INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA

Tecopa Community Center
405 Tecopa Hot Springs Rd., Tecopa, CA

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at https://us06web.zoom.us/j/81412627121. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 814 1262 7121. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. **(2)** In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). **(3)** If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING
October 27, 2026
2:00 P.M.

1) **Pledge of Allegiance**

2) **Public Comment**
Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.

3) **County Department Reports**

4) **Employee Service Milestone -** The Board of Supervisors will recognize Shelley Scott for 10 years of service to Inyo County.

5) **Introduction -** Assistant Treasurer-Tax Collector Meghan O'Keefe will be introduced to attendees.

CONSENT AGENDA

(Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

6) Approval of Minutes from the Regular Board of Supervisors Meetings of October 12 and October 13

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the special Board of Supervisors meeting of October 12, 2026 and the regular meeting of October 13, 2026.

7) Letter of Support for Onward's California Advanced Services Grant Application to Bring Fiber Broadband to Aberdeen

County Administrator - Information Services | Abhilash Itharaju

Recommended Action:
Approve and authorize the Chairperson to sign a letter of support for Inyo Networks, Inc. (dba Onward)'s application to the California Public Utilities Commission's California Advanced Services Fund (CASF) Broadband Infrastructure Grant Account, to extend fiber-to-the-home service to the community of Aberdeen.

REGULAR AGENDA

8) Update from Concessionaire and Approval of Updated Fee Breakdown at the County-owned Tecopa Hot Springs and Campground

County Administrator | Lance Hamrick, Vanessa Hamrick, Bryan Flippin, Kristine Flippin
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:
Approve revised rate structure for services at the Tecopa Hot Springs and Campground, as proposed by the Concessionaire, Flippin Happy Campers & Lance Hamrick LLC.

9) Update on Proposed Bonanza Peak Solar Project

Planning Department | Cathreen Richards
30 minutes

Recommended Action:

A) Conduct workshop to update the Board and the community on the status of the proposed Bonanza Peak Solar Project; and
B) Review project documents as discussed in the staff report and included in the agenda packet and take comments from the Board and community.

2:45 P.M. **10) Zone Text Amendment 2026-02/Inyo County - Update to Inyo County Code Section 21.20.020 Clarifying When Deviations from Development Standards May be Made for Renewable Energy Projects**

Planning Department | Cynthia Draper
10 minutes

Recommended Action:

A) Conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Amending Section 21.20.020 of the Inyo County Code Pertaining to Renewable Energy Impact Determinations and Renewable Energy Permits with Regard to Development Standards;" and
B) Waive further reading of and enact said ordinance.

11) WORKSHOP - The Board will receive updates from the following entities:

- Death Valley National Park
- Tribes of the Eagle Mountain (TOTEM)
- Friends of the Amargosa Basin
- Amargosa Conservancy
- Southern Inyo Fire Protection District + Inyo County Public Works
- Community Advocates for South East Inyo
- Inyo Chamber of Commerce

ADDITIONAL PUBLIC COMMENT

12) Public Comment

Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.

INYO COUNTY BOARD OF SUPERVISORS

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DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 27, 2026

Reference ID: 2026-734

Approval of Minutes from the Regular Board of Supervisors Meetings of October 12 and October 13

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the special Board of Supervisors meeting of October 12, 2026 and the regular meeting of October 13, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 10/21/2026
Darcy Israel	Final Approval - 10/21/2026

ATTACHMENTS:

1. Draft October 12, 2026 Minutes - Special
2. Draft October 13, 2026 Minutes

MINUTES

County of Inyo
Board of Supervisors

October 12, 2026

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 8:34 a.m., on October 12, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: Acting CAO Denelle Carrington, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Public Comment I — The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session — Chairperson Orrill recessed open session at 8:35 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2**; Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Acting County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; and No. 3 **Public Employment – Pursuant to Government Code §54957 –** Title: County Administrator.

Open Session — Chairperson Orrill recessed closed session and reconvened the meeting in open session at 2:02 p.m. with all Board members present.

Report on Closed Session — County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and said that no action was taken during closed session that is required to be reported.

Adjournment — The Chairperson adjourned the meeting at 2:03 p.m. to 8:30 a.m. Tuesday, October 13, 2026, in the County Administrative Center in Independence.

DRAFT

_____

Chairperson, Inyo County Board of Supervisors

Attest: *DENELLE CARRINGTON*
Acting Clerk of the Board

by: _____
Darcy Israel, Assistant

MINUTES

County of Inyo
Board of Supervisors

October 13, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:34 a.m., on October 13, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: Acting CAO Denelle Carrington, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Public Comment I

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Orrill recessed open session at 8:35 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2**; Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Acting County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 3 **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 –** Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); and *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.); No. 4 **Conference with Legal Counsel – Anticipated Litigation –** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9. Number of potential cases: 1; No. 5 **Public Employment – Pursuant to Government Code §54957 –** Title: County Administrator; No. 6 **Public Employment – Pursuant to Government Code §54957 –** Title: Public Works Director; and No. 7 **Public Employment – Pursuant to Government Code §54957 –** Title: Planning Director.

Open Session

Chairperson Orrill recessed closed session and reconvened the meeting in open session at 10:02 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Griffiths led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item No. 3 and authorized his office to enter into a settlement agreement, which will become public once all parties have signed. He noted that no other reportable action was taken and the Board will reconvene later in the meeting to continue closed session discussions.

Public Comment II

The Chairperson asked for public comment related to items not calendared on the agenda and comment was received from Becky Taylor.

Board Member Reports

Supervisor Marcellin said that he attended Shannon Platt's retirement party, the National Night Out, and the Bishop Volunteer Fire Department open house.

Supervisor Wadelton said that he attended the National Night Out, Lone Pine and Olancha-Cartago Fire Department open house and flu shot clinic events, and the Lone Pine Film Festival.

Supervisor Roeser said that the Ag Pass Program is now officially established in Inyo County

and thanked Agricultural Commissioner Nate Reade for implementing it. She also thanked County Counsel Vallejo for being a guest speaker at the California State Association of Counties (CSAC) Sustainable Groundwater Management Act (SGMA) working group. Roeser reported attending a Rural County Representatives of California (RCRC) Western Interstate Region (WIR) Board meeting, a Resource Conservation District meeting, the Lone Pine Film Festival, the Owens Valley Radio Observatory open house, the Rock Fire After-Action Review, a California Broadband Coalition meeting, the Big Pine Fire Department open house, and the National Night Out.

County Department Reports

Water Director Dr. Holly Alpert announced that the California Department of Fish and Wildlife awarded grant funding for the Owens River Water Trail.

Health and Human Services Director Anna Scott highlighted several upcoming events, including Public Health community flu shot clinics in partnership with local fire departments, a drive-through flu vaccine clinic at the Quilter Consolidated Office Building, and the LIFE Night Trunk or Treat event.

Public Works Engineering Assistant Travis Dean provided an update on the Independence Courthouse door restoration project scheduled to begin October 19 and outlined how the work will affect building access.

Presentation – ICOE

Inyo County Office of Education (ICOE) Project Coordinators Serena Johnson and Karen Kong gave a presentation on the ICOE's Community Compass website.

Assessor – Vessel Tax Ordinance

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to approve a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, to Repeal and Replace Ordinance 1195 Exempting Low Value Personal Property from Property Taxation." Motion carried unanimously.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to approve the minutes from the regular Board of Supervisors meeting of September 29, 2026. Motion carried unanimously.

Public Works – BLM Right-of-Way Amendment/ Resolution #2026-37

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to approve Resolution No. 2026-37, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing Submittal of an Application to the BLM Amending the Right of Way for Certain Roads in the Tecopa Area," and authorize the Chairperson to sign. Motion carried unanimously.

Sheriff – FY 2025 HSGP Application/Resolution #2026-38

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to:

A) Approve the submittal of the Federal Fiscal Year 2025 HSGP Application and authorize the Assistant CAO, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2026-38;" and

B) Authorize the Chairperson to sign the addendum letter.

Motion carried unanimously.

Treasurer-Tax Collector – Tax-Defaulted Property Auction/Resolution #2026-39

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to adopt Resolution No. 2026-39 approving the sale of tax-defaulted properties described in the "List of Properties for Delinquent Tax Sale" at public internet auction starting on or after February 10, 2027, at 10:00 a.m. and authorizing the Treasurer-Tax Collector to re-offer the parcels, which did not obtain the minimum bids during the previous tax sale, at a price which is deemed appropriate by the Treasurer-Tax Collector pursuant to Revenue and Taxation Code sections 3692(e), 3698.5(c) and 3698.7(c). Motion carried unanimously.

Recess/Reconvene

The Chairperson recessed the meeting at 10:52 a.m. for a break and reconvened the meeting at 11:01 a.m. with all Board members present.

CAO – State of the Parks: Inyo County Park

Deputy CAO Meaghan McCamman and Public Works Park Manager Daniel Breceno presented the Inyo County Park Improvement Plan.

Improvement Plan

CAO – Approval of Grant Application

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to approve submission of Inyo County's application to the LCI Extreme Heat & Community Resilience Early Infrastructure Grant program and authorize the County Administrator or designee to sign and submit the application "*Empowering Tecopa: Safeguarding a Desert Community During Outages"* and all related documentation. Motion carried unanimously.

Public Works-Airports – BIH Commercial Service Terminal Facility Requirements Report and Letter to FAA

Deputy Public Works Director Ashley Helms gave a presentation on proposals for a new commercial service terminal at the Bishop Airport.

Public comment was received from an individual identifying as "Matthew."

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the letter to the FAA, titled "*Support for Three-Gate Commercial Service Terminal at Bishop Airport (BIH),"* and authorize the Chairperson to sign. Motion carried unanimously.

Public Works – LSC Transportation Planning Consultants Agreement

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to:

A) Amend the Fiscal Year 2026-2027 Local Transportation Planning Commission Budget 504605 as follows: increase appropriation in Professional Services Object Code 5265 by $125,000 *(4/5ths vote required);* and
B) Ratify and approve the Master Services Agreement between the County of Inyo and LSC Transportation Planning Consultants, Inc. of Tahoe City, CA for the provision of transportation planning services for an initial amount not to exceed $199,937 for the period of September 29, 2026, through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

Motion carried unanimously.

Public Works-Recycling & Waste Management – Pahrump Valley Disposal Contract Amendment No. 1

Moved by Supervisor Wadelton and seconded by Supervisor Marcellin to ratify and approve Amendment No. 1 to the Contract between the County of Inyo and Pahrump Valley Disposal of Pahrump, NV, decreasing the contract to an amount not to exceed $672,119.00 for the period of July 1, 2026, through June 30, 2031, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

Public Works-Recycling & Waste Management – Geo-Logic Associates, Inc. Contract Amendment No. 1

Moved by Supervisor Wadelton and seconded by Roeser to ratify and approve Amendment No. 1 to the agreement between the County of Inyo and Geo-Logic Associates of Grass Valley, CA, increasing the contract by $46,854.60 to an amount not to exceed $1,008,221.00 for the period of July 1, 2026 through June 30, 2031, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

CAO – Early Purchase of Quilter COB and Budget Amendment

County Counsel Vallejo explained that ongoing litigation is expected to conclude soon, with a settlement likely. He noted that the settlement would allow the County to pay off the loan on the Quilter Consolidated Office Building early and at a reduced amount, resulting in an estimated savings of $2 million.

Supervisor Griffiths added that this approach not only saves money but also provides the flexibility needed to restore the building to its intended standard and address necessary repairs.

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

A) Authorize the CAO to exercise the County's option to purchase the Quilter Consolidated Office Building (COB) prior to the end of the lease term and authorize the CAO to enter into any agreements necessary, within the Purchasing Agent's fiscal authority, to effectuate the early purchase, including, but not limited to, an amendment of the Lease Agreement and/or an amendment of the Loan Agreement;
B) Amend the Fiscal Year 2026-2027 LATCF Budget #640299 as follows: increase appropriation in Operating Transfers Out #5801 by $5,030,000; and amend the Fiscal Year 2026-2027 Consolidated Office Building Budget #011809 as follows:

increase estimated revenue in Operating Transfers In #4998 by $5,030,000 and increase appropriation in Structures & Improvements #5640 by $5,030,000 *(4/5ths vote required)*; and

C) Direct staff to return at a future Board Meeting to report on any final agreement consummating the early purchase of the Quilter COB.

Motion carried unanimously.

Capital Asset Leasing Corporation

The Chairperson adjourned the regular meeting of the Board of Supervisors to reconvene as the Capital Asset Leasing Corporation at 12:47 p.m. (Separate minutes.)

The Chairperson adjourned the Capital Asset Leasing Corporation meeting and reconvened the regular meeting of the Board of Supervisors at 12:49 p.m. with all Board members present.

Public Comment III

Chairperson Orrill asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

Recess/Reconvene

The Chairperson recessed the meeting at 12:47 p.m. to return to closed session and reconvened the regular meeting at 12:53 a.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo announced that the Board has selected Christine Bouchard to be the next county administrative officer. He said the County will be issuing a conditional offer of employment and expects to bring that appointment and the contract back at its November 3rd meeting.

Adjournment

The Chairperson adjourned the meeting at 12:55 p.m. to 2 p.m. Tuesday, October 27, 2026, at the Tecopa Community Center in Tecopa.

DRAFT

_____

Chairperson, Inyo County Board of Supervisors

Attest: *DENELLE CARRINGTON*
Acting Clerk of the Board

by: _____
Darcy Israel, Assistant

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 27, 2026

Reference ID: 2026-719

Letter of Support for Onward's California Advanced Services Grant Application to Bring Fiber Broadband to Aberdeen

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Abhilash Itharaju, Assistant Chief Information Officer	Abhilash Itharaju, Assistant Chief Information Officer

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter of support for Inyo Networks, Inc. (dba Onward)'s application to the California Public Utilities Commission's California Advanced Services Fund (CASF) Broadband Infrastructure Grant Account, to extend fiber-to-the-home service to the community of Aberdeen.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Advanced Services Fund, administered by the California Public Utilities Commission (CPUC), awards grants for broadband infrastructure in unserved and underserved areas. Inyo Networks, Inc. (dba Onward) is applying for $332,080 toward a $415,100 project to build last-mile fiber to the 71 households in Aberdeen.

Aberdeen households currently have fixed broadband speeds below 10 Mbps download and 1 Mbps upload, not counting satellite service. The CPUC classifies 67 of the 71 locations as unserved and priority-eligible. The project would deliver 1 Gbps symmetrical (i.e. 1 Gbps download and 1 Gbps upload speed) service over all-underground fiber that connects to the existing Digital 395 middle-mile line along Tinemaha Road. Construction, including service activation, is expected to take 3 to 4 months. All CEQA-exempt projects must be completed within 18 months after Commission approval, and all other projects shall be completed within 24 months after CEQA resolution approval.

CASF applications score better when they show local support, especially from residents and their elected representatives. In July 2026, the Rock Fire and Cinder Complex threatened Aberdeen. Reliable connectivity is critical for emergency alerts, evacuation notices, telehealth, and remote work in an isolated community like this one. CPUC moved the application deadline to November 2, 2026, and Onward has asked for a letter of support from the Board.

FISCAL IMPACT:

Funding Source	N/A. No Fiscal Impact.	**Budget Unit**	N/A
Budgeted?	N/A. No Fiscal Impact.	**Object Code**	N/A
Recurrence	N/A. No Fiscal Impact.	**Sole Source?**	N/A
If Sole Source, provide justification below			

Current Fiscal Year Impact
N/A. No Fiscal Impact.
Future Fiscal Year Impacts
N/A. No Fiscal Impact.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to approve the letter or ask for changes. Declining is not recommended: the project would bring modern broadband to an unserved community at no cost to the County, and local government support is an important factor in CASF award decisions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community Revitalization Through Effective Planning
Thriving Communities I Community-Supporting Infrastructure Improvements
Economic Enhancement I Local Businesses, Organizations, and Workforce
Economic Enhancement I Collaborative Regional Economic Development

APPROVALS:

Abhilash Itharaju	Created/Initiated - 10/05/2026
Darcy Israel	Approved - 10/06/2026
Noam Shendar	Approved - 10/06/2026
Abhilash Itharaju	Approved - 10/07/2026
Amy Shepherd	Approved - 10/07/2026
Keri Oney	Approved - 10/07/2026
John Vallejo	Approved - 10/08/2026
Denelle Carrington	Final Approval - 10/12/2026

ATTACHMENTS:

1. Project Summary-Inyo Networks-Aberdeen
2. Proposed Letter of Support

Item 01: Project Summary Template

This template is for Application Item 1 – Project Summary. Any supporting documentation that is not covered by the fillable fields should be appended to the document. Applicants are not required to use this template, but all required details must be included per Section 8.1 of Attachment 1 - Revised CASF Program Guidelines for the Broadband Infrastructure Grant Account.

Company/Applicant Name	CPCN / U-Number*
Inyo Networks, Inc. (dba Onward)	U-7159-C

Contact's First Name	Contact's Last Name
Joy	Padilla

Email	Phone Number
jpadilla@getonward.com	(909) 457-8448

Address

10621 Church St #100

City	State	Zip Code
Rancho Cucamonga	CA	91730

Project Title

Aberdeen

Project Location (Community/County/Counties)

Aberdeen, CA located in Inyo County Census Block Groups 060270005001. (Note that the official address is listed as Independence)

*A CPCN/U-Number or WIR is not necessary to apply or be awarded a CASF grant.

Current Maximum Speed	Proposed Speed
<10 Mbps Down & <1 Mbps Up	1 Gbps symmetrical

Project Type	Technology Type
Last Mile	Fiber to the Home (FTTH)

Total # Serviceable Locations	Total # Unserved Locations
71	67

of Businesses, Anchor Institutions, and Public Safety Locations

The project area does not include any anchor institutions, public safety locations or businesses.

Total Priority Eligible Locations	Total Eligible Locations
67	67

Grant Amount Requested	Total Project Cost
$332,080.00	$415,100.00

Total # of Households	Median Household Income
71	$57,813.00

Description of Major Infrastructure to be Deployed

The proposed project will utilize a combination of directional boring and open trenching, connecting to the existing middle-mile fiber network at three points along Tinemaha Road. Approximately 355 linear feet of 1.25" conduit will be installed via directional bore, 1,544 linear feet of 1.25" conduit and an additional 6,540 linear feet of 1.00" service conduit will be placed via open trench (Note: A portion of the 1.00" service duct will be in the same trench as the 1.25" conduit) and Thirteen (13) traffic-rated boxes will be installed. Within the new conduit, the project will place 2,706 feet of 48-fiber cable along with 71 individual service drops totaling approximately 17,190 feet.

Estimated Breakdown of Aerial and Underground Installation

The proposed project consists of 100% underground fiber optic installation, with no aerial construction. Underground installation comprises of 355 feet of directional bore and with the remainder being open trench.

Major Equipment Expenses

Construction Details for Preliminary CEQA Review

The proposed project involves installation of underground fiber optic communications infrastructure within previously disturbed areas, using directional boring and open trenching methods. The three (3) interconnection points and directional bore locations are situated within the public right-of-way, while the open trench and ten (10) splice boxes terminate within Los Angeles Department of Water and Power (LADWP) property. Ground disturbance will be limited to the trench and bore pit footprints necessary to place conduit, splice boxes, and associated below-grade infrastructure; no aerial facilities, new poles, or above-ground structures are proposed. Thirteen traffic-rated underground boxes will be installed at grade with no structures extending above the surrounding surface. No tree removal, grading, or alteration of natural topography is anticipated as part of this work.

Middle Mile Facilities

Middle mile facilities serving this project already exist along Tinemaha Road, installed as part of the Digital 395 Network middle mile project. The proposed last-mile construction will interconnect with this existing middle mile infrastructure and extending service to the unserved locations identified in this application. No new middle mile facilities are proposed as part of this project. The scope is limited to last-mile distribution and service connections tying into the existing Digital 395 middle mile route.

Leveraging of Existing Available Facilities

Rather than constructing new middle mile facilities, the proposed last-mile build ties into this existing "Digital 395" middle-mile backbone, allowing the project to extend 1 Gbps symmetrical broadband service to 71 unserved locations without duplicating existing infrastructure investment. By leveraging this existing infrastructure, the project reduces construction costs, minimizes environmental disturbance, and avoids redundant facilities within the same right-of-way corridor.

Estimated Construction Timeline

Based on previous experience with the local work environment, construction methods, and normal processes associated with permitting and encroachment permits, we anticipate this project to be completed within an 18 month time frame from the notice to proceed. The actual construction is expected to take approximately 3-4 months, including service activation. We expect several activities to be conducted in parallel, including revisiting and completing engineering designs, contract administration, permit applications, community outreach/sales, and the acquisition of any required special-use permits.

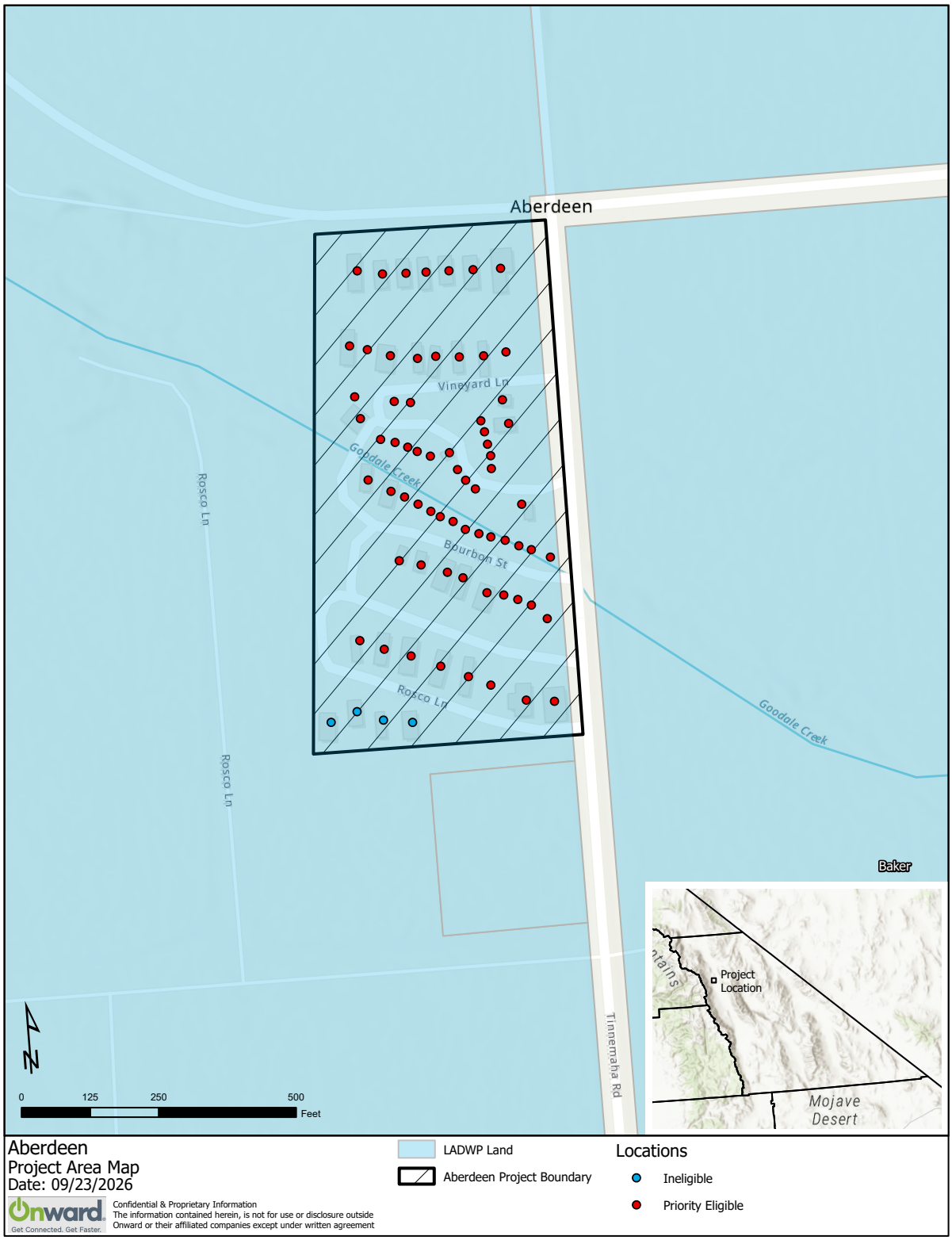
Broadband Map Served Status Dispute

Inyo Networks, Inc. (dba Onward) has reviewed the California Broadband Map designations for the proposed service locations and no broadband map served status disputes have been identified for the project area.

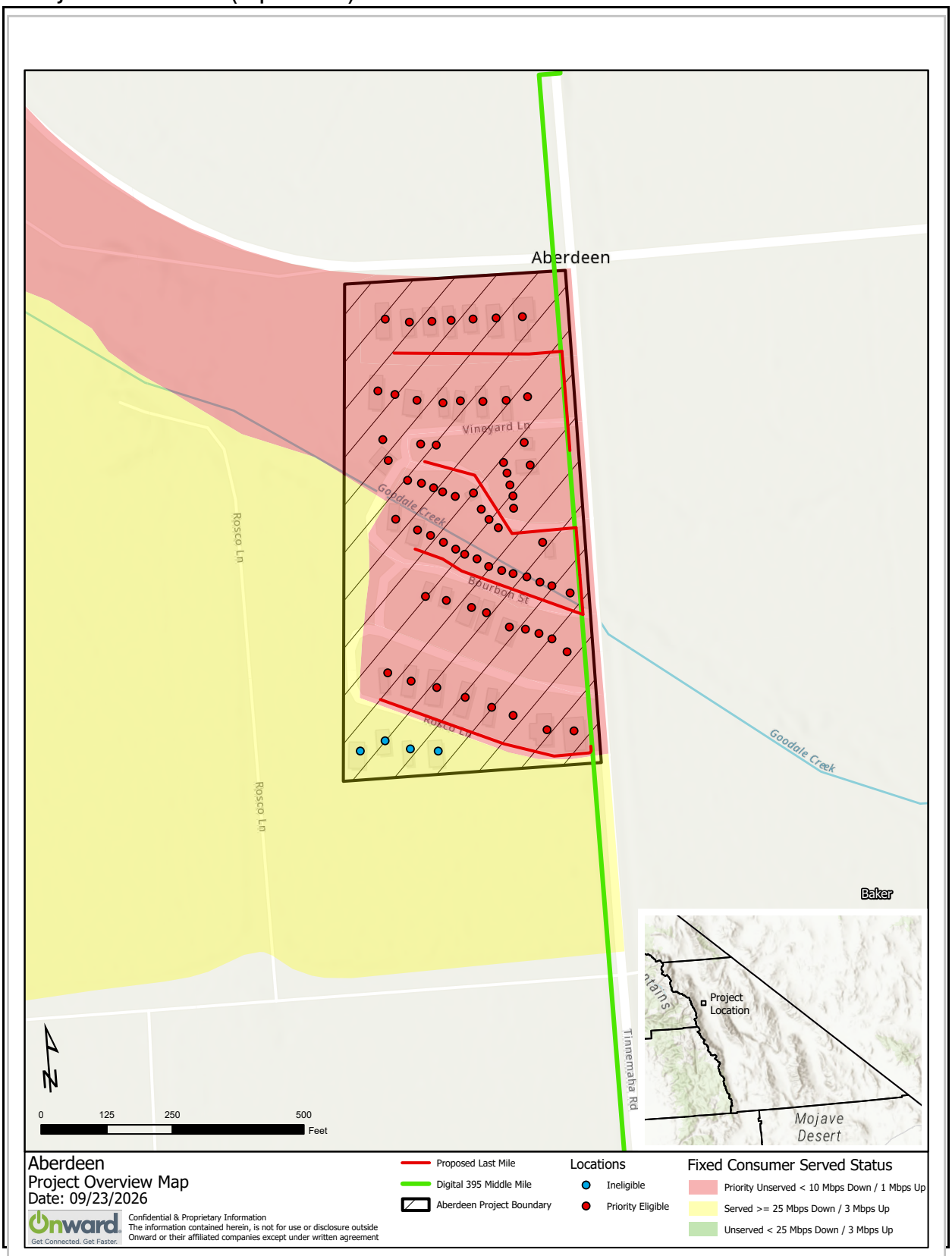
Ministerial Review

Inyo Networks, Inc.(dba Onward) is not seeking Ministerial Review of this project.

Map of Project Area



Project Overview (Optional)



Additional Info (Optional)

Proposed Letter of Support

October 27, 2026

California Public Utilities Commission Communications Division – California Advanced Services Fund 505 Van Ness Avenue San Francisco, CA 94102

RE: Support for Inyo Networks, Inc. (dba Onward) CASF Broadband Infrastructure Grant Application – Aberdeen, Inyo County

Dear Communications Division Staff,

On behalf of the Inyo County Board of Supervisors, I write to express our strong support for the application by Inyo Networks, Inc. (dba Onward) to the California Advanced Services Fund to bring fiber-to-the-home broadband to the community of Aberdeen.

Aberdeen is a small residential community of 71 households on U.S. 395, between Big Pine and Independence. Not counting satellite, the best fixed broadband available to residents today is less than 10 Mbps download and 1 Mbps upload. Sixty-seven of these locations are unserved by the State's definition. That gap leaves residents struggling to work from home, attend school online, see a doctor by video, or run a small business.

Reliable connectivity is also a public safety need. In July 2026, the Rock Fire and Cinder Complex burned within sight of Aberdeen, and firefighters patrolled the community to protect homes. In a county where 92 percent of the land is federally owned and residents are spread across long distances, timely emergency alerts and evacuation notices depend on dependable communications.

Onward's project would deliver 1 Gbps symmetrical service to every household in the project area through all-underground fiber. It connects to the existing Digital 395 middle-mile line along Tinemaha Road rather than building new backbone. That approach makes good use of the State's earlier investment in Digital 395, keeps costs and ground disturbance low, and allows construction to be completed in a matter of months.

The County of Inyo supports this project and respectfully urges the Commission to approve Onward's application. Thank you for your continued investment in closing the digital divide in rural California.

Sincerely,

Trina Orrill, Chairperson Inyo County Board of Supervisors

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 27, 2026

Reference ID: 2026-705

Update from Concessionaire and Approval of Updated Fee Breakdown at the County-owned Tecopa Hot Springs and Campground

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Meaghan McCamman, Deputy County Administrator	Lance Hamrick, Vanessa Hamrick, Bryan Flippin, Kristine Flippin

RECOMMENDED ACTION:

Approve revised rate structure for services at the Tecopa Hot Springs and Campground, as proposed by the Concessionaire, Flippin Happy Campers & Lance Hamrick LLC.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Tecopa Hot Springs and Campground continues to operate under the current Concession Agreement with Flippin Happy Campers & Lance Hamrick LLC, who were selected through the County's competitive RFP process in 2025. Under this agreement, the Concessionaire manages all campground and hot springs operations, remits concession fees to the County trust account, and maintains community access benefits such as a steeply discounted annual pool pass for local residents, discounted long-term stays, and special rates for tribal members.

As the Concessionaire approaches the end of its first year, they report substantial operational improvements, including upgraded facilities, enhanced maintenance routines, improved guest services, and more efficient check-in and reservation processes. Additional upgrades are planned for the coming year.

Since assuming operations, the Concessionaire has evaluated usage patterns, cost recovery needs, and service delivery impacts. Based on that assessment, they propose shifting from a combined fee model to a more transparent, itemized rate structure. The previous combined nightly rate of $45, which included camping, an electrical hookup, and access to the hot springs, is proposed to be replaced with an itemized fee structure of $15 for camping, $15 for electrical hookups, and $15 for soaking. The annual locals pass would remain at $35, continuing to provide affordable access for Inyo County residents. According to the Concessionaire, separating the fees will more accurately reflect the cost of each service, offer clearer pricing for guests, and better align the facility's rates with industry standards for campgrounds that provide multiple amenities.

FISCAL IMPACT:

Funding Source	N/A	**Budget Unit**	504608
Budgeted?	N/A	**Object Code**	
Recurrence	N/A	**Sole Source?**	

If Sole Source, provide justification below

Current Fiscal Year Impact
The County expects no fiscal impact. The concession fee structure (minimum fee or percentage of gross receipts, whichever is higher) remains unchanged. The new rate structure may increase revenue, depending on visitor patterns.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve the proposed itemized rate schedule; however, this approach is not recommended. The updated rates are designed to align with current market conditions, provide clearer cost transparency, and support the long-term financial sustainability of the Tecopa Hot Springs Campground and Pools.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Flippin Happy Campers & Lance Hamrick LLC; Bureau of Land Management

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Highest and Best Use of Property
Thriving Communities I Quality Parks and Recreation Amenities
Economic Enhancement I Local Businesses, Organizations, and Workforce
Economic Enhancement I Sustainable Recreation Initiatives

APPROVALS:

Meaghan McCamman	Created/Initiated - 10/19/2026
Darcy Israel	Approved - 10/19/2026
Meaghan McCamman	Approved - 10/19/2026
Amy Shepherd	Approved - 10/19/2026
John Vallejo	Approved - 10/20/2026
Denelle Carrington	Final Approval - 10/21/2026

ATTACHMENTS:

1. Tecopa Hot Springs Concession Agreement

CONCESSION AGREEMENT BETWEEN COUNTY OF INYO AND FLIPPIN-HAMRICKS, LLC FOR THE OPERATION AND MAINTENANCE OF THE TECOPA HOT SPRINGS PARK AND CAMPGROUND

THIS AGREEMENT, made and entered into this 21st day of October, 2025 between the **COUNTY OF INYO**, a political subdivision of the State of California, hereinafter called "County", whose address is 224 N. Edwards Street, Independence, California, 93526, and **FLIPPIN-HAMRICKS, LLC**, a Nevada limited liability company, referred to as the "Concessionaire", whose corporate address and mailing address is 8290 West Sahara #100 Las Vegas , NV 89117. The County Administrator or his/her designee shall act on behalf of County for purposes of this agreement. The County and Concessionaire are sometimes referred to herein together as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, County leases from the Bureau of Land Management ("BLM") certain property, more commonly referred to as Tecopa Hot Springs Park and Campground and mineral water bathhouses (the "Premises") for the use of and enjoyment of the public; and

WHEREAS, County desires to grant to Concessionaire the right to operate thereon a campground, bathhouses and camp retail store for the benefit and enjoyment of the users of said recreational facility, and County warrants that it has the rights and ability to grant these rights; and

WHEREAS, Concessionaire is desirous of operating such operation within said recreational facility;

NOW, THEREFORE, the Parties hereto do hereby agree one with the other as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants and conditions herein, County grants to Concessionaire the exclusive right during the term of this Agreement to enter onto and operate a campground and bathhouses (hereinafter referred to as the "Campground") at the Premises upon the terms and conditions more fully hereinafter set forth.

1. AGREEMENT SUBJECT TO MASTER LEASE AND COUNTY'S EXISTING AND ONGOING USE.

1.1 Concessionaire agrees that notwithstanding any other provision of this Agreement, this Agreement is subject to the terms and conditions of the Master Lease (as defined in Section 1.2 below). In no event shall Concessionaire seek, have or claim any right of possession or occupation of the Campground at variance with the terms thereof or beyond the period of County's rights under the Master Lease and, notwithstanding any other provision of this Agreement, the term of this Agreement shall automatically terminate without prior notice to Concessionaire upon the expiration or termination of the Master Lease. Nothing herein shall obligate County to renew the Master Lease. The foregoing notwithstanding, before County exercises any right to terminate the Master Lease (if applicable), County shall provide Concessionaire with no less than thirty (30) days' prior written notice of such pending exercise.

1.2 The County currently leases the Premises from the United States Department of the Interior, Bureau of Land Management (the "Master Lease"). This Agreement is subordinate to the Master Lease as set out in the foregoing paragraph. The Master Lease between the County and BLM for the Premises terminates on **December 31, 2033**.

1.3 Before entering into any successor agreement to the Master Lease with BLM that will materially change the County's obligations, the County shall notify Concessionaire of such pending successor agreement, and the Parties agree to meet and confer regarding possible modifications to this Agreement relative to material impacts to the County resulting from such new agreement. Nothing herein shall obligate BLM to renew any such Master Lease, contract or successor document. If the County enters into a successor agreement to the Master Lease or modifies the Master Lease such that Concessionaires interests under this Agreement are materially impacted, then Concessionaire shall have the option to terminate this Agreement upon thirty (30) days' written notice to the County.

1.4 The County will continue to occupy and operate at the Premises the on-site Community Center, Library facilities, playground, and sewage treatment lagoon as depicted on the attached site plan (Exhibit D).

1.5 The Concessionaire will operate the Campground on the area depicted on the attached site plan (Exhibit D) hereinafter referred to as the "Campground Premises."

2. EQUIPMENT.

Concessionaire agrees, in its own name, to provide all equipment, insurance, licenses, permits, supplies of all kinds and nature which Concessionaire deems necessary to operate the Campground, and to require County to furnish nothing whatsoever in the course of its operation of such Campground.

3. TERM & TERMINATION.

The Term of this Agreement shall commence upon the later of (i) the date upon which the County delivers possession of the Premises, or (ii) **October 21, 2025**. This date, once determined, shall hereinafter be referred to herein as the "Commencement Date." This Agreement shall cease and terminate for all purposes on **June 30, 2035**, unless an option is exercised as set forth below, at which time the new dates for said Term shall take effect on the terms and conditions herein provided. If the Term of this Agreement is scheduled to expire prior to the expiration of the Master Lease, then the Parties agree to meet and confer in good faith to enter into an extension of the Term of this Agreement no later than twelve (12) months prior to such expiration date.

3.1 Subject to the terms of the Master Lease which is currently set to expire on or before **December 31, 2033**, this Agreement shall be for a period of approximately ten (10) years from the Commencement Date, subject to two (2) options in favor of Concessionaire to extend the Term of this Agreement for five (5) years, each on the same terms and conditions as in the initial Term, subject to section 4.2 below. At the end of the applicable Term, this Agreement shall convert to a month-to-month holdover lease until thereafter terminated upon written notice by either party.

Notwithstanding the above initial Term, there shall be a ninety (90) day probationary term commencing on the Commencement Date. At any time during the probationary term, either Party may terminate this Agreement without cause upon 30 days' prior written notice to the other Party.

3.2 Exercise of Renewal Options. The two (2) options shall be for separate and successive five (5) year periods. A written notification of the exercise of an option (an "Option Exercise Notice") must be delivered to the County no less than six (6) months prior to the expiration of the initial Term or the first option period (as applicable), sent by certified mail to the address hereinafter provided, with a copy sent via email. If Concessionaire fails to deliver its Option Exercise Notice within the time and in the manner set forth above, then Concessionaire's right to extend the Term by the option terms shall expire and be of no further force and effect. Options may be exercised provided:

3.2.1 Neither Concessionaire nor County has terminated this Agreement, or any extension thereof, for any reason.

3.2.2 Concessionaire is not in default (past applicable notice and cure periods) under any term or condition of this Agreement, or any extension thereof.

3.3 TERMINATION

3.3.1 County Right To Termination.

This Agreement may be terminated by the County hereto without cause upon giving ninety (90) days' notice in writing to Concessionaire of its intention to terminate this Agreement. In the event of such termination without cause, payment of the base Concession Fee shall be prorated, reduced by the number of full months remaining in the calendar year accordingly, and the payment of gross receipts for that calendar year is waived. If Concessionaire fails to perform any other covenant, condition or obligation contained in this Agreement and such failure continues for thirty (30) days after written notice thereof from the County to Concessionaire, then the County may terminate this Agreement for such failure after thirty (30) days' written notice; provided, however, that if more than thirty (30) days are reasonably required for performance, Concessionaire shall not be deemed to have failed to cure such failure if Concessionaire promptly commences performance and diligently pursues completion thereof. Upon any such termination for cause, Concessionaire shall be responsible for the entire Concession Fee applicable to the calendar year in which the termination becomes effective.

3.3.2 Concessionaire Right To Termination.

Concessionaire may terminate this Agreement, without cause, upon written notice delivered to the County no later than **February 28** of any year during the term of this Agreement, effective as of the following **May 31st**.

4 CONCESSION FEE

4.1 Commencing on **December 31, 2025**, the Concession Fee shall be payable in accordance with the following schedule:

Effective Dates	Concession Fee (per year)
Jan. 1, 2026 to Dec. 31, 2027	The greater of $10,000 ("base Concession Fee") or 5% of gross receipts
Jan. 1, 2028 to Dec. 31, 2029	The greater of $12,500 ("base Concession Fee") or 6% of gross receipts
Jan. 1, 2030 to Dec. 31, 2033 and all subsequent years	The greater of $15,000 ("base Concession Fee") or 7% of gross receipts

The Parties agree that a Concession Fee shall not be payable by Concessionaire for the balance of 2025.

4.2 Payment to County. Beginning December 31, 2025, Concessionaire shall make payment to County, on or before December 31 prior to each year of the Term of this Agreement, for a lump sum payment of the applicable base Concession Fee (i.e., not any applicable excess amount that may be due based on gross receipts) for the next calendar year. Commencing on December 31, 2026, Concessionaire shall also make payment to the County, on or before December 31 of each year, of the complete

Concession Fee owed for the preceding calendar year. The Concession Fee shall be sent to:

County of Inyo
Parks and Recreation
PO Drawer Q
Independence, CA 93526

4.3 Late Fee. Concessionaire acknowledges late payment by Concessionaire to the County of the annual fee will cause County to incur costs not contemplated by the Agreement. Such costs include, without limitation, possessory and accounting charges. Therefore, if payments are not received by County when due, Concessionaire shall pay to County an additional sum of **5%** of the unpaid amount as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the County will incur by reason of late payment by Concessionaire. Acceptance of any late charge does not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent County from exercising any of the other rights and remedies available to County.

5 ACCOUNTING/AUDITING.

5.1 Concessionaire agrees to maintain accounting records, according to accounting procedures acceptable to County, for the operation of the Concession. Said records shall include accounting for all income from camping fees, pool use, RV holding tank dumping, and all income from any other source of revenue, including retail, and all expenditures relating to the improvements referred to herein. Accounting for expenditures for improvements shall be kept separate and distinct from accounting for expenditures for operations and maintenance. Said records shall be available to County for inspection at all times upon prior reasonable, written notice to Concessionaire. Concessionaire shall make available for auditing purposes its accounting records, relating to this Agreement, to County's Auditor/auditing firm who may be auditing for the County.

Concessionaire shall submit to County, no later than June 30th each year, financial statements, including a balance sheet and income statement for the calendar year ended the prior December 31st. These financial statements may be subject to audit by a CPA firm, at Concessionaire's expense, upon request by the County.

6 PURPOSES; DAYS AND HOURS: OPERATION.

6.1 The Premises shall be used by Concessionaire only for the purpose of operating a campground, store, and public bathhouses.

6.2 Concessionaire shall operate and maintain the Campground in accordance with the provisions of Exhibit B hereto; the "'Request for Proposal' for Concessionaire for operation of the Tecopa Hot Springs Campground, Tecopa, California, dated June 30, 2025, (Exhibit F) and; Concessionaire's proposal in response to that Request for Proposal

(Exhibit G), provided that the terms and conditions of this Agreement, including Exhibits A-D, shall supersede any conflicting provisions in Exhibits F and G.

6.3 Concessionaire shall, without cost to the County, continuously operate the Campground for the purposes specified in the Agreement. If the buildings or equipment used for the Campground are damaged or destroyed and this Agreement remains in full force and effect, Concessionaire shall continue to operate the Campground to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction. Concessionaire shall employ its commercially reasonable best efforts to operate the business conducted on the Premises in a manner that will produce the maximum volume of gross sales.

6.4 Concessionaire may utilize the County-operated Community Center for community events open to the public with written permission of Inyo County.

6.5 Concessionaire agrees to operate said concession in accordance with all applicable Inyo County ordinances and the applicable laws of the State of California, and the rules and regulations adopted thereunder, governing such establishments. Concessionaire shall inform the public utilizing the RV sewage dump facilities that they are prohibited from utilizing treatment chemicals in their waste disposal, shall prohibit the use of such chemicals, and shall ensure that the RV sewage dump facilities are not utilized beyond the designed capacity. Additionally, Concessionaire will maintain the bathhouses and restrooms located within the campground in a clean, sanitary condition and ensure that the facilities are well stocked at all times. Concessionaire shall operate the campground in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstructions of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority now, or at any time during the term of this Agreement, relating to public health, safety or welfare. No offensive or dangerous activity shall be carried on or permitted on the Premises. No goods, merchandise or materials that are explosive or hazardous shall be sold, kept or stored on the Premises.

6.6 The campground may be operated 24 hours a day.

6.7 Subject to the terms and conditions of this Agreement, County guarantees Contractor 24/7 operational access to the Campground Premises, and County shall not unreasonably interfere with Concessionaire's operations.

7 MAINTENANCE.

Concessionaire agrees to maintain the campground, buildings, including the rest room and shower building at the campground and related equipment as set forth in Exhibit B and shall, at its own expense, provide routine maintenance to the electrical and water systems (including wells and the water supply to the Community Center), plumbing, gas service, roofs, and sewer piping exiting buildings to the point of entry to the treatment pond. Concessionaire shall comply with all laws, rules and regulations applicable thereto,

adopted by federal, state or other governmental bodies, or departments or officers thereof, including, without limitation, the obligation at Concessionaire's cost to alter, maintain or restore its facilities in compliance and conformity with all laws relating to the condition, use or occupancy of its facilities during the term of this agreement. This agreement is expressly subject to present and future regulations and policies of the County. Concessionaire shall remedy without delay any non-compliance and any defective or dangerous conditions.

8 SIGNS.

All promotional materials and signs to be placed at, distributed from, or in connection with the concession, must be submitted to County for prior approval and shall comply with the applicable provisions of the Inyo County Code.

9 UTILITIES/TAXES.

9.1 Utilities. Concessionaire agrees to pay the full cost of all electricity and gas used in conjunction with the operation of the Campground and concession facilities. Concessionaire is further responsible for the installation of further needed utilities and the provision of services used in connection with the concession, to include electricity, gas, telephone, internet, garbage, sewer and water. Concessionaire will immediately contact all utility providers and transfer utility billings to Concessionaire's name and billing address. Concessionaire shall not be responsible for any amounts owed prior to the effective date of this Agreement. Upon receipt of an invoice or similar statement from the utility, Concessionaire hereby agrees to pay said statement in a timely manner.

9.2 Taxes. Concessionaire acknowledges and understands that this Agreement may create a possessory interest subject to property taxation and Concessionaire may be subject to the payment of property taxes levied on such interest. Concessionaire further acknowledges that Concessionaire is responsible for any and all taxes on improvements of fixtures on said premises. Concessionaire shall pay before delinquency all taxes, assessments, license fees and other charges that are levied upon the personal property and improvements owned by Concessionaire, if any, and used or located on the subject premises; and shall pay any other tax arising out of Concessionaire's operations upon the premises, including, but not limited to, any possessory interest tax. Concessionaire, Inyo County, and Tecopa Volunteer Fire Department operate on the same 40 acres. Each party is responsible for its proportionate share of the tax liability on the Property.

Concessionaire acknowledges and understands that point of sale is Inyo County for all products, materials, equipment and vehicles delivered to Concessionaire for use in association with the concession whether for improvements, sales or other uses.

10 CONDITIONS OF PREMISES.

Concessionaire has inspected the campground area and all buildings on the

Premises, and accepts these facilities in their present condition. County is not obligated to make any alterations, additions, improvements, or repairs to the concession facilities. Concessionaire agrees to return the Campground and facilities to the County in the same or better condition as the Campground and facilities were in when this Agreement was signed, reasonable wear and tear and casualty excepted.

11 ALTERATIONS AND IMPROVEMENTS AND COUNTY INFRASTRUCTURE INVESTMENT CONTRIBUTION

11.1 Concessionaire shall not make any improvements or alterations to the premises without County's written consent. Any approved improvements or alterations made shall remain on and be surrendered with the Premises on expiration or termination of this Agreement. County may elect, within 30 days after expiration of this Agreement, to require Concessionaire to remove any unapproved improvements and/or alterations that Concessionaire made to the Premises.

11.2 Concessionaire shall apply for all required state and local permits prior to commencing any repairs, reconstruction, replacement, or installation. Concessionaire shall comply with any and all laws, rules, or regulations applicable to such activities undertaken pursuant to this Agreement, including, but not limited to, prevailing wage laws.

11.3 If Concessionaire makes any alterations to the Premises as provided in this Section 11, Concessionaire shall provide the County at least ten (10) days' written notice prior to commencing any approved alterations, to allow the County to post and record a Notice of Non-Responsibility under California law.

11.4 No work performed by or caused to be performed by Concessionaire shall be deemed to unreasonably interfere with Concessionaire's operations.

11.5 County Infrastructure Investment Contribution. The County will make the amounts of Concession Fee received from Concessionaire available for certain infrastructure investments to improve and upgrade the facility, at the request of the Concessionaire. A list of projects eligible for County investment contribution is set forth on Exhibit A to this Agreement.

Such investments must align with the scope and priorities outlined in Exhibit A of this Agreement, must be undertaken in compliance with the terms and conditions of this Agreement, and must be completed to the satisfaction of the County.

11.7 Additional infrastructure investments may be requested by the Concessionaire. The County, in its sole discretion, may approve or disapprove any such infrastructure investments, and may agree to provide funding from the received Concession Fee toward approved infrastructure investments.

11.8 Notwithstanding anything to the contrary in this Agreement, County has the right to cause alterations and improvements to be made at the Campground Premises, at

County's sole cost and expense. The work required to complete any such alterations or improvements shall not unreasonably interfere with Concessionaire's operations authorized by this Agreement.

12 CONCESSIONAIRE'S PERSONNEL.

12.1 Concessionaire's employees engaged in operating the Campground shall be fully trained and qualified to perform the duties assigned to them.

12.2 Concessionaire shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, and, upon objection by the County concerning the conduct, demeanor or appearance of any such person, Concessionaire shall immediately take all necessary steps to remedy the situation.

12.3 Concessionaire shall develop and maintain an Employee Injury and Illness Prevention Program that meets or exceeds all requirements as set forth by the California Health and Safety Code, CAC Title 8, as may be amended, or as otherwise required by law.

12.4 Notwithstanding the status of Concessionaire as being a private entity, Concessionaire shall comply with the provisions of Section 5164 of the Public Resources Code for all employees who supervise minors.

12.5 Concessionaire shall ensure that all employees meet the provisions of Section 5163 of the Public Resources Code relating to TB tests for all employees.

13 QUALITY OF SERVICE: RATES AND CHARGES.

Concessionaire shall maintain a high standard of service. The prices to be charged by Concessionaire shall be approved, in writing, by County prior to Concessionaire's charging such amounts. Such approval may apply to a range of potential rates, which, once approved may be implemented by Concessionaire at Concessionaire's discretion. Contractor will maintain resident and Tribal discount programs and publish all discount windows on the facility website and at point of sale.

14 COUNTY INSPECTION AND MAINTENANCE.

County reserves the right of entry upon the Campground Premises at all reasonable times and the right to inspect the Premises and the operation thereon, and if Concessionaire has been advised and requested, and refuses or neglects to do so, to do any and all work of any nature necessary for the immediate preservation, maintenance and operation of the Campground and bathhouses and to charge Concessionaire of the cost thereof. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust operations in such a manner that the County may proceed expeditiously. County shall coordinate with Concessionaire in order to minimize the interruption to Concessionaire's activities.

15 INDEMNIFICATION.

15.1 To the fullest extent permitted by law, Concessionaire shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers from and against any and all liability, claims, damages, losses, judgments, expenses, and other costs, including litigation costs and reasonable attorney's fees, arising from all negligent or willful acts or omissions of Concessionaire or its officers, agents, or employees in rendering services under this Agreement; excluding, however, liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. Concessionaire's obligation to defend, indemnify, and hold the County, its officers, employees, agents, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Concessionaire's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Concessionaire, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Concessionaire's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Concessionaire to procure and maintain insurance.

15.2 County shall have no responsibility to safeguard the equipment and property of Concessionaire, in Concessionaire's possession, or that of any of its invitees. County shall have no responsibility to safeguard or protect the Concessionaire or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

15.3 In the event a claim is made against County, or County is named a co-defendant in any action, Concessionaire shall immediately notify County of such fact, and at County's option shall either retain legal counsel to represent County in such action at Concessionaire's sole expense, or reimburse County for County's litigation costs, expenses and attorney's fees in undertaking to represent itself.

15.4 In the event a claim is made against both County and Concessionaire for the joint and several liability of County and Concessionaire, the determination as to the apportionment of liability between County and Concessionaire shall be made by the judge in a court of competent jurisdiction. Concessionaire must give prompt notice to County in the event of any fire or accident involving personal injury or property damage at the concession facilities. Neither County nor Concessionaire shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between County and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify, defend, protect and hold harmless County as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of County, its officers, directors, agents or employees.

15.5 Concessionaire hereby waives all claims and recourse against County, including the right or contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases County from any liability relating to, or in any way connected to, Concessionaire's activities or Concessionaire's use of the Campground Premises, including its facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of County, its officers, directors, agents or employees.

16 INSURANCE.

Concessionaire shall procure and maintain for the duration of the contract, insurance as set forth Exhibit C.

17 ASSIGNMENT AND SUBLETTING.

Concessionaire shall neither assign, nor otherwise convey any interest in this Agreement, without the prior written consent of County made in its reasonable discretion, and any attempt to assign any such interest without such prior written consent shall be void. If consent to any such assignment or sublease is given by County, Concessionaire shall be and hereby agrees to be and remain fully bound and responsible hereunder for such duties and obligations as may be assigned to another. Any sublease Agreement entered into by Concessionaire shall expressly provide for recognition and acceptance of all the terms of this Agreement.

18 WAIVER OF CONTRACT TERMS.

No delay or omission in the exercise of any right or remedy of County on any default by Concessionaire shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by County of any delinquent concession fee shall not constitute a waiver of timely payment for the particular concession fee payment involved. County's consent to or approval of any act by Concessionaire requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent act by Concessionaire.

19 DEFAULT.

19.1 The occurrence of any of the following shall constitute a default by Concessionaire:

19.1.1 Failure to pay the Concession Fee when due. Any amount subject to a bonafide dispute shall be paid under protest.

19.1.2 Concessionaire's failure to occupy the Campground Premises and operate the Campground for ten (10) consecutive days while in default (past applicable notice and cure periods) of any material obligation of Concessionaire under this

Agreement shall be deemed an abandonment and vacation of the Campground and Campground Premises. Non-occupation of the Campground Premises or operation of the Campground is permissible with advance written approval of the Parks Director during seasonal/scheduled closures, or in the event of natural disasters or other threats to the safety of the personnel and employees of Concessionaire. Requests for abandonment and/or vacation shall be made in writing with thirty (30) days advance notice.

19.1.3 Failure to perform any other provision of this Agreement, if the failure to perform is not cured within thirty (30) days after notice has been given to Concessionaire, or, if the default cannot reasonably be cured within thirty (30) days, Concessionaire fails to commence to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

19.1.4 Concessionaire becomes insolvent or files for bankruptcy, either voluntarily or involuntarily.

19.2 Notices given under this paragraph shall specify the alleged default and the applicable provisions of the Agreement, and shall demand that Concessionaire perform the provisions of this Agreement or pay the Concession Fee that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this agreement unless County so elects in the notice.

19.3 County shall have the following remedies if Concessionaire commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

19.3.1 County may continue this Agreement in full force and effect, and the Agreement will continue in effect as long as County does not terminate Concessionaire's right to possess the Campground Premises and operate the Campground. County shall have the right to collect the Concession Fee when due. After Concessionaire's default, and for as long as County does not terminate Concessionaire's right to possession of the Campground Premises or operation of the Campground, and if Concessionaire obtains County's written consent, Concessionaire shall have the right to assign or sublet its interest in this Agreement, but Concessionaire shall not be released from liability.

19.3.2 County may terminate Concessionaire's right to possess the Campground Premises and/or operate the Campground at any time following a default. No acts by County, other than giving notice to Concessionaire, shall terminate this Agreement. Acts of maintenance, efforts to locate a new concessionaire, or the appointment of a receiver on County's initiative to protect County's interest under this Agreement shall not constitute a termination of Concessionaire's rights under the Agreement. On termination, County has the right to recover from Concessionaire court costs necessary to compensate County for all damage proximately caused by Concessionaire's default. Concessionaire shall be liable immediately to County for the reasonable and necessary costs County incurs in entering into another concessionaire

agreement for the concessions including, without limitation, restoring the facilities as detailed in this Agreement and subject to Paragraph 22 and /or 24.1, and like costs.

19.3.3 County, at any time after Concessionaire commits a default, may cure the default at Concessionaire's expense. If County, at any time, by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by County shall be due immediately from Concessionaire to County at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by County until County is reimbursed by Concessionaire. The sum, together with interest on it, shall be an additional concession fee.

20 LIENS.

Concessionaire shall not suffer or permit any mechanic's, materialmen's or other liens to be filed against the Campground Premises including any buildings and improvements located thereon, or against the County or any lender holding funds for any work on the Campground Premises done by Concessionaire. If any such liens or similar proceedings are filed or commenced, Concessionaire shall, within 30 days after notice of the filing thereof, cause the same to be discharged or recorded by payment, deposit, order of court or bonding; provided, however, that Concessionaire shall have the right to contest, with due diligence, the validity or amount of any such lien, if Concessionaire shall give to County security therefore, reasonably acceptable to County, in an amount equal to one and one- half times the original and any increased amount of any such claim.

Nothing in this Agreement shall be deemed in any way to constitute the consent of County, express or implied, to the performance of any labor or the furnishing of any material for any improvement, alteration, repair or replacement of the buildings and improvements on the Campground Premises by any contractor, subcontractor, laborer or materialman, nor as giving Concessionaire any right, power or authority to contract for, on County's behalf, the rendering of any services or the furnishing of any materials.

21 DAMAGE/DESTRUCTION.

If, during the term of this Agreement, the Campground and/or any other facilities on the Campground Premises are totally or partially destroyed from any cause other than Concessionaire's partial or sole negligence, County, at its option, may terminate this Agreement or restore the premises and other improvements thereon to substantially the same condition as they were in immediately before destruction. If County elects to restore, such destruction shall not terminate this Agreement. In the event the premises are totally or partially destroyed due to Concessionaire's negligence, Concessionaire shall, at County's option, promptly restore the Campground Premises.

22 MODIFICATION OF AGREEMENT.

Notwithstanding any of the provisions of this Agreement, the parties may, by mutual

written consent, modify or amend this Agreement.

23 NON-DISCRIMINATION.

23.1 Concessionaire shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status, against any person by refusing to furnish such person any service or privilege offered to the general public. Nor shall Concessionaire publicize such services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status.

23.2 During the performance of this Agreement, Concessionaire, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Concessionaire and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Concessionaire shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88- 352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

24 SURRENDER OF PREMISES.

24.1 On expiration or termination of this Agreement, Concessionaire shall surrender to County the Campground Premises and any and all improvements and alterations existing on the Campground Premises in the same or better condition it was in on the effective date of this Agreement, reasonable wear and tear and casualty accepted. Concessionaire shall have a period of ten (10) days to remove all things which are the property of the Concessionaire. Concessionaire shall perform all restoration made necessary by the removal of Concessionaire's personal property within a reasonable time. If Concessionaire fails to surrender the Campground Premises to County on expiration or termination of the Term as required by this section, Concessionaire shall indemnify, defend, protect and hold County harmless from all damages resulting from Concessionaire's failure to surrender the Campground Premises.

24.2 County may elect to retain, or dispose of in any manner, Concessionaire's personal property that Concessionaire does not remove from the Premises on expiration or termination of this Agreement after giving at least a 10-day notice to Concessionaire. Title to Concessionaire's personal property that County elects to retain or dispose of on expiration of the 10-day period, shall vest in County. Concessionaire waives all claims against County for any damage to Concessionaire resulting from County's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to

County for County's costs for storing, removing, and disposing of Concessionaire's personal property.

24.3 If Concessionaire, with County's consent, continues to occupy the Campground Premises and/or operate the Campground after expiration of this Agreement, or after the date in any notice given by County to Concessionaire terminating this Agreement, such use by Concessionaire shall be on a month-to-month basis, terminable on a 30-day notice given at any time by either party. All provisions of this Agreement except those pertaining to the term, shall continue to apply.

25 STATUS OF CONCESSIONAIRE.

25.1 All acts of Concessionaire, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Concessionaire, by virtue of this agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this agreement, Concessionaire has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Concessionaire and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

(i) Concessionaire shall determine the method, details, and means of performing the work and services to be provided by Concessionaire under this Agreement.

(ii) Concessionaire shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

(iii) Concessionaire, its agents, officers, and employees are, and at all times during the term of this agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

(iv) Concessionaire will obtain any and all necessary licenses and permits for such concession in the name of Concessionaire and not name County in any manner on such licenses or permits.

26 NOTICES.

Except as otherwise provided herein, any notices required or permitted to be given under this Agreement shall be personally delivered or sent by certified mail and

addressed to the respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice, in writing, to either party.

27 ADVICE OF COUNSEL.

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

28 RULES AND REGULATIONS.

Concessionaire agrees to comply with the ordinances, rules and regulations, and any other regulations of County. Such rules and regulations shall include County Ordinances 1024, 1038 and any amendments thereto or revisions or replacements thereof.

29 ENTIRE AGREEMENT.

This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed and supersede all prior written and oral discussions or representations.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]

COUNTY

COUNTY OF INYO, a political subdivision of the State of California

By: Scott Marcellin
(Signature)

Scott Marcellin
(Print or Type Name)

Date: 10/21/2025

CONCESSIONAIRE

FLIPPIN-HAMRICKS, LLC, a Nevada limited liability company

By: Lance Hamrick
Lance Hamrick (Oct 21, 2025 13:37:52 PDT)
(Signature)

Lance Hamrick
(Print or Type Name)

Date: 10/21/2025

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Oct 23, 2025 10:12:19 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd (Oct 23, 2025 08:45:07 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg (Oct 23, 2025 09:22:25 PDT)
County Risk Manager

EXHIBIT A
ELIGIBLE INFRASTRUCTURE INVESTMENTS

- Replace electrical wiring for men's and women's bathhouse. Electrical wiring must be completed by a licensed electrician and must receive a permit from Inyo County Department of Building and Safety.
- Pave pathways on bathhouse grounds to create accessible pathways from the parking area to both bathing areas, preferably in concrete.
- Ensure all restrooms meet ADA standards.
- Repair or replace campground restrooms and plumbing as needed.
- Remove and replace cast iron sewer lines serving the bathhouse.
- Remove generator from well house and replace with properly-sized redundant power system.
- Campground Section "C" electrical wiring cleaned up, including lifting the weatherhead and adding a dead front.
- Raise the overhead powerlines in Section C.
- Remove existing sewer lines for bathrooms in Section H and replace with 4" ABS/SDR sewer line.
- Install electrical upgrades to section near bathhouses and store to reduce load on current system, including replacing existing electrical boxes.

Exhibit B
Maintenance Schedule

Daily Maintenance:

- Clean and sanitize both bath houses including tubs, restrooms and showers.
- Clean and sanitize campground restrooms.
- Stock all soap and paper dispensers.
- Check and clear any plugged drains, toilets and laves.
- Check interior and exterior lighting for operation.
- Check for and remove trip and other hazards in public access areas.
- Disconnect or turn off power to all unoccupied camp sites.
- Check hot tubs for correct disinfection, temperature, and water flow.
- Drain and sanitize pools daily.
- During each day that the facility is open to the public, the following information must be noted in a log for each individual hot bath:
    - Disinfection residual
    - PH
    - Water temperature
    - Incidents involving blood, fecal, or vomitus contamination
    - Incidents of drowning, near-drowning, or heat illness
    - Any maintenance performed
    - The addition of any water chemistry additives
    - Pool closures
- Check operation of domestic water system.
- Maintain creek that runs through the property, clearing out trash, plants, and other debris to avoid potential flooding in Section D and other areas.

Monthly Maintenance:

- Check all electrical outlet and connections at campsites.
- Clean, maintain and evaluate all campsites.
- Pressure wash or hose down exterior of buildings
- Clean windows inside and out.
- Check electrical pedestals at campsites for damage.
- Water Jet all lateral sewer lines in bath houses.
- Check all structures inside and out for damage, i.e. leaking roofs, broken

windows, missing or damage siding.

- Check all main electrical panels for sign of bad connections or excessive heat at circuit breakers.
- Verify presence and integrity of hot bath signage and life safety devices.
- Check railing of the steps leading from office to campground for integrity. Reinforce or tighten if necessary.

Water System Maintenance to be Performed Upon Request:

- Report water usage from wellhouse production meter.
- Exercise water system valves and flush dead ends.
- Ensure that the outlet behind the hydropneumatic tank is covered when not in use.
- Maintain and clean the building housing the hydropneumatic tank to prevent any contamination to the water system, adhering to hantavirus guidance in Exhibit E and any other relevant safety management.
- Report any leaks/failures of the water system within 24 hours of discovery. Report to Katie Paterson at 760-709-0659.
- Report any water complaints within 24 hours of receiving them. Report to Katie Paterson at 760-709-0659.

Exhibit C
Insurance Requirements

Concessionaire (hereafter Concessionaire) shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Concessionaire's maintenance, operation, and use of the leased/licensed space. The cost of such insurance shall be borne by the Concessionaire.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Concessionaire has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage. Coverage requirement may be waived if parking spaces for concessionaire are <u>not</u> included in the lease/license.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage requirement may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.
4. **Property** insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Concessionaire maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Concessionaire. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Concessionaire including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Concessionaire's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the Concessionaire's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Umbrella or Excess Policy: The Concessionaire may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Legal Liability Coverage: The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

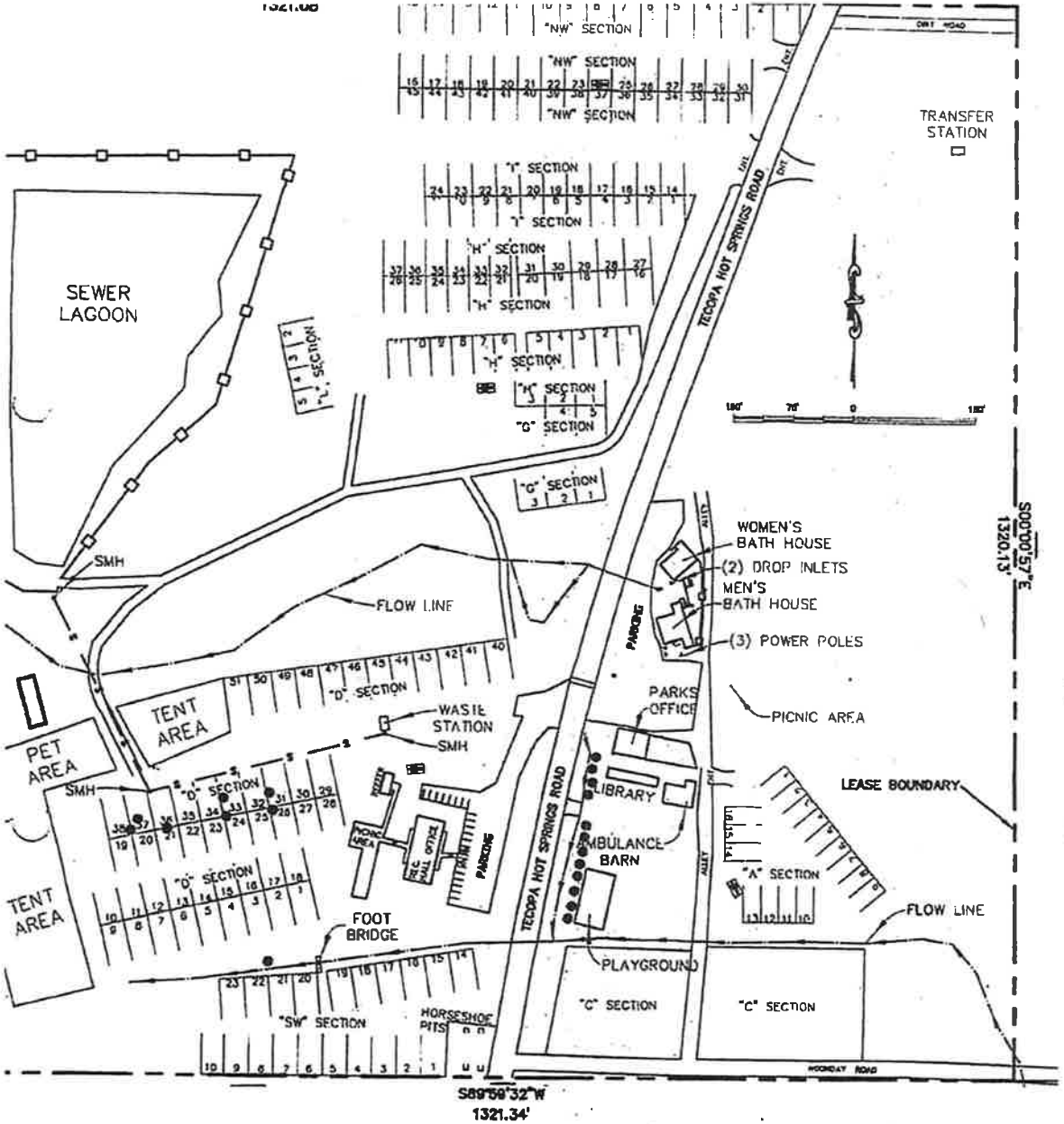
Waiver of Subrogation: Concessionaire hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against Inyo County by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Concessionaire to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Concessionaire who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Concessionaire to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

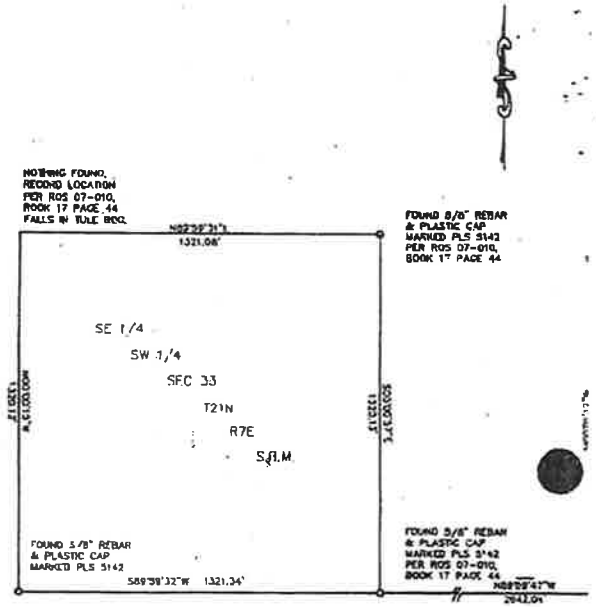
Verification of Coverage: Concessionaire shall furnish Inyo County with original certificates of insurance, all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by these insurance requirements), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before the lease/license commences and upon renewals. Failure to provide verification shall not waive the Concessionaire's obligation to provide verification.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements upon 30-day notice to Concessionaire, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



TECOPA HOT SPRINGS CAMPGROUND

SCALE: 1" = 150'



LEGAL DESCRIPTION

SCALE: 1" = 500'

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTIO
21 NORTH, RANGE 7 EAST, S.B.M., IN THE COUNTY OF INYO, STATE
AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 8, PAGE 4
SURVEY MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID

NOTE:
CAMPGROUND SPACES SHOWN ARE DELINEATED ONLY FOR INFORMA
SPACES ARE DELINEATED BY TIRE MARKERS

LEGEND

SMH	SEWER MANHOLE
	PROPERTY LINE
	FENCE LINE
	FLOW LINE
	RESTROOMS
	TREE
34	CAMP SITE

EXHIBIT A-1
LA0165129

Plans Prepared by:
INYO COUNTY PUBLIC WORKS
168 N. Edward, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

TECOPA HO
CAMPG

Date: MAY 2008

Designed by: | Drawn by: DEW | Date: MAY 2008 | Drawing Name: Co Park - Bnd. - Lease

HOW CAN I AVOID GETTING HANTAVIRUS PULMO

Keep wild rodents out of your home.

Infection with Sin Nombre virus can be prevented by keeping wild rodents out of homes and cleaning rodent contaminated areas in a safe manner.

Signs of rodents around buildings include:

- Live or dead mice
- Nests
- Droppings
- Urine stains
- Gnaw marks

Check inside and behind kitchen cabinets, inside closets, around vents, behind appliances, around windows and doors, and around all electrical, water, gas, and sewer lines.

Check around windows and doors, between the foundation and the siding, around electrical lines and water pipes, and in eaves and vents in the roof.

Look for holes or gaps inside and outside the the home. Seal all holes that are larger than 1/4 inch in diameter. Use cement, wire screening, hardware cloth, steel wool, or copper mesh material (such as Stuf-fit).

Reinforce the sealing material with caulk or expanding foam.

Remove wild rodents from inside homes. Place spring-loaded "snap" traps along baseboards and in areas where rodents are entering the home.



Do not use glue or live traps as these may increase your risk of infection. Place traps near areas of rodent activity, but out of the reach of pets and children.

Examine traps regularly and remove trapped rodents promptly.

The following measures can reduce the number of rodents in and around buildings:

- Place woodpiles, vegetable gardens, trash cans, and pet food at least 100 feet from the house.
- Promptly remove uneaten pet food.
- Keep food in tightly sealed containers.
- Fix leaks in sprinklers or other outside pipes that might attract rodents as a water source.
- Keep garbage in tightly sealed containers and dispose of at least weekly.



Clean areas conta

Dead rodents, rod should be remove before areas are re rodents or items c always take the fo

Open windows an contaminated are for at least 30 min

Do not vacuum or sweep wild rodent contaminated areas !

Spray rode droppings, contamina with bleach

IMPORT/ gloves a

Use a 1 com (fo d i

REQUEST FOR PROPOSAL

TBD

TECOPA HOT SPRINGS CAMPGROUND AND POOLS - CONCESSION AGREEMENT

168 N Edwards Street

Independence, CA 93526

RELEASE DATE: June 30, 2025

DEADLINE FOR QUESTIONS: July 25, 2025

RESPONSE DEADLINE: August 15, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/countyofinyoca

TABLE OF CONTENTS

1. Description of Services to Procure .....
2. Anticipated Dates and Location of Performance .....
3. Terms and Conditions Applicable to all RFPs.....
4. Evaluation Process .....
5. Evaluation Rubric .....
6. Proposal Questionnaire .....
7. Question / Inquiry Process .....
8. Insurance. .....

Attachments:

A - Exhibit A RFP

B - Tecopa Price List for RFP 2025

C - Proposed Annual Payment Schedule Tecopa RFP 2025

1. Description of Services to Procure

1.1. OBJECTIVE

The County of Inyo is soliciting proposals for a Concessionaire to envision, improve, operate, and maintain a campground facility, hot springs pools, and optional retail space located on a 40 acre Bureau of Land Management (BLM) lease in the Southeast section of Inyo County, within a short drive from Death Valley National Park and Las Vegas, Nevada. A successful applicant must be able to show that they can fulfill the requirements listed in this scope using the resources provided by the county (facilities, operation parameters, etc.) for the duration of the contract term. A successful proposal will include a feasible business plan for facility operations, as well as a site improvement concept plan, with a time schedule, reasonable milestones, and proposed budget.

The goal of the County in seeking a Concessionaire is to improve and enhance the campground, the hot springs pools, and the overall facility in order to provide a high quality day and overnight use facility that highlights the unique beauty and recreation opportunities of the desert. The successful respondent will be expected to enter a Concession Agreement with the County wherein the County grants the Concessionaire the right to use, develop, and operate the County's leased property in exchange for payments and other agreed-upon terms.

The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Respondent (including principals). Award of an agreement will be based on both objective and subjective comparison of Respondents and Proposals. Information being solicited from Respondents is intended to provide the County with adequate knowledge of Respondents and Proposals so that the County can judge the relative merits of each of the Proposals.

1.2. REQUIREMENTS

A. The following minimum services must be provided at Tecopa Hot Springs Campground and Pools but are not limited to:

1. Operation of the Campground with a minimum annual operating period of October - May. The number of sites available should generally accommodate demand, but may be adjusted based on the Respondent's proposed improvement plan or with the written agreement of the County;
2. Operation of the men's and women's bath houses and pools in accordance with Inyo County Code section 12.16 and all applicable regulations;
3. Operation of the RV Dump Station (Inyo County will continue to maintain and operate the sewer lagoons);
4. The Concessionaire must provide a substantial discount on bath passes to year-round locals of Tecopa, Shoshone, and nearby communities;
5. General maintenance of all facilities, which includes cleaning restrooms and bath houses, minor landscaping, litter and garbage removal, customer service, cleaning of the RV dump station, and fee collection.

B. The Contractor shall be responsible to obtain, at its sole expense, all required permits from all applicable regulatory agencies, which are necessary to allow Contractor to build, renovate and/or operate the facilities. The successful proposer shall comply with all laws, regulations, and ordinances.

1.3. OPTIONAL SERVICES

A. Selling retail items;

B. Renting recreation equipment including, but not limited to, tents, RVs and other camping equipment, bicycles/surreys, and awnings/umbrellas/cabanas/chairs;

C. Long term RV storage;

D. Additional proposed services will be subject to approval by the County.

1.4. EXCLUDED SERVICES

Services specifically excluded are:

A. Services related to the functioning of the County-run Community Center, Library, or Sewer Lagoon.

1.5. PROPOSAL FORMAT

Please note the following items are to be returned with the Proposal as Required Submissions.

Tab A		• Introduction Letter
Tab B	Services & Operations Plan	• Describe the services to be offered; ○ Operational Description with schedule of dates/times of operation; ○ Staffing plans and training plans; ○ Guest service standards and procedures, including reservations and check-in procedures; • Maintenance and sanitation standards; • Compliance plan for safety and regulatory requirements. • Include listing of services to be performed by subcontractor (if applicable).
Tab C	Facility Improvement Concept Plan	• Proposed facility enhancements and facility improvement ideas; • Proposed budget for enhancements; • Environmental considerations; • Community outreach and feedback plan; • Proposed timeline of enhancements, including milestones.

Tab D	Business Plan	• Year by year projection of revenues and expenditures for the five (5) years of the Agreement. • Expenditures must reflect projected payment to the County. o County is willing to consider forgoing some or all payments depending on the scope of the improvements proposed as part of the Facility Improvement concept plan. • Business Management Policies describing controls over money, staffing, accounting, and customer service.
Tab E	Marketing Plan	• Describe the target audience and promotional approach; • Describe potential strategies for attracting visitors; • Any seasonal marketing initiatives or special events; • Describe any limitations on tour buses or other large groups.
Tab C	Qualifications	• Qualifications and Experience • Reference Form • Lawsuits pending or completed in the last five (5) years involving the corporation, LLC, partnership, or individuals with more than ten percent (10%) interest. • Lawsuits and/or judgments from lawsuits in the last five (5) years which are concerned directly with your staff or part of your organization proposed for the contract. • Financial Information • Minimum of two (2) bank references
Tab D	Compensation	• Describe proposed revenue streams to County and estimate annual revenues to County based on data and methodology as defined in the Business Plan. • Completed Pricing Proposal • The County is willing to consider forgoing some or all payments as a financial contribution to implementation of the site improvement concept plan; and as an incentive to keep the pools open to year-round Tecopa residents free of charge.
Tab E	Exceptions	• Any exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity.

2. Anticipated Dates and Location of Performance

The Concession Agreement may be offered for a term of five (5) years from the date of commencement, with the option to renew the agreement for two (2) successive terms of up to five (5) years each subject to the conditions stated in the attached agreement.

3. Terms and Conditions Applicable to all RFPs

3.1. Public Nature of Responses

By submitting a proposal in response to this RFP, respondents understand that Inyo County is a public agency that is subject to the California Public Records Act. Any proposal submitted in response to this RFP may constitute a public record that is disclosable to any member of the public upon request. Any respondent who feels that their response contains confidential or proprietary information that should not be disclosed to the public must stamp each page that contains allegedly confidential information with the word "CONFIDENTIAL" in the header of the page in at least 12-point type. Additionally, the respondent must highlight in yellow the text or information that is alleged to be confidential on that page. The County will disregard blanket assertions that an entire response is confidential and any confidential stamps where the respondent does not also highlight the allegedly confidential information. Please note that stamping a page as confidential and highlighting text does not guarantee that it will be protected from disclosure.

3.2. Rejection of Bids

The County reserves the right to reject any or all proposals, or to waive any minor informality in any proposal, if it is deemed to be in the best interest of the County.

3.3. Protest Procedures

Any respondent who wishes to challenge the County's handling of the procurement process must do so via the mandatory administrative procedure set forth in Inyo County Code Chapter 6.30.

4. Evaluation Process

4.1. Evaluation

All proposals will be evaluated by a County Selection Committee (Committee). The Committee may be composed of County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the County Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. Upon completion of

the evaluation and selection process, the County and Concessionaire will begin payment negotiations. Upon acceptance of a payment proposal and successful contract negotiations, staff will recommend a contract be awarded.

5. Evaluation Rubric

Responses will be scored per the rubric below.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Thoroughness of Bid** Completeness of proposal and ability to respond to the requirements stipulated by the County	Points Based	5 *(5% of Total)*
2.	**Proposed Services and Operations** Does the Respondent's business plan include all required services? Any optional services? Does the Respondent's proposal describe all of the required operational considerations; including: • staffing and training plans • guest services standards and procedures • hours of operation • reservations and check in processes • maintenance and sanitation standards • compliance with safety and regulatory requirements. Does the business plan maximize the use of this facility for the enjoyment of the people of Tecopa as well as visitors?	Points Based	20 *(20% of Total)*

3.	**Facility Improvement Concept Plan** Merits of the facility enhancement proposal and any additional facility ideas. Proposed improvements (structures, landscaping, amenities) Timeline and budget for enhancements Environmental suitability considerations Innovation and alignment with the County's goals Alignment with community vision and values	Points Based	20 *(20% of Total)*
4.	**Business Plan** Financial viability and projections (income, expenses, cash flow) Startup capital and funding sources Proposed Annual Payment	Points Based	20 *(20% of Total)*
5.	**Marketing Plan** Strategies for attracting visitors (digital, print, partnerships) Target audiences and promotional approach Seasonal marketing initiatives and outreach to underserved communities	Points Based	15 *(15% of Total)*
6.	**Qualifications & Experience** Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants Experience with campground or hospitality operations Past performance on similar contracts References and qualifications of team	Points Based	15 *(15% of Total)*
7.	**Ability to Enter into the Inyo County Master Services Contract** Proposer must review Contract and Insurance Requirements, see Attachments, to ensure all terms are acceptable. Any requests for modifications to the contract must be noted in the proposal	Pass / Fail	5 *(5% of Total)*

6. Proposal Questionnaire

1. Are you or any of your immediate family (spouse/domestic partner, children, or parents) currently employed by Inyo County? Employees include Inyo County elected officials. Answering "yes" to this question does not necessarily disqualify a respondent, but the County must collect this information to ensure that it is complying with all conflict-of-interest rules. *

☐ Yes
☐ No

*Response required

When equals "Yes"

1.1. Please provide their names and position titles.*

*Response required

2. Do you believe that you are eligible for the Inyo County contracting preference for small and/or local businesses?*

See Chapter 6.06 of the Inyo County Code for details.

☐ Yes
☐ No

*Response required

When equals "Yes"

2.1. Please upload documentation to demonstrate that your firm is a local business as defined by Inyo County Code § 6.06.020

Please download the below documents, complete, and upload.

- Local_Business_Contracting_...

When equals "Yes"

2.2. Please provide certification number if your firm is a small business as defined by Inyo County Code § 6.06.020

3. I understand that, if I wish to challenge the County's handling of any aspect of the procurement process, I must do so via the mandatory administrative procedure set forth in Inyo County Code Chapter 6.30. *

Inyo County Code Chapter 6.30

☐ Please confirm

*Response required

4. Please download, complete, and upload a copy of the attached lease payment Proposal. *

Please download the below lease payment worksheet, complete, and upload. The proposed lease payments from the Respondent to the County must match those reflected in the Business Plan. Payments can be made an on annual or monthly basis, and can be proposed as a flat fee, a revenue share, or both.

Current rates for the campgrounds, pool use, and other amenities are included as Exhibit B. Any changes to the rates proposed by the Respondent will need approval from the Inyo County Board of Supervisors.

- Proposed_Annual_Payment_Sch...

*Response required

5. Please Upload Your Proposal Here. *

*Response required

7. Question / Inquiry Process

You may ask questions regarding this RFP by emailing Meaghan McCamman at mmccamman@inyocounty.us. All questions must be submitted before 5 pm on Friday, July 25, 2025. Your question and any response will be posted on Open Gov no later than 5 pm on Monday, August 4, 2025. The County will choose which questions to respond to. You may not receive a response to your question. Do not directly contact any County employee other than Meaghan McCamman about this RFP, and do not contact Meaghan McCamman by any method other than email. County employees are prohibited from speaking directly to respondents about this RFP because all respondents must receive the same information to ensure a level playing field.

8. Insurance.

Lessee/licensee (hereafter lessee) shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased/licensed space. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

8.2. Automobile Liability:

Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Lessee has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. (This applies if parking spaces are included in the lease/license.)

8.3. Workers' Compensation:

Insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees.)

8.4. Property:

Insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

8.5. Lessee Broader Coverage

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

8.6. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Lessee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Umbrella or Excess Policy: The Lessee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Lessee's primary and excess liability policies are exhausted.

Legal Liability Coverage: The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Waiver of Subrogation: Lessee hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Lessee may acquire against Inyo County by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Lessee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Lessee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Verification of Coverage: Lessee shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by these insurance requirements. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before the lease/license commences.** However, failure to obtain the required documents prior to the initiation shall not waive the Lessee's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Tecopa Hot Springs Campground & Pools

Concessionaire Proposal

Submitted by: Flippin Happy Campers & Lance Hamrick LLC (the "Proposer")
Date: August 15th, 2025

Contact:

- Bryan Flippin, Project Lead –(702)523-0352

  bryanflippin@gmail.com
- Kristine Flippin, Operations & Compliance – tecopahs@gmail.com
- Lance Hamrick, Business Development & Marketing – lance.hamrick@cbcvegas.com
- Vanessa Hamrick, Guest Services & Programming – vanessahamrick222@gmail.com

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Tab A – Introduction Letter

Inyo County Evaluation Committee

Dear Committee Members,

We respectfully submit our proposal to serve as the next concessionaire and operational steward of Tecopa Hot Springs Campground & Pools. As experienced project managers, hospitality professionals, and community engagement leaders, our team—**Flippin Happy Campers & Hamrick's LLC**—brings a proven commitment to infrastructure revitalization, regulatory compliance, and culturally sensitive programming.

We recognize the historic, environmental, and wellness value of Tecopa Hot Springs and believe that, with the right management, this cherished public resource can thrive year-round. Our vision aligns with the County's

goals of providing a clean, safe, family-friendly destination that is affordable, accessible, and respectful of the desert environment.

Our proposal outlines:

- Capital project coordination to address deferred maintenance and implement facility improvements.
- Daily guest services that enhance visitor satisfaction and ensure safety.
- A seasonal marketing plan to attract diverse visitor groups.
- A locally grounded operations model balancing public benefit with financial sustainability

Respect for Tribal Heritage & Local Community

As stewards of this land, we are committed to meaningful consultation and cooperation with the Timbisha Shoshone Tribe. Our approach includes co-creating educational materials and interpretive signage, offering opportunities for artisan and vendor participation, and providing cultural sensitivity training for all team members. We will listen, learn, and partner to ensure operations reflect community values on water use, access, and ecological care.

We appreciate the opportunity to present our vision and invite you to review our comprehensive proposal.

Sincerely,
Flippin Happy Campers & Hamrick's LLC
Project Managers & Concessionaire Candidates

Tab B – Services & Operations Plan

1) Service Catalog & Guest Policies

- **Day-Use Hot Springs Access:** Timed-entry windows to manage capacity; re-entry allowed same day with wristband. Lockers available.
- **Overnight Stays:** Tent pads, back-in and pull-through RV sites (30/50 amp where available); potable water points; dump station. Monthly sites limited and assigned by written agreement.
- **Programming:** Weekly wellness classes (yoga/meditation), guided nature walks, arts & maker workshops, dark-sky stargazing nights. Group reservations available with advance booking.
- **Local Access: Free pool access for full-time Tecopa residents** (ID verification); resident guest passes offered off-peak.

- **Retail/Concessions (as permitted):** Basic sundries, hydration, local artisan goods.
- **Pets:** Allowed in campground on leash; no pets inside bathhouses or pool enclosures (service animals excepted).
- **Quiet Hours:** 10:00 PM – 6:00 AM. Generators restricted to posted hours.
- **Smoking/Alcohol/Glass:** No smoking/vaping or glass within pool enclosures. Alcohol per County rules; disorderly conduct not tolerated.

2) Operating Calendar & Service Hours

- **Peak Season: October 1 – June 1** (full services).
- **Daily Hours: 6:00 AM – 10:00 PM** for pools and front desk.
- **Shoulder/Summer (June 2 – Sept 30):** Limited services or maintenance shutdowns as required for safety; published schedule 30 days in advance.
- **After-Hours Coverage:** On-call park host; posted emergency contact; incident phone monitored 24/7.

3) Staffing Plan & Coverage (Peak Season)

Core Roles & Minimum Coverage:

- **Operations Manager (1 FTE):** Oversight, compliance, vendor coordination, scheduling, financial controls.

- **Front Desk / Reservations (2 FTE + 1 PTE):** Check-in/out, retail/POS, phones & emails, cash controls.
- **Maintenance Technician (1 FTE):** Repairs, PM calendar, work orders.
- **CPO / Pool Operator (1 FTE or FTE share):** Water chemistry, logs, equipment checks.
- **Park Hosts / Workampers (2 sites):** Nightly rounds, guest orientation, minor maintenance.

Sample Shift Matrix (Peak Season):

Function	6–10a	10a–2p	2–6p	6–10p
Front Desk	1	1	2	1
Bathhouse	1	2	2	2
CPO	✔ chem check	–	✔ chem check	–
Maintenance	–	1	1	on-call
Host Patrol	–	–	1	1

4) Training & Onboarding

- **Pre-Season Academy (24 hrs):** Customer service, de-escalation, ADA awareness, cultural sensitivity, cash handling, radio etiquette, emergency response.

- **Certifications:** CPO (or equivalent), CPR/First Aid; refresher every 2 years or per statute.
- **On-the-Job SOPs:** Cleaning checklists, chemical testing steps, lock-out/tag-out basics for non-licensed tasks, incident reporting.
- **Drills:** Quarterly evacuation and medical response drills; annual tabletop for severe-weather/wildfire.

5) Guest Journey & Service Levels

- **Pre-Arrival:** Automated confirmations, arrival guide with maps, rules, and weather/road advisories.
- **Arrival & Check-In:** Target wait time < 7 minutes; ADA-first queueing; proactive site escort if requested.
- **During Stay:** Staff rounds each 2–4 hours; response to service calls < 10 minutes during operating hours.
- **Check-Out & Feedback:** Express check-out; QR code survey; issues tracked in a corrective-action log within 48 hours.

6) Reservations, Payments & Cancellations

- **Platform:** Cloud-based PMS/POS with integrated payments; PCI-compliant; nightly audit reports.
- **Policies:**
  - Camp/RV: 72-hour cancellation window; earlier of first night's deposit or fee retained if late.
  - Day-Use: Timed-entry refundable up to 24 hours prior.

    - Groups/Events: Contracted terms; deposits and attrition schedule.
- **Discounts:** Locals, military, seniors, off-peak promotions; all codified and auditable.

7) Maintenance & Sanitation Program

- **Cleaning Frequencies:** Bathhouses cleaned minimum 4x daily (opening, mid-day, late afternoon, closing) with spot checks hourly on peak days.
- **PM Calendar:** Pumps/filters weekly checks; HVAC/vents monthly; electrical/GFCI quarterly; deep-clean of tile/grout monthly.
- **Work Orders:** Logged via mobile app; priorities P1 (life-safety < 4h), P2 (operational < 24h), P3 (routine < 7d).

8) Pool & Water Quality Management

- **Testing:** At least **2x daily** (opening & late afternoon) plus after heavy use; logs retained per County requirements.
- **Equipment:** Redundant test kits; automatic feeders where approved; secondary sanitation considered if required by code.
- **Records:** Chemical logs, backwash logs, incident/contamination response forms; maintained for regulatory inspection.
- **Incident Response:** Immediate closure, remediation per health code, supervisor sign-off before reopening.

9) Safety, Security & Emergency Preparedness

- **Plans:** Site-specific Emergency Action Plan (EAP) covering medical, fire/wildfire, hazardous materials, missing persons, severe weather, and suspicious activity.
- **ICS Roles:** Incident Lead (Ops Manager), Safety Officer (CPO/Lead), PIO (Manager), Liaison (Manager).
- **Equipment:** AEDs at front desk and pool area; stocked trauma kits; radios with dedicated emergency channel; lighting and CCTV in common areas (privacy-respecting).
- **Evacuation:** Posted routes and muster points; accessibility accommodations included.
- **Night Protocols:** Two-person close; lock/check list for gates, chemical rooms, cash drops.

10) Accessibility & Inclusive Service

- ADA-compliant parking, routes, and restroom features where feasible; portable solutions interim while permanent upgrades are constructed.
- Lane/soak scheduling to allow equitable access during peak periods.

11) Environmental Stewardship & Waste

- **Water:** Low-flow fixtures; leak detection; irrigation only with native/drought-tolerant landscaping.

- **Waste:** Recycling/compost options where viable; chemical storage in secondary containment; SDS on site.
- **Energy:** LED lighting; timer/photocell controls; explore solar shade structures in later phases.

12) Technology & Data Management

- PMS/POS with role-based access; daily backups; minimal data retention per policy.
- Guest Wi-Fi in public areas; acceptable-use policy posted.
- Work order app; digital forms for inspections and chemical logs; dashboard for KPIs.

13) Subcontractor Oversight

- Written scopes with KPIs, response times, and safety requirements; certificates of insurance on file.
- Check-in/out logs for vendors; escort policy for after-hours work.

14) Reporting, KPIs & Continuous Improvement

- **Weekly:** Occupancy, ADR, RevPAS (revenue per available soak), incident summary, maintenance backlog.
- **Monthly:** Financials vs. budget, guest satisfaction (CSAT/NPS), compliance

Tab C – Facility Improvement Concept Plan (Expanded)

1) Purpose & Vision

Our improvements will transform Tecopa Hot Springs Campground & Pools into a clean, safe, and family-friendly destination that honors the desert environment and original stewards of the land. The plan focuses on:

- **Guest comfort & accessibility**
- **Safety, code compliance, and durability** in a harsh desert climate
- **Operational efficiency** to reduce long-term costs
- **Sustainability** (water/energy stewardship, dark-sky lighting, native landscaping)
- **Sense of place** via interpretive signage, wayfinding, and materials that reflect local character

2) Existing Conditions Snapshot (High Level)

Following County walk-through and records review, the following needs have been identified for near-term attention:

- Aging **pool surfaces, filtration, and ventilation**; need for updated circulation, disinfection, and anti-entrapment protection
- **Bathhouses/restrooms** showing wear; inconsistent ADA compliance (clearances, fixtures, grab bars, turning radii)
- **Electrical** distribution/pedestals at many RV spaces limited to 30A; panels and grounding in select areas require evaluation
- **Wayfinding and regulatory signage** inconsistent; interpretive content limited
- Minimal **shade/wind protection**; limited dark-sky compliant lighting
- **Pathways/parking** with accessibility gaps; variable surfacing and drainage

Final scope will be validated during pre-construction investigations (utility locates, surface scans, selective demolition, and code review).

3) Design & Construction Principles

- **Code-first**: CBC/CPC/CEC/CMC, California Pool Code, ADA 2010 Standards, ANSI/APSP/ICC, VGB Act
- **Desert-ready**: UV-stable finishes, corrosion-resistant hardware, heat-reflective roofs, wind-rated structures
- **Low-maintenance**: standardize parts; specify commercial-grade fixtures and coatings
- **Keep it simple**: modular elements, clear phasing to avoid long operational shutdowns
- **Co-creation**: interpretive elements developed with the Timbisha Shoshone Tribe and County

4) Scope of Improvements

A. Pools & Bathhouses

- **Pool Resurfacing**: Remove failing finishes; prep and install new quartz or high-performance plaster; repair expansion joints
- **Filtration & Disinfection**: New high-efficiency pumps, multi-media filters, UV secondary disinfection,

automated chemical control; isolation valves for maintenance

- **Anti-Entrapment & Safety**: VGB-compliant main drains, unlockable covers, anti-vortex fittings, dual suction lines, compliant SVRS where required

- **Accessibility**: ADA pool lift(s), handrails, transfer walls where feasible; compliant deck slopes and tactile warnings

- **Decks & Drainage**: Replace damaged deck sections; non-slip, light-colored finishes; trench drains with removable grates

- **Ventilation (Bathhouses)**: Upgrade exhaust/air changes for humidity control; add operable clerestory where feasible

- **Fixtures & Finishes**: Durable partitions, anti-vandal hardware, low-flow showers and faucets, epoxy or porcelain wall finishes, anti-slip floors

- **Locker/Changing**: Add compact lockers and family changing room, baby-changing stations

B. Restrooms & Showers (Campground)

- Reconfigure for **ADA-compliant stalls**, turning radii, and lavatory clearances

- Replace with **water-efficient** fixtures
- Improve **night lighting** (dark-sky, shielded), occupancy sensors, and ventilation

C. Campground Electrical & RV Pedestals

- Upgrade select loops from **30A to 50A** with new pedestals (GFCI where required), breakers, grounding, and labeling (limited)
- Replace corroded panels; add surge protection; balance loads for efficiency and safety

D. Site Lighting (Dark-Sky)

- Replace open fixtures with **fully shielded, 2700–3000K** luminaires on smart controls (dimming/curfew); maintain safe paths while preserving the night sky

E. Shade, Windbreaks & Comfort

- Install **solar shade structures** at key congregation points (pool deck edges, picnic nodes)

- Add **windbreak fencing** using perforated metal/wood slats to diffuse gusts without creating turbulence

- Provide **misters** and bottle-filling stations in high-use areas

F. Paths, Parking & ADA Connectivity

- Create continuous, **ADA-compliant routes** from parking to pools/bathhouses/camp loops

- Install tactile warning panels at transitions and crossings; restripe ADA parking with correct slopes and signage

G. Signage & Wayfinding (with Interpretive Layer)

- **Family-friendly wayfinding** (color zones, iconography) from entry to amenities

- **Interpretive exhibits** co-created with the Tribe: geology of hot springs, cultural history, water stewardship

- Clear **rules/regulatory** signage (multi-language pictograms), emergency info, and safety icons

H. Landscaping & Water Stewardship

- Plant **drought-tolerant natives**, bioswales for rare storm events, and **smart irrigation** (weather-based controllers)
- Explore **non-potable reuse** (where permitted) for landscape irrigation; coordinate with pool water management protocols

I. Sustainability & Energy (future phase)

- **Solar PV** integrated with shade structures (pre-wired for future battery)
- **EV Charging**: 2–4 Level-2 dual-port stations in main lot; conduit for expansion
- **Envelope & Equipment**: Cool roofs, reflective coatings, ENERGY STAR equipment where applicable

J. Recycling & Storage

- Consolidated **enclosures** for trash/recycling/green waste; easy service access; odor and pest mitigation
- Lockable **maintenance storage** with eyewash station and chemical segregation for pool operations

5) Phasing & Schedule

Targeting heavy construction during **off-season (June 2–Sept 30)** to minimize guest disruption.

- **Phase 0 – Pre-Construction (4–8 weeks)**: Surveys, utility locates, submittals, safety plan, procurement of long-lead items
- **Phase 1 – Health & Safety + ADA (Year 1)**: VGB compliance, filtration/disinfection upgrades, critical electrical, ADA routes/parking, bathhouse code fixes
- **Phase 2 – Infrastructure Modernization (Year 2)**: RV pedestals/panels, shade structures, lighting conversion, wayfinding package, landscaping/irrigation
- **Phase 3 – Enhancements & Expansion (Year 3+)**: Additional programming spaces (pavilion/class lawn), EV charger expansion, interpretive exhibits roll-out

Each phase will have a **commissioning and training** close-out to ensure staff readiness and O&M adoption.

6) Budget Framework & Cost Controls

- Establish **allowances** for unknowns (e.g., underground conditions)
- Use **alternate bid items** (Add/Deduct) to right-size scope to budget without re-bidding
- Lifecycle costing to prioritize items with the **fastest payback** (e.g., lighting and pump efficiency)

7) Permitting, Compliance & Reviews

- County building, electrical, and health department coordination; pool permits and inspections
- ADA 2010 Standards, VGB Act compliance documentation, **as-built and O&M manuals** upon completion
- Environmental coordination with County; materials and practices mindful of desert habitat
- **30-day in-season inspections** with County representatives; additional milestone walk-throughs at substantial completion of each phase

8) Risk Management & Safety

- Site-specific **Health & Safety Plan**; hot-work permits, lockout/tagout, trench safety

- Guest separation via fencing/clear detours and daily housekeeping of work zones
- Weather contingency plans for extreme heat/wind events

9) KPIs & Success Metrics

- **Guest satisfaction** (post-visit surveys ≥ 4.5/5 within 6 months of Phase 1)
- **Uptime**: Pool amenity availability ≥ 98% in operating season
- **Water & Energy**: ≥ 20% reduction in energy for pumps/lighting vs. baseline by end of Phase 2; landscape water use held within budgeted allotment
- **Accessibility**: ADA route compliance to bathhouses, and key amenities
- **Response Time**: Corrective maintenance tickets closed within 72 hours (average) during season

10) Drawings, Manuals & Training Deliverables

- 30/60/90% design submittals; product data; shop drawings; photometric plans

- As-builts (PDF + native CAD), O&M manuals, warranty packets
- **Staff training**: pool operations, chemical safety, emergency response, ADA assistance, and guest communication

11) Community & Tribal Engagement

- Engage the **Timbisha Shoshone Tribe** in interpretive content, naming, and programming opportunities
- Local vendor and artisan **market days** aligned with seasonal events; preference for regional trades during construction where feasible

12) Post-Improvement Maintenance Strategy

- Seasonal **preventive maintenance** schedules (filters, pumps, coatings, lighting)
- Spare-parts inventory for critical systems (pumps, controllers, lighting drivers)
- Annual joint **facility review** with County to prioritize minor capital for the following season

Tab D – Business Plan

1) Vision & Objectives

Our goal is to relaunch Tecopa Hot Springs Campground & Pools as a clean, safe, affordable desert wellness destination—balancing guest experience, community benefit, and fiscal responsibility to Inyo County. We will:

- Deliver reliable day-use soaking and well-managed camping, October 1 – June 1 (peak season).
- Execute phased improvements that reduce long-term costs and raise guest satisfaction.
- Build transparent County reporting with measurable KPIs and clear financial controls.
- Create equitable access and respectful partnerships with local residents and the Timbisha Shoshone Tribe.

2) Operating Model at a Glance

- **Season & Hours:** Peak operating season Oct 1 – Jun 1; daily 6:00 a.m. – 10:00 p.m. (aligned with Tab B).
- **Core Services:** Day-use hot springs pools; campground/RV/tent stays; showers; reservations & check-in; paid Wi-Fi.
- **Guest Experience:** Cleanliness-first standards; fast check-in; clear pool etiquette; ADA-forward wayfinding; stargazing-friendly quiet hours.
- **Technology Stack:** Cloud PMS & POS; online bookings; digital waivers; incident logging; Starlink-backed Wi-Fi with daily passes.
- **Vendor/Contractor Access:** Guaranteed site access for maintenance and inspections (see Tab H – Exceptions).

3) Revenue Model

Primary Revenue Streams

- **Day-Use Hot Springs:** Standard day passes; time-block management on peak days to balance capacity and experience.

- **Camping (RV/Tent):** Dynamic pricing by date and demand; add-ons for extra vehicles/showers where applicable.
- **Showers (Non-camping):** Paid, time-limited access during posted hours.
- **Wi-Fi (Starlink):** Daily passes (average of **30 users/day** integrated into plan).
- **Group/Program Bookings:** After-hours or off-peak reservations for wellness groups, astronomy nights, or educational programs (limited, pre-approved).

Discounts/Equity Access

- **Residents & Tribal Community:** Structured off-peak pricing windows; limited-capacity resident days; verification standards; posted calendar.
- **Seniors/Veterans/Underserved:** Targeted, published discount tiers; tracked for County reporting.

4) Pricing Framework (initial, adjustable)

- **Day-Use Pools:** Tiered by day and time block (weekday/shoulder/holiday).

- **Camping:** Dynamic rate bands with advance-purchase and length-of-stay incentives; transparent taxes/fees.
- **Showers:** Flat fee per time window; upsell towel rentals only if authorized by County.
- **Wi-Fi:** Daily pass (per device or household). *Illustrative:* $10/day.

5) Demand, Seasonality & Capacity Management

- **Peak Season:** Oct–May; highest day-use on weekends/holidays.
- **Shoulder Days:** Mon–Thru. periods for resident/tribal access programs.
- **Capacity Controls:**
- Online pre-booked time blocks for day-use on high-demand dates.
- Live occupancy board at entrance; overflow waitlist with SMS notifications.
- Safety-driven bather load limits; protective windbreak/shade (see Tab C).

6) Organizational Plan & Controls (summary; details in Tab B)

- **Staffing:** 2 full-time + 2 part-time (peak) baseline, expanded on holidays.
- **Training:** CPR/First Aid; Certified Pool Operator (CPO) coverage; ADA/customer-care; cultural sensitivity; incident reporting.
- **SOPs:** Opening/closing; water chemistry; cleaning cadences; cash & cashless controls; nightly reconciliation; emergency actions.
- **Vendor Mgmt.:** Backgrounded service partners; scheduled PM; access logs.

7) Financial Plan & Assumptions

Key Operating Assumptions (Year 1, illustrative)

- **Season length:** ~8 months (Oct 1 – Jun 1).
- **Utilization:**
- Day-use: demand peaks weekends/holidays; time-blocked on sellout days.
- Camping: dynamic pricing + minimum-stay rules on holidays.

- **Inflation/Indexing:** Utilities +5%/yr; supplies +3%/yr; wages per CA requirements; insurance market +7–10%/yr.
- **Wi-Fi: 30 daily passes/day** average during operating season. At an illustrative **$10/day**, this yields ≈ **$73,200** per season (30×$10×~244 days).
- **Lease/Revenue Share:** See Tab G for final structure; model-ready for base rent + variable % of gross with improvement offsets.

Cash Controls & Audibility

- Dual cash-count procedures; blind reconciliation; manager sign-off.
- Daily Z-reports; weekly summary; monthly County packet with KPI dashboard.
- Incident logs linked to financial periods for traceability.

8) Capital Plan, Funding & ROI (syncs with Tab C)

- **Phase 1 (Year 1):** Health & safety, ADA, filtration, electrical clean-up, signage.

- **Phase 2 (Year 2):** Shade/windbreaks, bathhouse modernization, pathways, drought landscaping & graywater reuse where feasible.
- **Phase 3 (Year 3+):** Program spaces, stargazing enhancements, interpretive elements.

Funding Approach

- Operator-funded improvements prioritized to reduce OPEX (e.g., filtration efficiency, shade reducing evaporation/heat load).
- Explore grants/partnerships for accessibility, conservation, and dark-sky education.
- **County Ownership:** All capital improvements remain County property (per Tab H – Exceptions).

ROI Logic

- Lower chemical/power costs from upgraded systems.
- Higher guest satisfaction → repeat visits & reviews → steady occupancy rate gains.
- Reduced closures via preventative maintenance.

9) Risk Management, Compliance & Insurance

- **Compliance:** Water quality standards; posted rules; daily chemistry logs; CPO oversight; ADA access improvements; documented inspections every 30 days in season (County-led).
- **Safety:** Clear depth/temperature signage; slip prevention; incident response drills; heat/wind protocols; after-hours security checks.
- **Insurance:** GL, property, workers' comp, auto (if required), and umbrella at County required limits (final limits in Tab G/County MSC).
- **Business Continuity:** Power backup plan; emergency vendor list; communications tree; mutual Force Majeure protections (see Tab H).

10) KPIs & County Reporting (Monthly Packet)

- Visitor counts by segment (day-use, camping, resident/tribal, programs).
- Occupancy, ADR (camping), RevPAR-equivalent, average length of stay.
- Pool uptime %, water chemistry pass rate, incident counts and resolution time.

- Cleanliness scores, NPS/guest feedback, review response time.
- Operating costs per visitor; utilities per bather-day; chemical use per 1,000 gal.
- Progress on Phase improvements; photos; change orders; budget-to-actuals.
- Revenue share statement and backup (see Tab G).

11) Implementation Timeline (Milestones)

- **T-60 to T-30 days:** Finalize rates/calendar, launch website & bookings, hire & train, order supplies/PPE, confirm inspection calendar.
- **T-14 days:** Dry runs of opening/closing; water tests; soft-open with invited locals for feedback.
- **Opening Day:** Full services live; KPI baseline established.
- **First 30/60/90 Days:** Probationary review windows (mutual 90-day clause; see Tab H).
- **End of Year 1:** Phase-1 completion; County joint review; Year-2 plan lock.

12) Community, Tribal & Partner Engagement

- **Timbi-Sha-Shoshone Partnership:** Co-develop interpretive signage and programs; vendor/artisan opportunities; staff cultural training (see Tab A commitments).
- **Local Residents:** Off-peak access windows, resident days, transparent discount policy.
- **Alliances:** Tourism boards, wellness organizers, RV clubs; astronomy groups for "Soak & Stargaze" nights (see Tab E).

13) Environmental Stewardship

- **Water:** Tight leak detection; scheduled audits; gray water/recapture for drought-tolerant landscaping where feasible.
- **Energy:** Shade/windbreaks to reduce thermal loss; LED retrofits; equipment right-sizing.
- **Dark Sky:** Adaptive, low-glare lighting; stargazing programming; quiet hours enforcement.
- **Waste:** Clear sorting; vendor packaging standards; refill/cleaning concentrates.

14) Governance & Communication

- **Weekly Ops Huddle:** Issues, incidents, staffing, supplies.
- **Monthly County Packet:** KPIs, financials, improvement updates, inspection log.
- **Quarterly Public Note:** Seasonal calendar, policy changes, community invites.

15) How This Plan Aligns With Other Tabs

- **Tab B – Services & Operations:** SOPs, staffing, and hours detailed there; this plan references their financial impact.
- **Tab C – Facility Improvements:** Funding and ROI gates tied to Phase milestones.
- **Tab E – Marketing:** Demand generation tied to dynamic pricing and capacity management here.
- **Tab G – Compensation:** Model-ready for base rent + % revenue with capital offsets.
- **Tab H – Exceptions:** 90-day probation, inspection cadence, access guarantees, County ownership of improvements.

Tab E – Marketing Plan

1) Brand Positioning & Promise

Positioning: A restorative desert soak-and-stay experience—clean, safe, and family-friendly—serving road-trippers, wellness seekers, and RV travelers near the gateway to Death Valley.

Brand pillars:

- **Pure mineral water,** clean facilities, and caring hospitality
- **Dark-sky stargazing** & desert wellness (quiet hours, mindful programming)
- **Accessible & inclusive,** with community-first pricing and resident perks
- **Responsible operations:** water-wise landscaping, low-impact lighting, and waste reduction

2) Objectives

- **Occupancy & Visits**
- Average **RV/campsite occupancy**

- **Day-use soak**
- **Direct Bookings**
- **60–70%** of reservations direct (website/phone) to reduce OTA commissions
- **Marketing Efficiency**
- **Audience Growth**
- **Email list:** new contacts
- **Social:** combined followers with engagement rate
- **Reputation**
- **4.6★+** average rating; ≥30 new Google reviews/quarter
- **Community**
- **Resident participation**

3) Channel Strategy & Tactics

A) Digital (Always-On)

1. **SEO-Optimized Website**

- Fast, mobile-first site with structured data (Local Business & Event schema), integrated booking engine, FAQ, accessibility statement, and live availability.
- Content hubs: *Plan Your Trip* (routes, weather, packing lists), *The Water* (benefits & etiquette), *Events* (Soak & Stargaze, markets), *RV & Camp Basics*.
- Blog cadence: 2 posts/month targeting long-tail queries (e.g., "hot springs near Death Valley," "winter RVing in the Mojave," "dark sky soaking tips").
- Onsite **conversion points:** sticky "Book Now," exit-intent offer (e.g., 10% off weekday soaks for email sign-up), and abandoned-cart emails.

2. **Search & Social Ads**

- **Google Ads:** intent keywords + branded defense; bid adjustments for drive-time markets (Las Vegas area, SoCal).
- **Meta Ads:** reels/carousels with UGC; audience stacks by traveler type (wellness, camping, road trips).
- **YouTube/Shorts:** 15–30s verticals spotlighting night skies, steam, and "quiet hour" ambiance.
- **Retargeting:** site visitors & add-to-cart audiences; dynamic "last-viewed campsite/soak pass."

3. **Organic Social**

- Platforms: Instagram, TikTok, Facebook.
- Cadence: 4–5 posts/week (mix of reels, carousels, stills). Stories daily in peak season.
- Themes: water & wellness, stargazing, guest spotlights, "camp host tips," indigenous history highlights (co-created when invited), behind-the-scenes maintenance/cleanliness.

4. **Influencer & Creator Partnerships**

- Focus **micro-creators (10k–100k)** in wellness, RV, astronomy, and desert travel.
- Offer media rates / hosted weekday stays; require **usage rights**, **FTC disclosure**, and **deliverables** (2 reels, 1 carousel, 10 story frames, link-in-bio for 7 days).
- Trackable codes and booking links; pay on performance where appropriate.

5. **Email & SMS**

- **Welcome series (3 emails):** introduce water story → plan your visit → first-time offer.
- **Monthly newsletter:** events, partner perks, limited-time rates.

- **Automation:** abandoned booking; pre-arrival tips; post-stay review ask with photo UGC prompt; birthday/anniversary treats.
- **SMS** for same-day promos (weekday afternoon "Twilight Soak" offers).

6. **Listings & Reputation**

- Claim/optimize **Google Business Profile** and Apple Business Connect; consistent NAP across directories.
- Monitor/respond within 48 hours to all reviews; QR codes on-site for easy review capture.
- Distribution on **Hipcamp, The Dyrt, Campendium** (commission-aware): syndicate accurate photos, amenities, rules, and seasonal hours.

7. **Wi-Fi Splash Page & On-Site Capture**

- Branded captive portal offering free basic access with email opt-in; upsell **daily high-speed pass**.
- Rotate creative for night events, weekday deals, and resident days.

B) Print & Out-of-Home

- **Tri-fold rack cards** and **4×9 shelf flyers**: maps, hours, rates, QR to booking.
- **Posters** for visitor centers, cafés, outfitters: "Soak & Stargaze" + seasonal calendar.
- **Regional magazine** placements (winter & shoulder issues) with trackable QR.

C) Partnerships

- **Tourism boards & chambers:** cooperative content, calendar inclusion, press trips.
- **Wellness retreat organizers:** midweek buyouts or program blocks; co-branded itineraries.
- **RV clubs & caravans:** negotiated group rates, host-led stargaze nights.
- **Education & culture:** invite collaboration with the **Timbi-sha Shoshone** for interpretive content, artisan vending, and cultural programming (as welcomed).
- **Hospitality & attractions:** cross-promos with nearby lodging, cafés, and guides.

4) Target Audiences & Messaging

1. **Road-Trippers**

- **Need:** easy, memorable stop near national parks.
- **Message:** "Steam off the miles. A safe, spotless soak at the desert's edge."
- **Offers:** weekday day-pass bundles; fuel-receipt promo (show receipt, get $2 off).

2. **Wellness Travelers**

- **Need:** restorative rituals, quiet, clean water.
- **Message:** "Mineral-rich. Mindful. Desert-calm."
- **Offers:** sunrise/sunset soak windows; add-ons (yoga lawn pop-ups, towel kits).

3. **RVers & Snowbirds**

- **Need:** hookups, reliability, community, value over months.
- **Message:** "Stay longer, feel better—desert days with hot-spring nights."
- **Offers:** multi-week pricing; loyalty punches; club caravans.

4. **Local Residents**

- **Need:** affordable wellness and community space.
- **Message:** "Your backyard springs—clean, cared for, and close."

- **Offers: Resident Days**, morning lap-soak hours, punch cards, job/volunteer pathways.

5) Seasonal Campaigns (with Execution Detail)

A) "Soak & Stargaze" (Nov–Mar, select new-moon weeks)

- **Assets:** night-sky photo/video, red-light etiquette graphic, event landing page.
- **Distribution:** email invite (D-14, D-3), Meta & Google Events, partner calendars.
- **On-site:** warm beverage stand, red-light loaners, constellation cards.
- **Measure:** sell-out rate, ancillary sales per guest, review mentions of stargazing.

B) Local Artisan Markets (Monthly, Oct–Apr)

- **Vendor mix:** artisans, wellness goods, local food trucks (as permitted).
- **Marketing:** co-hosted Facebook Events; vendor IG takeovers; flyer drop at libraries and cafés.

- **Measure:** foot traffic, vendor retention, resident pass sales.

C) Resident-Only Off-Season Days (Jun–Sep, mornings/evenings)

- **Pricing:** reduced day-pass; family bundle.
- **Community messaging:** cooling hours, safety, facility updates.
- **Measure:** resident attendance, pass renewals, email growth.

D) Discount Programs for Underserved Groups (Year-Round Windows)

- **Eligibility examples:** seniors, veterans, students; designated **Community Access Days**.
- **Execution:** clear schedule on site/website; simple verification; no data beyond basic proof.
- **Measure:** participation count and NPS by segment.

6) Launch & Content Cadence

90-Day Launch (Pre-Season: July–Sept)

- **Week 1–2:** brand kit; photo/video shoot (day + night); website rebuild with booking engine.
- **Week 3–4:** claim listings; integrate analytics; set up email/SMS automations.
- **Week 5–6:** SEO content (3 cornerstone pages); initial Google & Meta campaigns live.
- **Week 7–8:** creator outreach; partner calendar submissions; rack card print.
- **Week 9–10:** staff social training; review-response playbook; Wi-Fi splash page live.
- **Week 11–12:** press note ("Season Opening & Soak & Stargaze Dates"); community preview.

Always-On Content Rhythm

- **Reels/Shorts:** 2–3/week (water, stargazing, guest stories)
- **Carousels/Posts:** 2/week (itineraries, tips, facilities)
- **Stories:** daily in season (queue FAQs, surveys)

- **Email:** monthly newsletter + triggers (welcome, pre-arrival, post-stay)

7) Creative Guidelines

- **Photography:** steam, reflections, night skies, clean tile/fixtures, smiling multi-generational guests (model releases); avoid overcrowded frames.
- **Video:** gentle water audio; 24–30fps; 5–7s hook; captions always.
- **Voice & Tone:** calm, welcoming, precise about cleanliness and safety.
- **Accessibility:** alt text, high-contrast palettes, captioned video, readable fonts.
- **Attribution:** credit co-created cultural content; secure rights from creators.

8) Pricing, Packages & Promotions (Marketing-Aligned)

- **Weekday "Twilight Soak"** (last 2 hrs.): value rate to lift shoulder demand.
- **"Soak + Towel Kit"** bundle at POS; **Gift Cards** online and on-site.

- **Loyalty:** digital punch (buy 5 day-passes, 6th free); **Refer-a-Friend** codes.
- **Clubs/Groups:** tiered rates for RV caravans and wellness retreats midweek.

9) Community & Cultural Engagement

- Open invitation to the **Timbi-Sha Shoshone** for interpretive signage, artisan vending, and programming collaboration; honorarium budgets included when invited.
- **Resident Advisory Touchpoints:** quarterly listening hour and survey; "You said, we did" updates in email and on signage.

10) Budget & Allocation (Guideline)

Allocate **6–8% of gross revenue** to marketing. Example split:

- **Paid media (search/social/video): 45%**
- **Content (photo/video, design): 20%**
- **Print/OOH & distribution: 10%**
- **Influencers/press hosting: 10%**

- **Partnerships/events/community: 10%**
- **Tools/analytics/contingency: 5%**

11) Measurement & Reporting

- **Dashboard:** traffic, bookings (by source), CPA/ROAS, email growth, social reach/engagement, review volume/sentiment, occupancy, day-pass sales, ancillary (towels, Wi-Fi).
- **Attribution:** UTMs on all links; call tracking for phone reservations.
- **Quarterly experiments:** A/B test offer framing (e.g., "Twilight Soak" vs "Sunset Soak"), landing page hero shots, and minimum-stay rules for RV.

12) Risk, Compliance & Standards

- **Data privacy:** CCPA-compliant opt-in, clear unsubscribe, data minimization.
- **Disclosure:** FTC-compliant influencer posts.
- **Brand safety:** no off-trail imagery, respectful cultural framing, and night-sky etiquette.

- **Crisis comms:** prewritten notices for weather, maintenance, or access changes; website banner + SMS + Google Profile updates within 60 minutes.

13) Sample Creative (Short Copy Lines)

- "**Steam meets starlight.** Desert nights, perfectly quiet."
- "**Arrive dusty. Leave glowing.**"
- "**Clean water. Clear skies.** Your Tecopa ritual."
- "**Weekday unwind**—less crowd, more calm."

14) Print & Digital Asset Checklist

- Rack card + poster (QR to booking)
- Seasonal event one-sheet & vendor packet
- Night-sky etiquette card (red-light friendly)
- ADA access map & quiet-hours sign
- Media kit (fact sheet, photo rights, logos)
- Wi-Fi splash creatives + "Daily High-Speed Pass" flyer

15) 12-Month Campaign Calendar (High Level)

- **Oct:** Season open; Resident Days launch; creator visits #1
- **Nov:** Soak & Stargaze #1; RV club outreach; gift card push
- **Dec:** Holiday lights & "Quiet Week" wellness promos
- **Jan:** Wellness reset; partnerships with retreat leaders
- **Feb:** Couples' stargaze nights; photo contest
- **Mar:** Spring break family bundles; artisan market
- **Apr:** Shoulder-season weekday specials; review drive
- **May:** Locals appreciation month; summer hours messaging
- **Jun–Aug (Off-Season):** Resident mornings/evenings; maintenance storytelling; content library build
- **Sep:** Pre-season campaign; creator visits #2; press note with event dates

What you'll get from this plan

- More **direct bookings** and higher **repeat visitation**
- A resilient **community pipeline** (residents, partners, retreats)
- A consistent brand that highlights **cleanliness, safety, accessibility,** and the **unique desert-night experience**

Tab F – Qualifications

1) Summary of Qualifications

Flippin Happy Campers & Lance Hamrick LLC brings a blended track record in guest experience, community engagement, field operations, and light capital improvements suited to hot springs, campground, and day-use facilities. Our team emphasizes:

- Safe, clean, family-friendly operations aligned with Inyo County standards
- Transparent financial stewardship and data-driven decision-making

- Culturally respectful programming in partnership with local communities and the Timbisha Shoshone Tribe
- Phased improvements that reduce lifecycle costs and increase accessibility

2) Key Personnel & Roles

Vanessa Hamrick — Community Engagement & Visitor Experience Lead (On-Site Lead)

- Licensed real estate professional known for ethics, communication, and detail orientation; seasoned in high-touch client service and conflict resolution.
- Leads guest services, staffing/training, reservation standards, complaint resolution, community partnerships, and KPIs reporting.

Lance Hamrick — Operations & Maintenance Lead

- Oversees daily facilities operations, vendor coordination, preventive maintenance, and safety compliance; establishes checklists, logs, and shift protocols.

Bryan — Sustainable Construction & Site Improvements

- Experience in land-sensitive development and sustainable construction methods; guides scopes for resurfacing, shade/wind protection, ADA pathing, and signage.

Kristine Forbes — Design, Brand & Interpretation

- Visual communication and wayfinding; supports interpretive/educational materials, digital presence, and guest-facing collateral aligned with county branding.

Seasonal Park Hosts & Front-Desk Team

- Two full-time + two part-time (peak), cross-trained in check-in, pool monitoring, retail kiosk, light maintenance, and after-hours protocols.

Organizational Coverage: 6:00 a.m.–10:00 p.m. during the operating season (Oct 1–Jun 1), with on-call protocols after hours.

3) Licenses, Certifications & Training (Plan)

- **Facility Safety & Aquatics**
- Certified Pool Operator (CPO) for at least one on-site lead per shift
- First Aid/CPR/AED for all guest-facing staff
- ADA customer-service training; incident documentation best practices
- **Project & Vendor Controls**
- Contractor insurance & licensing verification; Job Hazard Analyses (JHAs) for improvements

4) Safety, Risk Management & QA/QC

- **Daily:** Opening/closing safety walks, water-quality tests (documented), custodial logs, hazard tagging and remediation.
- **Weekly:** Facility audit (bathhouses, grounds, signage, lighting); chemical inventory reconciliation.
- **Monthly (in-season):** County-led inspection welcomed (per Tab H intent); corrective-action tracker shared.
- **Incident Response:** 3-tier escalation with time-bound communication to guest, County contact, and (if needed) EMS.

- **QA/QC:** Mystery-guest checks, response-time SLAs, and trend reporting to drive fixes.

6) Community, Tribal & Stakeholder Engagement

- **Timbisha Shoshone Collaboration:** Open invitation to co-create interpretive materials, programming, and artisan/vendor access; cultural-sensitivity training for all staff.
- **Local Workforce:** Priority hiring for Tecopa/Shoshone/Death Valley area residents; flexible shifts; skills development.
- **Access & Affordability:** Resident days, local discounts (per Tab E marketing & Tab B services), and off-season activations.

7) Environmental Stewardship & Sustainability

- Water-wise custodial practices; explore non-potable/treated water reuse for landscaping where compliant.
- Solar shade structures and windbreaks (per Tab C) to improve comfort and reduce operating costs.
- Native, drought-tolerant landscaping with low maintenance plans and interpretive labels.

- Waste reduction: refill stations, vendor packaging guidelines, recycling where feasible.

8) Financial Capacity & Controls

- **Cash Controls:** Dual-custody deposits, POS with user roles, daily reconciliation, surprise audits.
- **Reporting:** Monthly P&L, revenue share calculations, capital improvement log (with County-retained ownership per Tab H).
- **Forecasting:** Seasonal demand modeling (Oct–Jun focus), sensitivity analyses for weather/road closures.

9) Subcontractors & Vendors (Anticipated)

- **Licensed Pool Service (backup/overflow)** — chemistry, filtration service, emergency repairs
- **General Contractor(s)** — bathhouse and hardscape scopes (ADA ramps, resurfacing)
- **Signage/Fabrication** — interpretive panels, wayfinding, code signage
- **Security (as-needed)** — event nights, peak weekends

- **IT/Wi-Fi** — guest internet kiosk/portal, uptime monitoring, PCI guidance

10) Insurance & Compliance (Summary)

- General Liability, Auto, Workers' Comp, and other coverages consistent with County master services requirements.
- Vendor COIs naming County as additional insured where required.
- Safety Data Sheets (MSDS) and chemical storage compliant with code.

11) Technology Stack (Operations)

- **Reservations/POS:** Cloud-based platform with timed entries for day-use pools, dynamic inventory for campsites, and barcode/QR tickets.
- **Maintenance:** Work-order app with SLAs, photos, and close-out notes.
- **KPI Dashboard:** Admissions, occupancy, ancillary sales, complaint resolution time, and cleanliness scores shared monthly.

12) Performance Metrics (Sample Targets)

- Pool water tests logged **every 2–4 hours** during open hours
- Custodial checks **hourly** (bathhouses) and **twice-daily** deep cleans
- Guest issues acknowledged within **15 minutes**; resolved within **24 hours** (or clear timeline provided)
- Cleanliness score **≥ 4.6/5**, NPS **≥ +50** in peak season
- ADA route uptime **≥ 99%** (prompt mitigation after wind/sand events)

13) References & Evidence of Past Performance

- Professional and vendor references available within **2 business days** of request (as noted previously).
- Sample SOPs, inspection checklists, and training matrices available for County review.

Tab H – Exceptions & Clarifications

Purpose. These exceptions/clarifications are offered in good faith to align risk, ensure service continuity, and protect public value. All are negotiable and intended to be incorporated into the final Concession Agreement and the County's Master Services Contract (MSC).

H.1 Probationary Term & Early Termination

Rationale: Establishes a fair "fit check" window while protecting guests and public assets.

Proposed language: "A mutual **90-day probationary period** shall commence on the Service Start Date. Either party may terminate **without cause** during probation with **30 days' written notice**. Upon termination, payments are prorated to the effective date; Contractor will assist with orderly transition for up to 10 business days."

H.2 Capital Improvements: Ownership, Approval & Cost Recovery

Rationale: County retains ownership; Contractor needs predictable recovery on County-approved investments.

Proposed language: "All permanent improvements become **County property** upon installation. For County-approved capital improvements over **$2,500** (single item), Contractor shall receive cost recovery via: (a) **rent/revenue-share credits** or (b) **amortization** over the lesser of **useful life or term** (straight-line). At early termination without Contractor default, County will **buy out the undepreciated balance** of County-approved items. Prevailing wage and 3-bid procurement apply where legally required."

H.3 Inspection Frequency & Cure Process

Rationale: Ensures accountability while allowing practical cure periods.

Proposed language: "County may conduct **in-season inspections at least every 30 days** and **off-season quarterly** with 48-hour notice (except emergencies). Non-material deficiencies: **15 days to cure** (or 5 days to commence cure if longer is reasonably required). Material health/safety issues: **immediate mitigation** and full cure **within 72 hours** where feasible."

H.4 Force Majeure, Government Orders & Access Disruptions

Rationale: Aligns obligations with events beyond control; preserves service continuity.

Proposed language: "Force Majeure includes natural disasters, **public health orders**, **utility failures not caused by Contractor**, **BLM/road closures**, supply chain shocks, and acts/omissions of government. Deadlines extend day-for-day; **minimums, rent, or revenue-share are equitably abated** proportional to impact. Contractor may temporarily close affected facilities with County notice when guest/worker safety is at risk."

H.5 Site Access & Quiet Possession

Rationale: Ensures uninterrupted operations and vendor support.

Proposed language: "County guarantees Contractor and authorized vendors **24/7 operational access**, keys, gate codes, **utility meter access**, equipment storage, and **two host pads** (or equivalent) for onsite staffing. County will

not materially interfere with quiet possession except for emergencies, inspections, or agreed projects."

H.6 Utilities & Infrastructure Baseline

Rationale: Clarifies cost responsibility and upgrades path (e.g., 30A → 50A).

Proposed language: "Contractor pays consumption-based utilities; County is responsible for **capital utility capacity upgrades** required by code or County scope (e.g., main service upgrades). Extraordinary utility cost spikes **>25% YoY** due to rate changes trigger good-faith adjustment to pricing or revenue-share to maintain service viability."

H.7 Pricing Flexibility & Community Discounts

Rationale: Enables responsive pricing while honoring public access.

Proposed language: "Within published rate bands approved annually by County, Contractor may **seasonally adjust** rates with **14-day notice** to County. Contractor will maintain **resident and Tribal discount programs** and

publish all discount windows on the facility website and at point of sale."

H.8 Data, Reporting & Privacy

Rationale: Transparency for County; privacy for guests.

Proposed language: "Monthly revenue reports and audited annual statements are provided. County audit rights limited to **last 24 months**. Guest **PII is not shared** except as legally required; operational data may be shared in **aggregated/de-identified** form. PCI-DSS compliance for payments."

H.9 Marketing, Branding & Signage

Rationale: Ensures consistent public image.

Proposed language: "Contractor may use the facility name and create co-branded materials subject to County's **reasonable approval** (10 business day review). Permanent signage requires prior County approval; temporary event signage allowed with notice."

H.10 Compliance, Permits & Cultural Resources

Rationale: Clarifies shared responsibilities and Tribal engagement.

Proposed language: "County will reasonably assist with permits within its control. Contractor will comply with **Health Dept. pool ops (CPO, water testing logs)**, OSHA/Cal-OSHA, ADA, environmental and cultural resource protections. Contractor will support **meaningful consultation** with the **Timbisha Shoshone Tribe** as outlined in Tab A."

H.11 Indemnification (Mutual) & Liability Limits

Rationale: Balanced risk consistent with industry norms.

Proposed language: "**Mutual indemnification** for each party's negligence/willful misconduct. No indemnity for a party's **own negligence**. **No consequential, incidental, or punitive damages** except for third-party claims covered by required insurance or for willful misconduct. Liability is **capped at insurance limits** except for unpaid fees or IP/PII breaches."

H.12 Insurance Requirements (Clarified)

Rationale: Align with market availability and County protections.

Proposed language:

- **GL:** $1,000,000 per occurrence / $2,000,000 aggregate
- **Auto:** $1,000,000 combined single limit
- **Umbrella/Excess: $5,000,000** (GL/Auto follow form)
- **Workers' Comp:** Statutory; **EL** $1,000,000
- County named **Additional Insured**, **primary & non-contributory**, **waiver of subrogation**, **30-day cancellation notice** (10 days for non-payment). Carriers A.M. Best **A- VII** or better.

H.13 Dispute Resolution & Venue

Rationale: Encourages quick, local resolution.

Proposed language: "Disputes: executive **meet-and-confer**, then **mediation in Inyo County**, and if

unresolved, litigation in **California state courts in Inyo County**. Each party bears its own fees unless statute provides otherwise."

H.14 Public Records (CPRA) & Trade Secrets

Rationale: Protects confidential business information.

Proposed language: "Contractor may designate proprietary materials as **Trade Secret/Confidential**. County will provide prompt notice of **CPRA** requests to allow Contractor to seek protection."

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 27, 2026

Reference ID: 2026-744

Update on Proposed Bonanza Peak Solar Project

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Cathreen Richards, Planning Director	Cathreen Richards, Planning Director

RECOMMENDED ACTION:

A) Conduct workshop to update the Board and the community on the status of the proposed Bonanza Peak Solar Project; and
B) Review project documents as discussed in the staff report and included in the agenda packet and take comments from the Board and community.

BACKGROUND / SUMMARY / JUSTIFICATION:

PROJECT OVERVIEW

Project Description

The applicant has applied for two Renewable Energy Development Agreements (REDAs), each covering separate, but contiguous geographic regions of the Project property, to construct a 500 MW photovoltaic solar energy facility (the "Project"). The Project would be located on approximately 2,400 acres comprising 144 parcels of land which are privately owned by the Mary Lee Wiley Living Trust, Section 20, LLC, and Mary Jane Christensen, individually, within the Charleston View Solar Energy Development Area, or SEDA (see attached vicinity and site maps) in the community of Charleston View, Inyo County. The Project would be subject to two separate power purchase agreements (each a PPA) and therefore, two separate REDAs are proposed - one for each region/PPA area. Environmental review pursuant to the California Environmental Quality Act (CEQA) assesses the whole of the Project, including both of the two geographic regions. The Project (as further described in the Plan of Development or POD) (attached as Exhibit C to the REDAs) includes the following primary components in Inyo County:

- Main solar energy generation area, which includes 734,000 solar panels (number of panels subject to change with further design, but will remain within the footprint of the developed area described in the Plan of Development and analyzed as part of the environmental review of the Project).
- Power conversion systems including inverters and medium voltage transformers
- Medium voltage underground electrical collection system from the Power Conversion Stations (PCS) to the input of the main power transformers that will be located at the substation facility
- High voltage substation
- Gen-tie line*
- An Operation and maintenance (O&M) facility
- Power plant control and monitoring system and communications network

• Site security and fencing
• Access and interior access roads

• Stormwater/sediment retention areas**

*An approximately 8.9-mile long 230 kilovolt (kV) generation tie-in line (gen-tie line) wwould be constructed, of which approximately 0.361 miles (i.e. 1905.7 feet) would be located on private land adjacent to the Project in Inyo County, with the balance on land managed by the Bureau of Land Management (BLM) in Nye and Clark Counties, Nevada. The gen-tie line would connect to the existing GridLiance West-owned 230/500kV Trout Canyon substation.

**Stormwater runoff and sediment generated within the solar development area will flow and be captured along the western edge of the development area through 21 stormwater/sediment retention basins collectively covering approximately 20 acres of land. This will contain sediment and allow for water percolation into the ground as required by the Stormwater Pollution Prevention Plan (SWPPP). Graded areas would be allowed to revegetate following the construction phase.

The Project site is located on land designated by the County's General Plan as a Solar Energy Development Area, or SEDA, more specifically, the Eastern Solar Energy Group – Charleston View SEDA (see attached map). Eight different SEDAs were designated as potential areas for solar energy development in the County's 2015 Renewable Energy General Plan Amendment (REGPA), which underwent extensive public review and comment as well as environmental review pursuant to the REGPA Program Environmental Impact Report (PEIR). The Charleston View SEDA can be characterized as undeveloped, vacant, open space with some disturbance from roads, abandoned vehicles, and miscellaneous junk piles. The northeast side of the SEDA borders the State of Nevada and most of the surrounding Charleston View area is undeveloped land with scattered residential development, ad hoc RV living areas and miscellaneous storage/junk sites throughout.

The Project would have a 50-year Project lifetime commencing when building and grading permits are granted by the County, or six months following approval of the REDAs, whichever occurs first. Upon Project decommissioning, the Project site would be reclaimed in accordance with an approved decommissioning and reclamation plan.

Proposed Renewable Energy Development Agreements
As mentioned, the proposed project would be authorized though Board approval of two renewable energy development agreements, or REDAs. Drafts of the proposed REDAs are attached to this staff report. The first REDA covers what is referred to as "Region I" of the Project, which encompasses approximately 80% of the land area utilized for the Project. The second REDA covers the remaining 20% ("Region II"). The substation and O&M facilities are located within the Project footprint of Region I, but would be shared amongst the two REDAs. Each proposed REDA includes various contractual terms (such as process and grounds for termination, amendment, indemnification, etc.) and five Exhibits (A through E). Exhibits A and B to each REDA describe and depict the geographic area of the Region, Exhibit C is the Plan of Development for the Project, Exhibit D sets forth the terms and conditions of approval, and Exhibit E lists the current development standards applicable to the Project. The two REDAs and all exhibits are attached.

The REDAs also include a provision that if they should be terminated or portions struck down by a court (other than Exhibits C and D), then Exhibits C and D would remain in effect and serve as a Renewable Energy Permit for the Project, provided that the applicant meets certain requirements, including continued implementation of the community contributions and benefits discussed below.

Community Contributions and Benefits The following public and community benefits have been agreed upon by the applicant and would be required by the REDAs if approved by the Board at a future

hearing on the matter:

A. ***Firehouse Construction and Equipment***. Prior to approval of building or grading permits for Region I of the Project, the applicant would provide Inyo County with $2,000,000 to be used by the Southern Inyo Fire Protection District to construct a firehouse and purchase firefighting equipment. These funds would be held by Inyo County until such time as the Fire District is prepared to approve and move forward with firehouse development, and the County and the District enter into an agreement governing the disbursement of funds.

B. ***Charleston View Community Plan and Road Signage***. Prior to approval of building or grading permits for Region II of the Project, the applicant would provide $500,000 to the County to fund a CEQA compliant Environmental Impact Report to finalize the Charleston View Community Plan and to provide local road signs. Any funds left over would be held by the County for the future maintenance costs of the firehouse and fire equipment.

C. ***Payment of Property Taxes (or an in Lieu Fee).*** Existing State law provides a property tax exclusion for solar facilities. This exclusion sunsets on January 1, 2027. Accordingly, the Project's solar facilities would be subject to property taxes -- given its 2029 estimated completion date. However, should a similar exclusion from property taxes be enacted in the future, the applicant agrees to pay a fee in lieu of property taxes equal to the amount of property tax excluded.

D. ***Maximization of Sales and Use Tax.*** The applicant agrees to take steps to ensure that sales and use taxes associated with the Project are allocated to Inyo County to the maximum extent allowed by law.

Mitigation Land

If the Project is approved, the applicant would offset impacts to biological resources by permanently conserving two adjacent off-site mitigation areas, known as Kingston View and Campito Peak (the "Mitigation Land"), totaling at least 2,400 acres and consistent with the mitigation requirements established by the PEIR and California Department of Fish and Wildlife and U.S. Fish and Wildlife Service during Project Permitting. (See the Mitigation Land Summary attached to this staff report.) The required mitigation acreage was determined using agency-approved mitigation methodologies that considered habitat type, habitat quality, and species occurrence, resulting in a mitigation package sufficient to compensate for the approximately 2,400 acres of Project impacts and their preservation through deed restriction as a condition of project approval.

The Kingston View mitigation parcels (Assessor Parcel Numbers: 048-120-09, 048-170-02, 048-170-56, 048-190-02, 048-170-51 and 048-170-47) total approximately 1,859 acres. Kingston View contains high quality desert tortoise habitat, and supports desert tortoise densities higher than the Project area, as well as documented live burrowing owls with abundant suitable burrows and prey. The site also contains waters of the State similar to those affected by the Project, habitat for LeConte's thrasher, native plant communities that support the special-status plant species present in the Project area, and connectivity to a large network of protected desert lands.

Because Kingston View only comprises 1,859 acres and the proposed Bonanza Peak solar development area comprises approximately 2,400 acres, the applicant has identified an approximately 2,000 acre property immediately south of Kingston View called Campito Peak. The applicant plans to secure Campito Peak under an Option to Purchase Agreement by late October 2026. Biological surveys are underway to identify the approximately 600 acres of Campito Peak that would provide the greatest ecological value for the special-status species and aquatic resources being mitigated in conformance

with the PEIR's biological mitigation measures and consistent with USFWS and CDFW requirements. Habitat quality, contiguity, and regional connectivity are among the selection factors. Together with Kingston View, the selected acreage would form a contiguous block of conserved high-quality habitat that will mitigate for Project impacts consistent with the biological mitigation measures established by the PEIR prepared in conjunction with the County's REGPA (Renewable Energy General Plan Amendment).

Potential Alternative Uses on the Project Site and Mitigation Land

The approximately 2,400-acre solar development area is comprised of 144 parcels of land, and the Kingston View and Campito Peak Mitigation Land will be comprised of approximately 2,400 acres. All are zoned Open Space. Based on current County Zoning and State Housing Law, each of the 144 Project area parcels could have one single-family home and one accessory dwelling unit, for a total of two housing units on each parcel (i.e., 288 housing units). In addition, the Mitigation Land could be subdivided into up to 60 lots consistent with the 40-acre minimum parcel size in the Open Space Zone, which could support up to 120 additional housing units. As described below, such residential development would require significantly more water, result in greater ground disturbance and cause additional impacts beyond those resulting from the Project. By eliminating this development, the Project will preserve the water table (in perpetuity for the Mitigation Land and for 50 years on the Project site) and eliminate future water consumption in excess of the amount needed for Project construction, operations and decommissioning, which is significantly less than would be utilized for the potential alternative uses of the property, as also discussed in more detail below.

Tribal Consultation
Tribal consultation pursuant to AB52 is not required for an Addendum. County staff did, however, send Tribal consultation invitations to the Tribes on its AB52 contact list and the Pahrump Valley Paiute Tribe in Pahrump Nevada. These Tribes included: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Lone Pine Paiute-Shoshone Tribe, Timbisha Shoshone Tribe, Twenty-Nine Palms Band of Mission Indians, Cabazon Band of Mission Indians, Torres Martinez Desert Cahuilla Indians, and Kern Valley Indian Community.

One Tribe, the Twenty-Nine Palms Band of Mission Indians, requested consultation. Staff made four attempts to schedule consultation with the Tribe, on January 21, February 7, March 31, and April 9, 2025; however, the Tribe did not respond to these follow-up efforts and consultation did not occur. No other Tribes responded to the County's outreach.

STAFF ANALYSIS
FINDINGS THE BOARD WOULD NEED TO MAKE IF THE PROJECT IS APPROVED AT A FUTURE HEARING:
General Plan Consistency
In March of 2015 the County Board of Supervisors approved a Renewable Energy General Plan Amendment (REGPA) that established General Plan Policies and land use designations for several types of onsite use or commercial sales and export use types, of renewable energy solar photovoltaic facilities. These include:

• Utility Scale Renewable Energy Solar Facility (more than 20 megawatts)
A renewable energy solar facility that produces more than 20 megawatts (MW) of electricity for off-site use, consumption and/or sale, including all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures.

• Commercial Scale Renewable Energy Solar Facility (20 megawatts or less)
A renewable energy solar facility that produces 20 MW or less of electricity for off-site use, consumption and/or sale.

• Community Scale Renewable Energy Solar Facility (36 acres or less)
A renewable energy solar facility that uses renewable solar resources to generate energy for specific community's use and located near the community it serves.

• Small Scale Renewable Energy Solar Facility
A facility that uses renewable solar resources to generate energy for onsite use such as rooftop or ground mounted PV panels.

Policy LU-1.17 Utility Scale
The Bonanza Peak Solar Project proposal falls into the Utility Scale Renewable Energy Solar Facility category. It will generate 500 MW of electricity on approximately 2,400 acres. Potential social, economic, visual and environmental impacts from the project have been avoided, minimized, and mitigated to an acceptable level consistent with CEQA as described in the Addendum to the PEIR prepared for the County's REGPA, supporting documents to the Addendum, this staff report, and additional materials in the County's file, and as such is compliant with the County General Plan, which requires that all impacts be avoided, minimized, and mitigated to an acceptable level. A matrix showing the application of each of these mitigation measures to the Project is attached.

Other General Plan policies were developed for renewable solar energy projects in the REGPA and the Project is also consistent with these General Plan policies as follows:

• Policy GOV-2.3: Public Involvement: The County shall provide the opportunity for the public to engage in the planning process at the onset of any renewable energy solar facility project and for all other large or potentially controversial projects applied for in the County.
The County provided an opportunity for early public involvement by holding presentations regarding the proposed project on October 9, 2024, at St. Therese Mission Catholic Church in Charleston View. Subsequent public meetings and presentations were held on December 3, 2024, November 4, 2025, and July 1, 2026. The presentations provided information about the proposed project and gave the public an opportunity to ask questions, provide comments, and discuss the project with County representatives. Comments received as of the date of this item are attached.

• Policy GOV-2.4: The County shall require that renewable energy solar facility developers notify local residents and/or landowners by direct mailings or other appropriate means announcing projects at the time an application is submitted.
The applicant, Bonanza Peak Solar, conducted public outreach beginning in April 2024, when outreach letters introducing the proposed project were mailed directly to local residents and property owners. The applicant continued its outreach efforts throughout the project review process by participating in multiple public meetings and community outreach events. Additional outreach included presentations and discussions before the Inyo County Board of Supervisors on October 9, 2024, and December 3, 2024. Outreach continued in 2025, including a November 4 Board of Supervisors meeting in Tecopa and a November 4 community meeting in Charleston View held in coordination with the Southern Inyo Fire Protection District (SIFPD). In July 2026, Bonanza Peak Solar conducted an additional community outreach Open House in Charleston View to provide project information, answer questions, receive community input, and discuss issues of concern to local residents. A hearing to obtain additional public comment was held before the Inyo County Planning Commission on September 23, 2026, in Independence, CA. These outreach efforts provided the public, residents and property owners with multiple opportunities throughout the planning process to receive information regarding the proposed project, ask questions, and provide comments and documentation of these efforts can be found at: https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project.

Based on the outreach efforts by the County and the applicant, several changes to the project have been made. The applicant began with a proposal to include a Battery Energy Storage System (BESS) with the project. This would allow for excess energy produced during the day to be stored on site for discharge during peak demand and night times. During several of the first public outreach meetings, community members and the Southern Inyo Fire Protection District (SIFPD) had serious concerns and many

comments about the dangers of having battery storage at the project site, because the batteries include concentrations of lithium. If they were to catch on fire, they would burn very hot and could not be put out. Based on these concerns and comments, the applicant eliminated the BESS from the project.

At later public outreach meetings, concerns about groundwater depletion in the area were discussed. Community members are very concerned about the initial amount of water that will be used during construction and its potential to impact their groundwater wells. During the approximately 18-months of construction, it is estimated that up to 1,094 acre-feet (AF) will be used, and up to 729 AF of water will be required for decommissioning at the end of the Project's 50-year life, as discussed further below. Once building is completed, about 0.014 AF of water will be used annually, resulting in a total of 0.68 AF of water use for the rest of the life of the project, approximately 48.5 years. In response to this concern, the applicant will provide a voluntary groundwater monitoring program (VGMP) during construction. This will allow the residents of the Charleston View community within a half-mile radius of a project well to have their wells monitored during project construction. Provisions for remedy if groundwater levels drop below pre-construction levels will also be included. The completion of this plan in detail is included as a condition of approval. The plan is not mitigation as required by CEQA, but rather is provided as a service by the applicant, since the significance standard under CEQA is tied to sustainable management of the groundwater basin, as opposed to localized effects on neighboring wells. See the discussion below accompanying WR-3.7 for information related to sustainable management of the groundwater basin.

• Policy LU-1.20: The County does not support new transmission in or through Inyo County above what is necessary for the megawatt cap placed on each Solar Development Group.
Transmission for the Bonanza Peak project will only convey the 500MW of electricity that will be generated by the project, consistent with the 500MW cap for the Eastern Solar Energy Group.

• Policy LU-1.21: The County does not support renewable energy solar development projects other than those that use PV technologies.
The Bonanza Peak project is a solar photovoltaic ("PV") electric generation facility.

• Policy ED-4.4: Offset the Cost to the County for Service Provision. Renewable energy solar facility development shall be required to provide the means to offset the costs to the County, including but not limited to, the cost of infrastructure improvements and County services, and lost economic development potential. Economic impacts from renewable energy solar facility development identified by the County shall be mitigated or offset.
Memos were sent out to the departments of: Agriculture, Road, Building and Safety, Environmental Health, Water, Health and Human Services, Information Services, Solid Waste, Public Works, Southern Inyo Fire Protection District (SIFPD) and Inyo County Sheriff requesting information regarding possible additional costs for county services resulting from the project. The Sheriff stated her office has limited resources in the Charleston View area and suggested that the applicant include a security plan as part of the Project, which is included as a condition of approval. In addition, the Auditor and Assessor noted the need to secure sales and use and property taxes from the Project to the maximum extent allowed by law. Provisions to ensure this were included in the REDAs as described above. No other additional costs were identified.

• Policy ED-4.5: Employ and Train Local Labor. The County shall encourage renewable energy solar facility developers to employ the local labor force during development and for long-term facility maintenance and provide educational and training opportunities, as practicable.
The applicant will ensure that the contractors they hire to construct the project announce job opportunities to the local community.

• Policy ED-4.6: Compensation to Local Communities. The County shall encourage renewable solar energy developers to provide compensation in the form of reduced rates for communities impacted by development.
Utility-Scale Solar electricity is generated by independent developers who sell it directly to major utilities through long-term power purchase agreements. This wholesale power is then transmitted across the grid to serve residential and commercial customers and cannot be sold directly or given directly to

consumers. The applicant is satisfying this policy by providing $2,500,000 to the County to be used to construct a firehouse and purchase firefighting equipment, fund a CEQA compliant Environmental Impact Report to finalize the Charleston View Community Plan and pay for local road signs. Any funds left over will go into an account held by the County for maintenance of the firehouse and firefighting equipment. Additionally, generation of renewable solar power offsets conventional generation during the daylight hours to enable extension of super off peak and off peak rates into the higher demand periods of the day. By providing this level of compensation to the community of Charleston View the project is in substantial conformance with ED-4.6.

• Policy ED-4.7: Provide Transient Housing. The County shall encourage renewable solar energy developers to help provide transient housing during the construction of solar energy facilities to minimize impacts to tourist accommodations.
Most of the workforce for the Project will come from Pahrump and Las Vegas Nevada as well as from the local area. No transient worker housing will be required for the project as most of the workers will be from nearby and will commute into the project site from their homes or in housing provided by the construction contractor outside of Charleston View. The Project is conditioned upon no transient housing or camping being developed in the Project area without prior discretionary approval since the Project's housing needs are covered without it and due to lack of infrastructure in Charleston View.

• Policy AG-1.3: Conversion of Agricultural Land. Discourage conversions of productive agricultural lands for urban development and encourage avoidance of the use of productive agricultural lands for renewable energy solar facility development.
No productive agricultural land will be affected by the Bonanza Peak project as there is currently no active agricultural use in the Project area.

• Policy CUL-1.6: Protect Cultural Resources. The County shall require renewable energy solar facility developers recognize the Old Spanish Trail (OST) as a cultural resource and ensure that it and its immediate surroundings in the Charleston View SEDA are preserved and protected.
The Bonanza Peak project will not affect the Old Spanish National Historic Trail (OSNHT) cultural resource. As specifically analyzed in the Addendum (Appendices C and H of the Addendum found at: https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project*) to the PEIR prepared for the REGPA, the OSNHT is not located within or within approximately 1.5 miles of the closest point of the proposed Project footprint, nor will the Project affect the area's view shed surrounding it. The Project's cultural resources investigation provides a Project-specific analysis of the Bonanza Peak Project site. The initial December 2025 Cultural Resources Assessment and the revised September 3, 2026, assessment document Project-specific background research, California Historical Resources Information System records searches, review of prior studies and historical sources, intensive pedestrian surveys, resource recordation and evaluation, and subsequent Extended Phase I archaeological testing. The revised assessment also analyzed the OSNHT using current National Park Service alignment information. That information places the documented OSNHT alignment outside the Project's Developed Area and South of the Old Spanish Trail, approximately 1.5 miles from the planned solar photovoltaic facility (all of which is located north of the Old Spanish Trail, while the OSNHT passes to the south). The Project-specific investigations did not identify a listed or formally designated OSNHT segment within the Project Study Area. Based on the documented alignment, the distance and intervening development, the absence of anticipated direct disturbance to that alignment, and the results of the cultural and visual analyses, the Project is not expected to result in an impact on the OSNHT.*

• Goal MER-2: Avoid, Minimize, Mitigate. Ensure that renewable energy solar facility development is conducted appropriately to avoid, minimize, or mitigate the impacts from such development on the social, economic, visual, and environmental resources of the County.
The Project was initially proposed at the Kingston View mitigation site. Upon discovering the high quality biological resources in the area, it was relocated to the current Project area. Additional bio-resource data for the general vicinity of the Project was obtained and showed a greater abundance of tortoises to the northeast. The Project was then shifted to the southwest to avoid this area. Further, initially, an approximately 1.4-mile access road was proposed, but through project design this area was relocated and reduced to just ~0.25 miles to reduce dust generation (and water use). Dust suppressants will be

used, as feasible, to further reduce the need for water for dust suppression. The Project has been prepared pursuant to the PEIR certified for the REGPA and an Addendum to that PEIR which reviewed and analyzed potential Project-specific impacts to social, economic, visual, and environmental resources. This analysis found that the Project would have less than significant impacts.

• Policy MER-2.1: Encourage Small Scale Solar. The County shall continue to encourage small-scale renewable energy solar facilities, such as rooftop and ground-mounted solar; commercial scale; and community scale renewable energy solar facilities that serve specific communities.
County Planning and Building and Safety staff continue to encourage small-scale solar development by expediting the non-discretionary permitting process as much as possible.

• Policy MER-2.2: Solar Energy Development Areas (SEDA). The County shall maintain a Land Use Diagram of areas where utility scale and commercial scale solar facilities may be appropriate.
The REGPA and SEDA maps can be found at: https://www.inyocounty.us/sites/default/files/2026-09/FinalREGPA33015.pdf.

• Policy MER-2.3: SEDA Land Inventory. As illustrated on Table 3-1, of the REGPA the total acreage that may be developed for utility and commercial scale renewable energy solar facilities within each SEDA is capped; and, the amount of megawatts that may be generated within each Solar Energy Group is capped (small scale and community scale solar energy facilities are excluded from the caps).
The Charleston View SEDA as part of the Eastern Solar Energy Group is capped at 500MW and allows utilization of not more than 2,400 acres for the Project[A1]. The project REDA applications have been prepared and submitted to meet the maximum allowances for the Charleston View SEDA and Solar Energy Group. This project effectively concentrates all of the allowed amounts of megawatts and acreage in the SEDA in one area and will prevent the possibility of any additional solar energy development in Charleston View as well as Sandy Valley (also located in the Eastern Solar Energy Group), in addition to preserving the Kingston View and Campito Peak parcels.

• Policy MER-2.6: Avoid, Minimize, or Mitigate Impacts. The County shall work with renewable energy solar developers and other agencies to avoid, minimize, or mitigate impacts to the social, economic, visual, and environmental resources of the County from renewable energy solar facility development.
The Project has been prepared pursuant to the PEIR created for the REGPA and an Addendum thereto which reviewed and analyzed potential impacts to social, economic, visual, and environmental resources. All were found to have less than significant impacts with or (with respect to some impacts, without) mitigation.

• Policy MER-2.7: Dust Control. The County shall work with renewable energy solar developers to ensure that dust creation during the construction and operations of a renewable energy solar facility are avoided to the extent practicable.
The applicant will follow all construction best practices, including watering to control dust during construction and by minimizing access routes and grading through careful project design with this in mind as provided in the Conditions of Approval. See further response included in the discussion of Policy MER-2.

• Policy MER-2.8: Reclamation Planning. The County shall work with renewable energy solar facility developers to provide and implement a reclamation plan to return the site of each project to pre-project conditions or another appropriate state (i.e., native, reuse, etc.). The reclamation plan shall include financial assurances, such as bonding, for the cost of decommissioning, reclaiming and re-vegetating (if required) each renewable energy solar facility including removal of all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures.
The applicant has submitted a reclamation plan (see attached Decommissioning and Reclamation Plan) and will submit, prior to the issuance of building/grading permits, financial assurances to be carried out at the end of the life of the Project that meet the requirements of MER-2.8 including: a detailed strategy for removing all solar panels and appurtenant structures and to bring the project area back into the open

space character as found prior to the project; financial assurance mechanism corresponding to the reclamation plan that covers all implementation costs at current prices; annual inspections of the project site; updates to the decommissioning plan that are found necessary based on the annual inspections, with corresponding updates to financial assurances based on the current Consumer Price Index; and that annual project site inspection costs related to staff time and travel will be paid annually at the time of inspection. This is included as a condition of approval.

• Policy MER-2.9: Renewable Energy Solar Facility Development along the Los Angeles Aqueduct. The County shall encourage the use of land over and along the Los Angeles Aqueduct for renewable energy solar facility development. These areas may not be included in the SEDA, but are subject to the Western Solar Energy Group cap on the total megawatts that may be produced with the Western Solar Energy Group.
N/A. The Project is not located along the Los Angeles Aqueduct.

• Policy MER-2.10: Protect Vegetation. The County shall require that renewable energy solar facility developers use mowing and/or other methods that do not include ground scraping during the construction and/or operation of solar facility developments (access roads and infrastructure are excluded from this requirement).
The Project does not include grading beyond that required for buildings; interior project roads (access and service roads); temporary construction facilities (lay down, staging, storage and drainage retention areas); and gen-tie transmission structures (light grading). All the area dedicated to the solar arrays will be mowed, and post holes will be augured for the construction of the solar panel posts. No vegetation scraping or grading is included. This is included as a condition of approval for the Project. Additionally, the applicant has prepared a Project-specific Habitat Restoration, Revegetation, and Weed Management Plan that has been approved by the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service, [A2] which is attached.

• Policy WR-3.5: Sustainable Renewable Energy Solar Development. The County shall require renewable energy solar facility development to incorporate measures to minimize water consumption and use of potable water and encourage the use of re-claimed water and/or practices that do not require water during construction, the life of the facility, and during reclamation.
A hydrology and water quality assessment and water supply assessment were prepared for the project Addendum. It found no significant impacts from the project (Appendix M can be found at https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project*). The applicant will complete a groundwater monitoring and contingency plan to address the possibility of localized impacts to nearby wells during construction. This is included as a condition of approval for the project. Additionally, the applicant has agreed to not undertake panel washing during normal project operation so as to reduce operational water demand. For construction, the applicant has designed the project to reduce the length of access routes to ensure grading and off-road travel, and thereby necessary dust suppression requirements are minimized. The applicant will also utilize best management practices to minimize construction water demand.*

• Policy WR-3.6: Sustainable Water Practices.
Renewable energy solar facility development proposed in the Laws and Sandy Valley SEDAs shall be required to show that the proposed project will be water sustainable.
N/A, the Project is not within the Laws or Sandy Valley SEDAs.

• Policy WR-3.7: Charleston View. Projects proposed in Charleston View shall be water sustainable and shall require project applicants to purchase and retire water rights along the same flow path for the water that will be used for the project (construction and maintenance) at a minimum of a 1 to 1 ratio.
The Addendum (including Appendices M and N, which can be found at: https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project), found that the hydrology impacts of the Project on the groundwater basin would be less than significant based on its analysis of the Project's water demand, current basin recharge rates, and historical information on the changes to the basin. The analysis concluded that local water supplies would be able to meet Project demand without negative impacts on the basin or significant down-watershed impacts.

The Project will eliminate future development in the mitigation areas and postpone any residential development at the project site during its entire operational life. Therefore, the Project is water sustainable as required by the Policy.
The owner/developer will prepare and execute deed restrictions on the Kingston View mitigation parcels, which includes Assessor Parcel Numbers: 048-120-09, 048-170-02, 048-170-56, 048-190-02, 048-170-51 and 048-170-47, which totals 1,859 acres. The owner/developer will do the same with respect to an additional 600 acres of mitigation land in the Campito Peak mitigation area. Both properties overlie the same basin from which the Project will produce groundwater for construction, operation and decommissioning, and are in the same flow path as the Project site (generally east to west from the Nevada Border towards the Nopah Range).
Generally, property overlying a groundwater basin has an "overlying right" to produce water from the basin for use on the property. The only limit to production is that which can be put to reasonable and beneficial use. The deed restrictions on the mitigation parcels shall be recorded, shall run with the land, shall disallow the use or export of groundwater from these parcels in perpetuity, and will limit groundwater production to water required for environmental mitigation. Because these restrictions are permanent while the Project's water demand is limited to its 50-year life, the water retired continues to accrue after the Project is decommissioned. As explained below, severely restricting exercise of the mitigation parcels' overlying water rights will retire water rights along the same flow path, well in excess of a 1:1 ratio compared to the Project's water demand.

The Project proposes the use of 1,094 AF for the 18-months of construction and 0.68 AF total for the remaining 48.5-years the project is in use (0.014 AFY). While decommissioning will not take place until the end of the life of the project, and thereby any estimate of decommissioning water is speculative, for purposes of this analysis, the County assumes that decommissioning will require the same daily water demand as construction, which is approximately 729 AFY (based on the 12 month decommissioning time frame). This is a grand total of approximately 1,824 AF over the 50-year life of the Project. These are inherently conservative estimates as the construction and decommissioning water demands assume 24 hours per day, 7 days per week production from the Project's groundwater wells. Generally, that is not anticipated as the water demand is only generated by construction activities, which are limited by the Conditions of Approval to daylight hours Monday through Saturday.

The Project site itself is already subdivided into numerous small lots. The approximately 2,400-acre Project area encompasses 144 parcels, all zoned Open Space. Based on current County zoning and State housing law, each of these parcels could be developed with one single-family home and one accessory dwelling unit, for a total of 288 housing units. According to UC Agriculture and Natural Resources, the average California household uses between 0.5 and 1 AF per year. At the lower end (0.5 AFY), build-out of the Project area would use approximately 144 AFY, or 7,200 AF over 50 years; at 1 AFY, it would use approximately 288 AFY, or 14,400 AF over 50 years, and that demand would continue thereafter. Notably, these residential estimates account only for ongoing household use and do not include the additional water that would be required to construct the homes, roads and associated infrastructure. By comparison, the Project's total life-of-project demand of approximately 1,824 AF is a small fraction (roughly one-fourth to one-eighth) of the water that residential development of the Project site would require.

Similarly, the Kingston View and Campito Peak mitigation areas will total 2,400 acres. Based on the current zoning and General Plan designations, that land could be subdivided into 60, 40-acre residential lots. The full potential of 60 residential lots, with one single-family home and one accessory dwelling unit each, would result in 120 housing units. At the lower end (0.5 AFY), this would result in 60 AFY, or 3,000 AF over the 50-year life of the Project and continuing thereafter, which is more than one and a half times the Project's total life-of-project demand of approximately 1,824 AF (i.e., more than a 1 to 1 ratio). Assuming 1 AFY for each dwelling unit, the annual use would be 120 AFY, or 6,000 AF over the 50-year life of the Project and continuing thereafter, more than three times the Project's demand. As with the Project site, these figures do not account for water needed to construct such residential development.
If the mitigation land was used for agriculture based on what is in the general area, it would likely be alfalfa farms. Based on a report from UC Davis, water use for alfalfa is from 2.5 - 6.5 AFY depending on the climate. The Charleston View area would likely be at the higher end due to its dry climate. Even at

the low end of 2.5 AF per year, however, this would be about 6,000 AF per year, for a total of 300,000 AF over the 50-year life of the Project.

In these examples, residential use of the mitigation property would exceed the Project's demand by approximately 1,176 to 4,176 AF (with residential build-out of the Project site exceeding the Project's water demand by approximately 5,376 to 12,576 AF), and agriculture/alfalfa farming would exceed it at approximately a 164 to 1 ratio. The purchase and restriction of groundwater use on the Project site and on the mitigation parcels, except for environmental mitigation, has the effect of retiring a much greater amount of water than would be used by the Project (i.e., significantly more than a 1 to 1 ratio). It is therefore consistent with WR-3.7. This is included as a condition of approval for the project. Furthermore, although not required by Policy WR-3.7, the applicant is implementing a groundwater monitoring plan to monitor the aquifer and nearby private wells for any effects of any project water use to ensure there are no impacts on available water supply. This is included as a condition of approval for the project.

• Policy VIS-1.8: Renewable Energy Solar Development, Light and Glare, Night Skies. The County shall encourage siting, orientation and screening to avoid, minimize or mitigate significant changes to the visual environment from renewable energy solar facility development during construction and operations, including avoiding or minimizing light and glare, and impacts inconsistent with Death Valley National Park's International Night Skies designation.

The Project's proposed solar panels are designed to have anti-glare properties. All lighting included on the Project site will be subject to the County's outdoor light ordinance. This is included as a condition of approval for the Project. Additionally, the applicant is preparing an Avian and Bat Protection Plan, which includes a measure requiring facility lighting to be designed, installed, and maintained to direct light downward onto the Project site and minimize light spillover into adjacent wildlife habitat. The Avian and Bat Protection Plan has been submitted to the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service; both agencies have provided comments and the applicant is currently addressing their comments for final approval. No comments on the proposed lighting measure were received.

• Policy VIS-1.9: Economic Impacts from lost Visual Resources. The County shall balance renewable energy solar facility development opportunities with the potential loss of tourist-based economic opportunities from impacts to visual resources.

The community of Charleston View currently has very little in the way of tourist-based commercial activities. There is one unpermitted off-road vehicle rental business and many unpermitted short-term rentals in Charleston View. Most travelers in Charleston View are traveling through to get to Las Vegas, Death Valley National Park and the Dumont Dunes off-road vehicle area. Visual resources affecting such travelers would be to the surrounding mountains. As part of the CEQA review of the Project visual simulations (which can be found in Appendix C of the Addendum available at: https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project) were prepared to evaluate the views from various locations along the Old Spanish Trail Highway (the route through Charleston View) and found that the Project would not degrade the existing character or quality of public views of the site or surroundings. No loss of potential tourist-based economic opportunity is expected.

• Policy VIS-1.10: Old Spanish Trail (OST). Provide for setbacks, siting, orientation, screening and buffers, on a project-by-project basis, to avoid impacts to views of the Old Spanish Trail located in the Charleston View SEDA.

The project will not affect the views of or to the Old Spanish National Historic Trail (OSNHT or OST) based on visual simulations (found in Appendix C of the Addendum), and no viewsheds to the OSNHT will be blocked by the project. The Cultural Resources Report also reviewed historical information related to the OSNHT in Charleston View and more specifically in the SEDA and found there were no formally designated OSNHT segments within the Project area, and that the trail's alignment runs 1.5 miles from the planned development area (see additional discussion above under CUL-1.6).

Consistency with Inyo County Code/Applicable Zoning

The Project is consistent with Inyo County Code Title 21 "Renewable Energy Development", including

Section 21.16 “General Provisions for Renewable Energy Development”, which aims to “support and encourage the responsible development of its solar and wind resources to generate and transmit clean, renewable electric energy while protecting the health, safety and welfare of its citizens and its environment, including its public trust resources” (21.04.030). A reclamation plan that meets the requirements of 21.20.030 has been submitted and conditions of approval require that financial assurances meeting the requirements of 21.20.040 will be provided prior to the issuance of building/grading permits. Additionally, there is substantial evidence in the record demonstrating that, through the imposition of mitigation measures, the approval of a reclamation plan, the receipt of adequate financial assurances, and by other conditions agreed upon by the applicant or incorporated into the determination or imposed upon the Project, the health, safety and welfare of the county's citizens, the County's environment, including its public trust resources, and the County's financial well-being, have been adequately safeguarded (21.20.070). The Project is also consistent with Title 18 “Zoning” and allowed within the designated zone as part of a Solar Energy Development Area Overlay.

Reclamation Plan Summary and Financial Assurance Estimates

Inyo County Code Title 21 requires a reclamation plan and financial assurance for the facilities in the County. The applicant has provided a Decommissioning and Reclamation Plan prepared by Stantec Consulting Services Inc., (see attached). Decommissioning will be triggered either at the end of the power purchase agreement, if the site is no longer producing energy, or at the expiration of the regulatory permits. It would begin within 12 months after the Project stops operating and is expected to be finished within 6 to 12 months of the decommissioning start date. The work includes removing the solar modules, trackers, steel piles, inverter/transformer stations, aboveground cabling, perimeter fencing, gravel roads, and stormwater basins, as well as destroying the groundwater wells under County permit requirements (i.e. decommissioning or capping as agreed by the landowner and County). Below ground collection lines would be left in place. Materials would be resold or recycled to the extent practicable, and remaining materials would go to licensed facilities for disposal in accordance with state and federal law. Disturbed areas would then be decompacted to 18 inches, re-graded to preconstruction contours, and hand-broadcast or hydroseeded with a native, non-irrigated seed mix. A qualified biologist or botanist would monitor the site for at least five years, with the goal of restoring vegetative cover to at least 50 percent of pre-Project levels. If that goal is not met, a contingency plan of creosote bush transplanting would be carried out.
The Applicant will provide a financial guarantee covering the approved net decommissioning cost, currently estimated at $3,294,932 including a 20 percent contingency and a watering contingency. The form and amount must be acceptable to the Board of Supervisors, County Counsel, and the Planning Director, and the guarantee will be reviewed as often as annually and adjusted to keep it sufficient.

Environmental Review

The County prepared a PEIR in conjunction with the adoption of the Renewable Energy General Plan Amendment (REGPA) in 2015, which designated the Project site as part of the Charleston View SEDA. The PEIR can be found at https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project). Under CEQA Guidelines Section 15168(c), if the lead agency determines that the circumstances set forth in CEQA Guidelines Section 15162 are not present, the Project is consistent with the County’s zoning and General Plan, and other conditions are satisfied as listed in that section, no subsequent EIR shall be prepared. An Initial Study was prepared in consideration of the PEIR for the REGPA to evaluate the appropriate level of environmental review. It was determined that an Addendum to the PEIR for the REGPA was appropriate. The Addendum documents that none of the circumstances listed in CEQA Guidelines Section 15162 requiring preparation of a subsequent EIR are present. The Addendum (located at https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project) includes specific surveys, analyses and studies as set forth in the Mitigation, Monitoring and Reporting Program (MMRP) established by the PEIR for the REGPA. The MMRP is attached and the specific surveys, analyses and technical studies (Addendum Appendices A-S) are

located at https://www.inyocounty.us/services/planning-department/bonanza-peak-renewable-energy-project). Based on this Project-specific analysis, there are no substantial changes to the project, no substantial changes in the circumstances under which it is undertaken, and no new information of substantial importance that would result in new significant effects or a substantial increase in the severity of previously identified significant effects. The Project therefore does not trigger the need for supplemental or subsequent review under CEQA Guidelines Sections 15162 or 15163, as none of the conditions set forth in those sections are present, and this determination is supported by substantial evidence in the record.

The Project is also exempt from further environmental review under CEQA Guidelines Section 15183. Under Section 15183, a project that is consistent with the development density established by general plan policies for which an EIR was certified does not require additional environmental review except for project-specific significant effects which are peculiar to the project or its site. The Project falls squarely within the development contemplated by the REGPA: it is located within the designated Charleston View SEDA and does not exceed the 500 MW cap for the Eastern Solar Energy Group or the 2,400-acre development limit for the SEDA. Here, there are no project-specific significant effects, no effects which are peculiar to the Project or its site, and no new or more severe significant effects than what was discussed in the PEIR for the REGPA. Further, pursuant to Section 15183(f), to the extent any effects could be considered peculiar to the Project, they are substantially mitigated by the uniformly applied development policies and standards of the General Plan and Title 21 of the Inyo County Code, including the reclamation, financial assurance, and water-sustainability requirements discussed in this report.

CONDITIONS OF APPROVAL

THE FOLLOWING CONDITIONS OF APPROVAL ARE CONTAINED IN EXHIBIT D TO THE TWO REDAs AND WOULD APPLY TO THE PROJECT IF APPROVED BY THE BOARD:

1. Hold Harmless

The owner/developer shall defend with counsel acceptable to Inyo County, indemnify, and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul an approval of the County, its advisory agencies, its appeals board, or legislative body concerning REDA 2026-01/Bonanza Peak Solar, LLC/REDA 2026- 02/Bonanza Peak Solar, LLC, including all associated environmental review. The County shall promptly notify the owner/developer of any such claim, action, or proceeding and shall cooperate fully in the defense. The County reserves the right to prepare its own defense with counsel of its choosing, at the County's sole cost and expense.

2. Project Term

Renewable Energy Development Agreement 2026-01/2026-02 allows for a 50-year project lifetime commencing with issuance of building permits from Inyo County or six months after project approval, whichever occurs first.

3. Compliance with Applicable Law

The owner/developer shall conform to all applicable provisions of the Inyo County General Plan, County Code and State law and regulations, including the California Building and Health and Safety Codes and CUPA (Certified Unified Program Agency). Failure to comply may result in the termination of REDA 2026-01/2026-02 subject to and in accordance with the termination provisions, including notice and cure provisions, of REDA 2026-01 and REDA 2026-02.

4. Compliance with other Affected Agencies

Prior to issuance of grading or building permits, the owner/developer shall obtain all required permits and approvals from applicable agencies, which may include but not be limited to Great Basin Unified Air Pollution Control District, Lahontan Regional Water Quality Control Board, the Bureau of Land Management; US Fish and Wildlife; and the California Department of Fish and Wildlife.

5. Decommissioning Plan and Financial Assurance

As per section 21.20.030 and 21.20.040 of the Inyo County Code, the owner/developer has submitted a staff approved decommissioning plan.

o A financial assurance mechanism that covers all current costs to implement reclamation under the decommissioning plan shall be prepared and submitted to the County prior to the issuance of building or grading permits.
o Upon reasonable notice from the County, the owner/developer shall submit to an annual inspection of the project site and any updates to the decommissioning plan with corresponding updates to financial assurance based on the Consumer Price Index shall also be included.
o Reasonable, actual, and documented annual project site inspection costs related to staff time and travel will be paid annually when presented to the owner/developer.

Failure to comply with the financial assurance requirements may result in the termination of REDA 2026-01/2026-02 subject to and in accordance with the termination provisions, including notice and cure provisions, of that agreement.

6. Compliance with PEIR, CEQA Addendum and all PEIR MMRP Requirements.

The project shall comply with all applicable mitigation measures identified in the Addendum and PEIR in compliance with the PEIR MMRP requirements. Failure to comply may result in the suspension or termination of REDAs 2026-01/2026-2.

7. Sales and Use Taxes

The developer shall undertake specified actions in contracting for construction of the project so as to allocate sales and use taxes paid in connection with project construction to the County to the maximum extent provided by law. For all contracts meeting the qualifying threshold for California Department of Tax and Fee Administration ("CDTFA") jobsite registration, the developer shall include language in its construction contracts, and require all contractors to include language in their subcontracts, identifying the jobsite within unincorporated Inyo County as a place of business of the contractor or subcontractor and place of sale of fixtures furnished and installed by the contractor or subcontractor and requiring its construction contractor and subcontractors to allocate sales and use taxes to the County, to the maximum extent provided by law, in its CDTFA filings and permits.

Prior to a contractor's or subcontractor's commencement of work on the project, the developer shall deliver to the County a list identifying each contractor and subcontractor holding a contract meeting the threshold for CDTFA jobsite registration, including: (a) business name and contact information for the individual most knowledgeable about sales/use tax reporting for the Project; (b) scope of work and confirmation that the contract value meets the threshold stated above; and (c) CDTFA account number and, when issued, a copy of any sub-permit issued specific to the Project jobsite. Developer shall update this list within 30 days of any change, including the addition of any such contractor or subcontractor.

The developer shall deliver to the County copies of all sales and use tax returns filed with CDTFA by developer, its contractors, and subcontractors that relate to the Project, within 30 days of filing. Returns may be redacted to protect proprietary or competitively sensitive information, provided that redacted returns are accompanied by sufficient supplemental evidence for the County to confirm compliance with this condition.

8. Property Tax Cooperation

Developer shall promptly comply with all applicable property tax reporting requirements and with written requests for assessment information issued by the County Assessor pursuant to applicable law, including information reasonably necessary for the Assessor to determine Excluded Value under Section 10(a)(iii) of the Renewable Energy Development Agreement (REDA). Without limiting the foregoing, upon written request of the Assessor made pursuant to Revenue and Taxation Code Section 441(d), Developer shall furnish to the Assessor, within thirty (30) days after receipt of such request, (a) a copy of Developer's most recent annual financial statements (audited, if audited financial statements are prepared for Developer), and (b) a copy of each power purchase agreement then in effect for the Project, including any amendments, which the Assessor may request not more than once in any calendar year. Developer shall not refuse or delay compliance with a request for such information under Section 441(d) on the ground that all or any portion of the Project is, or is asserted by Developer to be, eligible for exclusion from assessment or taxation; provided that nothing in this sentence limits the dispute-resolution or

reservation-of-rights provisions of this Condition. All information furnished under this Condition shall be provided directly to the Assessor, shall be deemed furnished pursuant to Revenue and Taxation Code Section 441, and shall be held confidential and used solely for assessment purposes in accordance with Revenue and Taxation Code Sections 408 and 451. Developer's compliance with this Condition shall be determined exclusively under applicable property tax law, and any dispute regarding the scope or timing of a request, the classification or valuation of property, or the applicability of an exclusion, exemption, or other assessment rule shall be resolved through the procedures provided by property tax law, except that any dispute regarding the Excluded Value shall be resolved as provided in Section 10(a)(iii) of the Agreement. No failure or alleged failure to comply with this Condition shall constitute a default of or under the Agreement (including under Section 19(a)(ii)), a basis for termination of the Agreement or of the REP, or grounds for withholding, suspending, conditioning, or revoking any project land use entitlement. Except as expressly provided in Section 10(a)(iii) of the Agreement, nothing in this Condition constitutes an admission regarding the value, classification, ownership, situs, or taxable status of any property, binds or directs the Assessor in the performance of any statutory duty, or waives any assessment appeal, refund claim, or other remedy available to Developer.

9. Mitigation Land

The owner/developer shall prepare and record deed restrictions on the Kingston View and on that 600 (or more) acres of the 2000-acre Campito Peak Property located immediately south of Kingston View which is selected by owner/developer and CDFW as mitigation land. The deed restrictions shall disallow or have the effect of disallowing the use of groundwater on these parcels in perpetuity, except for water used for projects related to the mitigation being conducted. The foregoing is to meet the requirements of General Plan Policy WR-3.7.

10. Groundwater Monitoring and Contingency Plan

The owner/developer shall provide a voluntary groundwater monitoring plan (VGMP) that adequately monitors any participating residential well within a half-mile radius of the project production wells during the construction phase. The VGMP shall be prepared by a CA-licensed hydrogeologist. Participation will be voluntary and is not a requirement by the County. Participating wells must have installed and working flow meters. Any well owner participating in the program will be provided with the water level data for their well in real time (if present) and on a monthly, time-weighted average basis, as prescribed in the VGMP, and shall agree to hold the County harmless. The VGMP shall include the following at a minimum:

- o Description of measurement equipment to be employed
- o Routine monitoring (Daily for the first week, then weekly for week 2-4, then monthly or as determined to be necessary after that for the duration of construction) to capture well data
- o Participants will be provided with copies of the weekly and monthly reporting documentation that will also be provided to the County
- o A contingency plan with adequate recovery means and methods if water levels in participant wells drop below a threshold as a result of construction water extraction, based on pre-construction trends.

The hydrologist shall provide monitoring reports upon the request of the county during the construction phase. At the conclusion of the VGMP, the owner/developer shall submit a complete monitoring log with data and hydrographs in a summarized conclusion of the results. Prior to the issuance of building permits, the VGMP shall be provided to the County for review and approval. The VGMP shall be effective during the construction phase in which groundwater is in high usage. Water shall not be used for washing or rinsing panels once the Project is in operation.

11. Transient Housing

No employee housing shall be permitted on the project site. No employee camping shall be permitted on or off the project site.

12. Construction Activities

Construction activities associated with the Project shall be limited to Monday through Friday between the hours of 6:00 a.m. and 7:00 p.m., and Saturday between the hours of 8:00 a.m. and 5:00 p.m. No

construction activities shall occur on Sundays or legal holidays.

13. Security
The owner/developer shall provide on-site security during construction and operation, as necessary to prevent trespass, vandalism, and unauthorized access.

14. Traffic Control and Dust Management
The owner/developer shall provide and implement or cause its contractor to provide and implement an approved traffic control plan and dust suppression measures during construction, including implementation of construction best practices for dust control and posted speed limits within the project site and along approved haul routes prior to the issuance of building permits. Maintenance of Zircon Road from the northern boundary of Tecopa Springs Rd. (aka Old Spanish Trail Highway) to the boundary of developer's project shall be the responsibility of the owner/developer during the life of the project.

15. Old Spanish Trail Highway
Any damage caused by the Bonanza Peak Solar project to Old Spanish Trail Highway during construction and/or the life of the project shall be fixed in accordance with the policies and procedures of the Inyo County Road Department.

16. Lighting
The Project shall be subject to the County's Outdoor Lighting Ordinance Section 18.74 of the ICC and the Avian and Bat Protection Plan approved by the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service during construction and for the life of the project.

17. Waste Management Plan
Prior to issuance of grading or building permits, the owner/developer or its contractor shall submit a Construction Waste Management Plan for review and approval by the County Building and Safety Department.

18. Emergency Response Plan
Prior to issuance of grading or building permits, the owner/developer or its contractor shall submit an Emergency Response Plan for review by the County and applicable emergency service providers including, but not necessarily limited to, the Southern Inyo Fire Protection District.

19. Employ and Train Local Labor
Owner/developer shall make good faith efforts to recruit and hire qualified workers from within Inyo County and surrounding communities. Such efforts shall include local job postings, coordination with local workforce development agencies, and outreach to local residents regarding employment opportunities associated with the Project, in compliance with General Plan Policy ED-4.5.

20. Notification of local Native American Tribes
Per ICC, Section 9.52, Disturbance of Archaeological, Paleontological and Historical Features, the owner/developer shall notify a representative from local Native American tribes in the event human remains are uncovered and shall comply with all local, state and federal laws in the event that native artifacts or human remains are found.

21. Project Regions
Building and grading permits shall be applied for and issued for the entirety of the Region under REDA 2026-01/2026-02 and not for a portion of the Region. If the use provided by REDA 2026-01/2026-02 is not commenced within two (2) years of the Effective Date of REDA 2026-01/2026-02, it will become void unless the developer applies for an extension.
Commencement shall be considered to include the submission of applications for required permits and approvals.

22. Compliance with Plan of Development and Project Description

The development shall conform to the Plan of Development which is attached to the Renewable Energy Development Agreement as Exhibit C, and Project Description relied upon for review under CEQA, except to the extent that a modification of the boundary between Region I and Region II is approved by the Planning Department or other County decision maker as authorized by Section 5(d) of the REDA. Any other modification to the Project as described in the Plan of Development shall be reviewed in accordance with Sections 5(c), 6 and 11 of the REDA, and any modification so reviewed and approved shall be deemed authorized and approved pursuant to this condition.

In the event of termination or invalidation of the REDA and survival of Exhibits C and D as an REP, the Planning Director shall determine, consistent with Inyo County Code Section 18.81.130(A)(1), whether a proposed modification is in substantial conformance with the Plan of Development. A modification shall be determined to be in substantial conformance, and may be approved by the Planning Director without public notice or hearing, if the Planning Director finds that the modification (i) is minor when considered in light of the Project as a whole; (ii) does not conflict with any mitigation measure or condition of approval applicable to the Project; and (iii) does not constitute an increase in the electric generating or transmission capacity of the facility by ten percent or more per Inyo County Code Section 21.08.050 or any successor provision, provided that total capacity does not exceed the limits set forth in the Inyo County General Plan. Substantially conforming modifications include, without limitation, changes in equipment type, manufacturer or technology, and adjustments to the layout, location or dimensions of arrays, internal roads, fencing, the substation, the operations and maintenance facilities or the generation-tie line within the Project site. The Planning Director shall act on a request for a substantial conformance determination within forty-five (45) days after receipt of a complete request and shall provide the owner/developer with written confirmation of the determination. Any modification that the Planning Director determines is not in substantial conformance with the Plan of Development and Project Description shall be subject to review and action pursuant to the Inyo County Code then in effect, provided that the scope of such review shall be limited to the modification requested and shall not reopen any provisions of the Project's approvals not affected by the modification.

ATTACHMENTS

Vicinity and site maps (8 pages)

REDA 2026-01, with Exhibits A-E

REDA 2026-02, with Exhibits A-E
Mitigation Lands Summary

Decommissioning and Reclamation Plan
Public Comments and memoranda

All other referenced materials are located on the Planning Department webpage under the Bonanza Peak Renewable Energy Project heading as referenced within this staff report.

FISCAL IMPACT:

Funding Source	Non-General Fund, project is being paid by applicant fees.	**Budget Unit**	023800
Budgeted?	Yes	**Object Code**	
Recurrence	One-Time Expenditure	**Sole Source?**	No
If Sole Source, provide justification below			

Current Fiscal Year Impact

N/A
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to conduct the workshop.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Highest and Best Use of Property

APPROVALS:

Darcy Israel	Created/Initiated - 10/21/2026
Darcy Israel	Approved - 10/21/2026
Stacey Simon	Approved - 10/21/2026
John Vallejo	Approved - 10/21/2026
Denelle Carrington	Final Approval - 10/21/2026

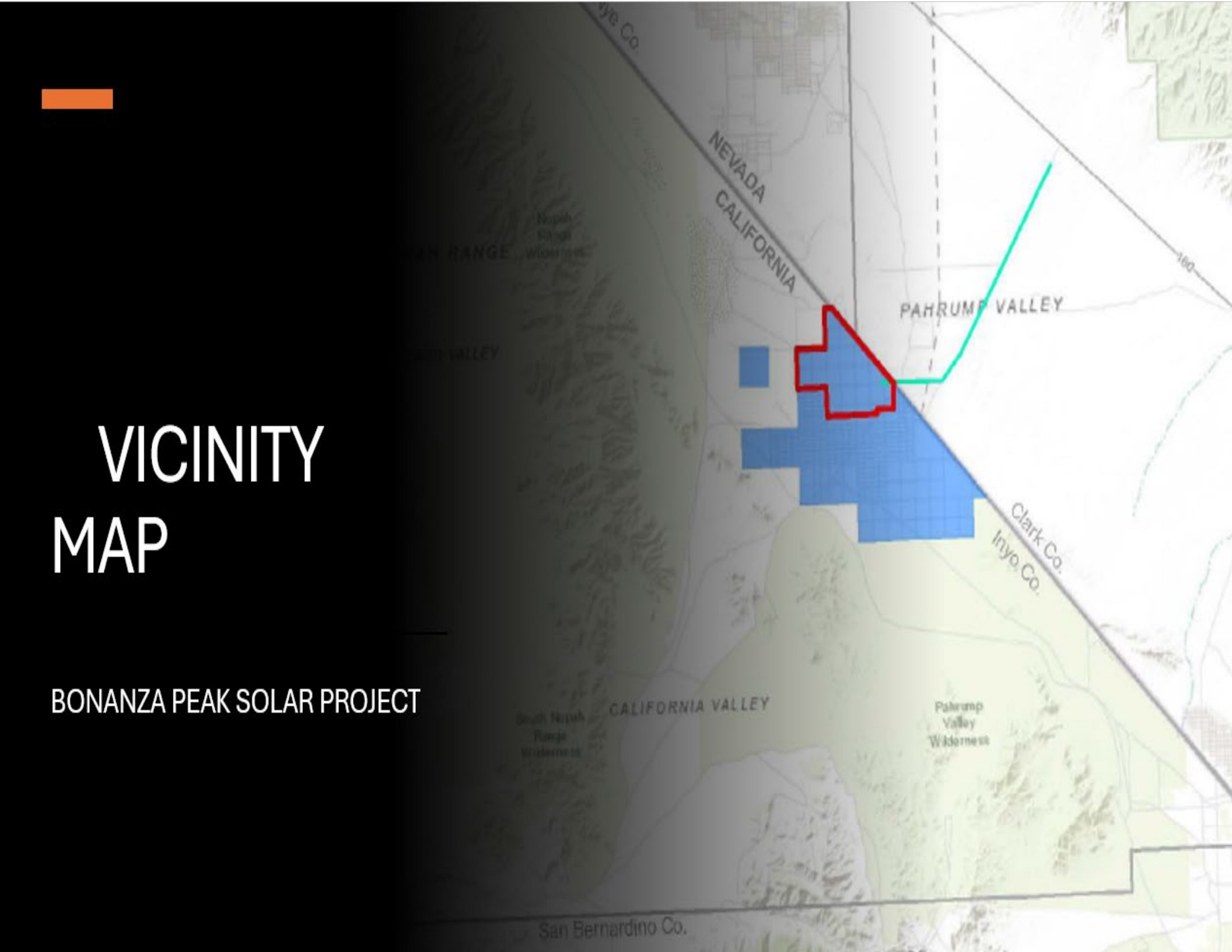
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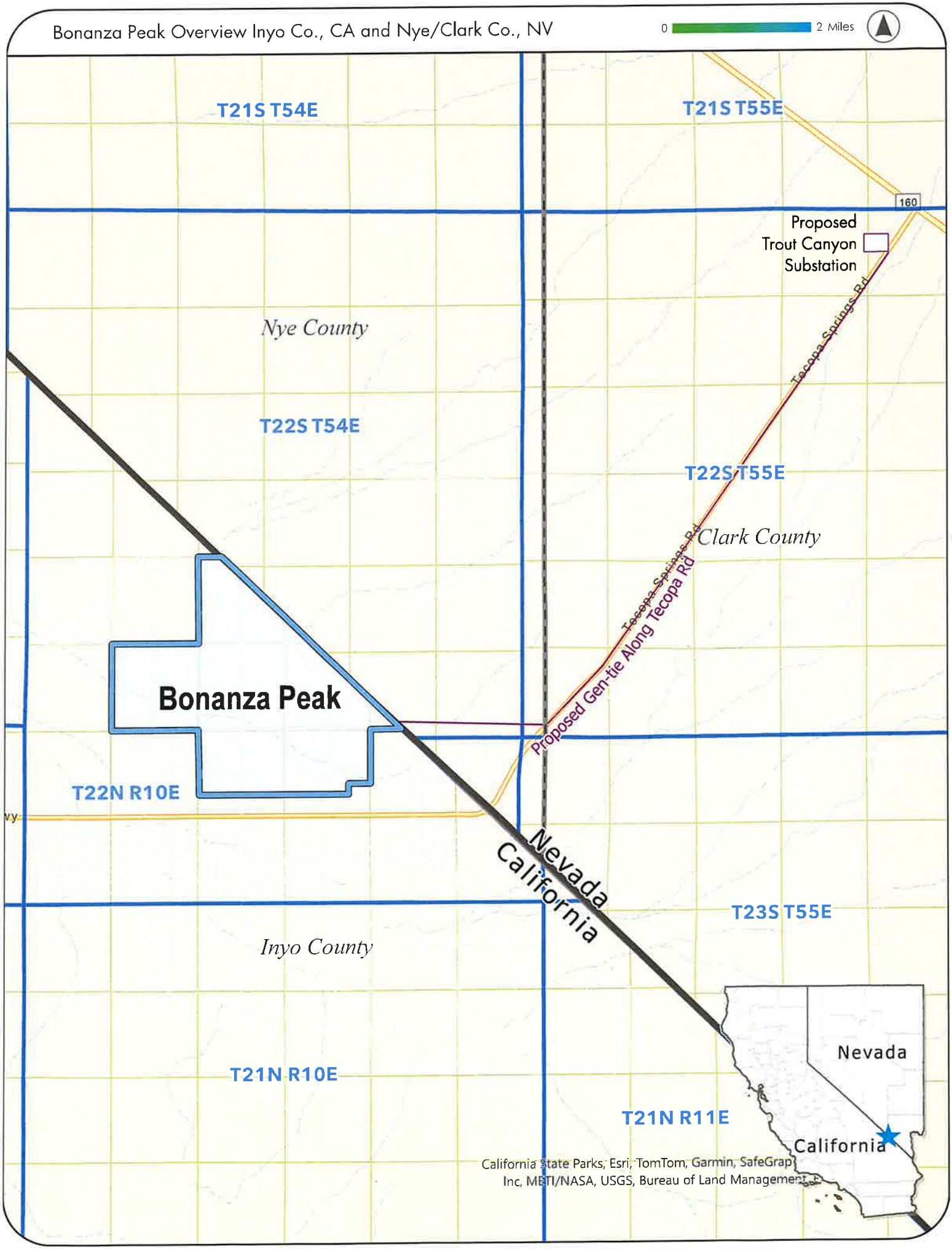
1. 1a. Maps (Vicinity and site plan)
2. 1b. Maps (REDA Regions)
3. 1c. Map (Parcels)
4. 2. REDA (Region I) with Exhibits D and E
5. 3. REDA (Region I) Exhibits A and B
6. 4. REDA (Region II) withExhibits D and E
7. 5. REDA (Region II) Exhibits A and B
8. 6. REDA (Regions I and II) Exhibit C (Plan of Development)
9. 7. Mitigation Land Summary
10. 8. Decommissioning and Reclamation Plan
11. 9. Project comment letters and memos

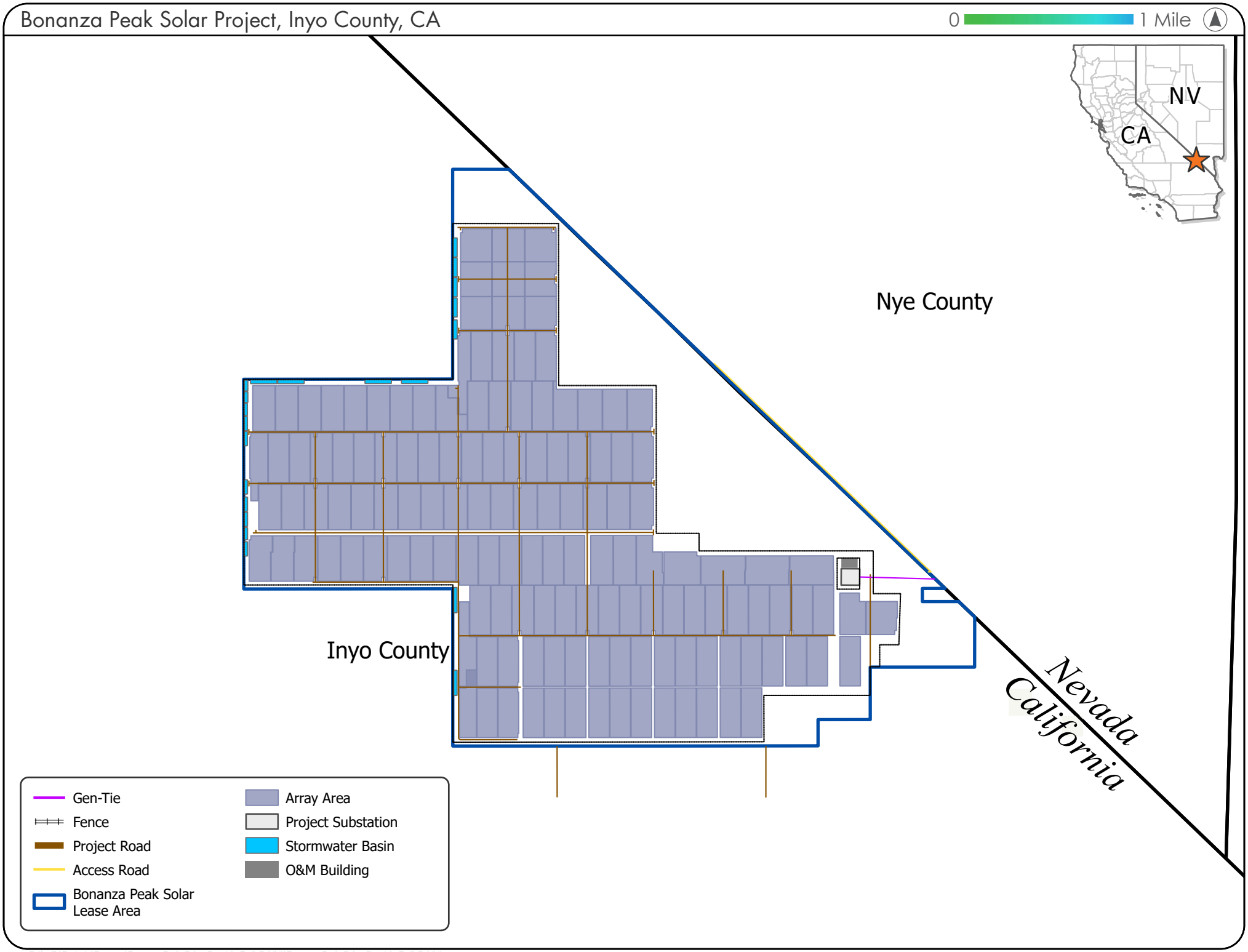

Bishop
6
168
Big Pine
Independence
Lone Pine
136
Keeler
190
Furnace Creek
Death Valley
Junction
178
127
Olancha
Darwin
395
Shoshone
Tecopa
CHARLESTON VIEW

VICINITY MAP

BONANZA PEAK SOLAR PROJECT




Bonanza Peak Overview Inyo Co., CA and Nye/Clark Co., NV
0
2 Miles
T21S T54E
T21S T55E
160
Proposed
Trout Canyon
Substation
Nye County
Tecopa Springs Rd
T22S T54E
T22S T55E
Clark County
Tecopa Springs Rd
Proposed Gen-tie Along Tecopa Rd
Bonanza Peak
T22N R10E
Nevada
California
T23S T55E
Inyo County
T21N R10E
T21N R11E
Nevada
California
California State Parks, Esri, TomTom, Garmin, SafeGraph, Inc, METI/NASA, USGS, Bureau of Land Management, P


Bonanza Peak Solar Project, Inyo County, CA
0
1 Mile
NV
CA
Nye County
Inyo County
Nevada
California
Gen-Tie
Fence
Project Road
Access Road
Bonanza Peak Solar Lease Area
Array Area
Project Substation
Stormwater Basin
O&M Building

Bonanza Peak Solar Development Area, Inyo County, CA

0 1 Mile

Place of Beginning

Bonanza Peak Solar II Development Area

Basis of bearing:
All calls and coordinates are based on NAD 1983 StatePlane California IV FIPS 0404 (US Feet)

Bonanza Peak Solar II (501.89 ac)

Line	Call	Distance (ft)
1	N1°54'21.53"W	2629.36
2	N88°05'36.83"E	7964.82
3	N1°52'34.63"W	1114.62
4	N88°07'23.62"E	624.75
5	S1°52'34.77"E	112.05
6	N88°07'25.07"E	965.47
7	S0°00'00.03"W	1188.22
8	S88°06'17.00"W	487.15
9	S1°52'34.89"E	552.9
10	S88°07'42.95"W	243.86
11	S1°52'17.07"E	720.98
12	S88°07'42.89"W	2686.27
13	S2°00'52.28"E	1168.22
14	S88°03'44.53"W	6100.24

Place of Beginning
X: 7475413.08
Y: 1889036.17

NV
CA

Avenue A
Avenue B
Avenue C
Avenue D
Avenue E
Quartz St
Topaz St
Silver St
Garnet St
Opal St
Zircon St
Carpenter Rd
S Eberhard Rd
E Klondike Ave
E Tungsten Blvd
Shirley Rd
Mabel Ln
Ley Ln
Hall Rd
Old Spanish Trail Hwy
16

Bonanza Peak Solar Development Area, Inyo County, CA

0 1 Mile

Place of Beginning

Bonanza Peak Solar 2400 ac Development Area

Basis of bearing:
All calls and coordinates are based on NAD 1983 StatePlane California IV FIPS 0404 (US Feet)

Bonanza Peak Solar LLC and Bonanza Peak Solar II (2,399.71 ac)

Line	Call	Distance (ft)
1	N1°51'05.78"W	3964.36
2	S88°07'26.10"W	5287.29
3	N1°53'01.24"W	5014.55
4	N88°05'38.34"E	5295.75
5	N1°50'37.33"W	3981.04
6	N88°09'22.67"E	2505.87
7	S1°54'06.74"E	4080.18
8	N88°05'53.29"E	2467.54
9	S1°52'43.96"E	3725.47
10	N88°07'16.01"E	1081.26
11	S1°52'34.60"E	444.72
12	N88°07'25.36"E	3466.24

Line	Call	Distance (ft)
13	S1°52'34.60"E	126.23
14	N88°07'25.14"E	661.75
15	S1°52'34.89"E	948.22
16	N88°07'25.07"E	965.47
17	S0°00'00.03"W	1188.22
18	S88°06'17.00"W	487.15
19	S1°52'34.89"E	552.9
20	S88°07'42.95"W	243.86
21	S1°52'17.07"E	720.98
22	S88°07'42.89"W	2686.27
23	S2°00'52.28"E	1168.22
24	S88°03'50.36"W	7708.43

Place of Beginning
X: 7473805.8
Y: 1888982.02

Avenue A
Avenue B
Avenue C
Avenue D
Avenue E
Quartz St
Topaz St
Silver St
Garnet St
Opal St
Zircon St
Gold
S Eberhard Rd
E Tungsten Blvd
Shirley Rd
Mabel Ln
Ley Ln
Hall Rd
Carpenter Rd
Old Spanish Trail Hwy
16
NV
CA
74 ft

Bonanza Peak Solar Development Area, Inyo County, CA

0 1 Mile

Place of Beginning

Bonanza Peak Solar LLC Development Area

Basis of bearing:
All calls and coordinates are based on NAD 1983 StatePlane California IV FIPS 0404 (US Feet)

Bonanza Peak Solar LLC (1,897.83 ac)

Line	Call	Distance (ft)
1	S88°04'12.51"W	1608.19
2	N1°51'05.78"W	3964.36
3	S88°07'26.10"W	5287.29
4	N1°53'01.24"W	5014.55
5	N88°05'38.34"E	5295.75
6	N1°50'37.33"W	3981.04
7	N88°09'22.67"E	2505.87
8	S1°54'06.74"E	4080.18
9	N88°05'53.29"E	2467.54
10	S1°52'43.96"E	3725.47
11	N88°07'16.01"E	1081.26
12	S1°52'34.60"E	444.72
13	N88°07'25.36"E	3466.24
14	S1°52'34.60"E	126.23
15	N88°07'25.14"E	661.75
16	S1°52'34.90"E	836.17
17	S88°07'23.62"W	624.75
18	S1°52'34.63"E	1114.62
19	S88°05'36.83"W	7964.82
20	S1°54'21.53"E	2629.36

Place of Beginning
X: 7475413.08
Y: 1889036.17

NV
CA

Avenue A
Avenue B
Avenue C
Avenue D
Avenue E
Quartz St
Topaz St
Silver St
Garnet St
Opal St
Zircon St
Gold St
S Eberhard Rd
E Klondike Ave
Shirley Rd
Mabel Ln
Ley Ln
Hall Rd
Carpenter Rd
Old Spanish Trail Hwy
16
74 ft

Bonanza Peak Parcels

0 2,000 Feet

- Bonanza Peak Solar Project Area
- 174PG (2)
- Mary McMonigle (32)
- Section 20, LLC (46)
- Mary Lee Wiley Living Trust (114)

Inyo County

Nye County

Nevada

California

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

RENEWABLE ENERGY DEVELOPMENT AGREEMENT AMONG THE COUNTY OF INYO, BONANZA PEAK SOLAR, LLC, THE MARY LEE WILEY LIVING TRUST, SECTION 20, LLC, AND MARY JANE CHRISTENSEN FOR REGION I OF THE BONANZA PEAK 500 MEGAWATT PHOTOVOLTAIC ELECTRICITY GENERATING FACILITY PROJECT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this *[date of agreement]*, by and among the County of Inyo, a political subdivision of the State of California (the "County"), *Bonanza Peak Solar, LLC* a Delaware limited liability company (the "Developer") the Mary Lee Wiley Living Trust, Section 20, LLC, a Nevada limited liability company and Mary Jane Christensen, an individual (individually an "Owner" and collectively "Owners"). The County, the Developer and the Owners shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. California Government Code, §§ 65864 *et seq*. provides that the legislative body of a city or county may enter into a development agreement for the development of real property in order to vest certain rights in the developer and to meet certain public purposes of the local government. Pursuant to Gov. Code, § 65865, the County has adopted Ordinance #946 establishing procedures and requirements for the approval of development agreements, and Ordinance #1158 applicable to renewable energy development agreements specifically (see Inyo County Code Titles 20 "Development Agreements" and 21 "Renewable Energy Development"). Developer has applied to the County pursuant to Gov. Code, §§ 65864 to 65869.5 and pursuant to the Inyo County Code for approval of this Agreement.

B. The Parties desire to enter into this Agreement in order to facilitate the development of certain property known as the Wiley Property, owned in fee simple by the Owner (the "Property") in which Developer holds a leasehold interest, which Property and Development are more fully described in Exhibit A and shown on the map set forth in Exhibit B, both attached to this Agreement. The offsite transmission line (gen-tie) alignment and stormwater retention basins, which are located outside of the solar development area, are described in the Plan of Development which is attached as Exhibit C. The proposed development of the Property consists of two geographic areas, a 400 megawatt (MW) Region I (the "Region I Development") and a 100 MW Region (the "Region II Development"), collectively resulting in the construction of a 500 MW photovoltaic (PV) electricity generating system and associated facilities including an onsite substation, operations and maintenance center, and generation-tie line interconnecting to the Trout Canyon Substation (the "Development").

C. The County has conducted duly noticed public hearings on this proposed Agreement pursuant to Gov. Code, § 65867 and Ordinance #946 and has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs

specified in the County's General Plan as amended by the General Plan Amendments referenced below ("General Plan"). Prior to or concurrently with its approval of this Agreement, the Board of Supervisors of the County ("Board of Supervisors") has also approved: (a) the Programmatic Environmental Impact Report ("PEIR"), *Renewable Energy General Plan Amendment*, State Clearinghouse No. 2014061039, dated March 2015 and approved pursuant to County Resolution No. 2015-26; and (b) an Addendum to the PEIR, _____ approved pursuant to County Resolution No. _____. This Agreement and any subsequent discretionary approvals that may be required by the County for the Region I Development as contemplated in Section 6 shall be referred to herein as the "Region I Development Approvals."

D. The Region I Development of the Property, which is located within the *Eastern Solar Energy Group* and designated by the County's General Plan as the "*Charleston View Solar Energy Development Area*" ("SEDA"), has been found by the County to provide substantial public benefits and help attain certain public objectives, including without limitation: (a) the further development of a fire station in the community of Charleston View within the County, which will provide fire protection and emergency services to the community of Charleston View and outlying areas; and (b) providing the County and public with additional revenue from economic activity associated with the Development as specified in this Agreement.

E. Certain development risks and uncertainties associated with the long-term nature of the Region I Development could discourage and deter Developer or any subsequent owner or lessee of the Property from making the long-term commitments necessary to fully develop the Property. Therefore, the parties desire to enter into this Agreement in order to reduce or eliminate uncertainties to such Region I Development over which the County has control.

F. The Region I Development and the use that Developer proposes in connection with the Property have been extensively reviewed and considered by the County and its officers, agencies and departments, and such proposed Development and use have been found to accommodate the County's recommendations and suggestions in order to protect the public's interest and to enhance the desirability, from the public's perspective, of such proposed Development and use.

G. As permitted by law, the County and the Developer desire to establish design and development standards for the entire build-out period of the Region I Development, including with respect to the permitted uses for the Region I Development, and to identify the scope of public infrastructure improvements and/or contributions to be required for, and as a result of, the Region I Development.

H. The County recognizes that Developer may sustain substantial losses if the County were to default in its obligations or commitments herein undertaken, including without limitation the substantial investment made by Developer to plan and obtain entitlements for the Region I Development.

I. The County, by electing to enter into contractual agreements such as this Agreement,

acknowledges that the obligations of the County shall survive beyond the term or terms of the present Board of Supervisors members, that such action will serve to bind the County and future Boards of Supervisors to the obligations thereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of the County. By approving this Agreement, the Board of Supervisors has elected to exercise certain governmental powers at the time of entering into this Agreement, rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have been found to be fair, just and reasonable, and the County has concluded that this Agreement will serve the best interests of its citizens and the public health, safety and welfare will be best served by entering into this obligation. The County acknowledges that Developer might not consider or engage in the Region I Development without the assurances of development entitlements that this Agreement is designed to provide.

J. This Agreement will facilitate the development of the Property in accordance with the Region I Development Approvals by providing the Developer and its creditors with a greater degree of certainty of the Developer's ability to expeditiously and economically complete the Region I Development, and the parties agree that the consideration to be received by the County pursuant to this Agreement and the rights secured to the Developer hereunder constitute sufficient consideration to support the covenants and agreements of the County and the Developer. By entering into this Agreement, the County desires to allow the Region I Development pursuant to this Agreement, the land-use ordinances, rules, regulations and policies applicable on the "Effective Date," as defined in Section 4 as amended, if at all, by this Agreement and, pursuant to this Agreement, to vest in Developer, to the fullest extent possible under the law, all possible development entitlements in order to complete the Region I Development.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. *Binding Effect of Development Agreement.* This Agreement pertains to the Property as described in Exhibits A, B and C. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the parties to this Agreement and constitute covenants that run with the Property. In order to provide continued notice thereof, this Agreement will be recorded by the Parties. Upon the acquisition or lease by Developer of a legal or equitable interest in any additional property necessary for the Development (the "Additional Property"), the Additional Property may become part of the Property as defined in this Agreement upon approval by the Board of Supervisors of Inyo County (the "Board") following any required environmental review. In such event, the County and the Developer shall amend the legal description and depiction of the Property attached hereto as Exhibits A and B and the Plan of Development attached as Exhibit C to add the Additional Property.

2. *Relationship of the Parties.* It is hereby specifically understood and acknowledged that the Development is a private project and that the County, the Owner and the Developer will not be

deemed to be the agent of the other for any purposes whatsoever.

3. *Reservations and Dedications.* It is hereby further understood and agreed that no reservations or dedications of land will be required by the County during the Term of this Agreement (as herein defined) except as may be otherwise agreed to in a separate writing signed by the County and Developer.

4. *Term.* (a) The "Effective Date" of this Agreement shall be the date on which the County adopts its ordinance approving same, with the understanding that Developer shall execute this Agreement prior to its submittal to the Board of Supervisors for approval.

(b) The term ("Term") of this Development Agreement is 50 (fifty) years from the Effective Date, plus the number of months, not to exceed six (6) months without the express written approval of the County Board of Supervisors, from the Effective Date required to accomplish building permit approval to begin construction of Region I of the Development, and subject to earlier termination as hereinafter provided. Unless otherwise specified, the obligations herein and the rights herein shall remain in full force and effect throughout the Term.

(c) The County may terminate this Agreement prior to expiration of the Term pursuant to Section 20 of this Agreement.

(d) The Developer may terminate this Agreement prior to expiration of the Term pursuant to Section 16(c) or Section 20 of this Agreement.

5. *Development Approval.* The following elements of the Region I Development are hereby approved:

(a) *Permitted Uses of the Property.* The Parties agree that the Region I Development as set forth and conditioned in the Region I Development Approvals, including this Development Agreement, is a permitted use of the Property. The County agrees to allow those uses on the Property, subject as described in Exhibit C (Plan of Development) and subject to the terms and conditions of Exhibit D (Conditions of Approval) of this Agreement.

(b) Upon termination of this Agreement due to default under Section 20, or due to invalidation by final judgment of a court under Subsection 21 wherein the terms of Exhibits C and D are severable from the invalidated portions, Exhibits C and D shall survive as a Renewable Energy Permit ("REP") that runs with the Property provided that: (i) Developer has made or thereafter makes all Contributions specified in Section 10(a)(i), does not request a refund or credit thereof; (ii) Developer complies with such other discretionary approvals as County determines are required under then-existing regulations to develop the Region I Development without the benefit of the remainder of this Agreement; and (iii) subject to the right of the County to take appropriate action

to abate any public nuisance and to enforce all laws and conditions of approval applicable to the Development. If Exhibits C and D survive as a REP under this Section 5(b), Developer's obligation to make the In-Lieu Payment under Section 10(a)(iii) shall likewise survive the termination or invalidation of this Agreement and shall continue, as to Region I, for so long as the REP remains in effect and a Solar Exclusion is applied to the Region I Development, on the same terms as if this Agreement had remained in effect; provided, however, that payment of the In-Lieu Payment shall not be a condition to the survival or continued effectiveness of the REP, and failure to pay the In-Lieu Payment shall not be a basis for the termination, revocation or suspension of the REP, but shall be enforceable solely by an action to recover the amount due as provided in Section 10(a)(iii). Nothing in this Agreement shall be construed to prohibit uses other than the Region I Development on the Property, provided such other uses conform to the ordinances, regulations, and standards of the County as they may from time to time be amended. The vested rights granted to Developer under this Agreement apply only to the Region I Development as described in the Region I Development Approvals. This Agreement shall run with the land.

(c) *Development Standards.* The County agrees to allow development of the Region I Development in accordance with the Region I Development Approvals and Existing Development Regulations (as defined in Section 9 of this Agreement); provided that the combined Region I Development and Region II Development shall not exceed the MW limit set forth in the Inyo County General Plan or 2,400-acres of land and that the Region I Development conforms to the designs set forth in the Region I Development Approvals except for minor modifications determined to be necessary during the course of building permit application plan check and construction which are mutually acceptable to the County and the Developer.

(d) Adjustment of Region Boundary. The Parties acknowledge that the boundary between the Region I Development and the Region II Development shown in Exhibit B is approximate and may require adjustment during final design. Upon the written request of Developer, the Planning Director may approve an adjustment of that boundary as an Administrative Amendment pursuant to Section 11(b), without amendment of this Agreement, provided that: (i) the adjusted Regions I and II Development remain entirely within the Property and within the area analyzed in the PEIR and Addendum, and the adjustment does not result in any new or substantially more severe significant environmental impact requiring subsequent or supplemental environmental review under Pub. Resources Code, § 21166; (ii) the nameplate generating capacity of the Region I Development does not exceed 400 MW, and the combined Region I Development and Region II Development continue to comply with Section 5(c); (iii) the adjustment does not alter the Contribution under Section 10(a)(i) or any other obligation of Developer under this Agreement; and (iv) a conforming adjustment is concurrently approved under the development agreement or other County approval governing the Region I Development. Upon approval, the Parties shall update Exhibits A, B and C to reflect the adjusted boundary. Any adjustment that does not satisfy each of the foregoing conditions shall require an amendment of this Agreement pursuant to Section 14.

(e) Setbacks. Pursuant to Sections 18.12.050 and 21.20.020 of the Inyo County Code, the setbacks applicable to the Region I Development shall be those shown in the Plan of Development (Exhibit

C), which are hereby established as the development standards for the Region I Development in lieu of the setback standards set forth in Section 18.12.050(D), (E) and (F) of the Inyo County Code. The setback standards established by this Section 5(e) are also set forth as a Condition of Approval in Exhibit D and shall survive as part of the REP pursuant to Section 5(b).

6. *Processing of Application and Permits.* The County and its officers, agencies and departments shall not unreasonably delay the processing of any application for the Region I Development Approvals or any permit or approval necessary to commence or complete the Region I Development. The County shall not use its authority in considering any application for any discretionary or ministerial approvals that may be necessary for the Development to change the policy decisions reflected by the Region I Development Approvals or otherwise to prevent or unreasonably delay development of the Region I Development as set forth in the Region I Development Approvals. Instead, any subsequent approvals shall be deemed to be tools to implement those final policy decisions represented by the Region I Development Approvals. The scope of the review of applications for subsequent approval, if any, shall be limited to a review of substantial conformity with the Existing Development Regulations (as defined in Section 9 of this Agreement) and this Agreement, and compliance with the California Environmental Quality Act. If it is determined that any subsequent, discretionary approvals are required from the County to develop the Project, then upon issuance such approvals shall be automatically incorporated into the definition of "Region I Development Approvals" as used in this Agreement.

7. *Building Permits.* It is understood by the Parties that pursuant to the County's Building Code, building permit applications and issued building permits may not remain valid for the term of this Agreement, but only for the term set by the Building Code. Accordingly, the Developer shall have the right to file new building permit applications for the Region I Development or any portion thereof where such previously approved building permit applications or issued building permits have expired. Any such new building permit applications filed for the Region I Development shall be reviewed in accordance with this Agreement and the Existing Development Regulations (as defined in Section 9 of this Agreement).

8. *Development Review.* Nothing set forth herein shall impair or interfere with the right of the County to require the processing of building or grading permits as required by law and to conduct its development review of any specific improvements proposed for the Region I Development pursuant to the applicable provisions of Chapter 14 of the County's Code and the California Building Code (the "Building Regulations") that are in effect as of the Effective Date; provided, however, no such review shall authorize or permit the County to impose any condition and/or withhold approval to any proposed permit the result of which would be inconsistent with any term or provision of this Agreement unless the purpose of such condition is to ensure the Region I Development complies with the Building Regulations, including the California Building Code as same may be amended or updated from time to time by the State of California, and the County's grading regulations.

9. *Vesting of Development Rights.*

(a) *General Statement.* As a material inducement to Developer to continue with diligent efforts to promote the development of the Property, the County desires to cause all development rights which may be required to develop to completion the Property with the Region I Development consistent with the Region I Development Approvals, to be deemed vested in Developer for the benefit of the Property, as of the Effective Date of this Agreement, to the greatest extent permitted by law, and to be free of all discretionary rights of the County or any body or subsequent building moratorium, ordinances, rules, regulations, policies or restrictions on development that are inconsistent with this Agreement. Notwithstanding the foregoing, nothing set forth in this Agreement shall be deemed to require Developer to commence or complete the Region I Development; provided, however, that notwithstanding Section 13, and subject to Sections 17, 19 and 20, Developer shall commence the Region I Development within five years of the Effective Date, which period the Planning Director may extend on a showing that Developer is diligently pursuing the Region I Development.

(b) *Existing Rules to Govern.* In accordance with the terms of Gov. Code, § 65866 and Title 20 of the Inyo County Code, the County and Developer agree that the General Plan provisions, ordinances, rules, regulations and official policies of the County in effect as of the Effective Date governing the design, density, permitted land uses, improvement and construction standards applicable to the Development (collectively, the "Existing Development Regulations") shall govern the Region I Development and the Property utilized in the Region I Development during the Term of this Development Agreement. The County shall not, in subsequent actions applicable to the Region I Development, apply general plan provisions, ordinances, rules, regulations and policies that conflict with or impose additional requirements on the Developer not provided within the Existing Development Regulations, except with the mutual consent in writing of the County's Planning Director and the Developer or as required by law. Except as otherwise provided in this Agreement, no amendment to or revision of, or addition to any of the Existing Development Regulations without the mutual consent in writing of the County Board of Supervisors and the Developer, whether adopted or approved by any office, board, commission or other agency of the County, shall be effective or enforceable by the County with respect to the Region I Development, its design, grading, construction, use or occupancy, schedule or development. Developer reserves the right to challenge in court any such future amendment to or revision of, or addition to any of the Existing Development Regulations that would conflict with this Agreement or reduce the development rights provided by this Agreement.

(c) *Copies of Existing Development Regulations.* Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Existing Development Regulations, one (1) set for County and one (1) set for Developer, as listed in Exhibit E. If it becomes necessary in the future to refer to any of the Existing Development Regulations, the documents listed in Exhibit E and provided to the County and Developer are presumed for all purposes of this Agreement, absent clear clerical error or similar mistake, to constitute the Existing Development Regulations.

(d) *Exclusions from "Existing Development Regulations."* As used in this Agreement, "Existing Development Regulations" shall not include laws and regulations that do not conflict with Developer's vested rights to develop and use the Property in accordance with this Agreement. Developer and its successors and assigns and all persons and entities in occupation of any portion of the Property shall comply with such nonconflicting laws and regulations as may from time to time be enacted or amended hereafter. Specifically, but without limitation on the foregoing, such nonconflicting laws and regulations include the following, and as same may be modified or amended:

(i) Local taxes, assessments, fees and charges of general applicability, including charges for County staff time monitoring or inspecting the Region I Development and County-wide or area-wide property tax changes, but excluding County-imposed taxes, assessments, fees and charges that apply exclusively to the Property, the Region I Development, or the technology comprising the Region I Development, and excluding contributions as provided for in Section 10(a)(i), which are governed by that Section. Nothing in the foregoing or this Agreement shall be read or interpreted as exempting Developer or Owners from changes in property tax laws or rules as set forth in State law, including but not limited to, any change in the new construction exclusion applicable to active solar energy systems under California Revenue and Taxation Code section 73 or any successor thereto;

(ii) Building, electrical, mechanical, fire and similar codes based upon uniform codes adopted by the State of California or by Inyo County;

(iii) Laws, including zoning code provisions, which regulate the manner in which business activities may be conducted or that prohibit any particular type of business activity on a county-wide basis, except as provided for in Section 9(e);

(iv) Procedural rules of general county-wide application; and

(v) State or federal laws or regulations which prevent or preclude compliance with one or more provisions of this Agreement.

(e) *Subsequent "Slow/No Growth" Measures or Moratoria.* Consistent with (a) and (b), above, the County and Developer specifically agree that any subsequently enacted initiatives, referendums, laws, ordinances, regulations, or rules, or amendments to the County's General Plan and/or Zoning Code, that contain "slow/no growth" measures or moratoria, or that by their terms are intended to, or by operation have such effect or that otherwise conflict with the terms of this Agreement, or limit the timing or phasing of the Development shall have no application to the Region I Development, except as may be required by law. The provisions of this Section 9(e) shall not affect County's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations. Notwithstanding any such measures, the mitigation measures required for the Region I Development are limited to those established by the

environmental documents applicable to the Region I Development and the Development Approvals unless otherwise consented to by the Developer.

(f) *Timing of Development;* Pardee *Finding*. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), 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 the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that those infrastructure phasing requirements and/or timelines required by the Region I Development Approvals shall apply, and the County may not impose restrictions on the timing of the Region I Development by ordinance, initiative, resolution, policy, order or otherwise other than those restrictions that are provided for in the Region I Development Approvals and Existing Regulations, except as may be mutually agreed by the parties.

10. *Environmental Compliance, Mitigation Measures and Community Benefit.*

(a) *Obligations and Contributions of the Developer for Mitigation Measures and Community Benefit Contribution.* The PEIR and the Addendum to the PEIR (Addendum) for this specific Development are incorporated herein by reference as though fully set forth at length. The County and the Developer acknowledge that the PEIR and Addendum identify certain mitigation measures applicable to the Region I Development. The County and Developer further acknowledge that Chapter 21 of the Inyo County Code states that various community impacts (e.g., quality of life, economic and social impacts) should be evaluated and addressed. Developer desires and agrees to implement the mitigation measures pursuant to the terms of the PEIR and Addendum, and to implement the community impact measures identified herein, provided that the Developer proceeds with the Region I Development and commences construction. Developer's obligations with regard to the contribution to community benefits are further described in the following paragraphs. As used in this Section 10(a), "Off-Site" means outside of the Property and the public right-of-way bordering on the Property. In no event shall a failure to comply with implementation of a mitigation measure or condition within the Region I Development constitute a failure to comply with implementation of that mitigation measure or condition within the Region II Development, and vice versa.

(i) *Mitigation and Community Impact Contribution.* In addition to the mitigation measures set forth in the Development Approvals and/or the Decommissioning Plan applicable to the Region I/II Development, which are hereby incorporated by this reference, the Developer agrees to provide the following contribution to the County for ultimate distribution to Southern Inyo Fire Protection District to construct, supply and maintain a firehouse in Charleston View (the "Contribution"):

> A Contribution in the amount of **$2,000,000** to be paid to Inyo County prior to issuance of a building or grading permit, whichever occurs first, for the Region I Development to be distributed by the County to the Southern Inyo Fire Protection District (the "District"), as determined by agreement between the County and the District, to support the District's construction and maintenance of a firehouse in the Charleston View area and purchase and

maintenance of firefighting equipment.

(ii) Only the specific Contribution set forth in Section 10(a)(i) shall apply to the Region I Development, except as otherwise explicitly permitted by this Section 10(a)(ii). No increase in Contribution charged to the Region I Development as provided for in this Agreement that is adopted after the Effective Date shall apply to the Region I Development unless consented to by the Developer; provided, however, that if, after the Effective Date, the County decreases the rate of any of the Contributions required under this Agreement, then Developer shall pay the reduced Contributions in effect at the time of payment.

(iii) Payment in Lieu of Excluded Property Taxes. If during the Term the Inyo County Assessor applies to the assessment of the Region I Development a new construction exclusion or exemption under Revenue and Taxation Code section 73 or any successor or similar statute specific to solar or renewable energy generating facilities (a "Solar Exclusion"), so that value of the improvements and fixtures comprising the Region I Development that would otherwise be enrolled is not enrolled (the "Excluded Value"), Developer shall pay the County, for each fiscal year in which the Solar Exclusion is so applied, an in-lieu payment equal to one percent (1%) of the Excluded Value (the "In-Lieu Payment"). For purposes of this Section 10(a)(iii), improvements and fixtures shall be attributed to the Region I Development based on the Region within which they are physically located, as shown on Exhibits A, B and C (as the same may be adjusted pursuant to Section 5(d)). The County shall allocate each In-Lieu Payment it receives among the County general fund and the school districts, special districts and other taxing agencies within the applicable tax rate area in the same proportions in which revenue from the one percent general levy on the Excluded Value would have been apportioned for that fiscal year had no Solar Exclusion applied, or in such other manner as is consistent with applicable law, provided, however, that County shall refund Developer to the extent County's allocation to the school districts, special districts and other taxing agencies by operation of this Agreement is prohibited by law. "Solar Exclusion" does **not** include any of the following, provided they are generally applicable and not specific to solar facilities such as the Development: (a) any change in the classification or valuation methodology of any property adopted by the Assessor, the State Board of Equalization, or by statute or regulation; or (b) any generally applicable exclusion or exemption. A decline-in-value reassessment also does not constitute a Solar Exclusion. The Excluded Value shall be determined by the Assessor, and adjusted from year to year, in the same manner as if the excluded property had been enrolled, including the annual inflation adjustment and any reduction for decline in value, removal or decommissioning. The County shall deliver a written statement of the Excluded Value and calculation to Developer annually; if Developer disputes the statement and the Parties cannot resolve the dispute within sixty (60) days, the disputed value shall be determined by an independent qualified appraiser mutually selected by the Parties, whose determination shall be binding. The In-Lieu Payment shall be paid in installments on the dates property taxes are due for that fiscal year (or sixty (60) days after resolution of a dispute, if later), shall be reduced by any other in-lieu or

community benefit payment made to the County for that year under this Agreement (other than the Contribution), and shall not in any year exceed the revenue from the one percent general levy that would have been payable on the Excluded Value had no Solar Exclusion applied. The obligation ceases as to Region I when the Excluded Value is enrolled, when Region I ceases commercial operation and begins decommissioning, or upon expiration or termination of this Agreement; provided that if Exhibits C and D survive as a REP under Section 5(b), the obligation shall survive as provided in Section 5(b) and shall instead cease when the REP expires or is terminated. The In-Lieu Payment is not a Contribution for purposes of Sections 9(d)(i), 10(a)(i), 10(a)(ii), 10(b), 20(c) or 21 and may be used by the County for any lawful purpose. Failure to pay an undisputed In-Lieu Payment within forty-five (45) days after written notice from the County (with a copy to each Mortgagee under Section 24(a)) is enforceable solely by an action to recover the amount due with interest at the legal rate under Section 20(d), and shall not be a basis for termination of this Agreement or of the REP under Section 5(b). The In-Lieu Payment runs with the Property under Section 1; a transferor is released under Section 12 for payments accruing after transfer, and Mortgagees and Purchasers are liable only as provided in Section 24(c).

(b) *Obligations of the County for Community Impact Contributions.* The County agrees to use the Contribution for the purposes stated above in Subsection (a)(i) of this Section 10 and to do so in a reasonably expeditious manner depending on the availability of sufficient funding and on priorities established jointly by the County, the District and the Charleston View community. County shall not expend, nor irrevocably commit to expend, the contributions for a period of ninety (90) calendar days following approval of the Region I Development Approvals. Except for the payment of the amounts set forth in Subsection (a)(i), and payment to perform those additional mitigation measures set forth in the Region I Development Approvals and Region I Decommissioning Plan, Developer shall have no obligations concerning the implementation or the funding or the construction of any measure required to mitigate any adverse environmental or community impact resulting from the Region I Development, except for the payment of taxes, assessments, and fees established by ordinance of the Board of Supervisors or any government body with jurisdiction, the revenues of which may be used for such purposes; provided, however, in the event of the formation of a special assessment district designed to raise revenue to pay for any of the costs of any improvement resulting in an assessment on the Property, Developer or its successor in interest in the Property shall receive credit for the payment of the assessment on the Property to the extent of the contribution to that improvement paid by Developer. Nothing in this agreement is intended to limit Developer's obligation to comply with reasonable conditions imposed by the County in its approval of the Region I Site Plan regarding traffic circulation and public improvements on the Property and in the public right-of-way bordering the Property.

(c) *Subsequent Environmental Review.* In exercising its legislative discretion to enter into this Agreement and to commit the County to the completion of the Region I Development, the County has reviewed and considered the potential adverse environmental impacts related to all aspects of the contemplated project, including, without limitation, the potential demands the Region I

Development will make on local and regional streets, highways, parks and recreation areas, water capacity and sewer lines, flood and storm drain systems, and energy conservation, and the effect on school capacity, traffic, pedestrian safety, noise and air quality impacts. The County has further reviewed and considered from a variety of perspectives, and has analyzed pursuant to a variety of assumptions, the projected future regional and cumulative environmental demands that will compete with the Region I Development for available capacities and cumulatively add to potential adverse impacts. In so doing, the County has considered, among other things, the possibilities that:

(i) Federal, local, regional and state plans, if any, for provision of new infrastructure systems or expansion of existing infrastructure systems may be delayed, modified or abandoned;

(ii) The types, intensities, and amount of future regional development may exceed or otherwise be different from that currently being planned by the County and other local agencies; and

(iii) Regional and Development-generated demands on infrastructure and utility improvements to be constructed as a part of the Region I Development may exceed in either the short-run or the long-run the allocated capacities for such demands.

After assessing these and other potential adverse environmental impacts associated with the development of the Property, the County has imposed mitigation measures through the PEIR, the Addendum, and this Agreement, to the fullest extent the County considers feasible and necessary to the Region I Development. The County has determined that the public benefits of the Region I Development and in this Agreement will provide the mitigation measures needed to contribute to alleviating short-term and long-term potential adverse impacts of the Region I Development that may arise during the development period; therefore, the County agrees, consistent with Pub. Resources Code, § 21166, that no subsequent or supplemental EIR shall be required by the County for any subsequent discretionary approvals related to the Development except as set forth in that section.

11. *Amendments to Development Approvals.* Notwithstanding any other provision of this Agreement, Developer may seek and County may review and grant amendments or modifications to the Region I Development Approvals subject to the following:

(a) The Region I Development Approvals may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer (at its sole discretion). The permitted uses of the Property, the intensity of use, the maximum height and size of the proposed buildings, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments to the Region I Development Approvals shall be automatically vested pursuant to this Agreement, without requiring an amendment to this Agreement. The County shall not request, process or consent to any amendment to the Region I Development Approvals that would affect the Property or the Region I Development without Developer's prior written consent except as required to comply with the Existing Development Regulations or federal or state laws preempting

the Existing Development Regulations.

(b) Upon the request of Developer for an amendment or modification of the Region I Development Approvals or upon County initiation of an amendment or modification with Developer's consent, the County shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Region I Development as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Existing Development Regulations. If the County finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Existing Development Regulations, the amendment or modification shall be determined to be an "Administrative Amendment," and the County may approve the Administrative Amendment, without public notice or a public hearing, if none is required by the Existing Development Regulations or federal or state laws preempting the Existing Development Regulations. Any request of Developer for an amendment or modification to the Region I Development Approvals, or that is initiated by the County with Developer's consent, that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Existing Development Regulations and this Agreement.

12. *Assignment: Release.* This Agreement shall not be severable from Developer's interest in the Property and the Region I Development. Any transfer of a portion of the Property shall automatically operate to transfer the benefits and burdens of this Agreement in respect of such portion. Developer shall have the right to sell, assign, pledge as security or transfer all or any part of its interest in the Property along with all of its right, title and interest in and to all or any part of this Agreement to any person, firm or corporation at any time during the term of this Agreement without the consent of the County. Provided that Developer has provided the County with notice of such transfer, upon the sale, transfer or assignment of Developer's interest in all or any portion of the Property or the Region I Development, Developer shall be released from its obligations under this Agreement arising subsequent to such transfer in respect of the transferred portion. The County agrees to execute any documents reasonably required by an assignee, transferee, lender or other party confirming the rights of such party under this Agreement or providing notices of default and rights to cure for the benefit of such parties.

13. *Periodic Review of Compliance.* In accordance with Gov. Code, § 65865.1, the Planning Director shall review this Agreement at least once each calendar year hereafter. At such periodic reviews, Developer may be asked to demonstrate its good-faith compliance with the terms of this Agreement. In such cases, Developer agrees to furnish such evidence of good-faith compliance as the County, in the reasonable exercise of its discretion and after reasonable notice to Developer, may require. Developer shall be deemed to be in good-faith compliance with this Agreement if the County is not entitled by the terms and provisions of this Agreement to terminate this Agreement. It is understood that Developer is not under any obligation to commence construction of the Region I Development within any time period or at all, and that nonconstruction of the Region I Development is not a basis for the County to determine that Developer is not in good-faith compliance with this Agreement.

14. *Amendment or Cancellation.* Except as otherwise provided for herein, this Agreement may be amended or canceled in whole or in part only by mutual consent of the County or the Developer, or their successors in interest, and in the manner provided in Gov. Code, §§ 65865.1, 65867, and 65867.5.

15. *Enforcement.* Unless amended or canceled as provided in this Agreement, this Agreement shall continue to be enforceable by County or Developer, notwithstanding any change or other regulations adopted by the County that alter or amend the rules, regulations or policies applicable to the Region I Development.

16. *Supersession of Agreement by Changes in State or Federal Law.* In the event that Developer or County determines that state or federal laws, ordinances, rules, policies or regulations or the laws, ordinances, rules, policies, or regulations of any other governmental or quasi-governmental entity are enacted after the Effective Date of this Agreement, or the action or inaction of any other affected governmental jurisdiction prevents or precludes compliance with one or more provisions of this Agreement, or imposes a requirement on the Region I Development materially different than as otherwise contemplated by this Agreement, or requires changes in plans, maps or permits approved by the County or the development standards set forth in this Agreement, they shall:

(a) Provide the other Party (i.e., County or Developer) with written notice of such restriction, together with a copy of the applicable law, rule, regulation or policy and a statement in reasonable detail setting forth the conflict of same with the provisions of this Agreement; and

(b) Promptly meet and confer with the other Party in good faith and make a reasonable attempt to modify or suspend this Agreement if necessary to comply with such law, ordinance, rule, policy or regulation. Thereafter, regardless of whether the County and Developer reach agreement on the effect of such law, ordinance, rule, policy or regulation upon this Agreement, the matter shall be scheduled for a hearing before the Board of Supervisors upon 30 days' notice, for the purposes of determining the exact modification or suspension, if any, that is required by such law, ordinance, rule, policy or regulation. It is the express intent of the Parties to modify the Agreement to allow for the development of the Region I Development in as close conformity to the terms and conditions of this Agreement as reasonably possible. Nothing herein shall preclude Developer from challenging the conflicting law, rule, regulation or policy.

(c) Notwithstanding Sections 16(a) and (b), in the event that state or federal law operates to frustrate irremediably and materially the vesting of development rights to the Region I Development as set forth in this Agreement, Developer may terminate this Agreement. Developer shall provide County with written notice at least sixty (60) calendar days prior to date of proposed termination referencing the state or federal law(s) in question and explaining how such law(s) irremediably and materially frustrate the vesting of development rights under this Agreement. County shall have thirty (30) days from receipt of the notice to assess the law and the facts and to notify the Developer in writing of its determination. If the County and the Developer agree that the state or federal law operates to frustrate the vesting of development rights materially and

irremediably, then this Agreement shall terminate as provided in Developer's notice. If the County does not agree with the determination, then the County and Developer shall submit the matter to an independent third-party expert mutually selected by them (such as a land use attorney or mediator) and abide by that expert's determination

17. *Enforced Delay and Extension of Times of Performance.* In addition to specific provisions of this Agreement, performance by either the County or Developer hereunder shall not be deemed to be in default where delays or defaults are due to:

(a) War, insurrection, civil commotion, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, acts of God, governmental restriction, litigation (including, without limitation, litigation contesting the validity, or seeking the enforcement or clarification of, this Agreement whether instituted by Developer, the County or any other person or entity), acts or failures to act of any governmental agency or entity;

(b) Inability to secure necessary labor, materials or tools, strikes, lockouts, other labor disputes, or delays of any contractor, subcontractor or supplier; or

(c) Inability to obtain and consummate necessary financing, or delays of any lender or third party relating thereto.

An extension of time in writing for any such cause shall be granted for the period of the enforced delay, or longer as mutually agreed upon, which period shall commence to run from the time of commencement of cause.

18. *Notices.* Any notice or instrument required to be given or delivered to any Party to the Agreement may be given or delivered by depositing the same in the United States mail, certified mail, postage prepaid, addressed to:

County:

Inyo County Counsel
P.O. Drawer M
Independence, CA 93526; and

Inyo County Planning Director
P.O. Box L
Independence, CA 93526

Developer:

Bonanza Peak Solar, LLC,
a Delaware limited liability company

5051 Westheimer Blvd., Suite 1400
Houston, TX 77056
Attn: Legal Department
legal@hanwhaenergyusa.com

Owners:

Mary Lee Wiley Living Trust; Section 20, LLC, and Mary Jane Christensen

c/o Steven R. Scow, Esq.
612 S. 7th Street
Las Vegas, NV 89101
Phone: (702) 385-7269
Email: scowlaw@aol.com

Notice of a change of address shall be delivered in the same manner as any other notice provided herein, and shall be effective three days after mailing by the above-described procedure.

19. *Default and Remedies.*

(a) *Developer's Default.* Developer shall be in default under this Agreement upon the happening of one or more of the following events or conditions:

(i) If a material warranty, representation or statement made or furnished by Developer to the County is false or proves to have been false in any material respect when it was made;

(ii) A finding and determination by the Planning Director (or designee) that upon the basis of substantial evidence, Developer has not complied in good faith with a material requirement of this Agreement or the Region I Development Approvals; or

(iii) An express repudiation, refusal or renunciation of this Agreement, if the same is in writing and signed by the Developer, mailed first-class, postage prepaid, to the County Planning Director, with a copy to any Mortgagee under Section 24, except for the case of mutual agreement to terminate this Agreement pursuant Section 14.

(b) *County's Default.* The County shall be in default under this Agreement if it shall:

(i) fail to comply in good faith with the requirements hereof regarding the permitted development standards and uses specified herein; or

(ii) expressly repudiate, refuse or renounce this Agreement in writing.

20. *Procedure Upon Default.*

(a) Notwithstanding any provision of this Agreement to the contrary, except for Developer's default under Section 19(a)(iii), Developer shall not be deemed to be in default under this Agreement, and the County may not terminate Developer's rights under this Agreement, unless the County shall have first delivered a written notice of any alleged default to Developer and to any Mortgagee as required by Section 24(a), which shall specify the nature of such default. Except for Developer's default under Section 19(a)(iii), if such default is not cured by Developer within 45 calendar days of service of such notice of default, or with respect to defaults that cannot be cured within such period, Developer fails to commence to cure the default within 45 days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the County may terminate Developer's rights under this Agreement. Upon the occurrence of a default by the County, as described in Section 19(b)(i), Developer shall give written notice to the County specifying the nature of such default. If the County has not cured such default within forty-five (45) calendar days of such notice, or such additional period as may be agreed upon by the County and Developer or, with respect to defaults that cannot be cured within such period, County fails to commence to cure the default within forty-five (45) days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the Developer may terminate County's rights under this Agreement. The occurrence of a default by the County under Section 19(b)(ii) above shall, at the option of Developer, and upon written notice to the County, immediately constitute an event of default by the County.

(b) In the event a breach of this Agreement occurs by any Party, irreparable harm is likely to occur to the nonbreaching Parties and damages are an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that specific enforcement of this Agreement is the proper and desirable remedy.

(c) In the event this Agreement is terminated by the County or Developer pursuant to Section 20(a), if any Contribution has been made by or on behalf of Developer to County pursuant to Section 10(a)(i) of this Agreement, then County shall give to Developer a refund of the portion of the Contribution remaining (and not irrevocably committed) in any segregated County account into which such Contribution was deposited, along with interest which has accrued, if any. To the extent the Contribution made by or on behalf of Developer was not deposited, or no longer is, in the segregated County account, or has been irrevocably committed by County, County shall give Developer a credit for the amount of said Contribution, along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by County on Developer in connection with construction or development within or outside the Property, but excluding the Region II Development. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 20(c) may be transferred by Developer to a third party for application by said third party to any costs or fees imposed by County on the third party in connection with construction or the development of property within County, whether or not related to the Region I Development, but excluding the Region II Development. In the event that grading and/or building

permits for the Region I Development have been issued for all or a portion of Region I at the time of any termination of this Agreement pursuant to Section 20(a), then any such refund or credit shall be limited to the amount paid by Developer that exceeds, on a pro rata basis, the proportion of the Property so permitted for grading and/or building by Developer for the Region I Development to the entire Region I Development. In such event, Developer shall not be obligated to pay any further Contribution not already paid as of the date of termination, except as may be necessary to reach the pro rata amount, unless Developer and County agree to additional terms and approvals pursuant to which Developer may proceed to develop the remainder of the Region I Development.

(d) In no event shall either the County or Developer, or their boards, commissions, officers, agents or employees, be liable in damages for any default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to any Party for a breach or violation of this Agreement by another Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

(e) In the event this Agreement is terminated by County or Developer pursuant to Section 20(a), the terms of Exhibits C and D shall survive as a REP if the terms of Section 5(b) are met.

21. *Effects of Litigation*.

(a) In the event that litigation is timely instituted, and a final judgment is obtained which invalidates in its entirety this Agreement, and subject to Section 22(b), Developer and County shall have no obligations whatsoever under this Agreement, and Developer shall either (i) unless otherwise addressed through the process specified in Section 5(b), apply for and obtain approval from the County for new entitlements that would authorize the Region I Development, or a modified version of the Region I Development, that does not conflict with the final judgment that invalidated this Agreement in its entirety; or (ii) at Developer's election, or in the event the County rejects Developer's application for new entitlements under the preceding clause, abandon the Region I Development and, to the extent necessary, promptly restore/decommission the Property as set forth in the Decommissioning/Reclamation Plan. If grading and/or building permits for the Region I Development have not yet been issued by County at the time of invalidation, then the provisions of Subsections (b) and (c) of this Section 21 shall apply.

(b) If any Contribution(s) have been made by or on behalf of Developer to County pursuant to Section 10(a)(i) of this Agreement, County shall give to Developer a refund of the portion of the Contribution(s) remaining (and not irrevocably committed) in any segregated County account into which such Contribution(s) were deposited, along with interest which has accrued, if any.

(c) To the extent the Contribution(s) made by or on behalf of Developer were not deposited, or no longer are, in the segregated County account, or have been irrevocably committed by County, County shall give Developer a credit for the amount of said Contribution(s), along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by County on Developer in connection with construction or development within or outside the Property, but excluding the Region II Development. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 21 (c) may be transferred by Developer to a third party for application by said third party to any costs or fees imposed by County on the third party in connection with construction or the development of property within County, whether or not related to the Region I Development, but excluding the Region II Development.

(d) In the event of invalidation of this agreement by final judgment of a court, the terms of Exhibits C and D shall survive as a REP if the terms of Section 5(b) are met, in accordance with and subject to Section 21(e).

(e) In the event of partial invalidation of this Agreement under Section 21(d) pursuant to which only a portion of the Region I Development may or is determined by the County and Developer to be developed, County shall refund to Developer under Sections 21 (c) and (d) any Contribution made by Developer under Section 10(a)(i) for the Region I Development that exceeds, on a pro rata basis, the proportion of the Property unaffected by the partial invalidation to the entire Region I Development.

22. *Legal Challenge*. The Developer shall defend, indemnify and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding to attack, set aside, void or annul the Development Approvals (including this Agreement) or any individual approval, regardless of whether the Development Approvals (including this Agreement) are invalidated or affirmed by the court.

(a) The County will promptly notify the Developer of the claim, action or proceeding and will cooperate fully in the defense. Notwithstanding the above, the County reserves the right to prepare its own defense. This Section 22 shall survive the termination or expiration of this Agreement

(b) County shall cooperate in good faith with Developer to uphold the validity and enforceability of this Agreement in the case of legal challenge. If this Agreement is adjudicated or determined to be invalid or unenforceable, County and Developer agree, subject to all legal requirements, to consider modifications to this Agreement to make it valid and enforceable to the extent permitted

by applicable law.

(c) The filing of any third-party lawsuit(s) against County or Developer relating to the Development Approvals or other development issues affecting the Property shall not delay or stop the development, processing or construction of the Region I Development unless the third party obtains a court order preventing the activity.

(d) In the event of a court order issued as a result of a successful legal challenge, County shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Region I Development and avoid or minimize to the greatest extent possible (i) any impact to the development of the Region I Development as provided for in, and contemplated by the Development Approvals, or (ii) any conflict with the Development Approvals or frustration of the intent or purpose of the Development Approvals. In complying with this Section 22(d), County shall consider input from Developer, but County shall determine in its sole judgment and discretion how to best comply with the law or court order in question.

23. *Entire Agreement.* This Agreement and the Exhibits herein contain the entire agreement among the Parties and is intended by the Parties to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, is null and void.

24. *Mortgages.* In the event the County receives written notice from any institutional lender or pension trust (a "Mortgagee") that it has obtained a deed of trust or mortgage on all or any portion of the Property (a "Mortgage"), together with a copy thereof, the County agrees as follows:

(a) The County shall mail, first-class, postage prepaid, to each Mortgagee a copy of any notice ("First Notice") given to Developer under Section 20 for defaults occurring under Section 19(a)(i), or 19(a)(ii), concurrently with the giving of such notice to Developer. For defaults occurring under Section 19(a)(iii), the Developer shall mail, first-class, postage prepaid to each Mortgagee a copy of the notice provided to the County ("First and Final Notice") at the same time at it provides written notice to the County under Section 19(a)(iii). If the default specified in the First Notice is one described in either Section 19(a)(i) or Section 19(a)(ii), and if Developer fails to cure such default within the period allowed in Section 19, the County shall give written notice (the "Second Notice") to each Mortgagee of such failure.

(b) The County shall not terminate or cancel this Agreement, irrespective of the provisions of Section 20 unless: (i) the County has given to each Mortgagee the notice or notices required by Section 24(a) for a default specified in Section 19(a)(i) or 19(a)(ii); and either (ii) no Mortgagee has within 45 days following the giving of the First and Final Notice by the Developer if the default specified therein is one described in Section 19(a)(iii) or has, within 45 days following the giving of the Second Notice by the County (if the default specified in the First Notice is one described in

Section 19(a)(i) or Section 19(a)(ii)) cured any default arising solely from the failure to pay amounts due and owing to the County hereunder, and commenced the exercise of remedies available under the Mortgage or obtained a deed-in-lieu thereof, and no Mortgagee, purchaser at a foreclosure sale held under the mortgage, or purchaser from Mortgagee (a "Purchaser") has, within 30 days following the obtaining of title to the Property, or portion thereof originally covered by the Mortgage, but in no event later than 90 days following the giving of the First and Final Notice (if the default specified therein is one described in Section 19(a)(iii)), or within 90 days following the giving of the Second Notice (if the default specified in the First Notice is one described under Section 19(a)(i) or Section 19(a)(ii)) cured all defaults that are, by their nature, curable within such period, and commenced, in good faith, to cure all other defaults that, by their nature are not curable within such period, and diligently proceeded to cure all such defaults within a reasonable time. A default under Section 19(a)(iii) shall be deemed cured by the giving of a written agreement by any such Mortgagee or Purchaser to continue to be bound by the terms of this Agreement.

(c) The County shall accept the performance of any such Mortgagee or Purchaser to cure any default on behalf of the Developer as if such performance were rendered by Developer. Each Mortgagee and each such Purchaser shall have the right, but not the obligation, to remedy any defaults of Developer within the time specified herein. No Mortgagee or Purchaser shall have any liability under this Agreement except for acts or events that occur while such Mortgagee or Purchaser holds title to the Property or portion thereof.

(d) The provisions of this Section 24 are solely for the benefit of Mortgagees and Purchasers and shall not otherwise impair any rights of the County against Developer.

(e) No default or event of default hereunder by Developer shall defeat, impair or render invalid the lien of any deed of trust made in good faith and for value as to the Region I Development or any portion thereof.

(f) The County, by resolution of the Board of Supervisors, may modify or add to the provisions of this Section 24 at the request of any institutional lender or pension trust providing financing so long as such requested modifications or additions pertain only to the rights of a Mortgagee hereunder and are not otherwise inconsistent with the terms of this Agreement.

25. *Severability.* If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenants or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and subject to Section 22(d).

26. *Counterparts.* This Agreement has been executed in one or more counterparts, including by

electronic means such as Docusign or Adobesign, each of which has been deemed an original, but all of which constitute one and the same instrument.

27. *Estoppel Certificate.* Any Party may, at any time, and from time to time, deliver written notice to another Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within 30 (thirty) days following the receipt thereof. The County Counsel of the County shall have the right to execute any certificate requested by Developer hereunder. The County acknowledges that a certificate hereunder may be relied upon by transfers, Mortgagees, Purchasers, or other interested parties.

28. *Existing Offers of Dedication*. The Parties understand and agree that the following offers of dedication were made to the County for certain public rights of way on, over and through the Property at the time of approval of Parcel Map #86, recorded on July 2, 1974, at Book 1, Page 63, of Parcel Maps, in the office of the Inyo County Recorder:

1. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 808.
2. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 811.
3. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 815.
4. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 823.
5. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 834.
6. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 846.
7. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 867.
8. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 875.
9. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 879.
10. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 886.
11. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208,

Page 891.

12. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 898.

(hereinafter, collectively, the "Offers"). It is the Parties' intention to preserve the Offers so that they may be accepted by the County in its sole discretion in whole or in part following the end of the Term, but not prior thereto. Accordingly, the Parties agree that the Offers shall remain open throughout the Term, and that County shall not accept any of the Offers during the Term, so long as this Agreement is in effect. Owner further specifically agrees to re-make the Offers of Dedication, by separate instrument pursuant to California Government Code section 7050 or any successor thereto, within sixty (60) calendar days of a written request therefor by County, which re-made offers the County shall not accept during the Term, so long as this Agreement is in effect. Owner's obligation to re-make the Offers of Dedication shall survive termination of this Agreement unless the County agrees, in writing, to cancel the obligation.

29. *Venue*. This Contract is made in the County of Inyo, State of California. The Parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo for all claims between or among them.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above-written.

ATTEST:

_____
[Name of clerk]
Clerk of Board

APPROVED AS TO FORM:

_____
John-Carl Vallejo
County Counsel

County of Inyo
By:

_____
Trina Orrill
Board Chair

Bonanza Peak Solar, LLC
By:

_____

[Name of authorized representative]
[Title of authorized representative]

Mary Lee Wiley Living Trust
By:

_____
[Name of authorized representative]
[Title of authorized representative]

Section 20, LLC
By:

_____
[Name of authorized representative]
[Title of authorized representative]

Mary Jane Christensen
By:

_____
[Name of authorized representative]
[Title of authorized representative]

EXHIBIT A
LEGAL DESCRIPTION FOR REGION I DEVELOPMENT

See attached Legal Description for Region I which is incorporated by this reference.

EXHIBIT B
MAP OF REGION I DEVELOPMENT

See attached Map Depicting Region I which is incorporated by this reference.

EXHIBIT C
PLAN OF DEVELOPMENT

See attached Plan of Development which is incorporated by this reference.

EXHIBIT D
CONDITIONS OF APPROVAL FOR REGION I DEVELOPMENT

1. **Hold Harmless**
   The owner/developer shall defend with counsel acceptable to Inyo County, indemnify, and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul an approval of the County, its advisory agencies, its appeals board, or legislative body concerning REDA 2026-01/Bonanza Peak Solar, LLC, including all associated environmental review. The County shall promptly notify the owner/developer of any such claim, action, or proceeding and shall cooperate fully in the defense. The County reserves the right to prepare its own defense with counsel of its choosing, at the County's sole cost and expense.

2. **Project Term**
   Renewable Energy Development Agreement 2026-01 allows for a 50-year project lifetime commencing with issuance of building permits from Inyo County or six months after project approval, whichever occurs first.

3. **Compliance with Applicable Law**
   The owner/developer shall conform to all applicable provisions of the Inyo County General Plan, County Code and State law and regulations, including the California Building and Health and Safety Codes and CUPA (Certified Unified Program Agency). Failure to comply may result in the termination of REDA 2026-01 subject to and in accordance with the termination provisions, including notice and cure provisions, of REDA 2026-01.

4. **Compliance with other Affected Agencies**
   Prior to issuance of grading or building permits, the owner/developer shall obtain all required permits and approvals from applicable agencies, which may include but not be limited to Great Basin Unified Air Pollution Control District, Lahontan Regional Water Quality Control Board, the Bureau of Land Management; US Fish and Wildlife; and the California Department of Fish and Wildlife.

5. **Decommissioning Plan and Financial Assurance**
   As per section 21.20.030 and 21.20.040 of the Inyo County Code, the owner/developer has submitted a staff approved decommissioning plan.

- A financial assurance mechanism that covers all current costs to implement reclamation under the decommissioning plan shall be prepared and submitted to the County prior to the issuance of building or grading permits.

- Upon reasonable notice from the County, the owner/developer shall submit to an annual inspection of the project site and any updates to the decommissioning plan with corresponding updates to financial assurance based on the Consumer Price Index shall also be included.

- Reasonable, actual, and documented annual project site inspection costs related to staff time and travel will be paid annually when presented to the owner/developer.

Failure to comply with the financial assurance requirements may result in the termination of REDA 2026-01 subject to and in accordance with the termination provisions, including notice and cure provisions, of that agreement.

6. **Compliance with PEIR, Addendum and all PEIR MMRP Requirements.**
The project shall comply with all applicable mitigation measures identified in the Addendum and PEIR in compliance with the PEIR MMRP requirements. Failure to comply may result in the suspension or termination of REDA 2026-01.

7. **Sales and Use Taxes**
The developer shall undertake specified actions in contracting for construction of the project so as to allocate sales and use taxes paid in connection with project construction to the County to the maximum extent provided by law. For all contracts meeting the qualifying threshold for California Department of Tax and Fee Administration ("CDTFA") jobsite registration, the developer shall include language in its construction contracts, and require all contractors to include language in their subcontracts, identifying the jobsite within unincorporated Inyo County as a place of business of the contractor or subcontractor and place of sale of fixtures furnished and installed by the contractor or subcontractor and requiring its construction contractor and subcontractors to allocate sales and use taxes to the County, to the maximum extent provided by law, in its CDTFA filings and permits.

Prior to a contractor's or subcontractor's commencement of work on the project, the developer shall deliver to the County a list identifying each contractor and subcontractor holding a contract meeting the threshold for CDTFA jobsite registration, including: (a) business name and contact information for the individual most knowledgeable about sales/use tax reporting for the Project; (b) scope of work and confirmation that the contract value meets the threshold stated above; and (c) CDTFA account number and, when issued, a copy of any sub-permit issued specific to the Project jobsite. Developer shall update this

list within 30 days of any change, including the addition of any such contractor or subcontractor.

The developer shall deliver to the County copies of all sales and use tax returns filed with CDTFA by developer, its contractors, and subcontractors that relate to the Project, within 30 days of filing. Returns may be redacted to protect proprietary or competitively sensitive information, provided that redacted returns are accompanied by sufficient supplemental evidence for the County to confirm compliance with this condition.

8. Property Tax Cooperation

Developer shall promptly comply with all applicable property tax reporting requirements and with written requests for assessment information issued by the County Assessor pursuant to applicable law, including information reasonably necessary for the Assessor to determine Excluded Value under Section 10(a)(iii) of the Renewable Energy Development Agreement (REDA).

Without limiting the foregoing, upon written request of the Assessor made pursuant to Revenue and Taxation Code Section 441(d), Developer shall furnish to the Assessor, within thirty (30) days after receipt of such request, (a) a copy of Developer's most recent annual financial statements (audited, if audited financial statements are prepared for Developer), and (b) a copy of each power purchase agreement then in effect for the Project, including any amendments, which the Assessor may request not more than once in any calendar year. Developer shall not refuse or delay compliance with a request for such information under Section 441(d) on the ground that all or any portion of the Project is, or is asserted by Developer to be, eligible for exclusion from assessment or taxation; provided that nothing in this sentence limits the dispute-resolution or reservation-of-rights provisions of this Condition. All information furnished under this Condition shall be provided directly to the Assessor, shall be deemed furnished pursuant to Revenue and Taxation Code Section 441, and shall be held confidential and used solely for assessment purposes in accordance with Revenue and Taxation Code Sections 408 and 451.
Developer's compliance with this Condition shall be determined exclusively under applicable property tax law, and any dispute regarding the scope or timing of a request, the classification or valuation of property, or the applicability of an exclusion, exemption, or other assessment rule shall be resolved through the procedures provided by property tax law, except that any dispute regarding the Excluded Value shall be resolved as provided in Section 10(a)(iii) of the Agreement.

No failure or alleged failure to comply with this Condition shall constitute a default of or under the Agreement (including under Section 19(a)(ii)), a basis for termination of the

Agreement or of the REP, or grounds for withholding, suspending, conditioning, or revoking any project land use entitlement. Except as expressly provided in Section 10(a)(iii) of the Agreement, nothing in this Condition constitutes an admission regarding the value, classification, ownership, situs, or taxable status of any property, binds or directs the Assessor in the performance of any statutory duty, or waives any assessment appeal, refund claim, or other remedy available to Developer.

9. Mitigation Land

The owner/developer shall prepare and record deed restrictions on the Kingston View mitigation parcels with Assessor Parcel Numbers: 048-120-09, 048-170-02, 048-170-56, 048-190-02, 048-170-51 and 048-170-47 and on that 600 (or more) acres of the 2000-acre Campito Peak Property located immediately south of Kingston View which is selected by owner/developer and CDFW as mitigation land. The deed restrictions shall disallow or have the effect of disallowing the use of groundwater on these parcels in perpetuity, except for water used for projects related to the mitigation being conducted. The foregoing is to meet the requirements of General Plan Policy WR-3.7.

10. Groundwater Monitoring and Contingency Plan

The owner/developer shall provide a voluntary groundwater monitoring plan (VGMP) that adequately monitors any participating residential well within a half-mile radius of the project production wells during the construction phase. The VGMP shall be prepared by a CA-licensed hydrogeologist. Participation will be voluntary and is not a requirement by the County. Participating wells must have installed and working flow meters. Any well owner participating in the program will be provided with the water level data for their well in real time (if present) and on a monthly, time-weighted average basis, as prescribed in the VGMP, and shall agree to hold the County harmless. The VGMP shall include the following at a minimum:

- Description of measurement equipment to be employed
- Routine monitoring (Daily for the first week, then weekly for week 2-4, then monthly or as determined to be necessary after that for the duration of construction) to capture well data
- Participants will be provided with copies of the weekly and monthly reporting documentation that will also be provided to the County
- A contingency plan with adequate recovery means and methods if water levels in participant wells drop below a threshold as a result of construction water extraction, based on pre-construction trends.

The hydrologist shall provide monitoring reports upon the request of the county during the construction phase. At the conclusion of the VGMP, the owner/developer shall submit a complete monitoring log with data and hydrographs in a summarized conclusion of the results.

Prior to the issuance of building permits, the VGMP shall be provided to the County for review and approval. The VGMP shall be effective during the construction phase in which groundwater is in high usage. Water shall not be used for washing or rinsing panels once the Project is in operation.

11. Transient Housing

No employee housing shall be permitted on the project site. No employee camping shall be permitted on or off the project site.

12. Construction Activities

Construction activities associated with the Project shall be limited to Monday through Friday between the hours of 6:00 a.m. and 7:00 p.m., and Saturday between the hours of 8:00 a.m. and 5:00 p.m. No construction activities shall occur on Sundays or legal holidays.

13. Security

The owner/developer shall provide on-site security during construction and operation, as necessary to prevent trespass, vandalism, and unauthorized access.

14. Traffic Control and Dust Management

The owner/developer shall provide and implement or cause its contractor to provide and implement an approved traffic control plan and dust suppression measures during construction, including implementation of construction best practices for dust control and posted speed limits within the project site and along approved haul routes prior to the issuance of building permits. Maintenance of Zircon Road from the northern boundary of Tecopa Springs Rd. (aka Old Spanish Trail Highway) to the boundary of developer's project shall be the responsibility of the owner/developer during the life of the project.

15. Old Spanish Trail Highway

Any damage caused by the Bonanza Peak Solar project to Old Spanish Trail Highway during construction and/or the life of the project shall be fixed in accordance with the policies and procedures of the Inyo County Road Department.

16. Lighting

The Project shall be subject to the County's Outdoor Lighting Ordinance Section 18.74 of the ICC and the Avian and Bat Protection Plan approved by the California Department of

Fish and Wildlife and the U.S. Fish and Wildlife Service during construction and for the life of the project.

17. Waste Management Plan

Prior to issuance of grading or building permits, the owner/developer or its contactor shall submit a Construction Waste Management Plan for review and approval by the County Building and Safety Department.

18. Emergency Response Plan

Prior to issuance of grading or building permits, the owner/developer or its contractor shall submit an Emergency Response Plan for review by the County and applicable emergency service providers including, but not necessarily limited to, the Southern Inyo Fire Protection District.

19. Employ and Train Local Labor

Owner/developer shall make good faith efforts to recruit and hire qualified workers from within Inyo County and surrounding communities. Such efforts shall include local job postings, coordination with local workforce development agencies, and outreach to local residents regarding employment opportunities associated with the Project, in compliance with General Plan Policy ED-4.5.

20. Notification of local Native American Tribes

Per ICC, Section 9.52, Disturbance of Archaeological, Paleontological and Historical Features, the owner/developer shall notify a representative from local Native American tribes in the event human remains are uncovered and shall comply with all local, state and federal laws in the event that native artifacts or human remains are found.

21. Project Regions

Building and grading permits shall be applied for and issued for the entirety of the Region under REDA 2026-01 and not for a portion of the Region. If this Agreement terminates and Exhibits C and D survive as a Renewable Energy Permit under Section 5(b), and the use provided by REDA 2026-01 is not commenced within two (2) years of the date of such termination, the Renewable Energy Permit will become void unless the developer timely applies for and obtains an extension. Commencement shall be considered to include the submission of applications for required permits and approvals.

22. Compliance with Plan of Development and Project Description

The development shall conform to the Plan of Development and Project Description relied upon for review under CEQA, except to the extent that a modification of the boundary between Region I and Region II is approved by the Planning Department or other County

decision maker as authorized by Section 5(d) of REDA 2026-01. Any other modification to the Project as described in the Plan of Development shall be reviewed in accordance with Sections 5(c), 6 and 11 of REDA 2026-01, and any modification so reviewed and approved shall be deemed authorized and approved pursuant to this condition.

In the event of termination or invalidation of REDA 2026-01 and survival of Exhibits C and D as an REP, the Planning Director shall determine, consistent with Inyo County Code Section 18.81.130(A)(1), whether a proposed modification is in substantial conformance with the Plan of Development. A modification shall be determined to be in substantial conformance, and may be approved by the Planning Director without public notice or hearing, if the Planning Director finds that the modification (i) is minor when considered in light of the Project as a whole; (ii) does not conflict with any mitigation measure or condition of approval applicable to the Project; and (iii) does not constitute an increase in the electric generating or transmission capacity of the facility by ten percent or more per Inyo County Code Section 21.08.050 or any successor provision, provided that total capacity does not exceed the limits set forth in the Inyo County General Plan. Substantially conforming modifications include, without limitation, changes in equipment type, manufacturer or technology, and adjustments to the layout, location or dimensions of arrays, internal roads, fencing, the substation, the operations and maintenance facilities or the generation-tie line within the Project site. The Planning Director shall act on a request for a substantial conformance determination within forty-five (45) days after receipt of a complete request and shall provide the owner/developer with written confirmation of the determination. Any modification that the Planning Director determines is not in substantial conformance with the Plan of Development and Project Description shall be subject to review and action pursuant to the Inyo County Code then in effect, provided that the scope of such review shall be limited to the modification requested and shall not reopen any provisions of the Project's approvals not affected by the modification.

Pursuant to Sections 18.12.050 and 21.20.020 of the Inyo County Code, the setbacks applicable to the Project shall be those shown in the Plan of Development, which are hereby established as the development standards for the Project in lieu of the setback standards set forth in Section 18.12.050(D), (E) and (F) of the Inyo County Code. This condition shall survive the termination or invalidation of REDA 2026-01 and shall continue to apply to the Project for so long as Exhibits C and D remain in effect as an REP.

EXHIBIT E
EXISTING DEVELOPMENT REGULATIONS FOR REGION I DEVELOPMENT

Inyo County General Plan
- Inyo County General Plan (adopted December 2001), all elements and land use maps and diagrams, as amended through the Effective Date, including (but not limited to) the Renewable Energy General Plan Amendment (GPA No. 2013-02, adopted by Resolution No. 2015-26, March 24, 2015) and its SEDA Overlay
- The SEDA Overlay land use diagram and inventory maintained pursuant to the REGPA implementation measures

Inyo County Code
- Title 18 (Zoning)
- Title 21 (Renewable Energy Development), as amended by any ordinance clarifying Section 21.20.020 adopted on or before the Effective Date
- Title 20 (Development Agreements)
- Title 16 (Subdivisions)
- County road and encroachment/improvement standards (Titles 11 and 12, and any Board-adopted road standards resolutions)

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

2727 SOUTH RAINBOW BOULEVARD *
LAS VEGAS, NEVADA 89146-5148 PHONE 702-873-7550 * FAX 702-362-2597

EXHIBIT A



W.O.8034
October 13, 2026
BY: WLB
P.R. BY: TZ

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

LEGAL DESCRIPTION
BONANZA PEAK REGION I

BEING A PORTION OF SECTIONS 16, 20, 21, 22, 23, 26, 27 AND 28, LOCATED WITHIN TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

BEGINNING AT A COORDINATE POINT DESIGNATED AS Y: 1889036.17 (NORTHING) AND X: 7475413.08 (EASTING) BEING APPROXIMATELY 2,263 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 88°04'12.51" WEST, 1,608.23 FEET; THENCE NORTH 01°51'05.78" WEST, 3,964.36 FEET; THENCE SOUTH 88°07'26.10" WEST, 5,287.29 FEET; THENCE NORTH 01°53'01.24" WEST, 5,014.55 FEET; THENCE NORTH 88°05'38.34" EAST, 5,295.75 FEET; THENCE NORTH 01°50'37.33" WEST, 3,981.04 FEET; THENCE NORTH 88°09'22.67" EAST, 2,505.87 FEET; THENCE SOUTH 01°54'06.74" EAST, 4,080.18 FEET; THENCE NORTH 88°05'53.29" EAST, 2,467.54 FEET; THENCE SOUTH 01°52'43.96" EAST, 3,725.47 FEET; THENCE NORTH 88°07'16.01" EAST, 1,081.26 FEET; THENCE SOUTH 01°52'34.60" EAST, 444.72 FEET;

THENCE NORTH 88°07'25.36" EAST, 3,466.20 FEET; THENCE SOUTH 01°52'34.60" EAST, 126.23 FEET; THENCE NORTH 88°07'25.14" EAST, 661.75 FEET;

THENCE SOUTH 01°52'34.90" EAST, 836.17 FEET; THENCE SOUTH 88°07'23.62" WEST, 624.75 FEET; THENCE SOUTH 01°52'34.63" EAST, 1,114.62 FEET; THENCE SOUTH 88°05'36.83" WEST, 7,964.82 FEET; THENCE SOUTH 01°54'21.53" EAST, 2,629.35 FEET TO THE **POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

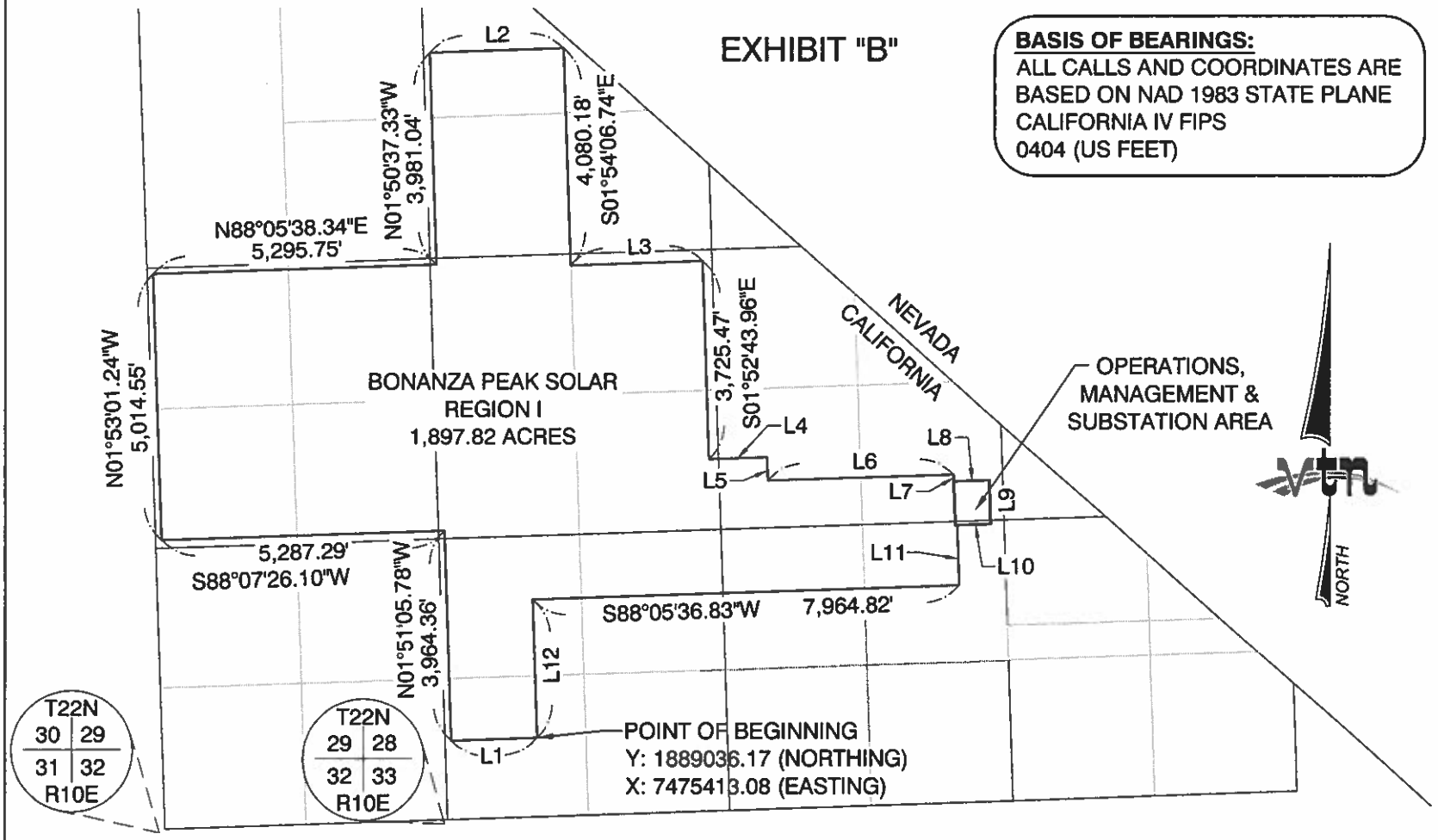
CONTAINING 1,897.82 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS
ALL CALLS AND COORDINATES ARE BASED ON NAD 1983 STATE PLANE CALIFORNIA IV FIPS 0404 (US FEET)

END OF DESCRIPTION.

EXHIBIT "B"

BASIS OF BEARINGS:
ALL CALLS AND COORDINATES ARE BASED ON NAD 1983 STATE PLANE CALIFORNIA IV FIPS 0404 (US FEET)



G:\8034\Mapping\ALTA\NEW ALTA 5-6-2026\CLIENT DESIGN\8034 REGIONAL BOUNDARIES.dwg

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

BONANZA PEAK REGION I

W.O.#:	8034-1
DATE:	SEPT 2026
BY:	WLB
SCALE:	1"=3000'
SHEET	3 OF 4

COURSE TABLE

NO.	BEARING	LENGTH
L1	S88°04'12.51"W	1608.19'
L2	N88°09'22.67"E	2505.87'
L3	N88°05'53.29"E	2467.54'
L4	N88°07'16.01"E	1081.26'
L5	S1°52'34.60"E	444.72'
L6	N88°07'25.36"E	3466.20'
L7	S1°52'34.60"E	126.23'
L8	N88°07'25.14"E	661.75'
L9	S1°52'34.90"E	836.17'
L10	S88°07'23.62"W	624.75'
L11	S1°52'34.63"E	1114.62'
L12	S1°54'21.53"E	2629.35'

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2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

BONANZA PEAK REGION I

SCALE	HORZ.
	VERT.
W.O. NO.	8034-1
DRAWN BY:	WLB
DATE:	SEPT 2026
SHEET	4 OF 4

RENEWABLE ENERGY DEVELOPMENT AGREEMENT AMONG THE COUNTY OF INYO, BONANZA PEAK SOLAR II, LLC, THE MARY LEE WILEY LIVING TRUST, SECTION 20, LLC, AND MARY JANE CHRISTENSEN FOR REGION II OF THE BONANZA PEAK 500 MEGAWATT PHOTOVOLTAIC ELECTRICITY GENERATING FACILITY PROJECT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this *[date of agreement]*, by and among the County of Inyo, a political subdivision of the State of California (the "County"), *Bonanza Peak Solar II, LLC* a Delaware limited liability company (the "Developer"), the Mary Lee Wiley Living Trust, Section 20, LLC, a Nevada limited liability company, and Mary Jane Christensen, an individual (individually an "Owner" and collectively "Owners"). The County, the Developer and the Owners shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. California Government Code, §§ 65864 *et seq*. provides that the legislative body of a city or county may enter into a development agreement for the development of real property in order to vest certain rights in the developer and to meet certain public purposes of the local government. Pursuant to Gov. Code, § 65865, the County has adopted Ordinance #946 establishing procedures and requirements for the approval of development agreements, and Ordinance #1158 applicable to renewable energy development agreements specifically (see Inyo County Code Titles 20 "Development Agreements" and 21 "Renewable Energy Development"). Developer has applied to the County pursuant to Gov. Code, §§ 65864 to 65869.5 and pursuant to the Inyo County Code for approval of this Agreement.

B. The Parties desire to enter into this Agreement in order to facilitate the development of certain property known as the Wiley Property, owned in fee simple by the Owner (the "Property") in which Developer holds a leasehold interest, which Property and Development are more fully described in Exhibit A and shown on the map set forth in Exhibit B, both attached to this Agreement. The offsite transmission line (gen-tie) alignment and stormwater retention basins, which are located outside of the solar development area, are described in the Plan of Development which is attached as Exhibit C. The proposed development of the Property consists of two geographic areas, a 400 megawatt (MW) Region I (the "Region I Development") and a 100 MW Region (the "Region II Development"), collectively resulting in the construction of a 500 MW photovoltaic (PV) electricity generating system and associated facilities including an onsite substation, operations and maintenance center, and generation-tie line interconnecting to the Trout Canyon Substation (the "Development").

C. The County has conducted duly noticed public hearings on this proposed Agreement pursuant to Gov. Code, § 65867 and Ordinance #946 and has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs

specified in the County's General Plan as amended by the General Plan Amendments referenced below ("General Plan"). Prior to or concurrently with its approval of this Agreement, the Board of Supervisors of the County ("Board of Supervisors") has also approved: (a) the Programmatic Environmental Impact Report ("PEIR"), *Renewable Energy General Plan Amendment*, State Clearinghouse No. 2014061039, dated March 2015 and approved pursuant to County Resolution No. 2015-26; and (b) an Addendum to the PEIR, _____ approved pursuant to County Resolution No. _____. This Agreement and any subsequent discretionary approvals that may be required by the County for the Region II Development as contemplated in Section 6 shall be referred to herein as the "Region II Development Approvals."

D. The Region II Development of the Property, which is located within the *Eastern Solar Energy Group* and designated by the County's General Plan as the "*Charleston View Solar Energy Development Area*" ("SEDA"), has been found by the County to provide substantial public benefits and help attain certain public objectives, including without limitation: (a) funding to complete CEQA compliant environmental review of the Charleston View Community Plan, to install community signs and, if funding remains, to purchase and maintain firefighting equipment; and (b) providing the County and public with additional revenue from economic activity associated with the Development as specified in this Agreement.

E. Certain development risks and uncertainties associated with the long-term nature of the Region II Development could discourage and deter Developer or any subsequent owner or lessee of the Property from making the long-term commitments necessary to fully develop the Property. Therefore, the parties desire to enter into this Agreement in order to reduce or eliminate uncertainties to such Region II Development over which the County has control.

F. The Region II Development and the use that Developer proposes in connection with the Property have been extensively reviewed and considered by the County and its officers, agencies and departments, and such proposed Development and use have been found to accommodate the County's recommendations and suggestions in order to protect the public's interest and to enhance the desirability, from the public's perspective, of such proposed Development and use.

G. As permitted by law, the County and the Developer desire to establish design and development standards for the entire build-out period of the Region II Development, including with respect to the permitted uses for the Region II Development, and to identify the scope of public infrastructure improvements and/or contributions to be required for, and as a result of, the Region II Development.

H. The County recognizes that Developer may sustain substantial losses if the County were to default in its obligations or commitments herein undertaken, including without limitation the substantial investment made by Developer to plan and obtain entitlements for the Region II Development.

I. The County, by electing to enter into contractual agreements such as this Agreement, acknowledges that the obligations of the County shall survive beyond the term or terms of the present Board of Supervisors members, that such action will serve to bind the County and future Boards of Supervisors to the obligations thereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of the County. By approving this Agreement, the Board of Supervisors has elected to exercise certain governmental powers at the time of entering into this Agreement, rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have been found to be fair, just and reasonable, and the County has concluded that this Agreement will serve the best interests of its citizens and the public health, safety and welfare will be best served by entering into this obligation. The County acknowledges that Developer might not consider or engage in the Region II Development without the assurances of development entitlements that this Agreement is designed to provide.

J. This Agreement will facilitate the development of the Property in accordance with the Region II Development Approvals by providing the Developer and its creditors with a greater degree of certainty of the Developer's ability to expeditiously and economically complete the Region II Development, and the parties agree that the consideration to be received by the County pursuant to this Agreement and the rights secured to the Developer hereunder constitute sufficient consideration to support the covenants and agreements of the County and the Developer. By entering into this Agreement, the County desires to allow the Region II Development pursuant to this Agreement, the land-use ordinances, rules, regulations and policies applicable on the "Effective Date," as defined in Section 4 as amended, if at all, by this Agreement and, pursuant to this Agreement, to vest in Developer, to the fullest extent possible under the law, all possible development entitlements in order to complete the Region II Development.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. *Binding Effect of Development Agreement.* This Agreement pertains to the Property as described in Exhibits A, B and C. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the parties to this Agreement and constitute covenants that run with the Property. In order to provide continued notice thereof, this Agreement will be recorded by the Parties. Upon the acquisition or lease by Developer of a legal or equitable interest in any additional property necessary for the Development (the "Additional Property"), the Additional Property may become part of the Property as defined in this Agreement upon approval by the Board of Supervisors of Inyo County (the "Board") following any required environmental review. In such event, the County and the Developer shall amend the legal description and depiction of the Property attached hereto as Exhibits A and B and the Plan of Development attached as Exhibit C to add the Additional Property.

2. *Relationship of the Parties.* It is hereby specifically understood and acknowledged that the

Development is a private project and that the County, the Owner and the Developer will not be deemed to be the agent of the other for any purposes whatsoever.

3. *Reservations and Dedications.* It is hereby further understood and agreed that no reservations or dedications of land will be required by the County during the Term of this Agreement (as herein defined) except as may be otherwise agreed to in a separate writing signed by the County and Developer.

4. *Term.* (a) The "Effective Date" of this Agreement shall be the date on which the County adopts its ordinance approving same, with the understanding that Developer shall execute this Agreement prior to its submittal to the Board of Supervisors for approval.

(b) The term ("Term") of this Development Agreement is 50 (fifty) years from the Effective Date, plus the number of months, not to exceed six (6) months without the express written approval of the County Board of Supervisors, from the Effective Date required to accomplish building permit approval to begin construction of Region II of the Development, and subject to earlier termination as hereinafter provided. Unless otherwise specified, the obligations herein and the rights herein shall remain in full force and effect throughout the Term.

(c) The County may terminate this Agreement prior to expiration of the Term pursuant to Section 20 of this Agreement.

(d) The Developer may terminate this Agreement prior to expiration of the Term pursuant to Section 16(c) or Section 20 of this Agreement.

5. *Development Approval.* The following elements of the Region II Development are hereby approved:

(a) *Permitted Uses of the Property.* The Parties agree that the Region II Development as set forth and conditioned in the Region II Development Approvals, including this Development Agreement, is a permitted use of the Property. The County agrees to allow those uses on the Property as described in Exhibit C (Plan of Development) and subject to the terms and conditions of Exhibit D (Conditions of Approval).

(b) Upon termination of this Agreement due to default under Section 20, or due to invalidation by final judgment of a court under Subsection 21 wherein the terms of Exhibits C and D are severable from the invalidated portions, Exhibits C and D shall survive as a Renewable Energy Permit ("REP") that runs with the Property provided that: (i) Developer has made or thereafter makes all Contributions specified in Section 10(a)(i), does not request a refund or credit thereof; (ii) Developer complies with such other discretionary approvals as County determines are required under then-existing regulations to develop the Region II Development without the benefit of the

remainder of this Agreement; and (iii) subject to the right of the County to take appropriate action to abate any public nuisance and to enforce all laws and conditions of approval applicable to the Development. If Exhibits C and D survive as a REP under this Section 5(b), Developer's obligation to make the In-Lieu Payment under Section 10(a)(iii) shall likewise survive the termination or invalidation of this Agreement and shall continue, as to Region II, for so long as the REP remains in effect and a Solar Exclusion is applied to the Region II Development, on the same terms as if this Agreement had remained in effect; provided, however, that payment of the In-Lieu Payment shall not be a condition to the survival or continued effectiveness of the REP, and failure to pay the In-Lieu Payment shall not be a basis for the termination, revocation or suspension of the REP, but shall be enforceable solely by an action to recover the amount due as provided in Section 10(a)(iii). Nothing in this Agreement shall be construed to prohibit uses other than the Region II Development on the Property, provided such other uses conform to the ordinances, regulations, and standards of the County as they may from time to time be amended. The vested rights granted to Developer under this Agreement apply only to the Region II Development as described in the Region II Development Approvals. This Agreement shall run with the land.

(c) *Development Standards.* The County agrees to allow development of the Region II Development in accordance with the Region II Development Approvals and Existing Development Regulations (as defined in Section 9 of this Agreement); provided that the combined Region I Development and Region II Development shall not exceed the MW limit set forth in the Inyo County General Plan or 2,400-acres of land and that the Region II Development conforms to the designs set forth in the Region II Development Approvals except for minor modifications determined to be necessary during the course of building permit application plan check and construction which are mutually acceptable to the County and the Developer.

(d) Adjustment of Region Boundary. The Parties acknowledge that the boundary between the Region I Development and the Region II Development shown in Exhibit B is approximate and may require adjustment during final design. Upon the written request of Developer, the Planning Director may approve an adjustment of that boundary as an Administrative Amendment pursuant to Section 11(b), without amendment of this Agreement, provided that: (i) the adjusted Region I and Region II Developments remain entirely within the Property and within the area analyzed in the PEIR and Addendum, and the adjustment does not result in any new or substantially more severe significant environmental impact requiring subsequent or supplemental environmental review under Pub. Resources Code, § 21166; (ii) the nameplate generating capacity of the Region I Development does not exceed 400 MW, and the combined Region I Development and Region II Development continue to comply with Section 5(c); (iii) the adjustment does not alter the Contribution under Section 10(a)(i) or any other obligation of Developer under this Agreement; and (iv) a conforming adjustment is concurrently approved under the development agreement or other County approval governing the Region II Development. Upon approval, the Parties shall update Exhibits A, B and C to reflect the adjusted boundary. Any adjustment that does not satisfy each of the foregoing conditions shall require an amendment of this Agreement pursuant to Section 14.

(e) Setbacks. Pursuant to Sections 18.12.050 and 21.20.020 of the Inyo County Code, the setbacks applicable to the Region II Development shall be those shown in the Plan of Development (Exhibit C), which are hereby established as the development standards for the Region II Development in lieu of the setback standards set forth in Section 18.12.050(D), (E) and (F) of the Inyo County Code. The setback standards established by this Section 5(e) are also set forth as a Condition of Approval in Exhibit D and shall survive as part of the REP pursuant to Section 5(b).

6. *Processing of Application and Permits.* The County and its officers, agencies and departments shall not unreasonably delay the processing of any application for the Region II Development Approvals or any permit or approval necessary to commence or complete the Region II Development. The County shall not use its authority in considering any application for any discretionary or ministerial approvals that may be necessary for the Development to change the policy decisions reflected by the Region II Development Approvals or otherwise to prevent or unreasonably delay development of the Region II Development as set forth in the Region II Development Approvals. Instead, any subsequent approvals shall be deemed to be tools to implement those final policy decisions represented by the Region II Development Approvals. The scope of the review of applications for subsequent approval, if any, shall be limited to a review of substantial conformity with the Existing Development Regulations (as defined in Section 9 of this Agreement) and this Agreement, and compliance with the California Environmental Quality Act. If it is determined that any subsequent, discretionary approvals are required from the County to develop the Project, then upon issuance such approvals shall be automatically incorporated into the definition of "Region II Development Approvals" as used in this Agreement.

7. *Building Permits.* It is understood by the Parties that pursuant to the County's Building Code, building permit applications and issued building permits may not remain valid for the term of this Agreement, but only for the term set by the Building Code. Accordingly, the Developer shall have the right to file new building permit applications for the Region II Development or any portion thereof where such previously approved building permit applications or issued building permits have expired. Any such new building permit applications filed for the Region II Development shall be reviewed in accordance with this Agreement and the Existing Development Regulations (as defined in Section 9 of this Agreement).

8. *Development Review.* Nothing set forth herein shall impair or interfere with the right of the County to require the processing of building or grading permits as required by law and to conduct its development review of any specific improvements proposed for the Region II Development pursuant to the applicable provisions of Chapter 14 of the County's Code and the California Building Code (the "Building Regulations") that are in effect as of the Effective Date; provided, however, no such review shall authorize or permit the County to impose any condition and/or withhold approval to any proposed permit the result of which would be inconsistent with any term or provision of this Agreement unless the purpose of such condition is to ensure the Region II Development complies with the Building Regulations, including the California Building Code as same may be amended or updated from time to time by the State of California, and the County's grading regulations.

9. *Vesting of Development Rights.*

(a) *General Statement.* As a material inducement to Developer to continue with diligent efforts to promote the development of the Property, the County desires to cause all development rights which may be required to develop to completion the Property with the Region II Development consistent with the Region II Development Approvals, to be deemed vested in Developer for the benefit of the Property, as of the Effective Date of this Agreement, to the greatest extent permitted by law, and to be free of all discretionary rights of the County or any body or subsequent building moratorium, ordinances, rules, regulations, policies or restrictions on development that are inconsistent with this Agreement. Notwithstanding the foregoing, nothing set forth in this Agreement shall be deemed to require Developer to commence or complete the Region II Development; provided, however, that notwithstanding Section 13, and subject to Sections 17, 19 and 20, Developer shall commence the Region II Development within five years of the Effective Date, which period the Planning Director may extend on a showing that Developer is diligently pursuing the Region II Development.

(b) *Existing Rules to Govern.* In accordance with the terms of Gov. Code, § 65866 and Title 20 of the Inyo County Code, the County and Developer agree that the General Plan provisions, ordinances, rules, regulations and official policies of the County in effect as of the Effective Date governing the design, density, permitted land uses, improvement and construction standards applicable to the Development (collectively, the "Existing Development Regulations") shall govern the Region II Development and the Property utilized in the Region II Development during the Term of this Development Agreement. The County shall not, in subsequent actions applicable to the Region II Development, apply general plan provisions, ordinances, rules, regulations and policies that conflict with or impose additional requirements on the Developer not provided within the Existing Development Regulations, except with the mutual consent in writing of the County's Planning Director and the Developer or as required by law. Except as otherwise provided in this Agreement, no amendment to or revision of, or addition to any of the Existing Development Regulations without the mutual consent in writing of the County Board of Supervisors and the Developer, whether adopted or approved by any office, board, commission or other agency of the County, shall be effective or enforceable by the County with respect to the Region II Development, its design, grading, construction, use or occupancy, schedule or development. Developer reserves the right to challenge in court any such future amendment to or revision of, or addition to any of the Existing Development Regulations that would conflict with this Agreement or reduce the development rights provided by this Agreement.

(c) *Copies of Existing Development Regulations.* Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Existing Development Regulations, one (1) set for County and one (1) set for Developer, as listed in Exhibit E. If it becomes necessary in the future to refer to any of the Existing Development Regulations, the documents listed in Exhibit E and provided to the County and Developer are presumed for all purposes of this Agreement, absent clear clerical error or similar mistake, to constitute the Existing Development Regulations.

(d) *Exclusions from "Existing Development Regulations."* As used in this Agreement, "Existing Development Regulations" shall not include laws and regulations that do not conflict with Developer's vested rights to develop and use the Property in accordance with this Agreement. Developer and its successors and assigns and all persons and entities in occupation of any portion of the Property shall comply with such nonconflicting laws and regulations as may from time to time be enacted or amended hereafter. Specifically, but without limitation on the foregoing, such nonconflicting laws and regulations include the following, and as same may be modified or amended:

(i) Local taxes, assessments, fees and charges of general applicability, including charges for County staff time monitoring or inspecting the Region II Development and County-wide or area-wide property tax changes, but excluding County-imposed taxes, assessments, fees and charges that apply exclusively to the Property, the Region II Development, or the technology comprising the Region II Development, and excluding contributions as provided for in Section 10(a)(i), which are governed by that Section. Nothing in the foregoing or this Agreement shall be read or interpreted as exempting Developer or Owners from changes in property tax laws or rules as set forth in State law, including but not limited to, any change in the new construction exclusion applicable to active solar energy systems under California Revenue and Taxation Code section 73 or any successor thereto;

(ii) Building, electrical, mechanical, fire and similar codes based upon uniform codes adopted by the State of California or by Inyo County;

(iii) Laws, including zoning code provisions, which regulate the manner in which business activities may be conducted or that prohibit any particular type of business activity on a county-wide basis, except as provided for in Section 9(e);

(iv) Procedural rules of general county-wide application; and

(v) State or federal laws or regulations which prevent or preclude compliance with one or more provisions of this Agreement.

(e) *Subsequent "Slow/No Growth" Measures or Moratoria.* Consistent with (a) and (b), above, the County and Developer specifically agree that any subsequently enacted initiatives, referendums, laws, ordinances, regulations, or rules, or amendments to the County's General Plan and/or Zoning Code, that contain "slow/no growth" measures or moratoria, or that by their terms are intended to, or by operation have such effect or that otherwise conflict with the terms of this Agreement, or limit the timing or phasing of the Development shall have no application to the Region II Development, except as may be required by law. The provisions of this Section 9(e) shall not affect County's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations. Notwithstanding any such measures, the mitigation measures required for the Region II Development are limited to those established by

the environmental documents applicable to the Region II Development and the Development Approvals unless otherwise consented to by the Developer.

(f) *Timing of Development;* Pardee *Finding*. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), 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 the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that those infrastructure phasing requirements and/or timelines required by the Region II Development Approvals shall apply, and the County may not impose restrictions on the timing of the Region II Development by ordinance, initiative, resolution, policy, order or otherwise other than those restrictions that are provided for in the Region II Development Approvals and Existing Regulations, except as may be mutually agreed by the parties.

10. *Environmental Compliance, Mitigation Measures and Community Benefit.*

(a) *Obligations and Contributions of the Developer for Mitigation Measures and Community Benefit Contribution.* The PEIR and the Addendum to the PEIR (Addendum) for this specific Development are incorporated herein by reference as though fully set forth at length. The County and the Developer acknowledge that the PEIR and Addendum identify certain mitigation measures applicable to the Region II Development. The County and Developer further acknowledge that Chapter 21 of the Inyo County Code states that various community impacts (e.g., quality of life, economic and social impacts) should be evaluated and addressed. Developer desires and agrees to implement the mitigation measures pursuant to the terms of the PEIR and Addendum, and to implement the community impact measures identified herein, provided that the Developer proceeds with the Region II Development and commences construction. Developer's obligations with regard to the contribution to community benefits are further described in the following paragraphs. As used in this Section 10(a), "Off-Site" means outside of the Property and the public right-of-way bordering on the Property. In no event shall a failure to comply with implementation of a mitigation measure or condition within the Region I Development constitute a failure to comply with implementation of that mitigation measure or condition within the Region II Development, and vice versa.

(i) *Mitigation and Community Impact Contribution.* In addition to the mitigation measures set forth in the Development Approvals and/or the Decommissioning Plan applicable to the Region II Development, which are hereby incorporated by this reference, the Developer agrees to provide the following contribution to the County (the "Contribution"):

> A Contribution in the amount of **$500,000** to be paid to Inyo County prior to issuance of a building or grading permit, whichever occurs first, for the Region II Development to fund a CEQA compliant Environmental Impact Report to finalize the Charleston View Community Plan and to provide local road signs. Any remaining funds to be held in an account by the County for firehouse and fire equipment maintenance.

(ii) Only the specific Contribution set forth in Section 10(a)(i) shall apply to the Region II Development, except as otherwise explicitly permitted by this Section 10(a)(ii). No increase in Contribution charged to the Region II Development as provided for in this Agreement that is adopted after the Effective Date shall apply to the Region II Development unless consented to by the Developer; provided, however, that if, after the Effective Date, the County decreases the rate of any of the Contributions required under this Agreement, then Developer shall pay the reduced Contributions in effect at the time of payment.

(iii) Payment in Lieu of Excluded Property Taxes. If during the Term the Inyo County Assessor applies to the assessment of the Region II Development a new construction exclusion or exemption under Revenue and Taxation Code section 73 or any successor or similar statute specific to solar or renewable energy generating facilities (a "Solar Exclusion"), so that value of the improvements and fixtures comprising the Region II Development that would otherwise be enrolled is not enrolled (the "Excluded Value"), Developer shall pay the County, for each fiscal year in which the Solar Exclusion is so applied, an in-lieu payment equal to one percent (1%) of the Excluded Value (the "In-Lieu Payment"). For purposes of this Section 10(a)(iii), improvements and fixtures shall be attributed to the Region II Development based on the Region within which they are physically located, as shown on Exhibits A, B and C (as the same may be adjusted pursuant to Section 5(d)). The County shall allocate each In-Lieu Payment it receives among the County general fund and the school districts, special districts and other taxing agencies within the applicable tax rate area in the same proportions in which revenue from the one percent general levy on the Excluded Value would have been apportioned for that fiscal year had no Solar Exclusion applied, or in such other manner as is consistent with applicable law, provided, however, that County shall refund Developer to the extent County's allocation to the school districts, special districts and other taxing agencies by operation of this Agreement is prohibited by law. "Solar Exclusion" does **not** include any of the following, provided they are generally applicable and not specific to solar facilities such as the Development: (a) any change in the classification or valuation methodology of any property adopted by the Assessor, the State Board of Equalization, or by statute or regulation; or (b) any generally applicable exclusion or exemption. A decline-in-value reassessment also does not constitute a Solar Exclusion. The Excluded Value shall be determined by the Assessor, and adjusted from year to year, in the same manner as if the excluded property had been enrolled, including the annual inflation adjustment and any reduction for decline in value, removal or decommissioning. The County shall deliver a written statement of the Excluded Value and calculation to Developer annually; if Developer disputes the statement and the Parties cannot resolve the dispute within sixty (60) days, the disputed value shall be determined by an independent qualified appraiser mutually selected by the Parties, whose determination shall be binding. The In-Lieu Payment shall be paid in installments on the dates property taxes are due for that fiscal year (or sixty (60) days after resolution of a dispute, if later), shall be reduced by any other in-lieu or community benefit payment made to the County for that year under this Agreement (other than the Contribution), and shall not in any year exceed the revenue from the one percent general levy

that would have been payable on the Excluded Value had no Solar Exclusion applied. The obligation ceases as to Region II when the Excluded Value is enrolled, when Region II ceases commercial operation and begins decommissioning, or upon expiration or termination of this Agreement; provided that if Exhibits C and D survive as a REP under Section 5(b), the obligation shall survive as provided in Section 5(b) and shall instead cease when the REP expires or is terminated. The In-Lieu Payment is not a Contribution for purposes of Sections , 9(d)(i), 10(a)(i), 10(a)(ii), 10(b), 20(c) or 21 and may be used by the County for any lawful purpose. Failure to pay an undisputed In-Lieu Payment within forty-five (45) days after written notice from the County (with a copy to each Mortgagee under Section 24(a)) is enforceable solely by an action to recover the amount due with interest at the legal rate under Section 20(d), and shall not be a basis for termination of this Agreement or of the REP under Section 5(b). The In-Lieu Payment runs with the Property under Section 1; a transferor is released under Section 12 for payments accruing after transfer, and Mortgagees and Purchasers are liable only as provided in Section 24(c).

(b) *Obligations of the County for Community Impact Contributions.* The County agrees to use the Contribution for the purposes stated above in Subsection (a)(i) of this Section 10 and to do so in a reasonably expeditious manner depending on the availability of sufficient funding and on priorities established jointly by the County, the District and the Charleston View community. County shall not expend, nor irrevocably commit to expend, the contributions for a period of ninety (90) calendar days following approval of the Region II Development Approvals. Except for the payment of the amounts set forth in Subsection (a)(i), and payment to perform those additional mitigation measures set forth in the Region II Development Approvals and Region II Decommissioning Plan, Developer shall have no obligations concerning the implementation or the funding or the construction of any measure required to mitigate any adverse environmental or community impact resulting from the Region II Development, except for the payment of taxes, assessments, and fees established by ordinance of the Board of Supervisors or any government body with jurisdiction, the revenues of which may be used for such purposes; provided, however, in the event of the formation of a special assessment district designed to raise revenue to pay for any of the costs of any improvement resulting in an assessment on the Property, Developer or its successor in interest in the Property shall receive credit for the payment of the assessment on the Property to the extent of the contribution to that improvement paid by Developer. Nothing in this agreement is intended to limit Developer's obligation to comply with reasonable conditions imposed by the County in its approval of the Region II Site Plan regarding traffic circulation and public improvements on the Property and in the public right-of-way bordering the Property.

(c) *Subsequent Environmental Review.* In exercising its legislative discretion to enter into this Agreement and to commit the County to the completion of the Region II Development, the County has reviewed and considered the potential adverse environmental impacts related to all aspects of the contemplated project, including, without limitation, the potential demands the Region II Development will make on local and regional streets, highways, parks and recreation areas, water capacity and sewer lines, flood and storm drain systems, and energy conservation, and the effect on school capacity, traffic, pedestrian safety, noise and air quality impacts. The County has further

reviewed and considered from a variety of perspectives, and has analyzed pursuant to a variety of assumptions, the projected future regional and cumulative environmental demands that will compete with the Region II Development for available capacities and cumulatively add to potential adverse impacts. In so doing, the County has considered, among other things, the possibilities that:

(i) Federal, local, regional and state plans, if any, for provision of new infrastructure systems or expansion of existing infrastructure systems may be delayed, modified or abandoned;

(ii) The types, intensities, and amount of future regional development may exceed or otherwise be different from that currently being planned by the County and other local agencies; and

(iii) Regional and Development-generated demands on infrastructure and utility improvements to be constructed as a part of the Region II Development may exceed in either the short-run or the long-run the allocated capacities for such demands.

After assessing these and other potential adverse environmental impacts associated with the development of the Property, the County has imposed mitigation measures through the PEIR, the Addendum, and this Agreement, to the fullest extent the County considers feasible and necessary to the Region II Development. The County has determined that the public benefits of the Region II Development and in this Agreement will provide the mitigation measures needed to contribute to alleviating short-term and long-term potential adverse impacts of the Region II Development that may arise during the development period; therefore, the County agrees, consistent with Pub. Resources Code, § 21166, that no subsequent or supplemental EIR shall be required by the County for any subsequent discretionary approvals related to the Development except as set forth in that section.

11. *Amendments to Development Approvals.* Notwithstanding any other provision of this Agreement, Developer may seek and County may review and grant amendments or modifications to the Region II Development Approvals subject to the following:

(a) The Region II Development Approvals may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer (at its sole discretion). The permitted uses of the Property, the intensity of use, the maximum height and size of the proposed buildings, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments to the Region II Development Approvals shall be automatically vested pursuant to this Agreement, without requiring an amendment to this Agreement. The County shall not request, process or consent to any amendment to the Region II Development Approvals that would affect the Property or the Region II Development without Developer's prior written consent except as required to comply with the Existing Development Regulations or federal or state laws preempting the Existing Development Regulations.

(b) Upon the request of Developer for an amendment or modification of the Region II Development Approvals or upon County initiation of an amendment or modification with Developer's consent, the County shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Region II Development as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Existing Development Regulations. If the County finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Existing Development Regulations, the amendment or modification shall be determined to be an "Administrative Amendment," and the County may approve the Administrative Amendment, without public notice or a public hearing, if none is required by the Existing Development Regulations or federal or state laws preempting the Existing Development Regulations. Any request of Developer for an amendment or modification to the Region II Development Approvals, or that is initiated by the County with Developer's consent, that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Existing Development Regulations and this Agreement.

12. *Assignment: Release.* This Agreement shall not be severable from Developer's interest in the Property and the Region II Development. Any transfer of a portion of the Property shall automatically operate to transfer the benefits and burdens of this Agreement in respect of such portion. Developer shall have the right to sell, assign, pledge as security or transfer all or any part of its interest in the Property along with all of its right, title and interest in and to all or any part of this Agreement to any person, firm or corporation at any time during the term of this Agreement without the consent of the County. Provided that Developer has provided the County with notice of such transfer, upon the sale, transfer or assignment of Developer's interest in all or any portion of the Property or the Region II Development, Developer shall be released from its obligations under this Agreement arising subsequent to such transfer in respect of the transferred portion. The County agrees to execute any documents reasonably required by an assignee, transferee, lender or other party confirming the rights of such party under this Agreement or providing notices of default and rights to cure for the benefit of such parties.

13. *Periodic Review of Compliance.* In accordance with Gov. Code, § 65865.1, the Planning Director shall review this Agreement at least once each calendar year hereafter. At such periodic reviews, Developer may be asked to demonstrate its good-faith compliance with the terms of this Agreement. In such cases, Developer agrees to furnish such evidence of good-faith compliance as the County, in the reasonable exercise of its discretion and after reasonable notice to Developer, may require. Developer shall be deemed to be in good-faith compliance with this Agreement if the County is not entitled by the terms and provisions of this Agreement to terminate this Agreement. It is understood that Developer is not under any obligation to commence construction of the Region II Development within any time period or at all, and that nonconstruction of the Region II Development is not a basis for the County to determine that Developer is not in good-faith compliance with this Agreement.

14. *Amendment or Cancellation.* Except as otherwise provided for herein, this Agreement may be

amended or canceled in whole or in part only by mutual consent of the County or the Developer, or their successors in interest, and in the manner provided in Gov. Code, §§ 65865.1, 65867, and 65867.5.

15. *Enforcement.* Unless amended or canceled as provided in this Agreement, this Agreement shall continue to be enforceable by County or Developer, notwithstanding any change or other regulations adopted by the County that alter or amend the rules, regulations or policies applicable to the Region II Development.

16. *Supersession of Agreement by Changes in State or Federal Law.* In the event that Developer or County determines that state or federal laws, ordinances, rules, policies or regulations or the laws, ordinances, rules, policies, or regulations of any other governmental or quasi-governmental entity are enacted after the Effective Date of this Agreement, or the action or inaction of any other affected governmental jurisdiction prevents or precludes compliance with one or more provisions of this Agreement, or imposes a requirement on the Region II Development materially different than as otherwise contemplated by this Agreement, or requires changes in plans, maps or permits approved by the County or the development standards set forth in this Agreement, they shall:

(a) Provide the other Party (i.e., County or Developer) with written notice of such restriction, together with a copy of the applicable law, rule, regulation or policy and a statement in reasonable detail setting forth the conflict of same with the provisions of this Agreement; and

(b) Promptly meet and confer with the other Party in good faith and make a reasonable attempt to modify or suspend this Agreement if necessary to comply with such law, ordinance, rule, policy or regulation. Thereafter, regardless of whether the County and Developer reach agreement on the effect of such law, ordinance, rule, policy or regulation upon this Agreement, the matter shall be scheduled for a hearing before the Board of Supervisors upon 30 days' notice, for the purposes of determining the exact modification or suspension, if any, that is required by such law, ordinance, rule, policy or regulation. It is the express intent of the Parties to modify the Agreement to allow for the development of the Region II Development in as close conformity to the terms and conditions of this Agreement as reasonably possible. Nothing herein shall preclude Developer from challenging the conflicting law, rule, regulation or policy.

(c) Notwithstanding Sections 16(a) and (b), in the event that state or federal law operates to frustrate irremediably and materially the vesting of development rights to the Region II Development as set forth in this Agreement, Developer may terminate this Agreement. Developer shall provide County with written notice at least sixty (60) calendar days prior to date of proposed termination referencing the state or federal law(s) in question and explaining how such law(s) irremediably and materially frustrate the vesting of development rights under this Agreement. County shall have thirty (30) days from receipt of the notice to assess the law and the facts and to notify the Developer in writing of its determination. If the County and the Developer agree that the state or federal law operates to frustrate the vesting of development rights materially and irremediably, then this Agreement shall terminate as provided in Developer's notice. If the County

does not agree with the determination, then the County and Developer shall submit the matter to an independent third-party expert mutually selected by them (such as a land use attorney or mediator) and abide by that expert's determination

17. *Enforced Delay and Extension of Times of Performance.* In addition to specific provisions of this Agreement, performance by either the County or Developer hereunder shall not be deemed to be in default where delays or defaults are due to:

(a) War, insurrection, civil commotion, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, acts of God, governmental restriction, litigation (including, without limitation, litigation contesting the validity, or seeking the enforcement or clarification of, this Agreement whether instituted by Developer, the County or any other person or entity), acts or failures to act of any governmental agency or entity;

(b) Inability to secure necessary labor, materials or tools, strikes, lockouts, other labor disputes, or delays of any contractor, subcontractor or supplier; or

(c) Inability to obtain and consummate necessary financing, or delays of any lender or third party relating thereto.

An extension of time in writing for any such cause shall be granted for the period of the enforced delay, or longer as mutually agreed upon, which period shall commence to run from the time of commencement of cause.

18. *Notices.* Any notice or instrument required to be given or delivered to any Party to the Agreement may be given or delivered by depositing the same in the United States mail, certified mail, postage prepaid, addressed to:

County:

Inyo County Counsel
P.O. Drawer M
Independence, CA 93526; and

Inyo County Planning Director
P.O. Box L
Independence, CA 93526

Developer:

Bonanza Peak Solar II, LLC,
a Delaware limited liability company
5051 Westheimer Blvd., Suite 1400

Houston, TX 77056
Attn: Legal Department
legal@hanwhaenergyusa.com

Owners:

Mary Lee Wiley Living Trust; Section 20, LLC, and Mary Jane Christensen

c/o Steven R. Scow, Esq.
612 S. 7th Street
Las Vegas, NV 89101
Phone: (702) 385-7269
Email: scowlaw@aol.com

Notice of a change of address shall be delivered in the same manner as any other notice provided herein, and shall be effective three days after mailing by the above-described procedure.

19. *Default and Remedies.*

(a) *Developer's Default.* Developer shall be in default under this Agreement upon the happening of one or more of the following events or conditions:

(i) If a material warranty, representation or statement made or furnished by Developer to the County is false or proves to have been false in any material respect when it was made;

(ii) A finding and determination by the Planning Director (or designee) that upon the basis of substantial evidence, Developer has not complied in good faith with a material requirement of this Agreement or the Region II Development Approvals; or

(iii) An express repudiation, refusal or renunciation of this Agreement, if the same is in writing and signed by the Developer, mailed first-class, postage prepaid, to the County Planning Director, with a copy to any Mortgagee under Section 24, except for the case of mutual agreement to terminate this Agreement pursuant Section 14.

(b) *County's Default.* The County shall be in default under this Agreement if it shall:

(i) fail to comply in good faith with the requirements hereof regarding the permitted development standards and uses specified herein; or

(ii) expressly repudiate, refuse or renounce this Agreement in writing.

20. *Procedure Upon Default.*

(a) Notwithstanding any provision of this Agreement to the contrary, except for Developer's default under Section 19(a)(iii), Developer shall not be deemed to be in default under this Agreement, and the County may not terminate Developer's rights under this Agreement, unless the County shall have first delivered a written notice of any alleged default to Developer and to any Mortgagee as required by Section 24(a), which shall specify the nature of such default. Except for Developer's default under Section 19(a)(iii), if such default is not cured by Developer within 45 calendar days of service of such notice of default, or with respect to defaults that cannot be cured within such period, Developer fails to commence to cure the default within 45 days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the County may terminate Developer's rights under this Agreement. Upon the occurrence of a default by the County, as described in Section 19(b)(i), Developer shall give written notice to the County specifying the nature of such default. If the County has not cured such default within forty-five (45) calendar days of such notice, or such additional period as may be agreed upon by the County and Developer or, with respect to defaults that cannot be cured within such period, County fails to commence to cure the default within forty-five (45) days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the Developer may terminate County's rights under this Agreement. The occurrence of a default by the County under Section 19(b)(ii) above shall, at the option of Developer, and upon written notice to the County, immediately constitute an event of default by the County.

(b) In the event a breach of this Agreement occurs by any Party, irreparable harm is likely to occur to the nonbreaching Parties and damages are an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that specific enforcement of this Agreement is the proper and desirable remedy.

(c) In the event this Agreement is terminated by the County or Developer pursuant to Section 20(a), if any Contribution has been made by or on behalf of Developer to County pursuant to Section 10(a)(i) of this Agreement, then County shall give to Developer a refund of the portion of the Contribution remaining (and not irrevocably committed) in any segregated County account into which such Contribution was deposited, along with interest which has accrued, if any. To the extent the Contribution made by or on behalf of Developer was not deposited, or no longer is, in the segregated County account, or has been irrevocably committed by County, County shall give Developer a credit for the amount of said Contribution, along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by County on Developer in connection with construction or development within or outside the Property, but excluding the Region I Development. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 20(c) may be transferred by Developer to a third party for application by said third party to any costs or fees imposed by County on the third party in connection with construction or the development of property within County, whether or not related to the Region II Development, but excluding the Region I Development. In the event that grading and/or building permits for the Region II Development have been issued for all or a portion of Region II at the time of any termination of this Agreement pursuant to Section 20(a), then any such refund or credit shall be limited to the amount paid by Developer that exceeds, on a pro rata basis, the proportion of the

Property so permitted for grading and/or building by Developer for the Region II Development to the entire Region II Development. In such event, Developer shall not be obligated to pay any further Contribution not already paid as of the date of termination, except as may be necessary to reach the pro rata amount, unless Developer and County agree to additional terms and approvals pursuant to which Developer may proceed to develop the remainder of the Region II Development.

(d) In no event shall either the County or Developer, or their boards, commissions, officers, agents or employees, be liable in damages for any default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to any Party for a breach or violation of this Agreement by another Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

(e) In the event this Agreement is terminated by County or Developer pursuant to Section 20(a), the terms of Exhibits C and D shall survive as a REP if the terms of Section 5(b) are met.

21. *Effects of Litigation*.

(a) In the event that litigation is timely instituted, and a final judgment is obtained which invalidates in its entirety this Agreement, and subject to Section 22(b), Developer and County shall have no obligations whatsoever under this Agreement, and Developer shall either (i) unless otherwise addressed through the process specified in Section 5(b), apply for and obtain approval from the County for new entitlements that would authorize the Region II Development, or a modified version of the Region II Development, that does not conflict with the final judgment that invalidated this Agreement in its entirety; or (ii) at Developer's election, or in the event the County rejects Developer's application for new entitlements under the preceding clause, abandon the Region II Development and, to the extent necessary, promptly restore/decommission the Property as set forth in the Decommissioning/Reclamation Plan. If grading and/or building permits for the Region II Development have not yet been issued by County at the time of invalidation, then the provisions of Subsections (b) and (c) of this Section 21 shall apply.

(b) If any Contribution(s) have been made by or on behalf of Developer to County pursuant to Section 10(a)(i) of this Agreement, County shall give to Developer a refund of the portion of the Contribution(s) remaining (and not irrevocably committed) in any segregated County account into

which such Contribution(s) were deposited, along with interest which has accrued, if any.

(c) To the extent the Contribution(s) made by or on behalf of Developer were not deposited, or no longer are, in the segregated County account, or have been irrevocably committed by County, County shall give Developer a credit for the amount of said Contribution(s), along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by County on Developer in connection with construction or development within or outside the Property, but excluding the Region I Development. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 21 (c) may be transferred by Developer to a third party for application by said third party to any costs or fees imposed by County on the third party in connection with construction or the development of property within County, whether or not related to the Region II Development, but excluding the Region I Development.

(d) In the event of invalidation of this agreement by final judgment of a court, the terms of Exhibits C and D shall survive as a REP if the terms of Section 5(b) are met, in accordance with and subject to Section 21(e).

(e) In the event of partial invalidation of this Agreement under Section 21(d) pursuant to which only a portion of the Region II Development may or is determined by the County and Developer to be developed, County shall refund to Developer under Sections 21 (c) and (d) any Contribution made by Developer under Section 10(a)(i) for the Region II Development that exceeds, on a pro rata basis, the proportion of the Property unaffected by the partial invalidation to the entire Region II Development.

22. *Legal Challenge*. The Developer shall defend, indemnify and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding to attack, set aside, void or annul the Development Approvals (including this Agreement) or any individual approval, regardless of whether the Development Approvals (including this Agreement) are invalidated or affirmed by the court.

(a) The County will promptly notify the Developer of the claim, action or proceeding and will cooperate fully in the defense. Notwithstanding the above, the County reserves the right to prepare its own defense. This Section 22 shall survive the termination or expiration of this Agreement

(b) County shall cooperate in good faith with Developer to uphold the validity and enforceability of this Agreement in the case of legal challenge. If this Agreement is adjudicated or determined to be invalid or unenforceable, County and Developer agree, subject to all legal requirements, to consider modifications to this Agreement to make it valid and enforceable to the extent permitted by applicable law.

(c) The filing of any third-party lawsuit(s) against County or Developer relating to the

Development Approvals or other development issues affecting the Property shall not delay or stop the development, processing or construction of the Region II Development unless the third party obtains a court order preventing the activity.

(d) In the event of a court order issued as a result of a successful legal challenge, County shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Region II Development and avoid or minimize to the greatest extent possible (i) any impact to the development of the Region II Development as provided for in, and contemplated by the Development Approvals, or (ii) any conflict with the Development Approvals or frustration of the intent or purpose of the Development Approvals. In complying with this Section 22(d), County shall consider input from Developer, but County shall determine in its sole judgment and discretion how to best comply with the law or court order in question.

23. *Entire Agreement.* This Agreement and the Exhibits herein contain the entire agreement among the Parties and is intended by the Parties to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, is null and void.

24. *Mortgages.* In the event the County receives written notice from any institutional lender or pension trust (a "Mortgagee") that it has obtained a deed of trust or mortgage on all or any portion of the Property (a "Mortgage"), together with a copy thereof, the County agrees as follows:

(a) The County shall mail, first-class, postage prepaid, to each Mortgagee a copy of any notice ("First Notice") given to Developer under Section 20 for defaults occurring under Section 19(a)(i), or 19(a)(ii), concurrently with the giving of such notice to Developer. For defaults occurring under Section 19(a)(iii), the Developer shall mail, first-class, postage prepaid to each Mortgagee a copy of the notice provided to the County ("First and Final Notice") at the same time at it provides written notice to the County under Section 19(a)(iii). If the default specified in the First Notice is one described in either Section 19(a)(i) or Section 19(a)(ii), and if Developer fails to cure such default within the period allowed in Section 19, the County shall give written notice (the "Second Notice") to each Mortgagee of such failure.

(b) The County shall not terminate or cancel this Agreement, irrespective of the provisions of Section 20 unless: (i) the County has given to each Mortgagee the notice or notices required by Section 24(a) for a default specified in Section 19(a)(i) or 19(a)(ii); and either (ii) no Mortgagee has within 45 days following the giving of the First and Final Notice by the Developer if the default specified therein is one described in Section 19(a)(iii) or has, within 45 days following the giving of the Second Notice by the County (if the default specified in the First Notice is one described in Section 19(a)(i) or Section 19(a)(ii)) cured any default arising solely from the failure to pay amounts due and owing to the County hereunder, and commenced the exercise of remedies available under the Mortgage or obtained a deed-in-lieu thereof, and no Mortgagee, purchaser at a foreclosure sale held under the mortgage, or purchaser from Mortgagee (a "Purchaser") has, within

30 days following the obtaining of title to the Property, or portion thereof originally covered by the Mortgage, but in no event later than 90 days following the giving of the First and Final Notice (if the default specified therein is one described in Section 19(a)(iii)), or within 90 days following the giving of the Second Notice (if the default specified in the First Notice is one described under Section 19(a)(i) or Section 19(a)(ii)) cured all defaults that are, by their nature, curable within such period, and commenced, in good faith, to cure all other defaults that, by their nature are not curable within such period, and diligently proceeded to cure all such defaults within a reasonable time. A default under Section 19(a)(iii) shall be deemed cured by the giving of a written agreement by any such Mortgagee or Purchaser to continue to be bound by the terms of this Agreement.

(c) The County shall accept the performance of any such Mortgagee or Purchaser to cure any default on behalf of the Developer as if such performance were rendered by Developer. Each Mortgagee and each such Purchaser shall have the right, but not the obligation, to remedy any defaults of Developer within the time specified herein. No Mortgagee or Purchaser shall have any liability under this Agreement except for acts or events that occur while such Mortgagee or Purchaser holds title to the Property or portion thereof.

(d) The provisions of this Section 24 are solely for the benefit of Mortgagees and Purchasers and shall not otherwise impair any rights of the County against Developer.

(e) No default or event of default hereunder by Developer shall defeat, impair or render invalid the lien of any deed of trust made in good faith and for value as to the Region II Development or any portion thereof.

(f) The County, by resolution of the Board of Supervisors, may modify or add to the provisions of this Section 24 at the request of any institutional lender or pension trust providing financing so long as such requested modifications or additions pertain only to the rights of a Mortgagee hereunder and are not otherwise inconsistent with the terms of this Agreement.

25. *Severability.* If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenants or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and subject to Section 22(d).

26. *Counterparts.* This Agreement has been executed in one or more counterparts, including by electronic means such as Docusign or Adobesign, each of which has been deemed an original, but all of which constitute one and the same instrument.

27. *Estoppel Certificate.* Any Party may, at any time, and from time to time, deliver written notice

to another Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within 30 (thirty) days following the receipt thereof. The County Counsel of the County shall have the right to execute any certificate requested by Developer hereunder. The County acknowledges that a certificate hereunder may be relied upon by transfers, Mortgagees, Purchasers, or other interested parties.

28. *Existing Offers of Dedication*. The Parties understand and agree that the following offers of dedication were made to the County for certain public rights of way on, over and through the Property at the time of approval of Parcel Map #86, recorded on July 2, 1974, at Book 1, Page 63, of Parcel Maps, in the office of the Inyo County Recorder:

1. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 808.
2. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 811.
3. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 815.
4. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 823.
5. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 834.
6. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 846.
7. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 867.
8. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 875.
9. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 879.
10. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 886.
11. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 891.
12. Offer of Dedication recorded with the Inyo County Recorder on July 1, 1974, in Book 208, Page 898.

(hereinafter, collectively, the "Offers"). It is the Parties' intention to preserve the Offers so that

they may be accepted by the County in its sole discretion in whole or in part following the end of the Term, but not prior thereto. Accordingly, the Parties agree that the Offers shall remain open throughout the Term, and that County shall not accept any of the Offers during the Term, so long as this Agreement is in effect. Owner further specifically agrees to re-make the Offers of Dedication, by separate instrument pursuant to California Government Code section 7050 or any successor thereto, within sixty (60) calendar days of a written request therefor by County, which re-made offers the County shall not accept during the Term, so long as this Agreement is in effect. Owner's obligation to re-make the Offers of Dedication shall survive termination of this Agreement unless the County agrees, in writing, to cancel the obligation.

29. *Venue*. This Contract is made in the County of Inyo, State of California. The Parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo for all claims between or among them.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above-written.

ATTEST:

_____
[Name of clerk]
Clerk of Board

APPROVED AS TO FORM:

_____
John-Carl Vallejo
County Counsel

County of Inyo
By:

_____
Trina Orrill
Board Chair

Bonanza Peak Solar II, LLC
By:

_____
[Name of authorized representative]
[Title of authorized representative]

Mary Lee Wiley Living Trust

By:

_____
[Name of authorized representative]
[Title of authorized representative]

Section 20, LLC
By:

_____
[Name of authorized representative]
[Title of authorized representative]

Mary Jane Christensen
By:

_____
[Name of authorized representative]
[Title of authorized representative]

EXHIBIT A
LEGAL DESCRIPTION FOR REGION II DEVELOPMENT

See attached Legal Description for Region II which is incorporated by this reference.

EXHIBIT B
MAP OF REGION II DEVELOPMENT

See attached Map depicting Region II which is incorporated by this reference.

EXHIBIT C
PLAN OF DEVELOPMENT

See attached Plan of Development which is incorporated by this reference.

EXHIBIT D
CONDITIONS OF APPROVAL FOR REGION II DEVELOPMENT

1. **Hold Harmless**
   The owner/developer shall defend with counsel acceptable to Inyo County, indemnify, and hold harmless Inyo County and its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul an approval of the County, its advisory agencies, its appeals board, or legislative body concerning REDA 2026-02/Bonanza Peak Solar II, LLC, including all associated environmental review. The County shall promptly notify the owner/developer of any such claim, action, or proceeding and shall cooperate fully in the defense. The County reserves the right to prepare its own defense with counsel of its choosing, at the County's sole cost and expense.

2. **Project Term**
   Renewable Energy Development Agreement 2026/02 allows for a 50-year project lifetime commencing with issuance of building permits from Inyo County or six months after project approval, whichever occurs first.

3. **Compliance with Applicable Law**
   The owner/developer shall conform to all applicable provisions of the Inyo County General Plan, County Code and State law and regulations, including the California Building and Health and Safety Codes and CUPA (Certified Unified Program Agency). Failure to comply may result in the termination of REDA 2026-02 subject to and in accordance with the termination provisions, including notice and cure provisions, of REDA 2026-02.

4. **Compliance with other Affected Agencies**
   Prior to issuance of grading or building permits, the owner/developer shall obtain all required permits and approvals from applicable agencies, which may include but not be limited to Great Basin Unified Air Pollution Control District, Lahontan Regional Water Quality Control Board, the Bureau of Land Management; US Fish and Wildlife; and the California Department of Fish and Wildlife.

5. **Decommissioning Plan and Financial Assurance**
   As per section 21.20.030 and 21.20.040 of the Inyo County Code, the owner/developer has submitted a staff approved decommissioning plan.

   - A financial assurance mechanism that covers all current costs to implement reclamation under the decommissioning plan shall be prepared and submitted to the County prior to the issuance of building or grading permits.

- Upon reasonable notice from the County, the owner/developer shall submit to an annual inspection of the project site and any updates to the decommissioning plan with corresponding updates to financial assurance based on the Consumer Price Index shall also be included.

- Reasonable, actual, and documented annual project site inspection costs related to staff time and travel will be paid annually when presented to the owner/developer.

Failure to comply with the financial assurance requirements may result in the termination of REDA 2026-02 subject to and in accordance with the termination provisions, including notice and cure provisions, of that agreement.

6. **Compliance with PEIR, Addendum and all PEIR MMRP Requirements.**
The project shall comply with all applicable mitigation measures identified in the Addendum and PEIR in compliance with the PEIR MMRP requirements. Failure to comply may result in the suspension or termination of REDA 2026-02.

7. **Sales and Use Taxes**
The developer shall undertake specified actions in contracting for construction of the project so as to allocate sales and use taxes paid in connection with project construction to the County to the maximum extent provided by law. For all contracts meeting the qualifying threshold for California Department of Tax and Fee Administration ("CDTFA") jobsite registration, the developer shall include language in its construction contracts, and require all contractors to include language in their subcontracts, identifying the jobsite within unincorporated Inyo County as a place of business of the contractor or subcontractor and place of sale of fixtures furnished and installed by the contractor or subcontractor and requiring its construction contractor and subcontractors to allocate sales and use taxes to the County, to the maximum extent provided by law, in its CDTFA filings and permits.

Prior to a contractor's or subcontractor's commencement of work on the project, the developer shall deliver to the County a list identifying each contractor and subcontractor holding a contract meeting the threshold for CDTFA jobsite registration, including: (a) business name and contact information for the individual most knowledgeable about sales/use tax reporting for the Project; (b) scope of work and confirmation that the contract value meets the threshold stated above; and (c) CDTFA account number and, when issued, a copy of any sub-permit issued specific to the Project jobsite. Developer shall update this list within 30 days of any change, including the addition of any such contractor or subcontractor.

The developer shall deliver to the County copies of all sales and use tax returns filed with CDTFA by developer, its contractors, and subcontractors that relate to the Project, within

30 days of filing. Returns may be redacted to protect proprietary or competitively sensitive information, provided that redacted returns are accompanied by sufficient supplemental evidence for the County to confirm compliance with this condition.

8. Property Tax Cooperation

Developer shall promptly comply with all applicable property tax reporting requirements and with written requests for assessment information issued by the County Assessor pursuant to applicable law, including information reasonably necessary for the Assessor to determine Excluded Value under Section 10(a)(iii) of the Renewable Energy Development Agreement (REDA).

Without limiting the foregoing, upon written request of the Assessor made pursuant to Revenue and Taxation Code Section 441(d), Developer shall furnish to the Assessor, within thirty (30) days after receipt of such request, (a) a copy of Developer's most recent annual financial statements (audited, if audited financial statements are prepared for Developer), and (b) a copy of each power purchase agreement then in effect for the Project, including any amendments, which the Assessor may request not more than once in any calendar year. Developer shall not refuse or delay compliance with a request for such information under Section 441(d) on the ground that all or any portion of the Project is, or is asserted by Developer to be, eligible for exclusion from assessment or taxation; provided that nothing in this sentence limits the dispute-resolution or reservation-of-rights provisions of this Condition. All information furnished under this Condition shall be provided directly to the Assessor, shall be deemed furnished pursuant to Revenue and Taxation Code Section 441, and shall be held confidential and used solely for assessment purposes in accordance with Revenue and Taxation Code Sections 408 and 451.

Developer's compliance with this Condition shall be determined exclusively under applicable property tax law, and any dispute regarding the scope or timing of a request, the classification or valuation of property, or the applicability of an exclusion, exemption, or other assessment rule shall be resolved through the procedures provided by property tax law, except that any dispute regarding the Excluded Value shall be resolved as provided in Section 10(a)(iii) of the Agreement.

No failure or alleged failure to comply with this Condition shall constitute a default of or under the Agreement (including under Section 19(a)(ii)), a basis for termination of the Agreement or of the REP, or grounds for withholding, suspending, conditioning, or revoking any project land use entitlement. Except as expressly provided in Section 10(a)(iii) of the Agreement, nothing in this Condition constitutes an admission regarding the value, classification, ownership, situs, or taxable status of any property, binds or directs

the Assessor in the performance of any statutory duty, or waives any assessment appeal, refund claim, or other remedy available to Developer.

9. Mitigation Land

The owner/developer shall prepare and record deed restrictions on the Kingston View mitigation parcels with Assessor Parcel Numbers: 048-120-09, 048-170-02, 048-170-56, 048-190-02, 048-170-51 and 048-170-47 and on that 600 (or more) acres of the 2000-acre Campito Peak Property located immediately south of Kingston View which is selected by owner/developer and CDFW as mitigation land. The deed restrictions shall disallow or have the effect of disallowing, the use of groundwater on these parcels in perpetuity, except for water used for projects related to the mitigation being conducted. The foregoing is to meet the requirements of General Plan Policy WR-3.7.

10. Groundwater Monitoring and Contingency Plan

The owner/developer shall provide a voluntary groundwater monitoring plan (VGMP) that adequately monitors any participating residential well within a half-mile radius of the project production wells during the construction phase. The VGMP shall be prepared by a CA-licensed hydrogeologist. Participation will be voluntary and is not a requirement by the County. Participating wells must have installed and working flow meters. Any well owner participating in the program will be provided with the water level data for their well in real time (if present) and on a monthly, time-weighted average basis, as prescribed in the VGMP, and shall agree to hold the County harmless. The VGMP shall include the following at a minimum:

- Description of measurement equipment to be employed
- Routine monitoring (Daily for the first week, then weekly for week 2-4, then monthly or as determined to be necessary after that for the duration of construction) to capture well data
- Participants will be provided with copies of the weekly and monthly reporting documentation that will also be provided to the County
- A contingency plan with adequate recovery means and methods if water levels in participant wells drop below a threshold as a result of construction water extraction, based on pre-construction trends.

The hydrologist shall provide monitoring reports upon the request of the county during the construction phase. At the conclusion of the VGMP, the owner/developer shall submit a complete monitoring log with data and hydrographs in a summarized conclusion of the results.

Prior to the issuance of building permits, the VGMP shall be provided to the County for review and approval. The VGMP shall be effective during the construction phase in which groundwater is in high usage. Water shall not be used for washing or rinsing panels once the Project is in operation.

11. Transient Housing

No employee housing shall be permitted on the project site. No employee camping shall be permitted on or off the project site.

12. Construction Activities

Construction activities associated with the Project shall be limited to Monday through Friday between the hours of 6:00 a.m. and 7:00 p.m., and Saturday between the hours of 8:00 a.m. and 5:00 p.m. No construction activities shall occur on Sundays or legal holidays.

13. Security

The owner/developer shall provide on-site security during construction and operation, as necessary to prevent trespass, vandalism, and unauthorized access.

14. Traffic Control and Dust Management

The owner/developer shall provide and implement or cause its contractor to provide and implement an approved traffic control plan and dust suppression measures during construction, including implementation of construction best practices for dust control and posted speed limits within the project site and along approved haul routes, prior to the issuance of building permits. Maintenance of Zircon Road from the northern boundary of Tecopa Springs Rd. (aka Old Spanish Trail Highway) to the boundary of developer's project shall be the responsibility of the owner/developer during the life of the project.

15. Old Spanish Trail Highway

Any damage caused by the Bonanza Peak Solar project to Old Spanish Trail Highway during construction and/or the life of the project shall be fixed in accordance with the policies and procedures of the Inyo County Road Department.

16. Lighting

The Project shall be subject to the County's Outdoor Lighting Ordinance Section 18.74 of the ICC and the Avian and Bat Protection Plan approved by the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service during construction and for the life of the project.

17. Waste Management Plan

Prior to issuance of grading or building permits, the owner/developer or its contactor shall submit a Construction Waste Management Plan for review and approval by the County Building and Safety Department.

18. Emergency Response Plan

Prior to issuance of grading or building permits, the owner/developer or its contractor shall submit an Emergency Response Plan for review by the County and applicable emergency service providers including, but not necessarily limited to, the Southern Inyo Fire Protection District.

19. Employ and Train Local Labor

Owner/developer shall make good faith efforts to recruit and hire qualified workers from within Inyo County and surrounding communities. Such efforts shall include local job postings, coordination with local workforce development agencies, and outreach to local residents regarding employment opportunities associated with the Project, in compliance with General Plan Policy ED-4.5.

20. Notification of local Native American Tribes

Per ICC, Section 9.52, Disturbance of Archaeological, Paleontological and Historical Features, the owner/developer shall notify a representative from local Native American tribes in the event human remains are uncovered and shall comply with all local, state and federal laws in the event that native artifacts or human remains are found.

21. Project Regions

Building and grading permits shall be applied for and issued for the entirety of the Region under REDA 2026-02 and not for a portion of the Region. If this Agreement terminates and Exhibits C and D survive as a Renewable Energy Permit under Section 5(b), and the use provided by REDA 2026-02 is not commenced within two (2) years of the date of such termination, the Renewable Energy Permit will become void unless the developer timely applies for and obtains an extension. Commencement shall be considered to include the submission of applications for required permits and approvals.

22. Compliance with Plan of Development and Project Description

The development shall conform to the Plan of Development and Project Description relied upon for review under CEQA, except to the extent that a modification of the boundary between Region I and Region II is approved by the Planning Department or other County decision maker as authorized by Section 5(d) of REDA 2026-02. Any other modification to the Project as described in the Plan of Development shall be reviewed in accordance with Sections 5(c), 6 and 11 of REDA 2026-02, and any modification so reviewed and approved shall be deemed authorized and approved pursuant to this condition.

In the event of termination or invalidation of REDA 2026-02 and survival of Exhibits C and D as an REP, the Planning Director shall determine, consistent with Inyo County Code Section 18.81.130(A)(1), whether a proposed modification is in substantial conformance with the Plan of Development. A modification shall be determined to be in substantial conformance, and may be approved by the Planning Director without public notice or hearing, if the Planning Director finds that the modification (i) is minor when considered in light of the Project as a whole; (ii) does not conflict with any mitigation measure or condition of approval applicable to the Project; and (iii) does not constitute an increase in the electric generating or transmission capacity of the facility by ten percent or more per Inyo County Code Section 21.08.050 or any successor provision, provided that total capacity does not exceed the limits set forth in the Inyo County General Plan. Substantially conforming modifications include, without limitation, changes in equipment type, manufacturer or technology, and adjustments to the layout, location or dimensions of arrays, internal roads, fencing, the substation, the operations and maintenance facilities or the generation-tie line within the Project site. The Planning Director shall act on a request for a substantial conformance determination within forty-five (45) days after receipt of a complete request and shall provide the owner/developer with written confirmation of the determination. Any modification that the Planning Director determines is not in substantial conformance with the Plan of Development and Project Description shall be subject to review and action pursuant to the Inyo County Code then in effect, provided that the scope of such review shall be limited to the modification requested and shall not reopen any provisions of the Project's approvals not affected by the modification.

Pursuant to Sections 18.12.050 and 21.20.020 of the Inyo County Code, the setbacks applicable to the Project shall be those shown in the Plan of Development, which are hereby established as the development standards for the Project in lieu of the setback standards set forth in Section 18.12.050(D), (E) and (F) of the Inyo County Code. This condition shall survive the termination or invalidation of REDA 2026-02 and shall continue to apply to the Project for so long as Exhibits C and D remain in effect as an REP.

EXHIBIT E
EXISTING DEVELOPMENT REGULATIONS FOR REGION II DEVELOPMENT

Inyo County General Plan
- Inyo County General Plan (adopted December 2001), all elements and land use maps and diagrams, as amended through the Effective Date, including (but not limited to) the Renewable Energy General Plan Amendment (GPA No. 2013-02, adopted by Resolution No. 2015-26, March 24, 2015) and its SEDA Overlay
- The SEDA Overlay land use diagram and inventory maintained pursuant to the REGPA implementation measures

Inyo County Code
- Title 18 (Zoning)
- Title 21 (Renewable Energy Development), as amended by any ordinance clarifying Section 21.20.020 adopted on or before the Effective Date
- Title 20 (Development Agreements)
- Title 16 (Subdivisions)
- County road and encroachment/improvement standards (Titles 11 and 12, and any Board-adopted road standards resolutions)

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

2727 SOUTH RAINBOW BOULEVARD *
LAS VEGAS, NEVADA 89146-5148 PHONE 702-873-7550 * FAX 702-362-2597

EXHIBIT A



W.O.8034
October 13, 2026
BY: WLB
P.R. BY: TZ

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

LEGAL DESCRIPTION
BONANZA PEAK REGION II

BEING A PORTION OF SECTIONS 26, 27 AND 28, LOCATED WITHIN TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

BEGINNING AT A COORDINATE POINT DESIGNATED AS Y: 1889036.17 (NORTHING) AND X: 7475413.08 (EASTING) BEING APPROXIMATELY 2,263 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 01°54'21.53" WEST, 2,629.36 FEET; THENCE NORTH 88°05'36.83" EAST, 7,964.82 FEET; THENCE NORTH 01°52'34.63' WEST, 1,114.62 FEET; THENCE NORTH 88°07'23.62" EAST, 624.75 FEET; THENCE SOUTH 01°52'34.77" EAST, 112.05 FEET; THENCE NORTH 88°07'25.07" EAST, 965.47 FEET; THENCE SOUTH 00°00'00.03" WEST, 1,188.22 FEET; THENCE SOUTH 88°06'17.00" WEST, 487.15 FEET; THENCE SOUTH 01°52'34.89" EAST, 552.90 FEET;
LEGAL DESCRIPTION CONTINUED – BONANZA PEAK REGION II MAP

THENCE SOUTH 88°07'42.95" WEST, 243.86 FEET; THENCE SOUTH 01°52'17.07" EAST, 720.98 FEET; THENCE SOUTH 88°07'42.89" WEST, 2,686.27 FEET; THENCE SOUTH 02°00'52.28" EAST, 1,168.22 FEET TO THE **POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 501.89 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS
ALL CALLS AND COORDINATES ARE BASED ON NAD 1983 STATE PLANE CALIFORNIA IV FIPS 0404 (US FEET)

OPERATIONS AND MANAGEMENT BUILDING AND SUBSTATION AREA. THIS AREA IS PART OF THE REGION I DEVELOPMENT LEGAL DESCRIPTION, BUT IS INCLUDED HERE BECAUSE THIS AREA CONTAINS THE O&M BUILDING AND THE SUBSTATION WHICH ARE FACILITIES FOR BOTH THE REGION I DEVELOPMENT AND THE REGION II DEVELOPMENT.

LEGAL DESCRIPTION
O&M AND SUBSTATION AREA

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 22 AND THE NORTHEAST QUARTER (NE 1/4) OF SECTION 27, ALL WITHIN TOWNSHIP 22 NORTH, RANGE 10 EAST, SAN BERNARDINO BASE AND MERIDIAN, INYO COUNTY, CALIFORNIA.

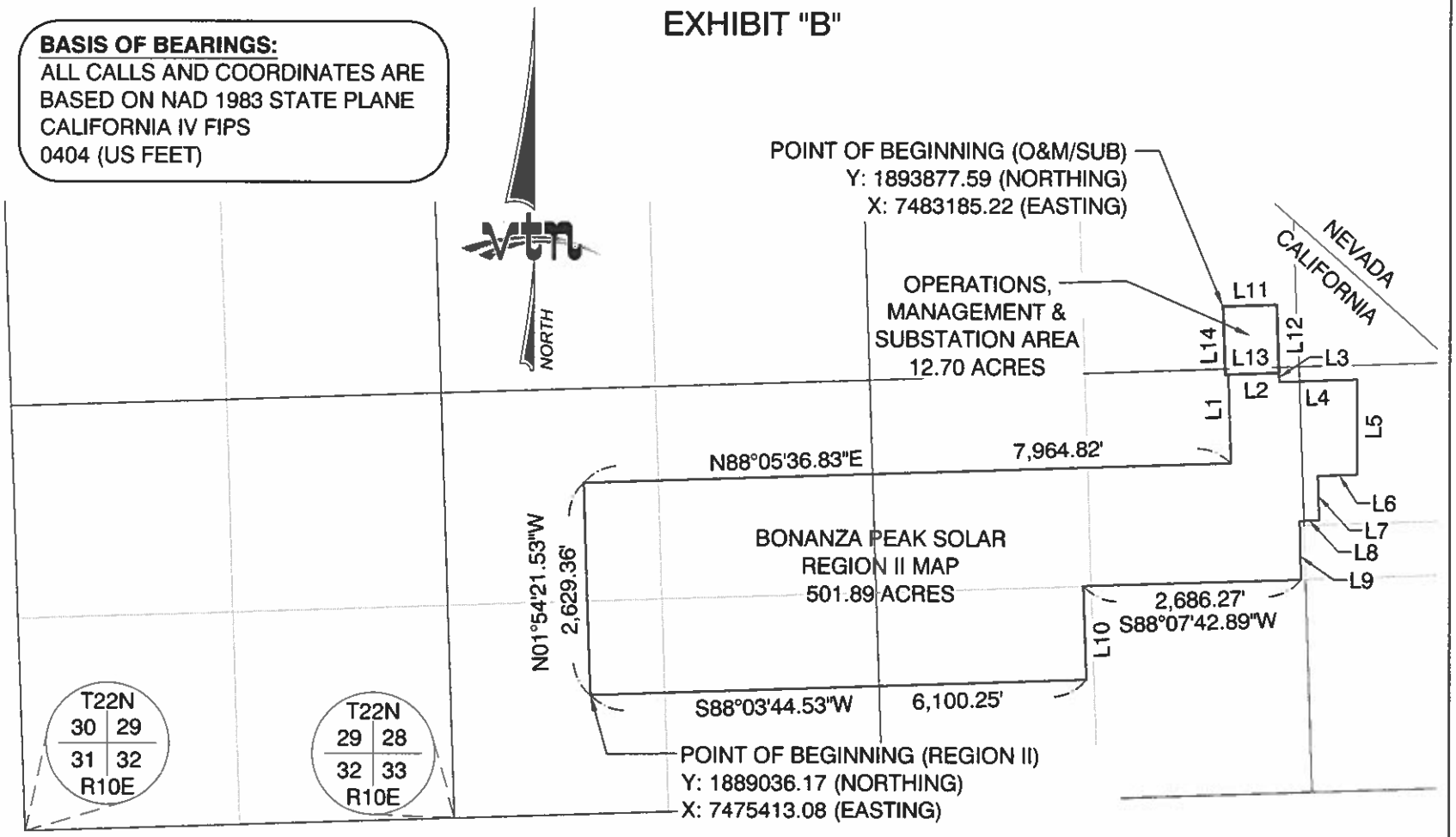
BEGINNING AT A COORDINATE POINT DESIGNATED AS Y: 1893877.59 (NORTHING) AND X: 7483185.22 (EASTING) BEING APPROXIMATELY 11,390 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 88°07'28.56" EAST, 661.71 FEET; THENCE SOUTH 01°52'44.15" EAST, 836.17 FEET; THENCE SOUTH 88°07'23.62" WEST, 661.75 FEET; THENCE NORTH 01°52'34.60" WEST, 836.19 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 12.70 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

EXHIBIT "B"

BASIS OF BEARINGS:
ALL CALLS AND COORDINATES ARE BASED ON NAD 1983 STATE PLANE CALIFORNIA IV FIPS 0404 (US FEET)



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2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

EXHIBIT B TO RENEWABLE ENERGY DEVELOPMENT AGREEMENT

BONANZA PEAK REGION II

W.O.#:	**8034-1**
DATE:	**SEPT 2026**
BY:	**WLB**
SCALE:	**1"=2000'**
SHEET	**3** OF **4**

COURSE TABLE

NO.	BEARING	LENGTH
L1	N1°52'34.63"W	1114.62'
L2	N88°07'23.62"E	624.75'
L3	S1°52'34.77"E	112.05'
L4	N88°07'25.07"E	965.47'
L5	S0°00'00.03"W	1188.22'
L6	S88°06'17.00"W	487.15'
L7	S1°52'34.89"E	552.90'
L8	S88°07'42.95"W	243.86'
L9	S1°52'17.07"E	720.98'
L10	S2°00'52.28"E	1168.22'
L11	N88°07'28.56"E	661.71'
L12	S1°52'44.15"E	836.17'
L13	S88°07'23.62"W	661.75'
L14	N1°52'34.60"W	836.19'

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2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

BONANZA PEAK REGION II

SCALE	HORZ.
	VERT.
W.O. NO.	8034-1
DRAWN BY:	WLB
DATE:	SEPT 2026
SHEET	4 OF 4

Bonanza Peak Energy Project

Plan of Development for Inyo County, CA

Updated October 13, 2026

Prepared for:

Bonanza Peak Solar, LLC
Subsidiary to Hanwha Renewables
400 Spectrum Center Drive, Ste. 1400
Irvine, CA 92618

Prepared by:

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Stantec

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Acronyms / Abbreviations

AC	alternating current
ADA	Americans with Disabilities Act
AF	acre feet
AHJ	Authority Having Jurisdiction
APLIC	Avian Power Line Interaction Committee
BLM	Bureau of Land Management
BMPs	best management practices
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFR	Code of Federal Regulations
DC	direct current
ESA	Endangered Species Act
FAA	Federal Aviation Administration
gen-tie	generation tie-in line
HVAC	Heating, Ventilation, and Air Conditioning
ICAO	International Civil Aviation Organization
ISO	International Organization for Standardization
ITP	Incidental Take Permit
kV	kilovolt
LSAA	Lake and Streambed Alteration Agreement
MET	Meteorological
MW	megawatts
MWac	megawatts alternating current
NERC	North American Electric Reliability Corporation
NESC	National Electric Safety Code
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and maintenance
OSR	Open Space and Recreation
PCB	polychlorinated biphenyl
PCS	Power Conversion Stations
POD	Plan of Development
PV	photovoltaic
PVMs	PV modules
REDA	Renewable Energy Development Agreement
REGPA	Renewable Energy General Plan Amendment
ROW	Rights-Of-Way
RWQCB	Regional Water Quality Control Board



SCADA	Supervisory Control and Data Acquisition
SEDA	Solar Energy Development Area
SHPO	State Historic Preservation Office
SPCC	Spill Prevention, Control, and Countermeasure
SWPPP	Stormwater Pollution Prevention Plan
UPS	uninterruptible power supplies
USFWS	US Fish and Wildlife Service



1 Overview

1.1 Project Summary

Bonanza Peak Solar, LLC, a wholly owned subsidiary of 174 Power Global, LLC, which is a wholly owned subsidiary of Hanwha Energy USA Holdings Corp. (Applicant) requests a Renewable Energy Development Agreement (REDA) from Inyo County, California to construct, own, operate, and maintain a utility scale solar photovoltaic (PV) energy generating facility on private lands. The requested term for the REDA is 50 years.

The Project would be located in the Charleston View Solar Energy Development Area (SEDA) in southeastern Inyo County, adjacent to the Nevada state line just north of Old Spanish Trail Highway (**Figure 1-1**).

The solar generation facility, including the PV arrays, substation, and other electrical equipment, would be within a 3,382-acre Project Area with a Developed Area of no greater than 2,400 acres, as dictated by the Inyo County Renewable Energy General Plan Amendment (REGPA; Inyo County 2015; **Figure 1-1**). The Project has a planned net generating capacity of up to 500 megawatts (MW) alternating current (MWac) and will be built as one or more phases.

An approximately 9-mile long 230 kilovolt (kV) generation tie-in line (gen-tie line) would be located on lands managed by the Bureau of Land Management (BLM) in Nye and Clark Counties, Nevada (**Figure 1-1**). The Project would connect to the existing Gridliance 230 kV transmission line at the Trout Canyon substation.

The Project would include the following primary components in Inyo County:

- Main solar energy generation area, which includes the solar arrays.
- Power conversion systems including inverters and medium voltage transformers
- Medium voltage underground electrical collection system from the Power Conversion Stations (PCS) to the input of the main power transformer that will be located at the substation facility.
- High voltage substation
- Gen-tie line
- Operation and maintenance (O&M) facilities.
- Power plant control and monitoring system and communications networks.
- Site security and fencing.
- Interior access roads.
- Sediment (stormwater basins)

The gen-tie line would extend from the Project substation to the Trout Canyon substation in Clark County, Nevada. Approximately 0.5 miles of the gen-tie line would be in Inyo County and the remaining 8.5 miles would be in Nevada. The transmission structures would be approximately 120 to 170 feet high. When fully



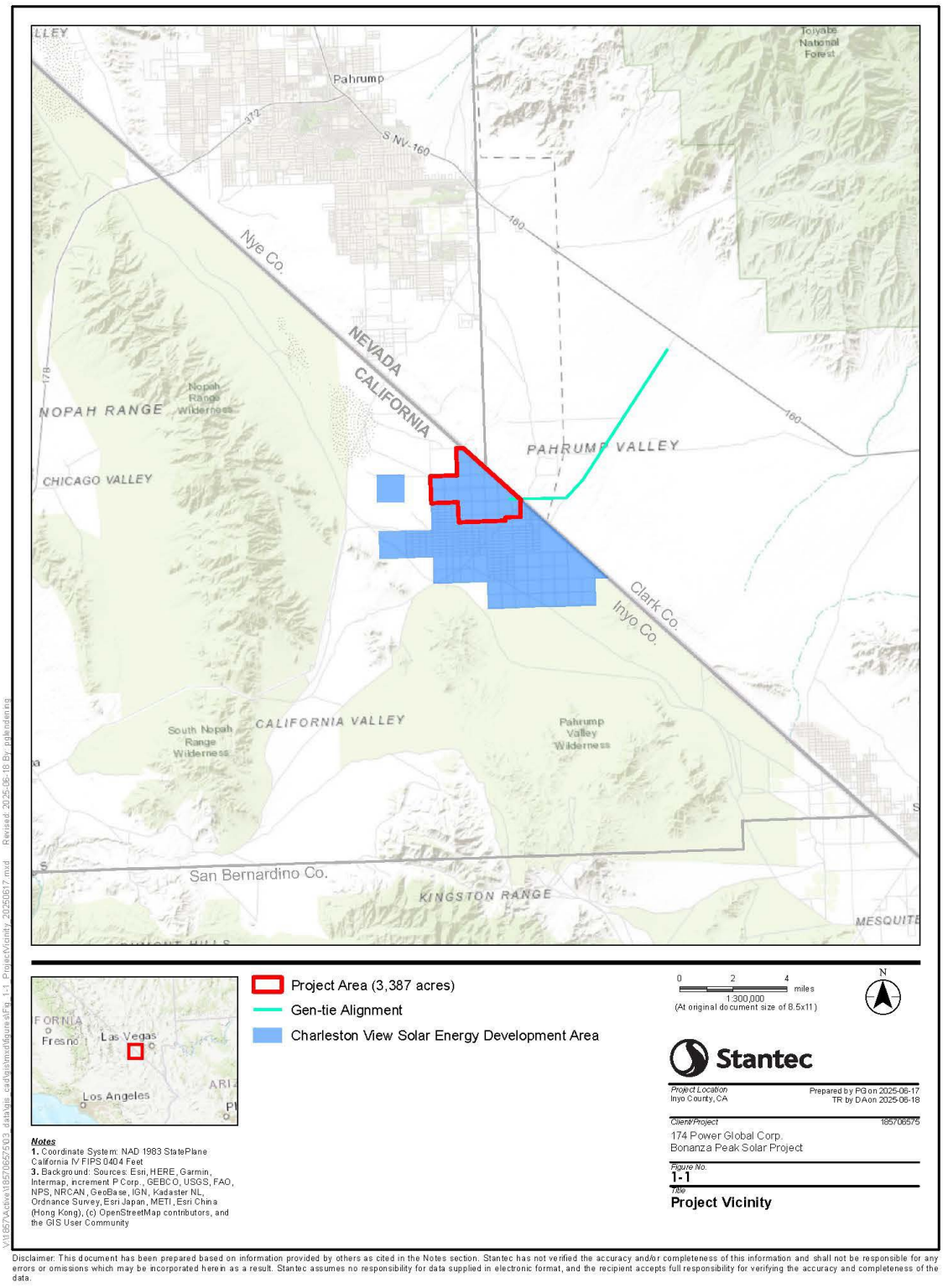
operational, the Project would have the capacity to convert solar energy to up to 500 MWac of electricity, producing no air pollutant emissions and using minimal water during normal O&M.[1] The Project would employ best management practices (BMPs, standardized practices to avoid or minimize adverse effects) throughout all phases of Project design, construction, testing, O&M, and decommissioning. The Applicant's advanced PV technology and efficient, environmentally sensitive site layout would maximize renewable energy generation potential, while minimizing impacts to the Project Area and surrounding environment. Key attributes of the Project, to be built in one or more phases, include:

- Direct conversion of sunlight to electricity without the use of water in the power generation process (i.e., no need for cooling water or water to generate steam) and no generation of emissions.
- Up to 500 MWac of electrical power generated from a renewable source and producing no air pollutant emissions, with low ambient noise levels during power generation.

This Plan of Development (POD) describes the site, regulations, facilities, and associated activities associated with the portion of the Project in Inyo County.

[1] In the event that back-up power is required, generators may be used which would produce a negligible quantity of air pollutant emissions.

***Figure 1-1**. Vicinity Map*



2 Purpose and Need for the Project

The Project would provide solar-generated electricity from a site in California to meet the region's existing and future electricity needs while providing a reliable, economical, and non-polluting renewable energy resource in the region. The Project would help serve the increase in demand for clean, low carbon electric power, in a manner that is consistent with federal and California policy mandates and incentives for development of new renewable energy resources, while avoiding and minimizing potential adverse impacts to the environment.

Recent national and regional forecasts project an increase in consumption of electrical energy continuing into the foreseeable future. Renewable energy, including solar PV generation, is expected to provide a large component of the diverse electrical supply in the future. Several western states have adopted renewable energy requirements or goals, and various national, regional, and state policies have been enacted to encourage and provide incentives for development of solar and other renewable energy projects. Continued increased consumption of electricity requires development of new generation facilities to satisfy demand.

Congress enacted the Inflation Reduction Act in 2022, which is a landmark federal law which aims to curb inflation by, among other activities, investing in domestic energy production while promoting clean energy. At least 29 states, plus Washington DC and 3 territories, have passed some type of renewable energy portfolio standards, including California which aims to have 60 percent renewable energy by 2030 and 100 percent by 2045.

2.1 Project Area

The Project would be located in southeastern Inyo County, with the proposed transmission tie-in connecting the Project to the utility grid point of interconnection via a gen-tie line that extends from the Project to the immediately adjacent Inyo County, California/Nye County, Nevada border and then to the Trout Canyon substation in Clark County, Nevada. The Old Spanish Trail Highway (Tecopa Road in Nevada) is located approximately 0.25 mile south of the Project Area boundary. From Tecopa Road, S Mcr928200 Road connects to Nevada State Route 16 in Nevada, on the eastern side of the Project Area, where the proposed transmission tie-in would be. A portion of the transmission tie-in is also located along Tecopa Road, terminating at the Yellow Pine Energy Center, approximately 0.6 mile from the intersection with the Pahrump Valley Highway (Nevada State Route 160).

The closest localities or towns to the Project Area include Charleston View, California 1 mile to the south; Tecopa, California, 26 miles to the west; Pahrump, Nevada, 25 miles to the north; and Mountain Springs, Nevada, 25 miles to the east. The nearest large city to the Project Area is Las Vegas, Nevada, 57 miles to the east.



The legal description of the Project Area is as follows:

Solar Facility (Private Land)

Calvada Springs and Mount Spring Meridian, California

Township 22 North,

Range 10 East, Sections 8, 9, 15, 16, 17, 20, 21, 22*, 23*, 26, 27, 28.

*Indicates section of solar facility site also crossed by gen-tie line.

For reference:

Transmission Tie-in Line (BLM-administered Land)

Calvada Springs and Mount Spring Meridian, California

Township 22 North,

Range 54 East, Sections 35, 36,

Range 55 East, Sections 2, 3, 10, 15, 16, 20, 21, 29, 31, 32.

2.2 Existing Conditions

The Project would be located on predominantly flat, arid, sparsely vegetated, open land in the southern portion of the Pahrump Valley. Elevations range from 2,560 feet to 2,660 feet above sea level. It is within the Basin and Range Geomorphic Province, characterized by interior drainage to lakes and playas, with horst and graben topography (i.e., basins and ranges).

On a broad scale, vegetation within the Project Area is predominantly *Larrea tridentata – Ambrosia Dumosa* shrubland alliance (creosote bush–white bursage scrub) on the eastern third and a mixture *Atriplex confertifolia* shrubland alliance (shadscale scrub) and *Atriplex polycarpa* shrubland alliance (allscale scrub) on the western two-thirds. The western two-thirds of the Project Area is also interspersed with areas of low vegetative cover dominated by noxious weeds such as cheatgrass (*Bromus tectorum*) and saltlover (*Halogeton glomeratus*).

The Project Area is located on private land currently designated by Inyo County as Open Space greater than 40 acres in size (OS-40). The OS-40 designation provides sites for open space and compatible uses. Commercial renewable energy facilities are an allowable use within the OS-40 land use zoning district (Inyo County 2002).



A small amount of commercial and residential zoning is present directly south of the Project Area in Charleston View. An existing solar facility (Yellow Pine Energy Center) is located east of the Project Area in Nevada at the proposed transmission tie-in location. Existing development and disturbed areas within the Project Area include dirt roads and abandoned buildings.

The following photos, taken in May 2024, reflect the existing condition of the Project Area:



Photo 2-1. *Evidence of vehicle tracks in open area on Project Area*



Photo 2-2. *Topography flat area on Project Area with mountains in background as reference*



Photo 2-3. *Evidence of human disturbance on Project Area*



Photo 2-4. *Potential drainage feature on Project Area*



Photo 2-5. *Dominant vegetation community on the Project Area - Creosote bush scrub*

Table 2-1 details designated roadways within the proposed Project Area. These roads are private and not under the jurisdiction of the State, County, or other local jurisdiction.

Table 2-1. *Designated Roads within the Project Area*

Name of Roadway	Existing Road Width (in feet)
Turtle Rock Way	40
Avenue “D”	40
Quartz Street	40
Roserwin Lane	40
Gold Street	40
Topaz Street	40
Zircon Street	40



3 Public and County Benefits of the Project

The goal of the Project is to provide solar-generated electricity from a site in Inyo County to meet the region's existing and future electricity needs while providing a reliable, economical, and non-polluting, domestic, renewable energy resource in the region. The Project would help serve the increase in demand for clean, de-carbonized energy, in a manner that is consistent with federal and California policy mandates and incentives for development of new renewable energy resources, while avoiding and minimizing potential adverse impacts to the environment.

In addition to providing a new source of clean energy, the Project pursuant to Inyo County's 2015 REGPA must provide local community benefits. This could take many forms that could include land and financial support for a new Southern Inyo Fire Protection District facility in Charleston View and financial support for an Environmental Impact Report to evaluate the Draft Community Plan for Charleston View. During the O&M period, the Project would employ a small workforce. Local qualified people will be given the opportunity for these jobs.



4 Construction Schedule

Construction would begin as soon as January 2027. The Project may be built in one or more phases within an approximately 18-month construction period.

5 Applicable Plans, Policies, and Designations

5.1 Inyo County General Plan and Zoning Code

The Project is located in Inyo County, and therefore, development would be subject to the County's 2002 General Plan, as amended, and Inyo County zoning code. The Project is designated as Open Space and Recreation (OSR) by the Inyo County General Plan and zoned OS-40 (Inyo County 2002).

OS-40 zoning designation does not define a solar facility as permitted or conditional use. However, Title 21, Renewable Energy Ordinance, of the Inyo County Municipal Code, governs solar facilities throughout Inyo County and provides requirements and development guidance for solar facilities. Specifically, Section 21.04.030 of the Inyo County Municipal Code states that the main purpose of the Renewable Energy Ordinance is to:

> "support, encourage and facilitate the responsible utilization of its solar and wind resources for the generation and transmission of clean, renewable electric energy, the county encourages potential developers of such resources to work with the county and to enter into a mutually agreeable renewable energy development agreement in lieu of applying for the issuance of a renewable energy impact determination or a renewable energy permit."

The Renewable Energy Ordinance requires applicants for a solar facility to apply for and obtain a REDA and/or a Renewable Energy Development Agreement (REDA) from the county, so long as the facility is not specifically exempt from such requirements by state or federal law, or if any existing REDA is already in place with the county for the facility (Inyo County Municipal Code Section 21.16.010, and 21.16.030). Based on communications between the Applicant and Inyo County Planning Department, a REDA will be required.

5.1.1 Final Renewable Energy General Plan Amendment

In March of 2015, the final REGPA was adopted (Inyo County 2015). This final REGPA included relevant information for solar development projects within Inyo County including new general plan policies, land use definitions, land use implementation measures, and SEDA maps. The Project Area is within the Charleston View SEDA. Additionally, the Project meets the definition of a 'renewable energy solar facility' which is defined in the REGPA as:

> "Any electric transmission line or photovoltaic (PV) power plant to be constructed in Inyo County. A renewable energy solar facility does not include small scale renewable energy solar facilities or a pilot or proof of a concept power plant (Inyo County 2015)."

The Project further meets the definition of a "utility scale renewable energy solar facility (more than 20 megawatts [MW])" which is defined in the REGPA as:



> "A renewable energy solar facility that produces more than 20 megawatts (MW) of electricity for off-site use, consumption and/or sale, including all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures (Inyo County 2015)."

Transmission lines may be constructed within or outside of the SEDA, per Land Use Policy LU-1.17 (see **Table 5-1** for further details):

> "Appurtenant transmission and storage facilities and related infrastructure may be constructed and operated within any Land Use Designation and any zoning district under Title 18 of the ICC and in accordance with the standards set forth by CEQA."

Table 5-1 below includes polices from the REGPA that are applicable to the Project.

Table 5-1. *Renewable Energy General Plan Amendment Applicable Policies*

Policy Number	Policy Description
GOV-2.4	The County shall require that renewable energy solar facility developers notify local residents and/or landowners by direct mailings or other appropriate means announcing projects at the time an application is submitted.
LU-1.17	Utility Scale (more than 20 MW) and Commercial Scale Renewable Energy Solar Facilities (20 MW or less). The County shall consider utility scale and commercial scale renewable energy solar facilities within SEDA overlays or outside of SEDAs if the facility is proposed to be located over or along the Los Angeles Aqueduct. Within SEDAs or over or along the Los Angeles Aqueduct, the County may consider utility scale and commercial scale renewable energy solar facilities within any zoning district under Title 18 of the ICC and pursuant to ICC Title 21. Based on site-specific studies and appropriate environmental review, the County may process utility scale and commercial scale renewable energy solar facilities within the SEDA, or over and along the Los Angeles Aqueduct, pursuant to ICC Title 21. Potential social, economic, visual and environmental impacts from utility scale and commercial scale renewable energy solar facilities must be avoided, minimized, or mitigated to an acceptable level. Appurtenant transmission and storage facilities and related infrastructure may be constructed and operated within any Land Use Designation and any zoning district under Title 18 of the ICC and in accordance with the standards set forth by CEQA. Development standards, including minimum parcel size, may be specified in a Renewable Energy Permit or Renewable Energy Development Agreement in lieu of the standards specified herein, as permitted by ICC Title 21.
LU-1.20	The County does not support new transmission in or through Inyo County above what is necessary for the megawatt cap placed on each Solar Development Group (i.e., defined collection of SEDAs).
LU-1.21	The County does not support renewable energy solar development projects other than those that use PV technologies.
ED-4.4	Offset the Cost to the County for Service Provision. Renewable energy solar facility development shall be required to provide the means to offset the costs to the County, including but not limited to, the cost of infrastructure improvements and County services, and lost economic development potential. Economic impacts from renewable energy solar facility development identified by the County shall be mitigated or offset.

Policy Number	Policy Description
ED-4.5	Employ and Train Local Labor. The County shall encourage renewable energy solar facility developers to employ the local labor force, during development and for long-term facility maintenance and provide educational and training opportunities, as practicable.
ED-4.6	Compensation to Local Communities. The County shall encourage renewable solar energy developers to provide compensation in the form of reduced rates for communities impacted by development.
ED-4.7	Provide Transient Housing. The County shall encourage renewable solar energy developers to help provide transient housing during the construction of solar energy facilities to minimize impacts to tourist accommodations.
AG-1.3	Conversion of Agricultural Land. Discourage conversions of productive agricultural lands for urban development and encourage avoidance of the use of productive agricultural lands for renewable energy solar facility development.
CUL-1.6	Protect Cultural Resources. The County shall require renewable energy solar facility developers recognize the Old Spanish Trail as a cultural resource and ensure that it and its immediate surroundings in the Charleston View SEDA are preserved and protected.
MER-2	Avoid, Minimize, Mitigate. Ensure that renewable energy solar facility development is conducted appropriately to avoid, minimize, or mitigate the impacts from such development on the social, economic, visual, and environmental resources of the County.
MER-2.2	Solar Energy Development Areas (SEDA). The County shall maintain a Land Use Diagram of areas where utility scale and commercial scale solar facilities may be appropriate (SEDA Map).
MER-2.3	SEDA Land Inventory. As illustrated, the total acreage that may be developed for utility and commercial scale renewable energy solar facilities within each SEDA is capped; and the amount of megawatts that may be generated within each Solar Energy Group is capped (small scale and community scale solar energy facilities are excluded from the caps).



<table>
<tr><th>Policy Number</th><th>Policy Description</th></tr>
<tr><td></td><td>Total Allowable Developable Acreage per Solar Energy Development Area and Total Allowed Megawatt Development per Solar Energy Group:
<table>
<tr><th>Solar Energy Group</th><th>Solar Energy Development Area</th><th>Total Allowable Capacity (MW)</th><th>Total Allowable Developable Area (acres)</th></tr>
<tr><td rowspan="6">Western*</td><td>Laws</td><td></td><td>120</td></tr>
<tr><td>Owens Lake</td><td></td><td>1,500</td></tr>
<tr><td>Rose Valley</td><td></td><td>600</td></tr>
<tr><td>Pearsonville</td><td></td><td>600</td></tr>
<tr><td>Owens Valley Study Area</td><td></td><td>1,500</td></tr>
<tr><td>Western Solar Energy Group Total</td><td>250</td><td>1,500</td></tr>
<tr><td rowspan="2">Southern</td><td>Trona</td><td></td><td>600</td></tr>
<tr><td>Southern Solar Energy Group Total</td><td>100</td><td>600</td></tr>
<tr><td rowspan="3">Eastern</td><td>Charleston View</td><td></td><td>2,400</td></tr>
<tr><td>Sandy Valley</td><td></td><td>600</td></tr>
<tr><td>Eastern Solar Energy Group Total</td><td>500</td><td>3,000</td></tr>
<tr><td colspan="4">MW = megawatts
*The Western Solar Energy Group includes four Solar Energy Development Areas (SEDAs) – Laws, Owens Lake, Rose Valley, and Pearsonville – and the Owens Valley Study Area which is not a SEDA. The Owens Valley Study Area has been identified for potential development equaling the total allowable capacity for the Western Solar Energy Group. The SEDAs or Owens Valley, or a combination may be developed to not exceed the total allowable capacity of 250 megawatts based on transmission availability or 1,500-acres.</td></tr>
</table></td></tr>
<tr><td>MER-2.6</td><td>Avoid, Minimize, or Mitigate Impacts. The County shall work with renewable energy solar developers and other agencies to avoid, minimize, or mitigate impacts to the social, economic, visual, and environmental resources of the County from renewable energy solar facility development.</td></tr>
<tr><td>MER-2.7</td><td>Dust Control. The County shall work with renewable energy solar developers to ensure that dust creation during the construction and operations of a renewable energy solar facility are avoided to the extent practicable.</td></tr>
<tr><td>MER-2.8</td><td>Reclamation Planning. The County shall work with renewable energy solar facility developers to provide and implement a reclamation plan to return the site of each project to pre-project conditions or another appropriate state (i.e., native, reuse, etc.). The reclamation plan shall include financial assurances, such as bonding, for the cost of decommissioning, reclaiming and re-vegetating (if required) each renewable energy solar facility including removal of all equipment and accessory structures related to the facility, including but not limited to PV panels, mounting posts, substations, electrical infrastructure, transmission lines, operations and maintenance buildings, appurtenant energy storage facilities and other accessory structures.</td></tr>
<tr><td>WR-3.5</td><td>Sustainable Renewable Energy Solar Development. The County shall require renewable energy solar facility development to incorporate measures to minimize water consumption and use of potable water and encourage the use of reclaimed water and/or practices that do not require water during construction, the life of the facility, and during reclamation.</td></tr>
<tr><td>WR-3.6</td><td>Sustainable Water Practices. Renewable energy solar facility development proposed in the Laws and Sandy Valley SEDAs shall be required to show that the proposed project will be water sustainable.</td></tr>
</table>

Policy Number	Policy Description
WR-3.7	Charleston View. Projects proposed in Charleston View shall be water sustainable and shall require project applicants to purchase and retire water rights along the same flow path for the water that will be used for the project (construction and maintenance) at a minimum of a 1 to 1 ratio.
VIS-1.8	Renewable Energy Solar Development, Light and Glare, Night Skies. The County shall encourage siting, orientation and screening to avoid, minimize or mitigate significant changes to the visual environment from renewable energy solar facility development during construction and operations including avoiding or minimizing light and glare, and impacts inconsistent with Death Valley National Park's International Night Skies designation.
VIS-1.10:	Old Spanish Trail Highway. Provide for setbacks, siting, orientation, screening and buffers, on a project by project basis, to avoid impacts to views of the Old Spanish Trial Highway located in the Charleston View SEDA.

Source: Inyo County 2015

The Project Developed Area includes all equipment and accessory structures related to the solar facility, including the solar arrays, mounting posts, a substation, electrical infrastructure, a portion of the gen-tie, an O&M building, and accessory structures. To meet the requirements of the REGPA and the Charleston View SEDA (**Table 5-1,** MER 2.3), the Project Developed Area will be no greater than 2,400 acres with a maximum capacity of 500 MW. To date, there are no other renewable energy projects developed or proposed within this SEDA or the Eastern Solar Energy Group.



6 Authorizations, Permits, Approvals, and Reviews

This section summarizes the permits and reviews required for the Project. This includes consultations, applications, and approvals that may be requested for the Project at Federal, State, and local levels.

Table 6-1 summarizes permits and approvals that may be required for Project construction for the portion of the Project in Inyo County. The information in the table is preliminary, informed by the current scope, design, schedule, and construction plan for the Project.

Table 6-1. *Summary of Permits and Approvals for Project Construction*

Name of Permit or Approval	Regulation	Agency
Federal		
Section 106 Consultation	National Historic Preservation Act, Section 106	State Historic Preservation Office (SHPO)/Advisory Council on Historic Preservation
Endangered Species Act (ESA) Section 10 Consultation under the General Conservation Plan for the Desert Tortoise of California	ESA Section 10	US Fish and Wildlife Service (USFWS)
State		
Section 401 Water Quality Certification	Clean Water Act Section 401	Regional Water Quality Control Board (RWQCB)
National Pollutant Discharge Elimination System (NPDES) Construction General Permit	Code of Federal Regulations (CFR) Title 40, Part 122	RWQCB
Lake and Streambed Alteration Agreement (LSAA)	California Fish and Game Code Section 1600	California Department of Fish and Wildlife (CDFW)
Incidental Take Permit (ITP)	California Endangered Species Act (CESA) Section 2081 for ITP or Section 2080.1 for Consistency Determination	CDFW
Local		
Inyo County Land Use and Development Authorization Renewable Energy Development Agreement (REDA)	California Environmental Quality Act (CEQA)	Inyo County
Authority to Construct and Permit to Operate	GBUAPCD Rule 200	Great Basin Unified Air Pollution Control District
Well and Septic Permits	Inyo County Code Title 7	Inyo County Environmental Health Department
Building and Grading Permits	Inyo County Code Title 14	Inyo County Building and Safety Department



7 Project Components

A general site layout is provided as **Figure 7-1.**

- Solar energy is converted from photon energy to direct current (DC) electrical energy via the semi-conductor material in the PV cells that are the heart of any PV system.
- The PV modules (PVMs) are mounted on rows of metal racking systems, which automatically rotate the modules to track the path of the sun from sunrise to sunset each day. The Project would use these tracking support systems as it improves the energy output and requires fewer modules compared to fixed racking systems, and therefore less impact to the site, to provide an increased amount of contracted energy to the utility.
- The racking system is supported from the ground by approximately 4-inch diameter steel posts, which are driven into the existing soils to a depth of approximately 8 feet by means of a hydraulically driven pile hammer. The steel post diameter and depth are subject to change per the final Project design. After construction, the disturbance to the soils is limited to the cross-sectional area of these standard steel posts.
- The groups of PVM rows, along with the associated electrical cable connections equipment, comprise the Project PV arrays.
- The PV arrays are connected to the inverter stations, which convert the renewable direct current (DC) energy into alternating current (AC) electricity. The inverters are connected to medium voltage transformer units (one for each inverter station), to step up the voltage output from the inverter to a level and configuration that is compatible with the input voltage of the main power transformer.
- The output from each of these medium voltage transformers is gathered via underground wiring (the electrical collection system), combined in electrical switchgear equipment, and connected to the main power transformer located at the Project substation.
- The main power transformer steps up the medium voltage to a level and configuration that is compatible with the grid voltage (i.e. interconnection voltage). The electrical energy output from main power transformer is transmitted to the delivery point through an overhead transmission line (Gen-tie), which interconnects the system via a switchyard to the existing electrical grid.
- Measurement, monitoring, safety, and control of the electrical operation is conducted by a plan Supervisory Control and Data Acquisition (SCADA) system. This system of energy measurement devices, weather monitoring, industrial computers, network communications, and equipment interfaces allows system operators to safely operate the electrical generation facility and to monitor, optimize, and control the system for the most efficient operation possible.
- The Project arrays would be secured from the general public by perimeter fencing and locked gates designed for emergency vehicle access. Perimeter fences and gates are typically 6 or 7 feet high with or without barbed wire as agreed with the Authority Having Jurisdiction (AHJ) and in accordance with insurance underwriter requirements.
- Electrical substation and high voltage infrastructure would be protected and secured in accordance with the National Electric Safety Code (NESC) to prevent unauthorized personnel from gaining access to energized equipment.



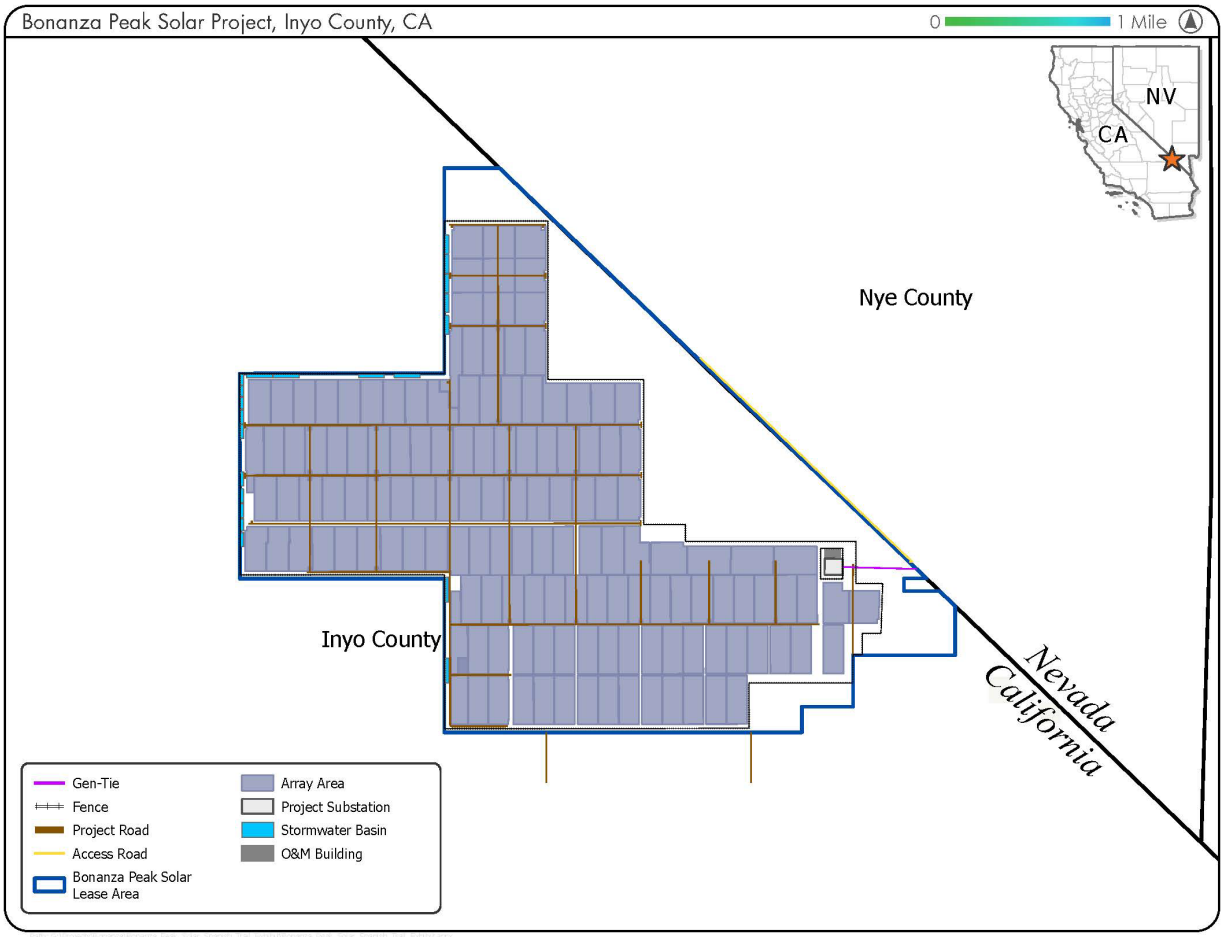
- Within each Project array, gravel service roads would provide access for O&M, and for emergency response vehicles in case of medical or other incidents at the site. These roads would be used for construction of the Project.
- O&M facilities typically comprise an O&M building for site personnel and shipping containers and/or shade structures for storage of spare parts and materials. The O&M building is equipped with lighting and Heating, Ventilation, and Air Conditioning (HVAC) services to provide a comfortable working environment and suitable conditions for SCADA equipment and computers. This facility may have workstations for technicians while on the Project Area. Storage facilities (for spare PV modules, electrical and electronic components, and other supplies) may have interior lighting and ventilation but are typically not environmentally controlled.

7.1 Photovoltaic Modules (PVM) and Arrays

The Project would utilize bifacial solar modules; a sufficient quantity of solar modules would be installed for a total potential capacity of approximately 500 MWac power. PV modules are shipped in International Organization for Standardization (ISO) containers to the Project site by ship, train, and truck.



Figure 7-1. *Site Layout*



7.2 Typical Solar Tracker and Actuator

The solar tracker racking and actuators work to maintain PVM angle toward the sun (**Figure 7-2**). These devices change the orientation of the arrays throughout the day to follow the sun's path to maximize energy production. The solar trackers would rotate on one axis moving from east to west each day and returning to a stow position each night. In case of high winds, the control system automatically moves the modules to the stow position to minimize wind loads on the racking and support system. The solar trackers would be powered by motors and would be directed by an actuator that responds to the sun's direction. The use of solar trackers would increase electricity production by between 15 and 20 percent as compared with modules at a fixed angle. An example of a solar tracker on a PVM array is shown on **Figure 7-3**.

Figure 7-2. *Solar Tracker and Actuator*



Figure 7-3. *PV Module Tracking*



7.3 Tracking Mounting

The PVMs would be mounted onto corrosion resistant metal tracking structures which are anchored into the ground via steel posts of standard industry shapes and design. Posts would be driven to the depth required by structural loads and geotechnical conditions, using a vibratory ram or other specialized equipment. The array layout would be arranged in a linear pattern (**Figure 7-4** and **Figure 7-5**) as allowed by shading, topography, and other environmental constraints.

Figure 7-4. *Tracking Mounts and Installation*



Figure 7-5. *Tracking Mounts and Installation*



7.4 Power Conversion Stations (PCS)

PCS comprise inverters, step-up transformers, and ancillary electrical protection and control equipment (**Figure 7-6**). PCS convert DC electricity produced by PVMs to medium voltage alternating current (AC) electricity, typically 34.5 kV. PCS may be prefabricated off-site on metal or concrete skids (platforms), along with the associated electrical panels, enclosures, and other equipment necessary for correct operation (**Figure 7-6**). These PCS are typically delivered on flatbed trucks and set by a crane on foundation piers or alternatively may be assembled on concrete pads within the Developed Area.

Figure 7-6. *Typical Inverter Station*



7.5 Electrical Collection and Delivery System

Each PCS would transform the power generated by each inverter unit to medium voltage that is compatible with main power transformer voltage input. Transformers may be dry type, or liquid dielectric, PCB-free (polychlorinated biphenyl). The dielectric fluid would be either natural ester (derived from renewable vegetable oils), synthetic ester, or mineral oil. These fluids are generally accepted as non-hazardous to the environment and do not require secondary containment.

Each PCS would be connected via electrical switchgear to an electrical collection system, which would deliver the energy to combining switchgear. The collection system would be installed in accordance with the NESC, with underground cables run in trenches. Fiber optic communications networks would also run underground, generally in the same trenches as the electrical collection system.

7.6 Electrical Substation

The Project is planned to step up the collection system voltage to the interconnection system voltage through a Project substation. The substation would be within the Developed Area fence line. Substation equipment would include main power transformers, circuit breakers, metal-enclosed or open-air switchgear, disconnect switches, bus bars, safety grounding and lightning protection system, and a transition structure to the overhead gen-tie that would connect to the Trout Canyon substation and associated transmission line. Substation structures would be approximately 150 - 170 feet per NESC requirements for system voltages of 35 to 500 kV and local authority requirements. The Project substation would be fenced and secured in accordance with North American Electric Reliability Corporation (NERC), NESC, and AHJ requirements.

7.7 Access Roads and Connector Roads

Primary construction traffic to the Project would originate from Nevada Route 160 to Tecopa Road/Old Spanish Trail Highway, then turn north onto Zircon Street for approximately 0.25 mile before entering the Project Area. This portion of Zircon Street for construction access requires a 26-foot travel width with 2-foot shoulders and a gravel road base to a depth as required by the Fire Code Standards and Geotechnical Report recommendations. Operational period traffic would also utilize Nevada Route 160 and Tecopa Road, but during operations, one of two potential access points would be used; Option #1 would be off of Tecopa Road and Gold Street and Option #2 would be off of Tecopa Road and Zircon Street. Existing public roads would remain open to the public during construction.

New service roads would be constructed within the Developed Area along electrical collector line corridors to support Project construction and operation. The number and length of roads would be minimized to the extent possible to reduce surface disturbance. Such maintenance roads would have a permanent travel width of 16 feet and 2-foot shoulders with a gravel road base to a depth as required by the Fire Code Standards and Geotechnical Report recommendations. These service roads would be used during construction to facilitate delivery of components, installation, and wiring, and for scheduled and unscheduled (repairs) maintenance access during operations. All public roads outside of the fenced Developed Area would remain publicly accessible, but fencing would be placed along the public roads to prevent unauthorized access to the facility.

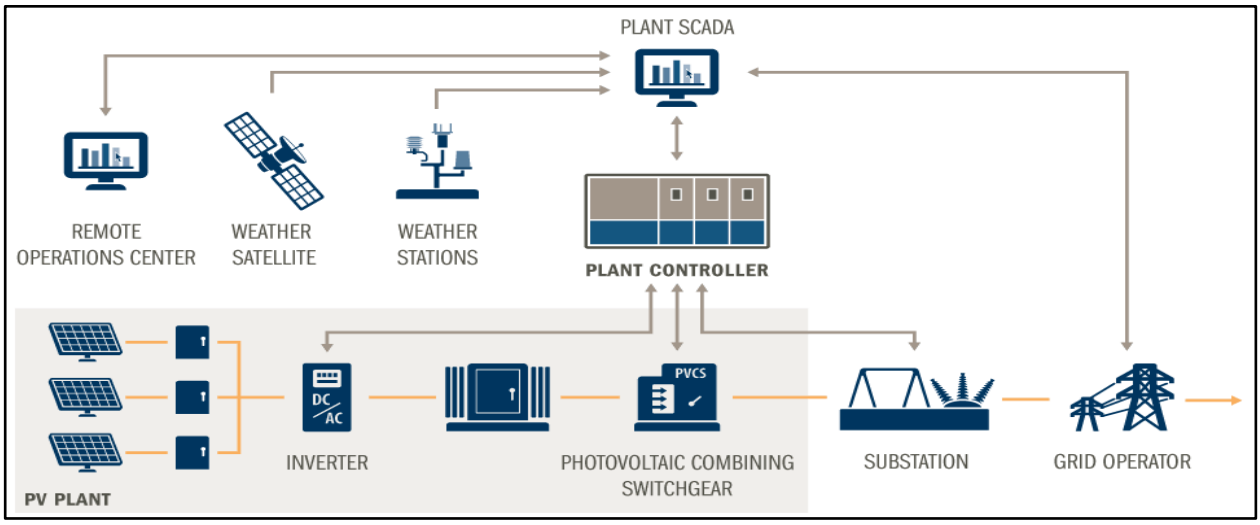
7.8 SCADA System and Fiber Optic Communications

The Project would include a SCADA system to collect operating and performance data from the Project and to provide for remote operation of the facility. The PVMs, PCSs, meteorological (MET) stations, etc. would be linked to a central computer in the O&M facility building and to remote operations center by a fiber optic network (onsite) and cellular, telephone, microwave, or satellite communications (off-site) via a lattice construction microwave tower located near the O&M building. The fiber optic cables used for SCADA communication would be buried with the electrical distribution system in a trench carrying the electrical collection lines to the O&M building.



The SCADA system would interface with the local utility grid operations to allow the utility to monitor plant operations and to disable Project output in case of safety or grid-operation requirements. A system architecture diagram of a typical SCADA system is provided in **Figure 7-7**.

Figure 7-7. *Typical SCADA System*



7.9 Meteorological Station

MET stations would be installed at the Project at various locations. The MET stations instruments are typically mounted on a 10- to 15-foot high approximately, tubular steel tower with guy wires, and a small concrete foundation as depicted in **Figure 7-8**. The MET stations would be located in the interior of the Project PV arrays to accurately measure conditions within the solar arrays and connected to the SCADA system to collect data for analysis and system monitoring.

Figure 7-8. *MET Station (Photo: Nor-Cal Controls 2024)*



7.10 Water Supply

Water for construction and operations will be sourced from one or more existing private groundwater wells and/or a new well permitted by Inyo County within the Applicant's lease. Water rights adequate to support the annual water requirements for construction (Section 8.10) and operations (Section 9.7) are within the land lease held by the Applicant. The identification of Project water supply wells will be determined upon well testing; all Project water supply wells will be reviewed and approved by the Inyo County Environmental Health Department and all appropriate permits will be obtained.

7.11 Operations and Maintenance Facility

For operations, the Project would include a single or double wide, approximately 2,000 square-foot pre-manufactured O&M building with electric power and lighting, plumbing and sanitation, and HVAC services. Up to 12 unpaved parking spaces including Americans with Disabilities Act (ADA) requirements would be included adjacent to the building. The building would provide a conditioned environment for the safety and health of O&M personnel. Plant monitoring and control equipment (SCADA) may also be installed within the O&M building, or in a separate freestanding insulated and conditioned enclosure.

The O&M building would be located close to the main Project Area entrance, and may be installed on a concrete pad foundation, or on a driven pile foundation, subject to soil conditions. Potable water would be from a well on the Project Area. A permitted septic system and/or tile field (if permitted) would be installed for wastewater treatment and disposal. A commercial power service and meter would provide power to the switchgear and O&M facilities. If a commercial power service is not available, then the Project may utilize a 175 kW generator for the construction trailers and the well pumps.

Up to twelve (12) 40-foot ISO shipping containers would be required for solar and electrical spare parts storage, fitted out with racking and interior and exterior lighting. Storage containers may be installed on sleepers on compacted native earth, or on a gravel base to ensure drainage and accessibility in inclement conditions.

7.12 Temporary Construction Facilities

The Project would have approximately 50 acres of temporary construction facilities that would include secured areas for receiving and storing Project materials (staging areas), water storage ponds, and four to five temporary construction trailers. The construction trailers are intended for construction day use only for office use, as well as a site safety location; approximately 50 people will be using these trailers during construction working hours, which will be locked at the end of each work day. Approximately 500 amps of temporary electrical service would be obtained through a meter installed on a local power line. Sanitation facilities will consist of exterior porta-johns or trailers that contain porta-johns. Workers will bring their own workday food, or a food truck may be provided. This area will include parking for work trucks and personal vehicles for the construction crews. Solid waste generated at the trailers and throughout the site will be hauled and disposed of at a permitted facility by a licensed waste removal contractor approved by the County.

All temporary construction facilities are tentative; these locations would be refined throughout the Inyo County permitting and final design process. These construction facilities would be used throughout the construction period and would then be decommissioned in accordance with the Project's Reclamation Plan, final graded to remove ruts and other disturbances, and then treated with a CDFW seed mix.

7.13 Electrical Collection Lines and Switchyard Interconnection

The power produced by the Project would be generated by the PV modules and collected within the PV arrays via medium voltage (34.5 kV) collection lines. The medium voltage connection lines will carry the generated electricity to the Project substation using a typical overhead or underground cable arrangement at 34.5 kV voltage level.

At the Project substation, this power would then be converted to high voltage (230 kV). The power would be carried between the Project substation and the Trout Canyon substation, located approximately nine miles to the northeast via a 230 kV high voltage overhead gen-tie line.



The high voltage gen-tie transmission line layout and configuration would be designed to accommodate constraints associated with utility easements and any other existing easements. The transmission line would consist of support pole structures, electrical power conductors, fiber optic communication lines and a lightening protection wire above. The overhead transmission pole structures would be approximately 150 to 170 feet tall, depending on terrain and ROW configuration. Structure design for the proposed Project would adhere to all Federal Aviation Administration (FAA) and International Civil Aviation Organization (ICAO) regulations.

The Project has also committed to design and construct the gen-tie line in accordance with appropriate Avian Power Line Interaction Committee (APLIC) guidelines in an effort to avoid avian electrocutions and minimize collision potential.

7.13.1 Gen-tie Line Access Roads

Construction would require access by service vehicles, ground augers, cranes, and trucks carrying the new power poles, conductor wires, and other equipment via temporary access roads. Temporary roads would be developed using a bushwhacker to remove tall brush, while leaving plant root structures to the extent possible. Minimal grading may be needed to remove any localized impediments to passenger and construction vehicles and equipment.

Permanent access along the gen-tie line would consist of a compacted native surface road that should not be traveled more than once per year and only for inspection and possible cleaning or repair. Therefore, the grounds below the gen-tie line would not be substantially altered from their current conditions. Minimal grading would occur to remove any localized impediments for passage by 4-wheel drive utility service trucks. No altering of existing major grades, installation of road base or gravel, or other major ground disturbance for access roads within the Project Area should be required.



8 Construction

8.1 Preconstruction Activities

Preconstruction activities would include a topographical survey and civil survey to delineate the following: PVM array boundaries, O&M facility location, access roads, temporary use areas, stormwater features, and the gen-tie line route. Pre-construction wildlife clearance surveys would be conducted within appropriate time windows.

8.2 Geotechnical Investigations and Testing

A geotechnical investigation and accompanying report were previously completed for the Project Area in 2021. According to the report, soils in the Project Area range from silt to gravelly sand. The report provides recommendations on design and methods for solar array and substation foundations that should be considered prior to construction. These recommendations would be reviewed and incorporated into relevant construction plans prior to the start of construction. Additional geotechnical information may be gathered to supplement the 2021 data, if needed.

8.3 Schedule

Construction of the Project would be accomplished by multiple construction crews specializing in various construction components. The overall construction period is estimated to be approximately 18 months and may occur over two phases. Construction would be initiated as soon as January 2027. Construction would occur Monday through Friday, 7:00 am to 6:00 pm, unless project schedule demands require a temporary extension of those hours.

8.4 Work Force

Employment during construction may range up to 450 workers depending on the phase of construction. Workers will commute by private vehicle to the site each workday, most likely from cities and towns in Nevada such as Pahrump, located approximately 25 miles from the Project Area, and Las Vegas, located approximately 60 miles from the Project Area, due to availability of housing; camping or staying in recreational vehicles will not be allowed on site or in the local area per Inyo County Code 14.04.040 (Habitation Restrictions). Carpooling to and from the site each workday will be encouraged, which would reduce the number of daily commuter vehicle trips. However, the maximum number of 450 one-way vehicle trips was analyzed. Workers will utilize the construction trailers during the workday for office use and site safety briefings; these trailers will be locked at the end of each workday. Workers will bring their own workday food, or a food truck may be provided. Sanitation facilities for the workers will consist of exterior porta-johns and/or sanitation trailers.



Preconstruction surveys include survey crews, utility workers for local station power, supervisors, and engineers. Site preparation and fencing would commence when environmental restrictions are cleared. Workers would be provided with training on potential environmental restrictions and best practices. The Applicant would use qualified local and non-local contractors/subcontractors according to the equipment and personnel needs of the Project.

8.5 Transportation

A list of vehicles and equipment that would likely be used during construction is provided in **Table 8-1.**



Table 8-1. *Vehicles and Equipment Used for Project Construction*

Activity	Equipment	
Road Construction	Bulldozer Motor Grader Drum Packer Dump Truck/Belly Dump Trucks Gannon Tractor	Water Truck Rubber Tire Backhoe Excavator Scraper
Electrical Work, Station Construction	Backhoe, Bulldozer Cable Spool Truck Concrete Truck Excavator Gannon Tractor Water Truck	Trencher Materials/Waste Transportation Truck Auger Rig Fork Truck to Offload Spools Bobcat
Solar Array Assembly and Erection	Fork Truck Hydraulic Crane Water Truck	Materials Transportation Truck Vibratory Pile Driver
Project Cleanup	Dump Truck Front-end Loader Dozer	Motor Grader Materials/Waste Transportation Truck
Daily Construction Traffic	Full-size Pickups, FedEx, United Parcel Service, and Other Delivery Trucks	Gators, Buses

Trucks transporting Project components and construction materials would access the Project Area from Nevada Route 160 to Tecopa Road and then north on Zircon Street for approximately 0.25 mile before entering the Project Area. The Applicant estimates that 96,125 vehicle trips (60,045 passenger/service truck trips and 15,830 large diesel trucks) and trailer trips would be needed during the construction phase of the Project. There would be undeveloped construction parking for approximately 300 vehicles.

In general, oversized trucks would not be used to transport PVM components to the Project Area but may be required to deliver the main power transformers. It is not anticipated that any road improvements beyond adding a gravel road base to Zircon Street would be needed to accommodate delivery and construction traffic along public roads and highways. The REDA with Inyo County will contain information on road maintenance and restoration that the Applicant will be required to fulfill.

Equipment and material hauling would be performed in a manner to prevent damage to areas outside the Project and minimize interference with existing land use activities. Transportation and construction contractors would obtain all necessary permits for transportation-related elements of the Project from the California Department of Transportation (Caltrans) and Inyo County. A Traffic Management Plan would be drafted to ensure safety and minimize impacts on traffic flow in the vicinity of the Project.

Routine vehicle and equipment maintenance activities would be performed off-site or within the material storage, staging and laydown areas. Broken-down vehicles or equipment would be trucked or towed off-site for repair.

A Habitat Restoration and Integrated Weed Management Plan would be developed in coordination with environmental permitting agencies, to minimize potential impacts from the introduction and spread of



noxious and invasive weeds due to vehicles entering the construction areas. Best management practices would be employed to reduce the likelihood of the introduction of non-native invasive plant species.

8.6 Fencing

A 6- to 7-foot-high security perimeter fence topped with 1-foot of barbed wire would surround the solar arrays and along public roads within the Project Area. New fence lines would be established at the edges of the Project. There would be lockable double swinging security gates constructed at these locations, with access provided to emergency service providers. The facility fences and gates would be marked with the emergency contact information in accordance with Federal, State, and local emergency providers' requirements.

Per the USFWS General Conservation Plan for the Desert Tortoise of California, during construction, the Project would follow the USFWS's most recent protocol for construction of fencing and gates to exclude desert tortoises. The specifications of the perimeter fencing and gates would be designed under consultation from the USFWS and CDFW.

8.7 General Construction Methods

8.7.1 Vehicles and Equipment

Construction vehicles and equipment would include earthmoving equipment, including but not limited to loaders, various-sized bulldozers, graders, shovels, and backhoes; delivery trucks and semi-tractors; welding rigs, generators, and compressors; and light-duty support vehicles. **Table 8-1** lists specific types of equipment anticipated to be used during construction of the Project.

Per the USFWS General Conservation Plan for the Desert Tortoise of California, the Project would require that all workers, contractors, and all other participants in the activity check under their vehicles or equipment prior to moving them when they are in areas where desert tortoises are likely to be active. All jurisdictional waters within the construction area will be staked as exclusion areas; no vehicle traffic or other activity will occur within these areas.

8.7.2 Clearing and Grading

Site preparation of vegetated areas would involve minimal cutting, leaving part of the shrub and the root structure intact to minimize soil disturbance and reduce potential impacts to desert tortoise. Details pertaining to vegetation management during construction will be included in the Project's Vegetation Management Plan. Minimal grading would occur within the Project Area, primarily at the substation and O&M building site, plus the interior Project roads along electrical collection line corridors. Clearing and grading of these areas (approximately 69 acres of the total 2,400-acre Developed Area [3 percent]) would be accomplished using a standard bulldozer, grader, or other similar earthmoving equipment. Twenty-one unlined sediment (stormwater) control basins totaling approximately 20 acres would be graded and cleared along the Project boundaries outside of the Project fence to capture stormwater and sediment leaving the



site. These features would be approximately 2 feet deep, range in dimensions up to 95 feet by 670 feet, and would be allowed to revegetate.

Grading would require that affected areas are reseeded after construction is complete, if not covered by gravel roads or equipment foundations. Regrading and revegetation techniques from short-term and permanent disturbance would be provided in a Stormwater Pollution Prevention Plan (SWPPP).

Temporary access to the construction areas would occur by driving over existing vegetation and creating temporary access routes over crushed vegetation; no clearing and grading would be required. This construction method would minimize disturbance of soils and vegetation.

8.7.3 Temporary Material Storage, Staging, Laydown Areas

Temporary material storage, staging, and laydown areas would be established within the Project's fenced areas to store components and to facilitate construction activities. The storage, staging, and laydown areas would be used to store office trailers, for parking of construction and personal vehicles, storage of construction equipment, and temporary staging and laydown for construction materials. The storage, staging, and laydown areas would be reclaimed following construction.

8.7.4 Fueling Stations

Fueling stations would be established within the Project Area to service construction vehicles. Diesel aboveground fuel tanks would be located at the Project material storage, staging, and laydown areas for vehicle and equipment fueling. Each fuel tank would be located within a temporary secondary containment berm, would be equipped with a spill kit, and would be operated consistent with the Project's Hazardous Materials and Waste Management Plan.

8.7.5 Temporary Construction Water Storage Ponds

It is anticipated that two temporary water storage ponds would be needed during construction. Each construction water storage pond would hold approximately 100,000 gallons, would be lined with a plastic and/or rubber liner, and would have a slight pitch to the corner closest to the transfer pump. Ponds would be filled as necessary from a Project well according to water demands. Their locations would be identified upon a more detailed Project design. Any surface water discharge would comply with water quality and sediment management regulations.

8.7.6 Access and Connector Roads

Construction of the Project would require the construction of new roads within electrical collection corridors to provide access for employees and equipment. Access roads would provide permanent vehicle access throughout the construction, O&M, and decommissioning phases of the Project to the arrays, substation, O&M facility, and the MET towers.



The general road design criteria for the perimeter road and roads to facilities would include the following specifications:

- Roads would have gravel road base and a travel width of 16 feet and 2-foot shoulders and be sloped to match existing grades.
- Approximately 25-foot radius at road centerline.
- Approximately 35-foot radius at minimum or as dictated by the Fire Code Standards at road corners.
- Road base with gravel surface, as dictated by the Fire Code Standards or geotechnical report recommendations, which will also serve to reduce fugitive dust.
- Design speed: Approximately 15 miles per hour.

Where access roads would cross existing underground utilities (if identified) the crossing sites would be designed to be protective of the underground utilities. Access road construction would begin with site preparation. The service and maintenance access roads would be scarified and compacted with water bars installed as necessary. Road construction can also start with rough grading and leveling of roadways. Water bars would be cut across roads as needed to allow for natural drainage of water over the road surface and to prevent road washout. Water would be applied by tanker truck to all Project roads up to six times per workday to control fugitive dust.

After construction, all areas exhibiting soil disturbance would be surveyed for the presence of noxious weeds. Noxious weed control would be performed onsite during construction according to the specifications defined in the Project's SWPPP.

8.7.7 Facility Foundations

Foundations for inverter stations would be driven steel I-beams with a steel skid structure over concrete pads and poured in place over prepared soils. Foundations/pads for other buildings or equipment, such as the substation and O&M building, would consist of a concrete base, poured in place over prepared soils.

8.8 Solar Arrays

The PVM arrays would be assembled and erected at each array site. The PVMs and array frames would be delivered to the specific site, offloaded, and assembled using forklifts and physical labor. The PVM offloading and assembly area would utilize PVM array roads.

Support poles for the PVM tracker units would be galvanized steel piles driven directly into native soil.



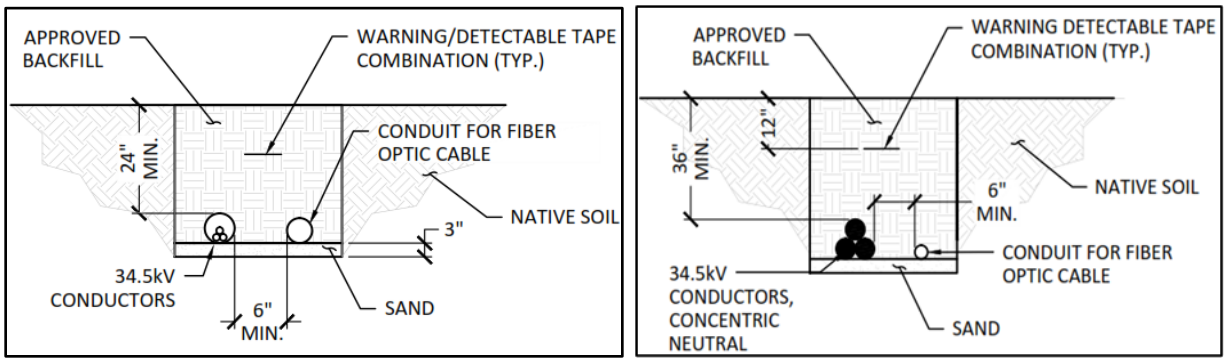
8.8.1 Electrical Distribution System

Electrical distribution system cables for each circuit would be buried in trenches. In locations where two or more sets of underground lines converge, underground vaults and/or pad-mounted switch panels would be used to tie the lines together into one or more sets of larger feeder conductors.

After final grading, the electrical collection system trenches would be reclaimed using seed mixtures and techniques identified in the Project's Decommissioning and Site Reclamation Plan.

Dimensions as shown in **Figure 8-1** are indicative and will be customized based on site-specific requirements in compliance with the code standards.

Figure 8-1. *Electrical Collection System Trench Design*



8.8.2 Substation

Construction of the substation would include:

- Clearing and grubbing the site.
- A grid around the switchgear site and installing a grounding grid. Steel-copper ground rods would be driven into the ground at key locations and bonded to the ground grid.
- Constructing concrete foundations for switchgear equipment designed for the soil conditions at the switchgear site (concrete would be trucked to the site from the nearest acceptable commercial concrete batching plant).
- Installing switchgear components, including circuit breakers, metal-enclosed switchgear, disconnect switches, relays, battery and charger, surge arrestors, AC and DC supplies, control house, SCADA, and grounding and associated control wiring.
- Installing a secondary perimeter fence, if needed, and surfacing the yard with crushed rock.

The substation would be equipped with an outdoor motion-activated 'full cutoff' lighting system and safety signs as required by national electric and safety codes.

8.9 Gen-tie Line

8.9.1 Vehicles and Equipment

Table 8-2 lists specific types of equipment anticipated to be used during construction of the gen-tie line.

Table 8-2. *Vehicles and Equipment Used for Gen-tie Line Construction*

Activity	Equipment	
Electrical Work, Station Construction	Backhoe, Bulldozer Cable Spool Truck Winch / Spool Truck Boom Truck Fork Truck to offload spools Man-lift Bucket Truck	Trencher Materials/Waste Transportation Truck Auger Rig Cranes Excavator

8.9.2 Clearing and Grading

The gen-tie line corridor would not be substantially altered from the current condition. Light grading would be executed to remove any localized impediments to passage by 4-wheel drive utility service trucks. No altering of existing major grades, installation of road base or gravel, or other improvements should be required.

8.9.3 Temporary Material Storage, Staging, Laydown Areas

Temporary material storage, staging, and laydown areas would be established within the gen-tie line construction ROW to store components and to facilitate construction activities if needed. Otherwise, a laydown area could be used. The storage, staging, and laydown areas would be used for parking of construction and personal vehicles, storage of construction equipment, temporary staging and laydown for construction materials, and fueling. The storage, staging, and laydown areas would be reclaimed following construction as per the Decommissioning and Site Reclamation Plan.

8.9.4 Gen-tie Line Construction

Each gen-tie line structure would require the installation of foundations, which are typically drilled concrete piers. First, holes would be excavated for each structure. The holes would be drilled using a truck-mounted excavator equipped with augers of various sizes depending on the diameter and depth requirements of the hole to be drilled.

If the pole requires a concrete foundation, then concrete would be placed to fill the hole with reinforcing steel bars and anchoring bolts. Typically, concrete would be delivered directly to the site in concrete trucks with a capacity of up to 10 cubic yards.



The towers would be brought to the site on tractor trailer flatbeds and offloaded to the temporary laydown area within the Project Area or in the construction ROW of the gen-tie line. The structure would then be assembled and fitted with cross-arms, supports, insulators, etc., as needed by final designs. Assembly would be facilitated onsite by a small truck-mounted crane. Subsequent to full or partial assembly, the entire or the lower portion of the structures would be lifted onto the foundation using a large crane designed for erecting towers. The crane would move along the ROW as towers are erected. Helicopters will not be utilized.

The gen-tie line would consist of three power conductors, communications (fiber optic) below the power conductors, and possibly a lightning protection wire above. Pulleys and winch trucks would be used to install the powerlines, and ground and communication cables to their final positions and tensions.

8.10 Water Use During Construction

Construction of similar, utility-scale PV solar projects on more temperate desert sites (with temperatures below 100 degrees Fahrenheit) spanning up to 1 square mile have typically entailed the use of approximately 20 water truck fill-ups per day—each carrying 5,000 gallons (approximately 0.015 acre feet [AF])—during summer periods. For such projects, total water use generally ranged between 0.1 and 0.2 AF per acre annually.

The proposed Project Area, however, is located in a hotter and drier climate and therefore will require additional water. To account for the increased water need, it is conservatively assumed that 0.3 AF will be required for each acre of ground-disturbing activity annually.

The proposed Project has an estimated construction water demand of 723 AF per year, based on the 2,400-acre Developed Area plus 10 acres associated with the gen-tie corridor in California. Therefore, the 18-month construction period would require a total of 1,085 AF of water.

8.11 Testing and Calibration

After construction, systems, controls, and safety equipment would be calibrated and tested before being placed in service. Qualified technicians and mechanical and electrical experts and electricians would test and inspect solar components, transformers, communications systems, switchgear, and interconnection systems to ensure that they comply with required specifications and are working properly.

8.12 Postconstruction and Revegetation

The final phase of construction is cleanup and restoration of areas disturbed by construction but not required for facility operations. Areas that have been temporarily disturbed by grading or other earthmoving activities would be restored to the preconstruction contours of the land to the extent possible and consistent with future operating needs. Work may consist of re-contouring areas, establishing vegetation, and applying mulch to provide additional erosion control. Ungraded areas disturbed only by overland travel would be assessed in coordination with Inyo County to determine if restoration is needed for recovery of the area.



Temporary disturbance areas would be revegetated using seed mixtures and techniques developed in consultation with Inyo County or CDFW.

Noxious and invasive weed control would continue onsite during the restoration process. Active management after initial seeding would help ensure the success of the revegetation process.

Upon completion of construction and restoration, fences and other previously existing structures would be reestablished to as good a condition or better than that existing at the start of site preparation and construction activities.

8.13 Health and Safety Program

Construction activity, personnel onsite, and worker travel could potentially have impacts on health and safety during the approximately 18-month construction period. However, in general the Project would have minimal impacts on fire, medical, and law enforcement services. Photovoltaic solar facilities are not generally associated with fire risk. During both construction and operations, the plans and procedures described in the following sections would serve to greatly reduce the chances that medical and law enforcement services would be required.

Prior to the start of construction, the Applicant would conduct a safety assessment to identify potential safety issues and to develop measures that would be employed to mitigate them. Potential safety issues include site safety and security, worker on-site and off-site (travel) injuries, fire control, safe work practices, heavy equipment transportation, and traffic management. A health and safety program would be developed to protect both workers and the public during Project construction, including a site-specific Emergency Response Plan and Health and Safety Plan with guidelines and procedures.

8.13.1 Site Safety and Security

The Project would post warning signs along the Project access roads from Nevada 160 to the Project Area boundary informing the public of construction activities, warning of increased vehicles and potential wide loads on the roads, and directing that the public does not enter the site. For areas where public safety risks could exist and site personnel would not be available 24/7 to control public access (such as excavated foundation holes and electrical distribution system trenches), warning signs and temporary fences or flagging would be erected. Fencing also may be installed around material storage, staging, and laydown areas, which would be locked after each work day. Other areas determined to be hazardous or where issues of security or theft are of concern also may be fenced. Temporary fencing around unfinished excavations and other potential hazards typically would consist of a high-visibility plastic mesh or red/yellow danger tape. The Applicant also may use security guards, cameras, and/or additional fencing, if necessary, to protect public health and safety and Project facilities. Public safety assistance would be expected to come from the Inyo County Sheriff's Office, Shoshone Substation. Per the Sheriff's Office, response time from the Shoshone Substation to the Project site would be approximately 30-40 minutes.

The site-specific Health and Safety Plan is provided to all workers and is available electronically and in hard copy on site. It is generally reviewed and updated at least annually and all changes are communicated to



workers. The purpose of the plan is to provide compliance with Health and Safety federal, state and local requirements, Project and site-specific concerns, and the EPC's corporate Health and Safety guidance. Site safety procedures would address a zero-injury safety policy, responsibilities and roles of personnel, health and safety for subcontractors, worker safety orientation and training, severe weather conditions, and accident/incident reporting procedures. The site safety procedures would also outline employee safe work programs, including drug and alcohol policies, hazardous materials, fire protection, respirator use and maintenance, confined workspaces, and potential work hazards such as blood-borne pathogens, electrical hazards, and environmental dangers.

8.13.2 Emergency Response

An Emergency Response Plan provides information and instructions to guide site managers, workers, and first responders in preparing for, and safely responding to, an incident, fire, or other emergency associated with the solar facility and appurtenant systems. The Emergency Response Plan includes the general hazards and nearby exposures related to construction and operations, as well as detailed information including but limited to the Incident Command System, safety, staging areas, site access, lock box access, and water supply. The EPC contractor must have a qualified health and safety individual at the construction trailer from construction start to completion. This individual must be EMT trained. The construction trailer must contain a first aid kit and a defibrillator.

Emergency response procedures would include emergency recognition and prevention, organization and personnel responsibilities, emergency alerting procedures, maps and diagrams of the facilities, incident documentation, investigation responsibilities, and post-emergency activities. Specific emergency response procedures for medical, severe weather, power outages, and other situations would also be addressed. It is expected that emergency medical response would typically come from Pahrump, Nevada, located 28 miles (30-40 minutes) from the Project Area. Additionally, workers would be trained in access routes and other emergency preparedness, which would assist in reducing impacts related to response times.

Emergency response procedures would be included in a Health and Safety Plan. The Applicant would be responsible for implementing emergency procedures during the course of the Project.

8.13.3 Fire Management and Protection Plan

Fire prevention and suppression procedures would be provided in the Emergency Response Plan and would address potential fire sources and appropriate safety and fire prevention measures. Project-specific fire sources could include vehicle exhaust systems, fueling operations, smoking, electrical work, and onsite flammable liquid storage. Fire suppression, emergency preparedness, and emergency notification and follow-up procedures would be addressed, and other measures such as carrying fire extinguishers and shovels would be incorporated into the procedures. Fire response could come from the Southern Inyo Fire Protection District in Tecopa (25 miles/30-40 minutes), from a new fire station in Charleston View (completion date to be determined), or from Pahrump, Nevada.



8.13.4 Traffic Management Plan

Traffic management and transportation procedures would be included in the Traffic Management Plan. Traffic management procedures would be designed to minimize potential hazards from increased truck traffic and worker traffic and to minimize impacts to traffic flow in the vicinity of the Project. The procedures would present Project-specific information on traffic and circulation in the Project Area, truck traffic volumes, traffic situations, areas of congestion, and special traffic concerns such as the location of school bus routes, and specific traffic management measures including informational signs, flaggers when equipment blocks throughways, and traffic cones to identify any temporary changes in lane configuration.

Transportation procedures would address issues specific to transporting Project components, as well as construction equipment, including but not limited to trucks, loaders, various-sized bulldozers, shovels and backhoes, welding rigs, generators, and compressors. Equipment and material hauling would be performed in such a manner as to prevent damage to areas outside the Project and to minimize interference with existing uses of lands crossed.

The transportation procedures would describe regional and local access routes and affected roadways, traffic volumes, pavement conditions, and traffic mitigation measures. The procedures would describe travel routes for construction materials, current and predicted traffic volumes for construction access routes, and BMPs for handling traffic along these transit routes during Project construction. The procedures would also identify the processes for complying with any state requirements.

8.13.5 Grounding

Grounding equipment would be installed at the Project substation, PV racking systems, combiner boxes and inverters. Each transformer also would be grounded to protect equipment and personnel. The Project substation would include a below grade grounding grid.



9 Operation, Monitoring, and Maintenance

After construction, onsite personnel would operate and maintain the Project. Public access would be restricted to protect public safety and prevent vandalism.

9.1 Work Force

Operation of the solar energy facility would require approximately six to ten full-time employees. The operations workforce would include off-site facility managers, administrative support, SCADA instrument and PVM technicians, and other monitoring and maintenance personnel. There would be no on-site housing. The majority of the employees would be full-time throughout the anticipated life of the Project. During the first several years of Project operations (the warranty period), additional personnel employed by the component manufacturer(s) may be onsite conducting equipment performance monitoring and calibration. Seasonal workers will be onsite to support vegetation management as needed.

9.2 Operation and Maintenance Activities

Routine maintenance of the PVM arrays would be necessary to optimize performance and to detect potential malfunctions. O&M procedures would be established that define specific routine PVM array maintenance and inspection activities based on the PVM manufacturer's recommendations.

Transformers and inverter units would be maintained as part of normal O&M activities. Periodic inspection and/or maintenance of underground electrical collection lines may be required during the life of the Project. These activities would be conducted pursuant to prudent utility practices. Switchgear maintenance activities would include routine, scheduled equipment maintenance, grounds keeping, and emergency maintenance in the event of equipment failure. Switchgear maintenance would be performed by Project personnel or approved contractors. Inoperative PVMs would be repaired, replaced, or removed in a timely manner.

Once temporary reclamation is complete and vegetation is stable following construction, noxious weed surveys would continue on an annual basis. Routine maintenance would include weed monitoring and treatment that would be outlined in the SWPPP.

9.3 Products Used for Monitoring and Maintenance

The Project would utilize a meter on a local power line for power during the operational phase. Should the local power source be unavailable, the Project may utilize a 20-kW propane generator for service power.

No new raw materials would be routinely required for Project operation, once each phase of construction is completed and commercial operation is achieved. Materials brought onto the site after commercial operation is achieved would be limited to those required for O&M, repair or replacement of components, systems or structures necessary for continued safe and reliable operation.



Materials typically used for O&M of the Project may include mineral or biodegradable transformer dielectric fluids, natural or synthetic oils as lubricants, cleaning agents, and herbicides for weed control. These materials, some of which may be classed as hazardous, would be stored in small quantities (less than 50 gallons) securely at the O&M facility. Batteries, for switchgear tripping or uninterruptible power supplies (UPS) for SCADA or computers may include materials classified as hazardous, depending on the specific type of energy storage technology utilized.

Hazardous materials use, storage, and disposal would be in accordance with the Project's Hazardous Materials and Waste Management Plan and would comply with applicable local, state, and federal environmental laws and regulations. The plan identifies hazardous materials that would be used, stored, or transported and establishes inspection procedures, storage requirements, storage quantity limits, inventory control, non-hazardous product substitutes, and disposal of excess materials. The plan also identifies requirements for notices to federal and local emergency response authorities and includes emergency preparedness and response plans, including spill response. Accidental releases of hazardous materials would be prevented or minimized through proper containment of these substances during transportation to the site, storage onsite, and use. Hazardous waste would be removed and disposed of off-site in an appropriately permitted disposal facility.

Hazardous substances or hazardous wastes that are oils or mixed with oils are subject to Spill Prevention, Control, and Countermeasure (SPCC) rule requirements and would be managed according to a Project SPCC Plan for Project O&M. The SPCC Plan would be supplemented by other plans, as necessary, describing control and response procedures for other hazardous materials or wastes regulated by the Resource Conservation and Recovery Act and not included in the SPCC Plan.

The Project Hazardous Materials and Waste Management Plan would also identify the waste streams expected to be generated at the site and address solid waste determination procedures, waste storage locations, waste-specific management and disposal requirements, inspection procedures, and waste minimization procedures. Disposal of liquid and solid waste produced during operation of the solar energy facility would be done so as not to impact human health and the environment.

9.4 Site Security

The facility requires security during the operations phase. A permanent fence would be installed around the Developed Area. The typical fence profile is 6- to 7-feet of 2-inch cyclone mesh, with two to three strands of barbed wire above the cyclone. The finished fence is standard for most electrical installations and is required by National Electric and National Safety Codes to prevent unauthorized personnel from gaining access to energized components. The specifications of the perimeter fencing and gates would be designed under consultation from the USFWS and CDFW.

The Project also would be marked with warning and no trespassing signage on fences, gates, and electrical equipment. All gates, access doors, and ports would be locked at all times.



9.5 Lighting Plan

All site lighting will comply with Inyo County's Outdoor Lighting Ordinance (Title 18.79). The O&M facility and substation would have motion-activated, downward pointing/full cutoff nighttime lighting (designed to limit upward light pollution or across Project boundaries) to minimize effects on dark night skies. The lights within the O&M facility would be installed on the exterior of the O&M building and the storage shipping containers. This lighting may also be placed at gates or other locations to provide additional security. Electricity for the lighting would be provided by the local utility via a commercial meter.

9.6 Gen-tie Line

The gen-tie line would be inspected periodically as required, for conductor soiling, corrosion or oxidation, operating temperatures, physical damage, etc.

9.7 Operational Water Needs

Solar panel washing is not anticipated. The main water demand components for the operational phase of the Project consists of water use associated with the O&M building. The estimated total annual water use during operations is approximately 0.014 AF per year over the life of the Project. This water would be obtained from an existing well or a new well permitted by Inyo County. Drinking water will also be supplied via a 5-gallon cooler dispenser in the O&M building.



10 Decommissioning

The Applicant is seeking a 50-year REDA for the Project on private land in Inyo County. At the end of the Project's useful life, the solar arrays and gen-tie line would be decommissioned and dismantled, and some components would be recycled or re-used. While it is possible that the Applicant may want to work with Inyo County to repower the site at some point in time, repowering is beyond the scope of this Project. Project decommissioning would be completed, including reclamation, in compliance with all applicable federal, state, and local requirements on or before the REDA expiration date. The Project's Reclamation Plan would provide specific details as to how decommissioning would be accomplished and would be based on a final layout.

10.1 Facility Decommissioning

Decommissioning is a systematic deconstruction process that would involve removal and off-site recycling, reuse and disposal of the infrastructure and associated facilities within the solar energy facility. Many of the activities involved with Project decommissioning are similar to those performed for Project construction.

In general, decommissioning of the Project would involve disassembling the PVM arrays and associated infrastructure and salvaging valuable equipment, such as PVM array steel, electric components, and materials such as steel and copper. The Applicant would attempt to salvage economically recoverable materials and to recycle solar energy components for future uses. Unsalvageable materials would be disposed of at authorized locations. Associated infrastructure, including conductors, cables, poles, and roads would be removed unless otherwise allowed by Inyo County to remain in place. Demolition or removal of equipment and facilities would meet applicable environmental and health regulations.

Following the removal of Project facilities, the site would undergo final cleanup and reclamation as would be detailed in the Decommissioning and Site Reclamation Plan. Concrete foundations would be removed to 3 feet below grade and reseeded as appropriate. Areas disturbed during removal of Project features would be restored and rehabilitated as near as possible to their preconstruction condition and would be available for the same uses that existed prior to construction of the Project.

10.2 Gen-tie Line Decommissioning

Similar activities would occur with the decommissioning of the gen-tie line. The electrical lines and structures would be removed using trucks and cranes and would be moved to a designated laydown area. The electrical power conductors would be removed from the poles and recycled, as would the metal poles and lattice structures. Any material deemed hazardous or unusable would be trucked off-site using tractor trailer flatbeds and disposed of at authorized locations. If foundations are utilized for metal structures, they would be removed to a minimum of approximately 3 feet below the surface. All foundation holes would be refilled, compacted, and reseeded as appropriate. The unimproved service and maintenance route along the corridor would be scarified, compacted, water bars would be placed if and where necessary to prevent



erosion, and the route reseeded in accordance with the County approved Decommissioning and Site Reclamation Plan.



11 References

Inyo County. (2002). Inyo County General Plan: Land Use and Conservation/Open Space Elements. Diagram 29. Charleston View. Available at: https://www.inyocounty.us/sites/default/files/2020-02/Landuse%20Diagrams.pdf

Inyo County. (2015). Inyo County Renewable Energy General Plan Amendment: Final Errata to the Final Program Environmental Report. Available at: https://www.inyocounty.us/sites/default/files/2020-04/FinalREGPA33015.pdf

Lumby, B., & Miller, A.J. (2011). Utility scale solar power plants: a guide for developers and investors. Photo of Utility Scale Photovoltaic System. Available at: https://api.semanticscholar.org/CorpusID:107545014

Nor-Cal Controls. 2024. Homepage: Photo of MET station. Available at: https://norcalcontrols.net/met-stations/



Appendix V

Bonanza Peak Energy Project
Mitigation Summary

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MEMO

TO	Cynthia Draper and Cathreen Richards, Inyo County
FROM	Sarah Willbrand
DATE	15 October 2026
REFERENCE	0838701
SUBJECT	Bonanza Peak Energy Project Mitigation Summary

1. INTRODUCTION

Bonanza Peak Solar, LLC, a subsidiary of Hanwha Renewables, (Applicant) has worked closely with Inyo County, the California Department of Fish and Wildlife (CDFW), and the U.S. Fish and Wildlife Service (USFWS) throughout project planning to avoid, minimize, and mitigate impacts to special-status species and protected water features as a result of the Bonanza Peak Energy Project (Project). This memorandum summarizes the process of determining appropriate mitigation for the Project and also provides a summary of the status of the plans that the Applicant has prepared in coordination with the CDFW and USFWS (agencies).

2. MITIGATION FOR SPECIAL-STATUS SPECIES AND SENSITIVE RESOURCES

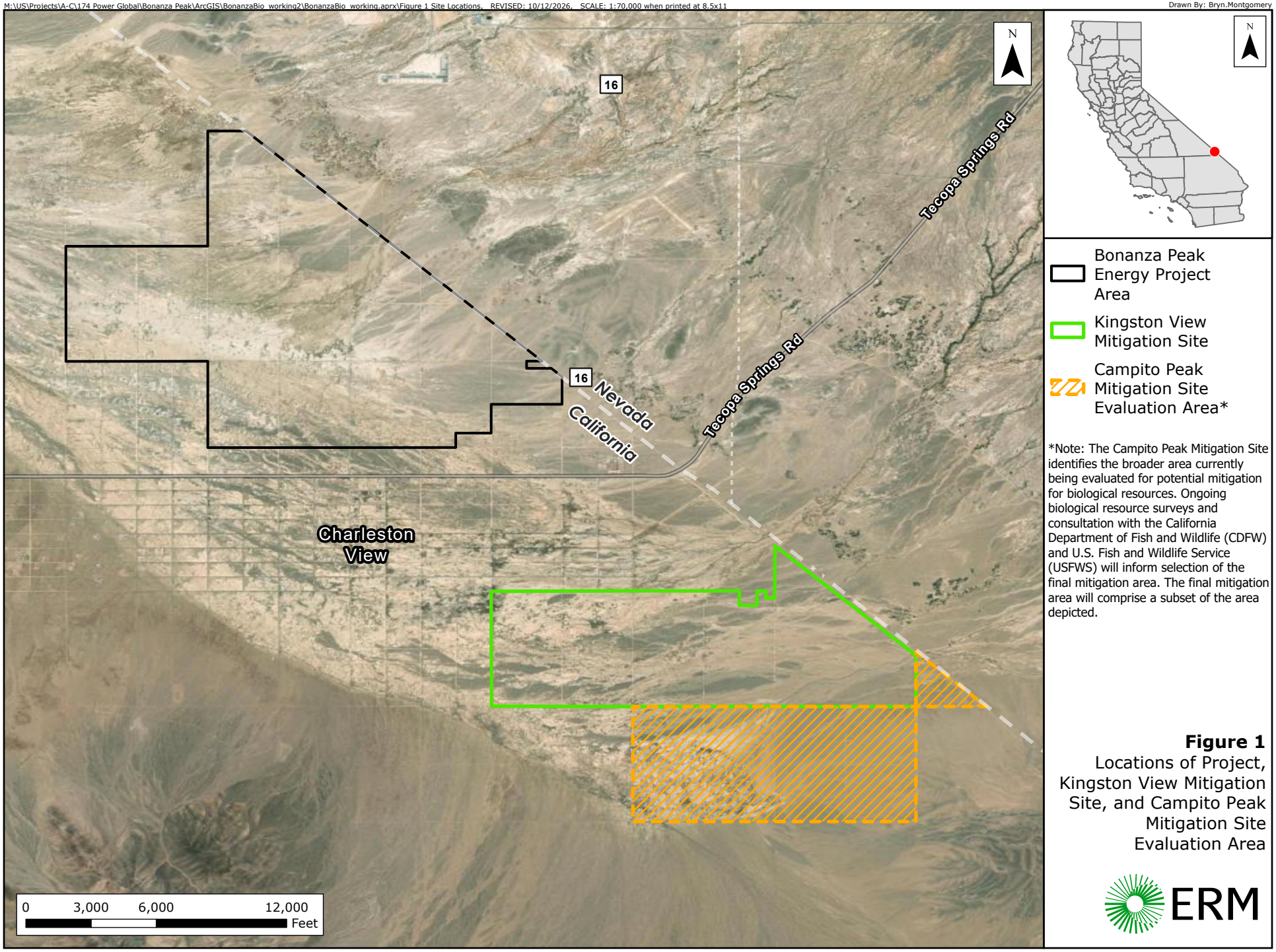
The approximately 2,400-acre Project area (**Figure 1**) supports waters of the State, the federally and state-listed desert tortoise (*Gopherus agassizii*), the state candidate species burrowing owl (*Athene cunicularia*), the state candidate species LeConte's thrasher (*Toxostoma lecontei*), and eight special-status plants[1] that are either protected under the California Desert Native Plants Act or that have California Rare Plant Ranks. The Applicant has coordinated with Inyo County regarding the implementation of the biological mitigation measures described in the Renewable Energy General Plan Amendment (REGPA) Final Environmental Impact Report (EIR); the CDFW to obtain an Incidental Take Permit under the California Endangered Species Act; and the USFWS to obtain an Incidental Take Permit under the federal Endangered Species Act.

[1] Mojave yucca (*Yucca schidigera*), silver cholla (*Cylindropuntia echinocarpa*), pencil cholla (*Cylindropuntia ramosissima),* beavertail cactus (*Opuntia basilaris* var. *basilaris*), Torrey's ephedra (*Ephedra torreyana*), Preuss' milk-vetch (*Astragalus preussii* var. *preussii*), Tidestrom's milk-vetch (*Astragalus tidestromii*), and honey mesquite (*Neltuma odorata*)

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M:\US\Projects\A-C\174 Power Global\Bonanza Peak\ArcGIS\BonanzaBio_working2\BonanzaBio_working.aprx\Figure 1 Site Locations, REVISED: 10/12/2026, SCALE: 1:70,000 when printed at 8.5x11

Drawn By: Bryn.Montgomery



Bonanza Peak Energy Project Area

Kingston View Mitigation Site

Campito Peak Mitigation Site Evaluation Area*

*Note: The Campito Peak Mitigation Site identifies the broader area currently being evaluated for potential mitigation for biological resources. Ongoing biological resource surveys and consultation with the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) will inform selection of the final mitigation area. The final mitigation area will comprise a subset of the area depicted.

Figure 1
Locations of Project, Kingston View Mitigation Site, and Campito Peak Mitigation Site Evaluation Area

ERM

As detailed in **Attachment A**, the original Project design included development within the area now proposed as part of the Kingston View mitigation site. Kingston View is 1,859 acres and is located approximately 2 miles southeast of the Project Area (**Figure 1**), within the same regional desert tortoise recovery landscape and ecological setting. Biological surveys documented high-quality habitat, live desert tortoises at above-average densities, numerous suitable burrowing owl burrows, and numerous ephemeral drainages and watercourses/active floodplains. Based on these findings, the Applicant concluded that development would result in unavoidable impacts to valuable habitat and sensitive resources and therefore relocated the Project to an alternative site (the current Project location), preserving Kingston View for mitigation.

Subsequent surveys show that Kingston View also supports habitat suitable for LeConte's thrasher and contains native plant communities that support the special-status plant species present in the Project area. Permanent conservation of these habitats will protect native desert ecosystems and the species that depend on them.

Through coordination with the agencies during the permitting process, which included a review of the biological resources studies prepared for Kingston View, the required mitigation acreage was determined using agency-approved methodologies that considered habitat type, habitat quality, and species occurrence. These methodologies resulted in a mitigation package sufficient to compensate for the approximately 2,400 acres of Project impacts and to satisfy the mitigation requirements established by CDFW and USFWS. Because Kingston View only comprises 1,859 acres and 2,400 acres of suitable mitigation land were required, the Applicant has identified a property to the immediate south of Kingston View, called Campito Peak (**Figure 1**),[2] which is currently under option for the Applicant to lease or buy. The Applicant is continuing to coordinate with the agencies and is currently conducting biological surveys on this approximately 2,000-acre site to determine which approximately 600 acres would provide the greatest ecological value (based in part on habitat quality, contiguity, and regional connectivity) for the special-status species and aquatic resources to be mitigated. The final Kingston View and Campito Peak mitigation properties will provide contiguous high-quality habitat that will be preserved and maintained in perpetuity to offset Project impacts. The Applicant is ahead of the typical project mitigation timeline, having already identified and secured mitigation lands, which are generally obtained later in the permitting process.

In addition to preserving these mitigation sites, the Applicant will implement agency-required avoidance and minimization measures during construction and operation. These measures include pre-construction surveys, biological monitoring, worker environmental awareness training, species-specific protection measures, and compliance with all applicable permit conditions, as outlined in the Project's biological studies and permit documents.

[2] In Figure 1, the larger Campito Peak area under consideration is labeled as the "Campito Peak Mitigation Site Evaluation Area." However, only approximately 600 acres of this area will be used as the final Campito Peak mitigation site.

3. BIOLOGICAL RESOURCES PLANS REQUIRED BY THE REGPA FEIR

The Applicant is preparing and implementing the biological resources plans listed in **Table 1** to comply with the REGPA EIR and to support applications for incidental take from the CDFW and USFWS. Additional plans addressing non-biological resource areas are being developed as well.

TABLE 1. PLANS PREPARED BY THE APPLICANT TO BE IMPLEMENTED FOR THE PROJECT

Plan Name	REGPA EIR Mitigation Measure(s) Requiring Plan	Responsible Agency	Status
Desert Kit Fox and American Badger Management Plan	BIO-17	Inyo County	Complete (incl. agency approval)
Avian and Bat Protection Plan	BIO-3, BIO-8, BIO-9, BIO-12, BIO-18	Inyo County, CDFW, USWS	Addressing agency comments
Raven Management Plan	BIO-6	Inyo County USFWS, CDFW	Complete (incl. agency approval)
Desert Tortoise Translocation Plan	BIO-6	Inyo County USFWS, CDFW	Addressed agency comments; waiting for final agency approval
Habitat Restoration, Revegetation, and Weed Management Plan	AG-3, BIO-3, BIO-22, and CUL-1	Inyo County USFWS, CDFW	Complete (incl. agency approval)
Preliminary Reclamation Plan	BIO-3, CUL-1	Inyo County	Complete (incl. agency approval)
Special-Status Plant Mitigation and Monitoring Plan	BIO-2	Inyo County	In preparation

4. CONCLUSIONS

Through Project redesign, impact avoidance, implementation of mitigation measures, and permanent conservation of the Kingston View and Campito Peak mitigation sites, the Applicant has taken extensive steps to satisfy the mitigation requirements established by CDFW, USFWS, and Inyo County. Since identifying and securing mitigation lands is generally done later in the permitting process, the Applicant is ahead of the typical project mitigation timeline. The Applicant remains committed to implementing all required mitigation measures, permit conditions, and management plans necessary to protect biological resources and ensure long-term environmental stewardship.

ATTACHMENT A MITIGATION SITE SELECTION MEMORANDUM

Mitigation Site Selection Memorandum

Bonanza Peak Energy Project

PREPARED FOR
Bonanza Peak Solar, LLC

DATE
2 June 2026

REFERENCE
0756349



SIGNATURE PAGE

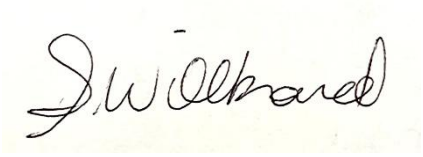
Mitigation Site Selection Memorandum

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ACRONYMS AND ABBREVIATIONS

Acronym	Description
AMM	avoidance and minimization measure
Applicant	Bonanza Peak Solar, LLC
CDFW	California Department of Fish and Wildlife
ERM	Environmental Resources Management, Inc.
MCV	*Manual of California Vegetation*
Project	Bonanza Peak Energy Project
USFWS	United States Fish and Wildlife Service

1. INTRODUCTION

Bonanza Peak Solar, LLC (Applicant) proposes the Bonanza Peak Energy Project (Project) in Inyo County, California (**Appendix A, Figure 1**). The Applicant refined the Project through an iterative process informed by multi-year biological and aquatic resources surveys. These surveys improved the Applicant's understanding of the presence, distribution, and habitat quality for sensitive wildlife species and jurisdictional aquatic features within the Project region, including the federally and state-listed desert tortoise (*Gopherus agassizii*), the state candidate burrowing owl (*Athene cunicularia*), and waters of the State.

Early survey results identified high-quality desert tortoise habitat and a relatively high concentration of desert tortoise sign, as well as the presence of numerous jurisdictional aquatic features within portions of the initially proposed Project footprint. In response, the Applicant redesigned and relocated the Project to avoid these sensitive biological and aquatic resources to the extent practicable. Additional biological surveys also evaluated the suitability of the Project Area for burrowing owl use, including the presence and density of potential burrows and the surrounding open habitat conditions that support foraging and nesting behavior. Aquatic resources delineations and field assessments also characterized the extent, function, and condition of jurisdictional features.

This document provides the basis for the Applicant's proposed desert tortoise, burrowing owl, and waters of the State mitigation strategy. Specifically, it describes:

- How desert tortoise survey results directly informed Project siting and resulted in the selection of a separate mitigation property originally considered for development.
- The substantially higher habitat quality and desert tortoise density present at the mitigation site relative to the Project Area, as well as habitat features indicative of high suitability for burrowing owl use, including abundant burrow availability and intact open desert conditions.
- The presence of a substantial number of aquatic features at the mitigation site, including waters of the State, that are similar to, and in some cases in better condition than, those identified within the Project Area.
- The suite of avoidance and minimization measures (AMMs) that will be implemented in the Project Area to further reduce impacts desert tortoise, burrowing owl and jurisdictional aquatic features, including pre-construction surveys, biological and environmental compliance monitoring, and resource-specific protective measures.

Together, these factors support a mitigation and impact minimization approach that is biologically meaningful, reduces potential effects to waters of the State, and contributes to the long-term conservation of high-quality habitat for listed species. This approach is consistent with applicable state and federal resource agency guidance and preserves habitat and hydrologic features that support ecological function and long-term landscape suitability.

2. BACKGROUND

The initial Project design evaluated development within what is now proposed as the Kingston View property (mitigation site; **Appendix A, Figure 2**), formerly known as Calvada Springs. Desert tortoise surveys conducted in this area documented highly suitable habitat, abundant desert tortoise sign, and live tortoises (Allied Pacific Partners 2023), with an estimated density substantially higher than the average density reported for the Eastern Mojave Desert Tortoise Recovery Unit; additional information is provided in Section 4.2. Surveys also identified numerous burrowing owl burrows and extensive open desert habitat suitable for burrowing owl occupation, indicating comparatively high overall habitat quality for sensitive desert species. In addition, aquatic resource surveys documented numerous aquatic features at the mitigation site, including ephemeral drainages and watercourses/active floodplains, supporting its suitability for mitigation of Project impacts to waters of the State.

Based on these findings, the Applicant determined that development at this location would result in unavoidable impacts to high-value desert tortoise habitat and, accordingly, shifted the Project to an alternate location. Subsequent surveys within the revised Project Area (defined further in Section 3) demonstrated that desert tortoise use was present but generally lower in density and more spatially constrained, occurring primarily along the eastern portion of the Project Area footprint. In response, the Applicant further refined Project siting to avoid these higher-use areas to the extent practicable.

The current Project design is shown in **Appendix A, Figure 3**. The current Project location, described in Section 3 and shown in **Appendix A, Figure 4**, reflects how design refinements avoid the highest documented concentrations of desert tortoise habitat and sign in the Project Area, while reserving the higher-quality mitigation site property for long-term conservation and mitigation.

3. PROJECT AREA DESCRIPTION

The Project Area is bordered by the Pahrump Valley to the northeast; the town of Charleston View, California, 1 mile to the south; the Nopah Range to the west and southwest; and the town of Pahrump, Nevada, 25 miles to the north. The Project Area lies within the U.S. Geological Survey Calvada Springs, Mound Spring, and Stump Spring 7.5-minute topographic quadrangles on predominantly flat, arid, sparsely vegetated, open land in the southern portion of the Pahrump Valley.

Elevations within the Project Area range from 2,560 feet to 2,660 feet above mean sea level. At the Pahrump National Oceanic and Atmospheric Administration weather station (approximately 25 miles north of the Project), average annual temperatures range from 16 to 111 degrees Fahrenheit and annual precipitation averages 4.81 inches (National Weather Service 2024).

3.1 VEGETATION AND LAND COVER

The most abundant *Manual of California Vegetation* alliances within the Project Area are Shadscale Scrub (*Atriplex confertifolia* Shrubland Alliance, 912.2 acres) and Creosote Bush – White Bursage Scrub (*Larrea tridentata – Ambrosia dumosa* Shrubland Alliance, 617.5 acres); together, these two alliances account for more than half of the Project Area (1,529.7 acres of 2,708.4 acres surveyed). Shadscale Scrub is most dominant in the western portion of the Project Area while Creosote Bush – White Bursage Scrub is most dominant in the eastern portion. Desert Globemallow Herbaceous Scrub [*Sphaeralcea* (*ambigua, coccinea, parvifolia*) Herbaceous Alliance] is dominant in the herbaceous layer (195.7 acres of 278.1 acres) and is generally found around the central portion of the Project Area. The western two-thirds of the Project Area is also interspersed with areas of low vegetative cover dominated by noxious weeds such as cheatgrass (*Bromus tectorum*) and saltlover (*Halogeton glomeratus*) (Stantec 2025a).

Existing development and disturbed areas within the Project Area include dirt roads and abandoned buildings (Stantec 2025). Other anthropogenic impacts include off-highway vehicle tracks, trash, and evidence of historical cattle grazing in the area (Ironwood 2021; Stantec 2024).

3.2 DESERT TORTOISE IN THE PROJECT AREA

Desert tortoise presence within the Project Area has been evaluated through multiple protocol-level surveys conducted between 2020 and 2025. The results demonstrate that, while desert tortoises are present within the regional landscape, the current Project Area supports relatively low densities of tortoises when compared to documented recovery unit averages and nearby higher-quality habitat. These findings are consistent with the Project's location in a transitional portion of the Pahrump Valley characterized by existing disturbance, invasive species presence, and lower habitat suitability relative to adjacent conservation lands. The following subsections summarize the results of desert tortoise surveys conducted within the Project Area. **Table 1** summarizes the desert tortoise survey results for the Project. **Appendix A, Figure 4** depicts the desert tortoise survey results.

3.2.1 2020 SURVEY

In 2020, one live desert tortoise was identified along Stateline Road, which follows the California/Nevada border. Four *Class 1 Active condition* burrows were identified; these burrows were associated with a live desert tortoise or recent desert tortoise sign. There were 12 *Class 2 Good condition* burrows, which had no sign of recent use, but were intact and free of vegetation and debris. Finally, there were two *Class 3 Deteriorated condition* burrows, which were partially or wholly collapsed. Four desert tortoise carcasses (Class 5) were also identified during the survey, estimated at more than 4 years old, where bones were disarticulated and scattered. Nine other records of sign, including scat, track/dig marks, and pallets (an aboveground, temporary tortoise shelter), were also recorded. The estimated density in the survey area was 0.1 tortoise per square kilometer (km^2), lower than the 1.5 tortoises/km^2 average density in the Eastern Mojave Desert Tortoise Recovery Unit (U.S. Fish and Wildlife Service [USFWS] 2011).

3.2.2 2024 SURVEY

In 2024, two live desert tortoises, both observed in burrows, were identified in the desert scrub habitat within the eastern one-third of the approximately 580-acre survey area. Two additional burrows were also recorded. One burrow appeared to be inactive and the other had signs of being active (e.g., with freshly dug soil). These burrows were most likely associated with the two live tortoises found, given that each was located near one of the occupied burrows and was the same size as the occupied burrows. In addition, surveyors discovered one tortoise pallet that appeared to be actively used and tortoise scat near the burrows. The estimated density in the survey area was 1.6 tortoises/km^2, higher than the 1.5 tortoises/km^2 average density in the Eastern Mojave Desert Tortoise Recovery Unit (USFWS 2011).

3.2.3 2025 SURVEY

No live desert tortoises were observed in the approximately 1,487-acre survey area during the 2025 surveys; however, 24 burrows and one pallet were observed. The estimated density in the survey area was 0 tortoises/km^2, lower than the 1.5 tortoises/km^2 average density in the Eastern Mojave Desert Tortoise Recovery Unit (USFWS 2011).

TABLE 1 SUMMARY OF DESERT TORTOISE SURVEY RESULTS

Survey	Survey Area (acres)	Number of Individuals Observed	Occupied/ Active Burrows (Class 1)	Unoccupied/ Inactive Burrows (Class 2-3)	Total Number of Observed Sign*	Estimated Density (per km^2)
October 2020 (Ironwood 2021)	3,100	1	4	14	31	0.1
May 2024 (Stantec 2024)	580.6	2	3**	1	3	1.6
June 2025 (Allied Pacific	1,487	0	0	16	25	0

Survey	Survey Area (acres)	Number of Individuals Observed	Occupied/ Active Burrows (Class 1)	Unoccupied/ Inactive Burrows (Class 2-3)	Total Number of Observed Sign*	Estimated Density (per km^2)
Partners 2025)						
Eastern Mojave Desert Tortoise Recovery Unit (USFWS 2011)						1.5

Notes:
* Includes observations of burrows and other sign including carcasses, scat, tortoise tracks, and pallets.
** Two of the active tortoise burrows were most likely associated with the observed individuals.
km^2 = square kilometer

3.3 BURROWING OWL IN THE PROJECT AREA

Incidental sightings of burrowing owl and burrowing owl sign in the Project Area were documented during the desert tortoise surveys described in Section 3.2. In addition, breeding-season burrowing owl surveys were completed between March and June 2025 in accordance with California Department of Fish and Wildlife (CDFW) guidance (CDFW 2012). The following subsections summarize the burrowing owl observed within the Project Area. **Table 2** summarizes the burrowing owl observations for the Project. **Appendix A, Figure 5** depicts the burrowing owl survey results.

3.3.1 INCIDENTAL OBSERVATIONS

Burrowing owls and their sign were observed during the desert tortoise surveys conducted for the Project as follows:

- 2020 survey: Abundant burrowing owl sign (e.g., burrows, pellets, whitewash, tracks) was identified in the Project Area (Ironwood 2021). In addition, two live individuals were observed in the Project Area.
- 2024 survey: One live individual near a burrow complex was observed in the far western part of the Project Area (Stantec 2024).

3.3.2 2025 SURVEYS

Four burrowing owls (two living burrowing owls and two carcasses) were detected during the breeding-season surveys, but no pairs or breeding activity were observed. Two burrowing owl individuals were observed in or near the Project Area (Stantec 2025b). In March, one was observed flying from an active burrow complex in the western portion of the Project Area. In April, the other was observed near a documented burrow complex just south of the Project Area. In addition, two burrowing owl carcasses were observed in the Project Area. In March, one carcass was observed and was suspected to be the live burrowing owl that had been killed by a prairie falcon (*Falco mexicanus*), a known predator of small birds including the burrowing owl. The other carcass was observed in the central portion of the Project Area.

Numerous potential burrowing owl burrows, as well as burrowing owl sign in the form of whitewash, feathers, pellets, or bones, were also observed within the survey area. A total of 83 unoccupied burrows were documented throughout the Project Area.

As frequent foraging and overall movement was not observed, there were likely no brooding females or young to feed in the territory. However, the presence of territorial burrowing owls, potential burrows, and prey base indicates that breeding could occur during subsequent seasons.

TABLE 2. SUMMARY OF BURROWING OWL SURVEY RESULTS

Survey	Survey Area (Acres)	Number of Live Individuals Observed	Occupied/ Active Burrows	Unoccupied/ Inactive Burrows
October 2020 (Ironwood 2021)	3,100	2	Not collected	Not collected
May 2024 (Stantec 2024)	580.6	1	1 [1]	Not collected
March, April 2025 (Stantec 2025c)	2,400 [2]	2 [3]	2 [4]	83

1. Burrowing owl burrow complex associated with the observed individual.
2. Survey area not including 500-foot buffer and access road.
3. Two carcasses were observed during the survey.
4. Two burrowing owl burrows were likely associated with the observed individuals.

3.4 AQUATIC RESOURCES IN THE PROJECT AREA

Aquatic resource delineations have been conducted within the Project Area on multiple occasions between 2020 and 2025. The following subsections summarize the results of those delineations.

3.4.1 2020 DELINEATION

An aquatic resources delineation was conducted in the Project Area from 26 October 2020 to 30 October 2020 and again from 9 November 2020 to 13 November 2020 (Stantec 2021). No wetland, seeps, or springs were observed in the Project Area. A total of 96 aquatic resource features were mapped totaling 5.714 acres. These features included 92 drainages (2.65 acres), three watercourses (3.04 acres), and one riparian area[1] (0.03 acre). All 96 features were determined to be ephemeral.

3.4.2 2024/2025 DELINEATION

An aquatic resources delineation was conducted in the Project Area from 30 September 2024 to 3 October 2024 and again from 1 May 2025 to 18 June 2025 (Stantec 2025c). A total of 69 aquatic resources were mapped totaling 21.193 acres. These features included 64 ephemeral drainages (1.13 acres) and drainage segments and five watercourses/active floodplains (20.07 acres). No riparian vegetation, wetlands, seeps, playas, or springs were observed.

4. MITIGATION SITE DESCRIPTION

The Applicant proposes to mitigate Project-related impacts to desert tortoise and burrowing owl habitat through permanent preservation and management of the Kingston View mitigation site (**Appendix A, Figure 2**). Notably, this property was originally evaluated as a potential Project development site. However, desert tortoise surveys conducted on the property documented a high density of desert tortoises and exceptional habitat quality (Allied Pacific Partners 2023). In addition, biological surveys identified a high density of suitable natural and opportunistic

[1] This riparian area was associated within one of the ephemeral drainages.

burrowing owl burrows and extensive areas of open, sparsely vegetated desert habitat suitable for burrowing owl use. Three live burrowing owls were observed occupying burrows on the site, further supporting the site's capacity to support burrowing owl occupancy.

Aquatic resource delineation at the mitigation site further identified numerous waters of the State, including ephemeral drainages and associated floodplain features that are representative of the same resource types affected by the Project. These features are distributed across the site and reflect a well-developed desert drainage network, consistent with the hydrologic and geomorphic conditions present in the Project Area.

Based on these findings, the Applicant determined that development at this location would result in unavoidable impacts to high-value wildlife habitat and excluded the property from development, instead designating it for long-term conservation and mitigation purposes.

The mitigation site comprises approximately 1,859 acres and is located approximately 2 miles southeast of the Project Area, within the same regional desert tortoise recovery landscape and ecological setting. Elevations within the mitigation site range from 2,600 feet to 2,750 feet above mean sea level. Although the mitigation site is not located within USFWS-designated desert tortoise critical habitat, it lies within a broader landscape characterized by extensive contiguous undeveloped desert lands. The mitigation site is functionally connected to designated critical habitat areas to the south through intervening federally protected wilderness areas and other conserved lands.

By preserving the Kingston View mitigation site in perpetuity, the Applicant is ensuring long-term protection of high-quality desert habitat that supports sensitive species and aquatic resources, contributes to landscape-scale connectivity, and functions as a biologically important conservation area within the Eastern Mojave Desert Tortoise Recovery Unit.

4.1 VEGETATION AND LANDCOVER

The mitigation site is largely dominated by Mojave scrub vegetation, with creosote bush (*Larrea tridentata*) and burro bush (*Ambrosia dumosa*) throughout the site. Big galleta grass (*Hilaria rigida*), wolfberry (*Lycium andersonii*), common burrobrush (*Ambrosia salsola*), four wing saltbush (*Atriplex canescens*), brittlebush (*Encelia farinosa*), and *Bromus* spp. grass were also present and small dunes within the mitigation site had honey mesquite (*Prosopis glandulosa*). Non-native species included tumbleweed (*Salsola tragus*) at the northern end of the site and salt cedar (*Tamarix* spp.) at the southwest part of the site (Allied Pacific Partners 2023).

4.2 DESERT TORTOISE IN THE MITIGATION AREA

Desert tortoise presence/absence surveys conducted at the mitigation site in October 2023 documented a robust and well-distributed desert tortoise population. Survey results identified 26 live desert tortoises (23 adults and three juveniles), yielding an estimated density of 7.1 tortoises/km² (**Appendix A, Figure 6**). This density substantially exceeds both the regional average density for the Eastern Mojave Desert Tortoise Recovery Unit (1.5 tortoises/km²; USFWS 2022) and the highest density recorded within the Project Area (1.6 tortoises/km² in 2024). The presence of juveniles suggests active recruitment and long-term population viability.

In addition to live tortoises, surveyors recorded 80 desert tortoise burrows, three carcasses, and 26 scats, further indicating sustained use of the site and high habitat suitability (**Appendix A, Figure 6**). Habitat conditions at the mitigation site—including intact Mojave scrub vegetation, soil characteristics suitable for burrowing, and connectivity to surrounding desert lands—support the site's function as high-quality desert tortoise habitat.

Although the mitigation site is not located within USFWS-designated desert tortoise critical habitat, it lies within a broader landscape characterized by extensive contiguous undeveloped desert lands. The mitigation site is functionally connected to designated critical habitat areas to the south through intervening federally protected wilderness areas and other conserved lands (**Appendix A, Figure 7**). Preservation of the mitigation site therefore contributes to maintaining large, uninterrupted habitat blocks and landscape-scale connectivity within the Eastern Mojave Desert Tortoise Recovery Unit.

Because this mitigation site supports desert tortoise densities well above both recovery unit averages and those documented at the Project Area – and because it contributes to the preservation of contiguous, protected desert landscapes – conservation of this property provides a substantially greater biological conservation benefit on a per-acre basis than on-site mitigation or mitigation based solely on land area.

4.3 BURROWING OWL IN THE MITIGATION AREA

Focused burrowing owl surveys were conducted on the mitigation site in September 2025 in accordance with the CDFW Staff Report on Burrowing Owl Mitigation (CDFW 2012). Survey efforts included a habitat assessment and a single-pass reconnaissance non-breeding season survey to evaluate burrow availability, habitat suitability, and evidence of owl use. An additional burrowing owl survey was conducted on the mitigation site in May 2026.

One live burrowing owl was observed during the burrowing owl survey conducted in May 2026. In addition, two live burrowing owls were incidentally observed occupying burrows at the mitigation site during desert tortoise surveys conducted outside the focused burrowing owl survey period (Allied Pacific Partners 2023). Evidence of recent or ongoing burrowing owl use was also documented at 13 burrow entrances, including whitewash and pellets, and numerous additional potential burrowing owl burrows were identified across the site (Stantec 2025b; **Appendix A, Figure 8**). The presence of three live burrowing owls, combined with active sign documented during focused surveys, indicates that the mitigation site supports burrowing owl use and retains the habitat attributes necessary to support occupancy over time.

Observations of prey species, including small mammals, insects, and reptiles, further indicate that the mitigation site provides adequate foraging resources to support burrowing owl presence. Habitat conditions at the mitigation site are well suited for burrowing owls and, in several respects, superior to those within the Project Area. The mitigation site is characterized by extensive open terrain, relatively low vegetation height, and a high density of suitable natural and opportunistic burrows within a Mojave scrub community dominated by creosote bush and burro bush with a diverse mix of native shrubs and grasses. Disturbance levels are comparatively low,

and the mitigation site lacks active development or intensive land use, conditions that are favorable for burrowing owl occupancy and long-term habitat persistence.

In addition, the mitigation site is situated within a broad landscape of contiguous undeveloped desert lands and is connected to numerous federally designated wilderness areas and other protected open-space lands (**Appendix A, Figure 7**). This landscape context supports habitat continuity, reduces edge effects associated with development, and provides increased opportunities for burrowing owl movement, dispersal, and recolonization between suitable habitat patches.

By comparison, while burrowing owls were observed within the Project Area, no more than four individuals were documented during any survey year (Section 3.3), suggesting relatively low population density and more limited habitat extent. Based on the presence of three live individuals, abundance of suitable burrows, evidence of recent use, prey availability, lower disturbance levels, and strong landscape connectivity, the mitigation site represents equal or greater habitat value for burrowing owls than the Project Area, despite the limited number of live observations during focused burrowing owl surveys.

4.4 AQUATIC RESOURCES IN THE MITIGATION AREA

An aquatic resources delineation was conducted at the mitigation site from 23 September 2025 to 25 September 2025 (Stantec 2025d). A total of 48 aquatic resources were mapped totaling 23.24 acres. These features included 46 ephemeral drainages (2.72 acres) and 2 watercourses/active floodplains (20.52 acres). No riparian vegetation, wetlands, seeps, playas, or springs were observed.

The aquatic resources present at the mitigation site are of the same general type as those affected by the Project, consisting entirely of ephemeral drainage features and associated floodplain/watercourse systems typical of the surrounding desert landscape. As such, the mitigation site satisfies the regulatory agencies expectations that compensatory mitigation occur within waters of similar type and functional characteristics as those impacted by the Project. The mapped features exhibit comparable hydrologic regimes, geomorphic expression, and episodic flow-driven processes, indicating functional similarity to the aquatic resources identified within the Project Area.

In addition, the mitigation site supports a high density and distribution of aquatic features across the landscape, with drainages and floodplain features occurring throughout the site rather than being isolated or limited in extent. This pattern reflects a well-developed desert drainage network and provides multiple opportunities for preserving the range of aquatic functions affected by the Project, including conveyance, sediment transport, and ephemeral surface flow connectivity.

From an acreage and feature-based perspective, the mitigation site contains substantially more aquatic resources than would be impacted by the Project. The presence of 48 mapped aquatic features totaling 23.24 acres, including both ephemeral drainages and floodplain features, demonstrates that the site has sufficient capacity to fully offset Project-related impacts to waters of the State. Importantly, both the number of features and the total acreage of similar resource

types exceed those impacted, ensuring that the mitigation approach preserves not only equivalent resource types but also a robust representation of those resources across the site.

5. MITIGATION STRATEGY

5.1 DESERT TORTOISE AND BURROWING OWL

Within California, the Project could temporarily disturb up to approximately 2,400 acres of desert tortoise and burrowing owl habitat during construction and operation. However, permanent habitat loss is limited to approximately 100 acres in California associated with discrete Project infrastructure, such as generation-tie poles, solar array piles, the operations and maintenance building, and the substation. The majority of Project-related effects will therefore be temporary and reversible with appropriate construction controls and site restoration, and will not result in long-term loss of habitat function across most of the Project Area. Following construction, the permanent perimeter fence is proposed to be raised approximately 6 inches above grade, which would allow desert tortoises and other wildlife to move back into and through the Project Area during operations.

To address both temporary disturbance and permanent habitat loss, the Applicant proposes to mitigate impacts through permanent habitat preservation at a conservation ratio of 0.75:1 for total disturbance, and approximately 18:1 for permanent habitat loss. Although the preserved acreage is less than a strict 1:1 land-area ratio, the mitigation site provides substantially greater biological value on a per-acre basis for both desert tortoise and burrowing owl when compared to the Project Area.

For desert tortoise, the mitigation site supports densities approximately 4.5 times higher than those documented in the Project Area. When evaluated on a biological basis—measured by the number of individuals conserved, habitat quality, and long-term landscape function rather than acreage alone—the proposed mitigation provides an equal or greater conservation benefit than a standard area-based mitigation approach.

For burrowing owl, the mitigation site supports extensive areas of suitable habitat characterized by a high density of natural and opportunistic burrows, evidence of recent or ongoing use (including occupied burrows observed during desert tortoise surveys), prey availability, open terrain, and comparatively low levels of disturbance. Additionally, a total of three live burrowing owls were documented at the mitigation site. This combination of documented occupancy, active sign, and strong habitat conditions demonstrates that the site supports burrowing owl use and retains the capacity to support occupancy over time. Given the species' well-documented variability in site occupancy, reliance on habitat features and evidence of use—rather than snapshot population counts—provides a more appropriate measure of habitat value.

In addition, the mitigation site is embedded within a broader network of contiguous undeveloped and protected desert lands, including multiple designated wilderness areas. This landscape context supports habitat continuity and connectivity, reduces fragmentation and edge effects, and enhances long-term habitat resilience for species such as desert tortoise and burrowing owl that rely on large, open desert landscapes and may shift local distribution in response to prey

availability, disturbance, or climatic conditions. Protection of the mitigation site therefore contributes to landscape-scale conservation objectives beyond the immediate mitigation acreage.

In addition to off-site mitigation, the Applicant will implement extensive AMMs at the Project Area, including:

- Pre-construction clearance surveys conducted by authorized desert tortoise biologists and burrowing owl biologists.
- Installation and maintenance of construction exclusion fencing, where appropriate.
- On-site biological monitoring during construction activities.
- Desert tortoise relocation in accordance with USFWS and CDFW guidance where avoidance is not feasible.
- Worker environmental awareness training and vehicle speed restrictions.

These measures are expected to substantially reduce the likelihood of direct take and minimize indirect impacts to desert tortoises and burrowing owls that may occur within or adjacent to the Project Area.

5.2 AQUATIC RESOURCES

For aquatic resources/Waters of the State, the mitigation site is an appropriate mitigation property because it contains the same general resource types affected by the Project and supports a substantial amount of aquatic habitat relative to the anticipated impact area. Aquatic resource delineation at the mitigation site identified 48 aquatic resources totaling 23.24 acres, including 46 ephemeral drainages totaling 2.72 acres and two floodplain features totaling 20.52 acres. These aquatic features are representative of desert drainage systems similar in form and function to those affected by the Project, supporting the site's suitability for compensatory mitigation of impacts to waters of the State. Based on the impact acreages provided for the Project, the mitigation site could provide an approximately 45.3:1 acreage-to-impact ratio for permanent impacts to ephemeral drainages (2.72 acres of mitigation-site ephemeral drainages compared to 0.06 acre of permanent drainage impacts) and an approximately 51.3:1 ratio for permanent impacts to floodplain features (20.52 acres of mitigation-site floodplain features compared to 0.40 acre of permanent floodplain impacts). Based on these acreage comparisons, the mitigation site contains more than sufficient aquatic resources to offset the Project's permanent impacts while preserving aquatic features of the same general type within the same regional desert landscape.

5.3 CONCLUSION

Taken together, the Project's avoidance-driven site selection, implementation of robust AMMs, and permanent preservation of high-quality habitat that supports higher desert tortoise densities, extensive suitable burrowing owl habitat, and substantial aquatic resources constitute a comprehensive and biologically meaningful mitigation strategy. Conservation of the Kingston View mitigation site protects higher-quality habitat for desert tortoise and burrowing owl; preserves numerous aquatic features similar to those affected by the Project, including ephemeral drainages and floodplain features; and contributes to large, connected desert habitat blocks in a manner that is biologically equivalent to, or more effective than, mitigation based solely on acreage.

Accordingly, the proposed mitigation is appropriate, proportional to Project impacts, and consistent with desert tortoise conservation, burrowing owl habitat preservation, and Waters of the State mitigation objectives under applicable CDFW jurisdiction.

6. REFERENCES

Allied Pacific Partners, LLC. 2023. *Desert Tortoise Survey Report, Calvada Springs Solar Project*. December 2023.

Allied Pacific Partners, LLC. 2025. *Tortoise Survey Report, Bonanza Peak Solar Project, Inyo County California*. October 3, 2025.

California Department of Fish and Game. 2012. *Staff Report on Burrowing Owl Mitigation.* Sacramento, California, USA

Ironwood Consulting, Inc. 2021. *Desert Tortoise Survey Report, Bonanza Peak Solar Project, Inyo County, California*. Submitted to Stantec Consulting Services. February 2021.

National Weather Service. 2024. NOAA Online Weather Data. Pahrump, CA. https://www.weather.gov/wrh/Climate?wfo=vef. Accessed December 2025.

Stantec. 2021. *Aquatic Resources Survey Report and Preliminary Jurisdictional Assessment*. Bonanza Peak Solar Project. March 2021.

Stantec. 2024. *Bonanza Peak Solar Project Expansion Area, Desert Tortoise Survey Report.* October 29, 2024.

Stantec. 2025a. *Biological Resources Technical Report*. Bonanza Peak Solar Project. November 2025.

Stantec. 2025b. *Burrowing Owl Habitat Assessment and Protocol Surveys Report*. Bonanza Peak Solar Project. January 2025.

Stantec. 2025c. *Aquatic Resources Survey Report and Preliminary Jurisdictional Assessment*. Bonanza Peak Solar Project. July 2025.

Stantec. 2025d. *Aquatic Resources Survey Report and Preliminary Jurisdictional Assessment for the Kingston View Proposed Mitigation Site*. Bonanza Peak Solar Project. November 2025.

APPENDIX A FIGURES

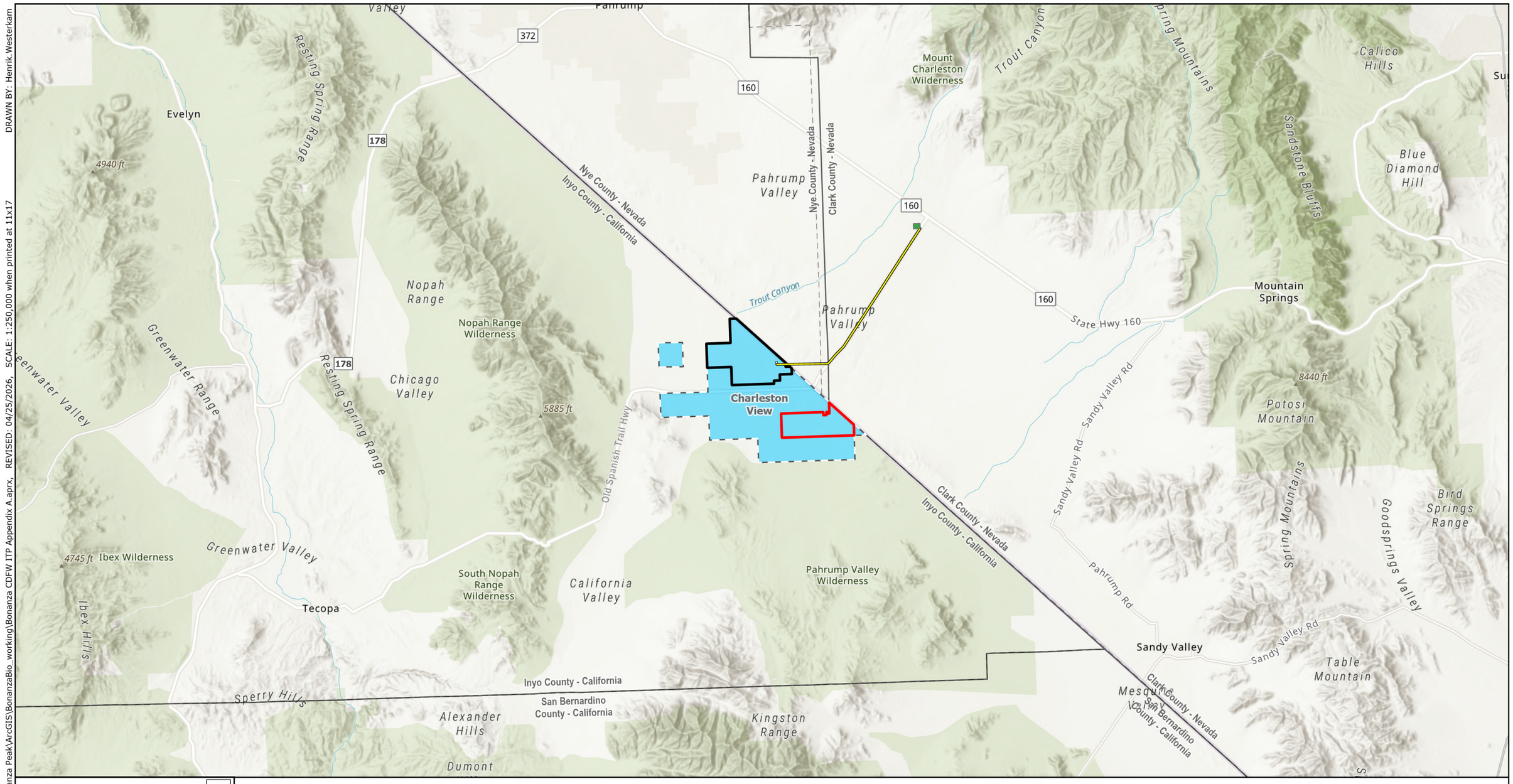


Figure 1
Project Vicinity
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

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Tecopa Springs Rd

Tecopa Springs Rd

16

Old Spanish Trail Hwy

Charleston View



Legend

- Project Area
- Kingston View Mitigation Site

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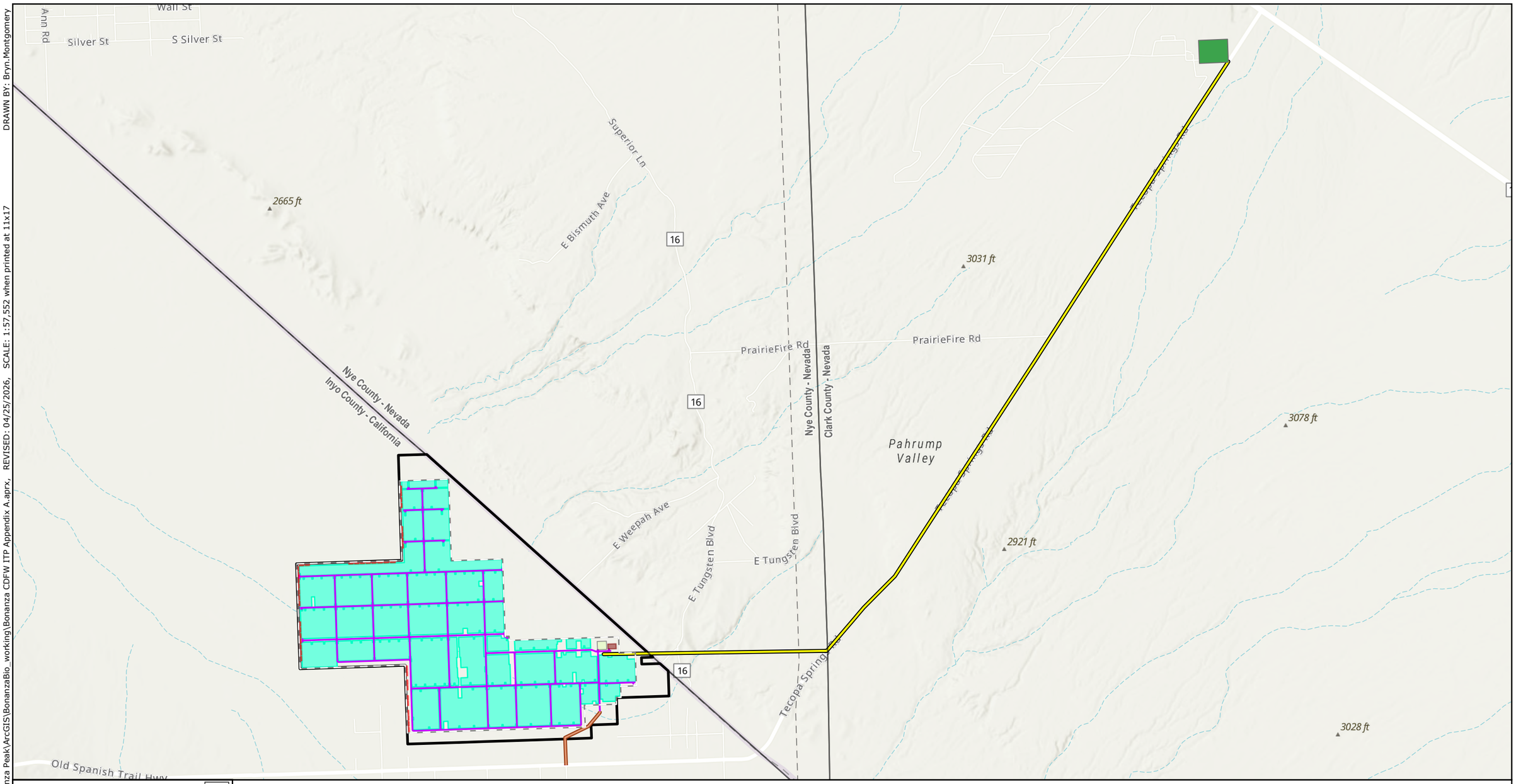
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Figure 2
Kingston View Mitigation Site
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

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Legend

- Site Access Route
- Gen-tie Alignment
- Project Area
- Project Substation
- Trout Canyon Substation
- O&M Building
- Solar Array
- Perimeter Fencing
- Retention Basins
- Internal Access Roads

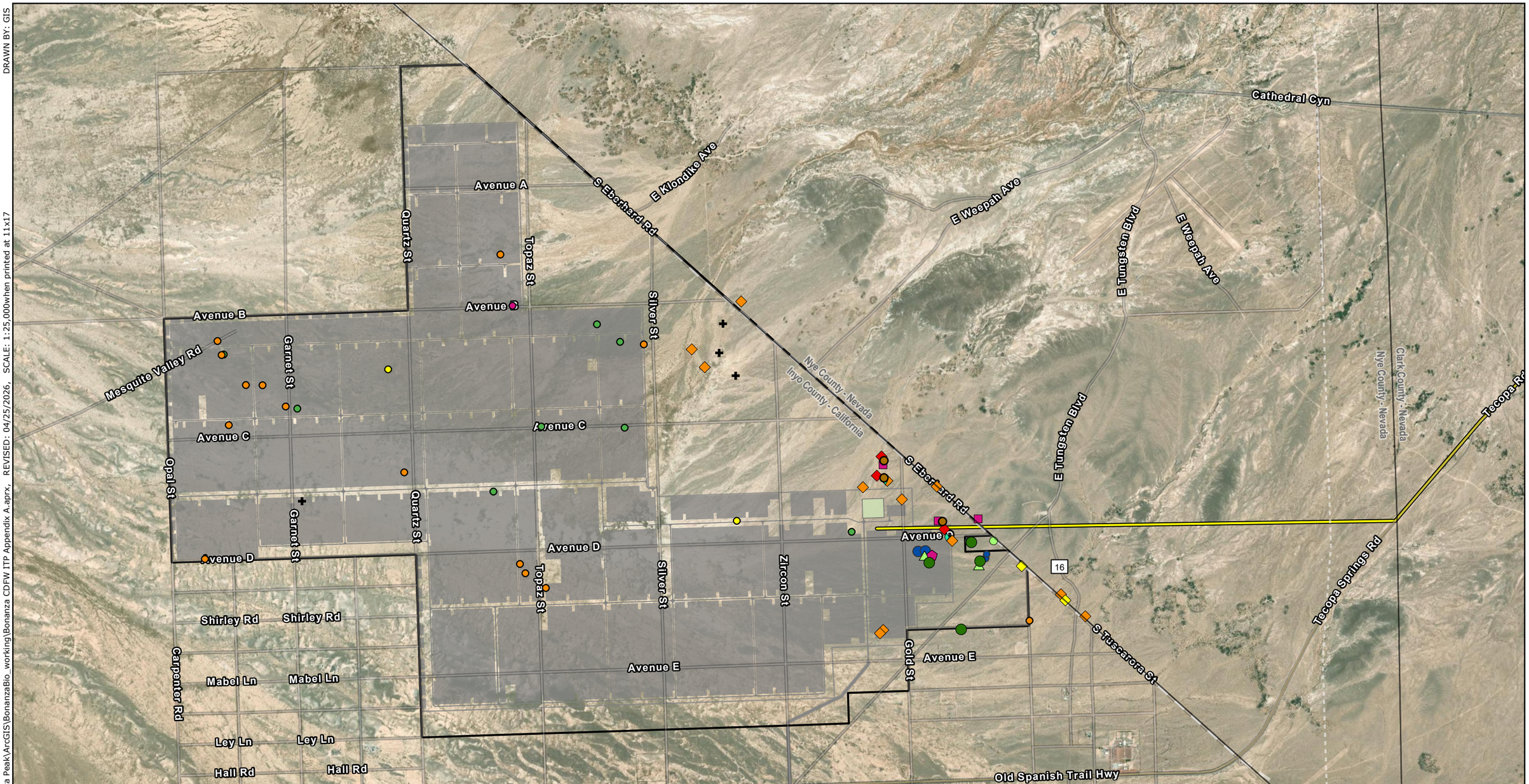
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Figure 3
Project Components
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

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Legend

- Project Area
- Gen-tie Alignment
- Project Substation
- Project Developed Area

DETO Survey Results (2025)
- Class 2
- Class 3
- Class 4
- Pallet
- DETO Burrows

Stantec DETO Survey Results (2024)
- Pallet
- Tortoise Burrow
- Tortoise Observation

DETO Survey Results (2020)
- Burrow, Class 1
- Burrow, Class 2
- Burrow, Class 3
- Carcass
- Dig Marks/Tracks
- Pallet
- Tortoise Observation
- Scat

N

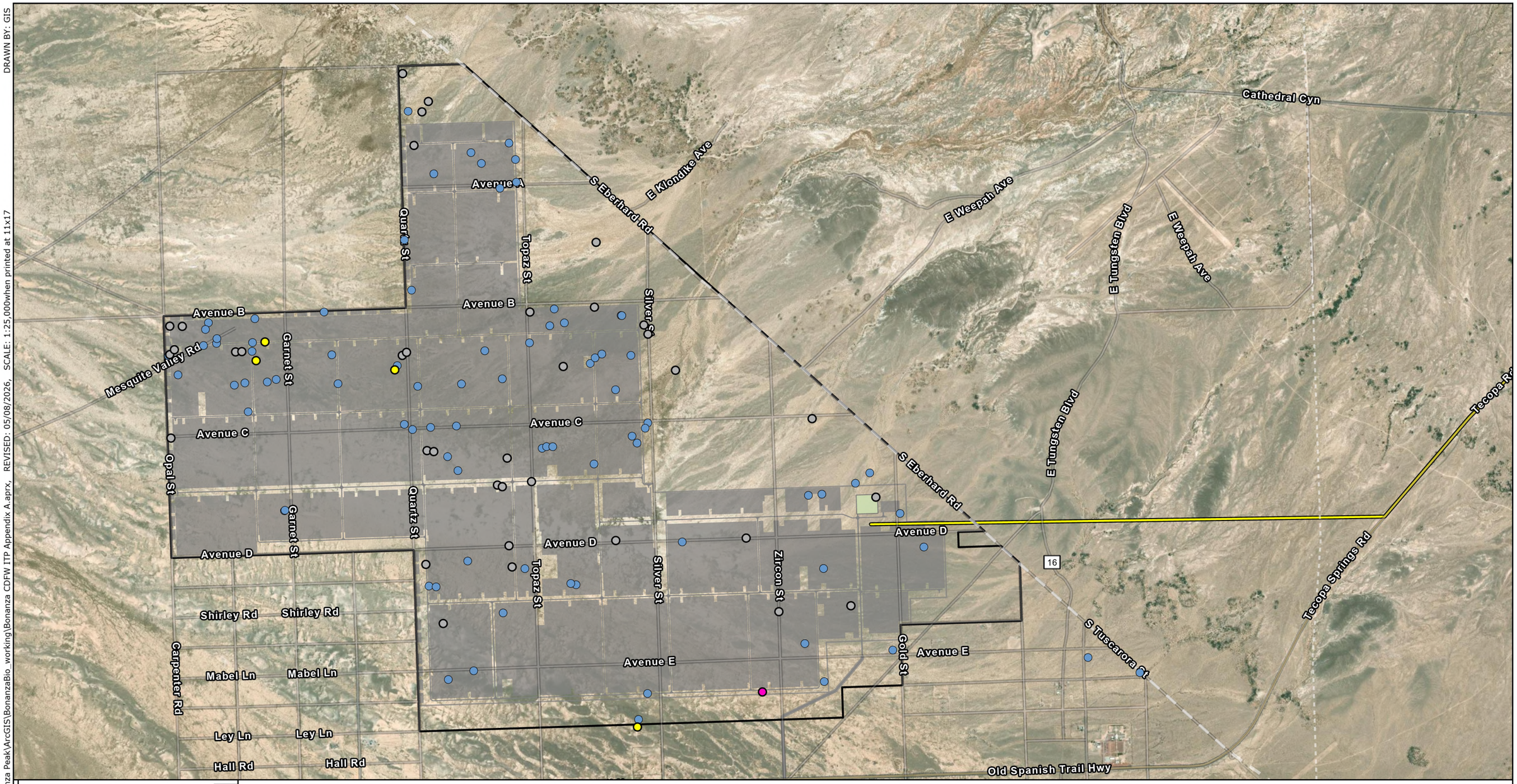
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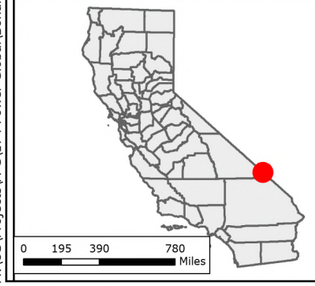
The portion of the gen-tie alignment along Tecopa Springs Road is not considered suitable desert tortoise habitat, as it is located within an existing road right-of-way.

Figure 4
Desert Tortoise Survey Results
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

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Legend

- Project Area
- Project Substation
- Gen-tie Alignment
- Project Developed Area

BUOW Survey Results (2025)

- BUOW Historical Observations
- BUOW Sightings
- BUOW Scat
- Potential Burrows

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Miles

The portion of the gen-tie alignment along Tecopa Springs Road is not considered suitable burrowing owl habitat, as it is located within an existing road right-of-way.

Figure 5
Burrowing Owl Survey Results
Bonanza Peak Energy Project
174 Power Global
Calvada Springs, CA

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Charleston Ln
Mabel Ln
Moon Path Ln
Moon Path Ln
S Quail Wy
Arleen Ln
Arleen Ln
Clark County - Nevada
Inyo County - California



Legend

Kingston View Mitigation Site

Suvey Results

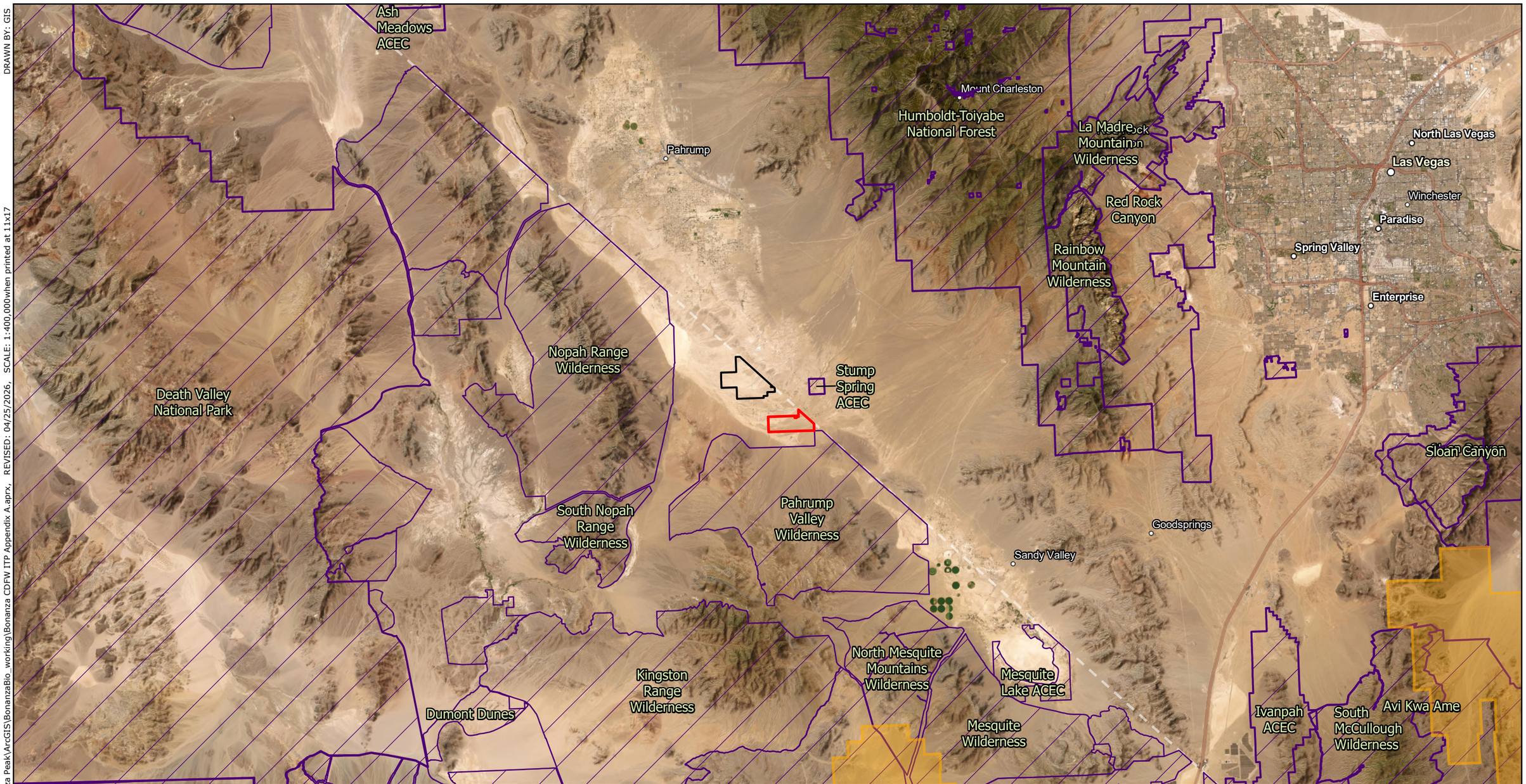
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- DETO Burrows Class 1 (14 found)
- DETO Burrows Class 2 (42 found)
- DETO Burrows Class 3 (20 found)
- DETO Burrows Class 4 (4 found)
- DETO Observations
- DETO Scat Class 1 (10 found)
- DETO Scat Class 2 (12 found)
- DETO Scat Class 3 (4 found)

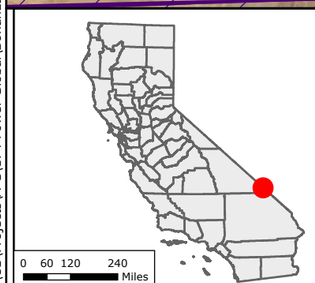
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Figure 6
Kingston View
Desert Tortoise Survey Results
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

ERM





Legend

- Project Area
- Kingston View Mitigation Site
- Desert Tortoise Critical Habitat
- Protected Areas

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Figure 7
Desert Tortoise Critical Habitat and Protected Areas
Bonanza Peak Energy Project
Bonanza Peak Solar, LLC
Calvada Springs, CA

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Charleston Ln
Mabel Ln
Moon Path Ln
Moon Path Ln
Clark County - Nevada
Inyo County - California
S Quail Wy
Arleen Ln
Arleen Ln



Legend

- Kingston View Mitigation Site BUOW Survey Results (2025)
- Project Area
- Burrowing Owl Sign
- Potential Burrowing Owl Burrow

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Miles

Figure 8
Kingston View
Burrowing Owl Survey Results
Bonanza Peak Energy Project
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Decommissioning and Reclamation Plan

Bonanza Peak Energy Project

Inyo County, California

Prepared for:
Bonanza Peak Solar, LLC

Prepared by:
Stantec Consulting Services Inc.

Date:
October 8, 2026

Project/File:
185706575



Stantec

Revision Record

Revision	Description	Author(s)	Date	Quality Check	Date	Independent Review	Date
1	Updated based on Inyo County comments	Dannique Aalbu	September 2026	Dale Watson	September 2026	Logan Cullums	September 2026

Disclaimer

The conclusions in the Report titled Preliminary Reclamation Plan are Stantec's professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient's own risk.

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Approved by:



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Dale Watson

Printed Name

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Appendix

Appendix A. AZTEC/TYPSA (2026) Cost Estimate

Acronyms/Abbreviations

Acronym	Full Name
BMP	Best management practices
BLM	Bureau of Land Management
CDFA	California Department of Food and Agriculture
CDFW	California Department of Fish and Wildlife
CDNPA	California Desert Native Plants Act
COD	Commercial Operation Date
LGP	Low ground pressure
MCV	Manual of California Vegetation
MW	Megawatt
MV	Medium voltage
O&M	Operations and maintenance
OEM	Original equipment manufacturer
PPA	Power Purchase Agreements
REDA	Renewable Energy Development Agreement
REGPA	Renewable Energy Generation Plan Amendment
SEDA	Solar Energy Development Area

1.0 Introduction

1.1 Project Description

Bonanza Peak Solar, LLC, a wholly owned subsidiary of Hanwha Renewables, which is a wholly owned subsidiary of Hanwha Energy USA Holdings Corp. (Applicant) has requested a Renewable Energy Development Agreement (REDA) from Inyo County, California to construct, own, operate, and maintain a utility scale solar photovoltaic energy generating facility on private lands. The requested term for the REDA is 50 years.

The Project would be located in the Charleston View Solar Energy Development Area (SEDA) in southeastern Inyo County, adjacent to the Nevada state line approximately 0.5 mile north of Old Spanish Trail Highway (**Figure 1**).

The Project would include photovoltaic arrays, inverters and medium voltage (MV) transformers, an underground collection system, a substation, an operations and maintenance (O&M) building, internal access roads, and a generation tie-in (gen-tie) line. Within the 3,382-acre proposed Project Area (Project Area), an area of no greater than 2,400 acres would be developed, as dictated by the Inyo County Renewable Energy Generation Plan Amendment (REGPA; Inyo County 2015; **Figure 2**). The Project has a planned net generating capacity of up to 500 megawatts (MW) alternating current ($MW_{[AC]}$) and will be built as one or more phases.

An approximately 9-mile long 230-kilovolt gen-tie line would be located primarily on land managed by the US Bureau of Land Management (BLM) in Nevada; approximately 0.4 miles of the gen-tie would be in Inyo County, California. The Project would connect to the existing GridLiance 230-kilovolt Trout Canyon substation in Nevada.

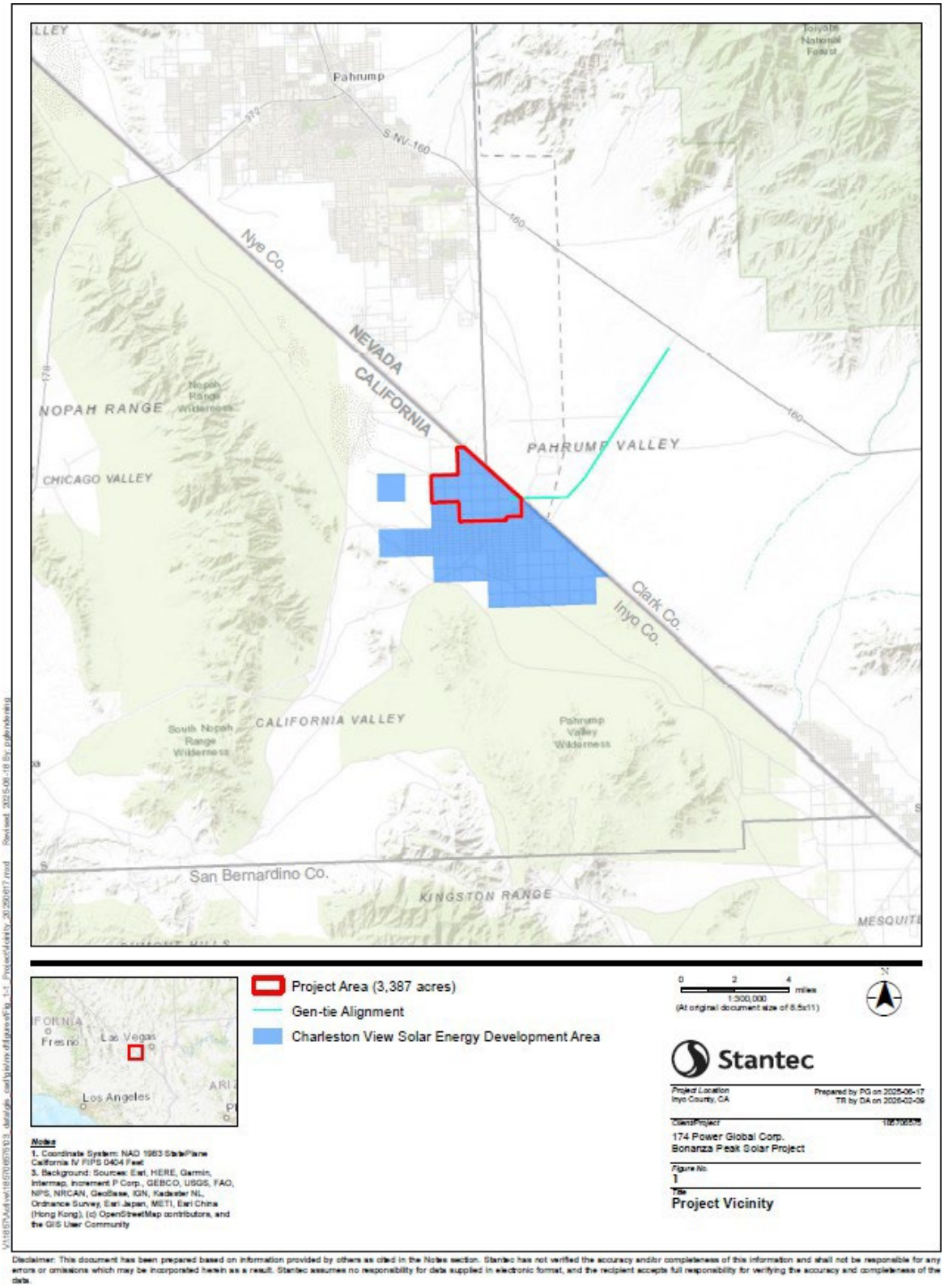


Figure 1. Project Vicinity

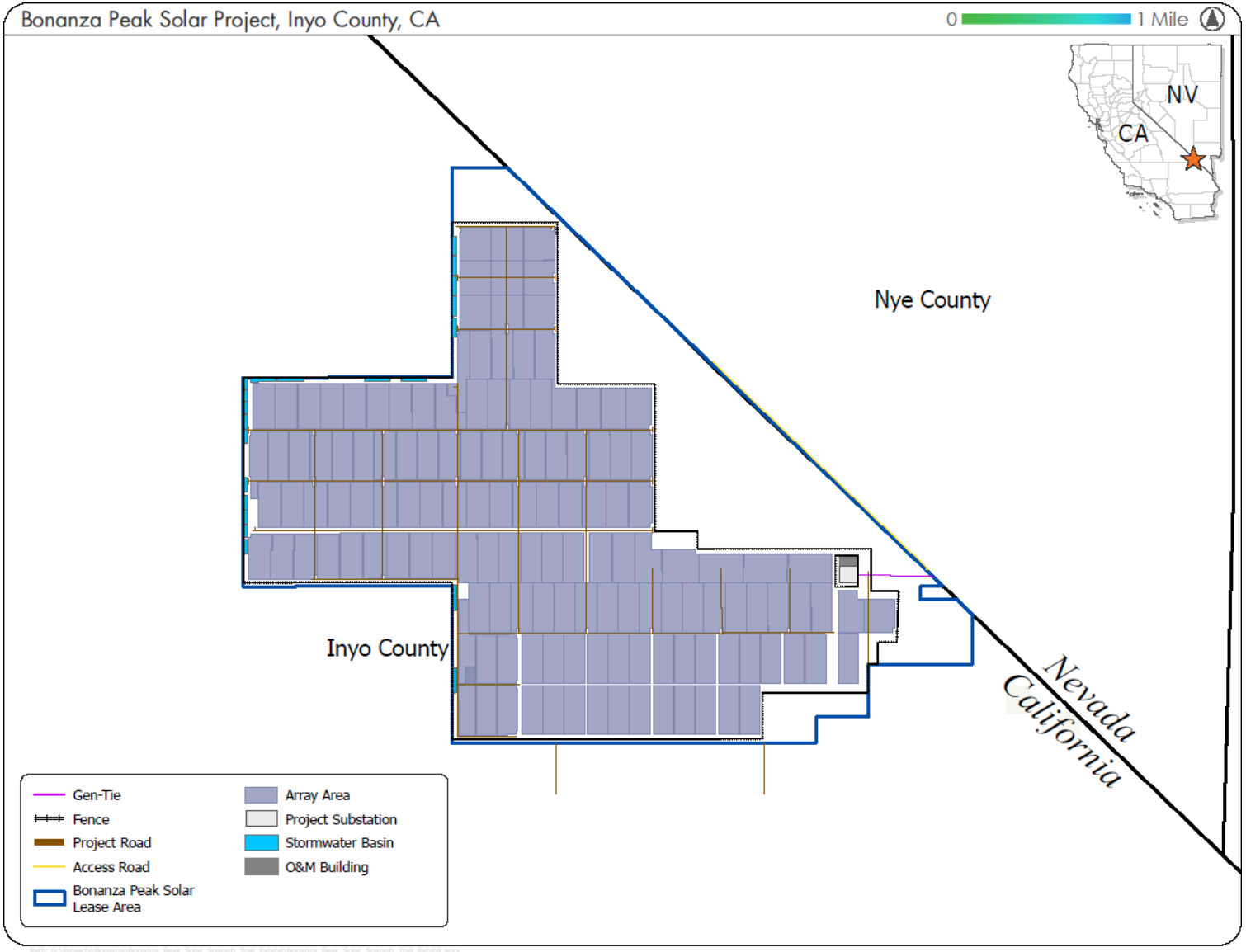


Figure 2. Site Layout

1.2 Purpose and Need

The Permit Applicant is required by Inyo County (the County), Title 21 to prepare a reclamation plan and provide financial assurances to Inyo County for any Project facilities in Inyo County as part of the entitlement process (Inyo County 2025). The following are excerpts from the relevant Title 21 sections:

Section 21.20.030 RECLAMATION PLAN: Any person who submits an application for a renewable energy impact determination or a renewable energy permit shall, at the time of the submission of the application, submit a plan for reclamation/revegetation of the site of the facility once the facility is decommissioned or otherwise ceases to be operational. The reclamation plan shall be based upon the character of the surrounding area and such characteristics of the property as type of native vegetation, soil type, habitat, climate, water resources, and the existence of public trust resources. Reclamation plans issued pursuant to this chapter shall run with the land affected thereby and shall be binding on all successors, heirs and assigns of the Applicant.

In the case of the issuance of a renewable energy impact determination, the county planning commission shall incorporate into the determination, and in the case of a renewable energy permit, shall impose as a condition of approval, a plan for the reclamation/revegetation of the site of the facility at the time that the facility is decommissioned, or otherwise ceases to be operational, and shall establish site-specific criteria for evaluating and monitoring compliance with the approved reclamation plan (Ord. 1158 § 3, 2010).

Section 21.20.040 FINANCIAL ASSURANCES: As a condition to the approval of a renewable energy permit, in order to ensure that reclamation will proceed and be accomplished in accordance with an approved reclamation plan, the county planning commission shall require financial assurances from the Applicant as provided herein:

- *A. Financial assurances may take the form of surety bonds, irrevocable letters of credit, trust funds or other mechanisms.*
- *B. Public agencies may satisfy financial assurance requirements by using "pledges of revenue" or "budget set aside" as acceptable financial assurances mechanisms.*
- *C. The financial assurances shall remain in effect for the duration of the operation and any additional period until reclamation is completed.*
- *D. Financial assurances shall be sufficient to cover the costs of fully implementing the reclamation plan.*
- *E. The financial assurances shall be made payable to Inyo County and any other affected public agency. However, if a facility has received approval of its financial assurances from a public agency other than the County, the County shall deem those financial assurances adequate for purposes of this section or shall credit them toward fulfillment of financial assurances required by this section, if they are made payable to the public agency, the County, and otherwise meet the requirements of this title.*
- *F. If a permitted facility is sold or ownership is transferred to another person, the existing financial assurances shall remain in force and shall not be released by the county until new financial assurances are secured from the new owner and have been approved by the county.*
- *G. The release of financial assurances shall be with the concurrence of all agencies named on the final drainage and hydrology report review, comments and approval financial assurance. The criteria for release of financial assurances, or part of the financial assurances, shall be made part of the reclamation plan. In no case shall the financial assurance be released until reclamation has been completed.*

H. The amount of financial assurances shall be reviewed annually, or as deemed necessary, by the county planning commission and adjusted, if required, to ensure that the assurances are sufficient to cover the costs of fully implementing the reclamation plan.

(Ord. 1158 § 3, 2010)

In response to the county's Title 21 requirements, this reclamation plan (Plan) provides a description of the decommissioning and restoration phase of the Project. The start of construction is planned for the second quarter of 2027, with a contractual commercial operation date (COD) of September 1, 2029. The decommissioning phase is assumed to include the removal of Project facilities as listed in Section 1.1 and shown in **Figure 2**.

This Plan includes an overview of the primary decommissioning activities, including the dismantling and removal of facilities, and subsequent restoration of land. A summary of estimated costs and revenues associated with decommissioning the Project is included in Appendix A.

1.3 Facility Components

The Project would include the following facility components in Inyo County:

- Solar panel modules and associated above ground cabling
- Single access tracking system (module mounting structure)
- Driven steel pile foundations
- Inverter stations with 1,500/34.5 kV MV transformers
- Below-ground electrical cabling and short-run conduits
- Perimeter fencing
- Site access and internal roads
- Stormwater basins
- Use of existing groundwater wells
- Project substation
- Overhead gen-tie transmission line
- O&M structure

1.4 Triggering Events and Expected Lifetime of Project

Project decommissioning may be triggered by an event such as:

- The end of the power purchase agreement
- The site ceases to produce energy
- The terms of the regulatory agency permits expire

If properly maintained, the expected lifetime of a utility scale solar panel is approximately 30 years with an opportunity for a project lifetime of 50 years or more with equipment replacement and repowering. Depending on market conditions and Project viability, solar arrays may be retrofitted with updated components (e.g., panels, frame, tracking system, etc.) to extend the life of a project. In the event that the modules are not retrofitted, or at the end of the Project's useful life, the panels and associated components will be decommissioned and removed from the Project Area and the Project Area will be

restored in accordance with this Plan or an updated decommissioning plan agreed to between the Project and applicable regulatory bodies at the time of decommissioning.

Components of the solar facilities that have resale value may be sold in the wholesale market. Components with no wholesale value will be salvaged and sold as scrap for recycling or disposed of at an approved offsite licensed solid waste disposal facility.

The value of the individual components of the solar facility will vary with time. In general, the highest component value would be expected at the time of construction with declining value over the life of the Project. Over most of the life of the Project, components such as the solar panels could be sold in the wholesale market for reuse or refurbishment. As efficiency and power production of the panels decrease due to aging and/or weathering, the resale value will decline accordingly. Secondary markets for used solar components include other utility scale solar facilities with similar designs that may require replacement equipment due to damage or normal wear over time; or other buyers (e.g., developers, consumers) that are willing to accept a slightly lower power output in return for a significantly lower price point when compared to new equipment.

Components of the solar facility that have resale value may be sold in the wholesale market. Components with no wholesale value will be salvaged and sold as scrap for recycling or disposed of at an approved offsite licensed solid waste disposal facility (landfill). Decommissioning activities will include removal of the arrays and associated components as listed in Section 1.1 and described in Section 2. All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing Federal, State, and local laws at the time of decommissioning is initiated and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the furthest extent practicable. Non-recyclable materials will be disposed of in accordance with State and Federal law.

1.5 Decommissioning Sequence

Decommissioning activities will begin within 12 months of the Project ceasing operation and are anticipated to be completed within 6 to 12 months from the decommissioning start date. Monitoring and site restoration may extend beyond this period to ensure successful revegetation and rehabilitation. The anticipated sequence of decommissioning and removal is described below; however, overlap of activities is expected.

The proposed decommissioning sequence is as follows:

- Complete appropriate studies and obtain required permits prior to start of decommissioning
- Reinforce access roads, if needed, and prepare site for component removal
- Remove stormwater basins
- Destroy/abandon groundwater wells in accordance with Inyo County permit requirements
- Install temporary sediment control fencing and best management practices (BMPs) to protect sensitive resources
- De-energize solar arrays
- Dismantle panels and above ground wiring
- Remove tracking and piles
- Remove inverter/transformer stations, along with support piers and piles
- Abandon in place the underground collection and fiber optic lines

- Remove surface equipment associated with the underground utilities
- Remove perimeter fence along with the post foundations
- Remove substation and overhead transmission line, if decommissioned
- Remove O&M structure, if decommissioned
- Remove gravel access roads and grade areas, as needed, to restore original contours or as agreed upon in landowner leases
- De-compact subsoils, as needed; restore and revegetate disturbed land to preconstruction land use to the extent practicable

2.0 Project Components and Decommissioning Activities

2.1 Overview of Facilities

The Applicant anticipates utilizing approximately 877,366 solar modules, with a total nameplate generating capacity of approximately 500 $MW_{[AC]}$ on the developed area of no greater than 2,400 acres. Statistics and cost estimates provided in this Plan are based on 590- and 660-watt bifacial modules, although the final panel manufacturer has not been selected at the time of this report and modules and their support structures are subject to change.

Foundations, steel piles, and aboveground electrical cabling and conduit will be removed. Access roads may be left in place if requested and/or agreed to by the landowner and/or Inyo County. The Applicant will communicate with the County to coordinate the repair of public roads damaged or modified during the decommissioning and reclamation process.

Estimated quantities of materials to be removed and salvaged or disposed of are included in this section. All recyclable materials will be recycled to the extent reasonably feasible. All other non-recyclable waste materials will be disposed of in accordance with state and federal law in a licensed solid waste facility. **Table 1** presents a summary of the primary components of the Project in Inyo County included in this decommissioning plan.

Table 1. Primary Components of Project to be Decommissioned in Inyo County

Component	Quantity	Unit of Measure
Solar Modules (approximate) 116 x 78 per Inverter Island	877,366	Each
Tracking System (full equivalent trackers)	13,572	Tracker
Steel Piles (3 per tracking system)	40,716	Each
Inverters	124	Each
Inverter/Transformer Pad	124	Each
Electrical Cables and Conduits (below ground)	2,900,000	Lineal Foot (estimated)
Substation	1	Each
Gen-Tie Transmission Line and Associated Structures	0.4	Lineal Mile (estimated)
Stormwater Basins	35	Each
Groundwater Wells	2	Each
Perimeter Fencing	58,000	Lineal Foot (estimated)
Internal Access Roads (approximate)	168,960	Lineal Foot (estimated)

2.2 Solar Modules

Although there will be some changes through the final design process, the Applicant would utilize 877,366 bifacial PV modules rated at either 590- or 660-watts each or similar type of model for the Project. Each module assembly is mainly comprised of non-metallic materials such as silicon, mono- or poly-crystalline glass, composite film, plastic, and epoxies, with an anodized aluminum frame. These modules do not contain appreciable amounts of hazardous materials.

Depending on their condition and value at the time of decommissioning, the modules will either be sold for re-use, salvaged, or disposed of. It is possible that module components in working condition may be refurbished and sold in a secondary market yielding greater revenue than selling as salvage material.

Considering the unknown condition and value of the modules at the time of decommissioning, it is estimated that approximately 95% of the removed PV panels with be hauled to a licensed reseller and the remaining 5% will be disposed of and hauled to a licensed landfill facility. It is not anticipated that the modules will be treated as universal or hazardous waste. These percentages are based off Bureau of Land Management (BLM) approved decommissioning plans from similar solar facilities located in the southwestern US.

2.3 Tracking System and Support

The solar modules will be mounted on a single axis, single portrait tracking systems, such as those manufactured by Nextracker or a similar manufacturer. Smaller trackers may be employed at the edges of the layout, to efficiently utilize available space. The tracking system is mainly comprised of galvanized and stainless steel. Steel piles that support the system are comprised of structural steel.

The solar arrays will be deactivated from the surrounding electrical system and made safe for disassembly. The tracker utilizes an airbag system for movement; therefore, no lubricants are present or will need to be disposed of at decommissioning. Electronic components and internal electrical wiring will be removed and salvaged or disposed of. The steel piles will be completely removed.

The supports, tracking system, and piles contain salvageable materials which can likely be sold to provide revenue to offset decommissioning costs. All non-salvageable materials will be disposed of at a licensed landfill facility.

2.4 Inverter/Transformer Stations

Inverters and MV transformers are located inside the array field and will sit on skids and a concrete pad. The inverters and transformers will be deactivated, disassembled, and removed. Depending on condition, the equipment may be sold for refurbishment and reuse. If not reused, they will be salvaged or disposed of at an approved solid waste management facility. Oil is vegetable based and will be collected and disposed of in accordance with state and federal law at the time of decommissioning.

2.5 Electrical Cabling

The Project's medium voltage electrical collection system will be placed primaily below ground, with a depth of approximately three feet (36 inches) for underground portions. Short spans of underground conduit will also be used. The above ground cabling will be removed from the site and below ground cabling will be abandoned in place.

2.6 Project Substation

The Applicant will include a Project substation as shown in **Figure 2**. The substation footprint will be approximately 19 acres and will contain switches and breakers, main power transformers, associated footings, grounding mat, and temporary control building. The substation may be retained for future use at the end of the Project life. Although the substation may be retained at the end of the Project life; however, an estimated decommissioning cost has been included in this Plan.

2.7 Overhead Tie-in Generation Transmission Line

An approximately 8.9-mile-long dedicated overhead gen-tie transmission line connects the Project substation to the Trout Canyon substation in Nevada, owned and operated by CAISO-member Gridliance West, LLC. Although the gen-tie line may be retained at the end of the Project life, an estimated decommissioning cost for the portion in Inyo County has been included in this Plan.

2.8 Operations and Maintenance Facilities

As part of the Project, the construction contractor will deliver and place a trailer as an O&M building with a gravel-topped parking area.

Similar to other temporary facilities, the trailer will be removed in accordance with local laws and will be either sold, recycled, or disposed of via a licensed facility for recycling and/or disposal. The area, including the temporary parking lot, will be restored to pre-project conditions. It is not anticipated that any permanent foundations will be installed to accommodate O&M facilities.

2.9 Stormwater Infiltration Basins

The Project includes 35 stormwater infiltration basins along the western and northern perimeter of the facility. The infiltration basins will be removed at the end of the Project operational period. The infiltration basins will be filled with clean fill, finished with topsoil, graded to restore preconstruction drainage patterns to the extent practicable, and reseeded with a non-invasive and/or native seed mix.

2.10 Groundwater Wells

The Project includes the use of one or more existing and potentially one new private groundwater well within the Applicant's lease. All utilized wells will be destroyed by a C-57 licensed well contractor at the end of the Project operational period in accordance with Inyo County permitting requirements unless as otherwise approved by the County for landowner use. Well destruction costs include the contractor's typical removal fee for a moderate depth well (100-300 feet), which includes mobilization, removal of pumping equipment (if present), grout or cement sealing, well destruction documentation, and labor (DWR 2026). Also included is the County permit cost for inspection and monitoring. For purposes of estimating the costs of decommissioning, two wells are assumed to need decommissioning. The estimated cost of the destruction of two wells is approximately $30,400.

2.11 Perimeter Fencing, Site Access and Internal Roads

The developed area will include an approximately seven-foot-high security fence around the perimeter of the site. For security purposes, the security fencing will remain in place during the majority of the decommissioning phase. The security fence will no longer be required upon completion of facility decommissioning, after which time the fence will be dismantled and removed to allow for full restoration of the site and recycled.

A network of approximately 32 miles of internal roads, approximately 20-feet-wide including the shoulder, will be constructed to allow access to the solar facility equipment.

The roads may be stabilized by the placement of granular fills over soft ground, localized compaction of native substrate, and installation of up to five inches of aggregate base materials in localized areas as needed. The estimated quantity of these materials, assuming 50% of the road surface augmentation, is provided in **Table 2.**

Table 2. Typical Access Road Construction Materials

Item	Quantity	Unit
Gravel or granular fill; five inches thick	26,074	Cubic Yards

Decommissioning activities include the removal and stockpiling of aggregate materials on site for salvage preparation. It is conservatively assumed that all aggregate materials will be removed from the Project Area and hauled up to five miles from the Project Area. Following removal of aggregate, the access road areas will be graded to match preconstruction drainage and surrounding grade, de-compacted with deep ripper or chisel plow (ripped to 18 inches), backfilled with native subsoil and topsoil, as needed, and land contours restored as near as practicable to preconstruction conditions.

3.0 Existing Land Use and Permit Closure Compliance

3.1 Existing Conditions

The Project would be located on predominantly flat, arid, sparsely vegetated, open land in the southern portion of the Pahrump Valley in Inyo County. Elevations range from 2,560 feet to 2,660 feet above mean sea level. It is within the Basin and Range Geomorphic Province, characterized by interior drainage to lakes and playas, with horst and graben topography (i.e., basins and ranges).

The Project Area is located on private land currently designated by the county as open space greater than 40 acres in size (OS-40). The OS-40 designation provides sites for open space and compatible uses. Commercial renewable energy facilities are an allowable use within the OS-40 land use zoning district (Inyo County 2002).

The Project Area is undeveloped except for a grid of approximately 13 miles of unimproved dirt roads that divide it into quarter-sections. While some of the roads are passable, many are partially vegetated and in poor driving condition. Off-road tire tracks and other signs of disturbance, including windblown trash and cattle dung, are also present.

On a broad scale, vegetation within the Project Area is predominantly creosote bush–white bursage scrub *(Larrea tridentata – Ambrosia Dumosa)* shrubland alliance on the eastern third and a mixture of shadscale scrub (*Atriplex confertifolia*) shrubland alliance and allscale scrub (*Atriplex polycarpa*) shrubland alliance on the western two-thirds. The western two-thirds of the Project Area is also interspersed with areas of low vegetative cover dominated by noxious weeds such as cheatgrass (*Bromus tectorum*) and saltlover (*Halogeton glomeratus*).

A botanical survey was conducted within the proposed Project Area in 2025 (Stantec 2025). Eleven Manual of California Vegetation (MCV) vegetation alliances and land cover types were mapped within the existing site, nine of which were further broken down into 18 associations (CNPS 2026). One alliance characterized by invasive species was not broken down past the alliance level and the developed land cover type was broken down into two sub-types. One non-native alliance, saltlover flat (*Halogeton glomeratus*) Sparsely Vegetated Clay Flat is not in the MCV, was not assigned an association, and was described for the purposes of this Project. The most abundant MCV vegetation alliance within the existing site is shadscale scrub (912.2 acres), followed by creosote bush – white bursage scrub (*Larrea tridentata – Ambrosia dumosa*) Shrubland Alliance (617.5 acres); together, these two alliances account for more than half of the existing site. Of the 18 MCV vegetation associations, 5 (407.4 acres) are considered sensitive natural communities by the California Department of Fish and Wildlife (CDFW). **Table 3** lists all MCV/land cover types, acreages, and sensitivity status.

The existing site is located in or adjacent to energy infrastructure and developments, BLM lands that have been used for recreational vehicles, and highway corridors. Some of the vegetation within the existing site is highly disturbed by human activity and has been impacted by grading, grazing, and alteration of hydrology. Because of the historical, varying, and ongoing disturbance within and surrounding the existing

site, the vegetation communities support a high number of non-native and invasive species such as saltlover, Russian thistle (*Salsola tragus*), and other non-native grasses and forbs.

Table 1. Manual of California Vegetation and Land Cover Types Mapped within the Survey Area

Code	Alliance Association(s)	Sensitive (Y/N)	Acres
Herbaceous			
22.310.00	*Chorizanthe rigida – Geraea canescens* Desert Pavement Sparsely Vegetated Alliance (Rigid Spineflower – Hairy Desert Sunflower)	–	65.0
33.380.01	*Chorizanthe rigida – Geraea canescens* Desert Pavement	Y	65.0
N/A	*Halogeton glomeratus* Sparsely Vegetated Clay Flat (Saltlover Flat)[1]	N	17.4
41.100.00	*Sphaeralcea ambigua* Herbaceous Alliance (Desert Globemallow Herbaceous Scrub)	–	195.7
41.100.01	Sphaeralcea ambigua	N	195.7
	Herbaceous Subtotal		**278.1**
Shrub			
33.200.00	*Ambrosia salsola – Bebbia juncea* Shrubland Alliance (Cheesebush – Sweetbush Scrub)	–	27.9
33.200.04	*Ambrosia salsola – Atriplex confertifolia*	N	26.3
33.200.08	*Senna armata – Ambrosia salsola*	N	1.6
33.060.00	*Atriplex canescens Shrubland* Alliance (Fourwing Saltbush Scrub)	–	23.7
33.060.02	Atriplex canescens	N	23.7
36.320.00	*Atriplex confertifolia* Shrubland Alliance (Shadscale Scrub)	–	912.2
36.320.03	Atriplex confertifolia – Ambrosia dumosa	N	727.7
36.320.06	Atriplex confertifolia – Atriplex canescens	N	61.3
36.320.07	Atriplex confertifolia – Lycium andersonii	Y	123.2
36.310.00	*Ambrosia dumosa* Shrubland Alliance (White Bursage Scrub)	–	24.5
36.310.01	Ambrosia dumosa Association	Y	24.5
33.185.00	*Ephedra nevadensis – Lycium andersonii – Grayia spinosa* Shrubland Alliance (Nevada Joint Fir – Anderson's Boxthorn – Spiny Hop Sage Scrub)	–	328.0
33.360.02	Lycium andersonii (provisional)	Y	194.7
33.185.01	Lycium cooperi (provisional)	N	124.6
33.280.04	Ephedra nevadensis – Lycium andersonii	N	8.7
33.010.00	*Larrea tridentata* Shrubland Alliance (Creosote Bush Scrub)	–	419.9
33.140.04	Larrea tridentata	N	223.4
33.010.17	Larrea tridentata – Atriplex confertifolia	N	182.4
33.010.19	*Larrea tridentata* / Cryptogamic crust	N	14.1

Code	Alliance Association(s)	Sensitive (Y/N)	Acres
33.140.00	*Larrea tridentata – Ambrosia dumosa* Shrubland Alliance (Creosote Bush – White Bursage Scrub)	–	617.5
33.140.42	Larrea tridentata – Ambrosia dumosa	N	543.4
33.140.39	Larrea tridentata – Ambrosia dumosa - Atriplex confertifolia	N	35.2
33.140.35	Larrea tridentata – Ambrosia dumosa / Cryptogamic crust	Y	38.9
		Shrub Subtotal	**2,353.7**
Other			
N/A	**Developed**	**–**	**76.6**
	Unpaved Road	N	72.4
	Rural	N	4.2
		Other Total	**2,708.4**

1. Vegetation community is not currently described in the MCV and therefore not included in the California Department of Fish and Wildlife's Natural Community List.

3.2 Restoration, Revegetation and Rehabilitation

Portions of the Developed Area that have been excavated and backfilled will be restored, as near as practicable, to preconstruction contours, unless a community benefit for retaining the contours current at time of decommissioning can be shown. Soils compacted during de-construction activities will be de-compacted, as necessary, to restore the land to preconstruction land use. Topsoil will be placed on disturbed areas, as needed, and seeded with vegetation from a reputable seed supplier or with vegetation either present along the perimeter of the disturbed areas or present on adjacent land that is under the Project owner's control (Section 4, Revegetation Plan).

3.3 Closure Compliance

Surface water conditions at the Project Area will be reassessed prior to the decommissioning phase. The Applicant will obtain the required water quality and streambed alteration permits from the Lahontan Regional Water Quality Control Board and the CDFW, respectively, prior to decommissioning the Project. Required construction stormwater permits will also be obtained, and a Stormwater Pollution Prevention Plan prepared describing the protection needed to reflect conditions present at the time of decommissioning. Erosion and sediment control BMPs may include construction entrances, temporary seeding, permanent seeding, mulching, erosion control matting, silt fence, filter berms, and filter socks.

Additional appropriate plans and permits will be prepared and/or acquired as listed in the pending agency Project Conditions of Approval.

3.4 Major Equipment Required for Decommissioning

The activities involved in decommissioning the Project include removal of the Project components. Restoration activities include backfilling of pile and foundation sites; de-compaction of subsoils; grading of surfaces to preconstruction land contours and revegetation of the disturbed areas.

Equipment required for the decommissioning activities is similar to what is needed to construct the solar facility and may include, but is not limited to: small cranes, low ground pressure (LGP) track mounted excavators, backhoes, LGP track bulldozers, LGP off-road end-dump trucks, front end loaders, deep rippers, water trucks, disc plows and tractors to restore subgrade conditions, and ancillary equipment. Standard dump trucks will be used to transport material removed from the site to disposal facilities.

This Project is a large solar site, compared with most utility scale installations at this time. The equipment and labor needed to decommission the facility is provided in **Table 4** and **Appendix A.**

Table 4. Summary Estimate of Equipment and Labor for Decommissioning Activities

Component	Equipment	Approximate Labor Hours (including equipment operators)
De-energize site and remove solar modules	Utility truck, forklift, semi-truck	Appendix A
Tracking system and pile removal	Utility truck, forklift, excavator, semi-truck	Appendix A
Inverter/transformer stations and piers	Utility truck, forklift, semi-truck	Appendix A
Electrical cables (above and below ground) and conduits	Utility truck, cable rig, forklift, semi-truck	Appendix A
Access road and infiltration basin removal	Bulldozer, front end loader, dump truck	Appendix A
Perimeter fencing	Utility truck, forklift, excavator, semi-truck	Appendix A
Site decompaction, restoration and revegetation (long term monitoring not included)	Bulldozer, forklift, tractor with disc	Appendix A

4.0 Revegetation Plan

The proposed revegetation plan is based on the existing conditions within the Project Area and information gathered from the floristic surveys to date. Adjustments to the revegetation plan may be made based on agreed on mitigation requirements adopted through the Programmatic Environment Impact Report (PEIR) and conditions and measures required by the water quality 401 certification, streambed alteration agreement, and other Project-required regulatory permits.

4.1 Soil Preparation

Following solar infrastructure and aggregate removal, the solar field internal access roads will be graded, de-compacted with a deep ripper or chisel plow to a depth of 18 inches and backfilled with native subsoil and topsoil as needed. Project Area locations that have been impacted by excavation or backfilling will be restored and land contours will be restored to preconstruction conditions to the maximum extent feasible.

Project Area soils that have been compacted during solar farm construction and implementation activities will be de-compacted to restore them to preconstruction conditions. In addition, topsoil will be added, as necessary, to areas that have experienced disturbance. Soil decompaction and the addition of topsoil to selected areas will re-establish baseline conditions for revegetation of the Project Area.

4.2 Site Planting

Table 5 lists the floristic inventory from the 2025 botanical surveys. Botanical nomenclature follows Jepson eFlora (2025). **Table 6** includes a summary list of special-status plant species detected during the 2025 botanical surveys.

Table 5. 2025 Floristic Inventory in the Project Area

Scientific Name	Common Name	Habit	Status[1]
Agavaceae (Agave Family)			
Yucca schidigera	Mojave yucca	tree-like	native, CDNPA
Apocynaceae (Milkweed Family)			
Asclepias erosa	desert milkweed	perennial herb	native
Asteraceae (Sunflower Family)			
Acamptopappus shockleyi	Shockley's goldenhead	shrub	native
Acamptopappus sphaerocephalus var. sphaerocephalus	goldenhead	shrub	native
Ambrosia dumosa	white bursage	shrub	native
Ambrosia salsola	cheesebush	shrub	native
Baileya multiradiata	desert marigold	perennial herb	native
Baileya pleniradiata	wooly marigold	annual, perennial herb	native
Encelia virginensis	Virgin River encelia	shrub	native

Scientific Name	Common Name	Habit	Status[1]
Gutierrezia microcephala	sticky snakeweed	shrub (stem succulent)	native
Gutierrezia sarothrae	matchweed	shrub	native
Psilostrophe cooperi	paper flower	shrub	native
Stephanomeria pauciflora	wire lettuce	perennial herb	native
Tetradymia axillaris	catclaw horsebrush	shrub	native
Xylorhiza tortifolia	Mojave woodyaster	perennial herb	native
Brassicaceae (Mustard Family)			
Lepidium fremontii	desert pepper grass	perennial herb	native
Stanleya pinnata var. pinnata	prince's plume	perennial herb, shrub	native
Cactaceae (Cactus Family)			
Cylindropuntia echinocarpa	silver cholla	shrub (stem succulent)	native, CDNPA
Cylindropuntia ramosissima	pencil cactus	shrub (stem succulent)	native, CDNPA
Opuntia basilaris var. basilaris	beavertail cactus	shrub (stem succulent)	native, CDNPA
Chenopodiaceae (Goosefoot Family)			
Atriplex canescens	fourwing saltbush	shrub	native
Atriplex confertifolia	spiny saltbush	shrub	native
Atriplex polycarpa	allscale saltbush	shrub	native
Halogeton glomeratus	saltlover	annual herb	noxious, Cal-IPC M, CDFA B*
Krascheninnikovia lanata	winter fat	shrub	native
Salsola tragus	Russian thistle	annual herb	noxious, Cal-IPC L, CDFA C
Convolvulaceae (Morning Glory Family)			
Cuscuta denticulata	desert dodder	annual herb, vine (parasitic)	native
Ephedraceae (Ephedra Family)			
Ephedra funerea	Death Valley ephedra	shrub	native
Ephedra nevadensis	Nevada ephedra	shrub	native
Ephedra torreyana	Torrey's ephedra	shrub	rare, CRPR 2B.1
Euphorbiaceae (Spurge Family)			
Euphorbia albomarginata	rattlesnake sandmat	perennial herb	native
Euphorbiaceae (Spurge Family)			
Astragalus lentiginosus var. fremontii	Fremont's milk-vetch	annual, perennial herb	native

Scientific Name	Common Name	Habit	Status[1]
Astragalus preussii var. preussii	Preuss' milk-vetch	perennial herb	rare, CRPR 2B.1
Astragalus tidestromii	Tidestrom's milk-vetch	perennial herb	rare, CRPR 2B.2
Hoffmannseggia glauca	pig-nut	perennial herb	native
Neltuma odorata	honey mesquite	tree, shrub	native, CDNPA
Psorothamnus arborescens	Mojave indigo bush	shrub	native
Senna armata	desert senna	shrub	native
Geraniaceae (Geranium Family)			
Erodium cicutarium	coastal heron's bill	annual herb	invasive
Krameriaceae (Rhatany Family)			
Krameria erecta	little-leaved ratany	shrub	native
Malvaceae (Mallow Family)			
Sphaeralcea ambigua var. ambigua	desert globemallow	perennial herb	native
Sphaeralcea angustifolia	narrow-leaved desert mallow	shrub (stem succulent)	native
Onagraceae (Evening Primrose Family)			
Oenothera suffrutescens	linda tarde	perennial herb	native
Plantaginaceae (Plantain Family)			
Plantago ovata	desert plantain	annual herb	native
Poaceae (Grass Family)			
Bromus rubens	red brome	annual grass	noxious, Cal-IPC H
Bromus tectorum	cheat grass	annual grass	noxious, Cal-IPC H, CDFA C
Dasyochloa pulchella	low woolly grass	perennial grass	native
Elymus elymoides	squirrel-tail grass	perennial grass	native
Hilaria rigida	big galleta	perennial grass	native
Schismus arabicus	schismus	annual grass	invasive
Schismus barbatus	old han schismus	annual grass	invasive
Sporobolus airoides	alkali sacaton	perennial grass	native
Stipa hymenoides	rice grass	perennial grass	native
Stipa speciosa	desert needle grass	perennial grass	native
Polygonaceae (Buckwheat Family)			
Chorizanthe rigida	rigid spineflower	annual herb	native
Eriogonum inflatum	desert trumpet	perennial herb	native
Eriogonum spp.	buckwheat	annual herb	native
Eriogonum trichopes	little desert buckwheat	annual herb	native
Solanaceae (Nightshade Family)			

Scientific Name	Common Name	Habit	Status[1]
Lycium andersonii	Anderson thornbush	shrub	native
Lycium cooperi	Cooper's box thorn	shrub	native
Lycium pallidum var. oligospermum	rabbit thorn	shrub	native
Viscaceae (Mistletoe Family)			
Phoradendron californicum	California mesquite mistletoe	shrub (parasitic)	native

Scientific Name	Common Name	Habit	Status[1]
Zygophyllaceae (Caltrop Family)			
Larrea tridentata	creosote bush	shrub	Native

[1.] Status Codes:
California Invasive Plant Council (Cal-IPC):
H: high
M: moderate
L: low
California Department of Food and Agriculture (CDFA) Weed Pest:
B: pests, if present in California, are of limited distribution
C: pests that score low under CDFW analysis and/or are of common occurrence and generally distributed in California.
*: California Code of Regulations Section 4500 Noxious Weed Species
For the purposes of this report, Cal-IPC H and any species on a CDFA list were classified as noxious and mapped.
CRPR (California Rare Plant Rank) Codes and Extensions:
2B Plants rare, threatened, or endangered in California but more common elsewhere
.1 Plants rare, threatened, or endangered in California but more common elsewhere; seriously threatened in California
.2 Plants rare, threatened, or endangered in California but more common elsewhere; fairly threatened in California
California Desert Native Plants Act (CDNPA): Section 80073 plants, or any part thereof, may not be harvested except under a permit issued by the commissioner or the sheriff of the county in which the native plants are growing.

Table 6. 2025 Botanical Survey Results: Special-Status Plant Species in the Project Area

Scientific Name (Common Name)	Status: FESA/CESA/CRPR/CDNPA[1]	Number of Plants Observed
Agavaceae (Cactus Family)		
Yucca schidigera (Mojave yucca)	–/–/–/80073	1
Cactaceae (Cactus Family)		
Cylindropuntia echinocarpa (silver cholla)	–/–/–/80073	54
Cylindropuntia ramosissima (pencil cholla)	–/–/–/80073	2
Opuntia basilaris var. basilaris (beavertail cactus)	–/–/–/80073	14
Ephedraceae (Ephedra Family)		
Ephedra torreyana (Torrey's ephedra)	–/–/2B.1/–	874
Fabaceae (Legume Family)		
Astragalus preussii var. preussii (Preuss' milk-vetch)	–/–/2B.1/–	337
Astragalus tidestromii (Tidestrom's milk-vetch)	–/–/2B.2/–	9
Neltuma odorata (honey mesquite)	–/–/–/80073	152

Five species covered under the CDNPA were mapped within the Project Area. The CDNPA species will require a permit issued by the county for any harvesting resulting from Project implementation.

Although the 2025 botanical surveys constituted a complete floristic inventory, according to the U.S. Drought Monitor, the surveys were conducted during a time of extreme drought. As such, the list is notably missing annual species commonly observed in the area and expected to be observed on site. For example, there were no observations of annual *Phacelia* spp. (phacelias) or pincushions *(Chaenactis* spp.) Another notable absence was the lack of observation of annual species in the *Boraginaceae* (Borage Family) such as *Cryptantha* spp. (cryptanthas), fiddlenecks *(Amsinckia* spp.), and popcorn flowers (*Plagiobothrys*). Prior to finalization of a seed mix, additional observations should be made regarding the common annual species on site. Alternatively, native annual species detected in more favorable conditions during 2011 floristic surveys (**Table 7**) could also provide additional native annual species (Hidden Hills Solar, LLC 2011).

For revegetation of the developed area after Project decommissioning, a seed mix composed of seeds from the common species in **Table 6** and **Table 7**, plus additional native annuals appropriate to the area, will be created and supplied by S&S Seeds, Inc. based out of Carpinteria, California, or a reputable supplier.

Table 7. Supplemental Native Annual Plant Species

Scientific Name	Common Name	Habit	Status[1]
Asteraceae (Sunflower Family)			
Calycoseris wrightii	white tackstem	annual herb	native
Chaenactis carphoclinia	--	annual herb	native
Chaenactis fremontii	Fremont pincushion	annual herb	native
Chaenactis macrantha	Mohave pincushion	annual herb	native
Chaenactis stevioides	Esteve pincushion	annual herb	native
Eriophyllum wallacei	Wallace eriophyllum	annual herb	native
Glyptopleura marginata	keysia	annual herb	native
Malacothrix coulteri	snake's head	annual herb	native
Malacothrix glabrata	desert dandelion	annual herb	native
Monoptilon bellioides	Mojave desert star	annual herb	native
Pectis papposa	manybristle chinchweed	annual herb	native
Prenanthella exigua	thorny skeleton plant	annual herb	native
Psathyrotes annua	annual psathyrotes	annual herb	native
Rafinesquia neomexicana	desert chicory	annual herb	native
Stephanomeria exigua	small wirelettuce	annual herb	native
Boraginaceae (Borage Family)			
Amsinckia tessellata	devil's lettuce	annual herb	native
Cryptantha barbigera	bearded cryptantha	annual herb	native
Cryptantha micrantha	purple root cryptantha	annual herb	native
Cryptantha nevadensis	Nevada forget me not	annual herb	native

Scientific Name	Common Name	Habit	Status[1]
Cryptantha pterocarya	winged nut forget me not	annual herb	native
Cryptantha recurvata	curve nut cryptantha	annual herb	native
Greeneocharis circumscissa		annual herb	native
Johnstonella angustifolia	narrow-leaved Johnstonella	annual herb	native
Lappula redowskii var. cupulata	cupped Redowski's stickseed	annual herb	native
Pectocarya heterocarpa	chuckwalla pectocarya	annual herb	native
Pectocarya platycarpa	broad nutted comb bur	annual herb	native
Pectocarya recurvata	arch nutted comb bur	annual herb	native
Simpsonanthus jonesii	Simpson's popcornflower	annual herb	native
Amsinckia tessellata	devil's lettuce	annual herb	native
Brassicaceae (Mustard Family)			
Caulanthus cooperi	Cooper caulanthus	annual herb	native
Caulanthus lasiophyllus	California mustard	annual herb	native
Descurainia pinnata ssp. glabra	smooth western tansy mustard	annual herb	native
Lepidium lasiocarpum	shaggyfruit pepperweed	annual herb	native
Streptanthella longirostris	long beaked twist flower	annual herb	native
Euphorbiaceae (Spurge Family)			
Euphorbia micromera	Sonoran sandmat	Annual herb	native
Fabaceae (Spurge Family)			
Astragalus lentiginosus var. fremontii	Fremont's milk-vetch	annual, perennial herb	native
Astragalus nuttallianus	Nuttall locoweed	annual herb	native
Hydrophyllaceae (Waterleaf Family)			
Phacelia crenulata var. ambigua	heliotrope phacelia	annual herb	native
Phacelia fremontii	Fremont's phacelia	annual herb	native
Phacelia ivesiana	Ives' phacelia	annual herb	native
Malvaceae (Mallow Family)			
Eremalche rotundifolia	desert five-spot	Annual herb	native
Namaceae (Nama Family)			
Nama demissa	purplemat	annual herb	native
Onagraceae (Evening Primrose Family)			
Chylismia brevipes	yellow cups	annual, perennial herb	native
Chylismia claviformis ssp. integrior	clavate fruited primrose	annual, perennial herb	native
Eremothera boothii	Booth's sun cup	annual herb	native

Scientific Name	Common Name	Habit	Status[1]
Eremothera refracta	narrow-leaved primrose	annual herb	native
Oenothera primiveris	yellow desert evening primrose	annual herb	native
Papaveraceae (Poppy Family)			
Eschscholzia glyptosperma	desert gold poppy	annual herb	native
Plantaginaceae (Plantain Family)			
Antirrhinum filipes	tangled snapdragon	annual herb	native
Antirrhinum kingii	king's snapdragon	annual herb	native
Poaceae (Grass Family)			
Festuca octoflora	sixweeks grass	annual grass	native
Polemoniaceae (Phlox Family)			
Chorizanthe rigida	rigid spineflower	annual herb	native
Polygonaceae (Buckwheat Family)			
Aliciella hutchinsifolia	desert pale gilia	annual herb	native
Gilia cana ssp. speciformis	showy gilia	annual herb	native
Gilia stellata	star gilia	annual herb	native
Ipomopsis polycladon	branching gilia	annual herb	native
Langloisia setosissima ssp. setosissima	lilac sunbonnet	annual herb	native
Linanthus jonesii	Jones linanthus	annual herb	native
Loeseliastrum matthewsii	desert calico	annual herb	native
Loeseliastrum schottii	Schott gilia	annual herb	native
Polygonaceae (Buckwheat Family)			
Chorizanthe brevicornu var. brevicornu	brittle spine flower	annual herb	native
Chorizanthe rigida	rigid spiny herb	annual herb	native
Eriogonum brachypodum	parry's buckwheat	annual herb	native
Eriogonum nidularium	whisk broom	annual herb	native
Eriogonum trichopes	little desert buckwheat	annual herb	native

Source: Modified to update nomenclature and only include common annual plant species. From TABLE 5.2-3 *Plant Species Observed within the HHSEGS Site and 250-foot Buffer during 2011 Surveys*, Section 5.2 Biological resources, Volume 1, Application for Certification for Hidden Hills Solar Electric Generating System. (Hidden Hills Solar, LLC. 2011).

The site would be seeded, covered with a layer of mulch, and watered immediately prior to the regional rainy season, allowing for establishment of a vegetative cover similar to the conditions currently present on the site. The revegetation of the decommissioned Developed Area will be performed initially by the placement of the native seed mix. To avoid compaction by vehicles or machinery of the de-compacted soils and recently deposited topsoil, hand broadcasting or hydroseeding will be the approved method for initial seeding/revegetation. Timing of the seeding will be crucial to the successful germination and

establishment of new seedlings. Optimal timing of the seeding will be during the regional rainy season (likely the month of December), optimally right before a sizeable rain event. Based on the approximate 2,400-acre developed area, it is recommended that 48,000 lbs. of seed mix (50 pounds per acre) be spread evenly throughout the site. After seeding, if hand broadcast, the site will be covered with a thin layer of mulch to prevent seed mix from blowing away, retain soil moisture, and increase the likelihood of successful seed germination and recruitment; if hydroseeding is used an appropriate hydro mulch should be used in the applied mixture to accomplish the same goals.

The current proposed seed mix has been developed as a non-irrigated mix given the dry, arid conditions present within the region of the Project Area. These desert species thrive in this climate and providing irrigation may do more harm than good. Allowing the seed to germinate using natural rain events will result in stronger plans and a higher percent survival.

Harvesting of the existing vegetation on the developed area is not recommended due to the period of time between construction and decommissioning. The likely success of the survival of the existing shrubs (e.g., creosote bush) is low and the species of shrubs on the site do not generally respond well to being transplanted.

4.3 Success Criteria

Success criteria (e.g., germination, plant survival, and plant cover over time) have been determined based on the current conditions of the site prior to Project implementation. Monitoring/maintenance activities will be performed by a qualified biologist/botanist and will last at least five years.

- After five years, vegetative cover in scrub/shrub communities at the Project Area will be equal to or greater than 50 percent of what is currently present at the site, as determined by a qualified biologist/botanist. Pre-Project shrub/sub-shrub vegetative cover is estimated at 15 percent average in scrub/shrub communities, with an average cover of 8 percent in the herbaceous stratum.
- After five years, vegetative cover in herbaceous communities at the Project Area will be equal to or greater than 50 percent of what is currently present at the site, as determined by a qualified biologist/botanist. Pre-Project average herbaceous vegetative cover is estimated at five percent. In herbaceous areas currently dominated by non-native annual species, pre-Project averages may reflect a higher cover than would be present if non-native species were absent. Success criteria in these areas should take into account presence of non-native and noxious weed species.
- Non-native, invasive plant species cover shall not exceed the pre-Project implementation percent cover.

Along with the above quantitative assessment, qualitative criteria will be used to determine success. Qualitative monitoring will serve to document site conditions such as potential erosion concerns, non-native species regrowth/colonization, and general vegetative development.

The following qualitative criteria will be used:

- Shrub and sub-shrub seedlings shall be healthy and have observable growth each year.
- Vegetation shall have no signs of drought stress.

As part of the quantitative assessment, plant cover should be comparable to the surrounding undisturbed lands with indigenous or native vegetation. Additionally, it is important to note that adjacent areas will not be experiencing non-native species removal and therefore will remain somewhat disturbed.

The revegetation may be considered successful if the five-year success criteria are achieved after five years or prior to the end of the monitoring period, pending county approval.

If the five-year success criteria are not met, then a contingency plan shall be implemented. Contingency plan recommendations can be found below.

4.4 90-Day Establishment Period

The monitoring and reporting protocols outlined below will be completed by a designated biologist/botanist in coordination with County staff:

- Following seeding, the developed area will be monitored every two weeks for the first 90 days.
- During the 90-day germination and establishment period, monitoring activities will include: (1) verifying that seeds have germinated, (2) verifying new recruits are surviving, (3) removing any non-native and invasive weeds that may have germinated.
- After the 90-day germination and establishment period, the designated biologist/botanist will draft a report summarizing the monitoring and maintenance activities that were implemented. Photos from designated photo points, relative percent cover of native plants, and any complications observed will be included in the report.

4.5 Biannual Monitoring

After completion of the 90-day establishment period monitoring and reporting, the designated biologist/botanist will complete the following monitoring and reporting protocols every six months (biannually):

- Recruited plants will be checked to ensure they are surviving. Non-native invasive species will be removed throughout the Project Area.
- Following each visit, the designated biologist will draft a short report documenting monitoring and maintenance activities that were implemented. Photos from designated photo points, relative percent cover of native plants, and any complications observed will be included in the report.

If success criteria are not met by the end of the five-year monitoring and maintenance period, the approved Contingency Plan outlined below will be implemented.

4.6 Contingency Plan

Establishing plants from seeds is known to be challenging in arid climates. If the success criteria outlined in Section 4.1 are not met by the end of the five-year monitoring and reporting period, the following Contingency Plan should be implemented.

Creosote plant individuals will be reared in one-gallon container pots. After they have grown for one year and are viable, the individual creosote plants will be transplanted into the soil in bare spaces throughout the Project Area. After planting, the base of each creosote plant will be surrounded by a thin layer of mulch to retain soil moisture. Additionally, each plant will be watered immediately after planting to ensure establishment. Timing of the plantings is crucial and should occur during the regional rainy season (likely

the month of December), ideally prior to a sizeable rain event. The number of creosote bush plants needed to revegetate the Project Area to achieve the required cover goals will be determined by the designated biologist botanist after the five-year monitoring period. Section 4.2, Monitoring and Maintenance outlines the protocols to effectively monitor and maintain the installed creosote bush plants in the Project Area.

4.7 Revegetation Expenses

During revegetation, the Project will incur costs associated with purchasing materials (i.e., seeds and mulch), labor for revegetation activities, the initial watering, and monitoring and maintenance of the Project Area. Appendix A summarizes the estimated costs for activities and materials associated with revegetation of the Project Area. Table 8 provides the estimated contingency watering costs.

Table 8. Estimated Contingency Watering Costs

Activity	Unit	Number	Cost Info	Total
Watering (optional as potential contingency measures)	1 Week of Watering	12	$75,282/week	$903,384 (12 weeks)

5.0 Decommissioning Cost Estimate Summary

Expenses associated with decommissioning the Project will be dependent on labor costs at the time of decommissioning. For the purposes of this report, 2024 California Prevailing Wage Rates were used to estimate labor expenses. Fluctuation and inflation of the labor costs were not factored into the estimates.

5.1 Decommissioning Risk Over the Lifecycle of a Project

The probability of an event that would lead to abandonment or long-term interruption is extremely low during the first 15 to 20 years of the Project life. Accordingly, the risk of decommissioning the Project is extremely low during this time frame. The reasons why the risk to decommission the Project is extremely low in the early phases of the Project include, but are not limited to:

- Project owners have sophisticated financing structures that allow the lender or tax equity partner to step in and rectify the event that may lead to abandonment.
- Power Purchase Agreements (PPAs) are held between the Applicant and off-takers to purchase the generated power. Such PPAs play a key role in the financing of independently owned (i.e., not owned by a public utility) electricity generating assets since they define the revenue terms for a project and the credit quality.
- Most critical solar components have original equipment manufacturer (OEM) warranties with terms in excess of five years that include labor and parts. A warranty is an agreement or guarantee outlined by a manufacturer to a customer that defines performance requirements for a product or service. Warranties give customers a form of insurance if the purchased product or service does not adhere to quality standards. These warranties assure the Project owner, financing parties, and other stakeholders, that equipment will perform as expected, which minimizes the risk of a decommissioning event. Average warranty lengths for critical solar components range from 5 to 10 years, with production warranties on solar panels extending to 20 to 25 years.
- Solar projects consist of many networked components designed to convert solar radiation into electrical energy. The failure of any single component will not result in a substantial reduction of energy generation that could lead to a decommissioning event.
- Solar projects are required to maintain replacement value property damage insurance coverage and business interruption insurance coverage. Business interruption insurance covers the loss of income that a business suffers after a disaster or equipment failure. Typical solar business interruption insurance covers income loss for 12 months from the date of the event triggering the loss.
- The replacement costs of solar components will typically decline over time, and accordingly, costs to replace failed or damaged equipment after lapsed OEM warranties will not create large financial hurdles for the Project.
- In the early stages of the Project the resale value of the equipment is significantly higher than the decommissioning costs, resulting in a net positive (revenue).

5.2 Decommissioning Expenses

During decommissioning, the Project will incur costs associated with disposal of components not sold for salvage, including materials which will be disposed of at a licensed facility, as required. Decommissioning costs also include backfilling, grading, and restoration of the proposed Project Area as described in Section 3, Existing Land Use and Permit Closure Compliance. The decommissioning expenses (costs) (AZTEC TYPSA 2026) are included as Appendix A.

5.3 Decommissioning Revenues

The equipment salvage value (AZTEC TYPSA 2026) is included in Appendix A. This section provides information related to the current understanding of revenue streams from salvaged equipment from the facility.

Revenue from decommissioning the Project will be realized through the sale of the solar facility components and construction materials. As previously described, the value of the decommissioned components will be higher in the early stages of the Project and decline over time. Resale of components such as solar panels is expected to be greater than salvage (i.e., scrap) value for most of the life of the Project, as described below. For purposes of this report, only estimated salvage values were considered in net revenue calculations, as this is the more conservative estimate strategy.

Modules and other solar plant components can be sold within a secondary market for reuse. A current sampling of reused solar panels indicates a wide range of pricing depending on age and condition ($0.10 to $0.30 per watt). Future pricing of solar panels is difficult to predict at this time, due to the relatively young age of the market, changes to solar panel technology, and the ever-increasing product demand. Increased costs of removal, for resale versus salvage, would be expected in order to preserve the integrity of the panels; however, the net revenue would be substantially higher than the estimated salvage value.

Secondary markets for used solar components include other utility scale solar facilities with similar designs that may require replacement equipment due to damage or normal wear over time; or other buyers (e.g., developers, consumers) that are willing to accept a slightly lower power output in return for a significantly lower price point when compared to new equipment.

The resale value of components such as trackers may decline more quickly; however, the salvage value of the steel that makes up a large portion of the tracker is expected to stay at or above the value used in this report.

The market value of steel and other materials fluctuates daily and has varied widely over the past five years. Salvage value estimates were based on an approximate five-year-average price of steel and copper derived from sources including on-line recycling companies and United States Geological Survey commodity summaries. The price used to value the steel used in this report is $204 per metric ton (including transport); aluminum at $0.40 per pound; silicon at $0.40 per pound and glass at $0.05 per pound.

The main material of the tracking system and piles is assumed to be salvageable steel. The main components of the solar modules are glass and silicon with aluminum framing. A 50 percent recovery rate was assumed for all panel components, due to the processing required to separate the panel

components. Alternative and more efficient methods of recycling solar panels are anticipated before this Project is decommissioned, given the large number of solar facilities that are currently being developed.

Resources for the salvage of materials at end of life will change over the lifetime of the Project. During the first 10-15 years of Project operation, the components would be sold in a secondary market, rather than salvage; therefore, recycling would not be needed until much later in the Project life. At that point in time the availability and type of salvage operations will differ from today's selection. Recycling and salvage of solar components will be a growing market over the life of the Project due to the increase in solar energy plants installed and therefore increased business opportunities. Another factor in the salvage revenue analysis is that the availability of natural resources is anticipated to diminish over time, leading to an increase in revenue for the component's base materials. These market changes will lead to additional options for salvage of Project components.

A list of current regional salvage and recycling businesses is offered below, although, as discussed, this list is expected to change and grow by the time the Project is decommissioned.

- SA Recycling; Las Vegas locations (approximately 50 miles from Project Area)
- Pahrump Valley Recycling; Pahrump, NV (approximately 30 miles from Project Area)
- TriCounty Scrap Metals; Pahrump, NV (approximately 30 miles from Project Area)

5.4 Decommissioning Cost Summary and Financial Assurance

The Applicant will be responsible for decommissioning the Project facilities. **Table 9** provides a summary of the estimated cost of decommissioning the Project, using the information detailed in Appendix A. Estimates are based on average 2025 prices.

Table 9. Net Decommissioning Summary

Item	Cost/Revenue
Gross Decommissioning Expenses	$13,859,459
Water Well Destruction	$30,400
Contingency and Administrative Costs (20%)	$2,771,892
Salvage Revenue Offset	($14,270,203)
Revegetation Cost Watering Contingency (Table 8)	$903,384
Decommissioning Cost with Salvage Value Offset and Contingencies	**$3,294,932**

The Applicant has indicated that a financial guarantee to cover the approved decommissioning cost, including a 20 percent and watering contingency, will be provided in a form and amount that is acceptable to the County Supervisors, County counsel and the Land Use Services Director.

As detailed in the County code, the decommissioning plan and financial assurance will be reviewed by the County and the Applicant as often as annually or as deemed necessary and adjusted according to the California Building Cost Index or another index approved by the County to ensure sufficient resources are available to decommission the Project throughout its life.

6.0 References

AZTEC TYPSA. 2026. Decommissioning Plan Cost Estimate (Excel spreadsheet).

California Department of Water Resources (DWR). 2026. Part III. Destruction of Water Wells. Available at: https://water.ca.gov/Programs/Groundwater-Management/Wells/Well-Standards/Combined-Well-Standards/Water-Destruction.

California Native Plant Society (CNPS). 2026. A Manual of California Vegetation Online. Available at: https://vegetation.cnps.org/.

Hidden Hills Solar, LLC. 2011. Application for Certification for Hidden Hills Solar Electric Generating System. Available at: https://web.archive.org/web/20150910004220/http://www.energy.ca.gov/sitingcases/hiddenhills/documents/applicant/afc/.

Inyo County. 2026. Personal comms with well inspector at Inyo County Environmental Health Department.

Inyo County. 2025. Code of Ordinances: Title 21 Renewable Energy Development. Updated September 23, 2025. Available at: https://ecode360.com/44467123#44467123.

____. 2002. Inyo County General Plan: Land Use and Conservation/Open Space Elements. Diagram 29. Charleston View. Available at: https://www.inyocounty.us/sites/default/files/2020-02/Landuse%20Diagrams.pdf

____. 2015. Inyo County Renewable Energy General Plan Amendment: Final Errata to the Final Program Environmental Report. March 24, 2015. Available at: https://www.inyocounty.us/sites/default/files/2020-04/FinalREGPA33015.pdf

Jepson eFlora. 2025. Available at: http://ucjeps.berkeley.edu/eflora/.

Stantec Consulting Services Inc. (Stantec). 2025. Bonanza Peak Solar Project: Botanical Resources Survey Report. September 18, 2025.

Appendix A. AZTEC Cost Estimate

Assuming minor positive recycle value for PV module:

DECOMMISSIONING COST ANALYSIS

	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST	LOGIC
	I. DISASSEMBLY & DISPOSAL		**EA**			
1	Disconnect of Electrical System	5	Days	$946.00	$4,730.00	* Assumes 10 hr day for 1 qualified lineman.
2	PV Modules	877,366	EA	$4.38	$3,839,938.53	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove ~300 panels/day.
3	PV Modules Recycling (30% of modules)	263,210	EA	$4.30	$1,131,802.14	
4	SKIDs (Inverters & Transformers)	124	EA	$3,773.75	$467,945.00	
5	Racking Frame (Single Axis) - 4 STR	6,991	EA	$32.83	$229,479.58	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 40/day.
6	Racking Frame (Single Axis) - 3 STR	627	EA	$26.26	$16,465.02	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 50/day.
7	Racking Frame (Single Axis) - 2 STR	175	EA	$21.88	$3,829.58	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 60/day.
8	Racking Frame (Single Axis) - 1 STR	59	EA	$18.76	$1,106.67	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 70/day.
9	Driven piles (Racking, SKIDs & Other)	133,487	EA	$43.77	$5,842,281.03	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 30/day.
10	DC Wiring Underground	37,200	LF	$1.64	$61,054.50	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume 800 LF/day, 300 LF of trenches per SKID.
11	DC Wiring Aerial	434,000	LF	$0.82	$356,151.25	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume 1600 LF/day, 3500 LF of messenger wire per SKID.
12	MV Wiring Underground	93,600	LF	$1.64	$153,621.00	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume 800 LF/day.
13	Wiring(Conduits)	18,600	LF	$2.63	$48,843.60	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume 500 LF/day, 150 LF per SKID.
14	Fence Removal	58,707	LF	$2.59	$152,051.13	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck) = $1,313/day. Assume crews can remove 600 LF/day with some concrete footings.
15	Concrete demolition	512	CY	$189.95	$97,254.40	* Use Crew B-3B (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = $3,799/day. Assume crews can remove 20 CY/day, all fence post embeded in concrete.
16	Concrete disposal	512	CY	$15.23	$7,797.76	* Assumed $7.49 ton per Concrete Recycling Inc. crushing and recycle costs. One CY = 2.03 tons
17	Dismantling of Interior Roads	30,413	LF	$2.52	$76,691.45	* Use Crew A-5 (2 Laborers; .25 Truck Driver; .25 Flatbed Truck; 0.25 Excavator) = $1,513/day. Assume crews can remove 600 LF/day.
18	Gravel Disposal	3,626	CY	$29.91	$108,465.81	
19	General Conditions 10%	1	LS	$1,259,950.84	$1,259,950.84	
				SUBTOTAL	**($ 13,859,459.29)**	
	II. SITE RESTORATION					
20	Re-Seeding (includes seed)	720	AC	$1,419.00	$1,021,680.00	* Cost includes: (Seed: 4-7 species (native types) Also with estimate is labor Spraying; Disking; Planting; Mulch; One man & machine)
21	Re-Grading / Stormwater System basins	85,000	CY	$6.18	$525,016.67	* (2 Laborers; 1 Equip Oper; 1 Truck Driver; 1 Backhoe; 1 Dump Trk) = $3,706/day. Assume crews can grade 600 CY/day.
				SUBTOTAL	**($ 1,546,696.67)**	
	III. SALVAGE					
22	PV Modules (assume 70% of modules)	614,156	EA	$11.40	$7,001,380.68	Assumes minimal material recycling value and no ability to sell resell modules for operational use. 2 cents/Wp, and 20% degradation.
23	SKIDs (Inverters & Transformers)	124	EA	$913.75	$113,305.00	
24	Racking Frame (Single Axis)	20,172,496	LBS	$0.14	$2,824,149.48	
25	Driven piles (Racking, SKIDs & Other)	19,222,128	LBS	$0.14	$2,691,097.92	5 ft reveal, 7 ft embedment, W6x12 piles
26	Tracker Motors	7,793	EA	$6.80	$52,992.40	
27	Fencing	293,530	LBS	$0.14	$41,094.20	Assumes 5 lbs/ft of fence
28	DC Wiring (Al)	2,309,976	LBS	$0.40	$923,990.40	Assumes 706 lbs/kft for 750 kcmil, 622 lbs for 500 kcmil.
29	MV Wiring (Al)	1,555,482	LBS	$0.40	$622,192.80	Assumes 329 lbs/kft for 350 kcmil, 622 lbs for 500 kcmil, 939 lbs for 1000 kcmil, 1173 lbs for 1250 kcmil.
				SUBTOTAL	**$ 14,270,202.88**	

4 string ext Green		4 string edge Black		4 string int Orange		3 string ext Green		3 string edge Black		3 string int Orange		2 string ext Green		2 string edge Black		1 string ext Orange		1 string ext Orange	
m	mm	m	mm	m	mm	m	mm	m	mm	m	mm	m	mm	m	mm	m	mm	m	mm
132	4	132	2.5	132	2.2	100	4	100	2.5	100	2.2	68	4	68	2.5	35	4	35	2.5
ft	weight		weight		weight		weight		weight	32	weight		weight	33	weight		weight		weight
433.0709	3521	433.0709	2201	433.0709	1936	328.084	2667	328.084	1667	328.084	1467	223.0971	1814	223.0971	1134	114.8294	934	114.8294	583

Torque tube weight

8.13	lbs/ft	5" D	4 mm
5.08	lbs/ft	5" D	2.5 mm
4.47	lbs/ft	5" D	2.2 mm

average weight

4 str	2121.322	80/10/10
3 str	1607.062	80/10/10
2 str	1473.696	50/50
1 str	758.52	50/50

Fence

3	ft	deep
1	ft	diameter
2.356194	c ft	volume
13832.28	c ft	all fence posts
512.306	cy	all fence posts

road gravel

0.5	ft	height
16	ft	width
30,413	ft	length
243304	cft	
9011.25	cy	

Skid gravel

27.41667	length
20	width
1	height
548.3333	c ft
67993.33	cft totales
2518.269	

From: James Copeland <jcopeland@deathvalleyschools.org>
Sent: Tuesday, July 15, 2025 12:51 PM
To: Cynthia Draper <cdraper@inyocounty.us>
Subject: Solar Project follow up

You don't often get email from jcopeland@deathvalleyschools.org. Learn why this is important

Cynthia -

Following find some thoughts regarding Charleston View and issues which might be addressed as the solar project moves forward -

Death Valley Unified School District does, and has, provided K-12 education to those students residing in Charleston View. What we are seeing is an increase in enrollment from families who have relocated to Charleston View. All students are transported via school bus to our high school and elementary campuses in Shoshone. We do want to share that increased construction and maintenance traffic on Old Spanish Trail will only increase the wear and tear on what is already a sub standard highway. Our hope would be that some consideration be given to highway improvements to include turnouts for bus stops as well as a highway that would comply with California state highway guidelines as to width, etc.

At present, the lack of viable emergency services for the entire of eastern Inyo County are, without a doubt, the biggest concern that our school district faces. Should we call 911 it is doubtful that there will be a response, generally not one with qualified personnel to fight fire or tackle medical aide calls. I think about this every day with hopes that some viable solution might be available. SIFPD exists in name only - not comforting for those of us responsible for young lives and those of employees.

As a result I propose the following as a partnership with our communities and the developer of this new solar project. With the transportation of lithium batteries over our roads and the siting of lithium ion batteries on the project sit the following would do a lot to allay fears and support the viability of this project. In short, DVUSD recommends that the developer financially support, on an ongoing basis, emergency services for Charleston View as well as Old Spanish Trail.

I want to be clear in stating that these monies would go to a responsible emergency services provider, in this case either CAL FIRE or Bureau of Land Management - Thus assuring that oversight and protocols would guarantee that everyone falling under this umbrella would be served by qualified and drug free personnel.

This issue further leads to our suggestion that the developer fund five full time emergency services positions staffed by trained firefighter/paramedics. While this would be expensive, the cost would pale if a fire, medical or lithium ion event cost lives. Needless to say, serious legal issues would arise if it were determined that there were no emergency services supporting this project.

Though it might be suggested that this proposal falls under the Southern Inyo Fire Protection District, it must be made clear that time and technology simply mandate a more serious effort to save lives and property. That coupled with a lack of qualified leadership guiding current SIFPD suggest that this project needs to reach beyond our local borders to ensure the safety and security of the surrounding community. Hence, the suggestion of a BLM or CAL
FIRE presence supporting our communities as well as the project staff and properties.

As to support for the Charleston View Community the school district would, without hesitation, support a road improvement effort covering some of the more traveled roads in Charleston View. This is not to suggest paved roads but, rather, some efforts including a road grader to help smooth some of those roads along with a road brush to help ensure that emergency service, school buses and residents could more easily access properties off Old Spanish Trail (I will be forwarding a map of the roads our buses traverse along with the names of the roads with the most traffic).

Thanks - anything else let me know

Jim

--
Jim Copeland
Superintendent
Death Valley Unified School District
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ENERGY, INSTALLATIONS
AND ENVIRONMENT

OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE
3400 DEFENSE PENTAGON
WASHINGTON, DC 20301-3400

July 14, 2025

Stephanie Lauer
Senior Director of Permitting, Lands, and GIS
174 Power Global
400 Spectrum Center Drive; STE 1400
Irvine, CA 92618

Dear Ms. Lauer,

As requested, the Military Aviation and Installation Assurance Siting Clearinghouse coordinated within the Department of Defense (DoD) an informal review of the Bonanza Peak Energy Project. The results of our review indicated that the solar project, located in Inyo, (CA) Nye and Clark Counties (NV), CA, as proposed, will have minimal impact on military operations conducted in the area. However, any subsequent changes will require an additional review by the DoD.

Please note that this informal review by the DoD Military Aviation and Installation Assurance Siting Clearinghouse does not constitute an action under 49 United States Code Section 44718 and that the DoD is not bound by the conclusion arrived at under this informal review. To expedite our review in the Obstruction Evaluation Airport Airspace Analysis (OE/AAA) process, please add the project number (2025-6-S-DEV-15) in the comments section of the filing. If you have any questions, please contact me at robbin.e.beard.civ@mail.mil.

Sincerely,

Robbin Beard
Acting Executive Director
Military Aviation and Installation
Assurance Siting Clearinghouse

Memorandum:
Ambiguities in the Inyo County REGPA Water Rights Retirement Policy

From: Patrick Donnelly, Center for Biological Diversity

To: Cathreen Richards, Inyo County Planning Department
Holly Alpert, Inyo County Water Department
Will Wadelton, Inyo County Commissioner, District 5

CC: Stephanie Lauer, 174 Power Global
Laura Crane, The Nature Conservancy, California Chapter
Mason Voehl, Amargosa Conservancy
Greg James, Attorney

The Inyo County Renewable Energy General Plan Amendment Policy WR-3.7 applies to renewable energy projects located in Charleston View in southeast Inyo County. It states, "Projects proposed in Charleston View shall be water sustainable and shall require project applicants to purchase and retire water rights along the same flow path for the water that will be used for the project (construction and maintenance) at a minimum of a 1 to 1 ratio."

However, there are significant questions about how this provision could be implemented. In particular, jurisdictional differences in water management practices between Nevada and California make the intent of this provision somewhat vague and difficult to implement. This memorandum will look at the history of this provision, the challenges in implementing it, and will suggest paths forward.

The Inyo County REGPA & Groundwater in Charleston View

To understand the origin of this provision we need to go back to the early part of the 2010s. While a variety of factors led to the development of the Inyo County REGPA, one of the most contentious elements was the Hidden Hills Solar Project proposal in Charleston View. This project was a "power tower" proposal, which would have consumed several hundred acre-feet of water per year, every year.

Charleston View is part of the Pahrump Valley hydrographic basin, established as Basin 162 by the USGS. Basin 162 spans Nevada and California, though it is primarily within Nevada, and almost the entirety of the population of Pahrump Valley lives on the Nevada side of the border.

Groundwater underlying Pahrump Valley and Charleston View originates as snowmelt on Mount Charleston, which then flows down both a shallow alluvial aquifer and a deep carbonate aquifer. Extensive geochemical and geologic evidence indicates that the water discharging at Shoshone Spring, Tecopa Hot Springs, the Amargosa River Canyon, and Willow Creek/China Ranch mostly also originates from Mount Charleston in Nevada. This water flows under Pahrump Valley in the deep carbonate, and then enters California and moves via three flow paths to the Shoshone-Tecopa area: via Ash Meadows and down the Amargosa River; via Chicago Valley; and via Charleston View and California Valley. So theoretically groundwater will flow off Mount Charleston, underneath Charleston View, through California, into Willow Creek, discharging at China Ranch and then reaching the Amargosa River. Thus, any new water withdrawals in Pahrump Valley and in particular Charleston View, have long raised the hackles of conservationists.

Groundwater impacts were the chief concern expressed about the Hidden Hills Solar Project by conservationists, and was a driving factor in the debate about the Inyo County REGPA during its development in 2014-2015. In particular, The Nature Conservancy's California Chapter and the Amargosa Conservancy strongly advocated for "water neutral" development in Charleston View, and for limiting the permissible technologies to those that have no annual consumption of water.

In the end, the Inyo County Supervisors elected to prohibit solar thermal projects like Hidden Hills in the REGPA, due to the technology requiring ongoing water consumption. As a compromise, the Charleston View Solar Energy Development Area (SEDA) was designated in the REGPA, and strict conservation provisions were put in place to minimize the harm that development in the SEDA would cause. Again, at the urging of The Nature Conservancy's California Chapter and the Amargosa Conservancy, Policy WR-3.7 was included in the REGPA.

Pahrump Valley Water Management in Nevada

Groundwater management in Nevada is far more advanced than in California. Given that the Amargosa is not a medium or high priority basin under California's Sustainable Groundwater Management Act, groundwater pumping in Charleston View is functionally unregulated. Basically anyone can stick a well in the ground and start pumping with no real limits on how much they pump.

By contrast, groundwater pumping in Nevada is strictly regulated. The entire state is broken up into groundwater basins, which from a management perspective are functionally regarded as discrete hydrogeologic units. Using the old USGS reconnaissance reports from the 1960s, the State Engineer (Nevada's chief water regulator) established "perennial yields" for each basin –

that is, the total amount of water that can be withdrawn each year without unduly impacting groundwater levels in the basin.

Pahrump Valley is managed as Basin 162 by the Nevada State Engineer. It has an established perennial yield of 20,000 acre-feet per year. Unfortunately, in the past water rights were issued far beyond what turned out to the perennial yield of the basin. As a result, there are 74,932 acre-feet per year of water rights issued in Basin 162.[1] Nearly that full amount was actually pumped during the 1960s and 1970s due to intensive cotton agriculture. The amount of pumping today is far less – estimated at 14,861 acre-feet per year. However this number is likely low, as it includes over 11,000 domestic wells estimated at pumping 0.5 acre-feet per year. Each domestic well is entitled to pump up to 2 acre-feet per year, and there are no meters so there is no way to verify how much each domestic well pumps. With the extensive tree cover and other irrigated landscaping around Pahrump, the 0.5 acre-feet number seems dubious. Thus pumping is likely higher than the 14,861 acre-feet per year number.

Overpumping of water in Pahrump Valley has caused groundwater levels to plummet by as much as two feet per year in some areas in the basin, causing cumulative declines of over 100 feet in the groundwater table. Clearly, pumping has far exceeded a sustainable level. There are also indications that overpumping is affecting Inyo County's water resources – springs down-gradient from Pahrump Valley in Inyo County are drying up, including Twelvemile Spring, Chappo Spring, and Tule Spring.[2]

The Nevada State Engineer has an objective of reducing groundwater appropriations in Pahrump Valley. Currently, anyone wanting to drill a new domestic well in Pahrump must purchase and retire two acre-feet of water per annum.[3] While this is well-intentioned, it has the effect of solving the problem on paper without solving it in reality. People who own unpumped paper water rights are enriched, but there's still a new domestic well and new pumping.

So there are really two discrete problems to deal with in Basin 162. First is the need to reduce pumping to a sustainable level. Given the marked declines in groundwater levels, it's clear that the sustainable level of pumping is *far less* than the 20,000 acre-foot per year perennial yield. Pumping must be reduced until it no longer reduces groundwater levels and dries up Inyo County's water sources. And second, there is a need to reduce paper water rights, which could be developed at any time. In other words, all 75,000 acre-feet of water is legally entitled to be pumped, which would be a catastrophe.

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[1] https://tools.water.nv.gov/Pumpage%20Inventories/162%20-%20Pahrump%20Valley/162%20-%202023%20-%20Pahrump%20Valley.pdf

[2] Andy Zdon, State of the Basin Report, 2020.

[3] https://images.water.nv.gov/images/Orders/1293Ao.pdf

Given the state of Basin 162, it is generally seen as a good thing by Nye County and the State Engineer to both reduce pumping and reduce paper water right allocations.

Policy WR-3.7 Is Intended to Retire Water Rights in Nevada

It must be recognized that both The Nature Conservancy, California Chapter and the Amargosa Conservancy envisioned this provision applying to water rights retirements *in Nevada.* Assuming that the Inyo County Board of Supervisors also intended for these water rights retirements to occur in Nevada is important. Otherwise, Policy WR-3.7 is illogical.

In unmanaged groundwater basins, California does not have a concept of "retiring water rights." Since pumping is not regulated in Charleston View, there is no way to retire a water right. You could plug a well, but someone can sink a well right next door and pump as much as they want. So there is no legal mechanism for water rights retirement in Charleston View, suggesting that the Inyo County Board of Supervisors intended that the retirements occur in Nevada.

There has been some concern that retiring water rights in Nevada would cause a problem with equity – wouldn't Nevada be upset to retire their own water rights to facilitate development in California? Wouldn't retiring water rights in Nevada not actually help Inyo County? The answer to both questions is no. Nevada officials would be happy to take water rights off the books in Basin 162 for any reason. And since Pahrump Valley is a single groundwater basin encompassing both sides of the border, retiring water rights on the Nevada side of the border provides a benefit to Inyo County residents and the environment by helping to bring the groundwater basin they are a part of into balance.

However, there is some uncertainty regarding Policy WR-3.7 as it applies to specific projects. Water rights in Nevada (and basically everywhere) are managed on an annual basis – in acre-feet per annum. However, water consumption by a solar project in Charleston View is likely to be a one-shot deal – withdrawals on the order of 1,000 acre-feet for construction over a 12-24 month period.[4] This is further complicated by Policy WR-3.7's requirement of a 1:1 mitigation ratio.

There is simply no mechanism to retire 1,000 acre-feet of water once. You'd be paying someone to say they won't pump 1,000 acre-feet. But who's to say they were pumping it to begin with? So there is a fundamental incongruity between what WR-3.7 is intending to mitigate and the mitigation solution provided in the Policy. There is simply no way to retire 1,000 acre-feet of water rights once.

[4] This is a broad generalization on solar projects, which generally consume about 1,000 acre-feet for construction of a 3,000 acre project.

Additionally, WR-3.7 requires that water rights retirements be on the same groundwater flow path as the withdrawals – but there are no significant annual uses of water along the Mount Charleston-Charleston View-California Valley-Willow Creek flow path.

What's the Solution?

Policy WR-3.7 is confusing and illogical as written for three reasons:

- It doesn't state where water rights retirements should happen, but the only place they could logically happen is in Nevada.
- There are no other appreciable water users along the flow path to retire water rights from.
- There is no mechanism to retire a single use of water rights. Water rights are managed on an annual basis.

We are faced with a challenge at the moment, because Bonanza Peak Solar is under permitting. There are two possible solutions to this problem:

1. The Board of Supervisors amends the REGPA to more clearly define the intent of Policy WR-3.7 to ensure that impacts to groundwater are sufficiently mitigated by any solar project in Charleston View.

OR

2. Bonanza Peak Solar reaches an agreement with the County and interested parties about acceptable mitigation measures, the Board of Supervisors uses a one-time variance to exempt the project from Policy WR-3.7, and no amendment of the REGPA is needed.

It is essential that Bonanza Peak, the County, and interested parties come to a solution about this matter. Policy WR-3.7 is not just fluff, it was put in for a reason – to ensure that impacts from projects like Bonanza Peak Solar are sufficiently mitigated so as not to harm Inyo County's residents or environment. Whether via amending the REGPA or having a project-specific agreement, steps must be taken to ensure that Inyo County's water resources are made whole by any new renewable energy development in Charleston View.

Southern Inyo Fire Protection District

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To: **Stephanie Lauer**
Senior Director of Permitting, Lands, and GIS
174 Power Global
400 Spectrum Center Drive, Suite 1400
Irvine, CA 92618

November 20, 2025

Re: Bonanza Peak Solar Project and SIFPD

Ms. Lauer:

The Southern Inyo Fire Protection District is in receipt of your project presentation regarding the Bonanza Peak Solar Project. We appreciate that 174 Power Global has listened to the concerns of community members and decided to forgo the battery storage element of the project. This amended project proposal addresses some of the initial concerns SIFPD had about the project.

During the construction period, we anticipate an increase in demand on SIFPD's services due to the Bonanza Peak Solar Project. Your representatives stated there would be up to 450 workers employed on site for 18 months, making it likely the largest job site in Inyo County. These workers would be driving in and out of the site and engaging in construction work with heavy equipment. These activities inevitably entail some number of injuries and necessity for emergency response. Per OSHA, construction sites on average experience 2.4 non-fatal workplace injuries per 100 workers per year,[1] indicating that with 450 workers for 1.5 years, we might expect 16.2 injuries at the job site. While not all of these will necessitate emergency response, it's a clear indicator that there will be increased demands on SIFPD's services.

Additionally, there will be significantly increased vehicular traffic on Old Spanish Trail. The 450 workers will drive into and out of the site daily, increasing passenger vehicle traffic substantially. Additionally there will be gravel trucks and trucks hauling solar panels and other heavy truck traffic on Old Spanish Trail. Coupled with the high number of large RVs being towed on that road as a primary access route to Dumont Dunes, this increases the likelihood of vehicular accidents warranting SIFPD response. Old Spanish Trail is in poor shape and is not very wide, posing challenges with speeding large RVs and gravel trucks both trying to occupy the same narrow road.

Thus we believe that the construction period will entail a significant increase in demand on SIFPD's services. During the operational phase, we expect demand on our services to return to closer to baseline, as the site will not have much activity on a day-to-day basis. The odd vehicular accident or transformer fire may require our services but, at least as foreseeable at this time, the main increased draw on SIFPD's services will be during the construction phase.

We appreciate that 174 Power Global has publicly stated their intention to support SIFPD as a part of their project, including support for a new fire station in Charleston View. As you're aware, SIFPD has been awarded $1.5 million from a federal appropriation, along with $500,000 in Inyo County matching funds, in order to fund new fire station construction in both Tecopa and Charleston View. It is likely that, given inflation and the general cost of doing business in Southeast Inyo County, these funds will not be sufficient to build two fire stations.

1 https://www.enr.com/articles/57549-construction-nonfatal-injury-illness-rate-dips-as-cases-rise-slightly

Having a fire station in Charleston View is essential for SIFPD to provide emergency response services to the Bonanza Peak Solar Project. It would also be a quality of life improvement for residents of Charleston View – not only would they have increased fire protection services, but they would be able to get homeowners' insurance and mortgages, which have been difficult to obtain without a nearby fire station.

SIFPD faces many challenges, and the lack of a fire station in Charleston View is only one of them. Much of our equipment is out of date, passed down from other fire departments. If we are going to respond to incidents at a large-scale construction site, it is necessary for us to do so with modern, functional equipment. We have a list of needs enumerated below.

Additionally, SIFPD faces challenges with staffing. We have a small, dedicated group of volunteers that provides emergency response across a 1,200 square mile area. Our EMT services have been carried out by a single volunteer who is functionally on call 24-7, though we recently had a new volunteer pass his national registry test and is in the process of becoming our second EMT. Nonetheless, we still face challenges with adequate staffing, and need support in order to potentially hire full-time certified staff. New fire stations are important, but we also need people to staff them.

One final item to note is regarding call-out pay. Our volunteers get small stipends when they respond to a call, called call-out pay. Call-out pay is not financial remuneration for work, but is meant to offset the costs to volunteers for their time when they respond to an emergency. Our volunteers do this work because they love our community and they feel a calling to serve their neighbors. In recognition that our volunteers would be responding to emergencies at Bonanza Peak Solar for a for-profit company that isn't from our community, we will be requesting reimbursement from 174 Power Global for increased volunteer call-out pay for emergency response to incidents at Bonanza Peak Solar Project.

Our requests are as follows:

- Financial support for construction of the Charleston View fire station, up to $1,000,000.
- Facilitating a donation of appropriate land for the Charleston View fire station.
- Purchasing essential equipment at a total of roughly $1,000,000, including:
    - 2x 2000-gallon Water Tender fire truck w/poly or stainless tank ($150k)
    - 2x Type 4 fire engine with foam dispenser and 750-1000 gallon tank ($225k)
    - Ambulance ($150k)
    - 4x SCBAs w/ 6x 45-minute tanks ($10k)
    - Portable light plant ($30k)
    - Tower at fire station for repeater and warning siren ($20k)
    - Jaws of life ($10k)
- Ongoing financial support for SIFPD staffing and operations ($200,000/year).
- Triple call-out pay for volunteers responding to Bonanza Peak Solar incidents (as needed, ~$1k per incident).

We stand ready for further discussion with your company, Inyo County Planning, and Inyo County Supervisor Will Wadelton about how 174 Power Global can support our community through SIFPD.

Sincerely,

Robin Flinchum
SIFPD Board Chairperson
Southern Inyo Fire Protection District
Working together to keep the heart of the Mojave safe!

The New York Times https://www.nytimes.com/2025/02/10/us/california-battery-plant-fire.html

A California Battery Plant Burned. Residents Have Gotten Sick, and Anxious.

Heavy metals detected in the soil have also created health implications for Monterey County's agriculture industry, and the workers who pick the produce.

Listen to this article · 9:18 min Learn more



By Orlando Mayorquín
Reporting from northern Monterey County, Calif.

Feb. 10, 2025

The vast farmlands just off the coast of California's Monterey Bay are usually quiet during the winter, when there are no crops to pick.

This winter, a different kind of stillness has taken hold. First, fears of immigration raids paralyzed the immigrant communities that make up the agricultural work force. And now, anxiety has spread over what some in the region believe is a sprawling and silent environmental disaster.

Last month, a battery-storage plant went up in flames and burned for days, prompting the evacuation of more than 1,000 residents and shutting down local schools. The plant, located in Moss Landing, an unincorporated community in Monterey County, is the largest facility in the world that uses lithium-ion batteries to store energy. Residents have reported feeling ill, and many of them worry that the fire polluted the air, soil and water with toxins.

“Now you don’t see anybody walking outside because it’s terrifying, everything that’s going on,” said Esmeralda Ortiz, who had to evacuate from her home in Moss Landing after the plant began burning on Jan. 16.

She noticed an odd metallic odor as she and her two young children fled. She said she later took her children to the doctor after they complained of headaches and sore throats, symptoms she also had. Eventually, her children felt better, but Ms. Ortiz said she worries about the potential long-term health effects and whether the strawberry fields where she and her husband plan to work during the harvest have been contaminated.

No homes were damaged in the fire, which unfolded more than 300 miles north of the devastating Palisades and Eaton fires in the Los Angeles area. For weeks, residents, officials, researchers and environmental and public-health experts have been trying to understand the scale of damage, but so far there have been few answers. What was unleashed by the plumes of smoke from thousands of burning lithium-ion batteries? And where did it go?

“A lot of people are concerned about the ingestion of heavy metals,” said Brian Roeder, who moved his family into a rental home for the next month after they felt ill at their home in Prunedale, about eight miles southeast of the fire.

“Most people can’t do that,” Mr. Roeder, 62, said of temporarily relocating. “But we have a 7-year-old and we’re like, ‘We got to get him out of here.’”



Brian Roeder at his home in Prunedale, Calif., about eight miles southeast of the Moss Landing battery-storage plant. Ian C. Bates for The New York Times

Vistra, the Texas-based energy company that operates the plant, said there were approximately 100,000 lithium ion battery modules inside the storage facility and that most of them had burned. The company said an exact accounting had yet to be done, because crews were still prohibited from entering the facility to do a visual inspection.

Tests conducted by a state agency, the Department of Toxic Substances Control, detected cobalt, nickel, copper and manganese — heavy metals found in lithium ion batteries — at wide-ranging levels in soil sampled at eight sites near the plant and up to roughly five miles away from it. Officials said the data was preliminary and

still needed to be thoroughly analyzed. Tests of the local drinking water found the presence of the metals but at safe levels. Air quality monitoring has not detected heavy metal particles or hydrogen fluoride, a gas associated with the batteries, county officials said.

In a separate study, researchers at San Jose State University's Moss Landing Marine Laboratories in the Elkhorn Slough Reserve, an estuary next to the battery facility, found that the levels of cobalt, nickel and manganese had significantly increased in topsoil samples in the area compared to levels from studies conducted before the fire.

The results of soil testing by the state agency and the university lab were cited in a lawsuit filed on behalf of four residents by a legal team that includes the environmental activist Erin Brockovich.

The suit alleged that the amount of cobalt, manganese, nickel and copper in the preliminary state data exceeded federal Environmental Protection Agency risk levels for residential soil, including for children. The lawsuit claimed the facility's fire-suppression system was deficient. It was filed against Vistra as well as other defendants, including the state's largest utility company, Pacific Gas & Electric, which operates another energy storage facility at the Moss Landing plant.

Vistra declined to comment on the lawsuit. The company said in a statement that it was working closely with local officials and community partners. "We have and will continue to do everything we can to do right by our community and are working in concert with federal, state and local agencies to ensure public health and safety," Vistra's statement read.

PG&E said it was reviewing the complaint. In a statement, the utility said the fire was not a PG&E incident. "The Moss Landing power plant is located adjacent to — but walled off and separate from — PG&E's Moss Landing electric substation," the statement read.



Many residents worry that the fire polluted the air, soil and water. Ian C. Bates for The New York Times

Mr. Roeder has helped lead residents in collecting more than 100 of their own soil samples for testing. The preliminary results detected varying concentrations of lithium, cobalt, nickel or manganese as far as 46 miles away.

Haakon Faste, 47, who lives in Ben Lomond, a mountain community roughly 25 miles northwest of the plant, recalled a metallic taste in the air in the days after the fire broke out on Jan. 16. He and his wife experienced a number of symptoms: sore throat, headaches, bloody noses.

“It feels like you’re breathing — I don’t know if it’s like breathing acid or it’s like the air is so incredibly dry that it burns deep down into your lungs, so it hurts to swallow,” Mr. Faste said.



Soil samples from land surrounding the power plant revealed heavy metals found in lithium ion batteries. Ian C. Bates for The New York Times

The couple evacuated and moved to a short-term rental. Trips to urgent care have yielded few answers about what may have sickened them.

People who inhale high concentrations of heavy metals experience profound health effects, said Dr. Justin Colacino, an associate professor of environmental health science at the University of Michigan School of Public Health. Throat irritation,

lung inflammation and difficulty breathing can occur with heavy-metal inhalation, and manganese can have neurological effects if inhaled at high levels.

“If people in the community are reporting these, that would be consistent with what we know from folks that breathe in metals like this in an occupational setting where the levels tend to be high,” Dr. Colacino said.

Even without a full understanding of the environmental and health effects, the fire has raised questions about the safety of energy storage technology that California is relying on to meet its ambitious timeline for a clean-energy future. The Moss Landing Power Plant has stood tall over the region since 1950, generating gas-powered electricity for the state’s grid. Vistra’s lithium-ion battery facility went online at the site in 2020, in an expansion approved by the California Public Utilities Commission.

Facilities like the one in Moss Landing store excess energy collected during the day and release it as electricity into the grid at night. Presented as a step toward a carbon-free future, the expansion received little attention or resistance from the public or from interest groups, said Glenn Church, a county supervisor who represents northern Monterey County.

“We are right now in a place where government does not have the knowledge to regulate this technology and industry does not have the know-how to control it,” Mr. Church said.

When a lithium-ion battery catches fire, industry best practice is to let it burn. Dousing it with water is ineffective and can cause a chemical reaction.

“I know of no other industry that does that,” Mr. Church said of letting the material burn.

He is pushing to keep the facility off line until there is a full accounting of the cause of the fire and its fallout. In addition, Dawn Addis, the state assembly member who represents the central coast, has introduced a bill to require local input in the permitting process and new regulations for new energy storage facilities. And the utilities commission has proposed the implementation of new safety rules.



More than 1,000 residents had to evacuate when the battery-storage plant went up in flames. Ian C. Bates for The New York Times

The depositing of heavy metals onto soil carries added implications for a region known for growing strawberries and other produce, and for the workers who pick the fruit.

At a forum on immigrant rights hosted by the local school district in nearby Castroville in late January, many hands shot up when the presenter asked how many farmworkers were in the room.

“People are in a such big moment of stress that they say it’s one thing and another,” Maria Tarelo, who works packing berries, said of the fears of federal raids and the battery plant fire.

Ms. Tarelo has advised her fellow workers to take precautions by wearing masks and gloves, as they face the potential of working land that could turn out to be hazardous to their health. For many men and women who labor in the fields, the pressing concern is that contaminated crops could result in less work.

“Then we don’t have anything to pay for food or rent,” Ms. Tarelo said. “Sometimes, no matter the state of the environment, we have to go work.”

Orlando Mayorquín is a Times reporter covering California. He is based in Los Angeles.

A version of this article appears in print on , Section A, Page 10 of the New York edition with the headline: A Battery Plant Burned, And Residents Grew Sick

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

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DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 27, 2026

Reference ID: 2026-691

Zone Text Amendment 2026-02/Inyo County - Update to Inyo County Code Section 21.20.020 Clarifying When Deviations from Development Standards May be Made for Renewable Energy Projects

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Cathreen Richards, Planning Director	Cynthia Draper, Assistant Planner

RECOMMENDED ACTION:

A) Conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Amending Section 21.20.020 of the Inyo County Code Pertaining to Renewable Energy Impact Determinations and Renewable Energy Permits with Regard to Development Standards;" and B) Waive further reading of and enact said ordinance.

BACKGROUND / SUMMARY / JUSTIFICATION:

Section 21.20.020 of the Inyo County Code (ICC) provides that development standards and procedures which deviate from those set by Title 18 (Zoning) may be applied to renewable energy projects as necessary or appropriate to the specific project. Section 21.20.020 lists various types of development standards, including noise, glare, building height, density, distance between buildings, types of uses, and others for which a deviation may be made. Staff recently became aware that the list of standards in Section 21.20.020 is vague and possibly under-inclusive. Moreover, it was unclear whether the list was meant to simply give examples of the types of standards which may be modified or whether it was intended as an inclusive list. To clean up the ambiguity, staff is recommending that the County approve Zone Text Amendment (ZTA) #2026-02, to update Section 21.20.020 to remove the vague and possibly under-inclusive list of development standards and leave in place the remaining language which provides generally that the Board of Supervisors and/or the Planning Commission may impose such standards as are necessary or appropriate with regard to renewable energy development agreements and renewable energy permits in lieu of the development standards of the underlying zoning (Ordinance attached). The project is an Exemption pursuant to CEQA 15061 - Commonsense Exemption.

Section 21.20.020 currently provides:

In lieu of imposing the standards and procedures set forth in Title 18 concerning: (1) permitted, conditional, and/or accessory uses related to a facility and its accessory uses and structures; (2) distance between buildings; (3) height, density and intensity; (4) light and glare; (5) noise; and (6) wireless communications facilities directly related to the facility, with regard to renewable energy development agreements, the county board of supervisors shall incorporate, and with regard to renewable energy

permits, the county planning commission shall impose, such standards as are deemed appropriate and may incorporate or impose such other standards and mitigation measures as are deemed necessary. Except for those exceptions specified in the preceding sentence, any facility for which a renewable energy development agreement or a renewable energy permit is required shall, to the extent allowed by law, be governed by the standards and/or procedures in Title 18.

If the proposed amendment to Section 21.20.020 is approved, that section would read as follows:

In lieu of imposing the standards and procedures set forth in Title 18, with regard to renewable energy development agreements, the county board of supervisors shall incorporate, and with regard to renewable energy permits, the county planning commission shall impose, such standards as are deemed appropriate and may incorporate or impose such other standards and mitigation measures as are deemed necessary. Except as modified pursuant to the preceding sentence, any facility for which a renewable energy development agreement or a renewable energy permit is required shall, to the extent allowed by law, be governed by the standards and/or procedures in Title 18.

FINDINGS

General Plan Consistency

ZTA 2026-02 is consistent with the County General Plan and its goals and objectives to support renewable energy development. The proposed amendment would eliminate ambiguity as to which standards may be established through a Renewable Energy Development Agreement (REDA) or renewable energy permit (REP) in lieu of the requirements of the underlying zoning. The amendment would not change or increase the amount of solar energy development allowed by the General Plan, which is determined by General Plan Policy MER-2.3 and illustrated in Table 3.1 of the Renewable Energy General Plan Amendment.

Zoning Ordinance Consistency

The proposed amendment is consistent with the County's existing regulations for renewable energy development. Section 21.20.020 currently allows development standards to be established through a REDA or REP in lieu of those provided in Title 18, including distance between buildings; height, density and intensity; light and glare; noise; and wireless communication facilities directly related to a renewable energy facility. The proposed amendment would remove uncertainty as to what this list includes and specify that, where necessary or appropriate, development standards may be established through a REDA or an REP that deviate from the underlying zoning.

Noticing

The Board of Supervisors Hearing for ZTA 2026-02 was advertised in the Inyo Register on October 3, 2026. Staff has received no comments as of the date of this hearing.

ENVIRONMENTAL REVIEW

ZTA 2026-02 is exempt from the California Environmental Quality Act under 15061 the Commonsense Exemption that states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This request to allow for the Board of Supervisors and/or the Planning Commission to establish design standards that can be imposed, in lieu of the design standards provided by the underlying zoning will have not have significant effects on the environment as it does not allow for additional or different types of renewable energy development. In those circumstances where it is utilized in the design of a specific renewable energy project, environmental review will be (and, in the case of the Bonanza Peak Solar project, has been) analyzed as part of that project. The amendment allows for clarity and flexibility beyond what is already found in Title 18 Zoning.

PLANNING COMMISSION RESOLUTION

The Planning Commission met on September 23, 2026 held a duly noticed public hearing, and voted unanimously to adopt a resolution (attached) recommending that the Board of Supervisors approve Zone Text Amendment 2026-02. There was no public comment.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	23800
Budgeted?	Yes	**Object Code**	
Recurrence	One-Time Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $2,000 staff time
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve ZTA 2026-02. This is not recommended because the clarification will be helpful in processing future requests for renewable energy development approvals in that it removes current ambiguity in Section 21.20.020.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Highest and Best Use of Property

APPROVALS:

Cathreen Richards	Created/Initiated - 10/12/2026
Darcy Israel	Approved - 10/12/2026
Stacey Simon	Approved - 10/20/2026
Cathreen Richards	Approved - 10/20/2026
John Vallejo	Approved - 10/20/2026
Denelle Carrington	Final Approval - 10/21/2026

ATTACHMENTS:

1. Draft Ordinance Addressing Setbacks - Title 21.20.020
2. Planning Commission Resolution 2026-03 - 9.23.2026

ORDINANCE

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS AMENDING SECTION 21.20.020 OF THE INYO COUNTY CODE PERTAINING TO RENEWABLE ENERGY IMPACT DETERMINTIONS AND RENEWABLE ENERGY PERMITS WITH REGARD TO DEVELOPMENT STANDARDS

WHEREAS, Title 21 of the Inyo County Code (ICC) sets forth requirements within the unincorporated area of the County with respect to renewable energy development; and

WHEREAS, section 21.20.020 of the ICC pertains to the development standards and procedures applicable to renewable energy facilities within the unincorporated area of the County; and

WHEREAS, section 21.20.020 allows for the Planning Commission and/or the Board of Supervisors to impose such development standards and procedures as are deemed appropriate for a renewable energy project in lieu of imposing the standards and procedures set forth in Title 18 (Zoning); and

WHEREAS, section 21.20.020 lists those development standards and procedures which may be modified in conjunction with the approval of a Renewable Energy Permit (REP) or Renewable Energy Development Agreement (REDA). That list includes: permitted uses and accessory uses; distance between buildings; height, density and intensity; light and glare; noise; and wireless communications facilities directly related to the facility; and

WHEREAS, to address uncertainty regarding this language, staff has recommended that section 21.20.020 be amended to eliminate the listing of specific development standards and procedures subject to modification for a renewable energy project and instead simply state that the development standards and procedures set forth in Title 18 may be modified as necessary for renewable energy projects and, if not modified, that the standards and procedures in Title 18 apply; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing on September 23, 2026 to consider the proposal to update Section 21.20.020 Minimum Requirements for Renewable Energy Impact Determinations and Renewable Energy Permits – Design Standards of the Inyo County Code with regard to consistency with the Inyo County Zoning Code, General Plan, and the California Environmental Quality Act, and concurred with staff recommendations, and approved a resolution recommending approval by the Board of Supervisors; and

WHEREAS, the adoption of this ordinance is Exempt pursuant to CEQA Guidelines 15061(b)(3) the General Rule.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS FOLLOWS:

SECTON I. All recitals above are incorporated herein as findings.

SECTION II. Section 21.20.020 of the Inyo County Code is superseded and replaced in its entirety with the following:

“In lieu of imposing the standards and procedures set forth in Title 18 concerning development standards and procedures with regard to renewable energy development agreements, the county board of supervisors shall incorporate, and with regard to renewable energy permits, the county planning commission shall

impose, such standards as are deemed appropriate and may incorporate or impose such other development standards, procedures and mitigation measures as are deemed necessary. Except as modified pursuant to the preceding sentence, any facility for which a renewable energy development agreement or renewable procedures in Title 18.

SECTION III. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION VI. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this October 27, 2026, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
TRINA ORRILL, Chairperson
Inyo County Board of Supervisors

ATTEST: Denelle Carrington
Acting Clerk of the Board

By: _____
Darcy Israel
Assistant Clerk of the Board

RESOLUTION NO. 2026-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE ZONE TEXT AMENDMENT NO. 2026-02 INYO COUNTY

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the Commonsense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This is a proposal to update section 21.20.020: "Minimum Requirements for Renewable Energy Impact Determinations and Renewable Energy Permits – Design Standards" of the Inyo County Code pertaining to development standards and procedures for renewable energy projects. That section currently provides that the Board or Planning Commission may apply different development standards or procedures from those set forth in Title 18 of the County Code, as appropriate, to renewable energy projects and includes a list of the standards or procedures within Title 18 subject to modification. This amendment would remove that specific list of standards or procedures, with the result of clarifying that the Planning Commission or the Board of Supervisors could apply development standards or procedures to a renewable energy project that differ from any standard or procedure set forth in Title 18, where determined to be appropriate. This amendment will not cause a significant effect on the environment because it is a change to language which enables a future/independent action which may or may not impact the environment, but the language change itself does not result in any physical change to the environment. The impacts (if any) of the application of development standards or procedures that differ from those set forth in Title 18 with respect to any specific renewable energy project would occur when and if that project is approved, and would be analyzed through that approval process; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing on September 23, 2026, to review and consider a request for approval of Zone Text Amendment No. 2026-02, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, the approval of ZTA 2026-02 is consistent with the Inyo County General Plan as it does not conflict with the policies found in the Renewable Energy General Plan Amendment or other elements found within the General Plan; and

WHEREAS, ZTA 2026-02 is consistent with the Inyo County Zoning code as it does not allow for an expansion of renewable energy projects than are currently allowed for in Title 18 or the County General Plan and Title 18 remains the default for zoning specific standards if none are put in place in lieu of based on section 21.20.020.

THEREFORE, BE IT HEREBY RESOLVED, that based on the above recitals, which are incorporated by this reference, all of the written and oral comments and input received at the September 23, 2026, public hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the findings for the proposed amendment to section 12.20.020 of the Inyo County Code:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the Commonsense Rule 15061(b)(3) Pursuant to the California Environmental Quality Act (CEQA), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This is a proposal to update Section 21.20.020: "Minimum Requirements for Renewable Energy Impact Determinations and Renewable Energy Permits – Design Standards" of the Inyo County Code pertaining to development standards and procedures for renewable energy projects. For the reasons stated in the above recitals, the amendment will not cause a significant effect on the environment.

2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Inyo County General Plan as it does not conflict with the policies found in the Renewable Energy General Plan Amendment or other elements found within the General Plan.

3. Based on substantial evidence in the record, the proposed Zoning Ordinance is consistent with Title 18 (Zoning) of the Inyo County Code. Title 18 remains the default for zoning specific standards and procedures applicable to renewable energy projects unless cause exists with respect to an individual renewable energy project to impose different standards or procedures under Section 21.20.020.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Adopt the proposed ordinance amending Section 21.20.020 the Inyo County Code related to Minimum Requirements for Renewable Energy Impact Determinations and Renewable Energy Permits – Design Standards based on all the information in the public record and on the recommendation of the Planning Commission.
2. Make all required findings as presented by staff.

PASSED AND ADOPTED this September 23, 2026, by the following vote of the Inyo County Planning Commission:

AYES: 4
NOES: 0
ABSTAIN: 0
ABSENT: 1

Caitlin Morley, Chair
Inyo County Planning Commission

ATTEST:
Cathreen Richards, Planning Director

By R Stubbs fo Sally faircloth
Sally Faircloth, Secretary of the Commission