

**Attachment C –
Fire Protection and Mitigation Agreement**

**FIRE PROTECTION AND MITIGATION AGREEMENT
SAN DIEGO COUNTY FIRE AUTHORITY & JVR ENERGY PARK LLC**

THIS FIRE AND EMERGENCY SERVICES AGREEMENT (“Agreement”) dated _____ (“Effective Date”) is entered into by and between the COUNTY OF SAN DIEGO (“County”) and JVR Energy Park LLC (“Applicant”) (individually, “Party” and collectively, “Parties”).

RECITALS

WHEREAS, San Diego County Fire Authority supports the delivery of high-quality emergency medical and fire services to a 1.5 million-acre area of unincorporated San Diego County, and coordinates regional fire prevention for unincorporated San Diego County;

WHEREAS, Applicant has applied for a Major Use Permit (Project No. PDS2018-MUP-18-022) for certain real property located within the unincorporated area of the County of San Diego, as more particularly described on the attached Exhibit A, incorporated herein by reference (“Property”);

WHEREAS, Applicant seeks approval from County to construct the JVR Energy Park Project (“Project”) on the Property, as more fully described on the attached Exhibit B, incorporated herein by reference, with a solar generation capacity of 90 megawatts (MW) of installed alternating current (AC) and storage capacity of up to 90 MW; and

WHEREAS, the potential for significant environmental impacts associated with the Project was studied in a Final Environmental Impact Report; and

WHEREAS, as a condition of County's approval of the Project and to mitigate the Project's wildfire impacts to a less than significant level, prior to issuance of a grading permit, Applicant is required to enter into this Agreement with the County to contribute funds to support Fire Authority capabilities and services during construction, operation and decommissioning phases of the Project pursuant to the County General Plan Safety Element; and

WHEREAS, County desires to receive such funds and use them as specified in this Agreement to support Fire Authority capabilities and services to the Project during the construction, operation and decommissioning phases of the Project;

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. The Project

The description of the Project is contained in Exhibit B attached and incorporated herein by reference.

2. Scope of Agreement

Provided that Applicant timely complies with each of its obligations under this Agreement, County agrees to use the funds it receives under the Agreement to support Fire Authority capabilities and services to the Project, as more fully set forth in the Scope of Services attached as Exhibit C and incorporated herein by reference (the “Services”). County has issued a Project Facility Availability Form for Fire Services to Applicant for the Project, which is contingent upon receipt of all the following: (a) Applicant's signature on this Agreement; (b) confirmation that the Initial Compensation (as defined in Section 4(A) below) has been delivered to County; (c) documentation that establishes legal access to the Property, as provided in Section 13 below; and (d) a Fire

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Protection Plan accepted by County, attached hereto as Exhibit D and incorporated herein by reference.

3. Term

This Agreement shall be effective upon the Effective Date. The initial term of this Agreement shall begin upon issuance of any building permit for the Project and be in effect for a period of ten (10) years thereafter (the "Initial Term"). The Applicant shall give notice to the County within thirty (30) calendar days of obtaining a building permit.

This Agreement shall be automatically renewed following the Initial Term for consecutive five (5)-year periods (each referred to as a "Renewal Term") for the life of the Project, and which shall terminate only after the Applicant has complied with a County-approved decommissioning plan. The Applicant may terminate this Agreement pursuant to Section 8 below.

4. Compensation

(A) Initial Compensation

Within thirty (30) calendar days of the issuance of any building permit for the Project, Applicant shall make a one-time initial payment to County in the amount of Five Hundred Thousand Dollars (\$500,000.00) ("Initial Compensation"). The Initial Compensation shall be used as the County sees fit to support Fire Authority capabilities and services to the Project and the southeast portion of CSA 135.

(B) Annual Compensation

(1) For any Fiscal Year, or portion thereof, after Applicant has received the final building inspection and Certificate of Occupancy, Applicant shall pay annually to County \$30,000.00 (the "Base Rate") for the Services. "Fiscal Year" means the period starting on July 1 and ending on the following June 30. After the first year, the Base Rate shall increase by two percent (2%) each fiscal year.

(2) Applicant's duty to pay County the Annual Compensation shall commence on the date the Applicant received the final building inspection and Certificate of Occupancy. If the Certificate of Occupancy is issued on a date other than July 1, County shall prorate the Annual Compensation as follows: (a) calculate the number of days remaining in the current Fiscal Year by determining the days from and including the date of the Certificate of Occupancy is issued to and including the following June 30 (the "Remainder"); (b) multiply the Base Rate by a fraction, the numerator of which is the Remainder, and the denominator of which is 365, which is equal to the proportionate amount due for the portion of the fiscal year in which Certificate of Occupancy is issued ("Year 1 Amount"); and (c) calculate the rate applicable to the next following Fiscal Year by calculating the Base Rate times 1.02 (the "Following Year Rate"). The Authority shall calculate all of the above and give notice thereof to Applicant ("Compensation Notice"). Applicant shall pay the Year 1 Amount within thirty (30) days of receipt of the Compensation Notice, and shall pay, on or before July 1 of the next Fiscal Year, the Following Year Rate

(C) Invoices

Within thirty (30) days following issuance of any building permit, County shall provide Applicant with an invoice setting forth the Initial Compensation pursuant to Section 4(A). Within thirty (30) days following the Applicant's receipt of the final building inspection and Certificate of

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Occupancy, County shall provide Applicant with an invoice setting forth the Annual Compensation due for Year 1 pursuant to Section 4(B). On or before June 1 of each year thereafter, County shall deliver to Applicant an invoice setting forth the Annual Compensation amount due for the next fiscal year pursuant to Section 4(B) above, and Applicant shall pay such amount to County on or before July 1. Any amount due to County, if not paid within thirty (30) days of when due, shall bear interest from the due date until paid at the rate of ten percent (10%) per annum.

5. Approvals

Applicant is solely responsible for obtaining all governmental licenses, permits, and/or approvals required of or deemed necessary or appropriate by the Applicant or the County in order to begin physical construction of the Project, including without limitation application for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Approvals"). Applicant acknowledges and agrees that County has no duty or obligation to obtain any such Approvals on behalf of the Applicant.

This Agreement shall not constitute an Approval of the Project by County in any way. To the extent County has separate and distinct permitting authority for an aspect of the Project, this Agreement in no way limits or controls County's discretion in approving, approving with conditions, or denying a particular project or project component.

County's governing body shall not take action to approve this Agreement unless either (a) a CEQA document for the Project has been certified by County lead agency; or (b) County certifies an environmental document in compliance with CEQA.

6. Installed Alternating Current Capacity

This Agreement assumes the County grants Applicant a Major Use Permit for solar generation capacity of 90 MW AC and storage capacity of 90 MW and Applicant installs solar generation capacity of 90 MW AC and storage capacity of 90 MW. If Applicant constructs the Project at either a greater or lesser capacity than 90 MW AC of solar generation and 90 MW of storage capacity, due to the County granting a Major Use Permit for more or less than that amount or for other reasons, the Initial Compensation and Base Rate shall be revised proportionally by multiplying each by the actual capacity divided by 90.

7. Modification or Amendment

This Agreement or any of its provisions may be modified or amended only by written agreement executed by all Parties to this Agreement.

8. Termination

Applicant may terminate this Agreement by providing County sixty (60) calendar days' prior written notice, pursuant to Section 23 below, if: (a) Applicant fails to obtain the Approvals described more fully in Section 5; or, (b) Project operations on the Property entirely cease subsequent to issuance of the Approvals and Applicant completes a County-approved decommissioning plan, including the removal of any Project improvements from the Property required by the plan.

9. Assignment

Applicant may assign this Agreement if Applicant is transferring the Project to an assignee, provided the following: (a) any such assignment is in writing substantially in the form of Exhibit E

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("Assignment"), attached hereto and incorporated herein by this reference; (b) the Assignment provides for Applicant's assignment of all obligations in this Agreement; and (c) Applicant and/or the assignee promptly deliver a fully executed Assignment to County in accordance with Section 23 below within twenty (20) days of receipt of such Assignment.

Notwithstanding the above, a change in ownership of Applicant is not an assignment. In the event of a change in ownership, the Applicant shall provide written notice to the County with the new owner's name, address, telephone number and contact person.

10. Indemnification

Applicant shall indemnify, defend and hold County, and the employees, volunteers, representatives, contractors, agents, successors, and assigns of County (collectively "County Parties") harmless from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the installation, use, maintenance, repair, removal, and/or any other work or service for the Project or otherwise related to this Agreement, and arising either directly or indirectly from any act, error, omission or negligence of Applicant or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Applicant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Applicant's obligations under this Agreement shall be effective upon the Effective Date, regardless of whether any or all approvals and/or actions of County regarding the Project remain valid or are invalidated by any court. Applicant's obligations to indemnify, defend, and hold County harmless shall survive the termination of this Agreement, but shall be limited to events that occurred during the term of this Agreement.

11. Breach

Failure to abide by any terms of this Agreement shall constitute a breach of this Agreement. The Party asserting a breach must notify the other Party in writing pursuant to Section 23 below. Each Party shall have the right but not the obligation or duty to cure any breach by the other Party of the terms of this Agreement.

An "Event of Default" shall exist if: (a) the breach can be cured solely by the payment of money and the breach is not cured within thirty (30) business days after the notifying Party delivers notice (a "Breach Notice") thereof to the breaching Party; or (b) the breach cannot be cured solely by the payment of money and the breach is not cured within thirty (30) days after the notifying Party delivers a Breach Notice thereof to the breaching Party; provided, however, that if a cure reasonably requires more than thirty (30) days, no Event of Default shall exist so long as the breaching Party is diligently proceeding with a cure. If an Event of Default occurs, the notifying Party shall be entitled to any and all remedies available at law; provided, however, that attorneys' fees are not recoverable.

12. No Waiver

The failure of any Party to require the other Party's strict performance of any term, provision, covenant or condition of this Agreement, or the failure of any Party to exercise any right or remedy upon the breach of any term, provision, covenant or condition of this Agreement, shall not invalidate this Agreement, nor shall it be considered as a waiver by such Party of any term,

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provision, covenant or condition. Delay by any Party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such Party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

13. Access

At all times during the term of this Agreement, Applicant shall ensure that County has twenty-four (24) hours per day, seven (7) days per week, pedestrian and vehicular access to, over, around, and across the Property for purposes of providing the Services as provided by this Agreement. As a condition of this Agreement, prior to the Effective Date of this Agreement, Applicant shall demonstrate to the satisfaction of County that County Parties, and all other local, state, and federal firefighting and/or emergency response agencies and their respective employees, agents, volunteers, representatives, contractors, successors and assigns will have legal access to the Property that will allow fire and emergency personnel and apparatus entry onto the Property for the purpose of providing the Services during the term of this Agreement.

The Parties acknowledge that this Agreement is not intended to expand, limit, or modify in any way County's independent rights as a governmental agency to access the Property for purposes of providing the Services described in this Agreement.

14. Site Maintenance

Applicant agrees to keep and maintain the Property in good condition and clear of hazardous substances (other than hazardous substances used or useful in the construction, operation or maintenance of the Project in accordance with applicable law) at all times so as to avoid and prevent the creation and/or maintenance of fire or emergency hazards.

15. Project Site Safety

Unless otherwise provided by the Scope of Services in this Agreement, County Parties are not responsible for any condition of the Property or Project site conditions during the term of this Agreement. The Parties acknowledge and agree that Applicant has responsibility for all conditions of the Property and all Project site conditions, including safety of all persons and property.

16. No Third Party Beneficiaries

The Parties hereto agree that there shall be no third-party beneficiaries to this Agreement. This Agreement is not intended to and shall not confer any rights or remedies hereunder upon any other party other than the Parties to this Agreement and their respective assignees and successors in interest.

17. Successors in Interest

This Agreement and all rights and obligations created by this Agreement shall remain in full force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on such Party's successor in interest.

18. Integration

This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No

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change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made by a written agreement pursuant to Section 7 of this Agreement. All prior negotiations and agreements are merged into this Agreement. The Parties acknowledge and agree that the Recitals set forth above are true and correct and are hereby incorporated by reference.

19. Jurisdiction and Venue

Any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be held in a federal or state court of competent jurisdiction in the County of San Diego, State of California. The Parties each consent to the jurisdiction of these courts and waive any objections that such venue is objectionable or improper. The Parties agree that this Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

20. Severance

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

21. Signing Authority

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or governmental entity.

22. Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page. The Parties agree that a signed copy of this Agreement transmitted by one Party to the other Party by facsimile transmission or electronic mail as a PDF, shall be binding upon the sending Party to the same extent as if it had delivered a signed original of this Agreement.

23. Notices

All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine or electronic mail, or sent certified mail, return receipt requested, to the following addresses:

To: County	San Diego County Fire Authority Attn: Herman Reddick, Director 5510 Overland Ave., Ste. 250 San Diego, CA 92123 Telephone No. (858) 974- 5813 Facsimile No. (858) 974- 5928
To: Applicant	JVR Energy Park LLC Attn: George Gunnoe 17901 Von Karman Avenue Suite 1050 Irvine, CA 92614

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Telephone No. (949) 398-3915

With a copy to: Brownstein Hyatt Farber Schreck, LLP
 Attn: Ryan R. Waterman
 225 Broadway, Ste. 1670
 San Diego, CA 92101
 Telephone No. (619) 702-7569

Any such notice or demand shall be deemed served at the time of delivery if delivered in person, by facsimile transmission, or electronic mail, or on the business day following deposit thereof in the U.S. Mail where sent by registered or certified mail.

“Applicant”

JVR ENERGY PARK, LLC

“County”

SAN DIEGO COUNTY FIRE AUTHORITY

By: _____

Authorized Representative
JVR Energy Park LLC

By: _____

Andrew Potter,
Clerk of the Board
County of San Diego

Approved as to form:

By: _____

Suedy Alfaro
Senior Deputy
Office of County Counsel

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Exhibit "A"

Legal Description of the Property

The land referred to herein is situated in the State of California, County of San Diego Unincorporated and described as follows:

1. PTR: 286185, APN: 614-100-20-00

The Northwest Quarter; and the North Half of The Southwest Quarter of Section 32 in Township 17 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, According to Official Plat Thereof.

Excepting that portion thereof conveyed by William M. Ruby and Pearl Ruby to The San Diego and Arizona Railway Company, a Corporation, by that certain Deed Dated January 4, 1918, and Recorded January 18, 1918 in Book 749, Page 178 of Deeds, which said Deed was re-recorded January 25, 1918 in Book 750, Page 285 of Deeds

Also excepting all that portion lying Northerly of the Southerly boundary of State Highway XI-SD-8 as described in that certain Final Order of Condemnation recorded November 19, 1965 as Instrument No. 210946 of Official Records.

2. PTR: 286186, APN: 614-100-21-00, 660-020-06-00, 661-010-15-00; 661-010-26-00

The Southeast Quarter of the Southeast Quarter of Section 32, Township 17 South, Range 8 East, San Bernardino Meridian, in the County Of San Diego, State of California According to Official Plat thereof; and Lot 1 (Ne Quarter Of Northeast Quarter) of Section 5; and Lot 4 (Northwest Quarter Of Northwest Quarter); and the Southwest Quarter of the Northwest Quarter of Section 4, in Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat Thereof.

Except from said Southeast Quarter of the Southeast Quarter of Section 32 and from said Lot 4 in Section 4 those portions lying Northeasterly and Northerly of the Southwesterly and Southerly lines of State Highway XI-SD-8 as described in that certain Final Order of Condemnation recorded November 19, 1965 as File No. 210946 of Official Records.

Also excepting therefrom that portion lying within 102 foot strip of land described in Deed to the County of San Diego recorded March 3, 1967 as File No. 29320 Of Official Records Known as Road Survey No. 635-66.

3. PTR: 286187, APN: 614-110-04-00

That portion of the Southwest Quarter of the Southwest Quarter of Section 33, Township 17 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, According to Official Plat thereof, lying Southwesterly of the Southwesterly boundary of State Highway XI-SD-8 as described in that certain Final Order of Condemnation Recorded November 19, 1965 As File No. 210946 of Official Records.

4. PTR: 286190, APN: 660-150-04-00

The Northeast Quarter of the Southeast Quarter of Section 8 In Township 18 South, Range 8 East, San Bernardino Base and Meridian in the County of San Diego, State of California according To Official Plat Thereof.

Excepting from said the Northeast Quarter of the Southeast Quarter that portion thereof conveyed by Bessie Foster, a widow to John A. Eubank by deed dated July 29, 1921 and recorded in Book 857 Page 184 of deeds described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of the Southeast Quarter of Section 8, Township 18 South, Range 8 East; thence running in an Easterly direction along the County Highway, 417.42 Feet; Thence South

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at right angles to said County Highway, 417.42 feet; Thence in a Westerly direction 417.42 feet, Thence North, 417.42 feet to place of beginning.

Also excepting therefrom any portion, if any, lying North of the center line of the State Highway as the same is constructed across the property.

5. PTR: 286191, APN: 660-150-07-00; 660-150-08-00; 660-150-10-00

Lots 5, 6 and 7 in Section 8 in Township 18 South, Range 8 East, San Bernardino Base and Meridian in the County of San Diego, State of California according To Official Plat Thereof.

Excepting from Lot 7 that portion thereof described as follows:

Beginning at a point on the West line 380 feet North of the Southwest corner; thence East 200 feet parallel with the North line; thence North parallel with the West line to the North line; thence West to the Northwest corner; thence South to the point of beginning.

Excepting therefrom the Southerly 60 feet.

6. PTR: 286196, APN: 660-150-14-00; 660-150-17-00; 660-150-18-00

The Northeast quarter; and the Northeast of the Northwest quarter of Section 8 in Township 18 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to Official Plat thereof.

Excepting therefrom those portions lying with the railway right of way of the San Diego and Arizona Eastern Railway Company.

7. PTR: 286197, APN: 660-170-09-00

Lot 35 in Block 1 of Jacumba, in the County of San Diego, State of California, according to Map thereof No. 1707, filed in the office of the County Recorder of San Diego County, March 10, 1953.

8. PTR: 286200, APN's: 661-010-27-00; 660-020-05-00

Parcel A:

The West half of the Southwest Quarter of Section 4 and the East half of the Southeast Quarter of Section 5, all in Township 18 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to Official Plat thereof.

Parcel B:

Lot 2 and the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 5, Township, 18 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to Official Plat thereof:

Excepting that portion thereof included within the 200-foot strip of land conveyed by Mrs. Anna M, Anthony to San Diego and Arizona Railway Company, a corporation, by Deed dated May 24, 1917, recorded in Book 722 Page 309 of Deeds.

Also excepting that portion of said Southwest Quarter of the Southeast Quarter of Section 32, lying Northerly of the Southerly boundary of State Highway XI-SD-8 as described in that certain Final Order of Condemnation recorded November 19, 1965 as File No. 210946 of Official Records.

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Parcel C:

The West half of the Southeast Quarter of Section 5, Township 18 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to Official Plat thereof.

EXCEPTING the West half of the Southeast Quarter of Section 5, that portion thereof conveyed by Elizabeth Esbury, Executrix and Lorene M. Mayer C. M. Gifford and Arthur A. Henderson, executors of the last Will and Testament of Smith Harris Asbury, deceased, et al, to the San Diego and Arizona Railway Company, a corporation by deed dated August 1917 and recorded in Book 744, Page 393 of Deeds.

9. PTR: 286201, APN: 661-010-30-00

Parcel A:

That portion of Lot 3 (the Northeast Quarter of the Northwest Quarter) of Section 4, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat thereof, lying Southwest of the Southwesterly Line of State Highway XI-SD-8 as described in that certain Final Order of Condemnation recorded November 19, 1965 as Instrument No. 210946 of Official Records.

Parcel B:

The East Half of the Southwest Quarter; the Northwest Quarter of the Southeast Quarter; and the Southeast Quarter of the Northwest Quarter of Section 4 in Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat thereof.

Excepting that portion of said Southeast Quarter of the Northwest Quarter lying within the boundary of State Highway XI-SD-8 as described in that certain Final Order of Condemnation recorded November 19, 1965 as Document No. 210946 of Official Records.

Also excepting that portion of said Southeast Quarter of the Northwest Quarter lying Northeasterly of the location and Northwesterly prolongation of the Southwesterly Boundary of the 102-foot strip of land described in Deed to the County of San Diego recorded March 3, 1967 as Document No. 29320 of Official Records, known as Road Survey No. 635-66.

Also excepting from said Northwest Quarter of the Southeast Quarter that portion lying within s said 102-foot strip of land described in Deed to the County of San Diego Recorded March 3, 1967 as Document No. 29320 of Official Records, known as Road Survey No. 635-66.

Also excepting therefrom that portion of said land as described in a Deed to Bahja Shallal, a widow recorded December 5, 2011 as Instrument No. 2011-0649937 of Official Records.

Parcel C:

Those Portions of the Southwest Quarter of The Northeast Quarter and of the Southeast Quarter of the Northwest Quarter of Section 4, Township 18 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to official Plat thereof, described as follows:

Beginning at the most Southeasterly corner of the land described in Parcel 6-8 in Final Order of Condemnation recorded November 19, 1965 as File No. 210946 of Official Records, being a point distant North 17°55'25" West, 858.01 feet from a rock mound marking the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4, said rock mound being at coordinates Y equals 169,423.87 feet and X equals 2,029,052.61 feet; thence North 81°25'00" West, 1700 feet to the True Point of Beginning; thence South 8°34'00" West, 120.00 feet; thence North 81°26'00" West, 231.28 feet; thence along a tangent curve to the right having a radius of 4350 feet, through an angle of 8°46'51" a distance of 666.66 Feet; thence South 37°10'03" West, 73.73 feet; thence from a tangent that bears, South 52°49'57" East, along a curve to the right having a radius of 530 Feet, through an angle of

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22°48'41", a distance of 211.01 feet to the Northeasterly line of a county road, 60 feet wide, described in Deed to the County of San Diego recorded January 17, 1935 in Book 371, Page 218 of Official Records of said County, also known as Carrizo Gorge Road and being a point in the Northwesterly boundary of the 102 foot strip of land described in deed to the County of San Diego, Recorded March 3, 1967 as Document No. 29320 of Official Records; thence along said Northwesterly boundary Northeasterly 11 feet to the most Northerly corner of said 102 foot strip; thence Southeasterly along the Northeasterly boundary of said strip to the Westerly line of said Southwest Quarter of the Northeast Quarter; thence Southerly along said Westerly line to the Southwest corner thereof; thence Easterly along the Southerly line of said Southwest Quarter of the Northeast Quarter to the Southeast corner thereof; thence Northerly along the East line of said Southwest Quarter of the Northeast Quarter to the Southerly boundary of said Parcel 6-8; thence along said Southerly boundary North 81°26' West the True Point Of Beginning.

Excepting that portion lying within said 102-foot strip of land described in the deed to the County of San Diego recorded March 3, 1967 as File No. 29320 Of Official Records, Known as Road Survey No. 635-66.

Also excepting therefrom that portion of said land in a Deed to Reagan Shallal, a single man recorded March 16, 2012 as Instrument No. 2012-0156124 of Official Records.

10. PTR: 286202, APN: 661-060-12-00

Parcel A:

The West half of the Northwest Quarter of Section 9, Township 18 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the official Plat thereof.

Parcel B:

The East half of the Northwest Quarter of Section 9, Township 18 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to official Plat thereof.

11. PTR: 286203, APN: 661-060-22-00

Lot 8 of Section 9, Township 18 South, Range 8 East, San Bernardino Base and Meridian in the County of San Diego, State of California According to Official Plat Thereof.

Lot B:

The Northwest Quarter of the Southwest Quarter of Section 9, Township 18 South, Range 8 East, San Bernardino Base and Meridian in the County of San Diego, State of California According to Official Plat Thereof.

Except that portion of said Northwest Quarter of the Southwest Quarter of Section 9 lying within a strip of land 400.00 feet wide, lying 200.00 feet on each side of the following Center Line:

Commencing at the Northeast corner of said Northwest Quarter of the Southwest Quarter, thence South 01°33'54" West, 793.87 feet to The True Point of Beginning, said point being on the Westerly portion of the center line of the Jacumba Airport Runway, thence along said Westerly prolongation of center line South 63°00'24" West, 939.81 feet. The side line of said strip are to be lengthened or shortened to terminate on the Easterly line of the Northwest Quarter of the Southwest Quarter of said Section 9 on the East and line perpendicular to said center line on the West.

12. PTR: 286204, APN: 661-010-02-00

The Northeast Quarter of the Southeast Quarter of Section 4, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

Excepting therefrom that portion described as follows:

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Beginning at the Northeast corner of the Southeast Quarter of Section 4, thence South 528 feet thence West 165 feet to the True Point of Beginning; Thence South 264 feet, thence West 82.5 feet, thence North 264 feet, thence East 82.5 feet to the True Point of Beginning.

Parcel 1: (APN 660-150-16-00)

The West 200 feet of the North 200 feet the Northwest Quarter of the Southeast Quarter of Section 8, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Government Survey and Supplemental Plat approved April 4, 1914.

Parcel 2: (APN 660-140-06-00 & 660-140-08-00)

The Northeast Quarter of the Southwest Quarter of Section 8, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Government Survey and Supplemental Plat approved April 4, 1914.

Excepting therefrom that portion of said in a Grant Deed to the County of San Diego recorded April 18, 1984 as File No. 84-144067 of official records and described as follows:

The Northerly 1007.50 feet of the Westerly 900.00 feet of the Northeast Quarter of the Southwest Quarter of Section 8, Township 18 South, Range 8 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey approved April 4, 1914.

Parcel 3: (APN 660-150-21-00)

The Northwest Quarter of the Southeast Quarter of Section 8, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California according to Government Survey and Supplemental Plat approved April 4, 1914.

Excepting therefrom the West 200 feet of the North 200 feet the Northwest Quarter of the Southeast Quarter of Section 8, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Government Survey and Supplemental Plat approved April 4, 1914.

Also excepting therefrom that portion of said in a Grant Deed to the Jacumba Community Services District recorded February 1, 1990 as File No. 90-058157 of official records and described as follows:

That portion of the Southeast 1/4 of said Fractional Section 8, San Bernardino Meridian, in the County of San Diego, State of California, according to Government Survey and Supplemental Plat approved April 4, 1914.

Described as follows:

Commencing at the East 1/4 corner of said Section 8; Thence North 89°49'03" West along the East and West 1/4 line of said Section 8 a distance of 1390.00 feet to the True Point of Beginning; Thence South 00°10'57" West 240.00 feet; Thence South 89°49'03" East 10.00 feet; Thence South 00°10'57" West 30.00 feet; Thence North 89°49'03" West 30.00 feet; Thence North 00°10'57" East 30.00 feet; Thence South 89°49'03" East 10.00 feet; Thence North 00°10'57" East 240.00 feet to the East and West 1/4 line of said Section 8; Thence South 89°49'03" East 10.00 feet to the True Point of Beginning.

Excepting therefrom that portion lying Northerly of the Southerly right-of-way of Old Highway 80, 100 feet wide, as shown on Miscellaneous Map No. 116, County of San Diego Records.

Also excepting therefrom a route described as follows:

**FIRE AND EMERGENCY SERVICES AGREEMENT
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Commencing at said True Point of Beginning; Thence South 00°10' 57" West 240.00 feet; Thence North 89°49'03" West 10.00 feet; Thence North 00°10'57" East 240.00 feet to the East and West 1/4 line of said Section 8; Thence South 89°49'00" East 10.00 feet to said True Point of Beginning.

APN's 660-140-06-00, 660-140-08-00, 660-150-06-00, and 660-150-21-00

DRAFT

**FIRE AND EMERGENCY SERVICES AGREEMENT
SAN DIEGO COUNTY FIRE AUTHORITY & JVR ENERGY PARK LLC**

Exhibit “B”

Project Description

The following documents are hereby incorporated by reference as the project description for the JVR Energy Park Project:

1. Project description provided in Chapter 1 of the Final Environmental Impact Report for the JVR Energy Park Project;
2. JVR Energy Park Plot Plans, as approved.

DRAFT

**FIRE AND EMERGENCY SERVICES AGREEMENT
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Exhibit “C”

Scope of Services

San Diego County Fire Authority (“Fire Authority”) provides fire suppression and emergency medical support services as the first responder provider for the Project area and stands by in a state of readiness to perform these duties when not engaged in active fire suppression or emergency services.

Fire Authority intends to use the funds provided under this Agreement to mitigate risks of wildfires by supporting Fire Authority capabilities and services to the Project and the southeast portion of CSA 135.

Fire Authority will engage in the control or extinguishment of a fire of any type and perform activities which are required for and directly related for and directly related to the control and extinguishment of fires.

Fire Authority has the right to review all building plans to ensure that the plans comply with all applicable fire codes and regulations. Fire Authority’s fire prevention inspectors may conduct periodic inspections of construction activities or facilities to ensure that business operations are conducted in a safe manner and are consistent with all applicable fire suppression rules and regulations.

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Exhibit “D”

Applicant’s Approved Fire Protection Plan, accepted _____

TO BE PROVIDED BY APPLICANT

DRAFT

**FIRE AND EMERGENCY SERVICES AGREEMENT
SAN DIEGO COUNTY FIRE AUTHORITY & JVR ENERGY PARK LLC**

Exhibit “E”

Form of Assignment of Agreement for Provision of Fire and Emergency Response Assignment

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT (this “Assignment”) is made effective as of _____, 20____, by and between _____ (“Assignor”), and _____ (“Assignee”).

- A. Assignor is a party to the Protection and Mitigation Agreement (“Agreement”) entered into with the San Diego County Fire Authority on _____, 20____.
- B. Assignor wishes to assign to Assignee, and Assignee wishes to assume, Assignor’s rights and obligations in and under the Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency for which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor hereby transfers, conveys, sells and assigns to Assignee all of Assignor’s right, title and interest in and to Agreement.
- 2. Assignee hereby affirmatively and unconditionally accepts the assignment and assumes the obligations of Assignor with respect to the Agreement.
- 3. This Assignment is governed by California law, without regard to its conflicts of law provisions. This Assignment may be executed in any number of counterparts, each of which may be executed by any one of more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.
- 4. Each party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Assignment.
- 5. The terms and provisions of this Assignment shall be binding upon and insure to the benefit of the respective parties hereto, and their respective successors and assigns.
- 6. The Assignee’s contact information is as follows:

Name:

Address:

Telephone number:

Facsimile number:

Email address:

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____