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

2727 SOUTH RAINBOW BOULEVARD *
LAS VEGAS, NEVADA 89146-5148 PHONE 702-873-7550 * FAX 702-362-2597

EXHIBIT A



11/4/2026

W.O.8034
October 13, 2026
BY: WLB
P.R. BY: TZ

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED BETWEEN THE NEVADA, CALIFORNIA STATE LINE AND 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°54'21.55" WEST, 2,629.37 FEET; THENCE NORTH 88°05'36.83" EAST, 7,964.84 FEET; THENCE NORTH 01°52'34.62' WEST, 1,114.62 FEET; THENCE NORTH 88°07'23.66" EAST, 624.75 FEET; THENCE SOUTH 01°52'34.95" EAST, 112.05 FEET; THENCE NORTH 88°07'25.09" EAST, 965.48 FEET; THENCE SOUTH 00°00'00.00" EAST, 1,188.22 FEET; THENCE SOUTH 88°06'17.62" WEST, 487.15 FEET; THENCE SOUTH 01°52'34.90" EAST, 552.90 FEET;

THENCE SOUTH 88°07'43.09" WEST, 243.86 FEET; THENCE SOUTH 01°52'17.10" EAST, 711.00 FEET; THENCE SOUTH 88°07'43.87" WEST, 2,686.29 FEET; THENCE SOUTH 02°00'49.00" EAST, 1,178.22 FEET; THENCE SOUTH 88°03'44.52" WEST, 6,100.27 FEET TO THE **POINT OF BEGINNING,** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 501.28 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.

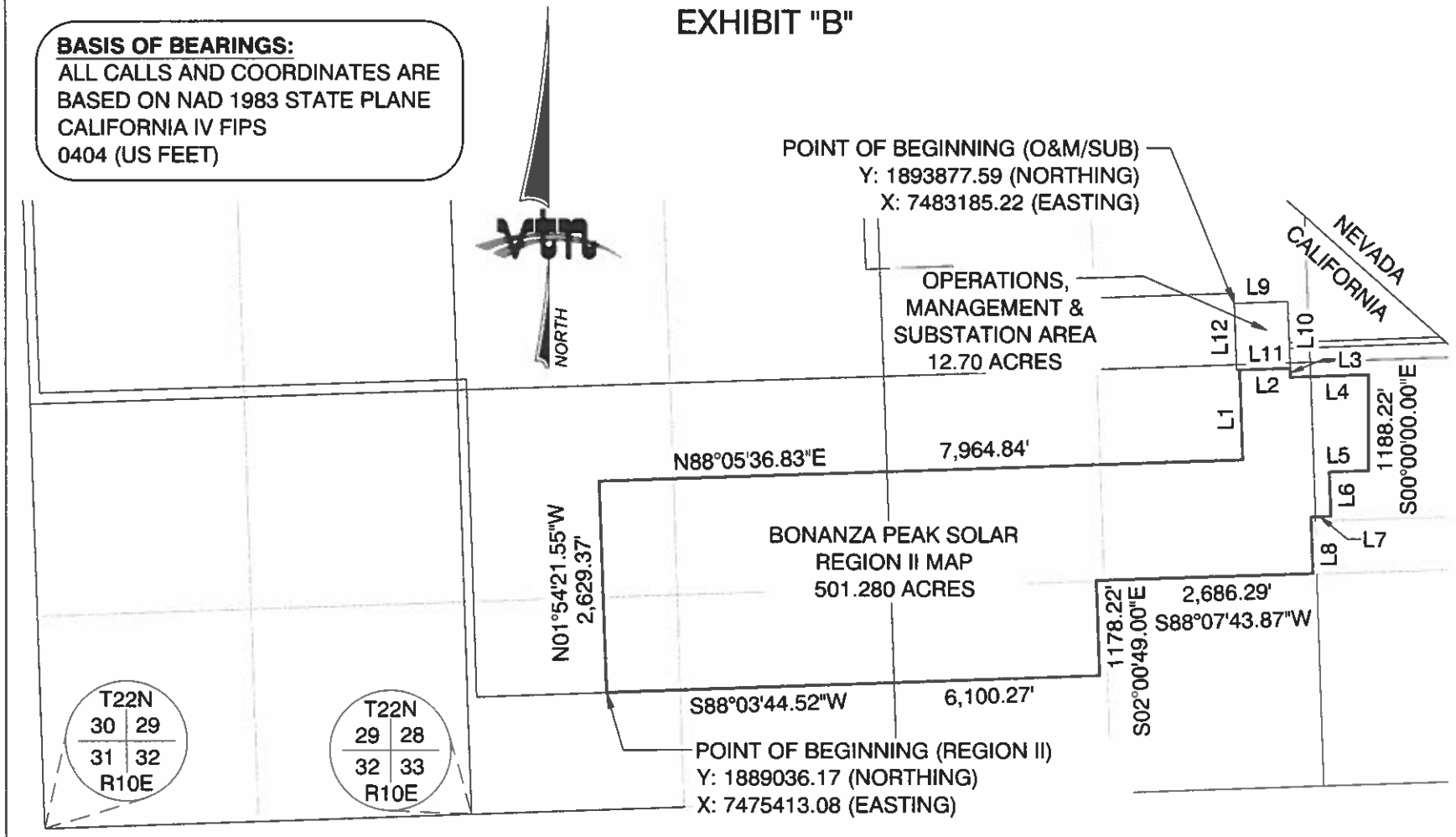
BEGINNING AT A COORDINATE POINT DESIGNATED AS Y: 1893877.59 (NORTHING) AND X: 7483185.22 (EASTING) BEING APPROXIMATELY 11,390 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 88°07'25.14" EAST, 661.76 FEET; THENCE SOUTH 01°52'34.87" EAST, 836.17 FEET; THENCE SOUTH 88°07'23.66" WEST, 661.76 FEET; THENCE NORTH 01°52'34.55" WEST, 836.18 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)



G:\8034\Mapping\ALTA\NEW ALTA 5-6-2026\CLIENT DESIGN\8034 REGIONAL BOUNDARIES NEW 11-023-26.dwg

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°52'34.62"W	1114.62'
L2	N88°07'23.66"E	624.75'
L3	S1°52'34.95"E	112.05'
L4	N88°07'25.09"E	965.48'
L5	S88°06'17.62"W	487.15'
L6	S1°52'34.90"E	552.90'
L7	S88°07'43.09"W	243.86'
L8	S1°52'17.10"E	711.00'
L9	N88°07'25.14"E	661.76'
L10	S1°52'34.87"E	836.17'
L11	S88°07'23.66"W	661.76'
L12	N1°52'34.55"W	836.18'

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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

EXHIBIT B
MAP OF REGION II DEVELOPMENT

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

EXHIBIT C
PLAN OF DEVELOPMENT

Bonanza Peak Energy Project

Plan of Development for Inyo County, CA

Updated November 1, 2026

Prepared for:

Bonanza Peak Solar, LLC
Subsidiary to Hanwha Renewables
400 Spectrum Center Drive, Ste. 1400
Irvine, CA 92618

Prepared by:

Stantec Consulting Services, Inc.
621 West Line Street, Suite 204
Bishop, CA 93514

Stantec

Table of Contents

Acronyms / Abbreviations ..... **iv**

1 Overview **6**
1.1 Project Summary 6

2 Purpose and Need for the Project **9**
2.1 Project Area 9
2.2 Existing Conditions 10

3 Public and County Benefits of the Project **15**

4 Construction Schedule **16**

5 Applicable Plans, Policies, and Designations **17**
5.1 Inyo County General Plan and Zoning Code 17
5.1.1 Final Renewable Energy General Plan Amendment 17

6 Authorizations, Permits, Approvals, and Reviews **22**

7 Project Components **23**
7.1 Photovoltaic Modules (PVM) and Arrays 24
7.2 Typical Solar Tracker and Actuator 26
7.3 Tracking Mounting 27
7.4 Power Conversion Stations (PCS) 28
7.5 Electrical Collection and Delivery System 29
7.6 Electrical Substation 30
7.7 Access Roads and Connector Roads 30
7.8 SCADA System and Fiber Optic Communications 30
7.9 Meteorological Station 31
7.10 Water Supply 32
7.11 Operations and Maintenance Facility 32
7.12 Temporary Construction Facilities 33
7.13 Electrical Collection Lines and Switchyard Interconnection 33
7.13.1 Gen-tie Line Access Roads 34

8 Construction **35**
8.1 Preconstruction Activities 35
8.2 Geotechnical Investigations and Testing 35
8.3 Schedule 35
8.4 Work Force 35
8.5 Transportation 36
8.6 Fencing 38
8.7 General Construction Methods 38
8.7.1 Vehicles and Equipment 38
8.7.2 Clearing and Grading 38
8.7.3 Temporary Material Storage, Staging, Laydown Areas 39
8.7.4 Fueling Stations 39
8.7.5 Temporary Construction Water Storage Ponds 39
8.7.6 Access and Connector Roads 39



8.7.7 Facility Foundations 40
8.8 Solar Arrays 40
8.8.1 Electrical Distribution System 41
8.8.2 Substation 41
8.9 Gen-tie Line 42
8.9.1 Vehicles and Equipment 42
8.9.2 Clearing and Grading 42
8.9.3 Temporary Material Storage, Staging, Laydown Areas 42
8.9.4 Gen-tie Line Construction 42
8.10 Water Use During Construction 43
8.11 Testing and Calibration 43
8.12 Postconstruction and Revegetation 43
8.13 Health and Safety Program 44
8.13.1 Site Safety and Security 44
8.13.2 Emergency Response 45
8.13.3 Fire Management and Protection Plan 45
8.13.4 Traffic Management Plan 46
8.13.5 Grounding 46

9 Operation, Monitoring, and Maintenance 47
9.1 Work Force 47
9.2 Operation and Maintenance Activities 47
9.3 Products Used for Monitoring and Maintenance 47
9.4 Site Security 48
9.5 Lighting Plan 49
9.6 Gen-tie Line 49
9.7 Operational Water Needs 49

10 Decommissioning 50
10.1 Facility Decommissioning 50
10.2 Gen-tie Line Decommissioning 50

11 References 52

List of Tables

Table 2-1. Designated Roads within the Project Area 14
Table 5-1. Renewable Energy General Plan Amendment Applicable Policies 18
Table 6-1. Summary of Permits and Approvals for Project Construction 22
Table 8-1. Vehicles and Equipment Used for Project Construction 37
Table 8-2. Vehicles and Equipment Used for Gen-tie Line Construction 42

List of Figures

Figure 1-1. Vicinity Map 8
Figure 7-1. Site Layout 25
Figure 7-2. Solar Tracker and Actuator 26
Figure 7-3. PV Module Tracking 27
Figure 7-4. Tracking Mounts and Installation 27
Figure 7-5. Tracking Mounts and Installation 27
Figure 7-6. Typical Inverter Station 29

Figure 7-7. Typical SCADA System 31
Figure 7-8. MET Station (Photo: Nor-Cal Controls 2024) 32
Figure 8-1. Electrical Collection System Trench Design 41

List of Photos

Photo 2-1. Evidence of vehicle tracks in open area on Project Area 11
Photo 2-2. Topography flat area on Project Area with mountains in background as reference 12
Photo 2-3. Evidence of human disturbance on Project Area 12
Photo 2-4. Potential drainage feature on Project Area 13
Photo 2-5. Dominant vegetation community on the Project Area - Creosote bush scrub 13

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 Hanwha Renewables, 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 to allow for 1.5 years of construction and 48.5 years of operations.

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 Developable 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 0.4 miles of the gen-tie line would be in Inyo County and approximately 8.5-miles would be in Nevada. The transmission structures would be approximately 120 to 170 feet high. When



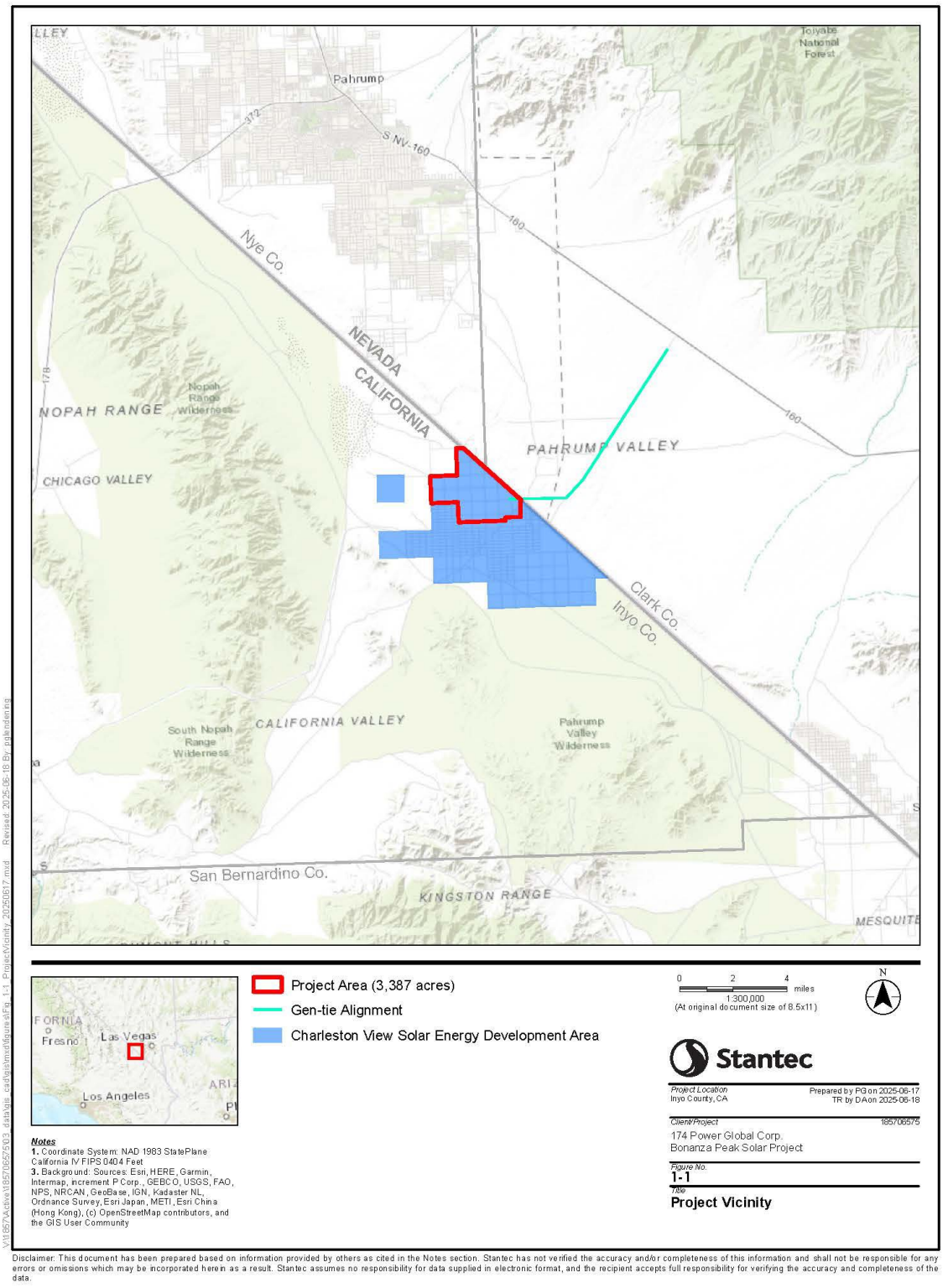
fully operational, the Project would have the capacity to convert solar energy to up to 500 MWac of electricity, producing no air pollutant emissions and using minimal water during normal O&M.[1] The Project would employ best management practices (BMPs, standardized practices to avoid or minimize adverse 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 would 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 in the second quarter of 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 Renewable Energy Permit 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 Developable 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 Developable 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	California State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP), as applicable
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 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.



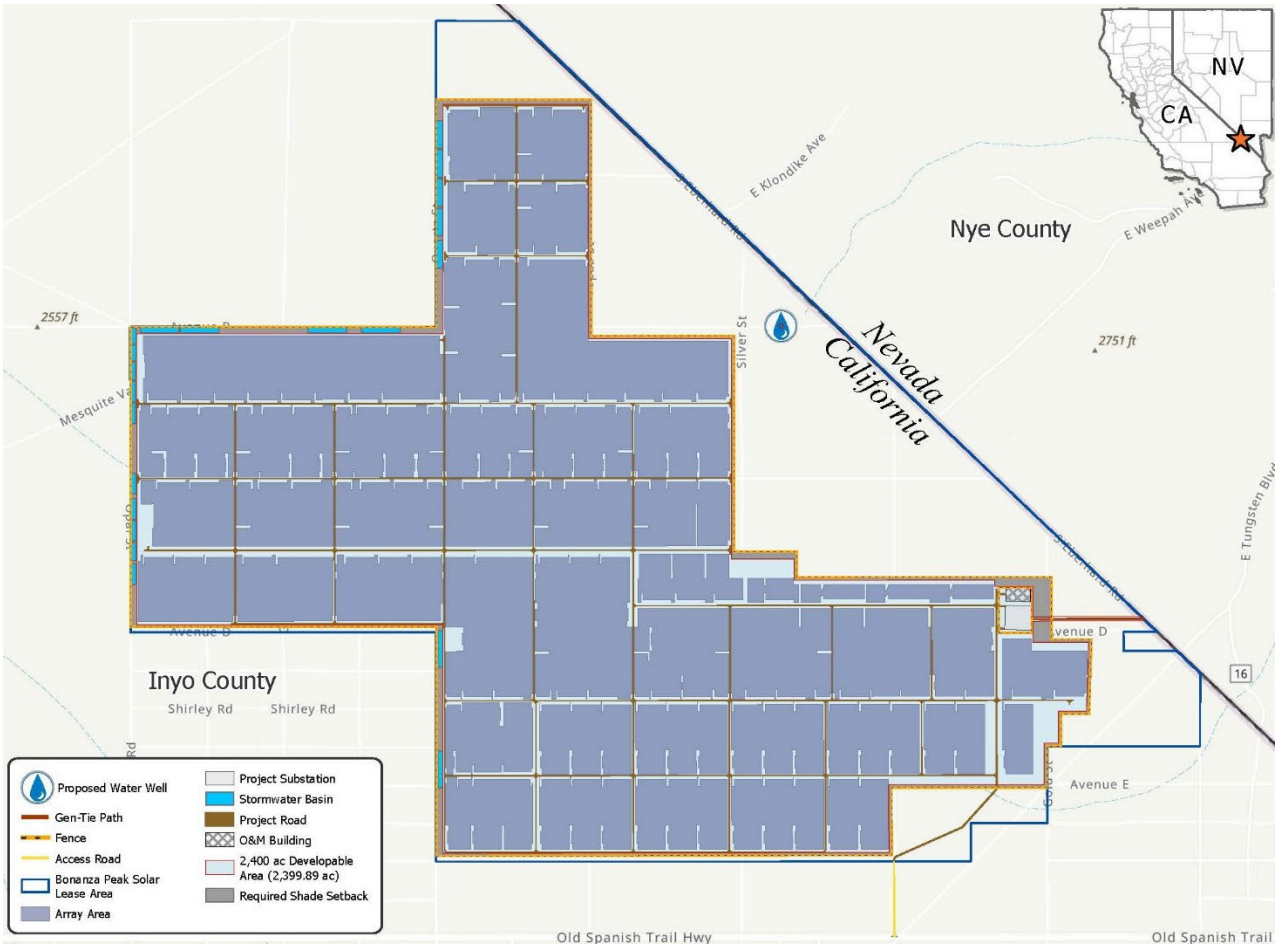
- Within each Project array, gravel service roads would provide access for O&M, and for emergency response vehicles in case of medical or other incidents at the site. These roads would be used for construction of the Project.
- O&M facilities typically comprise an O&M building for site personnel and 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 MW ac 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 Developable 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 Developable Area and the 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 Developable 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 fence would remain publicly accessible, but fencing would be placed along the public roads to prevent unauthorized access to the facility.

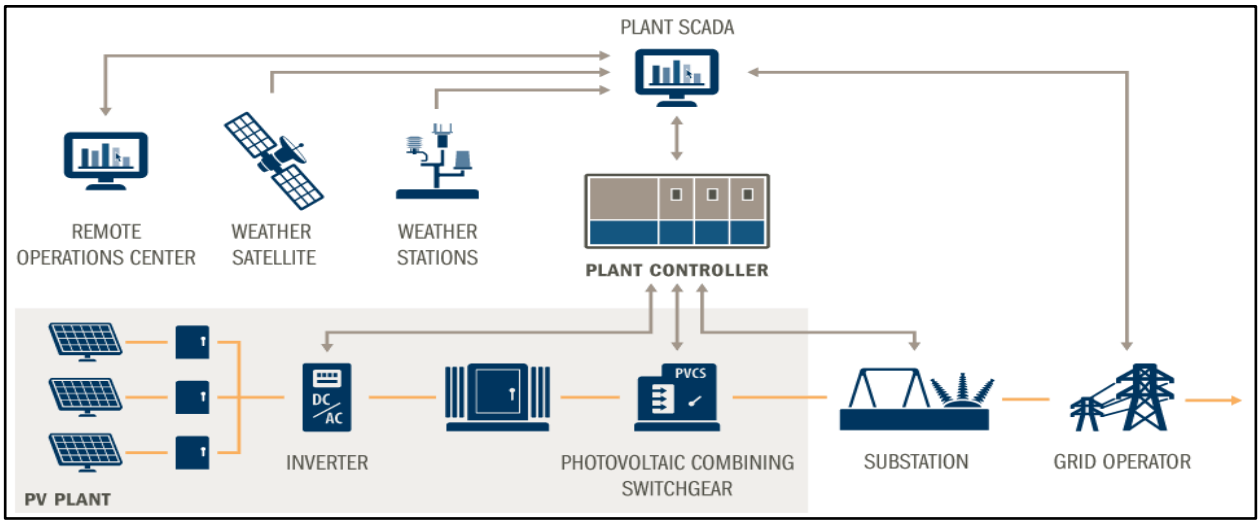
7.8 SCADA System and Fiber Optic Communications

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 held by the Applicant through agreement with the landowner. 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 lightning 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 in the second quarter of 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; most of the Developable Area will remain at existing grade. Clearing and grading of these areas (approximately 69 acres of the total 2,400-acre Developable 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 also be graded and cleared along the Project



boundaries outside of the Project's Developable Area 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. Therefore, a total of 89 acres would be graded.

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 Developable Area 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.



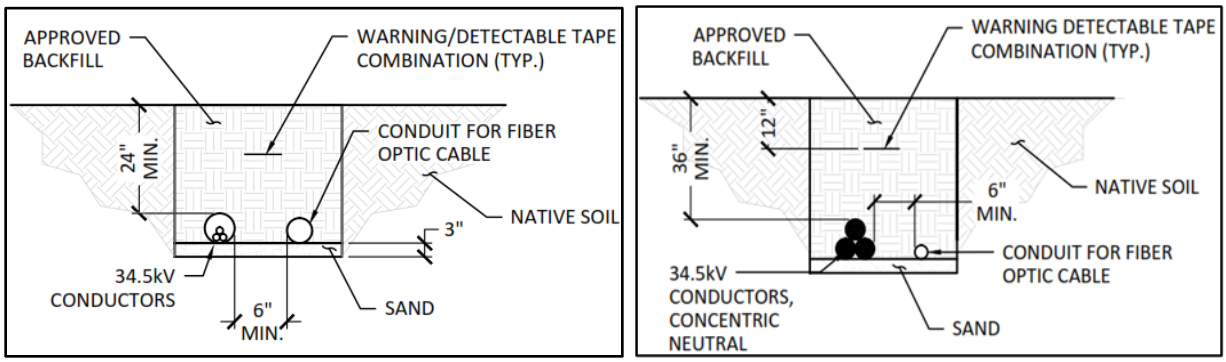
8.8.1 Electrical Distribution System

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. Furthermore, it is conservatively assumed that this demand will be required on an annual basis.

The proposed Project has an estimated construction water demand of 729 AF per year, based on the 2,400-acre Developable Area, 10 acres for the access road and construction corridors in California, and 20 acres for the retention/sediment basins. Therefore, the 18-month construction period would require a total of 1,094 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 not 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 Developable Area and the retention/sediment basins. 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, totaling approximately 0.68 AF over the Project's 48.5-year operational period. 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. While speculative at this point, it is assumed that the same amount of water would be used per year (729 AF) for decommissioning as would be used for construction.

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/



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. This includes, but is not limited to, maintaining total groundwater extraction on/from the Property at or below the quantity described in the Plan

of Development and analyzed in the Addendum. The owner/developer shall monitor all groundwater extraction on the Property and report amounts to the County upon request. Notwithstanding the foregoing, a modification of the boundary between Region I and Region II may be 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 subject to environmental review as required by law. 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.