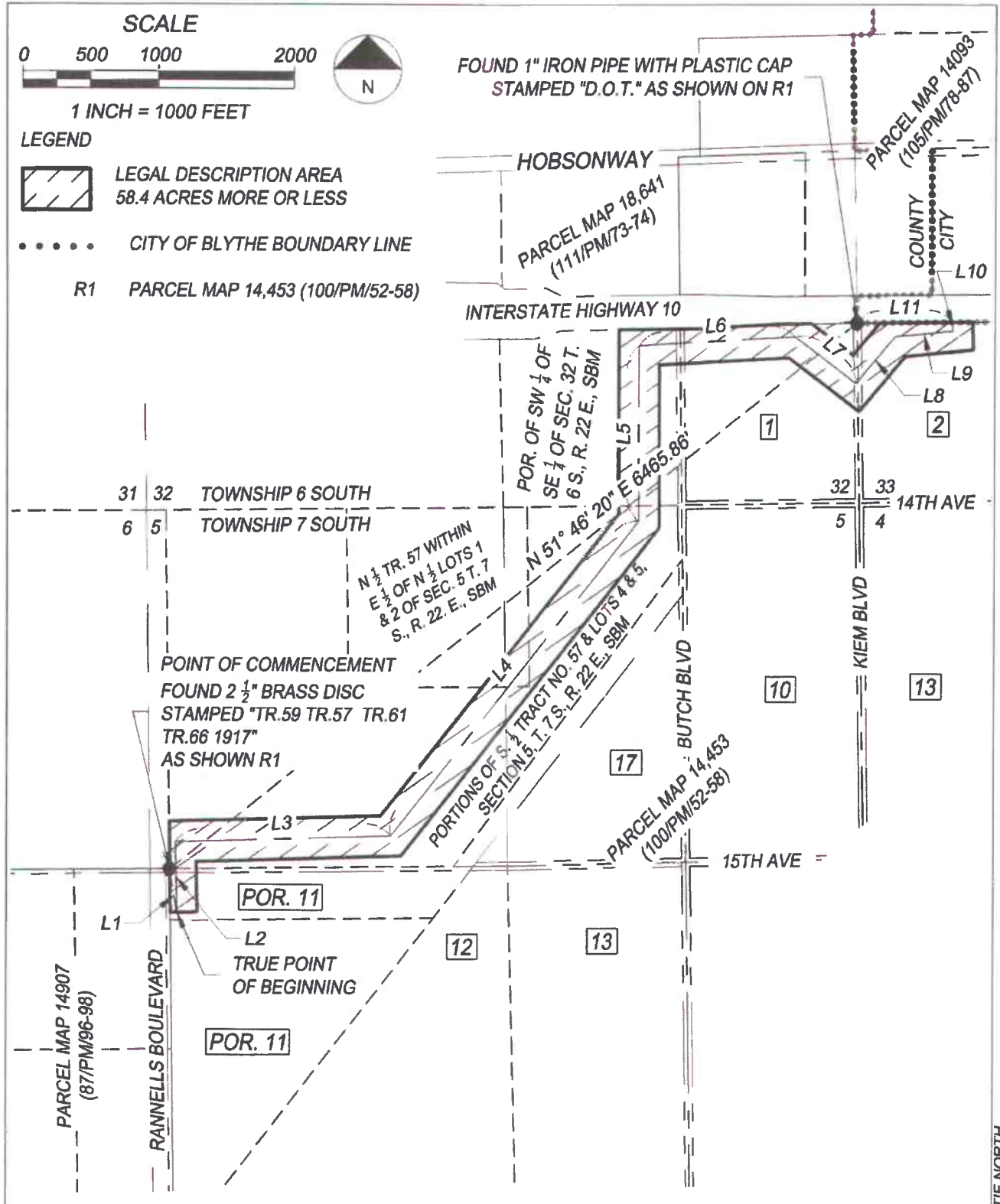
DATE : 02/16/2021

SCALE : 1" = 60'

LAYOUT NAME: BLM SECTION 7 TRIANGLE (01)



- LEGEND**
- LEGAL DESCRIPTION AREA
58.4 ACRES MORE OR LESS
 - CITY OF BLYTHE BOUNDARY LINE
 - R1 PARCEL MAP 14,453 (100/PM/52-58)



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EXHIBIT "B-1J"

BLYTHE MESA SOLAR II, LLC
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 2 OF EXHIBIT "B-1J"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBV
DATE :	02/16/2021
SCALE :	1" = 1000'

LAYOUT NAME: GEN TIE NORTH

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S9° 05' 09"E	324.33
L2	N1° 08' 14"W	518.53
L3	N88° 09' 18"E	1591.84
L4	N38° 24' 23"E	2943.28
L5	N0° 01' 04"W	1282.79
L6	N86° 58' 21"E	1161.35
L7	S53° 10' 11"E	565.31
L8	N40° 09' 35"E	445.27
L9	N84° 19' 35"E	430.97
L10	S2° 03' 15"E	65.40
L11	N89° 16' 24"E	706.53



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EXHIBIT "B-1J"
 BLYTHE MESA SOLAR II, LLC
 IN THE COUNTY OF RIVERSIDE, CA
 SHEET 2 OF 2 OF EXHIBIT "B-1J"

JOB No. : 1573-0001
 DRAWN BY: DRAWNBVY
 DATE : 02/16/2021
 SCALE : 1" = 1000'

LAYOUT NAME: GEN TIE NORTH (2)

EXHIBIT

B

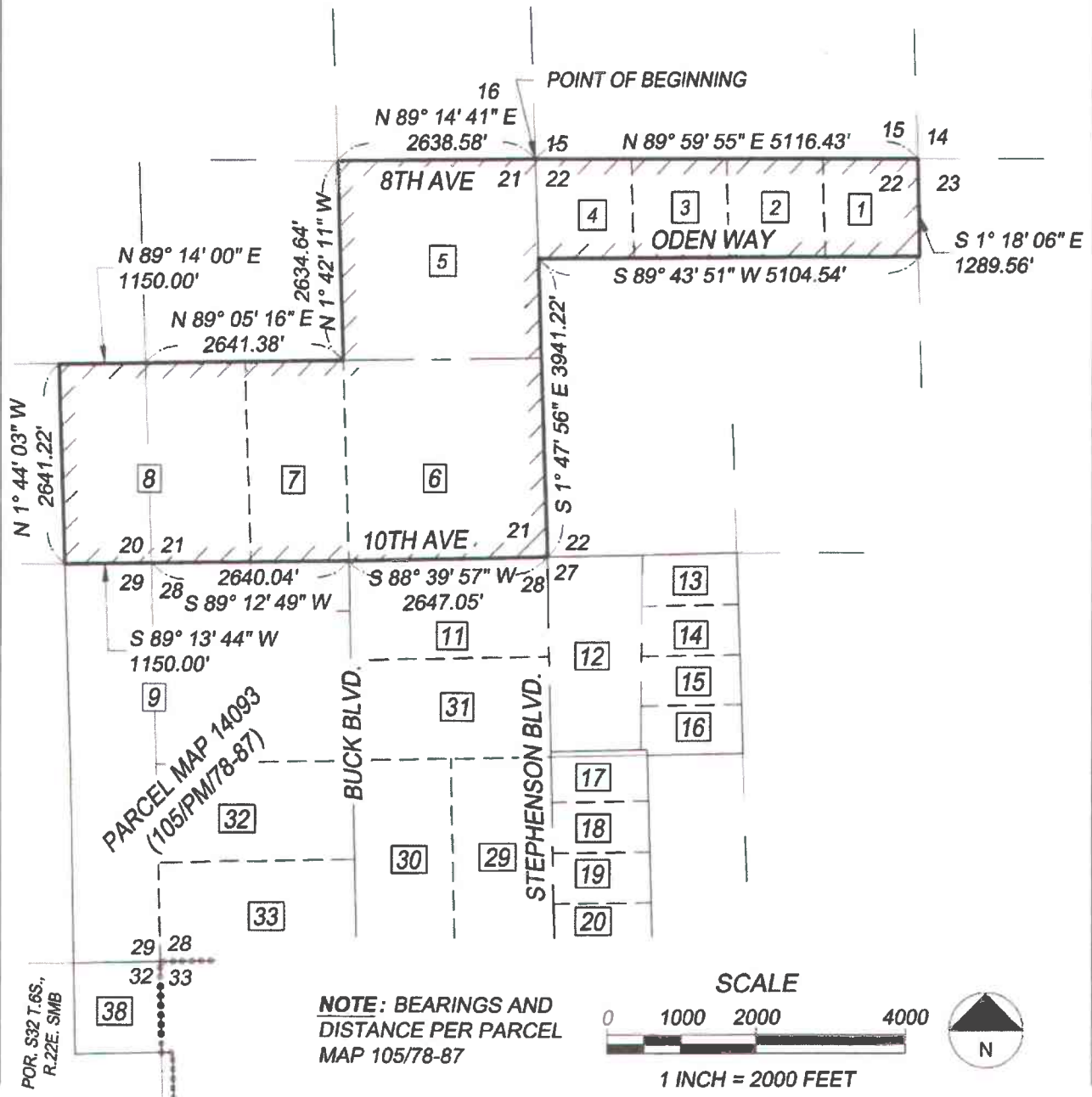
Phase II Plats

Renewable Resources Group

LEGEND



LEGAL DESCRIPTION AREA -
702.2 ACRES MORE OR LESS

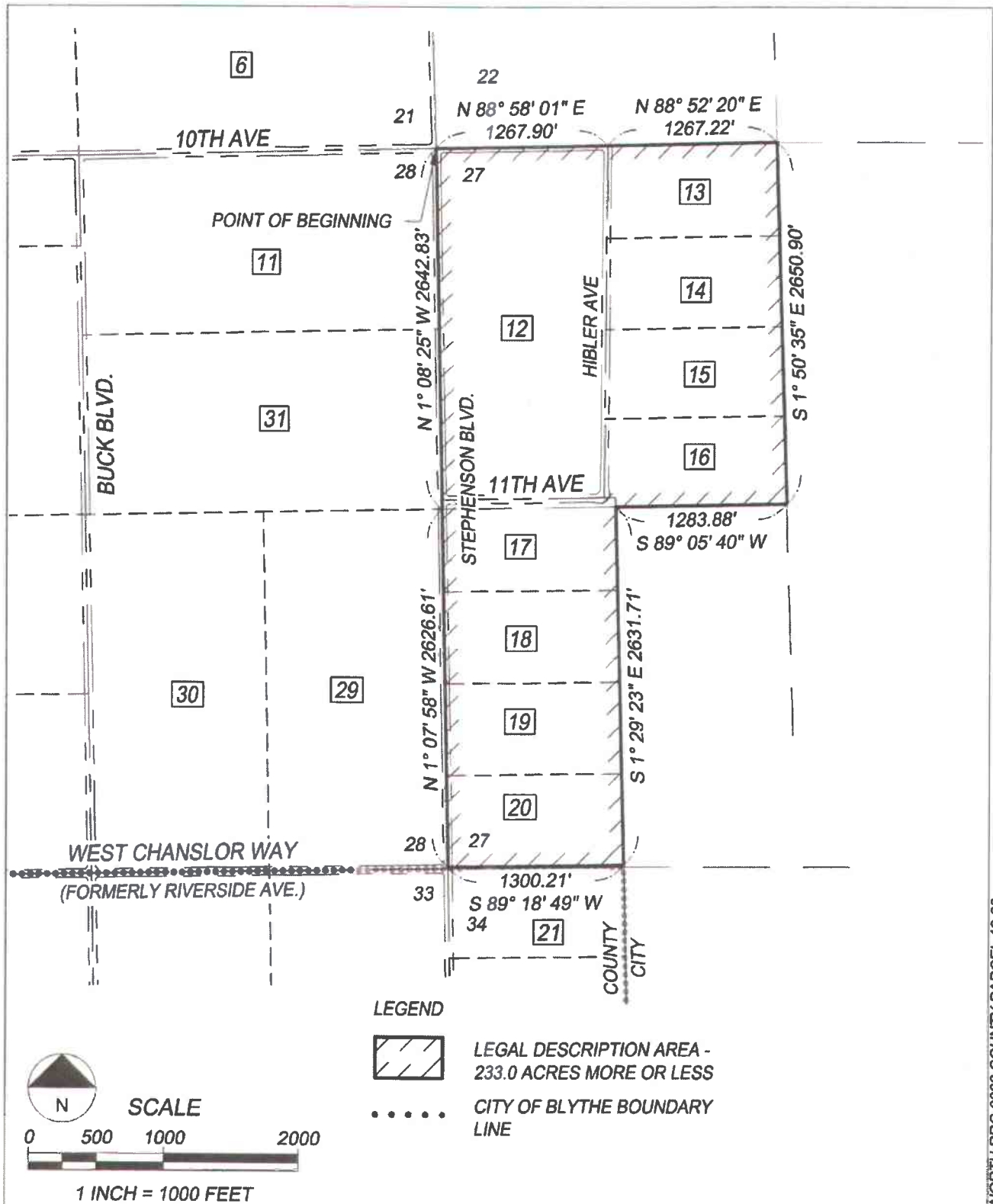


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EXHIBIT "B-1K"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1K"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 2000'

LAYOUT NAME: GILA NORTH RRG 0001 COUNTY PARCEL 1-8



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EXHIBIT "B-1L"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1L"

JOB No. : 1573-0001
 DRAWN BY: DRAWNB
 DATE : 02/16/2021
 SCALE : 1" = 1000'

LAYOUT NAME: GILA NORTH RRG 0002 COUNTY PARCEL 12-20

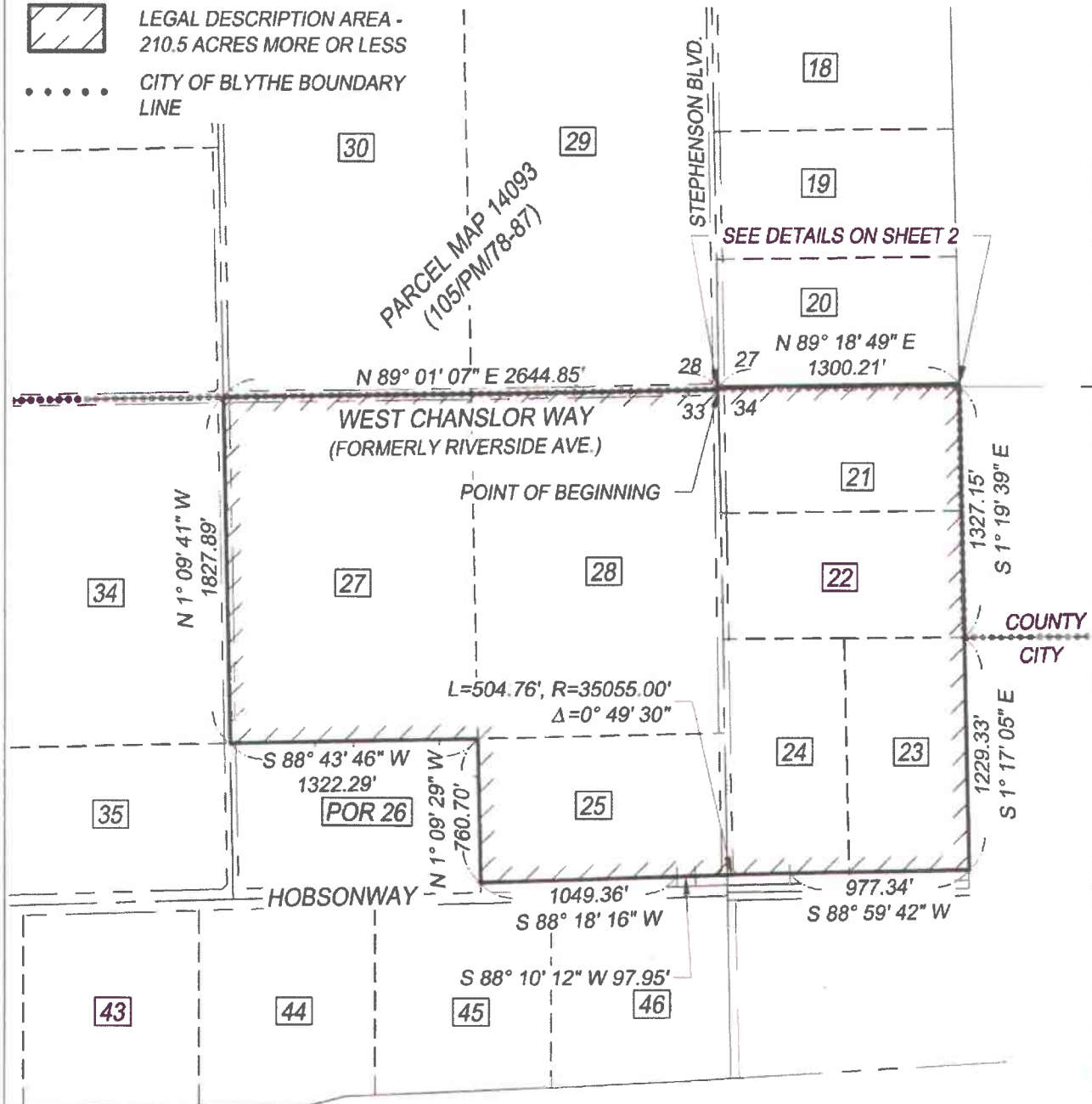
LEGEND



LEGAL DESCRIPTION AREA -
210.5 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



SEE DETAILS ON SHEET 2

COUNTY
CITY

GINNING

**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**



1 INCH = 800 FEET

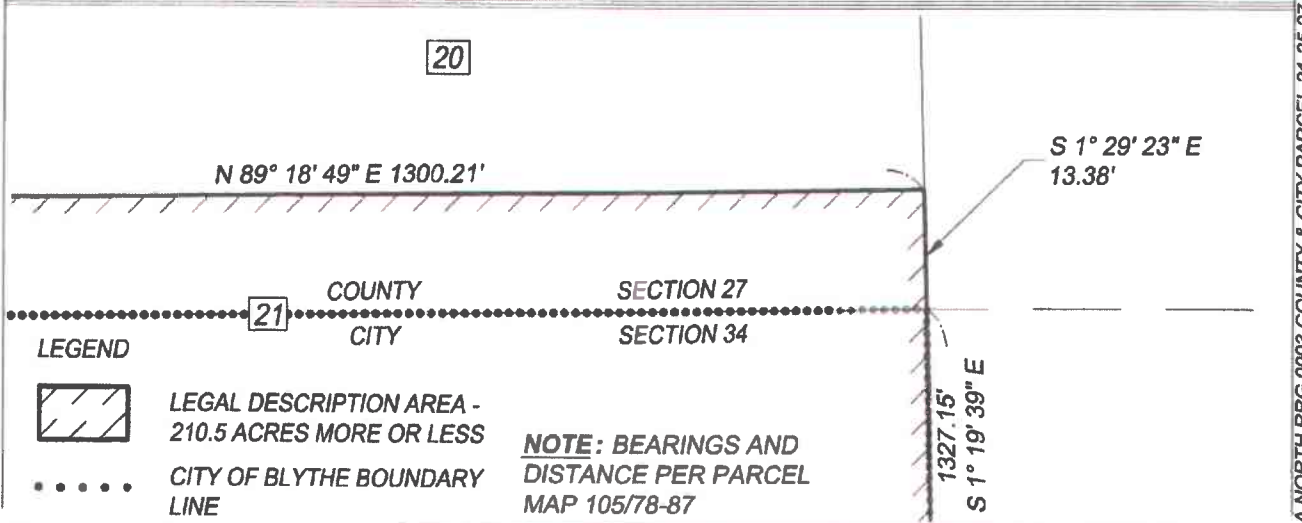
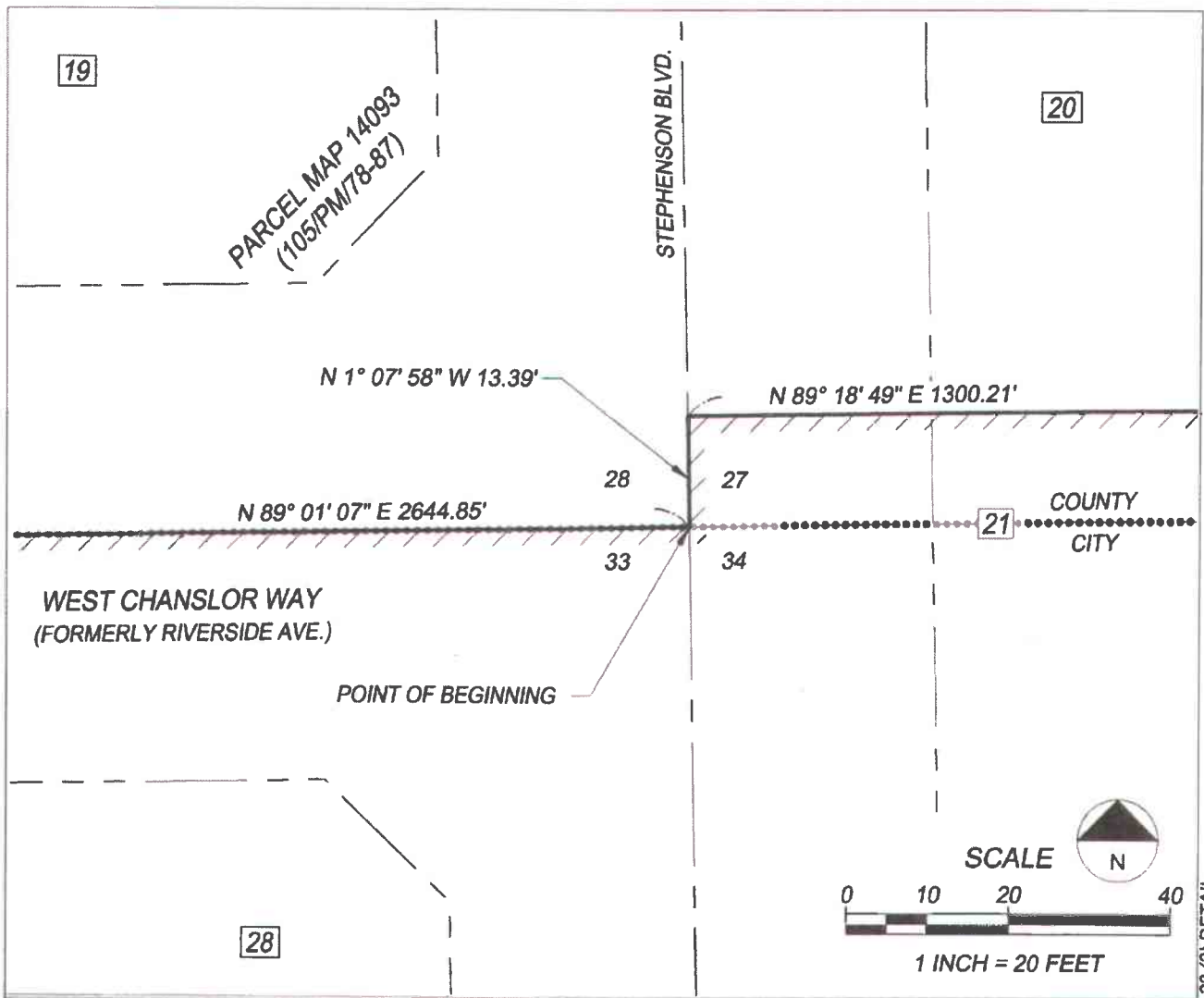


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EXHIBIT "B-1M"
RRG RETAINED PARCELS
IN THE CITY OF BLYTHE & CO. RIVERSIDE, CA
SHEET 1 OF 2 OF EXHIBIT "B-1M"

JOB No. : 1573-0001
 DRAWN BY: DRAWNBY
 DATE : 02/16/2021
 SCALE : 1" = 800'

LAYOUT NAME: GILA NORTH RRG 0003 COUNTY & CITY PARCEL 21-25 27-28



LEGEND



LEGAL DESCRIPTION AREA - 210.5 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY LINE

NOTE: BEARINGS AND DISTANCE PER PARCEL MAP 105/78-87



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EXHIBIT "B-1M"
 RRG RETAINED PARCELS
 IN THE CITY OF BLYTHE & CO. RIVERSIDE, CA
 SHEET 2 OF 2 OF EXHIBIT "B-1M"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/16/2021
SCALE :	1" = 20'

LAYOUT NAME: GILA NORTH RRG 0003 COUNTY & CITY PARCEL 21-25 27-28 (2) DETAIL

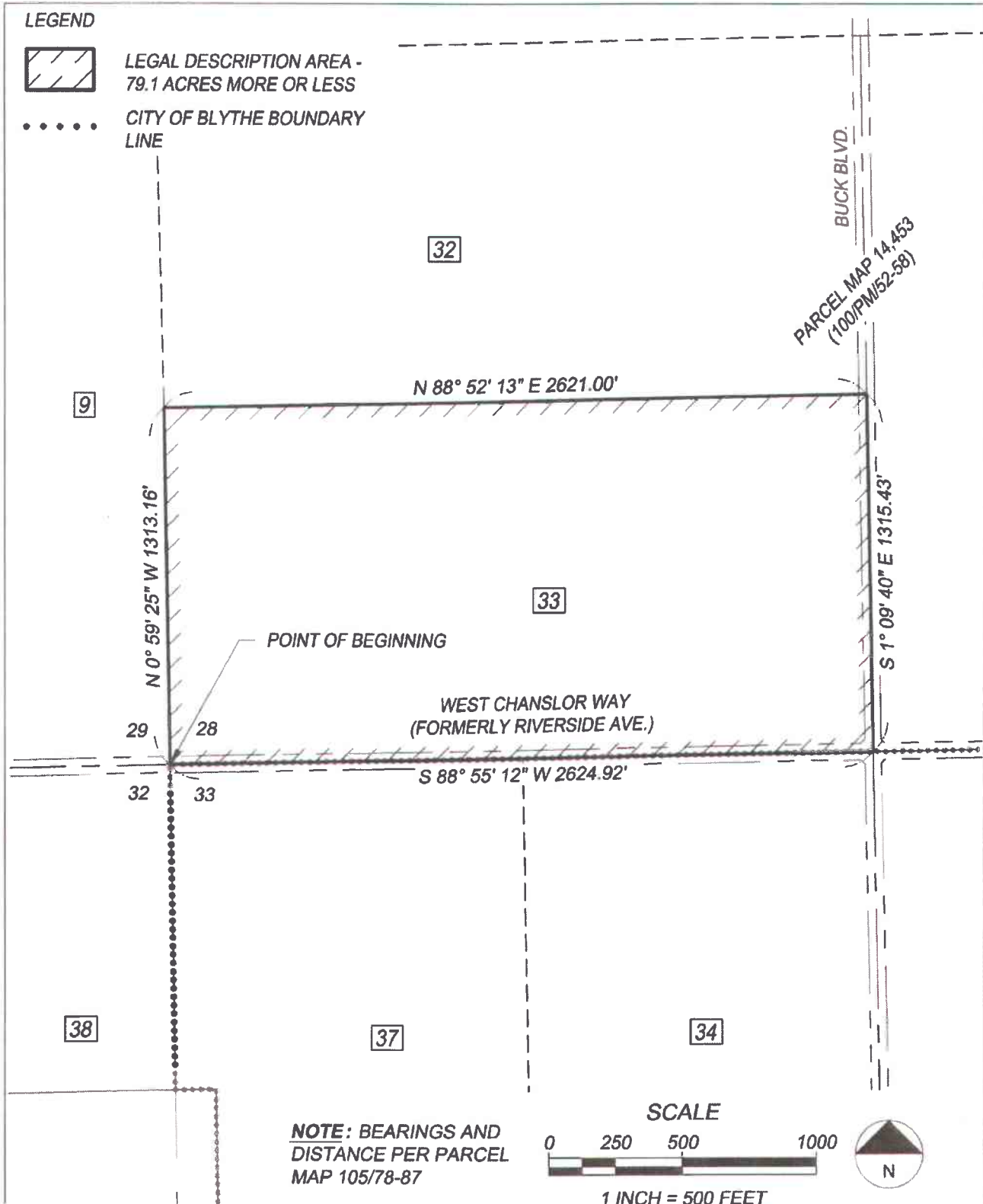
LEGEND



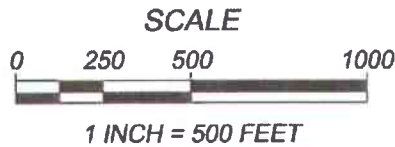
LEGAL DESCRIPTION AREA -
79.1 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**



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EXHIBIT "B-1N"
**RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1N"**

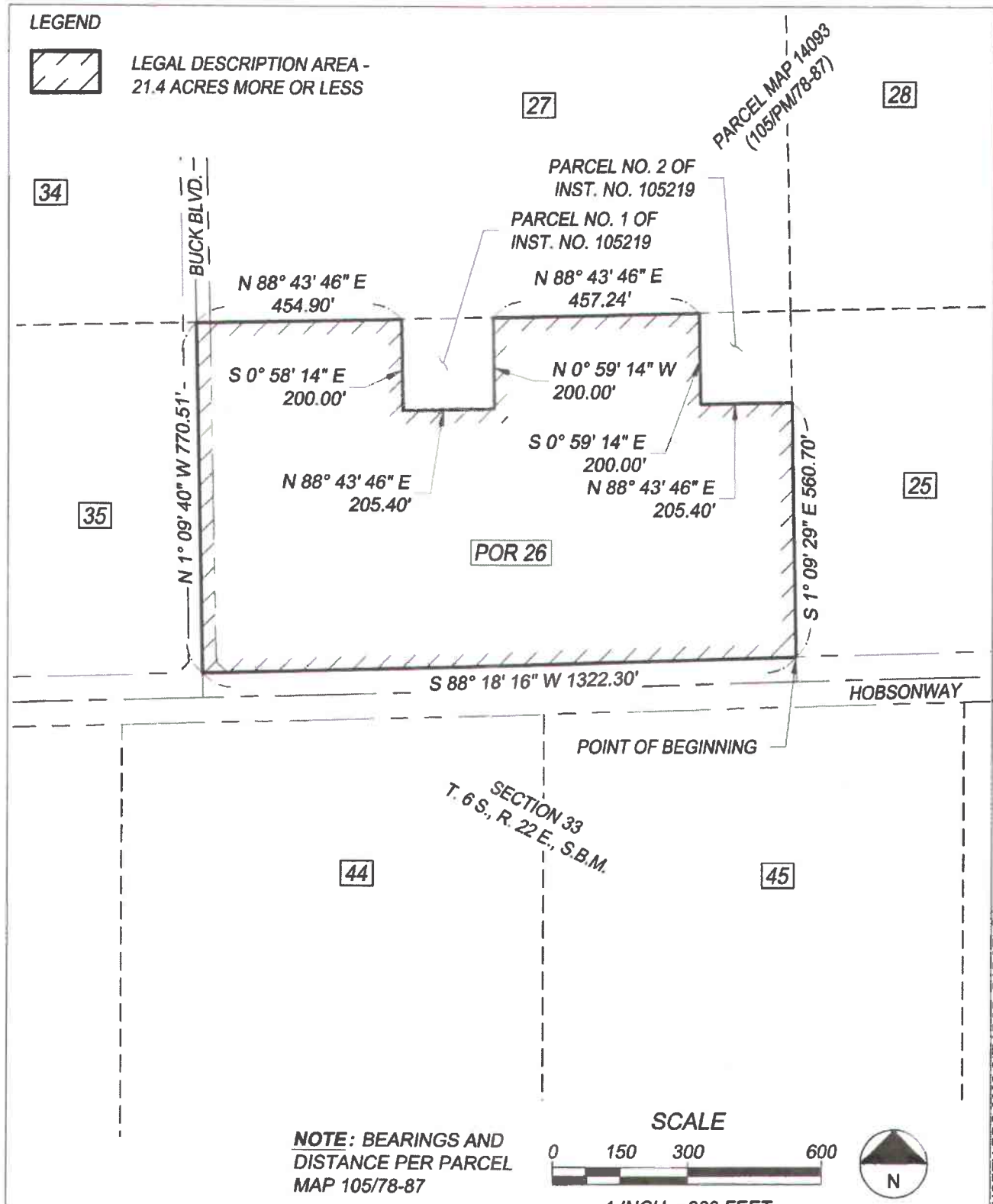
JOB No. : 1573-0001
DRAWN BY: DRAWNBYS
DATE : 02/16/2021
SCALE : 1" = 500'

LAYOUT NAME: GILA NORTH RRG 0004 COUNTY PARCEL 33

LEGEND



LEGAL DESCRIPTION AREA -
21.4 ACRES MORE OR LESS



**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**



1 INCH = 300 FEET



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EXHIBIT "B-10"
RRG RETAINED PARCELS
IN THE CITY OF BLYTHE, CA
SHEET 1 OF 1 OF EXHIBIT "B-10"

JOB No. : 1573-0001
DRAWN BY: DRAWNBY
DATE : 02/16/2021
SCALE : 1" = 300'

LAYOUT NAME: GILA NORTH RRG 0005 CITY POR. PARCEL 26

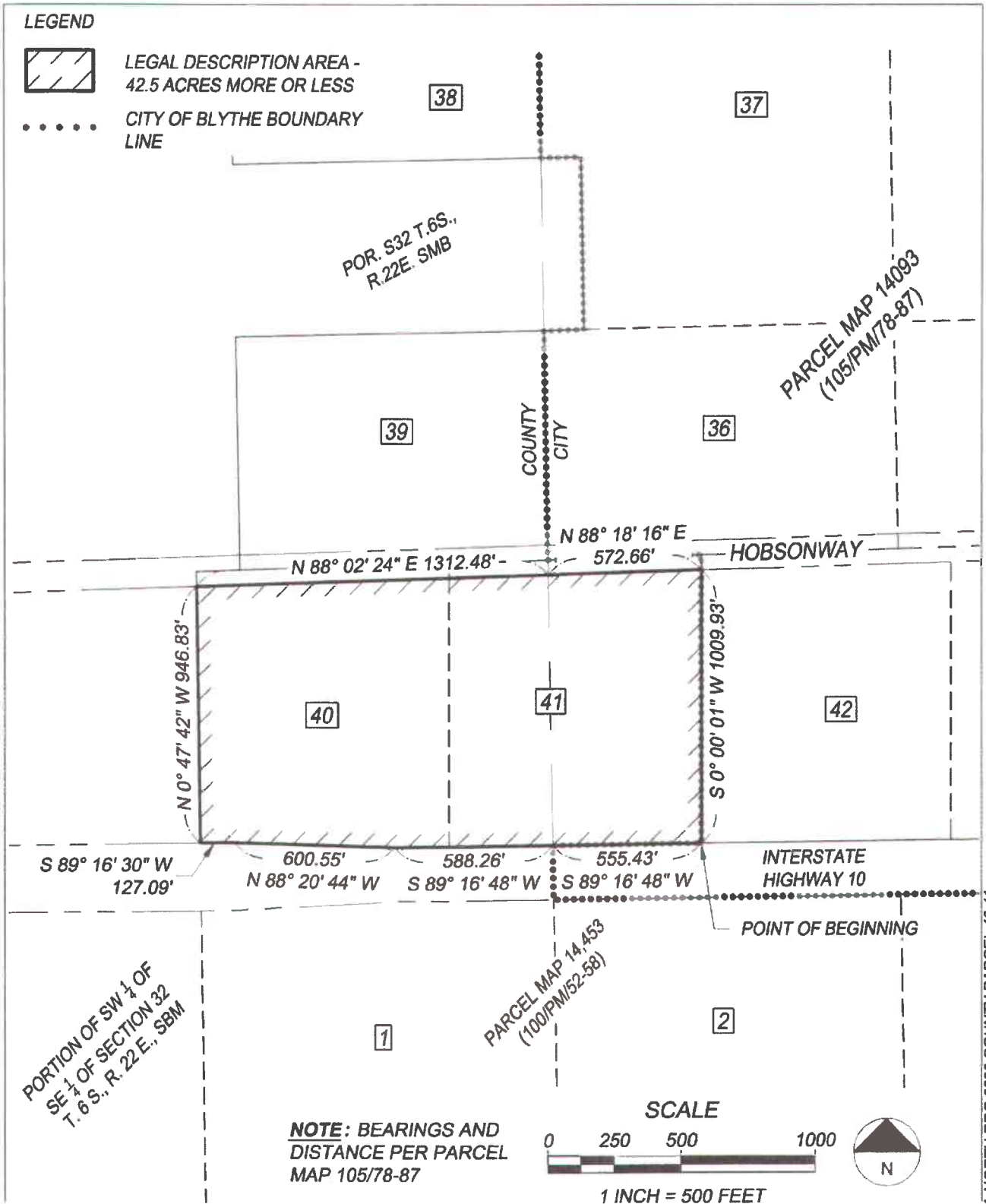
LEGEND



LEGAL DESCRIPTION AREA -
42.5 ACRES MORE OR LESS



CITY OF BLYTHE BOUNDARY
LINE



PORTION OF SW 1/4 OF
SE 1/4 OF SECTION 32
T. 6 S., R. 22 E., SBM

**NOTE: BEARINGS AND
DISTANCE PER PARCEL
MAP 105/78-87**



1 INCH = 500 FEET



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EXHIBIT "B-1P"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE, CA
SHEET 1 OF 1 OF EXHIBIT "B-1P"

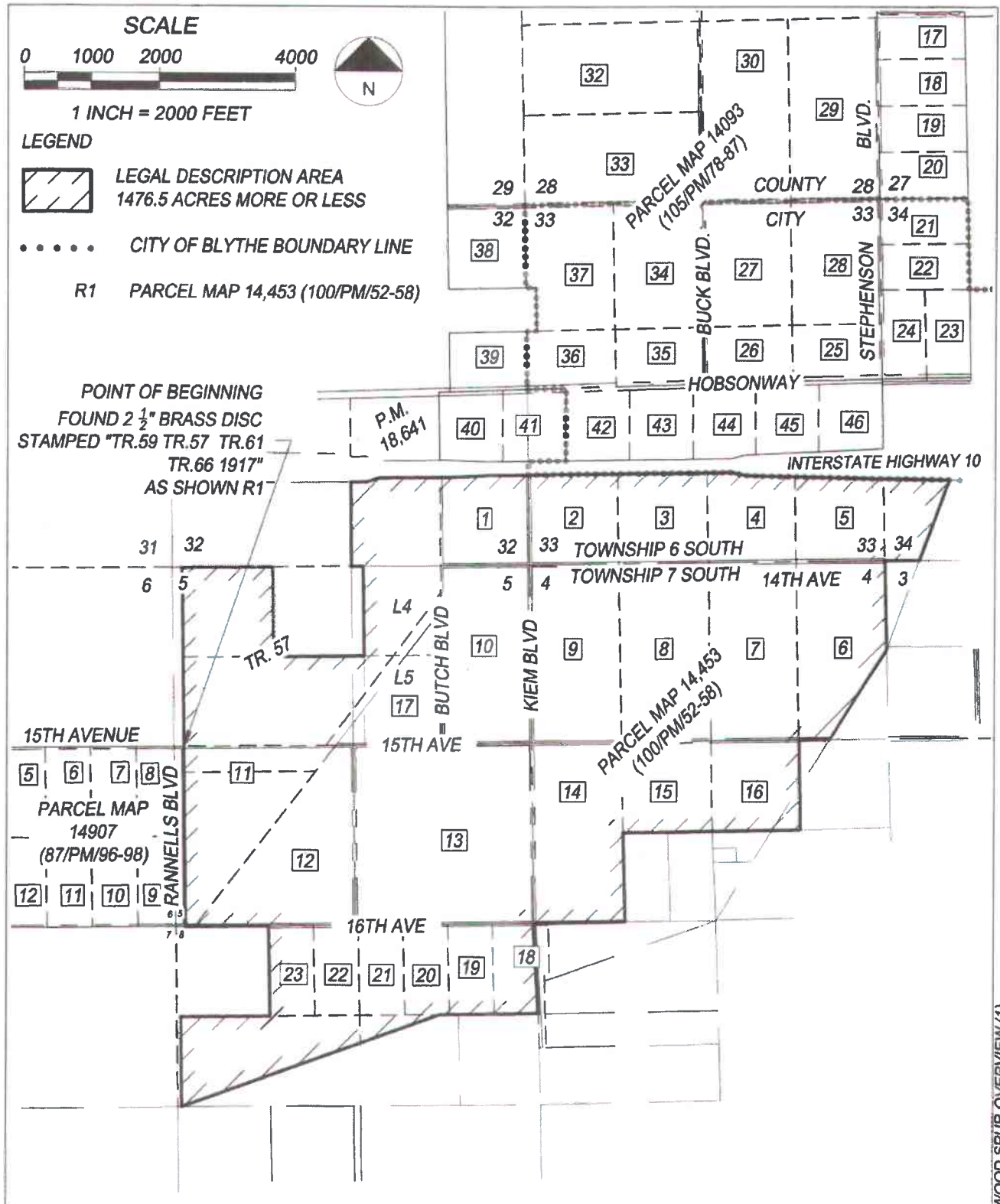
JOB No. : 1573-0001
DRAWN BY: DRAWNBV
DATE : 02/16/2021
SCALE : 1" = 500'

LAYOUT NAME: GILA NORTH RRG 0006 COUNTY PARCEL 40 41



- LEGEND**
- LEGAL DESCRIPTION AREA
1476.5 ACRES MORE OR LESS
 - CITY OF BLYTHE BOUNDARY LINE
 - R1 PARCEL MAP 14,453 (100/PM/52-58)

POINT OF BEGINNING
 FOUND 2 1/2" BRASS DISC
 STAMPED "TR.59 TR.57 TR.61
 TR.66 1917"
 AS SHOWN R1




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EXHIBIT "A-1Q"
 RRG RETAINED PARCELS
 IN THE COUNTY OF RIVERSIDE
 SHEET 1 OF 5 OF EXHIBIT "A-1Q"

JOB No. : 1573-0001
 DRAWN BY: DRAWNBYP
 DATE : 02/26/2021
 SCALE : 1" = 2000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (1)

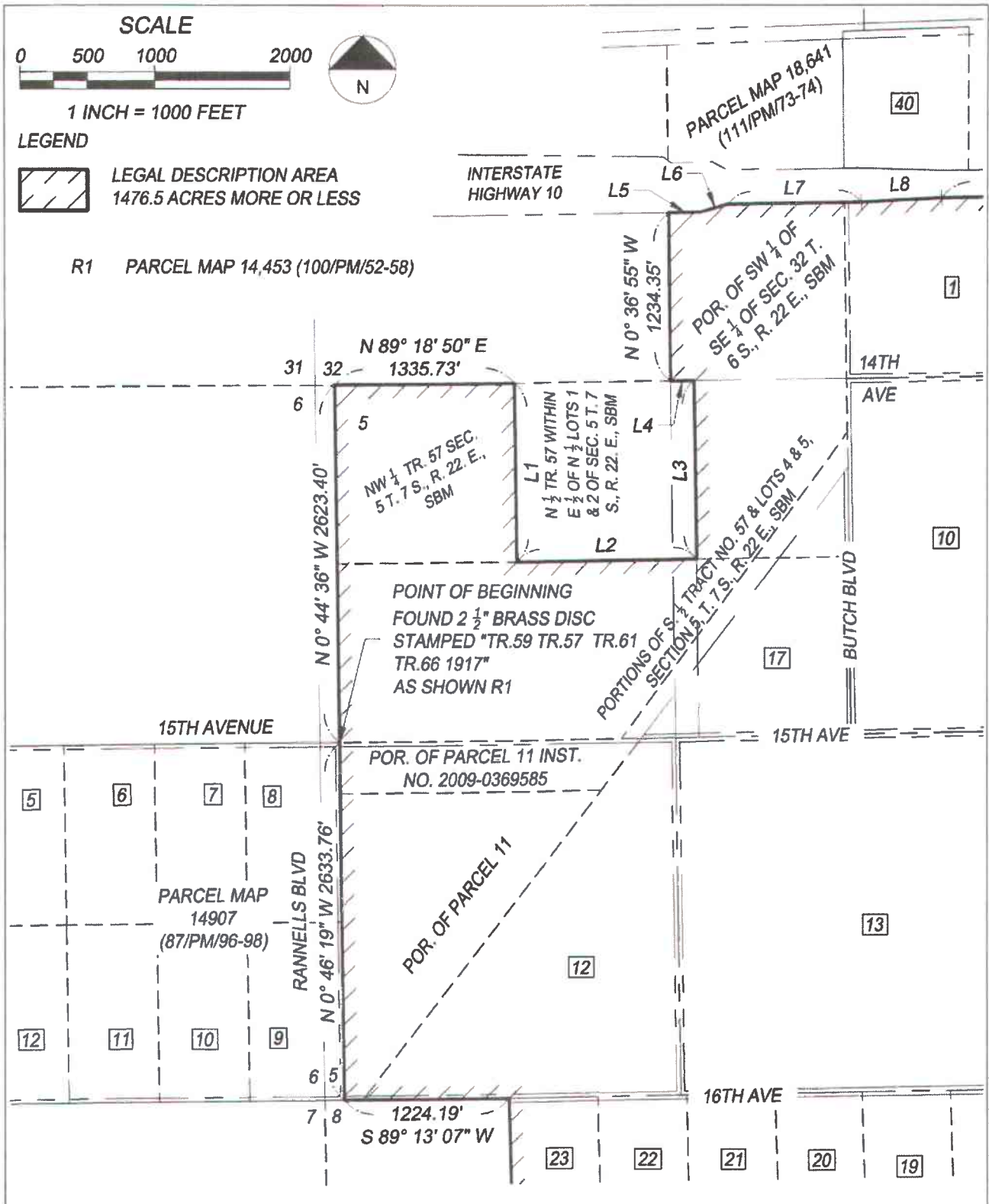


LEGEND



LEGAL DESCRIPTION AREA
1476.5 ACRES MORE OR LESS

R1 PARCEL MAP 14,453 (100/PM/52-58)

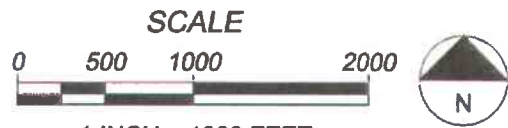
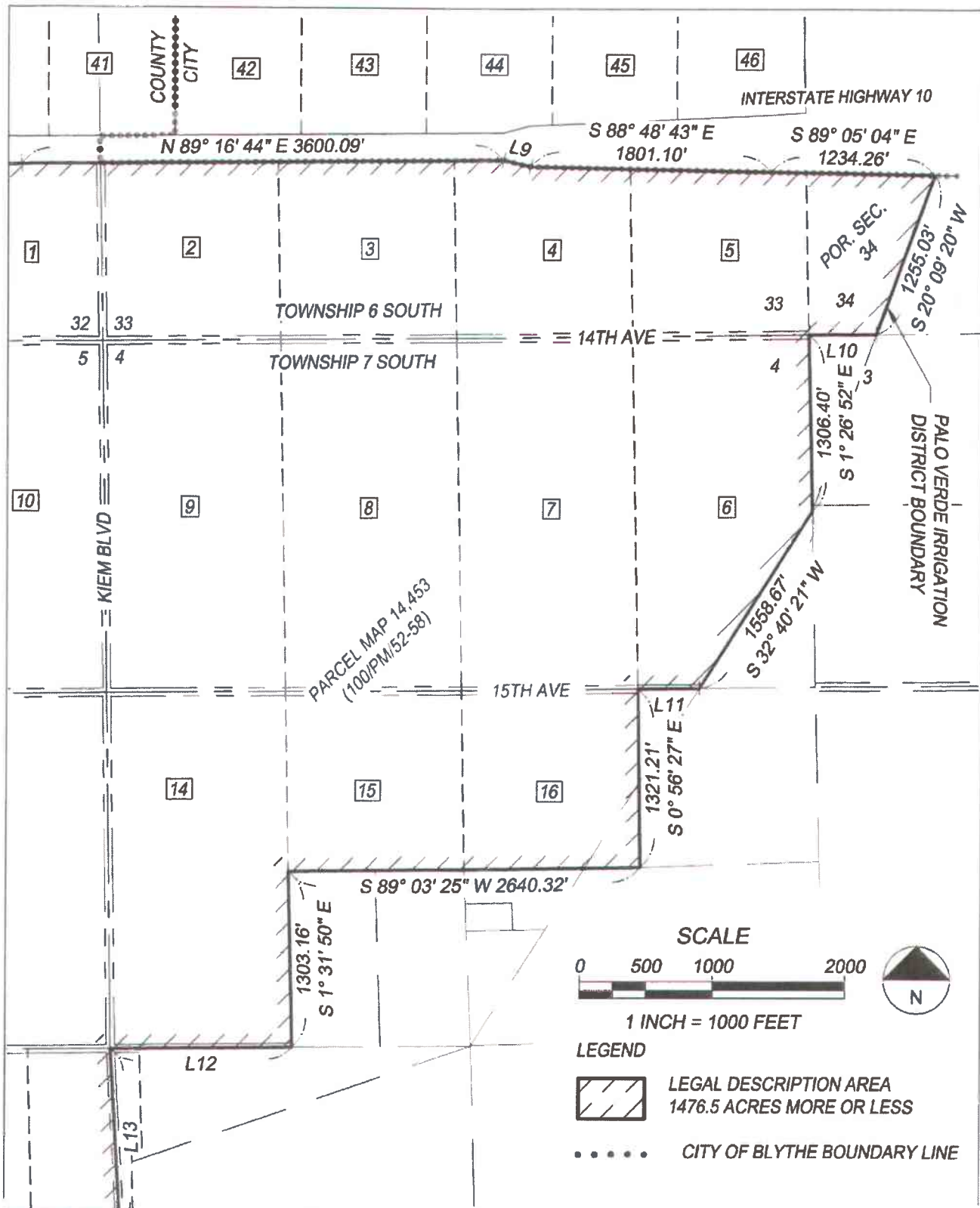





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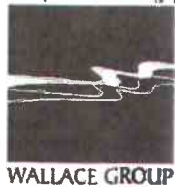
EXHIBIT "A-1Q"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE
SHEET 2 OF 5 OF EXHIBIT "A-1Q"

JOB No. : 1573-0001
DRAWN BY: DRAWNBY
DATE : 02/26/2021
SCALE : 1" = 1000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (2)



- LEGEND**
-  LEGAL DESCRIPTION AREA
1476.5 ACRES MORE OR LESS
 -  CITY OF BLYTHE BOUNDARY LINE

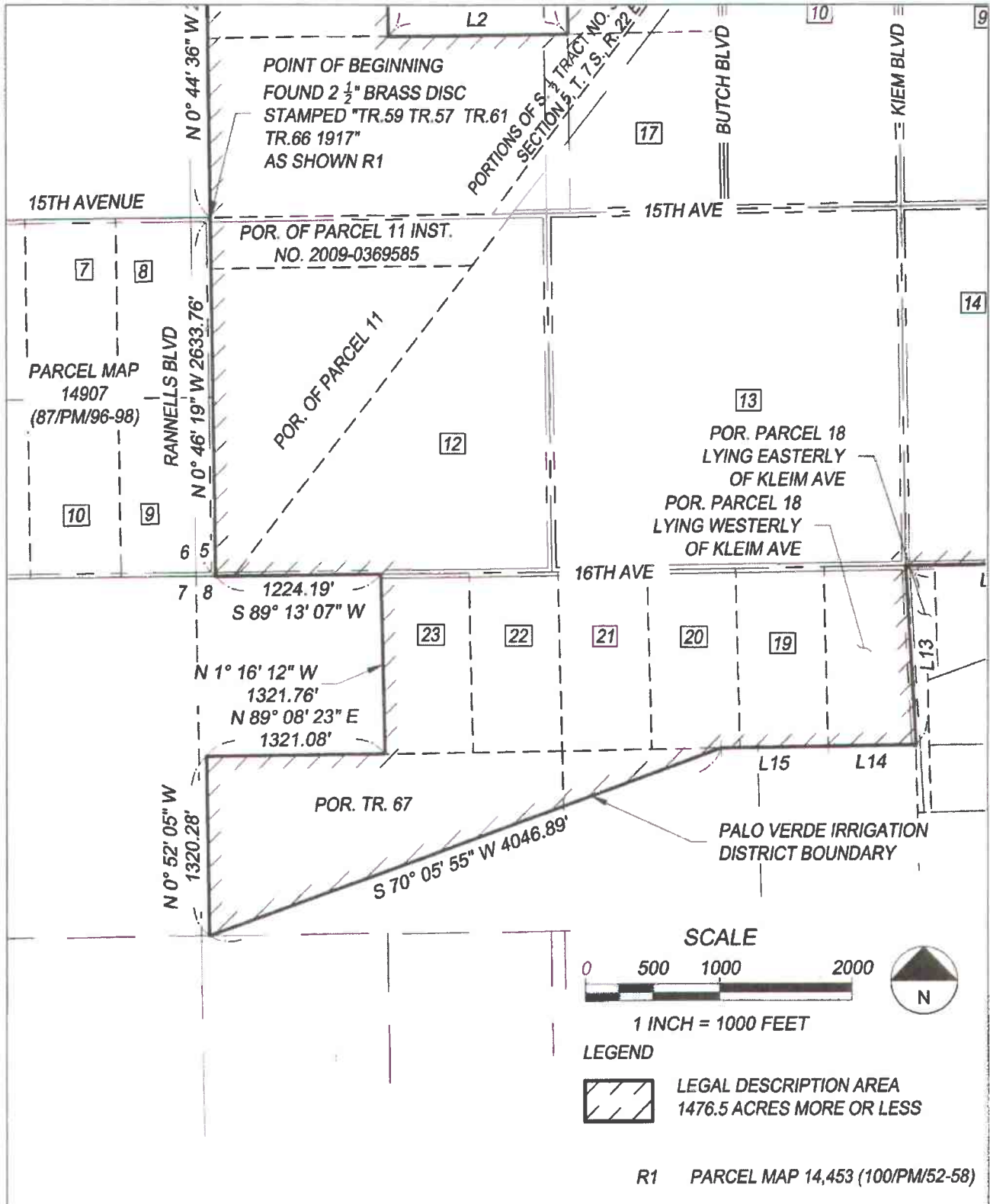


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EXHIBIT "A-1Q"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE
SHEET 3 OF 5 OF EXHIBIT "A-1Q"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBYP
DATE :	02/26/2021
SCALE :	1" = 1000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (3)



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EXHIBIT "A-1Q"
 RRG RETAINED PARCELS
 IN THE COUNTY OF RIVERSIDE
 SHEET 4 OF 5 OF EXHIBIT "A-1Q"

JOB No. :	1573-0001
DRAWN BY:	DRAWNBY
DATE :	02/26/2021
SCALE :	1" = 1000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (4)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 00° 46' 24" E	1310.63'
L2	N 89° 16' 19" E	1336.21'
L3	N 00° 48' 47" W	1309.59'
L4	S 89° 18' 33" W	175.01'
L5	N 89° 16' 47" E	242.77'
L6	N 73° 54' 12" E	207.43'
L7	N 89° 16' 46" E	1000.76'
L8	N 86° 52' 58" E	600.62'
L9	S 76° 41' 29" E	206.22'
L10	S 89° 37' 32" W	509.09'
L11	S 89° 18' 59" W	458.77'
L12	S 89° 06' 19" W	1351.79'
L13	S 03° 25' 39" E	1321.53'
L14	S 89° 08' 23" W	662.21'
L15	S 89° 08' 23" W	806.40'



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EXHIBIT "A-1Q"
RRG RETAINED PARCELS
IN THE COUNTY OF RIVERSIDE
SHEET 5 OF 5 OF EXHIBIT "A-1Q"

JOB No. : 1573-0001
 DRAWN BY: DRAWNB
 DATE : 02/26/2021
 SCALE : 1" = 1000'

LAYOUT NAME: RRG WOOD SPUR OVERVIEW (5)

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.

Amended and Restated Development Agreement No. 79

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

FINAL

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
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riversaonta@yahoo.com

THE PRESS-ENTERPRISE

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Riverside, CA 92507
951-684-1200
951-368-9018 FAX

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

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Notice of Adoption - Ordinance No. 664.71 /

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

03/17/2021

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

Date: March 17, 2021
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

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

Ad Number: 0011448789-01

P.O. Number:

Ad Copy:

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

ORDINANCE NO. 664.71 AN ORDINANCE OF THE COUNTY OF RIVERSIDE APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79

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

Section 1. Ordinance No. 664.57 is repealed in its entirety.
Section 2. Pursuant to Government Code sections 65867.5 and 65868, Amended and Restated Development Agreement No. 79, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.
Section 3. The Chairman of the Board of Supervisors is hereby authorized to execute said Amended and Restated Development Agreement No. 79 on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners and property owners listed in Amended and Restated Development Agreement No. 79 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.
Section 4. Effective Date. This ordinance shall take effect thirty (30) days after its adoption.

K. Spiegel, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **March 09, 2021**, the foregoing Ordinance consisting of four (4) sections was adopted by said Board by the following vote:

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

Dated: March 10, 2021
Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant

Press-Enterprise: 3/17

TLMA / Planning
Item 3-28 of
03/09/21



PROOF OF PUBLICATION

STATE OF CALIFORNIA SS.
COUNTY OF RIVERSIDE

RIVERSIDE COUNTY-BOARD OF SUP.
4080 LEMON ST

RIVERSIDE CA 92501

ORDINANCE NO. 664.71
AN ORDINANCE OF THE COUNTY OF RIVERSIDE
APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79

The Board of Supervisors of the County of Riverside ordains as follows:
Section 1. Ordinance No. 664.57 is repealed in its entirety.
Section 2. Pursuant to Government Code sections 65867.5 and 65868, Amended and Restated Development Agreement No. 79, a copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.
Section 3. The Chairman of the Board of Supervisors is hereby authorized to execute said Amended and Restated Development Agreement No. 79 on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners and property owners listed in Amended and Restated Development Agreement No. 79 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.
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NAYS: None
RECUSE: None

Dated: March 10, 2021
Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant

Published: 3/17/2021

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:

03/17/2021

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 17th of March 2021 in Green Bay, WI, County of Brown.


DECLARANT

ORDINANCE NO. 664.71
AN ORDINANCE OF THE COUNTY OF RIVERSIDE
APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79

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Dated: March 10, 2021
Kecia R. Harper, Clerk of the Board
By: Hannah Lumanauw, Board Assistant

Published: 3/17/2021

TLMA/Planning
Item 3.28 of 03/09/21

2021 MAR 26 AM 11:13

Ad#:0004643372
P O : Ord 664.71

This is not an invoice

of Affidavits: 1

CLERK / BOARD OF SUPERVISORS



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 R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

March 11, 2021

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

E-MAIL: legals@pe.com
FAX: 951-368-9018

RE: NOTICE OF ADOPTION – ORDINANCE NO. 664.71

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Wednesday, March 17, 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 R. HARPER, CLERK OF THE BOARD



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

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

March 11, 2021

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

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

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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 R. HARPER, CLERK OF THE BOARD

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

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By: Hannah Lumanauw, Board Assistant