

2025-0310014

10/09/2025 08:33 AM Fee: \$ 0.00

Page 1 of 67

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

2148

DEVELOPMENT AGREEMENT NO. 2200018

A DEVELOPMENT AGREEMENT BETWEEN

COUNTY OF RIVERSIDE

AND

SAPPHIRE SOLAR, LLC

SEP 09 2025 3.27

TABLE OF CONTENTS

| | |
|--|---|
| RECITALS | 1 |
| COVENANTS | 2 |
| 1. DEFINITIONS AND EXHIBITS | 2 |
| 1.1 Definitions | 2 |
| 1.1.1 "Agreement" | 2 |
| 1.1.2 "Base Payment" | 2 |
| 1.1.3 "COUNTY" | 3 |
| 1.1.4 "Development" | 3 |
| 1.1.5 "Development Approvals" | 3 |
| 1.1.6 "Development Exaction" | 3 |
| 1.1.7 "Development Plan" | 3 |
| 1.1.8 "Effective Date" | 3 |
| 1.1.9 "Existing Development Approvals" | 3 |
| 1.1.10 "Existing Land Use Regulations" | 3 |
| 1.1.11 "Fiscal Year" | 4 |
| 1.1.12 "Land Use Regulations" | 4 |
| 1.1.13 "Local Sales and Use Taxes" | 4 |
| 1.1.14 "Mortgagee" | 4 |
| 1.1.15 "OWNER" | 4 |
| 1.1.16 "Project" | 4 |
| 1.1.17 "Property" | 4 |

| | | |
|--------|---|----|
| 1.1.18 | “Property Owner” | 4 |
| 1.1.19 | “Reservations of Authority” | 4 |
| 1.1.20 | “Solar Power Plant” | 5 |
| 1.1.21 | “Solar Power Plant Net Acreage” | 5 |
| 1.1.22 | “Subsequent Development Approvals” | 5 |
| 1.1.23 | “Subsequent Land Use Regulations” | 5 |
| 1.1.24 | “Transfer” | 5 |
| 1.2 | Exhibits | 5 |
| 2. | GENERAL PROVISIONS | 6 |
| 2.1 | Binding Effect of Agreement | 6 |
| 2.2 | Ownership of Property | 6 |
| 2.3 | Term | 6 |
| 2.4 | Transfer | 6 |
| 2.4.1 | Right of Transfer | 6 |
| 2.4.2 | Release of Transferring Owner | 7 |
| 2.4.3 | Subsequent Transfer | 7 |
| 2.5 | Amendment or Cancellation of Agreement | 7 |
| 2.6 | Termination | 7 |
| 2.7 | Notices | 8 |
| 3. | DEVELOPMENT OF THE PROPERTY | 10 |
| 3.1 | Rights to Develop | 10 |
| 3.2 | Effect of Agreement on Land Use Regulations | 10 |
| 3.3 | Timing of Development | 10 |

| | | |
|-------|--|----|
| 3.4 | Phasing Plan | 10 |
| 3.5 | Changes and Amendments | 11 |
| 3.6 | Reservations of Authority | 11 |
| 3.6.1 | Limitations, Reservations and Exceptions | 11 |
| 3.6.2 | Subsequent Development Approvals | 12 |
| 3.6.3 | Modification or Suspension by State or Federal Law | 12 |
| 3.6.4 | Intent | 13 |
| 3.7 | Public Works | 13 |
| 3.8 | Provision of Real Property Interests by COUNTY | 13 |
| 3.9 | Regulation by Other Public Agencies | 13 |
| 3.10 | Tentative Tract Map Extension | 14 |
| 3.11 | Vesting Tentative Maps | 14 |
| 3.12 | Role of PROPERTY OWNERS..... | 14 |
| 4. | PUBLIC BENEFITS | 14 |
| 4.1 | Intent | 14 |
| 4.2 | Annual Public Benefit Payment | 14 |
| 4.2.1 | Initial Annual Public Benefit Payment | 15 |
| 4.2.2 | Subsequent Annual Public Benefit Payments | 15 |
| 4.2.3 | Suspension of Power Production | 15 |
| 4.2.4 | Continuation of Payments | 15 |
| 4.3 | Local Sales and Use Taxes | 15 |
| 4.4 | Development Impact Fees | 17 |
| 5. | FINANCING OF PUBLIC IMPROVEMENTS | 18 |

| | | |
|-----|---|----|
| 6. | REVIEW FOR COMPLIANCE | 18 |
| 6.1 | Annual Review | 18 |
| 6.2 | Special Review | 19 |
| 6.3 | Procedure | 19 |
| 6.4 | Proceedings Upon Modification or Termination | 19 |
| 6.5 | Hearing on Modification or Termination | 20 |
| 6.6 | Certificate of Agreement Compliance | 20 |
| 7. | INCORPORATION AND ANNEXATION | 20 |
| 7.1 | Intent | 20 |
| 7.2 | Incorporation | 20 |
| 7.3 | Annexation | 20 |
| 8. | DEFAULT AND REMEDIES | 20 |
| 8.1 | Remedies in General | 20 |
| 8.2 | Specific Performance | 21 |
| 8.3 | General Release | 21 |
| 8.4 | Termination or Modification of Agreement for Default of OWNER | 22 |
| 8.5 | Termination of Agreement for Default of COUNTY | 22 |
| 8.6 | Attorneys' Fees..... | 22 |
| 9. | THIRD PARTY LITIGATION | 23 |
| 9.1 | General Plan Litigation | 23 |
| 9.2 | Third Party Litigation Concerning Agreement | 23 |
| 9.3 | Indemnity | 23 |
| 9.4 | Environment Assurances | 24 |

| | | |
|-------|--|----|
| 9.5 | Reservation of Rights | 24 |
| 9.6 | Survival | 24 |
| 9.7 | Exclusion of PROPERTY OWNERS..... | 24 |
| 10. | MORTGAGEE PROTECTION | 24 |
| 11. | MISCELLANEOUS PROVISIONS | 25 |
| 11.1 | Recordation of Agreement | 25 |
| 11.2 | Entire Agreement | 25 |
| 11.3 | Severability | 26 |
| 11.4 | Interpretation and Governing Law | 26 |
| 11.5 | Section Headings | 26 |
| 11.6 | Gender and Number | 26 |
| 11.7 | Joint and Several Obligations | 26 |
| 11.8 | Time of Essence | 26 |
| 11.9 | Waiver | 26 |
| 11.10 | No Third Party Beneficiaries | 26 |
| 11.11 | Force Majeure | 26 |
| 11.12 | Mutual Covenants | 27 |
| 11.13 | Successors in Interest | 27 |
| 11.14 | Counterparts | 27 |
| 11.15 | Jurisdiction and Venue | 27 |
| 11.16 | Project as a Private Undertaking | 27 |
| 11.17 | Further Actions and Instruments | 27 |
| 11.18 | Eminent Domain | 28 |

| | |
|---|----|
| 11.19 Agent for Service of Process | 28 |
| 11.20 Designation of COUNTY Officials | 28 |
| 11.21 Authority to Execute | 28 |
| SIGNATURES | 29 |

DEVELOPMENT AGREEMENT NO. 2200018

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"), Sapphire Solar, LLC (hereinafter "OWNER"), and the following property owners: EDF power solutions Development, Inc., Tafazoli Family Trust, Ravi Madan, Reza Sarmadi, and Paul Vanderhorst (hereinafter "PROPERTY OWNERS" and each, respectively, a "PROPERTY OWNER").

RECITALS

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

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

WHEREAS, COUNTY Board of Supervisors Policy No. B-29 provides for OWNER and 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 OWNER

by granting vested rights to develop the Property in accordance with the provisions of this Agreement; and

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

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

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

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

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

WHEREAS, OWNER is both a PROPERTY OWNER and an OWNER under this Agreement, but will remain subject to all rights and responsibilities as OWNER 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 Board of Supervisors Policy No. B-29 and Subsections 4.2.1 and 4.2.2 of this Agreement and increased annually by 2% from and after 2013 (currently \$191 per acre in 2025). If, after the Effective Date, COUNTY decreases the rate of the Base Payment amount under Board of Supervisors Policy No. B-29, OWNER shall pay the reduced rate in effect at the

time of payment.

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, as applicable: 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 Project including, but not limited to, as applicable:

- (a) Specific plans and specific plan amendments;
- (b) Zoning;
- (c) Conditional use permits, public use permits and plot plans;
- (d) Tentative and final subdivision and parcel maps;
- (e) Grading and building permits;
- (f) Agricultural preserve diminishment and Williamson Act cancellations; and
- (g) Such other permits or entitlements necessary from COUNTY for construction and operation of the Project.

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

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

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

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

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in

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

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

1.1.12 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of COUNTY governing the development and use of land, including, without limitation, as applicable, 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, other than the encroachment permit described in Section 3.6.2;
- (e) The exercise of the power of eminent domain.

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

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

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

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

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

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

1.1.19 "Reservations of Authority" means the rights and authority excepted from

the assurances and rights provided to OWNER under this Agreement and reserved to COUNTY under Section 3.6 of this Agreement.

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

1.1.21 "Solar Power Plant Net Acreage" means the area of all parts of the Property, and any other real property which is part of the Solar Power Plant, that is involved in the production, storage or transmission of power. "Solar Power Plant Net Acreage" includes, but is not limited to, all areas occupied by the power block, solar collection equipment, spaces contiguous to solar collection equipment, transformers, transmission lines and piping, transmission facilities, buildings, structures, service roads (regardless of surface type and including service roads between collectors), and fencing surrounding all such areas. "Solar Power Plant Net Acreage" shall not include any access roads outside the Property, and shall not include any areas specifically designated and set aside either as environmentally sensitive land, conservation land or open space land, or set aside for reburial of cultural resources, and shall not include the fencing of such designated lands. The projected Solar Power Plant Net Acreage under the Existing Development Approvals is 1,023 acres and is described and shown on Exhibit "F" to this Agreement. In the event the OWNER decides not to develop all acres approved for development or the Project acreage 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 change and such recalculated Solar Power Plant Net Acreage shall be used for all purposes under this Agreement after the effective date of such change.

1.1.22 "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 Plan in accordance with the Development Plan as it exists on the Effective Date.

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

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

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

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

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

Exhibit "C" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" -- Solar Power Plant.

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

Exhibit "G" -- Property Owner Contact Information.

Exhibit "H" -- Annual Review Report Template

2. GENERAL PROVISIONS.

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

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

2.3 Term. The term of 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 AND OWNER shall have the right to transfer the Property and OWNER 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 Property.

(b) Concurrent with any such transfer, or within fifteen (15) business days thereafter, the transferring PROPERTY OWNER(S) and/or OWNER shall notify COUNTY, in writing, of such transfer and shall provide COUNTY with an executed agreement by the transferee, in a form acceptable to COUNTY, 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 OWNER(S), as appropriate, under this Agreement.

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

2.4.2 Release of Transferring Owner. Notwithstanding any transfer, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by COUNTY, 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 OWNER in the manner provided for in Government Code Section 65868. All PROPERTY OWNERS hereby, in consideration of the mutual undertakings and benefits related to OWNER's entitling of the Property, assign to OWNER 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) Cancellation of this Agreement by the parties pursuant to 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:

Devon Muto Vice President –EDF power solutions Development, Inc.
15445 Innovation Drive
San Diego, CA 92128
Telephone: (858) 521-3300
Email: Devon.muto@efd-re.com

with a copy to:

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

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Existing Development Approvals shall not expire and shall remain valid for the Term of this Agreement as 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 an expedited manner as required by Board of Supervisors Policy No. B-29 and Board of Supervisors Policy A-32's expedited entitlement process under the Fast Track Program.

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

3.4 Phasing Plan. Development of the Property shall be subject to all timing and phasing requirements established by the Development Plan, including 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 construction on federal public lands. Construction is anticipated to 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 OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and COUNTY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in COUNTY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

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

3.6 Reservations of Authority.

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

- (a) Processing fees and charges of every kind and nature imposed by COUNTY to cover the estimated actual costs to COUNTY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
- (c) Regulations governing construction standards and specifications

including, without limitation, the Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code applicable in the County.

(d) Regulations imposing Development Exactions. In light of the substantial public benefits conferred by Owner under Section 4 of this Agreement, no subsequently adopted Development Exaction shall be applicable to development of the Property for a period of ten years from the Effective Date of this Agreement ("Exaction Safe Harbor"). After the Exaction Safe Harbor expires, no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the COUNTY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan or have a material adverse impact on the Project.

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

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

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

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent COUNTY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent COUNTY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan. However, notwithstanding the foregoing or anything to the contrary contained in the Existing Land use Regulations or in the Municipal Code of COUNTY, OWNER shall have the right to install infrastructure associated with the Solar Power Plant in all public rights of way which have not been improved, based on an encroachment permit only and without the need for a franchise from COUNTY. Notwithstanding the foregoing, OWNER shall pay the Base Payment, as provided in this Agreement.

3.6.3 Modification or Suspension by State or Federal Law. In the event that

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

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

3.7 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to COUNTY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to COUNTY or such other public agency if it would have undertaken such construction; provided, however, that application of the foregoing provision will not in and of itself, require OWNER to comply with California Labor Code 1720 et seq. or the requirements of the California Public Contract Code.

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

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of COUNTY possess authority to regulate aspects of the development of the Property separately from or jointly with COUNTY and this Agreement does not limit the authority of such other public agencies. For example, pursuant to Government Code Section 66477 and Section 10.35 of Riverside County Ordinance No. 460, another local

public agency may provide local park and recreation services and facilities and in that event, it is permitted, and therefore shall be permitted by the parties, to participate jointly with COUNTY to determine the location of land to be dedicated or in lieu fees to be paid for local park purposes, provided that COUNTY shall exercise its authority subject to the terms of this Agreement.

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

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

3.12 Role of PROPERTY OWNERS. The parties recognize that the PROPERTY OWNERS are required to sign this Agreement pursuant to the terms of 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. However, any PROPERTY OWNER that is also an OWNER shall 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 benefit the public interest in that it will provide renewable energy to the State of California and will lower the production of carbon dioxide (CO₂) as compared to non-renewable sources of electricity. Nevertheless, such benefits occur on a national, statewide and regional level at the expense of long-term alteration of the local landscape that precludes other uses. Because this Agreement confers substantial private benefits on OWNER, it should be balanced by commensurate public benefits. Accordingly, the OWNER shall provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of public interests.

4.2 Annual Public Benefit Payments.

4.2.1 Initial Annual Public Benefit Payment. Prior to the issuance of the first grading 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 and each September 30th thereafter during the term of the Agreement, OWNER shall pay to COUNTY an amount equal to the Base Payment.

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

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

4.3. Local Sales and Use Taxes. OWNER and COUNTY acknowledge and agree that solar power plant owners have substantial control with respect to sales and use taxes payable in connection with the construction of a solar power plant and a corresponding responsibility to

assure that such sales and use taxes are reported and remitted to the California 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, OWNER shall do the following consistent with law:

(a) If OWNER meets the criteria set forth in applicable CDTFA regulations and policies, 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) OWNER shall use good faith, diligent efforts to 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, 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 the 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 OWNER, its contractors, and all Major Subcontractors. OWNER shall provide updates to COUNTY of the information required under this section within thirty (30) days of any changes to the same, including the addition of any contractor or Major Subcontractor.

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

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

(f) OWNER shall deliver to COUNTY or its designee (as provided in section (g) below) copies of all sales and use tax returns pertaining to the Solar Power Plant filed by the OWNER, its contractors and Major Subcontractors. Such returns shall be delivered to COUNTY or its designee within thirty (30) days of filing with the 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) OWNER understands and agrees that COUNTY may, in its sole discretion, select and retain the services of a private sales tax consultant with expertise in California sales and use taxes to assist in implementing and enforcing compliance with the provisions of this Agreement and that OWNER shall be responsible for all reasonable costs incurred for the services of any such private sales tax consultant and shall reimburse COUNTY within thirty (30) days of written notice of the amount of such costs.

4.4 Development Impact Fees 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."

OWNER and COUNTY acknowledge and agree that solar power plants do not present the same Facilities needs as other new residential, commercial, or industrial development. OWNER 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, less Project acres on federal lands, which are not subject to COUNTY land use jurisdiction. In addition, OWNER will pay an Additional Community Benefit Fee (CBF) of \$430.00 per acre as determined by the Solar Power Plant Net Acreage less Project acres on federal lands, which are not subject to COUNTY land use jurisdiction. The OWNER 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 has been calculated to cover the entire development, including but not limited to all generation-tie transmission line facilities, Project improvements and solar arrays as identified in the EIR, to the extent they are on lands subject to COUNTY land use jurisdiction.

(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 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 the Project within ten (10) 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 OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER also agrees that it will not initiate and/or cooperate in the formation of any such special assessment district, community facilities district or alternate financing mechanism involving any other public agency without the prior written consent of the COUNTY.

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

(a) In the event the OWNER and/or one or more PROPERTY OWNER(S) 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 and/or PROPERTY OWNER(S) prior to completion of any such conveyance.

(b) If OWNER or a PROPERTY OWNER is in default in the payment of any taxes and/or assessments, the 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 Transportation and Land Management Agency Director ("TLMA Director"), in consultation with the County Executive Officer and County Counsel, shall review this Agreement annually, on or before the September 15th of each year commencing

on the September 15th at least six (6) months after the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. On or before July 1st of each year, OWNER shall submit an annual monitoring report, in a form specified by the TLMA Director, and consistent with the template attached hereto as Exhibit "H," providing all information necessary to evaluate such good faith compliance as determined by the TLMA Director.

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

6.3 Procedure.

(a) During either an annual review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the party claiming that OWNER has not demonstrated good faith compliance with the terms of the Agreement.

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

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

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

6.4 Proceedings Upon Modification or Termination. If, upon a preliminary finding under Section 6.3, COUNTY determines to proceed with modification or termination of this Agreement, COUNTY shall give written notice to OWNER and PROPERTY 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(S) 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(S) and/or 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(S) and/or 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(S) and/or OWNER. If the Board of Supervisors finds, based upon substantial evidence, that the PROPERTY OWNER(S) or/or OWNER has not complied in good faith with the terms or conditions of the Agreement, the Board of Supervisors may terminate this Agreement or modify this Agreement with respect to that PROPERTY OWNER(S) and/or 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, OWNER is found to be in compliance with this Agreement, COUNTY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent annual or special review and based upon the information known or made known to the TLMA Director and Board of Supervisors that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after an annual or a special review and shall state the anticipated date of commencement of the next annual review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by transferees or OWNER, COUNTY shall not be bound by a Certificate if a default existed at the time of the annual 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 PROPERTY OWNER(S) and/or OWNER and COUNTY shall oppose, in accordance with the procedures provided by law, the annexation to any city of all or any portion of the Property unless the PROPERTY OWNER(S), OWNER, and COUNTY give written consent to such annexation.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that COUNTY would not

have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that COUNTY shall not be liable in damages to PROPERTY OWNERS or OWNER, or to any successor in interest of PROPERTY OWNERS and/or OWNER, or to any other person, and PROPERTY OWNERS and OWNER 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, OWNER's liability to COUNTY in connection with this Agreement shall be limited to direct damages and shall exclude any other liability, including, without limitation, liability for special indirect, punitive or consequential damages in contract, tort warranty, strict liability or otherwise.

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

- (a) Money damages are unavailable against COUNTY as provided in Section 8.1 above.
- (b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, PROPERTY OWNERS and OWNER may be foreclosed from other choices they may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 General Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Subsection 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 claim or liability 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 KO
PROPERTY OWNER Initials AP PROPERTY OWNER Initial _____
PROPERTY OWNER Initials _____ PROPERTY OWNER Initials _____
PROPERTY OWNER Initials _____

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

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 claim or liability 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 _____

PROPERTY OWNER Initials FT

PROPERTY OWNER Initial JD

PROPERTY OWNER Initials _____

PROPERTY OWNER Initials _____

PROPERTY OWNER Initials _____

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

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 claim or liability 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 _____

PROPERTY OWNER Initials RM PROPERTY OWNER Initial _____

PROPERTY OWNER Initials _____ PROPERTY OWNER Initials _____

PROPERTY OWNER Initials _____

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

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 claim or liability 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 _____

PROPERTY OWNER Initials  _____ PROPERTY OWNER Initial _____

PROPERTY OWNER Initials _____ PROPERTY OWNER Initials _____

PROPERTY OWNER Initials _____

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

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 claim or liability 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 _____

PROPERTY OWNER Initials _____

PROPERTY OWNER Initial RS

PROPERTY OWNER Initials _____

PROPERTY OWNER Initials _____

PROPERTY OWNER Initials _____

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.5 herein, COUNTY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, COUNTY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, 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. OWNER may terminate this Agreement only in the event of a default by COUNTY in the performance of a material term of this Agreement and only after providing written notice to COUNTY of default setting forth the nature of the default and the actions, if any, required by COUNTY to cure such default and, where the default can be cured, COUNTY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, 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. PROPERTY OWNERS and OWNER 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 PROPERTY OWNERS and OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless COUNTY, its officers, agents, employees and independent contractors from any claim, action or proceeding against COUNTY, its officers, agents, employees or independent contractors to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. COUNTY shall promptly notify OWNER of any such claim, action or proceeding, and COUNTY shall cooperate in the defense. If COUNTY fails to promptly notify OWNER of any such claim, action or proceeding, or if COUNTY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless COUNTY. COUNTY may in its discretion participate in the defense of any such claim, action or proceeding. In response to any third-party litigation concerning this Agreement, OWNER may alternatively, in its sole discretion, (1) abandon the Development Plan and terminate its payment obligations under this Agreement or (2) settle with third party litigants, provided that such settlement does not require changes in the Development Plan that must be approved by COUNTY.

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

OWNER shall defend, at its expense, including attorneys' fees, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. COUNTY may in its discretion participate in the defense of any such legal action.

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

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, COUNTY reserves the right to approve the attorney(s) which OWNER selects, hires or otherwise engages to defend COUNTY hereunder, which approval shall not be unreasonably withheld.

9.6 Survival. The provisions of Sections 8.1 through 8.3, inclusive, Section 8.6 and Sections 9.1 through 9.7, 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 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 a PROPERTY OWNER or OWNER with an interest in the Property or relevant part thereof in the performance of that PROPERTY OWNER 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 a PROPERTY OWNER or 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 the PROPERTY OWNER or 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 Several Obligations. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS.

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

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

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

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or

delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

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

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

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

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

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

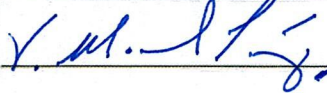
11.20 Designation of COUNTY Officials. Except for functions to be performed by the Board of Supervisors, COUNTY may, at any time and in its sole discretion, substitute any COUNTY official to perform any function identified in this Agreement as the designated responsibility of any other official. COUNTY 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 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: OCT 09 2025

By 

V. Manuel Perez, Chairman, Board of Supervisors

ATTEST:

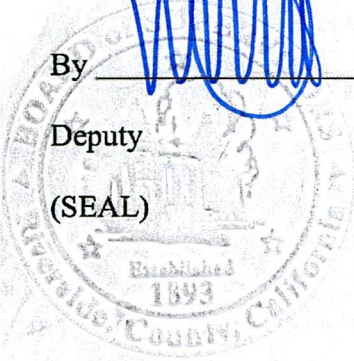
KIMBERLY RECTOR

Clerk of the Board


By 

Deputy

(SEAL)



FORM APPROVED COUNTY COUNSEL

BY:  0-25-25
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.

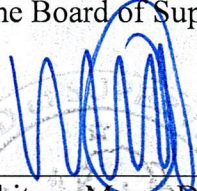
STATE OF CALIFORNIA }
 } §
COUNTY OF RIVERSIDE }

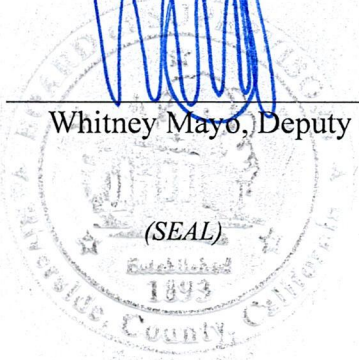
On October 9, 2025, before me, Whitney Mayo, a COB Assistant, personally appeared V. Manuel Perez, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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: 
Whitney Mayo, Deputy Clerk



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: 10/09/2025

Signature: _____

Print Name: Whitney Mayo, Clerk of the Board Assistant

OWNER:

Sapphire Solar, LLC, a Delaware Limited Liability Company

Dated: _____

By: Kathryn L. O'Hair
Name: Kathryn O'Hair
Title: President



STATE OF Minnesota

}
} ss
}

COUNTY OF Hennepin

This instrument was acknowledged before me on July 02, 2025, by Kathryn O'Hair, President of Sapphire Solar, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Signature of Notary Public
Place Notary Stamp or Seal Above

PROPERTY OWNER:

EDF power solutions Development, Inc., a Delaware corporation (f/k/a EDF Renewables Development, Inc., a Delaware corporation)

Dated: 7/22/25

By: [Signature]
Name: Ryan Pfaff
Title: EVP Grid-Scale Power

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On July 22nd, 2025, before me, Rachel Robles-Krekeler, a Notary Public, personally appeared Ryan Pfaff, 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(~~ies~~) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Notary's Signature



[Notarial Seal]

OWNER:

Sapphire Solar, LLC,
a Delaware Limited Liability Company

By: EDF power solutions Development, Inc.
Its Manager

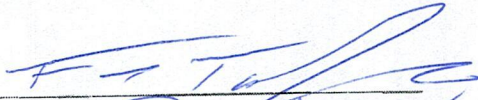
Dated: _____

By: _____
Tristan Grimbert

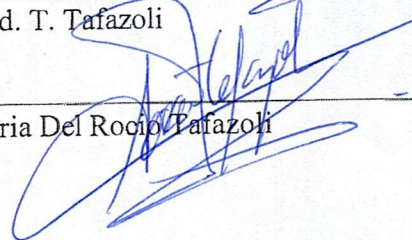
PROPERTY OWNER:

Fred T. Tafazoli and Maria Del Rocio Tafazoli,
Trustees of the Tafazoli Family Trust

Dated: 31/07/25

By: 
Fred. T. Tafazoli

Dated: 31/07/25

By: 
Maria Del Rocio Tafazoli

PROPERTY OWNER:

Ravi Madan,

Dated: _____

By: _____
Ravi Madan

PROPERTY OWNER:

Reza Sarmadi,

Dated: _____

By: _____
Reza Sarmadi

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 United Mexican States
State of Jalisco
City of Puerto Vallarta } ss:
Consular Agency
County of United States of America

On 07/31/2025, before me Joseph A. Boudry, Notary Public personally appeared MARIA DEL ROCIO TAFAZOLI & FRED TAGHI TAFAZOLI, 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Notary Public

COMMISSION EXPIRES: INDEFINITE



OWNER:

Sapphire Solar, LLC,
a Delaware Limited Liability Company

By: EDF power solutions Development, Inc.
Its Manager

Dated: _____

By: _____
Tristan Grimbert

PROPERTY OWNER:

Fred T. Tafazoli and Maria Del Rocio Tafazoli,
Trustees of the Tafazoli Family Trust

Dated: _____

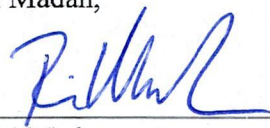
By: _____
Fred. T. Tafazoli

Dated: _____

By: _____
Maria Del Rocio Tafazoli

PROPERTY OWNER:

Ravi Madan,

By:  _____
Ravi Madan

Dated: 07/28/25

→
see Attachment
Anthony Ruiz
Notary Public
07/28/2025
AK

PROPERTY OWNER:

Reza Sarmadi,

By: _____
Reza Sarmadi

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

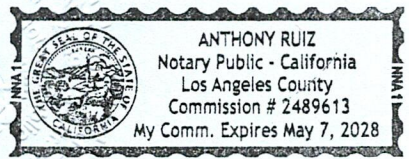
State of California)
County of Los Angeles)
On July 28, 2025 before me, Anthony Ruiz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Ravi Madan
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: A Development Agreement Document Date: 07/28/2025
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: Ravi Madan Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

PROPERTY OWNER:

Paul Vanderhorst,

Dated: July 18, 2025

By: 

Paul Vanderhorst

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

SEE ATTACHED
CALIFORNIA NOTARY
Edd 07/18/2025

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of SACRAMENTO }

On 07/18/2025 before me, E.C. HOKOM, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared PAUL VANDERHORST,
 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.

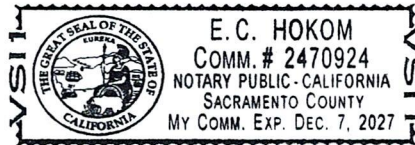
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

E.C. Hokom

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

DEVELOPMENT

(Title or description of attached document)

AGREEMENT

(Title or description of attached document continued)

Number of Pages 1 Document Date 07/18/25

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

OWNER:

Sapphire Solar, LLC,
a Delaware Limited Liability Company

By: EDF power solutions Development, Inc.
Its Manager

Dated: _____

By: _____
Tristan Grimbert

PROPERTY OWNER:

Fred T. Tafazoli and Maria Del Rocio Tafazoli,
Trustees of the Tafazoli Family Trust

Dated: _____

By: _____
Fred. T. Tafazoli

Dated: _____

By: _____
Maria Del Rocio Tafazoli

PROPERTY OWNER:

Ravi Madan,

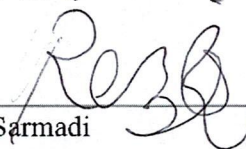
Dated: _____

By: _____
Ravi Madan

PROPERTY OWNER:

Reza Sarmadi,

Dated: 7/22/25

By: 
Reza Sarmadi

Acknowledgment

State of Utah)

County of Utah)

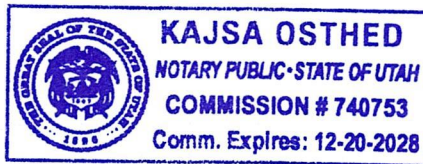
On this 22 day of July, in the year 2029, before me, Kajsa Osthed a notary
date month year notary public name

public, personally appeared Reza Sarmadi, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged
(he/she/they) executed the same.

Witness my hand and official seal.

Kajsa Osthed
(notary signature)



(seal)

Development Agreement No. 2200018

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Sapphire Solar

Project Boundary

Private Lands

San Bernardino Meridian, California

T. 4 S., R. 15 E.,

- A) Sec. 36, SW1/4, S1/2 NW1/4 SE1/4, S1/2 SE1/4
APN 807-172-010 & 807-172-011

T. 5 S., R. 15 E.,

- B) Sec. 1, NW1/4, NE1/4, SW1/4, N1/2 SE1/4, SW1/4 SE1/4
APN 808-250-001, 808-250-002, 808-250-003, 808-250-004, 808-250-013, 808-250-014, 808-250-015, 808-250-016, 808-250-005, 808-250-006, 808-250-007, 808-250-008, 808-250-009, 808-250-010, 808-250-011, 808-250-012, 808-240-001, 808-240-002, 808-240-003, 808-240-004, 808-240-013, 808-240-014, 808-240-015, 808-240-016, 808-240-009, 808-240-010, 808-240-011, 808-240-012, 808-240-005 & 808-240-006

T. 5 S., R. 16 E.,

- C) Sec. 6, N1/2 LOT 1 SW1/4, N1/2 SE1/4
APN 811-270-012, 811-270-013, 808-270-008, 808-270-009, 808-270-010 & 808-270-011.

Public Lands

None

Linear Facilities (Sapphire Specific)

Private Lands

None

Public Lands

Linear Facility Route A

San Bernardino Meridian, California

T. 4 S., R. 15 E.,

- E) Sec. 34, E1/2 SW1/4, SE1/4
APN 807-172-015 & 807-171-003
- F) Sec. 35, SW1/4, SE1/4
APN 807-172-027

Linear Facility Route B

San Bernardino Meridian, California

T. 5 S., R. 16 E.,

- G) Sec. 6, LOT 1 NW1/4, LOT 1 NE1/4
APN 811-121-008
- H) Sec. 5, NW1/4 SW1/4, SW1/4 SW1/4
APN 811-121-007 & 811-122-005

Development Agreement No. 2200018

EXHIBIT "B"

MAP SHOWING PROPERTY AND ITS LOCATION

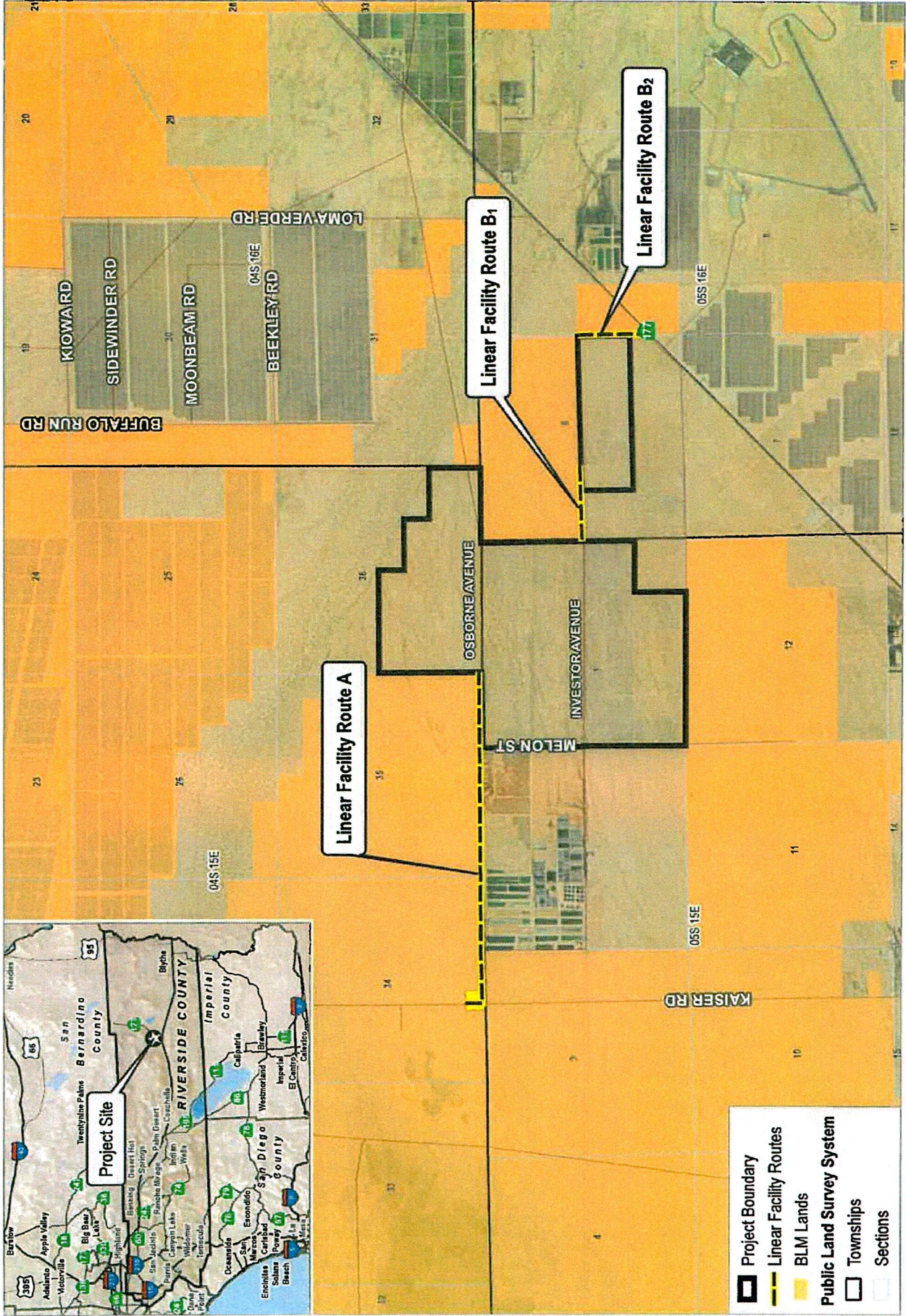


FIGURE 2-1
Project Location
 Sapphire Solar Project

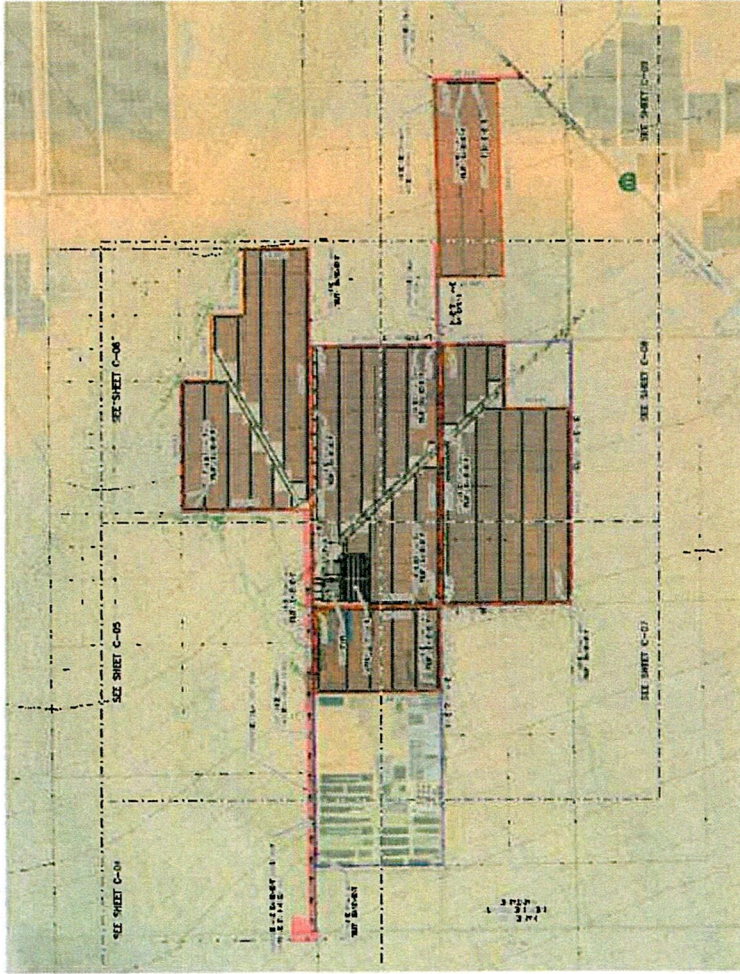
SOURCE: Esri World Imagery Basemap (accessed 2022); County of Riverside 2022; BLM 2022



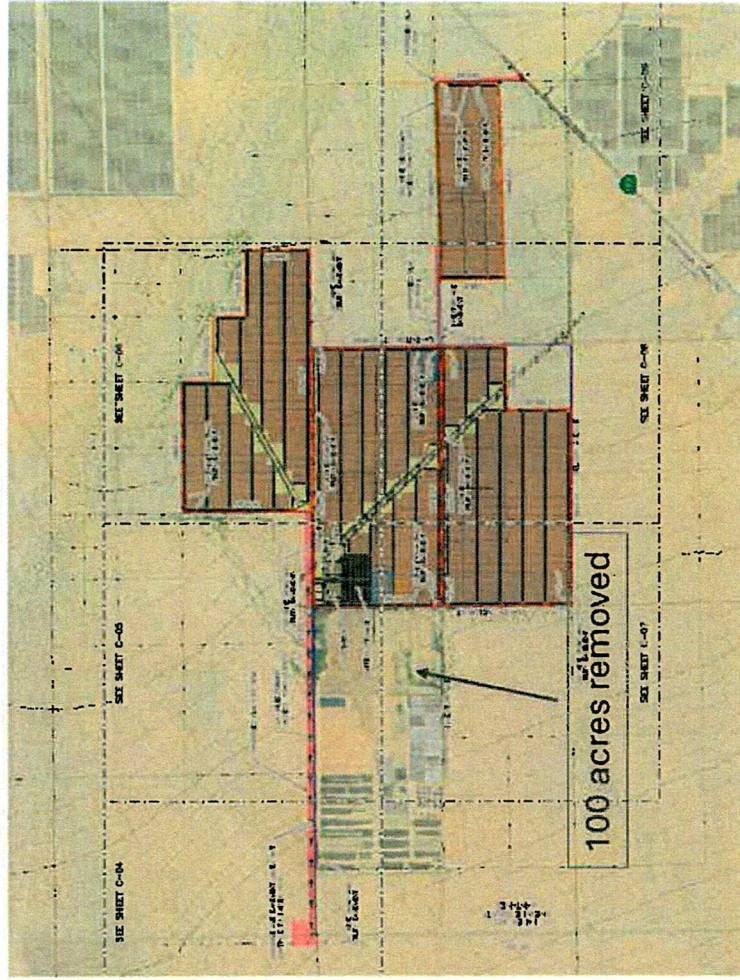
- Project Boundary
- Linear Facility Routes
- BLM Lands
- Public Land Survey System
- Townships
- Sections

Sapphire Solar Layout Comparison

Previous Boundary



Update Boundary



100 acres on the west side of the project removed. Construction laydown and parking area move east, panel ground cover ratio increased, and inverter sizing ratio altered to accommodate same MW size in smaller land area.

Development Agreement No. 2200018

EXHIBIT "C"

EXISTING DEVELOPMENT APPROVALS

Zoning

Conditional Use Permit No. 220035

Public Use Permit No. 220002

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. 2200018

EXHIBIT "D"

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. 348.5028
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. 659.14
14. Ordinance No. 663 as amended through Ordinance No. 663.10
15. Ordinance No. 671 as amended through Ordinance No. 671.23
16. Ordinance No. 673 as amended through Ordinance No. 673.8
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. 824.18
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
38. Ordinance No. 931 as amended through Ordinance No. 931
39. Resolution No. 2020 -124 Establishing Procedures and Requirements of
the County of Riverside for the Consideration of Development Agreements
40. 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. 2200018

EXHIBIT "E"

SOLAR POWER PLANT

The Sapphire Solar Project encompasses a total of 1,023 acres located in the County of Riverside. Of this 1,023-acre area, approximately 982 acres are proposed for the solar facility located on private land under the jurisdiction of the County of Riverside and approximately 41 acres are proposed for the two Linear Facility Routes (LRFs) on BLM administered lands. LFR A would provide access from Kaiser Road, and routes for transmission lines and associated infrastructure. LFR B, consisting of two segments B₁ and B₂, would provide access from California SR-177/Rice Road and contain underground collection lines.

The Project proposes the construction and operation of a 117-megawatt (MW) commercial solar photovoltaic (PV) electrical generation facility with up to 117 MW of battery storage. The solar panels would be mounted on a single-axis tracking device that follows the sun. The panels would be a maximum height of 15 feet above grade at the tallest point and approximately 2 feet above grade at the lowest point. The panels would be connected to each other and would transmit the power generated via underground and/or aboveground collection system cables that would lead to a Power Conversion Station (PCS) that would be situated within each larger group of rows of panels. The PCS would use an inverter to convert the direct current (DC) power to alternating current. The on-site substation is anticipated to be located within the solar facility site and would encompass an area of up to 15 acres (depending on collocation of the battery storage facilities). The substation would convert the energy produced by the solar panels from 34.5 kilovolts (kV) to 230 kV. The generated electricity would be routed via a new generation tie (gen-tie) line internal to LFR A interconnecting via line tap on the existing Desert Harvest Solar Project (DHSP) 230-kV transmission line for delivery to the existing Southern California Edison (SCE) 230-kV Red Bluff Substation.

An operations and maintenance (O&M) building is proposed within the solar site area. The O&M building would be less than 3,600 square feet and would consist of offices, restrooms, a break room, meeting rooms, and an office supply storage area. The O&M building would include a heating, ventilation, and air conditioning (HVAC) system and would also include a septic system to serve sanitary wastewater treatment needs. A water tank would be installed to provide a sufficient water reservoir for fire safety as required by the Riverside County Fire Department.

A Supervisory Control and Data Acquisition System (SCADA) is critical to proper O&M of the Project and functions as a remote start, stop, reset, and tag out for the facility. The SCADA system for the Project would be implemented via new fiber optic cabling, which would connect from the Project substation along the new transmission poles into the existing DHSP top strung fiber cable which then runs to the SCE Red Bluff Substation.

The solar site would be enclosed by a permanent security fence consisting of an 8-foot-high chain link fence with top rail, bottom tension wire, and three strands of barbed wire mounted on 45-degree extension arms. With the strands of barbed wire, it would have an overall height of no more than 12 feet from the bottom of the fabric to the top barbed wire. Where required, the base of the fence may include desert tortoise exclusionary fencing material anchored below the ground surface consistent with United States Fish and Wildlife Service guidelines.

Development Agreement No. 2200018

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

EXHIBIT "F"

SOLAR POWER PLANT NET ACREAGE

| Project-Related Facility | Size or Number of Components | Approximate Land Area on BLM (acres) | Approximate Land Area on Private Land (acres) | Total Land Area (acres) |
|---|--|--------------------------------------|---|-------------------------|
| Area Included within BLM and County Applications | | | | |
| BLM ROW Application Area | NA | 41 | NA | 41 |
| Private Lands under County Jurisdiction | NA | NA | 982 | 982 |
| Total Application Area | NA | NA | NA | 1,023 |
| Facilities Within Perimeter Fence and Post-Construction ROW | | | | |
| PV Arrays | TBD | NA | 890.97 | 890.97 |
| Internal Access Roads | 18.6 miles | NA | 36.07 | 36.07 |
| Undeveloped Area (existing utilities) | NA | NA | 48.53 | 48.53 |
| <i>At-Grade Items</i> | | | | |
| Substation | 1 | NA | 4.5 | 4.5 |
| O&M Building | 1 | NA | 3,600 square feet | 3,600 square feet |
| PCSs | NA | NA | 0.2 | 0.2 |
| BESS | 1 | NA | 1.65 | 1.65 |
| Sub-total Area Enclosed by Perimeter Fencing | 10.5 miles of security fence | NA | 982 | 982 |
| Facilities Outside Perimeter Fence and Post-Construction ROW | | | | |
| Gen-Tie Line Corridor | Approximately 1.74 miles long by 150 feet wide | 34.45 | NA | 34.45 |
| Secondary access route and buried collection (outside fence) | 0.72 miles long by 75 feet wide | 6.55 | NA | 6.55 |
| Total Project Area - Solar Power Plant Net Acreage | NA | 41 | 982 | 1,023 |

Development Agreement No. 2200018

EXHIBIT "G"

PROPERTY OWNER CONTACT INFORMATION

EDF power solutions Development, Inc.

15445 Innovation
Drive San Diego,
CA 92128

Fred Tafazoli

7862 19th St,
Westminster, CA 92683-4049

Ravi Madan

C/O S.K. Madan
P.O. Box 24066
Los Angeles, CA 90024

Reza Sarmadi

3126 S. Greyhound Rd,
Saratoga Springs, UT 84045

Paul Vanderhorst

11070 Hirschfield Way, #115
Rancho Cordova, CA 95670

Development Agreement No. 2200018

EXHIBIT "H"

ANNUAL REVIEW REPORT TEMPLATE

ANNUAL REVIEW REPORT – SOLAR POWER PLANT PROJECTS

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

Date: _____

Development Agreement No. DA2200018

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: _____

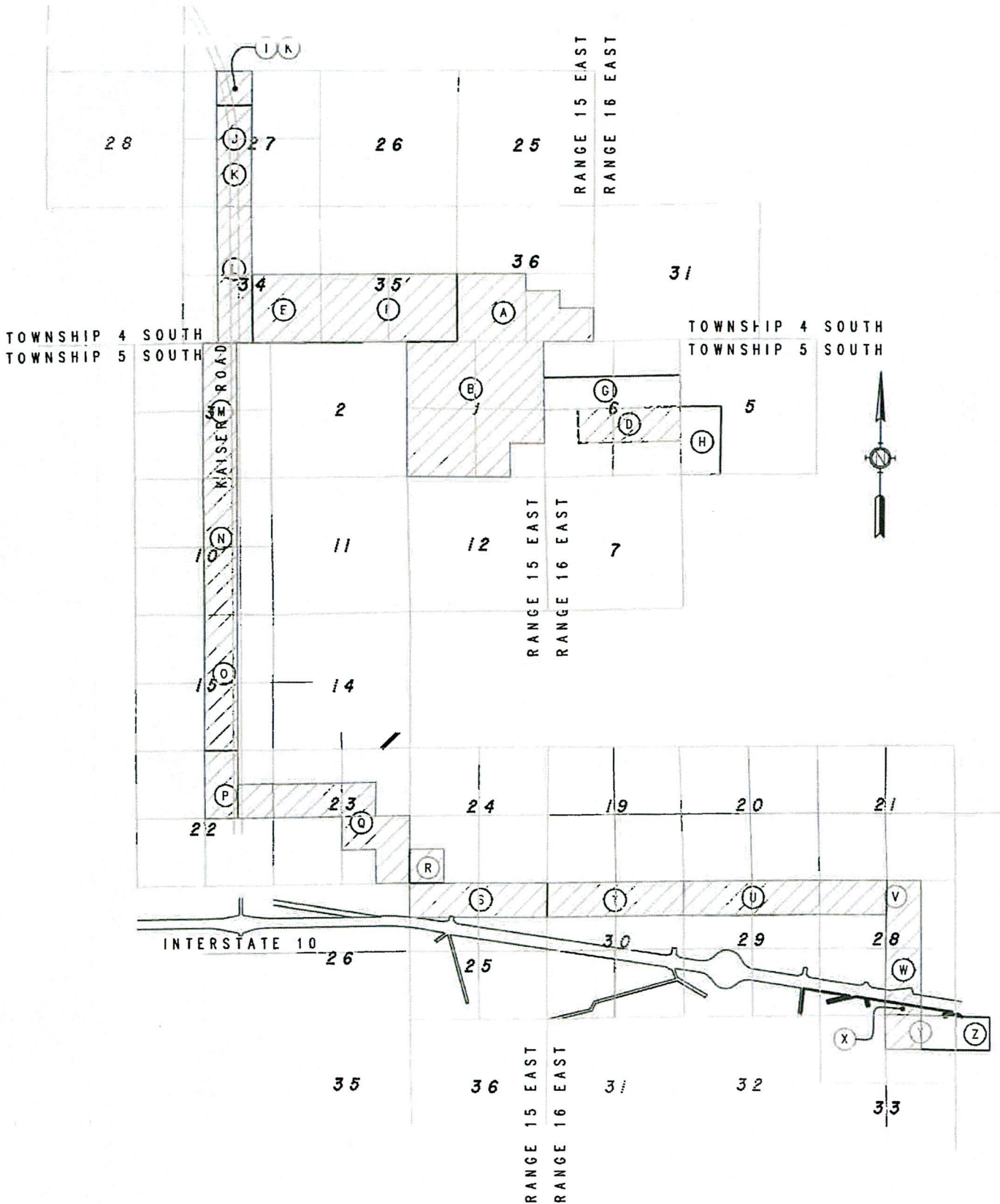
[TO BE COMPLETED BY COUNTY]

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: _____



KEY MAP