

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



ITEM: 3.45
(ID # 26055)

MEETING DATE:
Tuesday, October 01, 2024

FROM : TLMA-PLANNING

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: EASLEY RENEWABLE ENERGY PROJECT – ADOPTION OF ORDINANCE NO. 664.109, APPROVING DEVELOPMENT AGREEMENT NO. 2200016 - Applicant: IP Easley, LLC – Engineer/Representative: Aspen Environmental Group – Fourth Supervisorial District – Chuckawalla Zoning Area – Desert Center Area Plan – Location: northeast of Highway 177/Orion Rd & north of Oasis Rd, east of Kaiser Rd, south of Investor Ave. Adoption of Ordinance No. 664.109 will finalize the Board’s approval of Development Agreement No. 2200016 (DA2200016) for the Project, which will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement and Conditional Use Permit No. 220021 and Public Use Permit No. 230002. The terms of DA2200016 are consistent with Board of Supervisors Policy No. B-29, a term of 30 years, computation of development impact fees in the amount of \$756.66 per acre, and an Additional Community Benefit Fee of \$430.00 per acre. District 4. [Applicant fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

ADOPT ORDINANCE NO. 664.109, an Ordinance of the County of Riverside Approving Development Agreement No. 2200016.

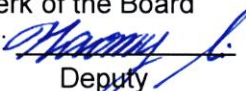
ACTION:Policy


John Hildebrand, Planning Director 9/24/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and Ordinance 664.109 is adopted with waiver of the reading.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: October 1, 2024
xc: Planning, COBCF/AB/DL

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

The public hearing on the Easley Renewable Energy Project (“Project”) was held on August 27, 2024 (agenda item 21.5). At the conclusion of public testimony, the Board of Supervisors closed the public hearing and: (i) adopted Resolution No. 2024-205 Certifying the Environmental Impact Report for the Easley Solar Project (SCH No. 2022-11-0240), approving Alternative B, as the Project, adopting environmental findings and statement of overriding considerations pursuant to the California Environmental Quality Act, adopting a Mitigation Monitoring and Reporting Program; (ii) approved Conditional Use Permit No. 220021, Public Use Permit No. 230002, adopted Resolution Nos. 2024-194, 2024-196, 2024-196 amending the current maps with Map Nos. 230001, 230002, 230003 and issuing a Certificate of Tentative Cancellation and Diminishment of a portion of Chuckwalla Agricultural Preserve Nos. 1, 2, and 3; all subject to the conditions of approval, advisory notification document and based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2024-205; and (iii) introduced Ordinance No. 664.109 approving Development Agreement No. 2200016 based upon the findings and conclusions incorporated in the staff report and in Resolution No. 2024-205.

The adoption of Ordinance No. 664.109 will finalize the Board’s approval of Development Agreement No. 2200016 (DA2200016) for the Project. Per State law, a Development Agreement is a legislative act that must be approved by Ordinance. Ordinance No. 664.109 incorporates by reference and adopts DA2200016.

As previously advised in Agenda Item 21.5 of August 27, 2024, DA2200016 has a term of 30 years and will grant the applicant vesting rights to develop the Project in accordance with the terms of the agreement. DA2200016 contains terms consistent with Board of Supervisors Policy No. B-29, including terms regarding public benefit payments and increases (Section 4.2) and terms requiring the applicant to take actions to ensure allocation directly to the County of the sales and use taxes payable in connection with the construction of the solar power plant, to the maximum extent possible under the law (Section 4.3). The DA content as it pertains to the agreement between the parties with regard to the computation of development impact fees in the amount of \$756.66 per acre and an Additional Community Benefit Fee of \$430.00 per acre (Section 4.4).

Approval and use of Conditional Use Permit No. 220021 and Public Use Permit No. 230002 are conditioned upon DA No. 2200016 being entered into and effective.

Impact on Residents and Businesses

The impacts of processing DA No. 2200016 and adoption of this ordinance have been evaluated through the environmental review and public hearing process by staff and the Board of Supervisors. The opportunity for public review and comment was provided during the August

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

27, 2024, public hearing scheduled for this Project and any verbal or written testimony provided by the public was considered by Board at that time. Today's action on the adoption of Ordinance No. 664.109 will finalize the Board's approval of DA No. 2200016. Staff labor and expenses to process this project have been paid directly through the applicant's deposit-based fees. There was no general fund used on this project.

Board of Supervisors Public Hearing

At the Board of Supervisors public hearing held on August 27, 2024, the Board of Supervisors approved the Project, approving Alternative B as the Project, by a vote of 5-0.


Additional Fiscal Information

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

ATTACHMENTS:

ATTACHMENT A. Ordinance No. 664.109

ATTACHMENT B. Development Agreement No. 2200016



Jason Farin, Principal Management Analyst 9/25/2024

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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 October 01, 2024, the foregoing ordinance consisting of 3 Sections was adopted by the following vote:

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

DATE: October 01, 2024

KIMBERLY A. RECTOR
Clerk of the Board

BY: 
Deputy

SEAL

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

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

DEVELOPMENT AGREEMENT NO. 2200016

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

IP EASLEY, LLC,

IP EASLEY II, LLC

AND IP EASLEY III, LLC

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DEVELOPMENT AGREEMENT NO. 2200016

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

American Coal Liquefaction, LLC
Terri McDonagh, Blowers Family Trust Dated 01/18/2002
Michele Coudures, MiJo Investments, LP
Sally Skinner Draskovich and Todd Culver Draskovich Revocable Living Trust
John Stephen Draskovich
The Benedicto M. Estoesta and Divina Gracia A. Estoesta Revocable Living Trust
IP Easley Land, LLC and JMP, Inc.

RECITALS

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

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

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

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

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

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

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

WHEREAS, this Agreement and the Project are consistent with the Riverside

County General Plan and any specific plan applicable to the Project; and,

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

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

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

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “Base Payment” means an amount equal to \$150 multiplied by the entire Solar Power Plant Net Acreage and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after 2013 (currently \$187 per acre in 2024).

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

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

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

- (a) Specific plans and specific plan amendments;
- (b) Zoning, including variances;
- (c) Conditional use permits, public use permits, and plot plans;
- (d) Tentative and final subdivision and parcel maps;
- (e) Lot line adjustments;
- (f) Grading and building permits;
- (g) Any permits or entitlements necessary from COUNTY for Southern California Edison’s distribution-level electrical services to the Project;
- (h) Any permits or other entitlements or easements necessary from COUNTY for gen-tie and access road crossing and improvements, including encroachment permits;
- (i) Environmental cleanup review; and
- (j) Right of Entry to access COUNTY owned wells in the Project vicinity for groundwater well monitoring.

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

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

1.1.8 “Effective Date” means the date this Agreement is recorded with the County

Recorder.

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

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

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

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

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

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

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

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

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

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

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

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

1.1.20 “Solar Power Plant Net Acreage” means the area of all parts of the Property, and any other real property which is part of the Solar Power Plant, that is involved in the production, storage, or transmission of power. “Solar Power Plant Net Acreage” includes, but is not limited to, all areas occupied by the power block, solar collection equipment, spaces contiguous to solar collection equipment, transformers, transmission lines and piping, transmission facilities, buildings, structures, service roads (regardless of surface type and including service roads between collectors), and fencing surrounding all such areas. “Solar Power Plant Net Acreage” shall not include any access roads outside the Property and shall not include any areas specifically designated and set aside as environmentally sensitive land, conservation land or open space land, and shall not include the fencing of such designated lands. The projected Solar Power Plant Net Acreage under the Existing Development Approvals is approximately 1,856.6 acres and is described and shown on Exhibit “G” to this Agreement. In the event the Project is modified by any Subsequent Development Approval, the Assistant TLMA Director – Planning and Land Use, in consultation with the County Executive Officer and County Counsel, shall recalculate the Solar Power Plant Net Acreage as part of such Subsequent Development Approval and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Agreement after the effective date of such Subsequent Development Approval.

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

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

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

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

Exhibit “A” -- Legal Description of the Property

Exhibit “B” -- Maps Showing the Project’s Land Ownership and Disturbance Area

Exhibit “C” -- APN Table

Exhibit “D” -- Existing Development Approvals

Exhibit “E” -- Existing Land Use Regulations

Exhibit “F” -- Solar Power Plant

Exhibit “G” -- Solar Power Plant Net Acreage

Exhibit “H” -- Solar Power Plant Phased Net Acreage

Exhibit “I” -- Annual Review Report Template

Exhibit “J” -- Property Owner Contact Information

2. GENERAL PROVISIONS.

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

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

2.3 Term. This Agreement shall commence on the Effective Date and shall continue for a period of thirty (30) years from the issuance of the first grading permit, first building permit, or notice to proceed from the COUNTY, whichever occurs first, unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Transfer.

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

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

(b) Concurrent with any such transfer, or within fifteen (15) business days thereafter, the transferring PROPERTY OWNER(S) and/or OWNER(S) shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee in a form acceptable to the COUNTY, with such acceptance not to be unreasonably withheld, providing therein that the

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

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by the transferring OWNER(S) under this Agreement. Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed. As noted above, although OWNERS have options to purchase all of the Property required for the Project from the PROPERTY OWNERS that do not expire until 2027, the OWNERS intend to exercise these options and purchase the Property in 2025.

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

- (a) OWNER no longer has a legal or equitable interest in all or any part of the Property.
- (b) OWNER is not then in default under this Agreement.
- (c) OWNER has provided COUNTY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.
- (d) The transferee provides COUNTY with security equivalent in all respects to any security previously provided by OWNER to secure performance of its obligations hereunder.

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

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

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

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

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

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

(d) An OWNER's election to terminate this Agreement with respect to its ownership interests. In addition, if an OWNER elects not to develop all or a portion of the Project, except with regard to acreage reductions as set forth in Section 4.4(d), that OWNER shall provide notice of such election to COUNTY and such notice shall (i) seek to terminate this Agreement as to the portion of the Property and the Project that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 220021) and the Public Use Permit (PUP No. 230003) shall be null and void as to the portion of the Project and the related Property that is the subject of such notice of termination. Following receipt of an OWNER's notice of election to terminate this Agreement, that OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Solar Power Plants)" set forth in COUNTY Resolution No. 2012-047.

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

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

2.7 Notices.

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

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

facsimile or email to the recipient named below. All notices shall be addressed as follows:

If to COUNTY:

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

with copies to:

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

and

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

and

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

If to OWNER:

Camille Wasinger, Senior Director
IP Easley, LLC, IP Easley II, LLC, and IP Easley III, LLC
c/o Intersect Power, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, OR 97008-7105
camille@intersectpower.com
with copies to:

Robert A. Bernheimer, Esq.
Robert A. Bernheimer, APLC
45025 Manitou Drive, Suite 3
Indian Wells, CA 92210
Fax No. (760) 262-3957
Rob@RobBernheimer.com

and

IP Easley, LLC, IP Easley II, LLC, and IP Easley III, LLC
c/o Intersect Power, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, OR 97008-7105
legal@intersectpower.com

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

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

3. DEVELOPMENT OF THE PROPERTY.

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

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the

Reservations of Authority. COUNTY shall accept for processing, review, and take action on all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. As set forth in Board of Supervisors Policy No. B-29, any agreements, permits or other approvals from COUNTY necessary to site, develop and operate the Solar Power Plant shall be eligible for an expedited entitlement process under the Fast Track Program.

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

3.4 Phasing Plan. Development of the Property shall be subject to all timing and phasing requirements established by the Development Plan. In addition, Development of the Property may occur in phases. Each phase will be defined by the relevant OWNER at the time the OWNER either (1) submits design plans to COUNTY for grading and building permits or (2) requests a notice to proceed from BLM to allow Solar Power Plant construction in a particular area. The construction of site access roads, substation, generation tie-line, operations and maintenance building and distribution lines would occur as the solar arrays are being assembled. Construction is anticipated to begin in mid-2025 and occur over 18 to 24 months, regardless of whether it is phased. If the development of the Solar Power Plant occurs in phases, the Annual Public Benefits Payments called for in Section 4.2 shall be based on the Solar Power Plant Net Acreage of each OWNER-defined phase.

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

- (a) Alter the permitted uses of the Property as a whole; or,

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

3.6 Reservations of Authority.

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

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

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

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

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

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

OWNERS with the rights and assurances provided under this Agreement.

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

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

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

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

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

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

3.8 Provision of Real Property Interests by COUNTY. In any instance where OWNERS are required to construct any public improvement on land not owned by OWNERS, OWNERS shall at their sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNERS are unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNERS and upon OWNERS'

provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNERS to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNERS shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.8 is not intended by the parties to impose upon the OWNERS an enforceable duty to acquire land or construct any public improvements on land not owned by OWNERS, except to the extent that the OWNERS elect to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

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

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

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

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

4. PUBLIC BENEFITS.

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

4.2 Annual Public Benefit Payments.

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

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

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

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

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

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

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

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

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

(c) Prior to the commencement of any grading or construction of the solar power plant, each OWNER shall deliver to COUNTY a list that includes, as applicable and without limitation, each contractor's and Major Subcontractor's business name, value of contract, scope of work on the solar power plant, procurement list for the solar power plant, CDTFA account numbers and permits

or sub-permits specific to the solar power plant jobsite, contact information for the individuals most knowledgeable about the solar power plant and the sales and use taxes for such solar power plant, and, in addition, shall attach copies of each permit or sub-permit issued by the CDTFA specific to the solar power plant jobsite. Said list shall include all the above information for the relevant OWNER, its contractors, and all Major Subcontractors. Each OWNER shall provide updates to COUNTY of the information required of that OWNER under this section within thirty (30) days of any changes to the same, including the addition of any contractor or Major Subcontractor.

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

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

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

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

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

OWNERS and COUNTY acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial, or industrial development. OWNERS and COUNTY have agreed to an "Adjusted DIF" for this Project of \$756.66 per acre as determined by

the Solar Power Plant Net Acreage. In addition, OWNERS will pay an Additional Community Benefit Fee (CBF) of \$430.00 per acre as determined by the Solar Power Plant Net Acreage. The OWNERS shall pay these fees as follows:

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

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

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

(d) The Parties anticipate that Phase 1 of the Project will encompass development of 73.21% of the Project covering 484.8 gross acres; Phase 2 of the Project will encompass development of 23.53% of the Project covering 155.8 gross acres; and Phase 3 of the Project will encompass development of 3.26% of the Project covering 21.6 gross acres;. Unless notified of other arrangements by the OWNERS, the COUNTY will use these proportions to determine each OWNER'S share of the development fees. Upon notice to and in consultation with the Assistant TLMA Director – Planning and Land Use, the County Executive Officer and County Counsel, OWNERS may reduce the Solar Power Plant Acreage to the extent that OWNERS later decide not to develop all acres approved for development. In such event, the B-29, DIF and CBF shall be adjusted according to the per-acre amounts set forth in Section 4.4 above.

(e) The COUNTY'S agreement to accept an Adjusted DIF for the Project is contingent upon diligent development efforts by the OWNERS. Therefore, the Adjusted DIF will be void if the OWNERS have not paid the Adjusted DIF for either Phase 1, Phase 2 or Phase 3 of the Project within five (5) years of executing this Agreement. If the Adjusted DIF is void, the OWNER(S) will be required to pay the DIF category that is applicable to utility scale solar power plant projects, either by ordinance or in practice, at the time payment of a DIF is required, unless otherwise modified by agreement of the Parties.

5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate, COUNTY and OWNERS will cooperate in the formation of any

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

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

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

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

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

6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

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

(b) Upon completion of an annual review or a special review, the TLMA

Director shall submit a report to the Board of Supervisors setting forth the evidence concerning good faith compliance by OWNERS with the terms of this Agreement and his recommended finding on that issue.

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

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

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

(a) The time and place of the hearing;

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

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

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

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

a special review and shall state the anticipated date of commencement of the next annual review. An OWNER may record any Certificate with the County Recorder.

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

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 4.2.6 (c) and Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides:

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

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OWNER Initials

TODD CULVER DRASKOVICH

PROPERTY OWNER Initials



OWNER Initials

SALLY SKINNER DRASKOVICH

PROPERTY OWNER Initials



OWNER Initials

TODD CULVER DRASKOVICH
POA FOR
JOHN STEPHEN DRASKOVICH

PROPERTY OWNER Initials

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PROPERTY OWNER Initials

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

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

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

9. THIRD PARTY LITIGATION.

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

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

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

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

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

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

9.4 Environment Assurances. Each OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of that OWNER, its officers, agents, employees,

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

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

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

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

10. MORTGAGEE PROTECTION.

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

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

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property,

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

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

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

11. MISCELLANEOUS PROVISIONS.

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

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected

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

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

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

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

11.7 Joint and Severable Obligations. The OWNERS currently contemplate developing the Project in at least three phases, with Phase 1 to be constructed by IP EASLEY, LLC, Phase 2 to be constructed by IP EASLEY II, LLC and Phase 3 to be constructed by IP EASLEY III, LLC. Project acreage per phase shall be determined after the Agreement execution and will be described in "Exhibit H" to this Agreement. Obligations of the OWNERS under this Agreement with respect to the generation-tie transmission line and Project improvements excluding the solar fields shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS, curable by either OWNER. Unless otherwise set forth in this Agreement, obligations with respect to each OWNER'S identified Phase (solar array field) will be severable and one OWNER shall not be required to cure the default of the other OWNER with regard to obligations specific to the other OWNER'S Phase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

IP EASLEY, LLC,
a Delaware limited liability company

Signature: 

Name: Simon Ross
Title: Chief Commercial Officer
Date: 9/19/24

IP EASLEY II, LLC,
a Delaware limited liability company

Signature: 

Name: Simon Ross
Title: Chief Commercial Officer
Date: 9/19/24

IP EASLEY III, LLC,
a Delaware limited liability company

Signature: 

Name: Simon Ross
Title: Chief Commercial Officer
Date: 9/19/24

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On September 19, 2024 before me, Breana Luster, Notary Public
(insert name and title of the officer)

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

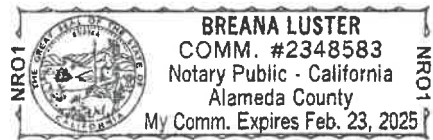
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



ACKNOWLEDGMENT

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

State of California
County of Alameda)

On September 19, 2024 before me, Breana Luster, Notary Public
(insert name and title of the officer)

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

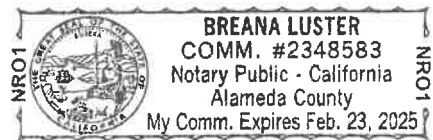
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



ACKNOWLEDGMENT

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

State of California
County of Alameda)

On September 19, 2024 before me, Breana Luster, Notary Public
(insert name and title of the officer)

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

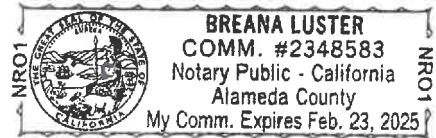
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PROPERTY OWNER

American Coal Liquefaction, LLC,
a Wyoming limited liability company

By: 

Print Name and Title: Philip Percival

Date: 7-31-24

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

State of California)
County of Riverside) ss.

On 7/31/24, 2024 before me, Tisha Monaco, Notary Public, personally appeared Philip Percival, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

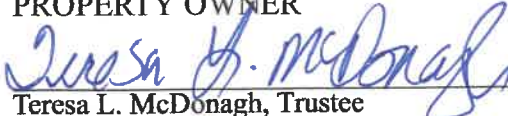
Witness my hand and official seal.

Signature [Handwritten Signature]

(Seal)



PROPERTY OWNER



Teresa L. McDonagh, Trustee
Family Trust of Richard T. Blowers,
fka The Blowers Family Trust dated January 18,
2005, and restated February 18, 2015

Date: 8/26/24

MiJo Investments, LP,
a California limited partnership

By: MiJo Investments, LLC,
a California limited liability company

Date: _____

Michele A. Coudures (formerly known as
Michele C. Maynard), Trustee of the Michele
C. Maynard Revocable Trust u/d/t dated
November, 12, 2004, its Member

MiJo Investments, LP,
a California limited partnership

By: MiJo Investments, LLC,
a California limited liability company

John M. Coudures, III, Trustee of the John M.
Coudures, III Trust under Revocable Trust
Agreement dated November, 12, 2004

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

State of California)
) ss.
County of Riverside)

On 08/26/2024, 2024 before me, Anahita Kamyab, Notary Public, personally appeared Teresa L. McDonagh, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature *Anahita Kamyab*

(Seal)



PROPERTY OWNER

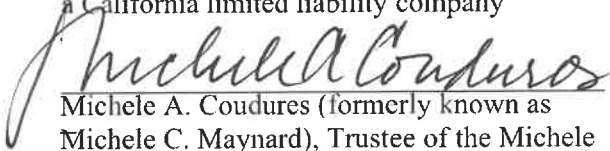
Date: _____

Teresa L. McDonagh, Trustee
Family Trust of Richard T. Blowers,
fka The Blowers Family Trust dated January 18,
2005, and restated February 18, 2015

**MiJo Investments, LP,
a California limited partnership**

Date: _____


By: MiJo Investments, LLC,
a California limited liability company



Michele A. Coudures (formerly known as
Michele C. Maynard), Trustee of the Michele
C. Maynard Revocable Trust u/d/t dated
November, 12, 2004, its Member

**MiJo Investments, LP,
a California limited partnership**

By: MiJo Investments, LLC,
a California limited liability company



John M. Coudures, III, Trustee of the John M.
Coudures, III Trust under Revocable Trust
Agreement dated November, 12, 2004

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

State of California)
) ss.
County of Los Angeles)

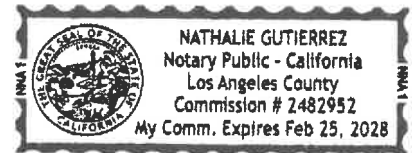
On August 27th, 2024 before me, Nathalie Gutierrez Notary Public, personally appeared Michele A. Coudures who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Nathalie Gutierrez

(Seal)



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

State of California)
) ss.
County of Los Angeles)

On August 27th 2024 before me, Nathalie Gutierrez Notary Public, personally appeared John M. Coudures, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Nathalie Gutierrez

(Seal)



PROPERTY OWNER

Sally Skinner Draskovich and Todd Culver
Draskovich Revocable Living Trust,
established November 18, 2015

Date: 7/24/2024

Sally Skinner Draskovich
Sally Skinner Draskovich, Co-Trustee *Co-Trustee*

Todd Culver Draskovich
Todd Culver Draskovich, Co-Trustee *CO TRUSTEE*

Date: 7/24/2024

Todd Culver Draskovich
John Stephen Draskovich *POA*

Date: 7/24/2024

*TODD CULVER DRASKOVICH
POA FOR JOHN STEPHEN DRASKOVICH*

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

State of California)

County of Contra Costa) ss.

On July 24, 2024 before me, Deana Ridge, Notary Public, personally appeared Sally Skinner Draskovak, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

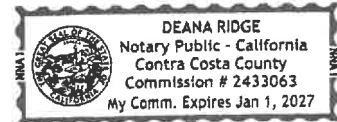
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Deana Ridge

(Seal)



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

State of California)
County of Contra Costa ss.

On July 24, 2024 before me, Deana Ridge, Notary Public, personally appeared Todd Culver Draskovich, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.


Signature Deana Ridge (Seal)



PROPERTY OWNER:

The Benedicto M. Estoesta and Divina Gracia a. Esoesta Revocable Living Trust

Dated: _____


Benedicto M. Estoesta Co-Trustee

Dated: _____


Divina Gracia A. Esoesta. Co-Trustee

CALIFORNIA NOTARY ACKNOWLEDGMENT

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

State of California

County of Calaveras

On 9-5-2024 before me, E. K. Hunger, notary public personally appeared Benedicto M. Estoesta Divina Garcia A Estoesta, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

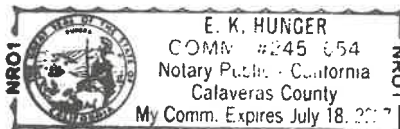
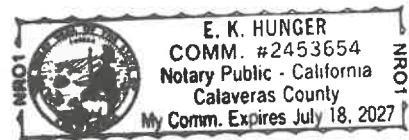
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PROPERTY OWNER:

IP Easley Land, LLC, a Delaware limited liability company

Dated: 9/19/24



Simon Ross, Chief Commercial Officer

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On September 19, 2024 before me, Breana Luster, Notary Public
(insert name and title of the officer)

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

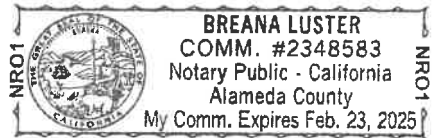
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PROPERTY OWNER

JMP, INC.

Attn: Brian Johnson

By: [Signature]

Date: 8/7/24

Print Name and Title: Brian Johnson CEO

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

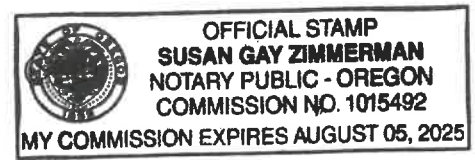
State of ^{Oregon} California)
) ss.
County of Clackamas)

On August 7, 2024 before me, Susan G. Zimmerman, Notary Public, personally appeared Brian Johnson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Susan G. Zimmerman



Development Agreement No. DA2200016

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Private Lands

The lands referred to herein is situated in the State of California, County of Riverside Unincorporated Area and described as follows:

American Coal Liquefaction

Parcel 1:

The Northeast quarter of the Southeast quarter of Section 12, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

APN: 808-023-005

Parcel 2

That portion of the Southeast quarter of the Southeast quarter of Section 12, Township 5 South , Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, lying northwesterly of the northwesterly line of the Desert Center Rice Road.

APN: 808-030-002

Mijo Investments, LP, a California limited partnership, as to an undivided 74.5% interest; and Richard T. Blowers, Trustee of the Family Trust of Richard T. Blowers dated May 8, 2018, as to an undivided 25.5% interest

Parcels 1 through 7 of Parcel Map No. 23452, in the County of Riverside, State of California, on file in Book 165, Pages 56 through 62 of Parcel Maps, Records of said County.

APN: 808-280-002; 808-280-003; 808-280-004; 808-280-005; 808-280-006; 808-280-007;
808-280-008; 808-280-001

IP Easley, LLC, a Delaware limited liability company

Parcel 15 of Parcel Map No. 16129, in the County of Riverside, State of California, as shown by map on file in Book 96 Page(s) 76 to 80, of Parcel Maps, Records of Riverside County, California.

APN: 811-270-015

John Stephen Draskovich, as to a one-half interest; and Todd Culver Draskovich and Sally Skinner Draskovich, as Co-Trustees of the Sally Skinner Draskovich and Todd Culver Draskovich Revocable Living Trust, established November 18, 2015, by Todd Culver Draskovich and Sally Skinner Draskovich, his entire one-half (1/2) interest as a tenant in common

Parcel 22 of Parcel Map No. 16129, in the County of Riverside, State of California, as shown by Map on file in Book 96, Page 76 through 80, inclusive of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom any and all mineral rights, including but not limited to coal, phosphates, oil, and gas, oil slate, sodium, sulpher, potassium, native asphalt, solid and semisolid bitumen, and bituminous rocks (including but not limited to coal, phosphates, oil, and gas, oil slate, sodium, sulpher, potassium, native asphalt, solid and semisolid bitumen, and bituminous rocks (including oil impregnated rock or sands from which oil is recoverable only by special and zinc, together with any and all geothermal rights, as excepted by that certain grant deed recorded December 24, 1980 as Instrument No. 80-241822 of Official Records.

APN: 808-240-007

Benedicto M. Estoesta, Divina Garcia A. Estoesta, Revocable Living Trust

Lots 3, 4, 5 and 6 of the Southwest Quarter and the South Half of the Southwest Quarter and the Southeast Quarter of Section 2, Township 5 South, Range 15 East, San Bern8ldino Meridian, in the County of Riverside. State of California, according to the Official Plat of said land.

Excepting therefrom all mineral deposits, with the right to mine and remove such deposits, as reserved by the United States Patent recorded November 21, 1983, as Instrument No. 242600, of Official Records of Riverside County, California.

APN: 808-023-032 and 808-023-031

IP Easley, LLC, a Delaware limited liability company

Parcel 6 of Parcel Map 16129, in the County of Riverside, State of California, as shown by map on file in book 96 page(s) 76 to 80, of Parcel Maps, Records of Riverside County, California.

Excepting therefrom all mineral rights, including but not limited to coal, phosphates, oil and gas, oil slate, sodium, sulphur, potassium, native asphalt, solid and semisolid bitumen, and bituminous rocks (including oil-impregnated rock or sands from which oil is recoverable only by special treatment after the deposit is mined or quarried), gold, silver, quicksilver, lead and zinc, together with any and all geothermal rights, as excepted by that certain Grant Deed recorded December 24, 1980 as Instrument No. 80-241822 of Official Records.

Also, excepting therefrom all mineral rights, including but not limited to coal, phosphates, oil and gas, oil slate, sodium, sulphur, potassium, native asphalt, solid and semisolid bitumen, and bituminous rocks (including oil-impregnated rock or sands from which oil is recoverable only by special treatment after the deposit is mined or quarried), gold, silver, quicksilver, lead and zinc, together with any and all geothermal rights, as conveyed to Imperial Farm Management, Inc., a California corporation, by deed recorded May 3, 1983 as Instrument No. 85295 of Official Records.

IP Easley, LLC, a Delaware limited liability company

Parcel 1:

That portion of the North half of Section 7, Township 5 South, Range 16 East, San Bernardino Base and Meridian, lying North and Northwest of the northwesterly line of the county highway, 100 feet wide, as designated by resolution of the County of Riverside, a certified copy of which was filed for record March 27, 1945 as Instrument No. 2957 of Official Records.

Also including a portion of the Southwest quarter of said Section 7, lying North and Northwest of the northwesterly line of said county highway and northeasterly of the following described line:

Commencing at the Southwest corner of the Northwest quarter of said Section 7; thence South 43°29'00" East, 1151 feet, to its intersection of the northwesterly line of said county highway.

APN: 811-141-011

Parcel 2:

That portion of the East half of Government Lot 2 in the Northeast quarter of Section 5, Township 5 South, Range 16 East, San Bernardino Base and Meridian, according to United States Government Survey thereof, approved July 12, 1856, lying Northwesterly of the Northwesterly

line of Desert Center-Rice Road, as described in resolution recorded March 27, 1945 in Book 665, Page 274 of Official Records of Riverside County, California.

APN: 811-121-004

JMP, Inc.

The West 70.00 acres of the North half of Section 13, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

APN: 808-023-018

Spindle Top Bayou Farm, Inc., a Texas Corporation

Parcels 1, 2, 3, 4, 5 and 7 of Parcel Map 16129, as shown by map on file in Book 96, Pages 76 through 80, inclusive, of Maps, Records of Riverside County, California.

APN: 811-270-001; 811-270-002; 811-270-003; 811-270-004; 811-270-005; 811-270-007

Public Lands

The lands referred to herein is situated in the State of California, County of Riverside Unincorporated Area and described as follows:

A portion Governmental Lot 3 in the Southwest Quarter of Section 31, Township 4 South, Range 16 East of the San Bernardino Base and Meridian, being all that portion of Governmental Lot 3 lying South of lands owned by the Metropolitan Water District of Southern California as described in that certain Notice of Ownership of Real Property dated July 13, 2004, recorded as Document No. 2004-0671288, in the Office of the Recorder for Riverside County, State of California.

APN: 807-191-029

Parcel 1:

Lots 1 and 2 of the Northeast quarter of Section 3, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, lying East of Kaiser Road, said road being more fully described in Resolution dated June 18, 1962, filed on June 20, 1962, and recorded in the Office of the Imperial County Recorder in Book 3164, on Page 201.

Parcel 2:

The Southeast quarter of Section 3, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, lying East of Kaiser Road, said road being more fully described in Resolution dated

June 18, 1962, filed on June 20, 1962, and recorded in the Office of the Imperial County Recorder in Book 3164, on Page 201.

APN: 808-023-022

A strip of land 80 feet wide, in the north half of Section 2, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, the Northerly line of said strip of land 80 feet wide being parallel with and distant northwesterly 25 feet, measured at right angles, from the following described survey line:

Beginning at a pint on the westerly line of said Section 2, said point being distant thereon N 0° 48' W 1402.70 feet from the southwest corner of said Section 2; thence North 60° 48' E, 6022.90 feet to a point on the east line of said Section 2, said point being distant thereon S 0° 27' E 941.10 feet from the northeast corner of said Section 2.

The sidelines of said 80-foot-wide strop of land shall be prolonged or shortened so as to terminate northeasterly and southwesterly in the easterly and southerly lines, respectively, of said north half of Section 2, as described in Quitclaim Deed recorded as Document No. 1980221030 in Public Records of Riverside County, California.

APN: 808-023-030

The East half of the East half of Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, lying East of Kaiser Road;

Except therefrom the following:

The North half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian.

The South Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated July 24, 1969, recorded as Serial No. R 1252 (Accession No. 04-70-0035) with the General Land Office of the Bureau of Land Management.

The South Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated July 22, 1970, recorded as Serial No. R 2046 (Accession No. 04-71-0016) with the General Land Office of the Bureau of Land Management.

The South Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued

by Patent dated November 17, 1983, recorded as Serial No. CA 13602 (Accession No. 04-84-0011) with the General Land Office of the Bureau of Land Management.

The North Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated October 20, 1983, recorded as Serial No. CA 13601 (Accession No. 04-84-0006) with the General Land Office of the Bureau of Land Management.

The North Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated December 16, 1983, recorded as Serial No. CA 13598 (Accession No. 08-84-0020) with the General Land Office of the Bureau of Land Management.

The South Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated December 16, 1983, recorded as Serial No. CA 13599 (Accession No. 04-84-0021) with the General Land Office of the Bureau of Land Management.

The North Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated December 16, 1983, recorded as Serial No. CA 13600 (Accession No. 04-84-0022) with the General Land Office of the Bureau of Land Management.

APN: 808-270-007

The Northeast Quarter of the Northeast Quarter of Section 14, Township 5 South, Range 15 East, San Bernardino Base and Meridian.

APN: 808-230-005

A portion of the Southwest quarter of Section Thirteen (13), Township Five (5) South, Range Fifteen (15) East, of the San Bernardino Base and Meridian, lying Northwest of Desert Center-Rice Road in Riverside County, California.

APN: 808-023-027

Parcel 1:

Lots 1 and 2 of the Northwest quarter Section 6, Township 5 South, Range 16 East, San Bernardino Base and Meridian.

Parcel 2:

Lots 1 and 2 of the Northeast quarter of Section 6, Township 5 South, Range 16 East, San Bernardino Base and Meridian;

Except therefrom the North Half of East Half of Lot 2 of the Northeast Quarter of Section 6, Township 5 South, Range 16 East of the San Bernardino Base and Meridian, as described in Notice of Ownership of Real Property Right-of-Way Engineering dated July 13, 2004, recorded as Document No. 2004-0671288, in the Office of the Recorder of Riverside County, State of California.

APN: 811-121-008

That portion of the West Half of the Southwest Quarter of Section 5, Township 5 South, Range 16 East, San Bernardino Base and Meridian, lying Northwesterly of the Desert Center-Rice Road as shown on map on the file in Record of Survey Book 12, page 81, Records of Riverside County, California.

APN: 811-121-007

That portion of the West Half of the Southwest Quarter of Section 5, Township 5 South, Range 16 East, San Bernardino Base and Meridian, lying Southeasterly of the Desert Center-Rice Road as shown on map on the file in Record of Survey Book 12, page 81, Records of Riverside County, California.

APN: 811-122-005

All of Section 35, Township 04 North, Range 15 East of the San Bernardino Base and Meridian:

Except therefrom: the Northwest Quarter of the Northeast Quarter of the Northeast Quarter and;

the East half of the Northeast Quarter of the Northeast Quarter of said Section 35, as set aside by Federal Serial File No. LA 053581 and the North half of the Northwest Quarter of the Northeast Quarter of said Section 35, as set aside by Federal Serial File No. R 07041, as detailed in Notice of Ownership of Real Property Right-of-Way Engineering dated July 13, 2004, filed as Document No. 2004-0671288, in the Recorders Office in the County of Riverside, State of California.

APN: 807-172-027

A portion of Section 34, Township 4 South, Range 15 East of the San Bernardino Base and Meridian, lying East of Kaiser Road, said road being more fully described in Resolution dated

June 18, 1962, filed in Book 3164, on Page 201, with the Recorder's Office of Riverside County, California.

APN: 807-172-015

Parcel 1:

Lot 3 of the Northwest Quarter of Section 30, Township 4 South, Range 16 East of the San Bernardino Base and Meridian.

Parcel 2:

Lot 3 of the Southwest Quarter of Section 30, Township 4 South, Range 16 East of the San Bernardino Base and Meridian.

APN: 807-191-022

A portion of Governmental Lot 3 in the Northwest Quarter of Section 31, Township 4 South, Range 16 East, of the San Bernardino Base and Meridian, being all that portion of Governmental Lot 3 lying North of lands owned by the Metropolitan Water District of Southern California as described in that certain Notice of Ownership of Real Property dated July 13, 2004, recorded August 25, 2004 as Document No. 2004-0671288, in the Office of the Recorder for Riverside County, State of California.

APN: 807-191-028

All of Section 12, Township 5 South, Range 15 East of the San Bernardino Base and Meridian, except therefrom the South half of the Southwest quarter, the South half of the Southeast quarter and the Northeast quarter of the Southeast quarter, as issued to Frank J. Kanne, Jr., by Patent dated March 5, 1963, filed with the Bureau of Land Management as Serial No. LA 096353.

APN: 808-023-024

All of Section Eleven (11), Township Five (5) South, Range Fifteen (15) East, of the San Bernardino Base and Meridian;

Except therefrom : South half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 11, as issued to the Desert Center Congregation of Jehovah's Witnesses, Inc., by Patent dated November 15, 1971, filed with the General Land Office of the Bureau of Land Management as Serial Patent No. 04-72-0036.

Except therefrom: The North half of the Northwest quarter of the Southwest quarter of the Southwest quarter of said Section 11, as issued to Demetrios M. Yermanos and Anastasia D. Yermanos by Patent dated December 16, 1983, filed with the General Land Office of the Bureau of Land Management as Serial Patent No. 08-84-0017.

Except therefrom: The South half of the Northwest quarter of the Southwest quarter of the Southwest quarter of said Section 11, as issued to Demetrios M. Yermanos and Anastasia D. Yermanos by Patent dated December 16, 1983, filed with the General Land Office of the Bureau of Land Management as Serial Patent No. 04-84-0018.

Except therefrom: The North half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 11, as issued to Demetrios M. Yermanos and Anastasia D. Yermanos by Patent dated December 16, 1983, filed with the General Land Office of the Bureau of Land Management as Serial Patent No. 04-84-019.

APN: 808-270-012

Parcel 1:

The South half of Section 13, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California.

APN: 808-024-004 and 808-023-027

Parcel 2:

Section 19, in Township 5 South, Range 16 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official plat thereof.

APN: 811-190-006

Parcel 3:

Section 20, Township 5 South, Range 16 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official plat thereof.

APN: 811-190-007 & 811-190-008

Parcel 4:

That portion of Section 29 and 30, lying Northerly of the State Highway in Township 5 South, Range 16 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official plat thereof.

APN: 811-201-001 & 811-201-002

Parcel 5:

That portion of Section 28, lying Northerly of the State Highway in Township 5 South, Range 16 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official plat thereof.

APN: 811-211-001

Parcel 6:

The North half of Section 23, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Reveries, State of California.

APN: 808-053-004 and 808-054-003

Parcel 7:

The Southeast 1/4 of Section 23, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California.

APN: 808-072-006

Parcel 8:

All of Section 24, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California. Excepting therefrom that portion conveyed by the United States of America, by patent recorded in Book 1285, Page 467, of Official Records, described as follows: The Northwest 1/4 of Southeast 1/4 of Section 24 Township 5 South, Range 15 East.

APN: 808-054-004

Development Agreement No. DA2200016

EXHIBIT "B"

Figure 1: Land Ownership

Figure 2: Disturbance Area

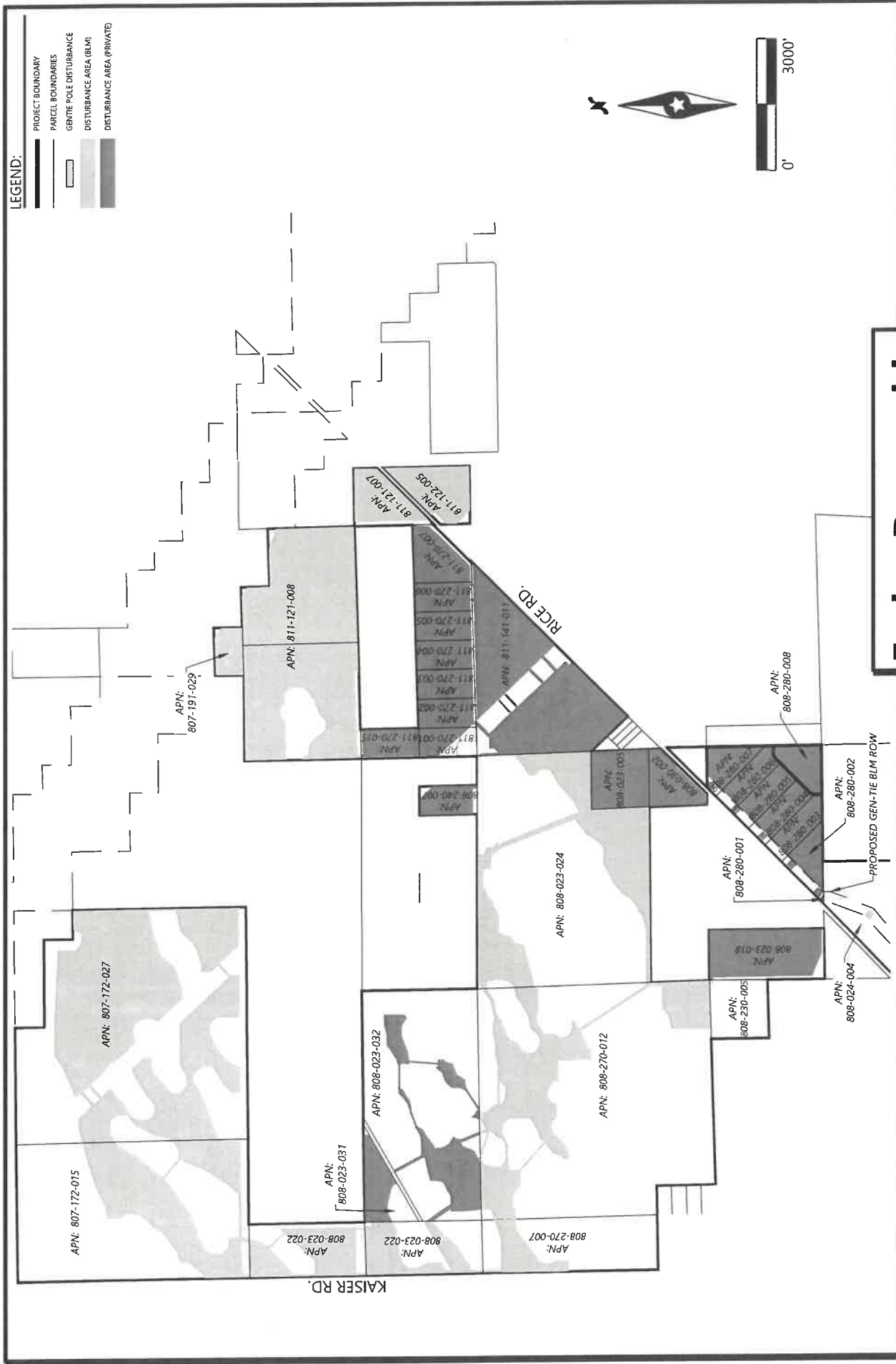


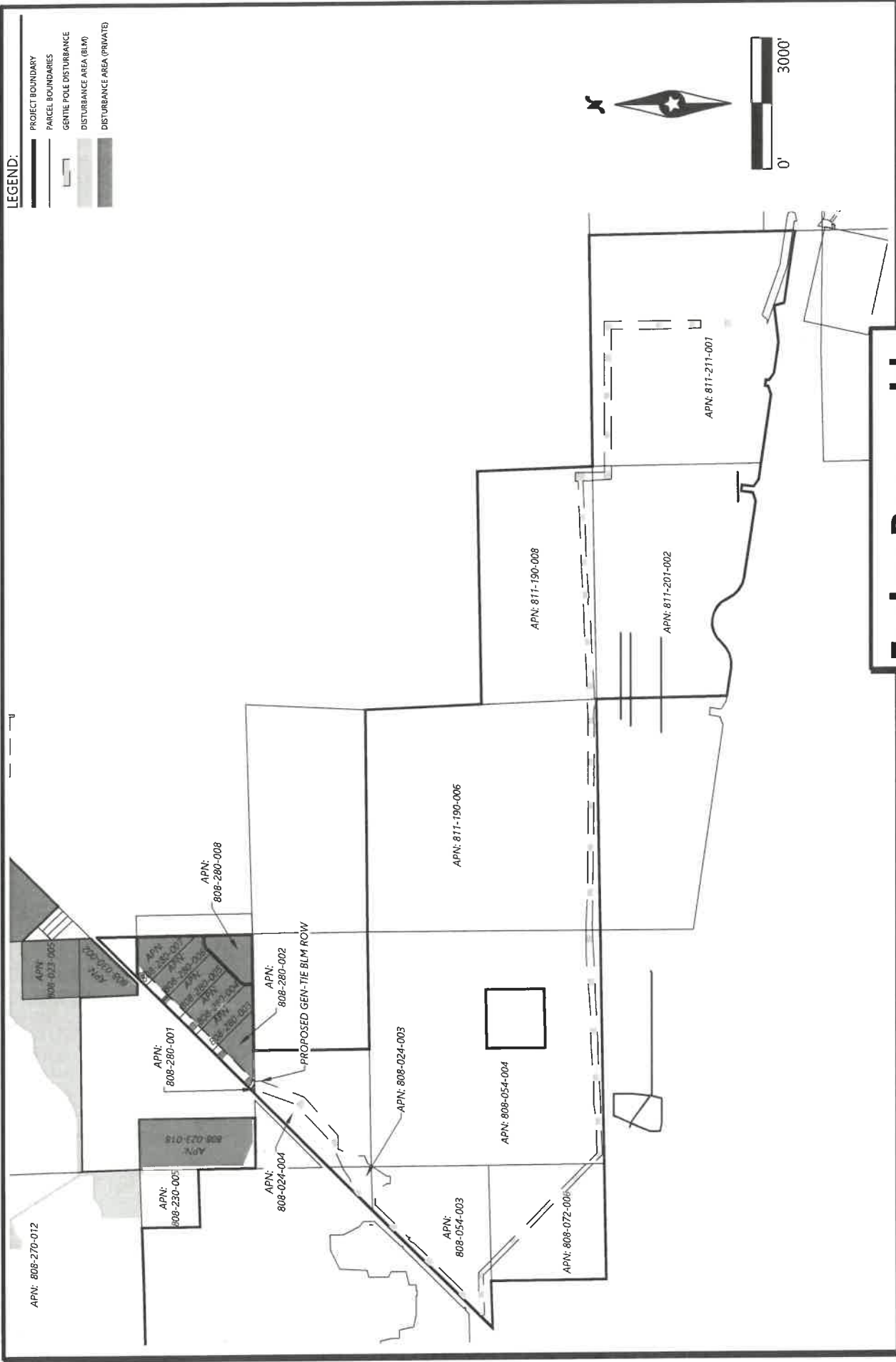
FIGURE 2: DISTURBANCE AREA
DATE: 06/21/2024

Easley Renewable Energy Project

Riverside County, CA

IP EASLEY, LLC
IP EASLEY II, LLC
IP EASLEY III, LLC

Westwood
Phone (720) 551-8350
Toll Free (888) 937-5150
10170 Church Ranch Way, Suite #201
Westminster, CO 80021
westwoodps.com
Westwood Professional Services, Inc.



Easley Renewable Energy Project

Riverside County, CA

IP EASLEY, LLC
 IP EASLEY II, LLC
 IP EASLEY III, LLC

Westwood

Phone: (720) 531-9350
 Toll Free: (888) 937-5150
 10170 Church Branch Way, Suite #201
 Westminster, CO 80021
 westwoodgps.com

Westwood Professional Services, Inc.

FIGURE 2: DISTURBANCE AREA

DATE: 06/21/2024

Development Agreement No. DA2200016

EXHIBIT "C"

APN TABLE

APN	Public or Private	Total Acreage	Disturbed Acreage
807172015	Public	382	120.7
807172027	Public	592	328.4
808023022	Public	147.2	80.3
808270007	Public	112.6	22
808270012	Public	625	140.9
808023024	Public	440.2	137.5
811121008	Public	297.3	263.4
807191029	Public	16.5	15.5
811121007	Public	35.5	30.3
811122005	Public	40.1	37.1
808230005	Public	40.3	0.2
080023030	Public	4.8	0.1
808023031	Private	31.5	22
808023032	Private	284.2	56.9
808240007	Private	20.1	17

811270015	Private	20.1	18.1
811270001	Private	20.1	11.7
811270002	Private	20.1	19.3
811270003	Private	20.1	19.3
811270004	Private	20.1	19.3
811270005	Private	20.1	19.3
811270006	Private	20.0	19.3
811270007	Private	31.5	28
811141011	Private	199.8	167.5
808023005	Private	39.6	39.3
808030002	Private	26.9	24.9
808023018	Private	69.8	61.4
808280007	Private	18.2	16.6
808280006	Private	18.7	16.9
808280005	Private	18.8	17.1
808280004	Private	18.8	17.4
808280003	Private	18.6	16.3
808280002	Private	19.1	14.7
808280001	Private	0.2	0.2
808280008	Private	19.6	19.6
Gen-Tie Parcels Below			
808024004	Public	17.8	1.0
808024003	Public	8.8	0.4

808054003	Public	18.8	2.2
808072006	Public	8.5	1.2
808054004	Public	17.3	2.8
811190006	Public	15.2	2.1
811190008	Public	17	3.3
811201002	Public	2.	0.7
811211001	Public	20.5	4.4

Subtotals	
Total Public Acreage	2859.9
Disturbed Public Acreage	1194.4
Total Private Acreage	973.4
Disturbed Private Acreage	662.1
Grand Total Acreage	3835.6
Grand Total Disturbed Acreage	1856.6

Development Agreement No. DA2200016

EXHIBIT "D"

EXISTING DEVELOPMENT APPROVALS

Conditional Use Permit No. 220021

Public Use Permit No. 230002

CEQA (EIR) SCH 2022110240

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

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

Development Agreement No. DA2200016

EXHIBIT "E"

EXISTING LAND USE REGULATIONS

1. Riverside County General Plan as amended through Resolution No. 2021-108
2. Ordinance No. 348 as amended through Ordinance No. 348.5018
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.106
5. Ordinance No. 458 as amended through Ordinance No. 458.17
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.11
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. 650.7
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. 671.22
16. Ordinance No. 673 as amended through Ordinance No. 673.7
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. 742 as amended through Ordinance No. 742.1
21. Ordinance No. 743 as amended through Ordinance No. 743.3
22. Ordinance No. 748 as amended through Ordinance No. 748.1
23. Ordinance No. 749 as amended through Ordinance No. 749.1
24. Ordinance No. 752 as amended through Ordinance No. 752.2

25. Ordinance No. 754 as amended through Ordinance No. 754.3
26. Ordinance No. 787 as amended through Ordinance No. 787.10
27. Ordinance No. 806 as amended through Ordinance No. 806
28. Ordinance No. 810 as amended through Ordinance No. 810.3
29. Ordinance No. 817 as amended through Ordinance No. 817.1
30. Ordinance No. 824 as amended through Ordinance No. 824.17
31. Ordinance No. 847 as amended through Ordinance No. 847.1
32. Ordinance No. 859 as amended through Ordinance No. 859.3
33. Ordinance No. 875 as amended through Ordinance No. 875.1
34. Ordinance No. 915 as amended through Ordinance No. 915
35. Ordinance No. 925 as amended through Ordinance No. 925.1
36. Ordinance No. 926 as amended through Ordinance No. 926
37. Ordinance No. 927 as amended through Ordinance No. 927.2
37. Ordinance No. 931 as amended through Ordinance No. 931
34. Resolution No. 2020 -0124 Establishing Procedures and Requirements of the County of Riverside for the Consideration of Development Agreements
39. Board of Supervisors Policy No. B-29 as amended May 21, 2013

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

Development Agreement No. DA2200016

EXHIBIT "F"

SOLAR POWER PLANT

The OWNERS propose to construct, operate, maintain, and decommission an up-to 400 megawatt (MW) photovoltaic (PV) electrical generation and storage facility and associated infrastructure in unincorporated Riverside County, California, to be known as the Easley Renewable Energy Project. Approximately 662.2 acres of privately owned land would be included in the project, with the remainder of the project to be developed on public land, including within a Right-of-Way covering up to approximately 1,856.6 acres administered by the Bureau of Land Management (BLM). The Project would generate, store, and ultimately deliver solar-generated power to the California electrical grid through an interconnection at the Red Bluff Substation owned by Southern California Edison. The Project's generation tie line would initially connect to the Oberon Renewable Energy Project onsite substation prior to delivering power to the Red Bluff Substation, which is adjacent to the Easley Project and owned by Intersect Power.

The project would be constructed in three phases. Phase 1 would be owned by IP Easley, LLC, Phase 2 would be owned by IP Easley II, LLC and Phase 3 would be owned by IP Easley III, LLC. Shared facilities would be owned jointly and constructed by IP Easley, LLC.

The Project would operate year-round and would produce up to a total of 400 MW of electricity.

Development Agreement No. DA2200016

EXHIBIT "G"

SOLAR POWER PLANT NET ACREAGE

Easley Parties	
Private Land Solar, Electrical Facility, battery energy storage system (BESS) (max)	662.2
BLM Land Solar (max)	1,194.4
Private Land Gen-tie Pole/Buried Line Disturbance (max)	2.60
BLM Land Gen-tie Pole/Buried Line Disturbance (max)	18

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

Development Agreement No. DA2200016

EXHIBIT "H"

SOLAR POWER PLANT PHASED NET ACREAGE

Phased acreages:

Phase 1: IP Easley, LLC

Private Land Solar, Electrical Facility, BESS (max).....483.5
BLM Land Solar (max).....375.4
Private Land Gen-tie Pole/Buried Line Disturbance (max).....1.3
BLM Land Gen-tie Pole/Buried Line Disturbance (max).....9.0

Phase 1 Subtotal.....869.2ac

Phase 2: IP Easley II, LLC

Private Land Solar, Electrical Facility, BESS (max).....154.5 BLM Land
Solar (max).....801.0 Private Land Gen-tie
Pole/Buried Line Disturbance (max).....1.3 BLM Land Gen-tie Pole/Buried Line
Disturbance (max).....9.0

Phase 2 Subtotal.....965.8ac

Phase 3: IP Easley III, LLC

Private Land Electrical Facility, BESS/ substation(max).....21.6 ac BLM Land
Electrical Facility, BESS (max).....0 ac Private Land Gen-tie
Pole/Buried Line Disturbance (max)0 ac BLM Land Gen-tie Pole/Buried Line
Disturbance (max)0 ac

Phase 3 Subtotal..... 21.6 acres

Development Agreement No. DA2200016

EXHIBIT "I"

ANNUAL REVIEW 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. DA1900001

Effective Date of Development Agreement: _____

Developer/Owner: _____

Project Name: _____

Permit Number(s): _____

APN Number(s): _____

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

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

* * *

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

Signature of Developer/Owner: _____

Print Name and Title: _____

* * *

[TO BE COMPLETED BY COUNTY]

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

TLMA Director: _____

Signature: _____

Date: _____

Development Agreement No. DA2200016
EXHIBIT "J"

PROPERTY OWNER CONTACT INFORMATION

Landowner Address	APN	Phone Number	Email
American Coal Liquefaction, LLC Attn: Phil Percival PO Box 943 Winchester, CA 92565	808-023-005 808-030-002	(951) 923-9200	asset19@gmail.com
Blowers Family Trust Dated 01/18/2002 Attn: Terri McDonagh 11720 Kitching Street Moreno Valley, CA 92557 and MiJo Investments, LP Attn: Michele Coudures 2273 Suree Ellen Lane Altadena, CA 91001	808-280-001 808-280-002 808-280-003 808-280-004 808-280-005 808-280-006 808-280-007 808-280-008	Michele: (626) 437-1646 Terri: (951) 961-2651	ma.coudures946@gmail.com terrilmcDonagh@gmail.com
Todd Culver Draskovich 2201 Whyte Park Ave, Walnut Creek, CA 94595 John Steven Draskovich 7614 General Meade Lane St. Louis, MO 63123	808-240-007-3	Todd: (925) 938-5181 John: (314) 270-3237	tajexpress@comcast.net jdrasko@gmail.com
The Benedicto M. Estoesta and Divina Gracia A. Estoesta Revocable Living Trust PO Box 1570 Valley Spring, CA 95252	808-023-031 808-023-032	Divina: (209) 772-8827 Miranda: (209) 772-8906 Gracie: (209) 479-2310 Clinic: (209) 772-8906	graceestoesta@sbcglobal.net
IP Easley Land, LLC Attn: Amber Buric c/o Intersect Power 945 SW Gemini Drive, PMB #68743 Beaverton, OR 97008	811-141-011 811-121-004	(412) 779-7516	amber@intersectpower.com
JMP, INC. Attn: Brian Johnson 8011 SE Posey St., Milwaukee, Oregon, 97267	808-023-018	Brian: (503) 656-1010 Kevin: (503) 781-7916	johnsonmobilestates@gmail.com

The Press-Enterprise

3512 14th Street
Riverside, CA 92501
Willoughby, OH 44096
951-368-9222
951-368-9018 FAX

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

.....

Account Number: 5209148

Ad Order Number: 0011695892

Customer's Reference Ord. No. 664.109
/ PO Number:

Publication: The Press-Enterprise

Publication Dates: 10/04/2024

Amount: \$390.00

Payment Amount: \$0.00

Invoice Text: BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ORDINANCE NO. 664.109
AN ORDINANCE OF THE COUNTY OF RIVERSIDE
APPROVING DEVELOPMENT AGREEMENT NO. 2200016

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 2200016, copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners listed in Development Agreement No. 2200016 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after its adoption.
Chuck Washington, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **October 1, 2024**, the foregoing Ordinance was adopted by said Board by the following vote:

AYES: Jeffries, Spiegel, Washington, Perez and Gutierrez

NAYS: None

ABSENT: None

Kimberly A. Rector, Clerk of the Board

By: Cindy Fernandez, Clerk of the Board Assistant

Published The Press-Enterprise Oct. 4, 2024

The Press-Enterprise

3512 14th Street
Riverside, CA 92501
Willoughby, OH 44096
951-368-9222
951-368-9018 FAX

5209148

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

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: Ord. No. 664.109

FILE NO. Ord. No. 664.109

PROOF OF PUBLICATION

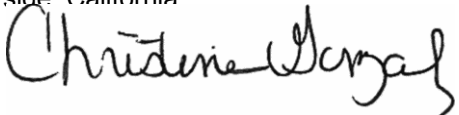
I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper 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:

10/04/2024

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

Date: October 04, 2024.

At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

Legal No. **0011695892**

Ad Copy:

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

ORDINANCE NO. 664.109
AN ORDINANCE OF THE COUNTY OF RIVERSIDE
APPROVING DEVELOPMENT AGREEMENT NO. 2200016

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

Section 1. Pursuant to Government Code Section 65867.5, Development Agreement No. 2200016, copy of which is on file with the Clerk of the Board of Supervisors and incorporated herein by reference, is hereby approved.

Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute said Development Agreement on behalf of the County of Riverside within ten (10) days after the Effective Date of this ordinance, provided that all owners listed in Development Agreement No. 2200016 have executed said Development Agreement within thirty (30) days after adoption of this ordinance.

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

Chuck Washington, Chair of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **October 1, 2024**, the foregoing Ordinance was adopted by said Board by the following vote:

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

Kimberly A. Rector, Clerk of the Board
By: Cindy Fernandez, Clerk of the Board Assistant

Published The Press-Enterprise Oct. 4, 2024

2024 OCT 15 11:17



California
GANNETT

PO Box 631437 Cincinnati, OH 45263-1437

AFFIDAVIT OF PUBLICATION

Cindy Fernandez
Riverside County-Board Of Sup.
Po Box 1147
Riverside CA 92502-1147

BOARD OF SUPERVISORS
OF THE COUNTY OF
RIVERSIDE, STATE OF
CALIFORNIA
ORDINANCE NO. 664.109
AN ORDINANCE OF THE
COUNTY OF RIVERSIDE
APPROVING DEVELOP-
MENT AGREEMENT NO.
2200016

STATE OF WISCONSIN, COUNTY OF BROWN

The Desert Sun, a newspaper published in the city of Palm Springs, Riverside County, State of California, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

10/04/2024

and that the fees charged are legal.
Sworn to and subscribed before on 10/04/2024

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Kimberly A. Rector, Clerk of the Board
By: Cindy Fernandez, Clerk of the Board Assistant
Oct. 4, 2024 10642309

BOARD OF SUPERVISORS
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RIVERSIDE, STATE OF
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ORDINANCE NO. 664.109
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Kimberly A. Rector, Clerk of the Board
By: Cindy Fernandez, Clerk of the Board Assistant
Oct. 4, 2024 10642309

Legal Clerk

Notary, State of WI, County of Brown

10-25-26

My commission expires

Publication Cost: \$125.67
Tax Amount: \$0.00
Payment Cost: \$125.67
Order No: 10642309 # of Copies: 1
Customer No: 1252599
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

RYAN SPELLER
Notary Public
State of Wisconsin

2024-0367806

12/02/2024 04:29 PM Fee: \$ 0.00

Page 1 of 95

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

6080

DEVELOPMENT AGREEMENT NO. 2200016

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

IP EASLEY, LLC,

IP EASLEY II, LLC

AND IP EASLEY III, LLC

OCT 01 2024

3.45

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SIGNATURES30

DEVELOPMENT AGREEMENT NO. 2200016

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

American Coal Liquefaction, LLC
Terri McDonagh, Blowers Family Trust Dated 01/18/2002
Michele Coudures, MiJo Investments, LP
Sally Skinner Draskovich and Todd Culver Draskovich Revocable Living Trust
John Stephen Draskovich
The Benedicto M. Estoesta and Divina Gracia A. Estoesta Revocable Living Trust
IP Easley Land, LLC and JMP, Inc.

RECITALS

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

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

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

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

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

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

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

WHEREAS, this Agreement and the Project are consistent with the Riverside

County General Plan and any specific plan applicable to the Project; and,

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

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

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

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “Base Payment” means an amount equal to \$150 multiplied by the entire Solar Power Plant Net Acreage and which is payable to COUNTY annually pursuant to Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after 2013 (currently \$187 per acre in 2024).

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

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

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

- (a) Specific plans and specific plan amendments;
- (b) Zoning, including variances;
- (c) Conditional use permits, public use permits, and plot plans;
- (d) Tentative and final subdivision and parcel maps;
- (e) Lot line adjustments;
- (f) Grading and building permits;
- (g) Any permits or entitlements necessary from COUNTY for Southern California Edison’s distribution-level electrical services to the Project;
- (h) Any permits or other entitlements or easements necessary from COUNTY for gen-tie and access road crossing and improvements, including encroachment permits;
- (i) Environmental cleanup review; and
- (j) Right of Entry to access COUNTY owned wells in the Project vicinity for groundwater well monitoring.

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

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

1.1.8 “Effective Date” means the date this Agreement is recorded with the County

Recorder.

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

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

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

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

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

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

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

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

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

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

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

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

1.1.20 “Solar Power Plant Net Acreage” means the area of all parts of the Property, and any other real property which is part of the Solar Power Plant, that is involved in the production, storage, or transmission of power. “Solar Power Plant Net Acreage” includes, but is not limited to, all areas occupied by the power block, solar collection equipment, spaces contiguous to solar collection equipment, transformers, transmission lines and piping, transmission facilities, buildings, structures, service roads (regardless of surface type and including service roads between collectors), and fencing surrounding all such areas. “Solar Power Plant Net Acreage” shall not include any access roads outside the Property and shall not include any areas specifically designated and set aside as environmentally sensitive land, conservation land or open space land, and shall not include the fencing of such designated lands. The projected Solar Power Plant Net Acreage under the Existing Development Approvals is approximately 1,856.6 acres and is described and shown on Exhibit “G” to this Agreement. In the event the Project is modified by any Subsequent Development Approval, the Assistant TLMA Director – Planning and Land Use, in consultation with the County Executive Officer and County Counsel, shall recalculate the Solar Power Plant Net Acreage as part of such Subsequent Development Approval and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Agreement after the effective date of such Subsequent Development Approval.

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

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

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

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

Exhibit “A” -- Legal Description of the Property

Exhibit “B” -- Maps Showing the Project’s Land Ownership and Disturbance Area

Exhibit “C” -- APN Table

Exhibit "D" -- Existing Development Approvals

Exhibit "E" -- Existing Land Use Regulations

Exhibit "F" -- Solar Power Plant

Exhibit "G" -- Solar Power Plant Net Acreage

Exhibit "H" -- Solar Power Plant Phased Net Acreage

Exhibit "I" -- Annual Review Report Template

Exhibit "J" -- Property Owner Contact Information

2. GENERAL PROVISIONS.

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

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

2.3 Term. This Agreement shall commence on the Effective Date and shall continue for a period of thirty (30) years from the issuance of the first grading permit, first building permit, or notice to proceed from the COUNTY, whichever occurs first, unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Transfer.

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

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

(b) Concurrent with any such transfer, or within fifteen (15) business days thereafter, the transferring PROPERTY OWNER(S) and/or OWNER(S) shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee in a form acceptable to the COUNTY, with such acceptance not to be unreasonably withheld, providing therein that the

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

Any transfer not made in strict compliance with the foregoing conditions shall constitute a default by the transferring OWNER(S) under this Agreement. Notwithstanding the failure of any transferee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such transferee, but the benefits of this Agreement shall not inure to such transferee until and unless such agreement is executed. As noted above, although OWNERS have options to purchase all of the Property required for the Project from the PROPERTY OWNERS that do not expire until 2027, the OWNERS intend to exercise these options and purchase the Property in 2025.

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

- (a) OWNER no longer has a legal or equitable interest in all or any part of the Property.
- (b) OWNER is not then in default under this Agreement.
- (c) OWNER has provided COUNTY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.
- (d) The transferee provides COUNTY with security equivalent in all respects to any security previously provided by OWNER to secure performance of its obligations hereunder.

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

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

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

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

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

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

(d) An OWNER's election to terminate this Agreement with respect to its ownership interests. In addition, if an OWNER elects not to develop all or a portion of the Project, except with regard to acreage reductions as set forth in Section 4.4(d), that OWNER shall provide notice of such election to COUNTY and such notice shall (i) seek to terminate this Agreement as to the portion of the Property and the Project that is the subject of such notice of termination; and (ii) shall acknowledge that the Conditional Use Permit (CUP No. 220021) and the Public Use Permit (PUP No. 230003) shall be null and void as to the portion of the Project and the related Property that is the subject of such notice of termination. Following receipt of an OWNER's notice of election to terminate this Agreement, that OWNER and COUNTY shall execute an appropriate instrument in recordable form evidencing such termination and shall cause such instrument to be an amendment to this Agreement to be processed in accordance with COUNTY's "Procedures and Requirements for the Consideration of Development Agreements (Solar Power Plants)" set forth in COUNTY Resolution No. 2012-047.

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

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

2.7 Notices.

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

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

facsimile or email to the recipient named below. All notices shall be addressed as follows:

If to COUNTY:

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

with copies to:

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

and

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

and

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

If to OWNER:

Camille Wasinger, Senior Director
IP Easley, LLC, IP Easley II, LLC, and IP Easley III, LLC
c/o Intersect Power, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, OR 97008-7105
camille@intersectpower.com
with copies to:

Robert A. Bernheimer, Esq.
Robert A. Bernheimer, APLC
45025 Manitou Drive, Suite 3
Indian Wells, CA 92210
Fax No. (760) 262-3957
Rob@RobBernheimer.com

and

IP Easley, LLC, IP Easley II, LLC, and IP Easley III, LLC
c/o Intersect Power, LLC
9450 SW Gemini Drive PMB #68743
Beaverton, OR 97008-7105
legal@intersectpower.com

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

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

3. DEVELOPMENT OF THE PROPERTY.

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

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, COUNTY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the

Reservations of Authority. COUNTY shall accept for processing, review, and take action on all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. As set forth in Board of Supervisors Policy No. B-29, any agreements, permits or other approvals from COUNTY necessary to site, develop and operate the Solar Power Plant shall be eligible for an expedited entitlement process under the Fast Track Program.

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

3.4 Phasing Plan. Development of the Property shall be subject to all timing and phasing requirements established by the Development Plan. In addition, Development of the Property may occur in phases. Each phase will be defined by the relevant OWNER at the time the OWNER either (1) submits design plans to COUNTY for grading and building permits or (2) requests a notice to proceed from BLM to allow Solar Power Plant construction in a particular area. The construction of site access roads, substation, generation tie-line, operations and maintenance building and distribution lines would occur as the solar arrays are being assembled. Construction is anticipated to begin in mid-2025 and occur over 18 to 24 months, regardless of whether it is phased. If the development of the Solar Power Plant occurs in phases, the Annual Public Benefits Payments called for in Section 4.2 shall be based on the Solar Power Plant Net Acreage of each OWNER-defined phase.

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

- (a) Alter the permitted uses of the Property as a whole; or,

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

3.6 Reservations of Authority.

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

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

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

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

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

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

OWNERS with the rights and assurances provided under this Agreement.

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

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

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

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

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

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

3.8 Provision of Real Property Interests by COUNTY. In any instance where OWNERS are required to construct any public improvement on land not owned by OWNERS, OWNERS shall at their sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNERS are unable, after exercising reasonable efforts to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNERS and upon OWNERS'

provision of adequate security for costs COUNTY may reasonably incur, COUNTY shall negotiate the purchase of the necessary real property interests to allow OWNERS to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. OWNERS shall pay all costs associated with such acquisition or condemnation proceedings. This Section 3.8 is not intended by the parties to impose upon the OWNERS an enforceable duty to acquire land or construct any public improvements on land not owned by OWNERS, except to the extent that the OWNERS elect to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the COUNTY upon the development of the Project under the Subdivision Map Act, Government Code Section 66410 et seq., or other legal authority.

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

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

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

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

4. PUBLIC BENEFITS.

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

4.2 Annual Public Benefit Payments.

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

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

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

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

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

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

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

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

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

(c) Prior to the commencement of any grading or construction of the solar power plant, each OWNER shall deliver to COUNTY a list that includes, as applicable and without limitation, each contractor's and Major Subcontractor's business name, value of contract, scope of work on the solar power plant, procurement list for the solar power plant, CDTFA account numbers and permits

or sub-permits specific to the solar power plant jobsite, contact information for the individuals most knowledgeable about the solar power plant and the sales and use taxes for such solar power plant, and, in addition, shall attach copies of each permit or sub-permit issued by the CDTFA specific to the solar power plant jobsite. Said list shall include all the above information for the relevant OWNER, its contractors, and all Major Subcontractors. Each OWNER shall provide updates to COUNTY of the information required of that OWNER under this section within thirty (30) days of any changes to the same, including the addition of any contractor or Major Subcontractor.

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

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

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

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

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

OWNERS and COUNTY acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial, or industrial development. OWNERS and COUNTY have agreed to an "Adjusted DIF" for this Project of \$756.66 per acre as determined by

the Solar Power Plant Net Acreage. In addition, OWNERS will pay an Additional Community Benefit Fee (CBF) of \$430.00 per acre as determined by the Solar Power Plant Net Acreage. The OWNERS shall pay these fees as follows:

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

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

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

(d) The Parties anticipate that Phase 1 of the Project will encompass development of 73.21% of the Project covering 484.8 gross acres; Phase 2 of the Project will encompass development of 23.53% of the Project covering 155.8 gross acres; and Phase 3 of the Project will encompass development of 3.26% of the Project covering 21.6 gross acres;. Unless notified of other arrangements by the OWNERS, the COUNTY will use these proportions to determine each OWNER'S share of the development fees. Upon notice to and in consultation with the Assistant TLMA Director – Planning and Land Use, the County Executive Officer and County Counsel, OWNERS may reduce the Solar Power Plant Acreage to the extent that OWNERS later decide not to develop all acres approved for development. In such event, the B-29, DIF and CBF shall be adjusted according to the per-acre amounts set forth in Section 4.4 above.

(e) The COUNTY'S agreement to accept an Adjusted DIF for the Project is contingent upon diligent development efforts by the OWNERS. Therefore, the Adjusted DIF will be void if the OWNERS have not paid the Adjusted DIF for either Phase 1, Phase 2 or Phase 3 of the Project within five (5) years of executing this Agreement. If the Adjusted DIF is void, the OWNER(S) will be required to pay the DIF category that is applicable to utility scale solar power plant projects, either by ordinance or in practice, at the time payment of a DIF is required, unless otherwise modified by agreement of the Parties.

5. FINANCING OF PUBLIC IMPROVEMENTS.

If deemed appropriate, COUNTY and OWNERS will cooperate in the formation of any

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

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

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

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

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

6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

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

(b) Upon completion of an annual review or a special review, the TLMA

Director shall submit a report to the Board of Supervisors setting forth the evidence concerning good faith compliance by OWNERS with the terms of this Agreement and his recommended finding on that issue.

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

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

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

(a) The time and place of the hearing;

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

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

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

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

a special review and shall state the anticipated date of commencement of the next annual review. An OWNER may record any Certificate with the County Recorder.

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

7. INCORPORATION AND ANNEXATION.

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

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

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

8. DEFAULT AND REMEDIES.

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

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

- (a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- (b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or
- (c) Arising out of or connected with any dispute, controversy or issue regarding the application, validity, interpretation or effect of the provisions of this Agreement.

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

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

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 4.2.6 (c) and Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides:

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

OWNER Initials

OWNER Initials

OWNER Initials

PROPERTY OWNER Initials

PROPERTY OWNER Initials

PROPERTY OWNER Initials

PROPERTY OWNER Initials

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PROPERTY OWNER Initials

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

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

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Section 4.2.6 (c) and Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the COUNTY, its officers, agents, employees, and independent contractors from any and all claims, demands, actions, or suits of any kind or nature whatsoever arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other monetary liability or damages, whatsoever, upon the COUNTY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby waives the provisions of Section 1542 of the Civil Code which provides:

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


OWNER Initials


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Q. Williams

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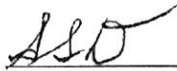
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OWNER Initials

TODD CULVER DRASKOVICH

PROPERTY OWNER Initials



OWNER Initials

SALLY SKINNER DRASKOVICH

PROPERTY OWNER Initials



OWNER Initials

TODD CULVER DRASKOVICH

POA FOR JOHN STEPHEN DRASKOVICH

PROPERTY OWNER Initials

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

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

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

9. THIRD PARTY LITIGATION.

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

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

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

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

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

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

9.4 Environment Assurances. Each OWNER shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any liability, based or asserted, upon any act or omission of that OWNER, its officers, agents, employees,

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

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

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

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

10. MORTGAGEE PROTECTION.

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

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

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property,

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

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

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

11. MISCELLANEOUS PROVISIONS.

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

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

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected

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

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

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

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

11.7 Joint and Severable Obligations. The OWNERS currently contemplate developing the Project in at least three phases, with Phase 1 to be constructed by IP EASLEY, LLC, Phase 2 to be constructed by IP EASLEY II, LLC and Phase 3 to be constructed by IP EASLEY III, LLC. Project acreage per phase shall be determined after the Agreement execution and will be described in "Exhibit H" to this Agreement. Obligations of the OWNERS under this Agreement with respect to the generation-tie transmission line and Project improvements excluding the solar fields shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS, curable by either OWNER. Unless otherwise set forth in this Agreement, obligations with respect to each OWNER'S identified Phase (solar array field) will be severable and one OWNER shall not be required to cure the default of the other OWNER with regard to obligations specific to the other OWNER'S Phase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF RIVERSIDE

Dated: 11/04/2024

By Chuck Washington
CHUCK WASHINGTON
Chairman, Board of Supervisors

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By Manny C.
Deputy
(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: Aaron C. Gettis 9-24-24
AARON C. GETTIS DATE

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


STATE OF CALIFORNIA }
 } §
COUNTY OF RIVERSIDE }

On November 04, 2024, before me, Naomi Sicra, a COB Assistant, personally appeared Chuck Washington, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kimberly A. Rector
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.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 FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date: 11/04/2024

Signature: _____

Naomy Sicra

Print Name: Naomy Sicra, Clerk of the Board Assistant

OWNER:

IP EASLEY, LLC,
a Delaware limited liability company

Signature: 

Name: Simon Ross
Title: Chief Commercial Officer
Date: 9/19/24

IP EASLEY II, LLC,
a Delaware limited liability company

Signature: 

Name: Simon Ross
Title: Chief Commercial Officer
Date: 9/19/24

IP EASLEY III, LLC,
a Delaware limited liability company

Signature: 

Name: Simon Ross
Title: Chief Commercial Officer
Date: 9/19/24

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On September 19, 2024 before me, Breana Luster, Notary Public
(insert name and title of the officer)

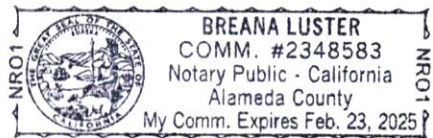
personally appeared Simon Ross,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

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

State of California
County of Alameda)

On September 19, 2024 before me, Breana Luster, Notary Public
(insert name and title of the officer)

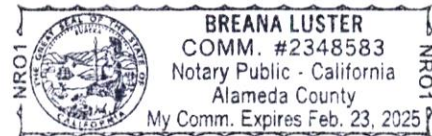
personally appeared Simon Ross,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

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

State of California
County of Alameda)

On September 19, 2024 before me, Breana Luster, Notary Public
(insert name and title of the officer)

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

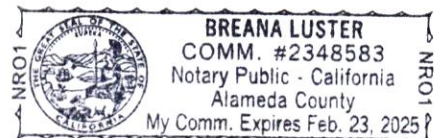
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PROPERTY OWNER

American Coal Liquefaction, LLC,
a Wyoming limited liability company

By: 

Print Name and Title: Philip Percival

Date: 7-31-24

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

State of California)
County of Riverside) ss.

On 7/31/24, 2024 before me, Tisha Monaco, Notary Public, personally appeared Philip Percival, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

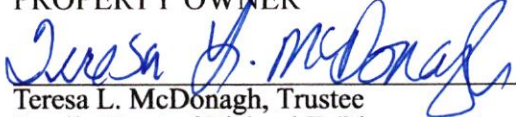
Signature [Handwritten Signature]

(Seal)





PROPERTY OWNER



Teresa L. McDonagh, Trustee
Family Trust of Richard T. Blowers,
fka The Blowers Family Trust dated January 18,
2005, and restated February 18, 2015

Date: 8/26/24

MiJo Investments, LP,
a California limited partnership

By: MiJo Investments, LLC,
a California limited liability company

Date: _____

Michele A. Coudures (formerly known as
Michele C. Maynard), Trustee of the Michele
C. Maynard Revocable Trust u/d/t dated
November, 12, 2004, its Member

MiJo Investments, LP,
a California limited partnership

By: MiJo Investments, LLC,
a California limited liability company

John M. Coudures, III, Trustee of the John M.
Coudures, III Trust under Revocable Trust
Agreement dated November, 12, 2004

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

State of California)
) ss.
County of Riverside)

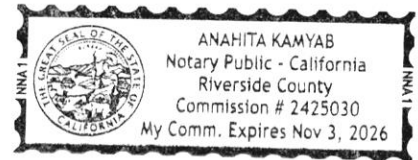
On 081261, 2024 before me, Anahita Kamyab, Notary Public, personally appeared Teresa L. McDonagh, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature 

(Seal)



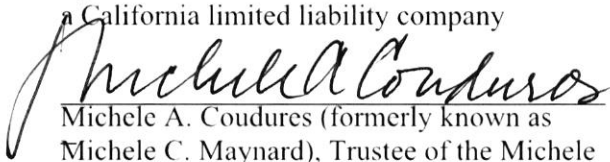
PROPERTY OWNER

Teresa L. McDonagh, Trustee
Family Trust of Richard T. Blowers,
fka The Blowers Family Trust dated January 18,
2005, and restated February 18, 2015

Date: _____

**MiJo Investments, LP,
a California limited partnership**

By: MiJo Investments, LLC,
a California limited liability company

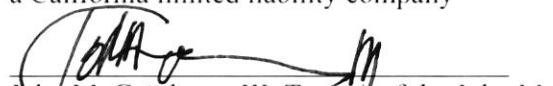


Michele A. Coudures (formerly known as
Michele C. Maynard), Trustee of the Michele
C. Maynard Revocable Trust u/d/t dated
November, 12, 2004, its Member

Date: _____

**MiJo Investments, LP,
a California limited partnership**

By: MiJo Investments, LLC,
a California limited liability company



John M. Coudures, III, Trustee of the John M.
Coudures, III Trust under Revocable Trust
Agreement dated November, 12, 2004

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State of California)
) ss.
County of Los Angeles)

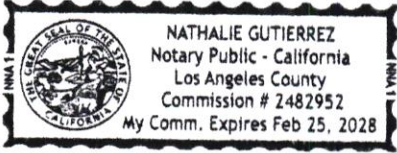
On August 27th 2024 before me, Nathalie Gutierrez Notary Public, personally appeared Michele A. Coudures who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Nathalie Gutierrez _____

(Seal)



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the tools used for data collection.

3. The third part of the document presents the results of the study, including a comparison of the different methods and techniques used. It discusses the strengths and weaknesses of each method and provides a summary of the findings.

4. The fourth part of the document discusses the implications of the study and provides recommendations for future research. It highlights the need for further investigation into the effectiveness of the different methods and techniques used.

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State of California)
) ss.
County of Los Angeles)

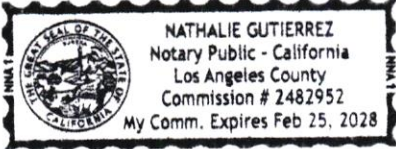
On August 27th 2024 before me, Nathalie Gutierrez Notary Public, personally appeared John M. Coudures, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Nathalie Gutierrez

(Seal)





PROPERTY OWNER

Sally Skinner Draskovich and Todd Culver
Draskovich Revocable Living Trust,
established November 18, 2015

Date: 7/24/2024

Sally Skinner Draskovich
Sally Skinner Draskovich, Co-Trustee *Co-Trustee*

Todd Culver Draskovich
Todd Culver Draskovich, Co-Trustee *CO TRUSTEE*

Date: 7/24/2024

Todd Culver Draskovich
John Stephen Draskovich *POA*

Date: 7/24/2024

TODD CULVER DRASKOVICH
POA FOR JOHN STEPHEN DRASKOVICH

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

State of California)

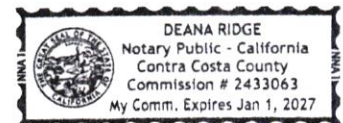
County of Contra Costa) ss.

On July 24, 2024 before me, Deana Ridge, Notary Public, personally appeared Sally Skinner Draskovich, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Deana Ridge (Seal)



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

State of California)

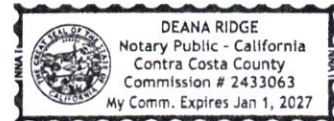
County of Contra Costa ss.

On July 24, 2024 before me, Deana Ridge, Notary Public, personally appeared Todd Culver Draskovich, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

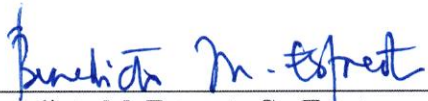
Signature Deana Ridge (Seal)



PROPERTY OWNER:

The Benedicto M. Estoesta and Divina Gracia A. Estoesta Revocable Living Trust

Dated: 11-22-24


Benedicto M. Estoesta Co-Trustee

Dated: 11-22-24


Divina Gracia A. Estoesta Co-Trustee

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State of California)
) ss.
County of Calaveras)

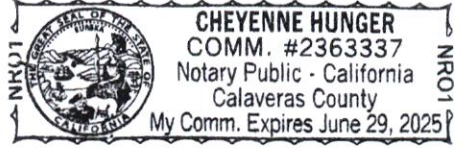
On 11/22/2024, 2024 before me, Cheyenne Hunger, Notary Public, personally appeared Benedicto M. Estroza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature C Hunger

(Seal)



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

State of California)
) ss.
County of Calaveras)

On 11/21/2024, 2024 before me, Cheyenne Hunger, Notary Public, personally appeared Diana Gracia A. Estorza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature C Hunger

(Seal)



PROPERTY OWNER:

IP Easley Land, LLC, a Delaware limited liability company

Dated: 9/19/24



Simon Ross, Chief Commercial Officer

ACKNOWLEDGMENT

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State of California
County of Alameda)

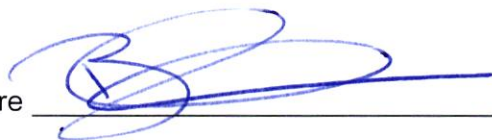
On September 19, 2024 before me, Breana Luster, Notary Public
(insert name and title of the officer)

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

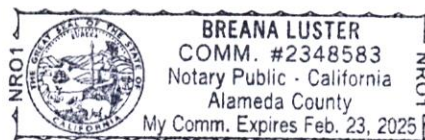
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PROPERTY OWNER

JMP, INC.

By: [Signature]
Name: Brian Johnson
Title: CEO

Date: 11/25/24

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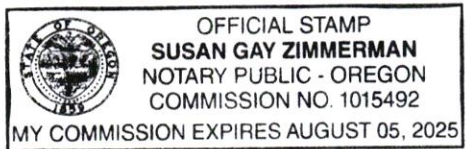
State of Oregon)
562) ss.
County of Clackamas)

On November 25, 2024 before me, Susan Gay Zimmerman Notary Public, personally appeared Brian Johnson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature Susan Gay Zimmerman (Seal)



Development Agreement No. DA2200016

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Private Lands

The lands referred to herein is situated in the State of California, County of Riverside Unincorporated Area and described as follows:

American Coal Liquefaction

Parcel 1:

The Northeast quarter of the Southeast quarter of Section 12, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

APN: 808-023-005

Parcel 2

That portion of the Southeast quarter of the Southeast quarter of Section 12, Township 5 South , Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, lying northwesterly of the northwesterly line of the Desert Center Rice Road.

APN: 808-030-002

Mijo Investments, LP, a California limited partnership, as to an undivided 74.5% interest; and Richard T. Blowers, Trustee of the Family Trust of Richard T. Blowers dated May 8, 2018, as to an undivided 25.5% interest

Parcels 1 through 7 of Parcel Map No. 23452, in the County of Riverside, State of California, on file in Book 165, Pages 56 through 62 of Parcel Maps, Records of said County.

APN: 808-280-002; 808-280-003; 808-280-004; 808-280-005; 808-280-006; 808-280-007; 808-280-008; 808-280-001

IP Easley, LLC, a Delaware limited liability company

Parcel 15 of Parcel Map No. 16129, in the County of Riverside, State of California, as shown by map on file in Book 96 Page(s) 76 to 80, of Parcel Maps, Records of Riverside County, California.

APN: 811-270-015

John Stephen Draskovich, as to a one-half interest; and Todd Culver Draskovich and Sally Skinner Draskovich, as Co-Trustees of the Sally Skinner Draskovich and Todd Culver Draskovich Revocable Living Trust, established November 18, 2015, by Todd Culver Draskovich and Sally Skinner Draskovich, his entire one-half (1/2) interest as a tenant in common

Parcel 22 of Parcel Map No. 16129, in the County of Riverside, State of California, as shown by Map on file in Book 96, Page 76 through 80, inclusive of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom any and all mineral rights, including but not limited to coal, phosphates, oil, and gas, oil slate, sodium, sulpher, potassium, native asphalt, solid and semisolid bitumen, and bituminous rocks (including but not limited to coal, phosphates, oil, and gas, oil slate, sodium, sulpher, potassium, native asphalt, solid and semisolid bitumen, and bituminous rocks (including oil impregnated rock or sands from which oil is recoverable only by special and zinc, together with any and all geothermal rights, as excepted by that certain grant deed recorded December 24, 1980 as Instrument No. 80-241822 of Official Records.

APN: 808-240-007

Benedicto M. Estoesta, Divina Garcia A. Estoesta, Revocable Living Trust

Lots 3, 4, 5 and 6 of the Southwest Quarter and the South Half of the Southwest Quarter and the Southeast Quarter of Section 2, Township 5 South, Range 15 East, San Bern8ldino Meridian, in the County of Riverside. State of California, according to the Official Plat of said land.

Excepting therefrom all mineral deposits, with the right to mine and remove such deposits, as reserved by the United States Patent recorded November 21, 1983, as Instrument No. 242600, of Official Records of Riverside County, California.

APN: 808-023-032 and 808-023-031

IP Easley, LLC, a Delaware limited liability company

Parcel 6 of Parcel Map 16129, in the County of Riverside, State of California, as shown by map on file in book 96 page(s) 76 to 80, of Parcel Maps, Records of Riverside County, California.

Excepting therefrom all mineral rights, including but not limited to coal, phosphates, oil and gas, oil slate, sodium, sulphur, potassium, native asphalt, solid and semisolid bitumen, and bituminous rocks (including oil-impregnated rock or sands from which oil is recoverable only by special treatment after the deposit is mined or quarried), gold, silver, quicksilver, lead and zinc, together with any and all geothermal rights, as excepted by that certain Grant Deed recorded December 24, 1980 as Instrument No. 80-241822 of Official Records.

Also, excepting therefrom all mineral rights, including but not limited to coal, phosphates, oil and gas, oil slate, sodium, sulphur, potassium, native asphalt, solid and semisolid bitumen, and bituminous rocks (including oil-impregnated rock or sands from which oil is recoverable only by special treatment after the deposit is mined or quarried), gold, silver, quicksilver, lead and zinc, together with any and all geothermal rights, as conveyed to Imperial Farm Management, Inc., a California corporation, by deed recorded May 3, 1983 as Instrument No. 85295 of Official Records.

IP Easley, LLC, a Delaware limited liability company

Parcel 1:

That portion of the North half of Section 7, Township 5 South, Range 16 East, San Bernardino Base and Meridian, lying North and Northwest of the northwesterly line of the county highway, 100 feet wide, as designated by resolution of the County of Riverside, a certified copy of which was filed for record March 27, 1945 as Instrument No. 2957 of Official Records.

Also including a portion of the Southwest quarter of said Section 7, lying North and Northwest of the northwesterly line of said county highway and northeasterly of the following described line:

Commencing at the Southwest corner of the Northwest quarter of said Section 7; thence South 43°29'00" East, 1151 feet, to its intersection of the northwesterly line of said county highway.

APN: 811-141-011

Parcel 2:

That portion of the East half of Government Lot 2 in the Northeast quarter of Section 5, Township 5 South, Range 16 East, San Bernardino Base and Meridian, according to United States Government Survey thereof, approved July 12, 1856, lying Northwesterly of the Northwesterly

line of Desert Center-Rice Road, as described in resolution recorded March 27, 1945 in Book 665, Page 274 of Official Records of Riverside County, California.

APN: 811-121-004

JMP, Inc.

The West 70.00 acres of the North half of Section 13, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

APN: 808-023-018

Spindle Top Bayou Farm, Inc., a Texas Corporation

Parcels 1, 2, 3, 4, 5 and 7 of Parcel Map 16129, as shown by map on file in Book 96, Pages 76 through 80, inclusive, of Maps, Records of Riverside County, California.

APN: 811-270-001; 811-270-002; 811-270-003; 811-270-004; 811-270-005; 811-270-007

Public Lands

The lands referred to herein is situated in the State of California, County of Riverside Unincorporated Area and described as follows:

A portion Governmental Lot 3 in the Southwest Quarter of Section 31, Township 4 South, Range 16 East of the San Bernardino Base and Meridian, being all that portion of Governmental Lot 3 lying South of lands owned by the Metropolitan Water District of Southern California as described in that certain Notice of Ownership of Real Property dated July 13, 2004, recorded as Document No. 2004-0671288, in the Office of the Recorder for Riverside County, State of California.

APN: 807-191-029

Parcel 1:

Lots 1 and 2 of the Northeast quarter of Section 3, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, lying East of Kaiser Road, said road being more fully described in Resolution dated June 18, 1962, filed on June 20, 1962, and recorded in the Office of the Imperial County Recorder in Book 3164, on Page 201.

Parcel 2:

The Southeast quarter of Section 3, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, lying East of Kaiser Road, said road being more fully described in Resolution dated

June 18, 1962, filed on June 20, 1962, and recorded in the Office of the Imperial County Recorder in Book 3164, on Page 201.

APN: 808-023-022

A strip of land 80 feet wide, in the north half of Section 2, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, the Northerly line of said strip of land 80 feet wide being parallel with and distant northwesterly 25 feet, measured at right angles, from the following described survey line:

Beginning at a pint on the westerly line of said Section 2, said point being distant thereon N 0° 48' W 1402.70 feet from the southwest corner of said Section 2; thence North 60° 48' E, 6022.90 feet to a point on the east line of said Section 2, said point being distant thereon S 0° 27' E 941.10 feet from the northeast corner of said Section 2.

The sidelines of said 80-foot-wide strop of land shall be prolonged or shortened so as to terminate northeasterly and southwesterly in the easterly and southerly lines, respectively, of said north half of Section 2, as described in Quitclaim Deed recorded as Document No. 1980221030 in Public Records of Riverside County, California.

APN: 808-023-030

The East half of the East half of Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, lying East of Kaiser Road;

Except therefrom the following:

The North half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian.

The South Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated July 24, 1969, recorded as Serial No. R 1252 (Accession No. 04-70-0035) with the General Land Office of the Bureau of Land Management.

The South Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated July 22, 1970, recorded as Serial No. R 2046 (Accession No. 04-71-0016) with the General Land Office of the Bureau of Land Management.

The South Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued

by Patent dated November 17, 1983, recorded as Serial No. CA 13602 (Accession No. 04-84-0011) with the General Land Office of the Bureau of Land Management.

The North Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated October 20, 1983, recorded as Serial No. CA 13601 (Accession No. 04-84-0006) with the General Land Office of the Bureau of Land Management.

The North Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated December 16, 1983, recorded as Serial No. CA 13598 (Accession No. 08-84-0020) with the General Land Office of the Bureau of Land Management.

The South Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated December 16, 1983, recorded as Serial No. CA 13599 (Accession No. 04-84-0021) with the General Land Office of the Bureau of Land Management.

The North Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 10, Township 5 South, Range 15 East, of the San Bernardino Base and Meridian, issued by Patent dated December 16, 1983, recorded as Serial No. CA 13600 (Accession No. 04-84-0022) with the General Land Office of the Bureau of Land Management.

APN: 808-270-007

The Northeast Quarter of the Northeast Quarter of Section 14, Township 5 South, Range 15 East, San Bernardino Base and Meridian.

APN: 808-230-005

A portion of the Southwest quarter of Section Thirteen (13), Township Five (5) South, Range Fifteen (15) East, of the San Bernardino Base and Meridian, lying Northwest of Desert Center-Rice Road in Riverside County, California.

APN: 808-023-027

Parcel 1:

Lots 1 and 2 of the Northwest quarter Section 6, Township 5 South, Range 16 East, San Bernardino Base and Meridian.

Parcel 2:

Lots 1 and 2 of the Northeast quarter of Section 6, Township 5 South, Range 16 East, San Bernardino Base and Meridian;

Except therefrom the North Half of East Half of Lot 2 of the Northeast Quarter of Section 6, Township 5 South, Range 16 East of the San Bernardino Base and Meridian, as described in Notice of Ownership of Real Property Right-of-Way Engineering dated July 13, 2004, recorded as Document No. 2004-0671288, in the Office of the Recorder of Riverside County, State of California.

APN: 811-121-008

That portion of the West Half of the Southwest Quarter of Section 5, Township 5 South, Range 16 East, San Bernardino Base and Meridian, lying Northwesterly of the Desert Center-Rice Road as shown on map on the file in Record of Survey Book 12, page 81, Records of Riverside County, California.

APN: 811-121-007

That portion of the West Half of the Southwest Quarter of Section 5, Township 5 South, Range 16 East, San Bernardino Base and Meridian, lying Southeasterly of the Desert Center-Rice Road as shown on map on the file in Record of Survey Book 12, page 81, Records of Riverside County, California.

APN: 811-122-005

All of Section 35, Township 04 North, Range 15 East of the San Bernardino Base and Meridian:

Except therefrom: the Northwest Quarter of the Northeast Quarter of the Northeast Quarter and;

the East half of the Northeast Quarter of the Northeast Quarter of said Section 35, as set aside by Federal Serial File No. LA 053581 and the North half of the Northwest Quarter of the Northeast Quarter of said Section 35, as set aside by Federal Serial File No. R 07041, as detailed in Notice of Ownership of Real Property Right-of-Way Engineering dated July 13, 2004, filed as Document No. 2004-0671288, in the Records Office in the County of Riverside, State of California.

APN: 807-172-027

A portion of Section 34, Township 4 South, Range 15 East of the San Bernardino Base and Meridian, lying East of Kaiser Road, said road being more fully described in Resolution dated

June 18, 1962, filed in Book 3164, on Page 201, with the Recorder's Office of Riverside County, California.

APN: 807-172-015

Parcel 1:

Lot 3 of the Northwest Quarter of Section 30, Township 4 South, Range 16 East of the San Bernardino Base and Meridian.

Parcel 2:

Lot 3 of the Southwest Quarter of Section 30, Township 4 South, Range 16 East of the San Bernardino Base and Meridian.

APN: 807-191-022

A portion of Governmental Lot 3 in the Northwest Quarter of Section 31, Township 4 South, Range 16 East, of the San Bernardino Base and Meridian, being all that portion of Governmental Lot 3 lying North of lands owned by the Metropolitan Water District of Southern California as described in that certain Notice of Ownership of Real Property dated July 13, 2004, recorded August 25, 2004 as Document No. 2004-0671288, in the Office of the Recorder for Riverside County, State of California.

APN: 807-191-028

All of Section 12, Township 5 South, Range 15 East of the San Bernardino Base and Meridian, except therefrom the South half of the Southwest quarter, the South half of the Southeast quarter and the Northeast quarter of the Southeast quarter, as issued to Frank J. Kanne, Jr., by Patent dated March 5, 1963, filed with the Bureau of Land Management as Serial No. LA 096353.

APN: 808-023-024

All of Section Eleven (11), Township Five (5) South, Range Fifteen (15) East, of the San Bernardino Base and Meridian;

Except therefrom : South half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 11, as issued to the Desert Center Congregation of Jehovah's Witnesses, Inc., by Patent dated November 15, 1971, filed with the General Land Office of the Bureau of Land Management as Serial Patent No. 04-72-0036.

Except therefrom: The North half of the Northwest quarter of the Southwest quarter of the Southwest quarter of said Section 11, as issued to Demetrios M. Yermanos and Anastasia D. Yermanos by Patent dated December 16, 1983, filed with the General Land Office of the Bureau of Land Management as Serial Patent No. 08-84-0017.

Except therefrom: The South half of the Northwest quarter of the Southwest quarter of the Southwest quarter of said Section 11, as issued to Demetrios M. Yermanos and Anastasia D. Yermanos by Patent dated December 16, 1983, filed with the General Land Office of the Bureau of Land Management as Serial Patent No. 04-84-0018.

Except therefrom: The North half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 11, as issued to Demetrios M. Yermanos and Anastasia D. Yermanos by Patent dated December 16, 1983, filed with the General Land Office of the Bureau of Land Management as Serial Patent No. 04-84-019.

APN: 808-270-012

Parcel 1:

The South half of Section 13, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California.

APN: 808-024-004 and 808-023-027

Parcel 2:

Section 19, in Township 5 South, Range 16 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official plat thereof.

APN: 811-190-006

Parcel 3:

Section 20, Township 5 South, Range 16 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official plat thereof.

APN: 811-190-007 & 811-190-008

Parcel 4:

That portion of Section 29 and 30, lying Northerly of the State Highway in Township 5 South, Range 16 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official plat thereof.

APN: 811-201-001 & 811-201-002

Parcel 5:

That portion of Section 28, lying Northerly of the State Highway in Township 5 South, Range 16 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official plat thereof.

APN: 811-211-001

Parcel 6:

The North half of Section 23, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Reверies, State of California.

APN: 808-053-004 and 808-054-003

Parcel 7:

The Southeast 1/4 of Section 23, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California.

APN: 808-072-006

Parcel 8:

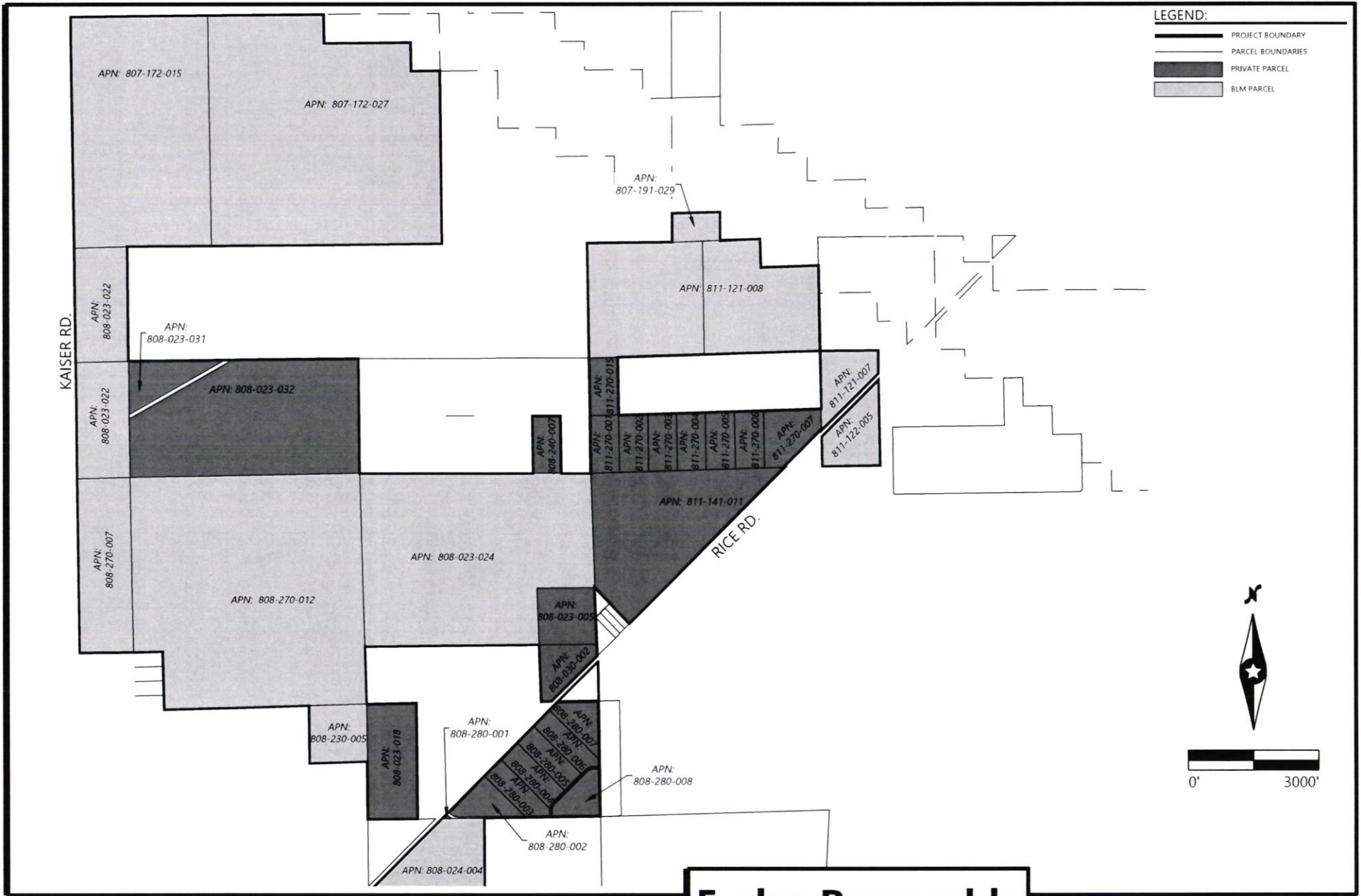
All of Section 24, Township 5 South, Range 15 East, San Bernardino Base and Meridian, in the County of Riverside, State of California. Excepting therefrom that portion conveyed by the United States of America, by patent recorded in Book 1285, Page 467, of Official Records, described as follows: The Northwest 1/4 of Southeast 1/4 of Section 24 Township 5 South, Range 15 East.

APN: 808-054-004

Development Agreement No. DA2200016

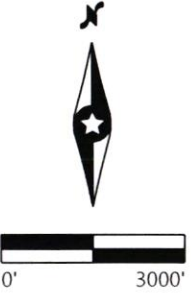
EXHIBIT "B"

Figure 1: Land Ownership



LEGEND:

- PROJECT BOUNDARY
- PARCEL BOUNDARIES
- PRIVATE PARCEL
- BLM PARCEL



Westwood

Phone (720) 531-8350 10170 Church Ranch Way, Suite #201
 Toll Free (888) 937-5150 Westminster, CO 80021
 westwoodps.com

Westwood Professional Services, Inc.

IP EASLEY, LLC
 IP EASLEY II, LLC
 IP EASLEY III, LLC

Easley Renewable Energy Project
 Riverside County, CA

FIGURE 1: LAND OWNERSHIP

DATE: 06/21/2024

Figure 2: Disturbance Area



Westwood

Phone (720) 531-8350 10170 Church Ranch Way, Suite #201
 Toll Free (888) 937-5150 Westminster, CO 80021
 westwoodps.com

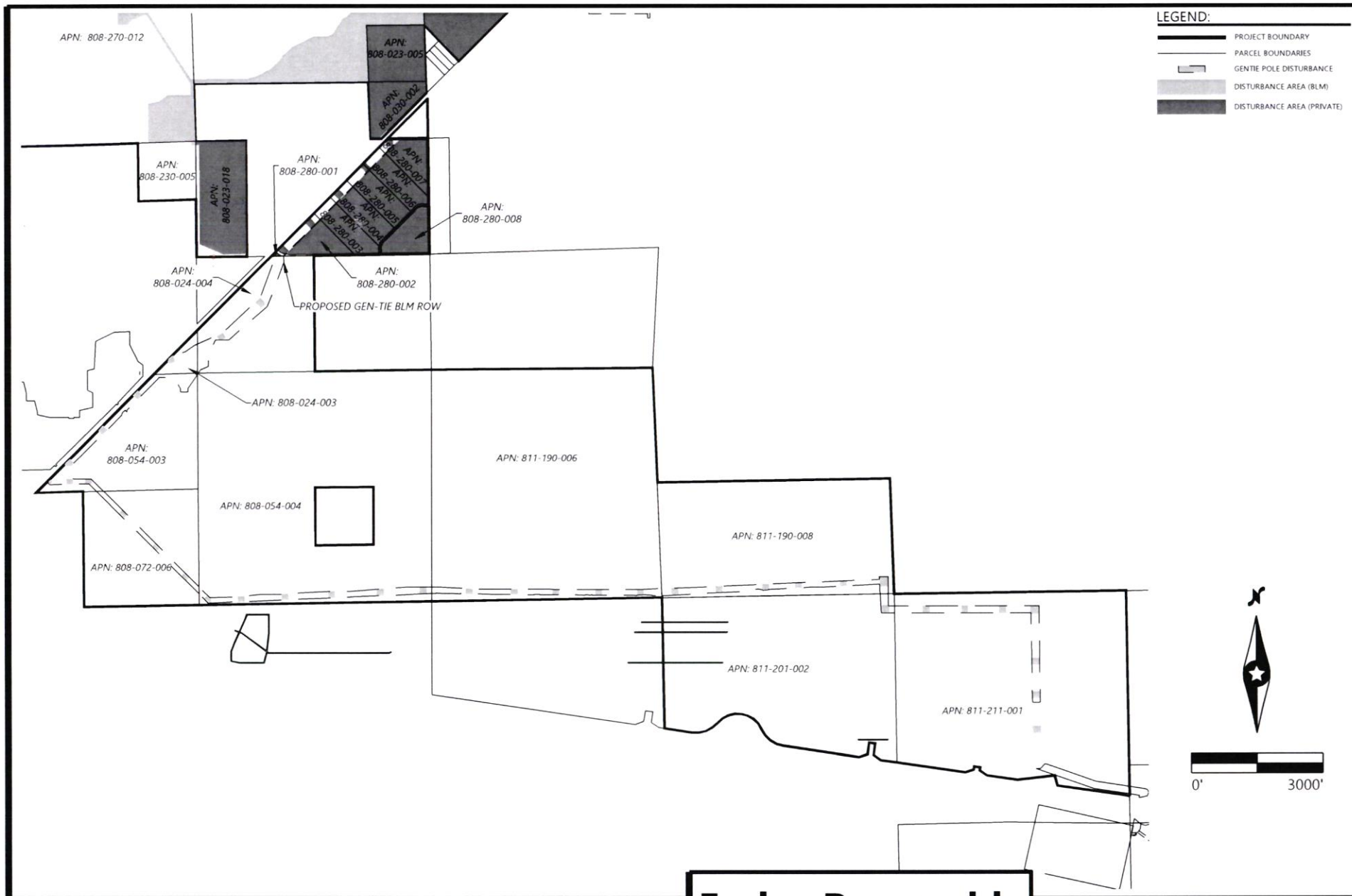
Westwood Professional Services, Inc.

IP EASLEY, LLC
 IP EASLEY II, LLC
 IP EASLEY III, LLC

**Easley Renewable
 Energy Project**
 Riverside County, CA

FIGURE 2: DISTURBANCE AREA

DATE: 06/21/2024



Westwood

Phone (720) 531-8350 10170 Church Ranch Way, Suite #201
 Toll Free (888) 937-5150 Westminster, CO 80021
 westwoodps.com

Westwood Professional Services, Inc.

IP EASLEY, LLC
 IP EASLEY II, LLC
 IP EASLEY III, LLC

**Easley Renewable
 Energy Project**
 Riverside County, CA

FIGURE 2: DISTURBANCE AREA

DATE: 06/21/2024

Development Agreement No. DA2200016

EXHIBIT "C"

APN TABLE

APN	Public or Private	Total Acreage	Disturbed Acreage
807172015	Public	382	120.7
807172027	Public	592	328.4
808023022	Public	147.2	80.3
808270007	Public	112.6	22
808270012	Public	625	140.9
808023024	Public	440.2	137.5
811121008	Public	297.3	263.4
807191029	Public	16.5	15.5
811121007	Public	35.5	30.3
811122005	Public	40.1	37.1
808230005	Public	40.3	0.2
080023030	Public	4.8	0.1
808023031	Private	31.5	22
808023032	Private	284.2	56.9
808240007	Private	20.1	17

811270015	Private	20.1	18.1
811270001	Private	20.1	11.7
811270002	Private	20.1	19.3
811270003	Private	20.1	19.3
811270004	Private	20.1	19.3
811270005	Private	20.1	19.3
811270006	Private	20.0	19.3
811270007	Private	31.5	28
811141011	Private	199.8	167.5
808023005	Private	39.6	39.3
808030002	Private	26.9	24.9
808023018	Private	69.8	61.4
808280007	Private	18.2	16.6
808280006	Private	18.7	16.9
808280005	Private	18.8	17.1
808280004	Private	18.8	17.4
808280003	Private	18.6	16.3
808280002	Private	19.1	14.7
808280001	Private	0.2	0.2
808280008	Private	19.6	19.6
Gen-Tie Parcels Below			
808024004	Public	17.8	1.0
808024003	Public	8.8	0.4

808054003	Public	18.8	2.2
808072006	Public	8.5	1.2
808054004	Public	17.3	2.8
811190006	Public	15.2	2.1
811190008	Public	17	3.3
811201002	Public	2.	0.7
811211001	Public	20.5	4.4

Subtotals	
Total Public Acreage	2859.9
Disturbed Public Acreage	1194.4
Total Private Acreage	973.4
Disturbed Private Acreage	662.1
Grand Total Acreage	3835.6
Grand Total Disturbed Acreage	1856.6

Development Agreement No. DA2200016

EXHIBIT "D"

EXISTING DEVELOPMENT APPROVALS

Conditional Use Permit No. 220021

Public Use Permit No. 230002

CEQA (EIR) SCH 2022110240

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

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

Development Agreement No. DA2200016

EXHIBIT "E"

EXISTING LAND USE REGULATIONS

1. Riverside County General Plan as amended through Resolution No. 2021-108
2. Ordinance No. 348 as amended through Ordinance No. 348.5018
3. Ordinance No. 448 as amended through Ordinance No. 448.A
4. Ordinance No. 457 as amended through Ordinance No. 457.106
5. Ordinance No. 458 as amended through Ordinance No. 458.17
6. Ordinance No. 460 as amended through Ordinance No. 460.154
7. Ordinance No. 461 as amended through Ordinance No. 461.11
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. 650.7
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. 671.22
16. Ordinance No. 673 as amended through Ordinance No. 673.7
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. 742 as amended through Ordinance No. 742.1
21. Ordinance No. 743 as amended through Ordinance No. 743.3
22. Ordinance No. 748 as amended through Ordinance No. 748.1
23. Ordinance No. 749 as amended through Ordinance No. 749.1
24. Ordinance No. 752 as amended through Ordinance No. 752.2

25. Ordinance No. 754 as amended through Ordinance No. 754.3
26. Ordinance No. 787 as amended through Ordinance No. 787.10
27. Ordinance No. 806 as amended through Ordinance No. 806
28. Ordinance No. 810 as amended through Ordinance No. 810.3
29. Ordinance No. 817 as amended through Ordinance No. 817.1
30. Ordinance No. 824 as amended through Ordinance No. 824.17
31. Ordinance No. 847 as amended through Ordinance No. 847.1
32. Ordinance No. 859 as amended through Ordinance No. 859.3
33. Ordinance No. 875 as amended through Ordinance No. 875.1
34. Ordinance No. 915 as amended through Ordinance No. 915
35. Ordinance No. 925 as amended through Ordinance No. 925.1
36. Ordinance No. 926 as amended through Ordinance No. 926
37. Ordinance No. 927 as amended through Ordinance No. 927.2
37. Ordinance No. 931 as amended through Ordinance No. 931
34. Resolution No. 2020 -0124 Establishing Procedures and Requirements of the County
of Riverside for the Consideration of Development Agreements
39. Board of Supervisors Policy No. B-29 as amended May 21, 2013

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

Development Agreement No. DA2200016

EXHIBIT "F"

SOLAR POWER PLANT

The OWNERS propose to construct, operate, maintain, and decommission an up-to 400 megawatt (MW) photovoltaic (PV) electrical generation and storage facility and associated infrastructure in unincorporated Riverside County, California, to be known as the Easley Renewable Energy Project. Approximately 662.2 acres of privately owned land would be included in the project, with the remainder of the project to be developed on public land, including within a Right-of-Way covering up to approximately 1,856.6 acres administered by the Bureau of Land Management (BLM). The Project would generate, store, and ultimately deliver solar-generated power to the California electrical grid through an interconnection at the Red Bluff Substation owned by Southern California Edison. The Project's generation tie line would initially connect to the Oberon Renewable Energy Project onsite substation prior to delivering power to the Red Bluff Substation, which is adjacent to the Easley Project and owned by Intersect Power.

The project would be constructed in three phases. Phase 1 would be owned by IP Easley, LLC, Phase 2 would be owned by IP Easley II, LLC and Phase 3 would be owned by IP Easley III, LLC. Shared facilities would be owned jointly and constructed by IP Easley, LLC.

The Project would operate year-round and would produce up to a total of 400 MW of electricity.

Development Agreement No. DA2200016

EXHIBIT "G"

SOLAR POWER PLANT NET ACREAGE

Easley Parties	
Private Land Solar, Electrical Facility, battery energy storage system (BESS) (max)	662.2
BLM Land Solar (max)	1,194.4
Private Land Gen-tie Pole/Buried Line Disturbance (max)	2.60
BLM Land Gen-tie Pole/Buried Line Disturbance (max)	18

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

Development Agreement No. DA2200016

EXHIBIT "H"

SOLAR POWER PLANT PHASED NET ACREAGE

Phased acreages:

Phase 1: IP Easley, LLC

Private Land Solar, Electrical Facility, BESS (max).....483.5
BLM Land Solar (max).....375.4
Private Land Gen-tie Pole/Buried Line Disturbance (max).....1.3
BLM Land Gen-tie Pole/Buried Line Disturbance (max).....9.0

Phase 1 Subtotal.....869.2ac

Phase 2: IP Easley II, LLC

Private Land Solar, Electrical Facility, BESS (max).....154.5 BLM Land
Solar (max).....801.0 Private Land Gen-tie
Pole/Buried Line Disturbance (max).....1.3 BLM Land Gen-tie Pole/Buried Line
Disturbance (max).....9.0

Phase 2 Subtotal.....965.8ac

Phase 3: IP Easley III, LLC

Private Land Electrical Facility, BESS/ substation(max).....21.6 ac BLM Land
Electrical Facility, BESS (max).....0 ac Private Land Gen-tie
Pole/Buried Line Disturbance (max)0 ac BLM Land Gen-tie Pole/Buried Line
Disturbance (max)0 ac

Phase 3 Subtotal..... 21.6 acres

Development Agreement No. DA2200016

EXHIBIT "I"

ANNUAL REVIEW 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. DA1900001

Effective Date of Development Agreement: _____

Developer/Owner: _____

Project Name: _____

Permit Number(s): _____

APN Number(s): _____

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

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

* * *

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

Signature of Developer/Owner: _____

Print Name and Title: _____

* * *

[TO BE COMPLETED BY COUNTY]

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

TLMA Director: _____

Signature: _____

Date: _____

Development Agreement No. DA2200016
EXHIBIT "J"

PROPERTY OWNER CONTACT INFORMATION

Landowner Address	APN	Phone Number	Email
American Coal Liquefaction, LLC Attn: Phil Percival PO Box 943 Winchester, CA 92565	808-023-005 808-030-002	(951) 923-9200	asset19@gmail.com
Blowers Family Trust Dated 01/18/2002 Attn: Terri McDonagh 11720 Kitching Street Moreno Valley, CA 92557 and MiJo Investments, LP Attn: Michele Coudures 2273 Suree Ellen Lane Altadena, CA 91001	808-280-001 808-280-002 808-280-003 808-280-004 808-280-005 808-280-006 808-280-007 808-280-008	Michele: (626) 437-1646 Terri: (951) 961-2651	ma.coudures946@gmail.com terrilmcdonagh@gmail.com
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The Benedicto M. Estoesta and Divina Gracia A. Estoesta Revocable Living Trust PO Box 1570 Valley Spring, CA 95252	808-023-031 808-023-032	Divina: (209) 772-8827 Miranda: (209) 772-8906 Gracie: (209) 479-2310 Clinic: (209) 772-8906	graceestoesta@sbcglobal.net
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