

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



ITEM: 3.20  
(ID # 18498)

**MEETING DATE:**  
Tuesday, March 08, 2022

**FROM :** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING:  
ADOPTION OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 77 AND  
RELATED ORDINANCE NO. 664.90, DPR200021 FOR THE MCCOY SOLAR PROJECT AND  
THE ARLINGTON SOLAR PROJECT. Applicants: McCoy Solar, LLC, and Arlington Solar,  
LLC. Engineer/Representative Tetra Tech – Fourth Supervisorial District – Location: Northerly  
of Interstate 10, southerly of McCoy Wash, easterly of McCoy Mountains, northwesterly of  
Blythe Airport. CEQA Exempt – Nothing Further Required, District 4. [Applicant Fees 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Adopt Ordinance No. 664.90, an Ordinance of the County of Riverside Approving  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 79.

**ACTION:Policy**


  
John Hildebrand, Planning Director 2/25/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried  
by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended  
and Ordinance 664.90 is adopted with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 8, 2022  
xc: Planning, MC, COBAB

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

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

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The public hearing on Amended and Restated Development Agreement No. 79 was held on February 8, 2022 (Agenda Item 21.1). At the conclusion of the public hearing, the Board of Supervisors introduced Ordinance No. 664.90 Approving Amended and Restated Development Agreement No. 77 based upon the findings and conclusions in the background of the agenda item. The adoption of Ordinance No. 664.90 will finalize the Board's approval of Amended and Restated Development Agreement No. 77 (DA No. 77) for the McCoy Solar Project and the Arlington Solar Project. Per State law, a Development Agreement is a legislative act that must be approved by Ordinance. Ordinance No. 664.90 incorporates by reference and adopts DA No. 77 consistent with Government Code sections 65867.5 and 65868.

As described in greater detail in Agenda item 21.1 of February 8, 2022, the overall, previously approved McCoy Solar Project is the construction, operation, maintenance, and decommissioning of a solar photovoltaic (PV) electrical generating facility (solar power plant) with a capacity of up to 750 megawatts on approximately 477 acres of land under the jurisdiction of the County and 4,096 acres of public land administered by the Bureau of Land Management (BLM). The DA and other entitlements for this project were previously approved by the Board of Supervisors on February 25, 2014, in Conditional Use Permit No. 3682, Public Use Permit No. 911, Development Agreement No. 77, Ordinance No. 664.53, and Environmental Impact Report No. 528. The Amended and Restated Development Agreement No. 77 and Ordinance No. 664.90 do not change the prior development approvals or overall project footprint in CUP03682, PUP00911, or EIR00528.

The 2014 DA was entered between McCoy Solar, LLC, and the County and covers "McCoy Unit 1" and "McCoy Unit 2." "McCoy Unit 1" is the currently existing 250 MW solar project owned by McCoy Solar, LLC, that came online in 2016. "McCoy Unit 2" was intended to be a future solar project of up to 500 MW. However, "McCoy Unit 2" has been renamed and transferred to Arlington Solar, LLC. For this reason, Arlington is seeking to amend the existing Development Agreement to identify McCoy as the owner responsible for Unit 1 and Arlington as the owner responsible for Unit 2. A separate but identical easement for the gen-tie crossing would also be issued to Arlington Solar, LLC as now exists for McCoy Solar, LLC.

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

The Arlington portion of the project site is located in the unincorporated area of the County of Riverside, ten miles northwest of the city of Blythe, and on over two thousand acres of adjacent Bureau of Land Management land. The easement covers a small portion of County land, which grants the project access for its gen-tie line.

**Amended and Restated Development Agreement No. 77:** Recently one Unit of the Solar Power Project was sold to a new applicant, Arlington Solar, LLC. Now, McCoy Solar, LLC, and Arlington Solar, LLC, propose to amend Development Agreement No. 77 to reflect the changed ownership. Amended and Restated DA No. 77 applies to both Units, and the proposed amendments to the DA reflect a change in ownership of part of the property, identify each owner's ownership of the project, and clarify the obligations of each owner for the owner's respective portion of the project. Amended and Restated Development Agreement No. 77 contains terms consistent with Board of Supervisors Policy No. B-29, including terms regarding public benefit payments and increases (Section 4.2: originally \$150 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). Amended and Restated Development Agreement No. 77 also contains an agreement between the parties with regard to the computation of a Development Impact Fee (DIF) payment of **approximately \$1,210,468 as set forth in DA No. 77.**

As mentioned in Agenda Item 21.1 of February 8, 2022, final Exhibits A and B to the development agreement fully describe the entire property covered by the Amended and Restated Development Agreement No. 77 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 February 8<sup>th</sup> agenda item.

A duplicate identical non-exclusive easement to that held by McCoy Solar is being processed for Arlington Solar and is anticipated to be brought to the Board for consideration after approval of the Amended and Restated Development Agreement No. 77.

**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. 77. The applicant will submit annual public benefit payments of \$150 per acre, increased annually by 2% from and after 2013 (currently \$179.26 per acre in 2022), based on the solar power plant net acre amount of 4,442 acres at full build out. The total "solar power plant net acreage" agreed upon by the applicants,

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

was calculated using the definition in Board of Supervisors' Policy No. B-29. The project is being 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 included a solar power plant net acreage of 2,262 acres. The second phase will include a solar power plant net acreage of 2,180 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 agreed to submit a Development Impact Fee (DIF) payment of approximately \$1,198,568.00 as set forth in DA No. 77, which was paid in June of 2014.

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

**ATTACHMENTS:**

- A. Ordinance No. 664.90
- B. Amended and Restated Development Agreement No. 77

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      3/2/2022

COPY

ORDINANCE NO. 664.90

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 77

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

Section 1. Ordinance No. 664.53 is repealed in its entirety.

Section 2. Pursuant to Government Code sections 65867.5 and 65868, Amended and Restated Development Agreement No. 77, 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. 77 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. 77 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.

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

By: Jeff Hewitt  
Chair  
JEFF HEWITT

ATTEST:

CLERK OF THE BOARD:

By: [Signature]  
Deputy

(SEAL)

APPROVED AS TO FORM  
January 20, 2022

By: Melissa R. Cushman  
MELISSA R. CUSHMAN  
Deputy County Counsel

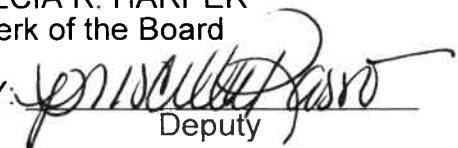
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STATE OF CALIFORNIA        )  
  )  
COUNTY OF RIVERSIDE        )        ss

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said county held on March 8, 2022, 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 8, 2022

KECIA R. HARPER  
Clerk of the Board  
BY:   
Deputy

SEAL

Item 3.19

**2022-0189507**

04/21/2022 03:06 PM Fee: \$ 0.00

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



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

When recorded return to:  
Riverside County Planning Director  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501

**779**

**AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT NO. 77  
A DEVELOPMENT AGREEMENT BETWEEN  
COUNTY OF RIVERSIDE,  
MCCOY SOLAR, LLC AND ARLINGTON SOLAR, LLC**

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 77

This Amended and Restated Development Agreement (hereinafter “Amended 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”), on the one hand, and McCoy Solar, LLC, a Delaware limited liability company (hereinafter “McCOY”) and Arlington Solar, LLC, a Delaware limited liability company (hereinafter “ARLINGTON”) (collectively, McCOY and ARLINGTON may be referred to as “PROJECT OWNERS” or individually as “PROJECT OWNER”), on the other hand.

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 McCOY entered into Development Agreement No. 77 with COUNTY, with an effective date of April 10, 2014, which defined the relevant project site under Development Agreement No. 77 to include two separate units, referred to as Units 1 and 2, as identified in Exhibit E to this Amended Agreement (collectively, the “Projects” or individually, a “Project”); and

WHEREAS, McCOY subsequently assigned Unit 2 to ARLINGTON through the Bureau of Land Management right-of-way assignment process; and,

WHEREAS, McCOY has requested COUNTY to amend Development Agreement No. 77 to include ARLINGTON and to address each PROJECT OWNER’s rights and responsibilities with respect to Unit 1 and Unit 2, respectively, and proceedings are being taken in accordance with the Procedures and Requirements of COUNTY; and,

WHEREAS, by electing to enter into this Amended 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 Amended 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 Amended 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 Projects and the Amended Agreement; and,

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

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

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

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

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

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

WHEREAS, PROJECT 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 Properties in accordance with this Amended Agreement.

## **COVENANTS**

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

### **1. DEFINITIONS AND EXHIBITS.**

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

1.1.1 "Amended Agreement" means this Amended Development Agreement.

1.1.2 "ARLINGTON" means the persons and entities identified on the first page of this Amended Agreement and their successors in interest to their portion of the Properties.

1.1.3 “Base Payment” means an amount equal to \$150 multiplied by the entire Solar Power Plant Net Acreage and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Amended Agreement and increased annually by 2% from and after 2013.

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

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

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by COUNTY in connection with development of the Properties including, but not limited to:

- (a) Specific plans and specific plan amendments;
- (b) Zoning;
- (c) Conditional use permits, public use permits and plot plans;
- (d) Tentative and final subdivision and parcel maps;
- (e) Any permits and other entitlements and easements necessary from COUNTY for the Black Rock Road gen-tie crossing, gen-tie and access road crossing and improvements, including but not limited to any necessary non-exclusive easement interests in Assessor's Parcel Number 818-210-014;
- (f) Any permits or other entitlements necessary from the COUNTY for Southern California Edison's distribution-level electrical service to each Project site;
- (g) Grading and building permits;
- (h) Right of Entry agreements to access COUNTY-owned wells in each Project vicinity for groundwater well monitoring.

1.1.7 “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.

1.1.8 “Development Plans” means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of each of the Properties.

1.1.9 “Effective Date” means the date this Amended Agreement is recorded with the County Recorder.

1.1.10 “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.

1.1.11 “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.

1.1.12 “Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30.

1.1.13 “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.

1.1.14 “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.

1.1.15 “McCOY” means the persons and entities identified on the first page of this Amended Agreement and their successors in interest to their portion of the Properties.

1.1.16 “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.

1.1.17 "Project" or "Projects" means the development of the individual Property or collective Properties contemplated by the Development Plans as such Plans may be further defined, enhanced or modified pursuant to the provisions of this Amended Agreement.

1.1.18 "PROJECT OWNER" or "PROJECT OWNERS" means the persons and entities listed as PROJECT OWNERS on the first page of this Amended Agreement and their successors in interest to all or any part of the Properties.

1.1.19 "Property" or "Properties" means the real property encompassing each individual Unit, or collectively Units 1 and 2, as described on Exhibit "A" and shown on Exhibit "B" to this Amended Agreement.

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

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

1.1.22 "Solar Power Plant Net Acreage" means the area of all parts of the each respective 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 Properties, and shall not include any areas specifically designated and set aside either as environmentally sensitive land or open space land, and shall not include the fencing of such designated lands. The Solar Power Plant Net Acreage under the Existing Development Approvals is 2262 acres for Unit 1 and 2180 acres for Unit 2, total Solar Power Plant Net Acreage is 4,442 acres and is described and shown on Exhibit "F" to this Amended Agreement. In the event the Projects are modified by any Subsequent Development Approval, the Planning Director, in consultation with the County Executive Officer and County Counsel, shall recalculate the Solar Power Plant Net Acreage as part of such Subsequent Development Approval, and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Amended Agreement after the effective date of such Subsequent Development Approval.

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

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

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

1.1.26 "Unit 1" means the McCOY Project, also known as the McCoy Solar Energy Project, as identified in Exhibit "E."

1.1.27 "Unit 2" means the ARLINGTON Project, also known as the Arlington Solar Energy Center, as identified in Exhibit "E."

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

- Exhibit "A" -- Legal Description of the Properties (McCOY and ARLINGTON)
- Exhibit "B" -- Map Showing Properties and Location (McCOY and ARLINGTON)
- Exhibit "C" -- Existing Development Approvals
- Exhibit "D" -- Existing Land Use Regulations
- Exhibit "E" -- Solar Power Plant (McCOY and ARLINGTON)
- Exhibit "F" -- Solar Power Plant Net Acreage
- Exhibit "G"-- Applicable County Development Impact Fees (McCOY)
- Exhibit "H"-- Grant of Easement (McCOY and ARLINGTON)
- Exhibit "I"-- Annual Review Report Template

## 2. GENERAL PROVISIONS

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

2.2 Ownership of Property. PROJECT OWNERS represent and covenant that it each is the owner of a legal or equitable interest in their respective Properties or a portion thereof.

2.3 Term. The term of this Amended Agreement shall commence on the Effective Date and shall continue for a period of thirty (30) years thereafter unless this term is modified or extended pursuant to the provisions of this Amended Agreement.

2.4 Transfer.

2.4.1 Right to Transfer. PROJECT OWNERS shall have the right to transfer their respective Properties 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 Amended Agreement; provided, however, that any such, transfer shall include the assignment and assumption of each PROJECT OWNER'S respective rights, duties and obligations arising under or from this Amended Agreement and be made in strict compliance with the following conditions precedent:

- (a) No transfer of any right or interest under this Amended Agreement shall be made unless made together with the transfer of all or a part of the relevant PROJECT OWNER's Property.



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

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by the relevant PROJECT OWNER under this Amended 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 Amended Agreement shall be binding upon such transferee, but the benefits of this Amended 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 PROJECT OWNER shall continue to be obligated under this Amended Agreement unless such transferring PROJECT OWNER is given a release in writing by COUNTY, which release shall be provided by COUNTY upon the full satisfaction by such transferring PROJECT OWNER of the following conditions:

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

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

(c) Transferee PROJECT 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 Transferee PROJECT 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 Amended Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of COUNTY or PROJECT OWNERS as provided by this Amended Agreement.

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

(a) Expiration of the stated term of this Amended 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 Amended 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 Amended Agreement.

Upon the termination of this Amended 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 Amended Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Amended Agreement.

## 2.7 Notices.

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

(b) All notices shall be in writing and shall be considered given either:

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

If to COUNTY:

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

with copies to:

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

Planning Director

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

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

If to McCOY:

McCoy Solar, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: Vice President, Development  
Fax No.: (561) 691-7307

with a copy to:

NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: Vice President & General Counsel  
Fax No.: (561) 691-2988

If to ARLINGTON:

Arlington Solar, LLC  
  
700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: Vice President, Development  
Fax No.: (561) 691-7307

with a copy to:

NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: Vice President & General Counsel  
Fax No.: (561) 691-2988

(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 PROPERTIES.

3.1 Rights to Develop. Subject to the terms of this Amended Agreement including the Reservations of Authority, PROJECT OWNERS shall have a vested right to develop their respective Properties in accordance with, and to the extent of, the Development Plans. The Projects shall remain subject to all Subsequent Development Approvals required to complete the Projects as contemplated by the Development Plans. Except as otherwise provided in this Amended Agreement, the permitted uses of the Properties, 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 Plans.

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

3.3 Timing of Development. The parties acknowledge that PROJECT OWNERS cannot at this time predict when or the rate at which phases of their respective Properties will be developed. Such decisions depend upon numerous factors which are not within the control of PROJECT 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 PROJECT OWNERS shall have the right to develop their respective Properties in such order and at such rate and at such times as PROJECT OWNERS deem appropriate within the exercise of their subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plans or the Project Phasing Plans set forth in Section 3.4.

3.4 Project Phasing Plan. Development of each Solar Power Plant may occur separately as determined by each PROJECT OWNER. McCOY's Unit 1 (250 MW) will occur

first. ARLINGTON's Unit 2 (up to 500 MW) will likely occur after McCOY's Unit 1, but it is possible that their schedules could overlap. See Exhibit E for reference. The Annual Public Benefits Payments called for in Section 4.2 shall be based on the solar power plant net acreage of each defined Unit.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Projects may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event a PROJECT OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, the PROJECT 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 Amended 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 Amended Agreement provided such change does not:

- (a) Alter the permitted uses of the relevant Property as a whole; or,
- (b) Increase the density or intensity of use of the relevant 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 relevant 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 Amended Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Properties.

- (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 Projects, it is unanticipated that COUNTY will adopt any Development Exactions applicable to the development of the Properties within the next three years. For that reason, no such subsequently adopted Development Exaction shall be applicable to development of the Properties for a period of five years from the Effective Date of this Amended Agreement. Five years and one day from the Effective Date of this Amended Agreement, no such subsequently adopted Development Exaction shall be applicable to development of the Properties unless such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Properties. No such subsequently adopted Development Exaction shall apply if its application to the Properties would physically prevent development of the Properties for the uses and to the density or intensity of development set forth in the Development Plans.

(e) Regulations which may be in conflict with the Development Plans 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 each PROJECT OWNER with the rights and assurances provided under this Amended Agreement.

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

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

3.6.2 Subsequent Development Approvals. This Amended Agreement shall not prevent COUNTY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plans, nor shall this Amended 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 Plans.

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 Amended Agreement, prevent or preclude compliance with one or more of the provisions of this Amended Agreement, such provisions of this Amended Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Amended

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 Amended 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 a PROJECT OWNER is required by this Amended 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, that PROJECT OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction.

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

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Properties separately from or jointly with COUNTY and this Amended 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 Amended 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 Properties, 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 Properties, is a vesting map under the Subdivision Map Act (Government Code Section 66410 et seq.) and Riverside County Ordinance No. 460 and if this Amended Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to PROJECT OWNERS, then and to that extent the rights and protections afforded PROJECT OWNERS under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Amended Agreement. Except as set forth immediately above, development of the Properties shall occur only as provided in this Amended Agreement, and the provisions in this Amended Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Properties will detrimentally affect public interests which will not be fully addressed by the Development Plans and further acknowledge and agree that this Amended Agreement confers substantial private benefits on PROJECT 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 PROJECT 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 permit or the first building permit, whichever occurs first, for any part of the Solar Power Plant of each individual Project, the PROJECT OWNER of that Project 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. The McCOY Project (Unit 1) has already been fully constructed as of the date of this Amended Agreement and, therefore, this provision applies only to the ARLINGTON Project (Unit 2).

If the development of the ARLINGTON Project (Unit 2) occurs in phases, prior to the issuance of the first grading permit or the first building permit for Unit 2, whichever occurs first, for any part of the Solar Power Plant, ARLINGTON shall give notice to COUNTY in writing of ARLINGTON'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 Unit 2; 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.



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

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

4.2.4 Continuation of Payments. Should all or any portion of the Properties 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, the affected PROJECT OWNER shall agree that any incorporation or annexation may be conditioned so as to require that PROJECT OWNER to make said payments to COUNTY prior to the effective date of incorporation or annexation.

4.3. Local Sales and Use Taxes. PROJECT 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 including, PROJECT OWNERS shall do the following, consistent with law:

(a) If either or both PROJECT OWNERS meet the criteria set forth in applicable CDTFA regulations and policies, PROJECT OWNERS 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) PROJECT OWNERS shall contractually require that all contractors, and all subcontractors whose contract with respect to the solar power plant exceeds \$100,000.00 who meet the criteria set forth in applicable CDTFA regulations and policies ("Major Subcontractors"), 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, PROJECT OWNERS shall each 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 PROJECT OWNERS, its contractors, and all Major Subcontractors. PROJECT OWNERS shall provide updates to COUNTY of the information required under this section within thirty (30) days of any changes to the same, including the addition of any contractor or Major Subcontractor.

(d) PROJECT OWNERS shall certify in writing that PROJECT OWNERS 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.

(e) PROJECT OWNERS 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) PROJECT OWNERS 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 each PROJECT 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) PROJECT 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 Amended Agreement and that the PROJECT OWNER of each Project shall be responsible for all reasonable costs incurred for the services of any such private sales tax consultant in connection with such Project and shall reimburse COUNTY within thirty (30) days of written notice of the amount of such costs.

4.4 Development Impact Fees. Ordinance No. 659 is the COUNTY'S Development Impact Fee Program ("DIF") adopted under the authority of the Mitigation Fee Act. DIF applies to all development in COUNTY under the COUNTY's land use jurisdiction such as the private land encompassed within the McCOY Project (Unit 1). 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." McCOY and COUNTY acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial or industrial development. For that reason, McCOY and COUNTY agree that the application and payment of the surface mining Development Impact Fee category from Ordinance No. 659 computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 is appropriate for Unit 1 due to similar development impacts. The applicable Development Impact Fees for the Project are set forth in Exhibit G to this Agreement.

4.5 Grant of Easement. COUNTY owns real property identified as Assessor's Parcel Number 818-210-014. Said property is not currently being used by COUNTY, and there is no foreseeable use. To access each Solar Power Plant and to transfer power to the power grid, PROJECT OWNERS require individual but overlapping easements for access and utility lines across Assessor's Parcel Number 818-210-014. For the good and valuable consideration being provided in Section 4.2, COUNTY intends to grant PROJECT OWNERS certain non-exclusive easements, over and across Assessor's Parcel Number 818-210-014, subject to and in accordance with the terms and conditions of the Grant of Easement set forth in Exhibit H to this Amended Agreement.

## 5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate, COUNTY and PROJECT 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 Plans. PROJECT 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 Properties 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 a PROJECT OWNER conveys any portion of a Property and/or public facilities constructed on any portion of a Property to COUNTY or any other public entity and said Property is subject to payment of taxes and/or assessments, such taxes and/or assessments shall be paid in full by the PROJECT OWNER prior to completion of any such conveyance.

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

Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Amended 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 Individual Project Compliance Obligations. One of the purposes of this Amended Agreement is to separate out the obligations and requirements of the respective PROJECT OWNERS. Each PROJECT OWNER shall be individually and separately responsible for all compliance obligations and requirements arising under this Amended Agreement with regard to the obligations and requirements that apply to that individual PROJECT OWNER and the Project owned by that PROJECT OWNER. In this manner, any determination or finding of non-compliance by one PROJECT OWNER under this Amended Agreement shall not affect the

continuing validity of this Amended Agreement as to the other PROJECT OWNER and shall not constitute non-compliance with respect to the other PROJECT OWNER nor subject the other PROJECT OWNER to any liability for non-compliance. It is not the intent of the COUNTY and PROJECT OWNERS to create any joint obligations or requirements as between the PROJECTS or PROJECT OWNERS and nothing in this Amended Agreement shall be construed to create any joint obligation or liability that does not otherwise exist as a matter of law; however, to the extent any court of competent jurisdiction determines that any a joint obligation or requirement exists as a matter of law, PROJECT OWNERS shall be jointly and severally liable for such joint obligation and/or requirement.

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

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

6.4 Procedure.

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

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

(d) If the Board makes a preliminary finding that a PROJECT OWNER has not complied in good faith with the terms and conditions of this Amended Agreement, the Board may modify or terminate this Amended Agreement as provided in Section 6.5 and Section 6.6. Notice of default as provided under Section 8.4 of this Amended Agreement shall be given to that PROJECT OWNER prior to or concurrent with, proceedings under Section 6.5 and Section 6.6.

6.5 Proceeding Upon Modification or Termination. If, upon a preliminary finding under Section 6.4, COUNTY determines to proceed with modification or termination of this Amended Agreement as to a PROJECT OWNER, COUNTY shall give written notice to that PROJECT OWNER of its intention so to do with courtesy notice to the other PROJECT OWNER. 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 Amended Agreement as to the relevant PROJECT OWNER; and,
- (c) Such other information as is reasonably necessary to inform the relevant PROJECT OWNER of the nature of the proceeding.

6.6 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the relevant PROJECT OWNER shall be given an opportunity to be heard and shall be entitled to present written and oral evidence. PROJECT OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Amended Agreement. The burden of proof on this issue shall be on the PROJECT OWNER. If the Board of Supervisors finds, based upon substantial evidence, that the PROJECT OWNER has not complied in good faith with the terms or conditions of the Amended Agreement, the Board may terminate this Amended Agreement or modify this Amended Agreement as to that PROJECT OWNER and impose such conditions as are reasonably necessary to protect the interests of the County. Any such action shall not affect the Amended Agreement as to the other PROJECT OWNER. 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.

6.7 Certificate of Agreement Compliance. If, at the conclusion of an annual or special review, a PROJECT OWNER is found to be in compliance with this Amended Agreement, COUNTY shall, upon request by PROJECT OWNER, issue a Certificate of Agreement Compliance ("Certificate") to that PROJECT 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 Amended Agreement remains in effect and (2) PROJECT 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. PROJECT OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by transferees or PROJECT 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 Properties are annexed to or otherwise becomes a part of a city or another county, it is the intent of the parties that this Amended Agreement shall survive and be binding upon such other jurisdiction.

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

7.3 Annexation. PROJECT OWNERS and COUNTY shall oppose, in accordance with the procedures provided by law, the annexation to any city of all or any portion of the Properties unless both PROJECT OWNERS 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 Amended Agreement if it were to be liable in damages under this Amended Agreement, or with respect to this Amended 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 Amended Agreement, except that COUNTY shall not be liable in damages to a PROJECT OWNER, or to any successor in interest of a PROJECT OWNER, or to any other person, and PROJECT OWNER covenants not to sue for damages or claim any damages:

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

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

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

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Amended 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 Projects, it may not be practical or possible to restore the Properties to their natural condition once implementation of this Amended Agreement has begun. After such implementation, a PROJECT OWNER may be foreclosed from other choices it may have had to utilize the Properties or portions thereof PROJECT OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Amended Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Amended Agreement, and it is not possible to determine the sum of money which would adequately compensate that PROJECT 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 6.6 and 8.2, each PROJECT 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 Amended Agreement or because of the terms of this Amended Agreement. Each PROJECT OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

8.4 Termination or Modification of Agreement for Default of a PROJECT OWNER. Subject to the provisions contained in Subsections 6.5 and 6.6 herein, COUNTY may terminate or modify this Amended Agreement with respect to a PROJECT OWNER for any failure of that PROJECT OWNER to perform any material duty or obligation of that PROJECT OWNER under this Amended Agreement, or to comply in good faith with the terms of this Amended Agreement (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Amended Agreement as to that PROJECT OWNER pursuant to this Section only after providing written notice to that PROJECT OWNER of default setting forth the nature of the default and the actions, if any, required by that PROJECT OWNER to cure such default and, where the default can be cured, the PROJECT OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default. Notwithstanding any other provision of this Amended Agreement, the obligations and rights of each PROJECT OWNER under this Amended Agreement shall be separate and independent such that any claim of default by the COUNTY, or any termination or modification of the Amended Agreement by the COUNTY, with respect to one PROJECT OWNER pursuant to this section or otherwise in this Amended Agreement, shall not affect the rights of the other PROJECT OWNER or otherwise affect the Amended Agreement as to the other PROJECT OWNER.

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

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

## 9. THIRD PARTY LITIGATION.

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

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

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

COUNTY shall have no liability in damages under this Amended Agreement for any failure of COUNTY to perform under this Amended Agreement or the inability of a PROJECT OWNER to develop its Property as contemplated by its Development Plan of this Amended 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. Each PROJECT OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents, employees and independent contractors from any claim, action or proceeding against COUNTY, its officers, agents, employees or independent contractors to attack, set aside, void, or annul the approval of this Amended Agreement or the approval of any permit granted pursuant to this Amended Agreement. COUNTY shall promptly notify PROJECT OWNER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify the PROJECT OWNER of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, PROJECT OWNER shall not thereafter be responsible



to defend, indemnify, or hold harmless COUNTY. COUNTY may in its discretion participate in the defense of any such claim, action or proceeding.

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

9.4 Environment Assurances. Each PROJECT 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 PROJECT 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 Properties, including, but not limited to, soil and groundwater conditions, that each PROJECT OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any action based or asserted upon any such alleged act or omission. COUNTY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, COUNTY reserves the right to either (1) approve the attorney(s) which a PROJECT 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 PROJECT 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 Amended Agreement.

## 10. MORTGAGEE PROTECTION.

The parties hereto agree that this Amended Agreement shall not prevent or limit a PROJECT OWNER, in any manner, at the PROJECT OWNER's sole discretion, from encumbering the its 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 Amended Agreement interpretations and modifications and agrees upon request, from time to time, to meet with the PROJECT 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 Amended Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

(b) The Mortgagee of any mortgage or deed of trust encumbering the Properties, 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 a PROJECT OWNER in the performance of that PROJECT OWNER's obligations under this Amended Agreement.

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

(d) Any Mortgagee who comes into possession of the Properties, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Properties, or part thereof, subject to the terms of this Amended Agreement. If the Planning Director, acting in consultation with the County Executive Officer and County Counsel, provides her prior written consent, which consent shall not be unreasonable withheld, a Mortgagee in possession shall not have an obligation or duty under this Amended Agreement to perform any of the PROJECT OWNER's obligations or other affirmative covenants of the PROJECT OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by PROJECT 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. Any transfer by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Amended Agreement.

## 11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Amended 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 Amended 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 Amended Agreement. This Amended Agreement replaces and supersedes Development Agreement No. 77 entered into between COUNTY and McCOY on April 10, 2014.

11.3 Severability. If any term, provision, covenant or condition of this Amended Agreement shall be determined invalid, void or unenforceable, including as to one of the PROJECT OWNERS, the remainder of this Amended 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 Amended Agreement and any such term, provision, covenant or condition shall continue to apply to the other PROJECT OWNER to the extent not determined invalid, void or unenforceable as a matter of law. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4.2 of this Amended Agreement, including the payments set forth therein, are essential elements of this Amended Agreement and COUNTY would not have entered into this Amended Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Amended Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Amended Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Amended 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 Amended 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 Amended 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 Individual PROJECT OWNER Obligations. All of the rights and obligations of each PROJECT OWNER under this Amended Agreement shall be separate, independent, and divisible with respect to each PROJECT OWNER as to such PROJECT OWNER'S project. For the further avoidance of doubt, the separate and independent obligations of each PROJECT OWNER shall not give rise to any joint and several liability. The default of any one PROJECT OWNER shall not constitute the default of the other PROJECT OWNER.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Amended 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 Amended 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 Amended Agreement thereafter.

11.10 No Third Party Beneficiaries. This Amended 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 Amended Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Amended 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 Amended 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 Amended 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 Amended Agreement shall be binding upon, and the benefits of this Amended Agreement shall inure to, all successors in interest to the parties to this Amended Agreement. All provisions of this Amended 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 Properties: (a) is for the benefit of and is a burden upon every portion of the Properties; (b) runs with the Properties and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Properties or any portion thereof.

11.14 Counterparts. This Amended 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 Amended Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Amended 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 Projects are a private development, that no 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 Amended Agreement. No partnership, joint venture or other association of any kind is formed by this Amended Agreement. The only relationship between COUNTY and PROJECT OWNERS

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 Amended Agreement and the satisfaction of the conditions of this Amended 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 Amended Agreement to carry out the intent and to fulfill the provisions of this Amended Agreement or to evidence or consummate the transactions contemplated by this Amended Agreement.

11.18 Eminent Domain. No provision of this Amended Agreement shall be construed to limit or restrict the exercise by COUNTY of its power of eminent domain.

11.19 Agent for Service of Process. In the event a PROJECT 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, that PROJECT OWNER shall file with the TLMA Director, upon its execution of this Amended 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 Amended Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon the PROJECT OWNER. If for any reason service of such process upon such agent is not feasible, then in such event that PROJECT OWNER may be personally served with such process out of this County and such service shall constitute valid service upon that PROJECT OWNER. PROJECT 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. PROJECT 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 Amended 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 Amended Agreement on behalf of each PROJECT OWNER warrants and represents that he or she has the authority to execute this Amended Agreement on behalf of his corporation, partnership or business entity and warrants and represents that he has the authority to bind the PROJECT OWNER to the performance of its obligations hereunder.

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

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

Dated: 04-18-2022  
By: [Signature]  
Chair, Board of Supervisors  
**JEFF HEWITT**

ATTEST:  
KECIA HARPER  
Clerk of the Board

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS,  
County Counsel

By: [Signature]  
Deputy

By: Melissa R. Cushman  
MELISSA R. CUSHMAN  
County Counsel

McCOY SOLAR, LLC

Dated: 02/04/2022  
By: [Signature]  
Mark B. Patten IV, Assistant Vice President

[Signature]  


ARLINGTON SOLAR, LLC

Dated: 2/4/2022  
By: [Signature]  
Anthony Pedroni, Vice President

[Signature]  


**Amended and Restated Development Agreement No. 77**

**EXHIBIT A**

**McCOY SOLAR ENERGY PROJECT DESCRIPTION**

**Private Land:**

**PARCEL 1:**

THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

**PARCEL 2:**

THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

**PARCEL 3:**

THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

**BLM Land:**

BEING PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 25, SECTION 26, THE EAST HALF OF SECTION 27, THE EAST HALF OF THE WEST HALF AND THE EAST HALF OF SECTION 34 AND SECTION 35, ALL IN TOWNSHIP 5 SOUTH, RANGE 21 EAST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT APPROVED OCTOBER 6, 1856; TRACT 40 AND TRACT 41, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT APPROVED APRIL 1, 1918, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTH QUARTER CORNER OF SECTION 2, SAID TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, SAID CORNER ALSO BEING 1" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG AS DESCRIBED IN FIELD NOTES BOOK 452-1, PAGE 51, RECORDS OF BUREAU OF LAND MANAGEMENT;

**THENCE** SOUTH 89°13'16" WEST 514.95 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

**THENCE** CONTINUING SOUTH 89°13'16" WEST 1092.56 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 TO THE NORTHWEST CORNER OF PARCEL "C" OF BLYTHE SOLAR COMMON AREA AND LINEAR FACILITIES RIGHT OF WAY;

**THENCE** SOUTH 00°00'00" WEST 70.36 FEET ALONG THE WEST LINE OF SAID PARCEL "C" TO THE NORTHEAST CORNER OF BLYTHE SOLAR UNIT IV;

**THENCE** SOUTH 89°24'07" WEST 4340.58 FEET ALONG THE NORTH LINE OF SAID BLYTHE SOLAR UNIT IV;

**THENCE** NORTH 00°46'40" WEST 2385.10 FEET;

**THENCE** NORTH 89°13'45" EAST 113.74 FEET;

**THENCE** NORTH 00°47'48" WEST 2103.73 FEET;

**THENCE** NORTH 89°14'06" EAST 851.57 FEET;

**THENCE** NORTH 01°07'32" WEST 5222.62 FEET;

**THENCE** SOUTH 89°15'57" EAST 641.65 FEET;

**THENCE** NORTH 00°47'08" WEST 794.27 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27;

**THENCE** NORTH 89°02'09" EAST 980.61 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 TO THE NORTHEAST CORNER THEREOF;

**THENCE** NORTH 89°02'09" EAST 2653.25 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER THEREOF;

**THENCE** SOUTH 41°53'59" EAST 6931.59 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25;

**THENCE** SOUTH 89°08'05" WEST 1799.17 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 35;

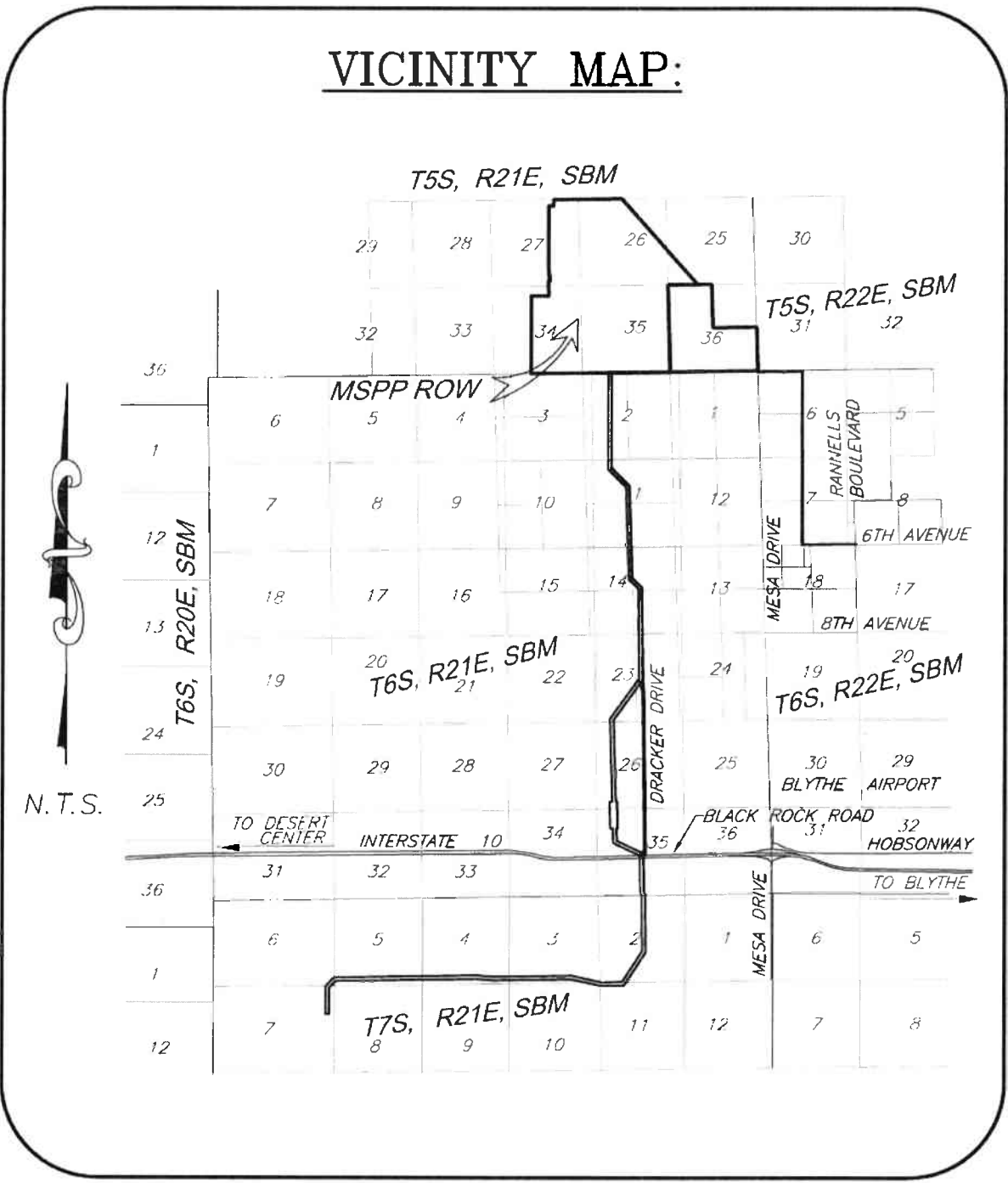
**THENCE** SOUTH 01°56'27" EAST 5237.46 FEET ALONG THE EAST LINE OF SAID SECTION 35



TO THE SOUTHEAST CORNER OF THEREOF, ALSO BEING THE NORTH LINE OF THE  
NORTHEAST QUARTER OF SAID SECTION 2;

**THENCE SOUTH 89°14'38" WEST 2125.05 FEET ALONG THE NORTH LINE OF THE  
NORTHEAST QUARTER OF SAID SECTION 2, ALSO BEING THE POINT OF  
BEGINNING.**

# VICINITY MAP:



## ARLINGTON SOLAR ENERGY CENTER DESCRIPTION

### **BLM Land:**

BEING ALL OF SECTION 27, SECTION 28, THE EAST HALF AND THE UNSURVEYED NORTHWEST QUARTER OF SECTION 29, THE NORTHEAST QUARTER OF SECTION 32, SECTION 33 AND THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER AND THE WEST HALF OF THE EAST HALF OF SECTION 34, ALL IN TOWNSHIP 5 SOUTH, RANGE 21 EAST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT APPROVED OCTOBER 6, 1856; TRACT 40 AND TRACT 41, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT APPROVED APRIL 1, 1918, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT APPROVED APRIL 1, 1918, SAID CORNER ALSO BEING 1" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG AS DESCRIBED IN FIELD NOTES BOOK 452-2, PAGE 52, RECORDS OF BUREAU OF LAND MANAGEMENT;

**THENCE** SOUTH 89°16'52" WEST 510.85 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

**THENCE** CONTINUING SOUTH 89°16'52" WEST 974.41 FEET, SAID POINT BEING NORTH 89°16'52" EAST 1154.31 FEET, MEASURED ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 FROM THE NORTHWEST CORNER THEREOF;

**THENCE** NORTH 00°45'46" WEST 937.78 FEET;

**THENCE** NORTH 77°04'55" WEST 1072.70 FEET;

**THENCE** NORTH 01°42'47" WEST 2642.82 FEET;

**THENCE** NORTH 70°13'42" WEST 2902.50 FEET;

**THENCE** SOUTH 87°58'50" WEST 450.16 FEET;

**THENCE** NORTH 03°05'47" WEST 2145.96 FEET;

**THENCE** NORTH 66°37'14" EAST 1611.73 FEET;

**THENCE** NORTH 00°22'26" EAST 985.22 FEET;

**THENCE** NORTH 78°19'06" WEST 1276.07 FEET;

**THENCE** NORTH 87°18'20" WEST 746.55 FEET;

**THENCE** NORTH 00°10'47" EAST 1490.78 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29;

**THENCE** NORTH 89°02'09" EAST 2892.73 FEET ALONG THE NORTH LINE OF SAID SECTION 29 TO THE NORTHEAST CORNER THEREOF;

**THENCE** NORTH 89°02'09" EAST 5277.64 FEET ALONG THE NORTH LINE OF SAID SECTION 28 TO THE NORTHEAST CORNER THEREOF;

**THENCE** NORTH 89°02'09" EAST 4302.78 FEET ALONG THE NORTH LINE OF SAID SECTION 27;

**THENCE** SOUTH 00°47'08" EAST 794.27 FEET;

**THENCE** SOUTH 89°15'57" WEST 641.65 FEET;

**THENCE** SOUTH 01°07'32" EAST 5222.62 FEET;

**THENCE** SOUTH 89°14'06" WEST 851.57 FEET;

**THENCE** SOUTH 00°47'48" EAST 2103.73 FEET;

**THENCE** SOUTH 89°13'45" WEST 113.74 FEET;

**THENCE** SOUTH 00°46'40" EAST 2327.44 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, SAID TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM;

**THENCE** NORTH 89°13'35" EAST 668.80 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 TO THE NORTH QUARTER CORNER THEREOF;

**THENCE** NORTH 89°14'30" EAST 2639.76 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE NORTHWEST CORNER OF SECTION 2, SAID TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM;

**THENCE** NORTH 89°13'16" EAST 1032.95 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 TO THE NORTHWEST CORNER OF PARCEL "C" OF BLYTHE SOLAR COMMON AREA AND LINEAR FACILITIES RIGHT OF WAY;

**THENCE** SOUTH 00°00'00" WEST 70.36 FEET ALONG THE WEST LINE OF SAID PARCEL "C" TO THE NORTHEAST CORNER OF BLYTHE SOLAR UNIT IV;

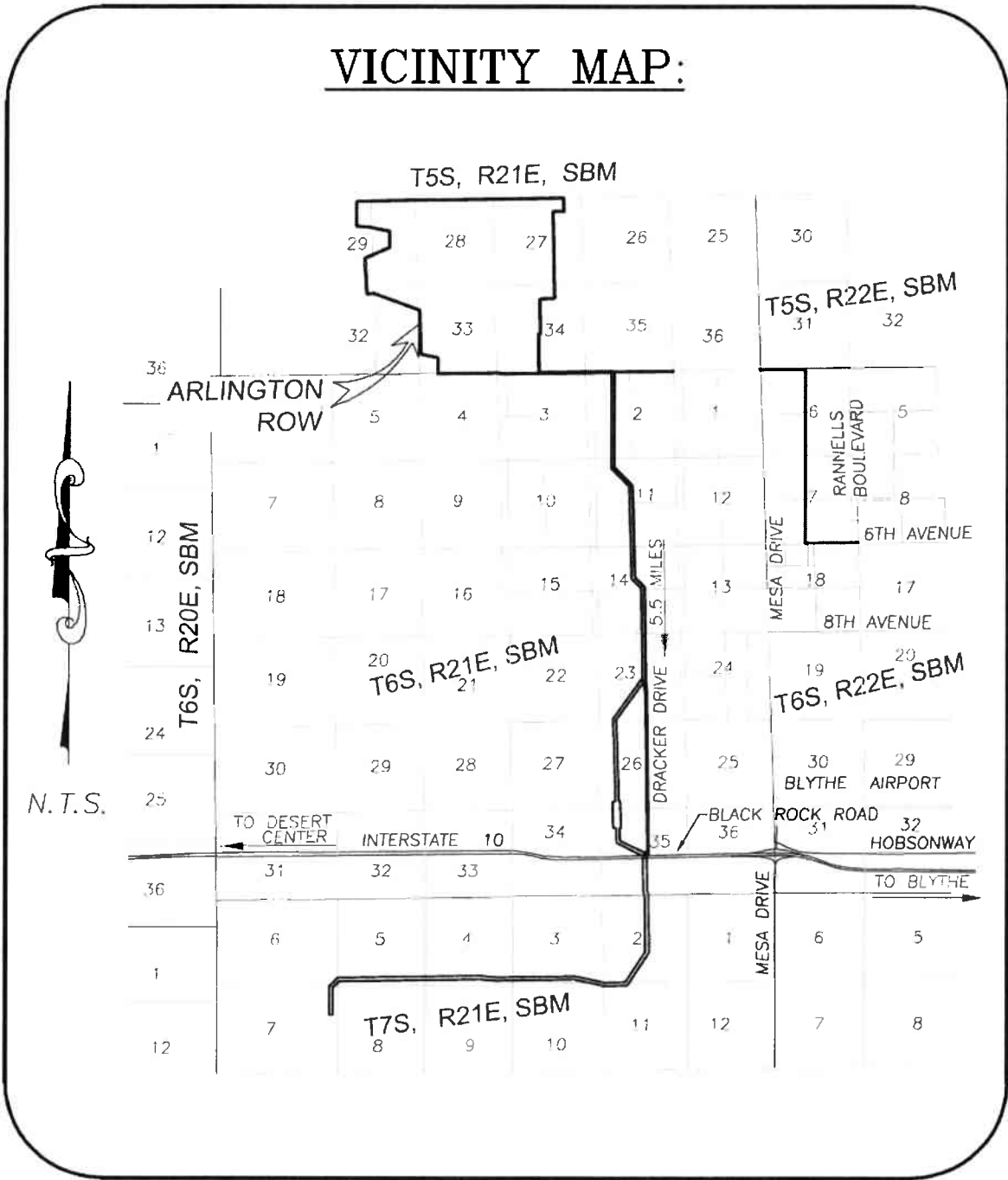
**THENCE SOUTH 89°24'07" WEST 6694.72 FEET ALONG THE NORTH LINE OF SAID BLYTHE SOLAR UNIT IV TO THE NORTHWEST CORNER THEREOF;**

**THENCE NORTH 00°01'32" WEST 50.71 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;**

**THENCE SOUTH 89°15'55" WEST 132.46 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 33;**

**THENCE CONTINUING SOUTH 89°15'55" WEST 2129.15 FEET ALONG SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 4, ALSO BEING THE POINT OF BEGINNING.**

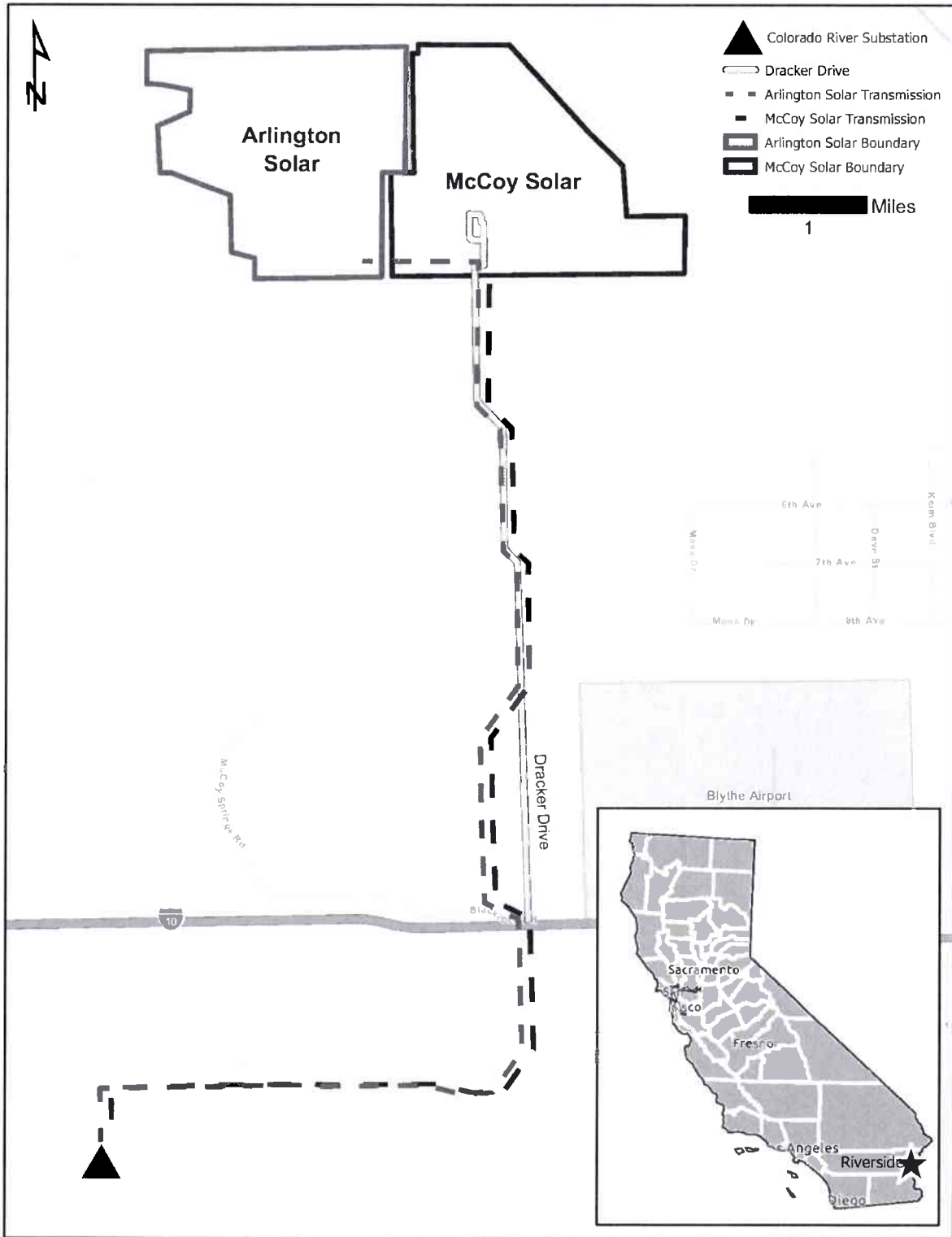
# VICINITY MAP:



**Amended and Restated Development Agreement No. 77**

**EXHIBIT B**

**McCOY SOLAR ENERGY PROJECT and ARLINGTON SOLAR ENERGY CENTER  
PROJECT MAP**





**Amended and Restated Development Agreement No. 77**

**EXHIBIT C**

**EXISTING DEVELOPMENT APPROVALS**

Specific Plan

Zoning

Conditional Use Permit No. 3682 (applicable only to Unit 1)

Public Use Permit No. 911

Land Divisions

Other Development Approvals

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

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

**Amended Development Agreement No. 77**

**EXHIBIT D**

**EXISTING LAND USE REGULATIONS**

1. Riverside County General Plan as amended through Resolution No. 2019-050
2. Ordinance No. 348 as amended through Ordinance No. 348.4978
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. 673.5
17. Ordinance No. 679 as amended through Ordinance No. 679.4
18. Ordinance No. 682 as amended through Ordinance No. 682.6
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. 810.3
28. Ordinance No. 817 as amended through Ordinance No. 817.1
29. Ordinance No. 824 as amended through Ordinance No. 824.17
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. 2020-124 Amending Procedures and Requirements  
for the Consideration of Development Agreements
39. Board of Supervisors Policy No. B-29 as amended on 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. 77**

**EXHIBIT "E"**

**SOLAR POWER PLANT DESCRIPTIONS**

## UNIT 1 – McCOY SOLAR ENERGY PROJECT

McCOY proposes to construct, operate, maintain, and decommission an up-to-250 megawatt (MW) photovoltaic (PV) solar energy generating facility and related infrastructure in unincorporated Riverside County, California, known as the McCoy Solar Energy Project (McCoy Project). Approximately 476 acres of privately owned land would be included in the proposed solar plant site boundary, with the remainder of the McCoy Project to be developed on public land administered by the Bureau of Land Management (BLM). The McCoy Project would generate and deliver solar-generated power to the California electrical grid through an interconnection at the Colorado River Substation (CRS) owned by Southern California Edison (SCE).

Key components of the McCoy Project are:

1. The solar plant site, i.e., all facilities that create a footprint in and around the field of solar panels, including: the solar field, on-site substation(s), an operations and maintenance (O&M) facility; and related infrastructure and improvements;
2. A double-circuit, overhead 230 kV generation-tie (gen-tie) line;
3. A 230 kV switchyard located near the CRS;
4. Two telecommunications lines;
5. A distribution line to be owned and operated by Southern California Edison;
6. A battery energy storage system; and
7. An access road providing access to the solar plant site.

The McCoy Project would operate year-round, and have the capacity to produce up to 250 MWs of solar power. The McCoy Project would generate electricity during daylight hours when electricity demand is at its peak. Within Unit 1, 476 acres is privately owned land. The proposed facilities on private land would be limited to solar arrays and inverters, up to two water wells, a portion of the access road, and the distribution line. The O&M building and the gen-tie line would be shared with other entities to the extent feasible and located on BLM administered land with the exception of the easement area crossing County property. The road area within the 476 privately owned acres includes perimeter and solar panel access roads and encompasses approximately 22 acres. The panel area within these 476 acres includes the entire disturbed area of the panels (limits of panel footprints plus roads and space between panels and rows) and encompasses approximately 344 acres. Approximately 516,000 panels would be placed on the 476 acres of privately owned land. Of the total Project, approximately 50 MW would be developed on private land.

## UNIT 2 – ARLINGTON SOLAR ENERGY CENTER

ARLINGTON proposes to construct, operate, maintain, and decommission an up-to-500 megawatt (MW) photovoltaic (PV) solar energy generating facility and related infrastructure in unincorporated Riverside County, California, to be known as the Arlington Solar Energy Center (Arlington Project), formerly referred to as Unit 2 of the McCoy Solar Energy Project. The Arlington Project is located entirely on federal public land administered by the BLM. The Arlington Project would generate and deliver solar-generated power to the California electrical grid through an interconnection at the Colorado River Substation (CRS) owned by Southern California Edison (SCE).

Key components of the Arlington Project are:

1. The solar plant site, i.e., all facilities that create a footprint in and around the field of solar panels, including: the solar field, on-site substation(s), an operations and maintenance (O&M) facility; and related infrastructure and improvements;
2. A double-circuit, overhead 230 kV generation-tie (gen-tie) line;
3. A 230 kV switchyard located near the CRS;
4. Two telecommunications lines;
5. A distribution line to be owned and operated by Southern California Edison;
6. A battery energy storage system; and
7. An access road providing access to the solar plant site.

The Arlington Project would operate year-round, and have the capacity to generate up to 500 MWs. The Arlington Project would generate electricity during daylight hours when electricity demand is at its peak. The O&M building and the gen-tie line would be shared with other entities to the extent feasible and located on BLM administered land with the exception of the easement area crossing County property.

Amended and Restated Development Agreement No. 77

EXHIBIT "F"

SOLAR POWER PLANTS NET ACREAGE

Solar Power Plant Net Acreage Calculation

<u>Unit 1, McCoy Solar Power Project</u>	
BLM Land	1785
Private Land	476
<u>Generation Tie-line Pole Disturbance</u>	<u>1</u>
Unit 1 Subtotal	2262
<u>Unit 2, Arlington Solar Energy Center</u>	
<u>BLM Land</u>	<u>2180</u>
Unit 2 Subtotal	2180

\*All acreages rounded to the nearest whole acre

**Amended and Restated Development Agreement No. 77**

**EXHIBIT "G"**

**APPLICABLE COUNTY DEVELOPMENT IMPACT FEES  
FOR Unit 1/McCOY SOLAR ENERGY PROJECT**

1. Development Impact Fees- Ordinance No. 659
  - a. Area Plan: Desert Center/CV Desert
  - b. Fee Category: Surface Mining
  - c. Fee Amount: \$5,086 per acre (Ordinance No. 659.12)
  
2. Development Impact Fees for the Project shall be computed on a Project Area basis as set forth in Section 13 of Ordinance No. 659 using the Surface Mining fee amount per acre. McCOY and COUNTY acknowledge and agree that the Project Area acreage used for the computation of Development Impact Fees shall be 476 acres. McCOY and COUNTY acknowledge that any temporary reduction of fees approved by the Board of Supervisors in place at the time of payment of fees shall be applicable to the Project.



**Amended and Restated Development Agreement No. 77**

**EXHIBIT “H”**

**GRANT OF EASEMENT**

**McCOY SOLAR SOLAR ENERGY PROJECT**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

McCoy Solar, LLC  
c/o NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: Scott Busa, Executive Director

DOC # 2014-0130470  
04/10/2014 08:52A Fee:NC  
Page 1 of 12  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



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JF:ra/011514/169FM/16.666

Space Above Line for Recorder's Use Only

**C**  
508

**GRANT OF EASEMENTS**

THIS GRANT OF EASEMENTS ("Grant") is made and entered into as of this 10 day of April, 2014 ("Effective Date"), by the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantor" or "County"), in favor of the MCCOY SOLAR, LLC, a Delaware limited liability company ("Grantee") with reference to the following facts:

**RECITALS**

- A. Grantor is the owner of certain real property located in the County of Riverside, State of California, designated as Assessor's Parcel Numbers 818-210-014 and more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference ("Grantor' Property"); and
- B. Grantor desires to grant to Grantee certain easements over, across and through Grantor's Property, subject to and in accordance with the terms and conditions set forth below.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Grantor and Grantee, the parties hereto agree as follows:

1. **Grant of Easements.**

Grantor hereby grants to Grantee, for the use by Grantee and its affiliates and their officers, directors, employees, representatives, agents, contractors, and invitees, the following easements (collectively, the "Easements"):

- (a) a non-exclusive easement over that portion of the Grantor's Property being more particularly described as "Parcel B" in Exhibit A attached hereto and shown on Exhibit B attached hereto for the purposes of (i) installing, operating, maintaining, repairing and replacing, as necessary, above-ground or below-ground utility facilities (including without limitation, electrical, gas and telecommunications facilities), whether existing as of the date hereof or in the future and (ii) vehicular and pedestrian ingress and egress; and

- (b) a non-exclusive easement over that portion of the Grantor's Property being more particularly described as "Parcel A" in Exhibit A attached hereto and shown on Exhibit B attached hereto for the purposes of (i) installing, operating, maintaining, repairing and replacing, as necessary, above-ground or below-ground utility facilities (including without limitation, electrical, gas and telecommunications facilities), whether existing as of the date hereof or in the future, (ii) vehicular and pedestrian ingress and egress and (iii) installing, operating, maintaining, repairing, and replacing, as necessary, a paved roadway.

**2. No Construction.**

Grantee shall not construct, erect or place any buildings, improvements, structures, fixtures and/or landscaping on any portion of Grantor's Property that would obstruct or interfere with Grantor's use of the Property.

**3. Term.**

The parties acknowledge and agree that Grantee and Grantor have also entered into a development agreement (Development Agreement No. 77) for the McCoy Solar Energy Project. The term of this Grant shall be coterminous with the term of the development agreement, as may be extended from time to time.

**4. Consideration.**

Good and valuable consideration for the Grant of the Easements, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, is included in Development Agreement No. 77 entered into between Grantor and Grantee the McCoy Solar Energy Project. This Grant of Easements is contingent upon Development Agreement No. 77 being entered into and effective.

**5. Indemnification.**

Grantee shall hold harmless, protect and indemnify Grantor and its Board, elected or appointed officials, officers, employees, agents, contractors, and representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") from and against any and all Claims arising from or in any way connected with the Grantee's rights and obligations under this Grant or due to the acts, omissions or negligence of Grantee or any of its agents, contractors or employees. If any action or proceeding is brought against any of the Grantor Indemnified parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel acceptable to Grantor or reimburse Grantor Indemnified Party.

**6. Reserved Rights.**

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property.

**7. Modification.**

No alteration or variation of any term of this Grant shall be valid unless made in writing and signed by the parties hereto or their successors and assigns, and no oral understanding or agreement not referenced herein shall be binding on any of the parties hereto.



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2 of 12

8. **No Forfeiture.**

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

9. **Controlling Law.**

The interpretation and performance of this Grant shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

10. **Liberal Construction.**

Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed to effect the purposes of this Grant. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

11. **Severability.**

If any part of this Grant is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this Grant shall be given effect to the fullest extent reasonably possible.

12. **Authority.**

Grantor represents and warrants that this Grant has been duly authorized and executed and constitutes a legally binding obligation of Grantor, enforceable in accordance with its terms. The persons executing this Grant on behalf of Grantee warrant and represent that they have the authority to execute this Grant on behalf of their corporation, partnership or business entity and warrant and represent that they have the authority to bind Grantee to the performance of its obligations hereunder.

13. **Successors.**

The covenants, terms, conditions and restrictions of this Grant shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns. Without limiting the generality of the foregoing, this Grant shall run with the Grantor's Property and be binding upon any successor-in-interest of Grantor in Grantor's Property.

14. **Exhibits.**

This Grant includes the following exhibits, which are incorporated herein by this reference:

- Exhibit A – Legal Description of Easements
- Exhibit B – Diagram of Easements
- Exhibit C – Legal Description of Grantor's Property

15. **Counterparts.**

The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.



IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant as of the date first written above.

GRANTOR:  
COUNTY OF RIVERSIDE

GRANTEE:  
MCCOY SOLAR, LLC.

BY: Jeff Stone  
Jeff Stone  
Chairman, Board of Directors

By: [Signature]  
Title: Vice President  
Authorized Representative

DATE: April 10, 2014

Attest: Stuart McCurdy  
Title: Project Manager

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

(Seal)

APPROVED AS TO FORM:  
Pamela J. Walls  
County Counsel

By: [Signature]  
Tiffany N. North  
Deputy County Counsel





LARRY W. WARD  
 COUNTY OF RIVERSIDE  
 ASSESSOR-COUNTY CLERK-RECORDER

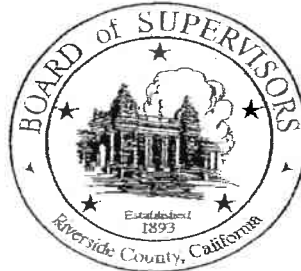
Recorder  
 P.O. Box 751  
 Riverside, CA 92502-0751  
 (951) 486-7000  
<http://riverside13ec13rec.com>

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors  
 (embossed on document)



Date: April 10, 2014

Signature: April Eckles

Print Name: April Eckles, Senior Board Assistant,  
 Riverside County Clerk of the Board of Supervisors

ACR 501P-AS4RE0 (Rev 01/2005)



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 04/10/2014 08:52A  
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**EXHIBIT "A"**  
**MSPP UTILITY EASEMENT**  
**LEGAL DESCRIPTION**

BEING PORTIONS OF TRACT 61 AND TRACT 63 AS DESCRIBED IN QUITCLAIM DEED RECORDED DECEMBER 14, 1948, FILED IN BOOK 1035, PAGE 520, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN PORTIONS OF TRACT 69 AND TRACT 71, SECTION 26, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, APPROVED APRIL 1, 1918, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A"**

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 69, SAID CORNER BEING 1" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-6, PAGE 29, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 01°39'09" WEST 2175.66 FEET ALONG THE EAST LINE OF SAID TRACT 69 TO THE SOUTH LINE OF SAID TRACT 61;

THENCE SOUTH 71°31'05" WEST 946.60 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 71°31'05" WEST 104.96 FEET ALONG SAID SOUTH LINE;

THENCE NORTH 00°48'12" WEST 20.99 FEET TO THE NORTH LINE OF SAID TRACT 61;

THENCE NORTH 71°31'05" EAST 104.96 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 00°48'12" EAST 20.99 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL "A" CONTAINS 2099 SQUARE FEET, MORE OR LESS.



**EXHIBIT "A"**  
**MSPP UTILITY EASEMENT**  
**LEGAL DESCRIPTION**

**PARCEL "B"**

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26, SAID CORNER BEING 2" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-4, PAGE 9, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 89°12'11" EAST 1236.12 FEET ALONG THE SOUTH LINE OF SAID TRACT 71 TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 01°42'57" WEST 1340.97 FEET ALONG THE EAST LINE OF SAID TRACT 71 TO THE SOUTH LINE OF SAID TRACT 63;

THENCE SOUTH 71°38'20" WEST 68.65 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 71°38'20" WEST 229.64 FEET ALONG SAID SOUTH LINE;

THENCE NORTH 01°42'14" WEST 20.88 FEET TO THE NORTH LINE OF SAID TRACT 63;

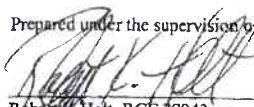
THENCE NORTH 71°38'20" EAST 229.64 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 01°42'14" EAST 20.88 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL "B" CONTAINS 4593 SQUARE FEET, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

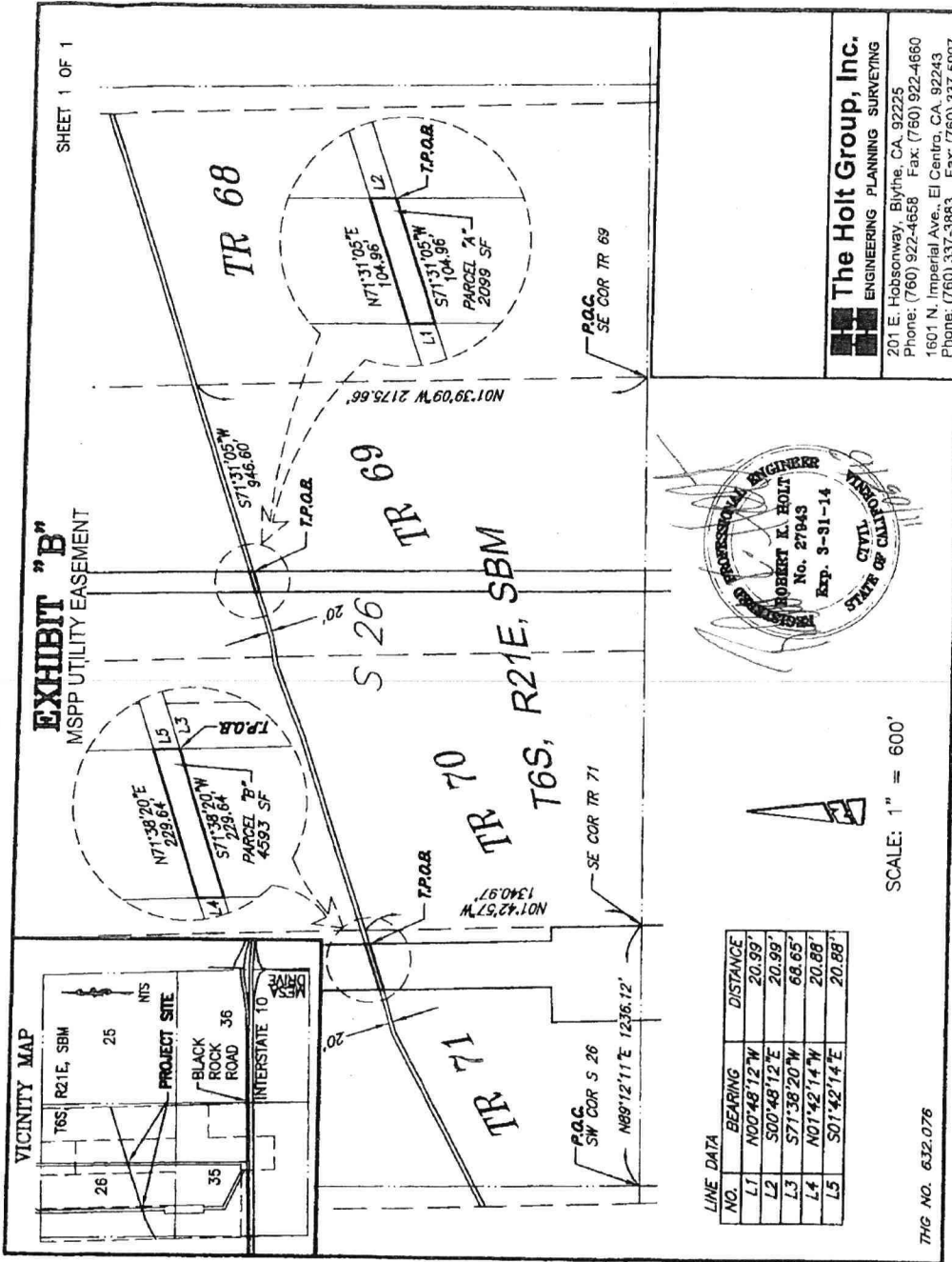
Prepared under the supervision of:

  
Robert K. Holt, RCE 27943  
Expires 3/31/2014  
The Holt Group, Inc  
201 E Hobsonway  
Blythe, CA 92225  
(760) 922-4658

Date: 11/05/13







**The Holt Group, Inc.**  
ENGINEERING PLANNING SURVEYING

201 E. Hobsonway, Blythe, CA, 92225  
Phone: (760) 922-4658 Fax: (760) 922-4660  
1601 N. Imperial Ave., El Centro, CA, 92243  
Phone: (760) 337-3883 Fax: (760) 337-5987

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EXHIBIT C

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 68 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 68, DISTANT THEREON NORTHERLY 2604.49 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 09' 24" WEST, 1373.91 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 68, DISTANT THEREON NORTHERLY 2184.46 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 68.

PARCEL 2:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 69 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 69, DISTANT THEREON NORTHERLY 2184.46 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 09' 24" WEST, 1267.80 FEET; THENCE SOUTH 80° 35' 50" WEST, 101.86 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 69, DISTANT THEREON NORTHERLY 1780.22 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 69 AND, AT THE ANGLE POINT, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

PARCEL 3:

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 70 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 70, DISTANT THEREON NORTHERLY 1780.22 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 80° 35' 50" WEST, 28.14 FEET; THENCE SOUTH 68° 15' 06" WEST 375.00 FEET; THENCE SOUTH 72° 16' 39" WEST, 963.25 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 70, DISTANT THEREON NORTHERLY 1348.20 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 70 AND, AT ALL ANGLE POINTS, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

PARCEL 4:



A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 71 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED April 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C.&G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 71, DISTANT THEREON NORTHERLY 1348.20 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 16' 39" WEST, 511.75 FEET; THENCE SOUTH 62° 07' 46" WEST, 920.62 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 71, DISTANT THEREON NORTHERLY 765.49 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 71 AND, AT THE ANGLE POINT, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

APN: 818-210-014



**GRANT OF EASEMENT**

**ARLINGTON SOLAR ENERGY CENTER**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Arlington Solar, LLC  
c/o NextEra Energy Resources, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: Dru Roscoe, Counsel

[County Reference No.]

Space Above Line for Recorder's Use Only

### GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS ("Grant") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ ("Effective Date"), by the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantor" or "County"), in favor of the ARLINGTON SOLAR, LLC, a Delaware limited liability company ("Grantee") with reference to the following facts:

### RECITALS

- A. Grantor is the owner of certain real property located in the County of Riverside, State of California, designated as Assessor's Parcel Numbers 818-210-014 and more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference ("Grantor's Property"); and
- B. Grantor desires to grant to Grantee certain easements over, across and through Grantor's Property, subject to and in accordance with the terms and conditions set forth below.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Grantor and Grantee, the parties hereto agree as follows:

1. **Grant of Easements.**

Grantor hereby grants to Grantee, for the use by Grantee and its affiliates and their officers, directors, employees, representatives, agents, contractors, and invitees, the following easements (collectively, the "Easements"):

- (a) a non-exclusive easement over that portion of the Grantor's Property being more particularly described as "Parcel B" in Exhibit A attached hereto and shown on Exhibit B attached hereto for the purposes of (i) installing, operating, maintaining, repairing and replacing, as necessary, above-ground or below-ground utility facilities (including without limitation, electrical, gas and telecommunications facilities), whether existing as of the date hereof or in the future and (ii) vehicular and pedestrian ingress and egress; and

- (b) a non-exclusive easement over that portion of the Grantor's Property being more particularly described as "Parcel A" in Exhibit A attached hereto and shown on Exhibit B attached hereto for the purposes of (i) installing, operating, maintaining, repairing and replacing, as necessary, above-ground or below-ground utility facilities (including without limitation, electrical, gas and telecommunications facilities), whether existing as of the date hereof or in the future, (ii) vehicular and pedestrian ingress and egress and (iii) installing, operating, maintaining, repairing, and replacing, as necessary, a paved roadway.

2. **No Construction.**

Grantee shall not construct, erect or place any buildings, improvements, structures, fixtures and/or landscaping on any portion of Grantor's Property that would obstruct or interfere with Grantor's use of the Property.

3. **Term.**

The parties acknowledge and agree that Grantee and Grantor have also entered into a development agreement (Amended Development Agreement No. 77) for the Arlington Solar Energy Center. The term of this Grant shall be coterminous with the term of the development agreement, as may be extended from time to time.

4. **Consideration.**

Good and valuable consideration for the Grant of the Easements, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, is included in Amended Development Agreement No. 77 entered into between Grantor and Grantee the Arlington Solar Energy Center. This Grant of Easements is contingent upon Amended Development Agreement No. 77 being entered into and effective.

5. **Indemnification.**

Grantee shall hold harmless, protect and indemnify Grantor and its Board, elected or appointed officials, officers, employees, agents, contractors, and representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") from and against any and all Claims arising from or in any way connected with the Grantee's rights and obligations under this Grant or due to the acts, omissions or negligence of Grantee or any of its agents, contractors or employees. If any action or proceeding is brought against any of the Grantor Indemnified parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel acceptable to Grantor or reimburse Grantor Indemnified Party.

6. **Reserved Rights.**

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property.

7. **Modification.**

No alteration or variation of any term of this Grant shall be valid unless made in writing and signed by the parties hereto or their successors and assigns, and no oral understanding or agreement not referenced herein shall be binding on any of the parties hereto.

8. **No Forfeiture.**

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

9. **Controlling Law.**

The interpretation and performance of this Grant shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

10. **Liberal Construction.**

Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed to effect the purposes of this Grant. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

11. **Severability.**

If any part of this Grant is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this Grant shall be given effect to the fullest extent reasonably possible.

12. **Authority.**

Grantor represents and warrants that this Grant has been duly authorized and executed and constitutes a legally binding obligation of Grantor, enforceable in accordance with its terms. The persons executing this Grant on behalf of Grantee warrant and represent that they have the authority to execute this Grant on behalf of their corporation, partnership or business entity and warrant and represent that they have the authority to bind Grantee to the performance of its obligations hereunder.

13. **Successors and Assigns.**

The covenants, terms, conditions and restrictions of this Grant shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns. Without limiting the generality of the foregoing, this Grant shall run with the Grantor's Property and be binding upon any successor-in-interest of Grantor in Grantor's Property. Grantee may, without the consent of Grantor, partially assign an interest in this Grant and the Easements to an affiliate or third-party in order to permit such assignee to construct, install, operate, maintain, repair and replace, as necessary, a "second circuit" transmission line and related utility facilities associated with the generation interconnection tie-line within the Easements provided that: (a) the proposed assignee expressly assumes and agrees to be bound by all of Grantee's rights, duties and obligations

under this Grant, and (b) Grantee provides Grantor with written notice not more than five (5) business days after any such assignment. Provided that any partial assignment of an interest hereunder is made in accordance with the terms of this Grant, then it will be deemed a separate and independent grant and interest such that no default or modification of the other easement grant and interest will affect the assigned interest and vice versa and the assignee may record such partial assignment in the public records of Riverside County.

14. Exhibits.

This Grant includes the following exhibits, which are incorporated herein by this reference:

- Exhibit A — Legal Description of Easements
- Exhibit B — Diagram of Easements
- Exhibit C — Legal Description of Grantor’s Property

15. Counterparts.

The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant as of the date first written above.

GRANTOR:

GRANTEE:

COUNTY OF RIVERSIDE

ARLINGTON SOLAR, LLC

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: Anthony Pedroni  
Anthony Pedroni

Title: Vice President  
Authorized Representative

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

ATTEST:  
Kecia Harper  
Clerk of the Board

Attest: Brendan Hickey  
Brendan Hickey

Title: Sr Project Manager

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

Tamiko Foster

(Seal)





APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Melissa R. Cushman  
Deputy County Counsel



**ARLINGTON SOLAR ENERGY CENTER EASEMENT  
LEGAL DESCRIPTION**

**EXHIBIT "A"**  
**ARLINGTON SOLAR UTILITY EASEMENT**  
**LEGAL DESCRIPTION**

BEING PORTIONS OF TRACT 61 AND TRACT 63 AS DESCRIBED IN QUITCLAIM DEED RECORDED DECEMBER 14, 1948, FILED IN BOOK 1035, PAGE 520, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN PORTIONS OF TRACT 69 AND TRACT 71, SECTION 26, TOWNSHIP 6 SOUTH, RANGE 21 EAST, SBM, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, APPROVED APRIL 1, 1918, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A"**

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID TRACT 69, SAID CORNER BEING 1" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-6, PAGE 29, RECORDS OF RIVERSIDE COUNTY;

**THENCE** NORTH 01°39'09" WEST 2175.66 FEET ALONG THE EAST LINE OF SAID TRACT 69 TO THE SOUTH LINE OF SAID TRACT 61;

**THENCE** SOUTH 71°31'05" WEST 946.60 FEET ALONG SAID SOUTH LINE TO THE **TRUE POINT OF BEGINNING**;

**THENCE** CONTINUING SOUTH 71°31'05" WEST 104.96 FEET ALONG SAID SOUTH LINE;

**THENCE** NORTH 00°48'12" WEST 20.99 FEET TO THE NORTH LINE OF SAID TRACT 61;

**THENCE** NORTH 71°31'05" EAST 104.96 FEET ALONG SAID NORTH LINE;

**THENCE** SOUTH 00°48'12" EAST 20.99 FEET TO THE **TRUE POINT OF BEGINNING**.

DESCRIBED PARCEL "A" CONTAINS 2099 SQUARE FEET, MORE OR LESS.



**EXHIBIT "A"**  
**ARLINGTON SOLAR UTILITY EASEMENT**  
**LEGAL DESCRIPTION**

**PARCEL "B"**

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26, SAID CORNER BEING 2" IRON PIPE WITH 2 1/2" GENERAL LAND OFFICE BRASS TAG PER GOVERNMENT FIELD NOTES AS FILED IN BOOK 452-4, PAGE 9, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 89°12'11" EAST 1236.12 FEET ALONG THE SOUTH LINE OF SAID TRACT 71 TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 01°42'57" WEST 1340.97 FEET ALONG THE EAST LINE OF SAID TRACT 71 TO THE SOUTH LINE OF SAID TRACT 63;

THENCE SOUTH 71°38'20" WEST 68.65 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 71°38'20" WEST 229.64 FEET ALONG SAID SOUTH LINE;

THENCE NORTH 01°42'14" WEST 20.88 FEET TO THE NORTH LINE OF SAID TRACT 63;

THENCE NORTH 71°38'20" EAST 229.64 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 01°42'14" EAST 20.88 FEET TO THE TRUE POINT OF BEGINNING.

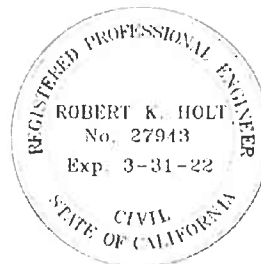
DESCRIBED PARCEL "B" CONTAINS 4593 SQUARE FEET, MORE OR LESS.

FOR GRAPHICAL PURPOSES SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Prepared under the supervision of:

 Date: 09/03/21

Robert K. Holt, RCE 27943  
Expires 3/31/2022  
The Holt Group, Inc  
201 E. Hobsonway  
Blythe, CA 92225



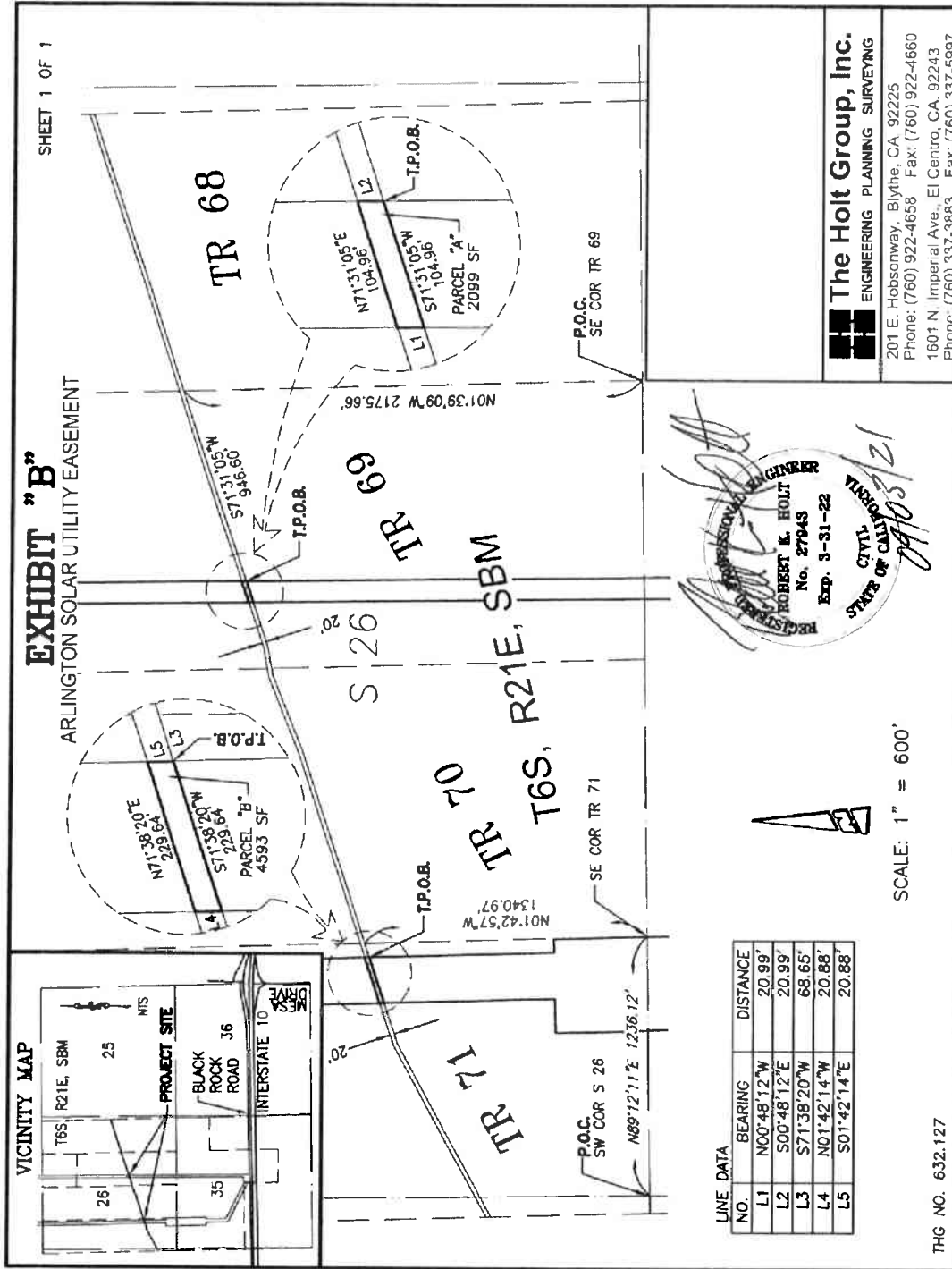


EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 68 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C. & G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 68, DISTANT THEREON NORTHERLY 2604.49 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 09' 24" WEST, 1373.91 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 68, DISTANT THEREON NORTHERLY 2184.46 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 68.

**PARCEL 2:**

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 69 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C. & G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 69, DISTANT THEREON NORTHERLY 2184.46 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 09' 24" WEST, 1267.80 FEET; THENCE SOUTH 80° 35' 50" WEST, 101.86 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 69, DISTANT THEREON NORTHERLY 1780.22 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 69 AND, AT THE ANGLE POINT, IN THEIR RESPECTIVE POINTS OF INTERSECTION.



**PARCEL 3:**

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 70 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C. & G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 70, DISTANT THEREON NORTHERLY 1780.22 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 80° 35' 50" WEST, 28.14 FEET; THENCE SOUTH 68° 15' 06" WEST 375.00 FEET; THENCE SOUTH 72° 16' 39" WEST, 963.25 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 70, DISTANT THEREON NORTHERLY 1348.20 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 70 AND, AT ALL ANGLE POINTS, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

**PARCEL 4:**

A STRIP OF LAND 20 FEET IN WIDTH SITUATE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF TRACT 71 OF TOWNSHIP 6 SOUTH, RANGE 21 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON PLAT OF GOVERNMENT SURVEY THEREOF, APPROVED APRIL 1, 1918, SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BASIS OF BEARING BEING U.S.C. & G.S. RECTANGULAR GRID FOR ZONE 6, CALIFORNIA.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID TRACT 71, DISTANT THEREON NORTHERLY 1348.20 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 72° 16' 39" WEST, 511.75 FEET; THENCE SOUTH 62° 07' 46" WEST, 920.62 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 71, DISTANT THEREON NORTHERLY 765.49 FEET FROM THE SOUTHWEST CORNER THEREOF; THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID EASTERLY AND WESTERLY LINES OF TRACT 71 AND, AT THE ANGLE POINT, IN THEIR RESPECTIVE POINTS OF INTERSECTION.

APN 818-210-014





**Amended and Restated Development Agreement No. 77**

**EXHIBIT "I"**

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

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 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 Annual Review Report.

TLMA Director: \_\_\_\_\_

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

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

## Boydd, April

---

**From:** cob@rivco.org  
**Sent:** Monday, March 7, 2022 3:27 PM  
**To:** COB; daniel.neville@nee.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Dan  
Last Name: Neville  
Address (Street, City and Zip): 1 California Street, Suite 1600, San Francisco, CA 94111  
Phone: 925-323-7695  
Email: daniel.neville@nee.com  
Agenda Item # or Public Comment: 18498  
State your position below: Support  
Comments: I will join to answer any questions regarding item 18498

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20220308 . You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**

## Boydd, April

---

**From:** cob@rivco.org  
**Sent:** Tuesday, March 8, 2022 8:30 AM  
**To:** COB; brendan.hickey@nexteraenergy.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



First Name: Brendan  
Last Name: Hickey  
Address (Street, City and Zip): 700 Universe BLVD, Juno Beach, FL 33408  
Phone: 5615290493  
Email: brendan.hickey@nexteraenergy.com  
Agenda Date: 03/08/2022  
Agenda Item # or Public Comment: 18498  
State your position below: Support  
Comments: I do not intend to speak, only to be present and answer questions from the board, if necessary.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20220308 . You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.

*3.20 (online)  
Brendan Hickey  
Dan Neville  
(available for  
questions)*

# THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100  
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

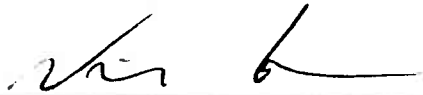
Ad Desc.: Notice of Adoption - Ordinance No. 664.90 /

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:

**03/18/2022**

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

Date: March 18, 2022  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

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

Ad Number: 0011524008-01

P.O. Number:

Ad Copy:

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

### ORDINANCE NO. 664.90 AN ORDINANCE OF THE COUNTY OF RIVERSIDE APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 77

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

Section 1. Ordinance No. 664.53 is repealed in its entirety.  
Section 2. Pursuant to Government Code sections 65867.5 and 65868, Amended and Restated Development Agreement No. 77, 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. 77 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. 77 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.

J. Hewitt, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on March 8, 2022, 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  
ABSENT: None

Kecia R. Harper, Clerk of the Board  
By: Zuly Martinez, Board Assistant

Press-Enterprise: 3/18

Planning  
3/18/22  
Item 3.20



PROOF OF PUBLICATION

STATE OF CALIFORNIA SS.  
COUNTY OF RIVERSIDE

RIVERSIDE COUNTY-BOARD OF SUP.  
4080 LEMON ST

RIVERSIDE CA 92501

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

03/18/2022

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 18th of March 2022 in Green Bay, WI, County of Brown.

*Jana Karitz*  
DECLARANT

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
ORDINANCE NO. 664.90  
AN ORDINANCE OF THE COUNTY OF RIVERSIDE  
APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 77

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

Kecia R. Harper, Clerk of the Board  
By:Zuly Martinez, Board Assistant  
Published: 3/18/2022

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
ORDINANCE NO. 664.90  
AN ORDINANCE OF THE COUNTY OF RIVERSIDE  
APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 77

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

Kecia R. Harper, Clerk of the Board  
By:Zuly Martinez, Board Assistant  
Published: 3/18/2022

Planning  
3/8/22  
Item 3.20