The County of San Diego

Planning Commission Hearing Report

Date:	July 9, 2021	Case/File No.:	JVR Energy Park Major Use Permit; PDS2018-MUP-18-022; PDS2018-ER-18-22-001
Place:	County Conference Center 5520 Overland Avenue San Diego, CA 92123	Project:	Major Use Permit for a solar and battery facility that will generate and store solar energy.
Time:	9:00 a.m.	Location:	Carrizo Gorge Road, south of Interstate 8
Agenda Item:	#3	General Plan:	Specific Plan; Public Agency Lands; Village Residential (VR-2); Rural Lands (RL-40)
Appeal Status:	Not applicable; Approval by the Board of Supervisors	Zoning:	Open Space (S80); Specific Plan (S88); General Rural (S92); Rural Residential (RR)
Applicant/Owner:	JVR Energy Park LLC	Community:	Mountain Empire Subregional Plan Area (Jacumba)
Environmental:	Environmental Impact Report	APNs:	614-100-20; 614-100-21; 614-110-04; 660-020-05; 660-020-06; 660-150-04; 660-150-07; 660-150-08; 660-150-10; 660-150-14; 660-150-17; 660-150-18; 660-170-09; 661-010-02; 661-010-15; 661-010-26; 661-010-27; 661-010-30; 661-060-12; 661-060-22; 660-140-06; 660-140-08; 660-150-21; 660-150-16

A. OVERVIEW

The purpose of this report is to provide the Planning Commission with the information necessary to provide a recommendation to the Board of Supervisors regarding the proposed JVR Energy Park Major Use Permit (PDS2018-MUP-18-022).

The JVR Energy Park Major Use Permit (Project) is a solar energy generation and storage facility which will produce 90 megawatts (MW) of renewable electric power and deliver it to an existing San Diego Gas & Electric (SDG&E) 138 kilovolt (kV) transmission line transecting the Project site that connects to the Boulevard substation. The 623-acre solar facility will be developed within the 1,356-acre Project site, which includes a proposed biological open space easement. The applicant included increased setbacks from Old Highway 80 and Jacumba Community Park as a result of comments received from the community during public review of the Draft Environmental Impact Report (EIR). The Project is located

to the south of Interstate 8 (I-8), immediately east of the community of Jacumba Hot Springs, and immediately north of the U.S./ Mexico International border.

The Project applicant entered into a 20-year term Power Purchase Agreement (PPA) approved May 27, 2021 with San Diego Community Power (SDCP), a Community Choice Aggregation program (CCA) to provide renewable electricity to customers (including residences, businesses, and civic uses) in the cities of Chula Vista, Encinitas, Imperial Beach, La Mesa, and San Diego. SDCP will purchase the power produced by the Project and feed it into the electricity grid, while SDG&E will maintain the grid and deliver the power to all SDCP customers.

During processing of the Project, the County received comments from stakeholders, the Jacumba Community Sponsor Group, and the Boulevard Community Planning Group related to visual resources, biological resources, groundwater, Jacumba Airport, fire hazards, and socioeconomic impacts. PDS analyzed the Project for consistency with the General Plan, Zoning Ordinance, and other applicable regulations, policies, and ordinances. The County prepared an EIR, which reviewed the Project's potential impacts on the environment in accordance with the California Environmental Quality Act (CEQA). PDS found the Project to be consistent with all relevant regulations with inclusion of conditions in the Form of Decision (Attachment D).

Staff recommends that the Planning Commission make a recommendation to the Board to adopt the Community Buffer Alternative as described in the Final EIR and below in the Project Background section. The Community Buffer Alternative includes a 300-foot buffer from residential properties north of Old Highway 80; the Proposed Project in the EIR has a 30-foot setback. With the use of improved photovoltaic (PV) module technology, the Community Buffer Alternative would maintain a 90 MW power capacity despite the increased setbacks.

The Planning Commission is asked to make a recommendation to the Board of Supervisors (Board) to either approve the Project as submitted, approve the Project with modifications, or deny the Project.

The sections contained in this report include the development proposal, analysis and discussion, community sponsor group and public input, and the Planning & Development Services (PDS) recommendation.

B. STAFF RECOMMENDATIONS

Staff recommends that the Planning Commission make the following recommendations to the Board of Supervisors:

a. Adopt the Environmental Findings, which include the certification and findings regarding significant effects of the project, the Statement of Overriding Considerations, and certify the Environmental Impact Report (EIR) (Attachment E).

b. Adopt the Community Buffer Alternative for the Project as described in Chapter 4, Project Alternatives, of the Final EIR.

c. Approve MUP PDS2018-MUP-18-022, make the findings, and include the requirements and conditions set forth in the Form of Decision (Attachment C).

d. Approve the Fire Protection and Mitigation Agreement between the County and JVR Energy Park LLC and authorize the County Fire Warden or their representative to sign the agreement for the County (Attachment F).

C. PROJECT BACKGROUND

The Project originally included a General Plan Amendment, Rezone, and Major Use Permit (MUP) for an up to 90MW energy solar energy generation and storage facility as described in the Notice of Preparation (NOP) for the EIR. Subsequent to the NOP public review period, the General Plan Amendment and Rezone applications were determined not be needed, and therefore subsequently withdrawn. Pursuant to Section 2888(a) of the County Zoning Ordinance, a MUP may be granted on this site for any use pursuant to a bonded agreement, such as a decommissioning plan, that ensures the removal of all structures and associated electrical components within a specified amount of time, which is described in more detail in Section E of this report. For purposes of the environmental review under CEQA, the Project is considered an interim use rather than a permanent use in the EIR because the solar facility will be required to provide a bonded agreement to ensure decommissioning and will be conditioned to remove all of its components after its operational use. Thus, the Project site could be used for other land uses in the future. Since the Project is considered an interim use, it is allowed in the Specific Planning Area Land Use Designation upon approval of an MUP and a General Plan Amendment and Rezone are not required. Therefore, the Project in the Draft EIR only included an MUP.

During public review of the Draft EIR from October 8, 2020 to December 7, 2020, the County received comments from individuals in the community of Jacumba Hot Springs regarding the proximity of the Project to the community, including adjacent residential properties, the Jacumba Community Park, and scenic Old Highway 80. In response to community concerns, the Project applicant revised the Project in the Final EIR to include increased setbacks along both the north and south sides of Old Highway 80 and adjacent to Jacumba Community Park. The Community Buffer Alternative in the Final EIR was also revised to include increased setbacks along Old Highway 80 and adjacent to Jacumba Community Park, which is described in more detail in Section F of this report.

Although the Project applicant revised the Project in the Final EIR to include increased setbacks along the highway and adjacent to the Jacumba Community Park, PDS staff further recommends the Project include an increased setback from residential properties north of Old Highway 80. The Project in the Final EIR includes a 30-foot setback from residential property lines within the Jacumba Hot Springs community north of Old Highway 80 to the Project fence line. The Community Buffer Alternative in the Final EIR includes a 300-foot setback, rather than 30 feet, from the residential properties. Therefore, PDS recommends the Community Buffer Alternative as the Project (henceforth referred to as the "Community Buffer Project") rather than the Proposed Project in the Final EIR to allow a greater buffer from the Jacumba Hot Springs community. Setbacks along Old Highway 80, from the Jacumba Community Park, and from residential properties north of Old Highway 80 are included in the Community Buffer Alternative in the Final EIR and discussed in Section F of this report. Within the 1,356-acre Project site, the increased setbacks will result in a decreased solar facility footprint and MUP area from 623 acres to 604 acres. This will result in an approximately 3% decrease in the number of photovoltaic (PV) modules (reduced to 291,000 from 300,000 PV modules). The Community Buffer Project will still produce 90MW of renewable energy by changing the PV module type from single-sided to double-sided (bifacial), which

generates electricity on both sides of the module and increases electrical production. The Community Buffer Project would be able to achieve 90MW power capacity.

The Community Buffer Alternative will produce enough electricity for 30,900 customers, representing over 4.4% of the energy SDCP will provide to the electricity grid each year, which equates to enough energy to power approximately 57,000 homes. The PPA requires an annual guaranteed energy production amount, which the Community Buffer Project is able to achieve with the solar facility producing a minimum 90MW capacity. If the Community Buffer Project were revised to provide even greater setbacks it may reduce the power capacity of the solar facility to less than 90MW.

The Community Buffer Project includes the construction, operation, maintenance, and ultimately the decommissioning of an approximately 90MW renewable solar energy generation and storage facility. All the Community Buffer Project components will be decommissioned, with the exception of the switchyard facilities which will be transferred to SDG&E after construction. The energy produced by the proposed solar facility will be delivered to an existing SDG&E 138kV transmission line, which transects the site that connects to the Boulevard substation. These facilities consist of several infrastructure components that are described in detail in Section E of this report. The proposed solar facility will be unstaffed, with maintenance staff working onsite as needed for quarterly cleaning and emergency maintenance.

D. REGIONAL SETTING AND PROJECT LOCATION

The proposed solar facility will be located on a privately owned 1,356-acre site in southeastern San Diego County (Figure 1). The site lies within the Jacumba Subregional Group Area within the Mountain Empire Subregional Plan, within unincorporated San Diego County. The site is located south of Interstate 8 (I-8), east of the community of Jacumba Hot Springs, and immediately north of the U.S./Mexico border.

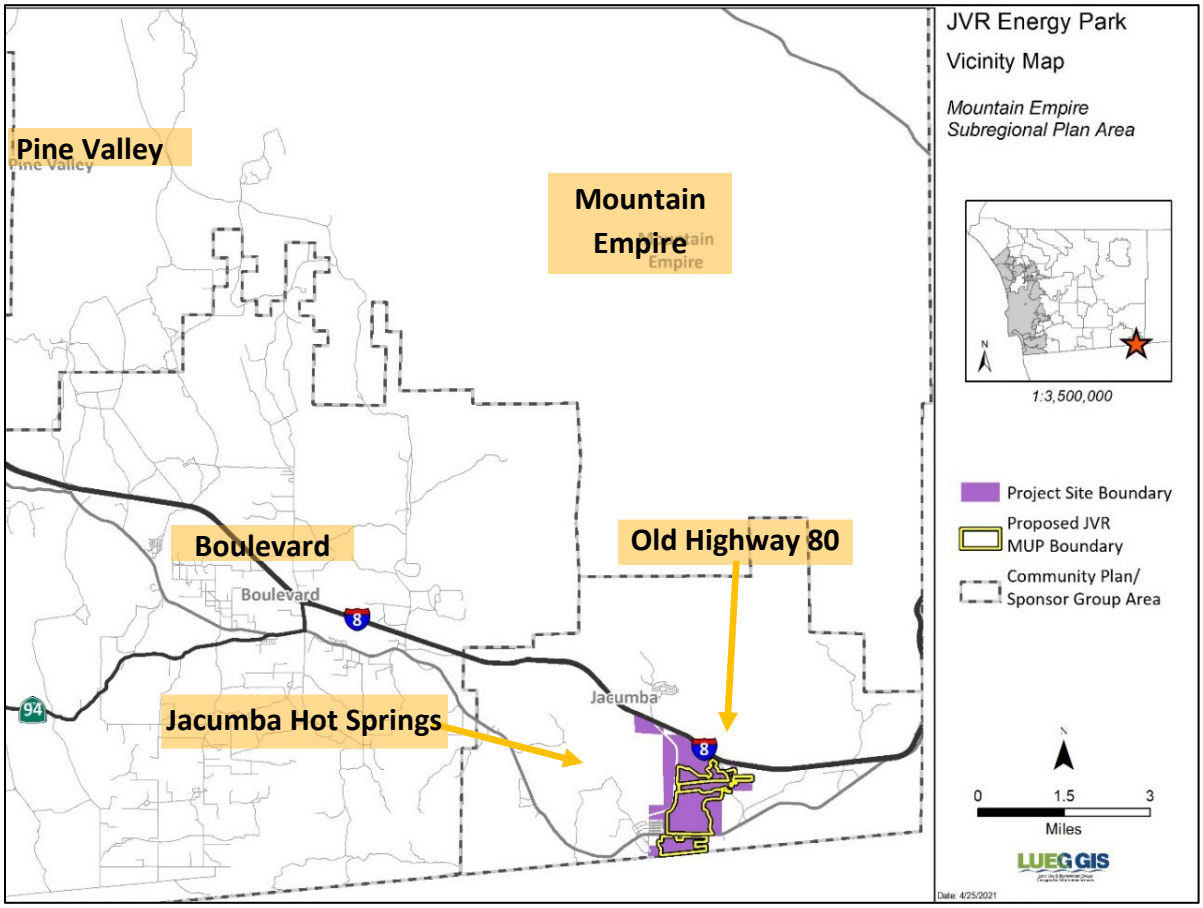


Figure 1: Vicinity Map

In 1919, rail service connected Jacumba Hot Springs to the City of San Diego. By 1925, the town had a premier hotel, the Hotel Jacumba. By the 1930s, Jacumba had developed into a resort destination and had a population of more than 5,000, compared to the population of over 500 today. Jacumba Hot Springs' position as a resort destination continued through World War II. However, the dwindling number of tourists visiting the Salton Sea and increased competition from more northern hot springs, including those in Murrieta and Palm Springs, resulted in decreased tourism to the area. After the new Interstate 8 bypassed Jacumba Hot Springs by two miles, removing passersby on Old Highway 80, most of the roadside service businesses folded. In 1985, the Hotel Jacumba closed and was later destroyed in an arson fire. By the 1980s, the Jacumba Hot Springs Resort, as it is named today, was the only hotel facility left in Jacumba Hot Springs, and it continues to attract visitors. In 1986, the County adopted a Specific Planning Area over a portion of the 1,356-acre site, which envisioned future development of up to 1,110 units and a variety of uses to revitalize the town (described further in Section E of this report).

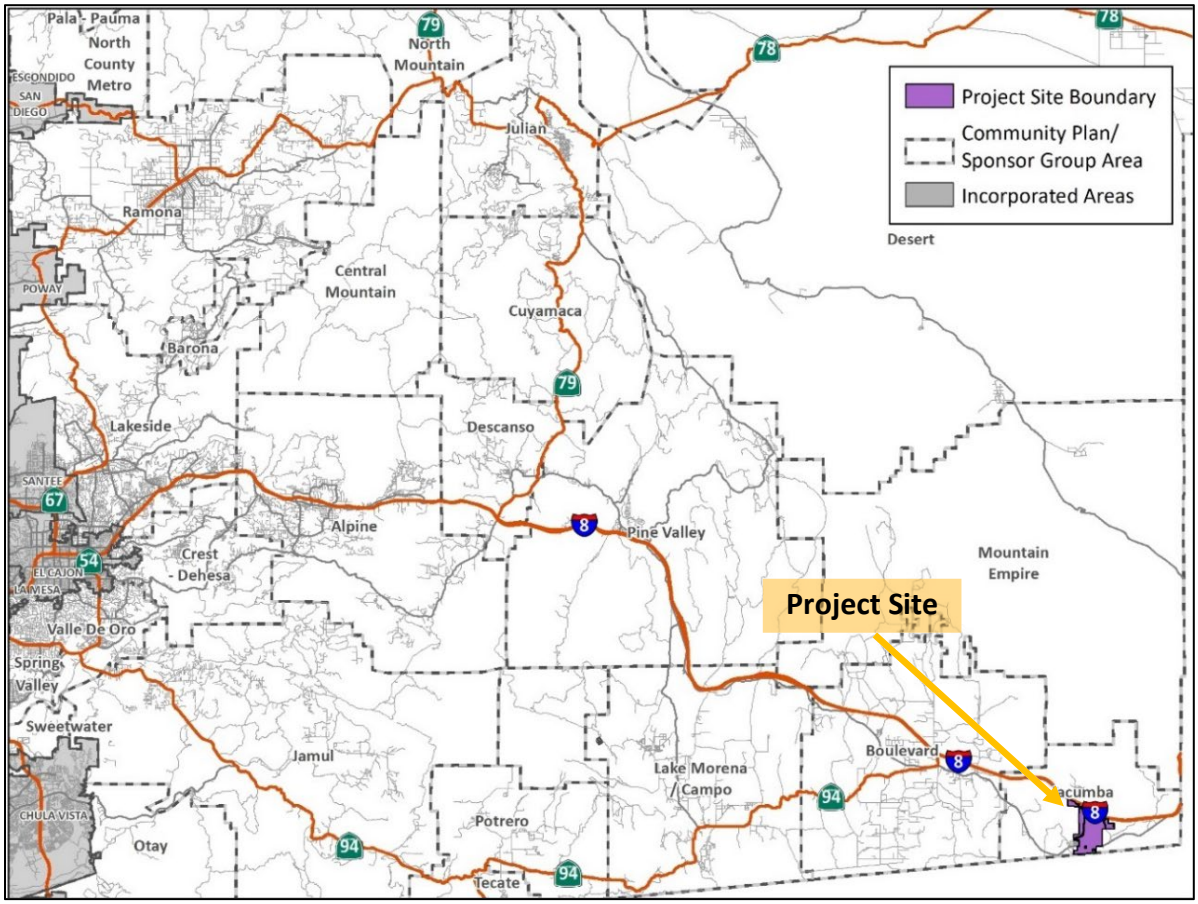


Figure 2: Regional Vicinity Map

Much of the site consists of undeveloped land. A portion of the site has historically been used for dairy and agricultural operations. All remaining dairy and ranch structures on site will be removed as part of this Community Buffer Project.

An existing SDG&E transmission corridor transects the northern area of the site; this corridor is located immediately north of the proposed substation and switchyard facilities from east to west. Existing transmission infrastructure within the corridor includes the 155-foot-tall Southwest and Sunrise Powerlink 500 kV transmission towers and the 150-foot-tall Boulevard 138 kV transmission line.

Access to the site is provided by Old Highway 80 and Carrizo Gorge Road. The site consists of 24 parcels and includes existing right-of-way easements for Old Highway 80, SDG&E easements, and an easement for the San Diego and Arizona Eastern Railway.

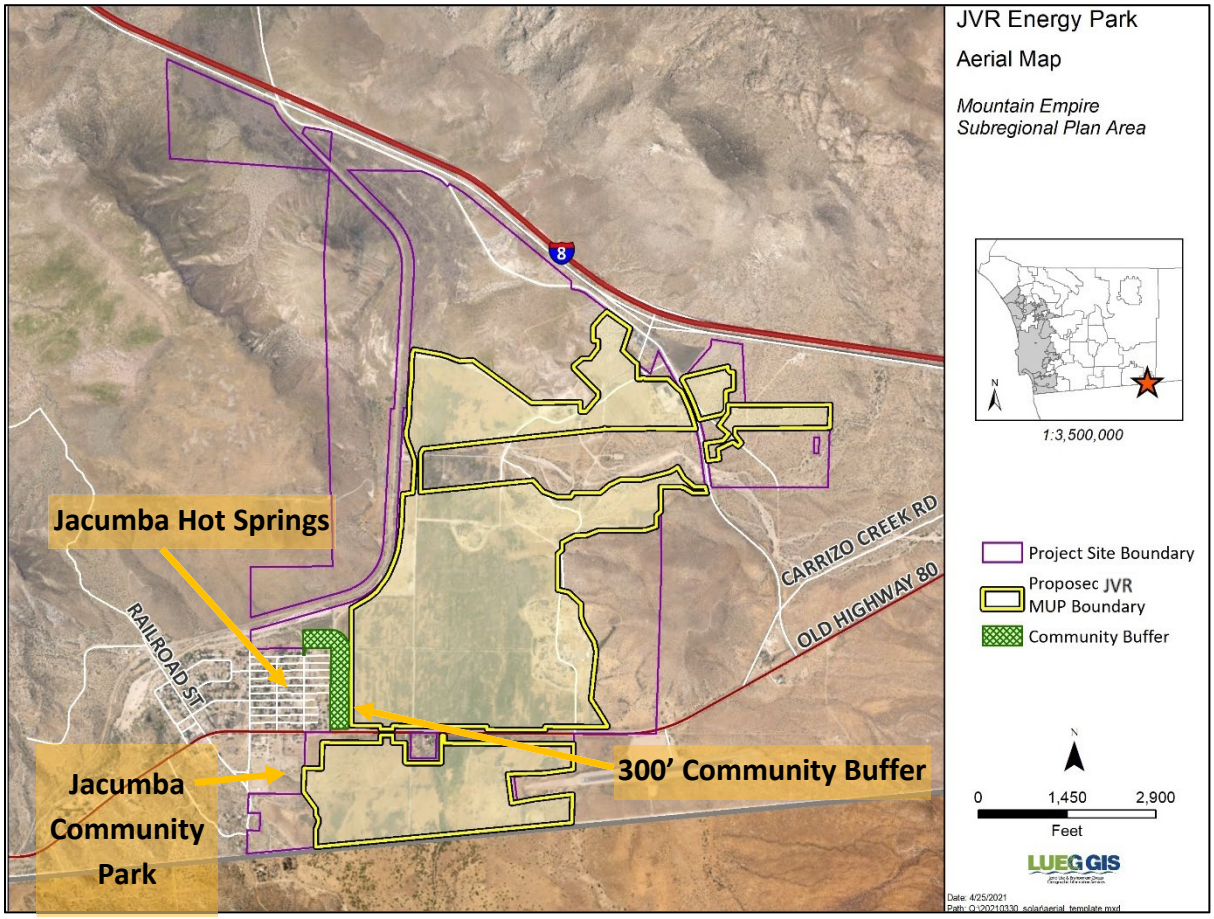


Figure 3: Development Area with Community Buffer

The General Plan Regional Category for 1,307 acres of the 1,356-acre site is Village. There is also an approximately 38-acre parcel in the easternmost portion of the site that is in the Rural Lands Regional Category. The Community Buffer Project development footprint will be located primarily on land with the Specific Plan Area General Plan Land Use Designation, which is described further in Section E of this report.

Please refer to Attachment A – Planning Documentation for maps of surrounding land uses and zoning designations.

Table D-1: Surrounding Zoning and Land Uses for JVR Energy Park

Location	General Plan	Zoning	Adjacent Streets	Description
North	Rural Lands (RL-80), Rural Commercial, N/A – BLM Land	Open Space (S80), General Rural (S92), Freeway Commercial (C44)	Carrizo Gorge Road, Interstate 8	Private Resort, Gas Stations, Vacant Land

Location	General Plan	Zoning	Adjacent Streets	Description
East	Rural Lands (RL-40), Public/Semi-Public Facilities, N/A – BLM Land	Open Space (S80), General Rural (S92)	Private Roads	Single-Family Residential, Jacumba Airport, Vacant Land, Sunrise Powerlink
South	N/A – U.S./ Mexico Border	N/A	N/A	International Border, Single-Family Residential (Mexico)
West	Rural Lands (RL-80), N/A – State Park Land, Specific Plan Area, Village Residential (VR-2), Semi-Rural Residential (SR-1)	General Rural (S92), Specific Plan (S88), Open Space (S80)	Carrizo Gorge Road	Single-Family Residential, Commercial, Open Space. Sunrise Powerlink

E. DEVELOPMENT PROPOSAL

1. Site History

In 1986, the County Board of Supervisors (Board) approved a General Plan Amendment, which designated most of the 1,356-acre project site as a Specific Plan Area, with the goal of generating renewed interest in the Jacumba Hot Springs area by providing regionally attractive recreational opportunities, as well as housing, facilities and services, for both residents and visitors. The Specific Plan Area designation is applied to areas that require the preparation and adoption of a comprehensive Specific Plan. A Specific Plan envisions a multi-use land use concept that may contain residential, commercial, industrial, public institutional, and open space uses.

The site is located within a Specific Planning Area (PDS2001-3800-86-03). Based on the current General Plan, the allowable density with the Specific Planning Area is 1,110 dwelling units, and it could allow a variety of uses including a water reclamation facility, hotel, visitor-oriented commercial, a recreational vehicle park, a theme park, industrial park, and sand and gravel extraction.

Two Specific Plans have been submitted within the Ketchum Valley Ranch Specific Plan Area:

- The Jacumba Valley Ranch Specific Plan (PDS1991-3810-91-03) was submitted in 1991 but was denied on January 22, 2003 due to failure to satisfy requirements related to the Board's motion to continue processing of the project on November 13, 2002.

- The Ketchum Ranch Specific Plan (PDS2006-3810-06-003) was submitted in 2006; however, it was subsequently withdrawn on May 3, 2011.

Since the 1986 Board approval of the Specific Planning Area, no Specific Plan has been adopted. The County Zoning Ordinance allows a Specific Planning Area to grant a Major Use Permit prior to the adoption of a Specific Plan for any use pursuant to a bonded agreement that ensures the removal of all buildings, structures, and other improvements within a specified time and/or under specified conditions. The proposed solar facility will be required to prepare a decommissioning plan which requires a bond that will ensure the removal of all structures subject to the County Zoning Ordinance.

2. Community Buffer Project Description

The Community Buffer Project is a solar energy generation and storage facility, which will produce 90MW of electricity. The power produced by the proposed solar facility will be delivered to an existing SDG&E 138 kV transmission line that runs from the East County (ECO) Substation and connects to the Boulevard substation, both owned and operated by SDG&E. The Community Buffer Project will include the following primary components: photovoltaic (PV) modules mounted on support structures (single-axis solar trackers); a direct current (DC) underground collection system linking the modules to the inverters; 25 inverter/transformer platforms located throughout the solar facility; an on-site substation; an overhead transmission line to connect the on-site substation to the switchyard; switchyard facilities which include the switchyard and overhead transmission lines (tie-in) to connect the switchyard into the existing 138 kV transmission line; and a battery energy storage system of up to 90MW comprised of battery storage containers located adjacent to the inverter/transformer platforms (up to three containers at each location for a total of 75 containers on site).

The Community Buffer Project will also include internal access roads, driveways, perimeter fencing, shielded lighting for security purposes, fuel modification zones, six water tanks for fire protection, and electrical components to support the solar energy generation and storage facility. An existing water main, which is owned by the Jacumba Valley Ranch Water Company, will also be realigned from within the MUP boundary, to outside the MUP boundary to allow for maintenance of the water line (approximately three acres of disturbance).

The MUP boundary encompasses 604 acres spanning from I-8 in the north, the U.S./Mexico border in the south, the community of Jacumba Hot Springs to the west, and is transected by Old Highway 80. The solar facility will be setback 300 feet from the Jacumba Community Park and residential properties in the community of Jacumba Hot Springs. The proposed solar facility will also be setback from both sides of Old Highway 80, 175 to 180 feet to the south, and 110 feet to the north.

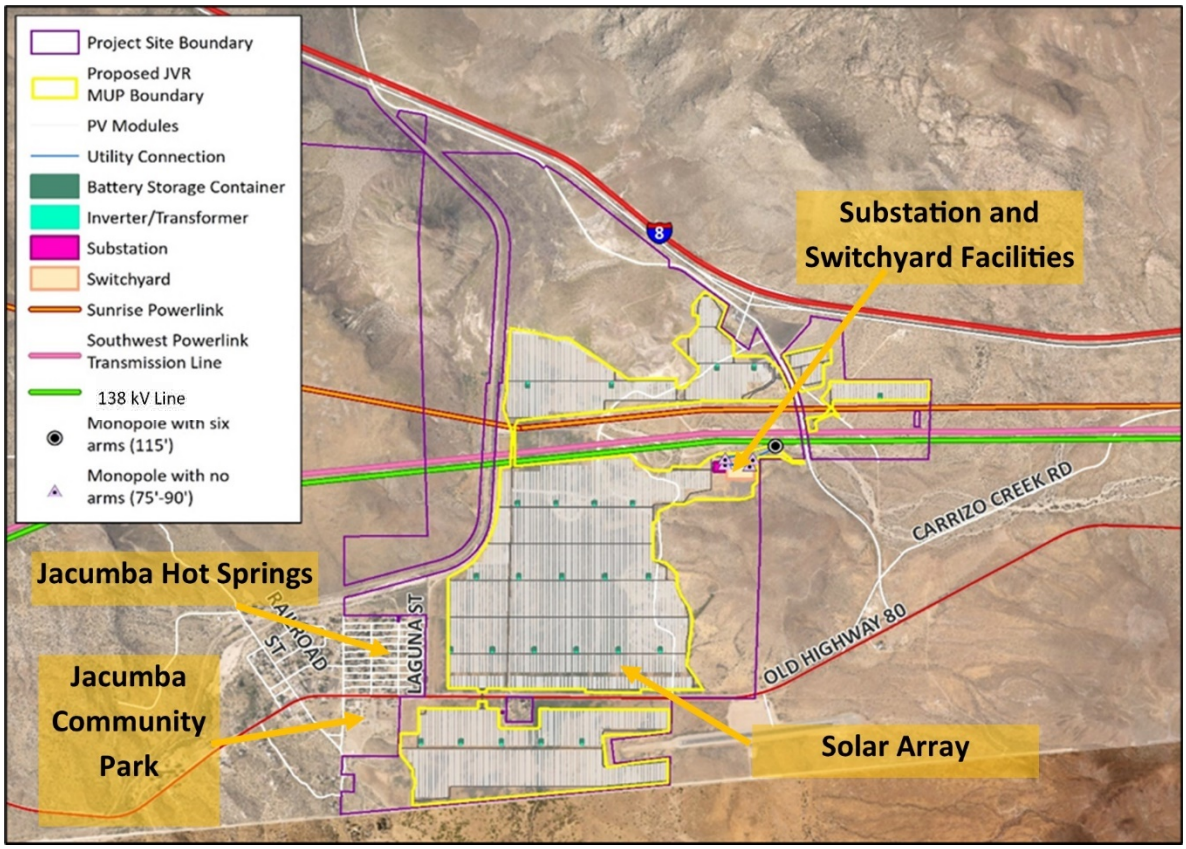


Figure 4: Community Buffer Project Components



Figure 5: Simulation of Proposed Project in Draft EIR from Residences in Town of Jacumba Hot Springs

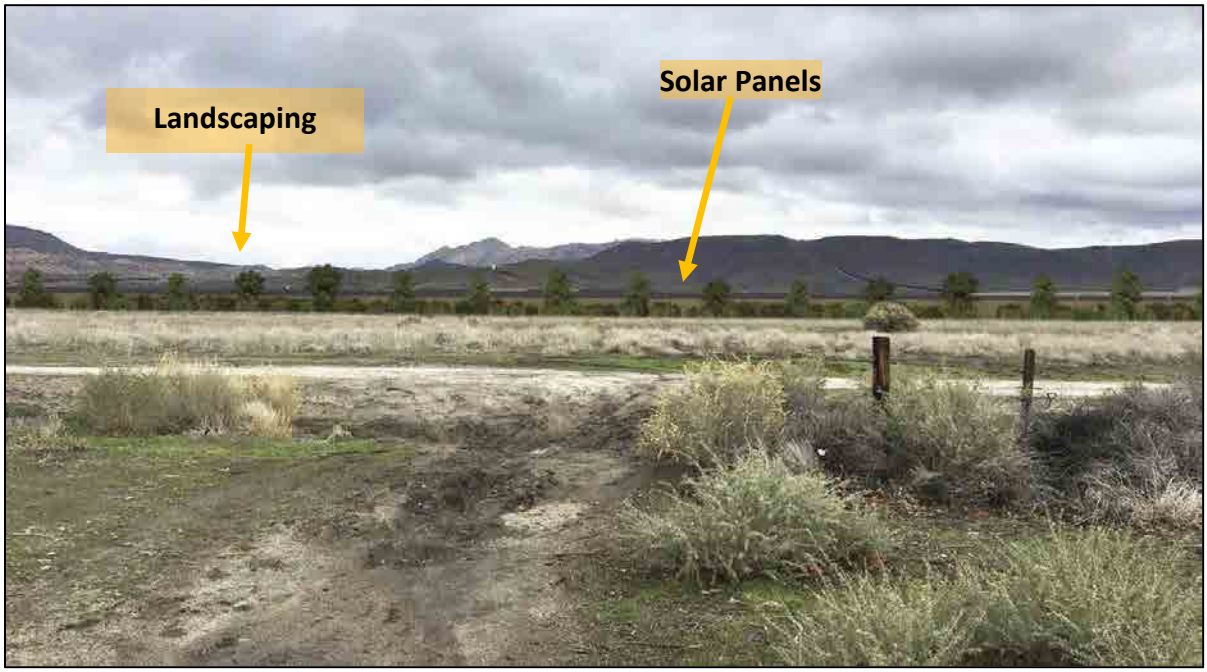


Figure 6: Simulation of Community Buffer Project from Residences in Town of Jacumba Hot Springs

The proposed solar facility is considered a Major Impact Service and Utility use type under the County Zoning Ordinance and requires a Major Use Permit (MUP). The site is zoned Specific Planning Area (S88) that has not adopted a Specific Plan. Pursuant to Section 2888(a) of the County Zoning Ordinance, a Major Use Permit may be granted for any use pursuant to a bonded agreement, such as a decommissioning plan, in an amount sufficient to ensure the removal of all structures and associated electrical components within a specified amount of time.

The Community Buffer Project includes the switchyard facilities, which include the switchyard, which controls the output of energy to the grid, and the overhead connection to the existing SDG&E transmission infrastructure. The switchyard facilities are considered a Minor Impact Utility and will not be required to be decommissioned because it is only subject to County Zoning Ordinance Section 2884 which allows for Minor Impact Utility uses within the S88 zone with the approval of a Minor Use Permit. All other proposed components of the Community Buffer Project are considered interim and will be subject to the decommissioning plan. Additionally, after the switchyard facilities are constructed, the facilities will be transferred to SDG&E and, therefore, are subject to California Public Utilities Commission jurisdiction.

Photovoltaic (PV) Modules and Support Structures

The Community Buffer Project will include approximately 291,000 PV modules (double-sided), also known as solar panels. The modules will be mounted on single-axis trackers that allow the arrays to track the path of the sun throughout the day oriented in the north-south direction. The PV modules will be mounted on support structures and will be up to 12 feet in height from the graded ground surface at their highest point. The Community Buffer Project will be required to revegetate (compatible hydroseed mix) underneath the solar panels. This vegetation will be maintained throughout the solar facility's operation to provide erosion and dust control.

Inverter/Transformer Platforms

Inverters and transformers will be installed at 25 locations throughout the solar facility. An inverter converts power from the solar panels into electricity that is compatible with the electrical grid. A transformer then takes the converted power and increases the electricity to a higher voltage. Two inverters and one transformer that will be 10 feet tall will be installed on a metal platform that is 8 feet wide by 20 feet long. The platforms will be mounted above the 100-year flood elevations, ranging from 18 inches to 4.5 feet depending on the flood levels, on a set of piles driven into the ground and covered by an earth or gravel mount. Electrical underground direct current (DC) and alternating current (AC) collection systems will be installed to connect the PV modules to the inverter/transformer platforms, and to carry the power generated by the PV modules to the on-site substation.

On-site Substation

The Community Buffer Project includes a 27,360 square foot substation that will be located adjacent to the SDG&E easement corridor that transects the northern portion of the site. The purpose of this substation is to collect all solar power and transfer it into the grid after increasing voltage to a compatible distribution level. The substation components will be a maximum of 40 feet in height. A transmission line tower with a maximum height of 65 feet will be connected to the switchyard facilities through an overhead transmission line.

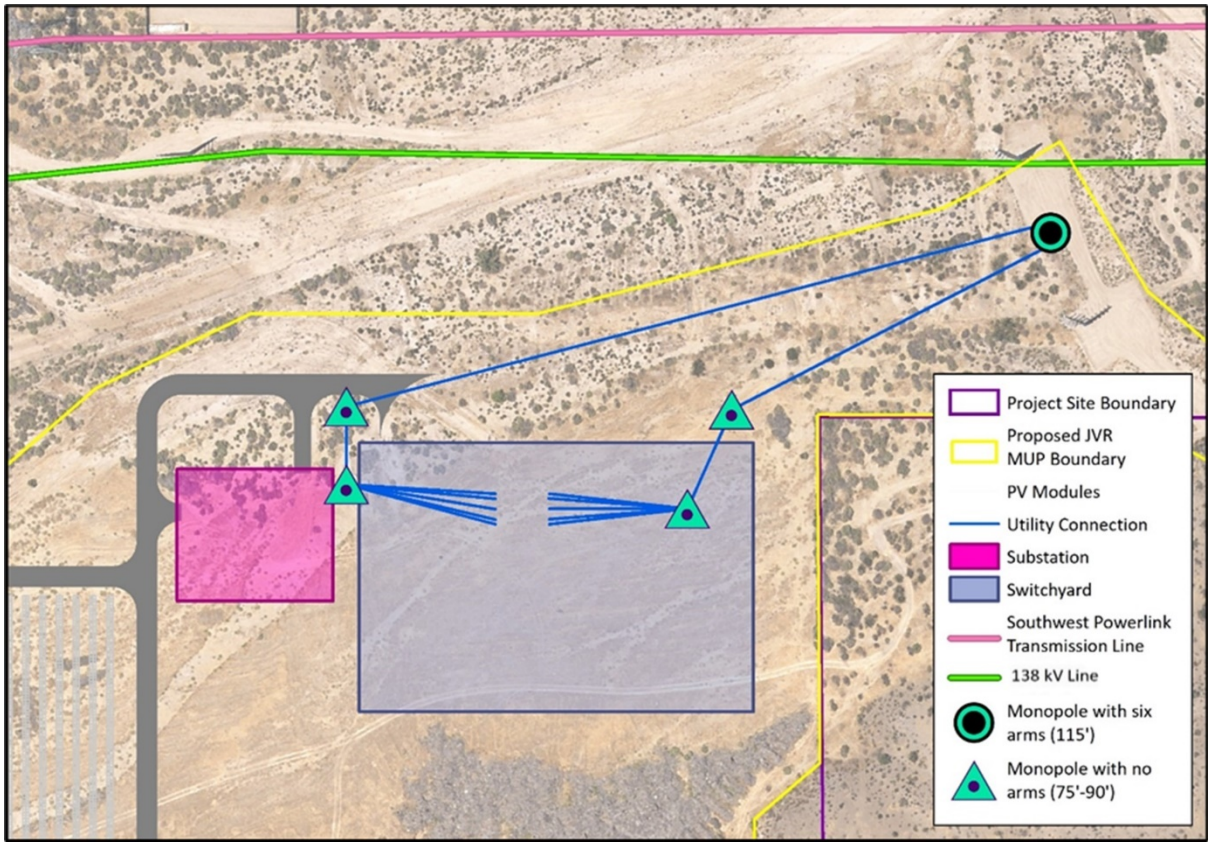


Figure 7: Substation and Switchyard Facilities

Switchyard Facilities

The switchyard facilities will be located adjacent to the on-site substation and will include a switchyard and overhead transmission tie-in lines to the existing SDG&E Boulevard 138kV transmission line. The switchyard, which controls the output of energy to the grid, will transfer the energy from the substation to the existing Boulevard 138kV transmission line, which transmits energy to the Boulevard Substation. The switchyard area will include a security fence, electrical equipment, and support structures. Access to the switchyard facilities will be provided through improvements to an existing SDG&E access road within an existing SDG&E easement.

The switchyard facilities are considered a Minor Impact Utility. The switchyard facilities will not be required to be decommissioned because they are subject to County Zoning Ordinance Section 2884, which allows for Minor Impact Utility uses within the S88 zone with the approval of a Minor Use Permit. All other uses on the site are considered interim and will be subject to the decommissioning plan.

After completion of construction and transfer of the approximately 8.1-acre switchyard facilities to SDG&E, the County will no longer have land use permitting jurisdiction over the switchyard's operation and maintenance as carried out by SDG&E and regulated under the California Public Utilities Commission. As such, operational and maintenance-related conditions in this MUP that apply to the remainder of the facilities authorized by this MUP will not apply to SDG&E.

Battery Energy Storage System

The Community Buffer Project will include a battery energy storage system with a maximum capacity of 90 megawatts (MW), comprised of 75 battery storage containers located throughout the solar facility. Battery-based energy storage provides flexibility to the electrical grid by storing energy produced during periods of oversupply and discharging to the electrical grid during periods of high demand. The battery energy storage system will be charged from the energy generated by the PV modules. The lithium-ion batteries will be located in steel containers measuring approximately 55-feet-long, 19-feet-wide, and 10-feet-high. Each container will be separated from adjacent containers by approximately 10 feet. The battery containers will be constructed above flood elevations and are placed away from off-site areas as a buffer against potential wildfire risks and will have internal fire detecting and suppression systems in each battery.

Site Access

Access to the proposed solar facility will be provided by four driveways off Carrizo Gorge Road and two driveways off Old Highway 80. Each site entrance will include a locked manual swing gate, and metal sign with lighted directory map and contact information. All entrance gates will include a Knox Box to allow access for emergency service providers. All site entrance access driveways will be 24-feet-wide and paved, and the access road to the switchyard facilities off Carrizo Gorge Road will be improved to be 30-feet-wide and paved.

Fire response and service access roads for maintenance purposes will be constructed to a minimum improved width of 24 feet within the fenced solar facility. Internal access will be designed allow for access of fire apparatus to access all inverter/transformer pads and battery storage containers.

Security Fencing and Signage

Fencing has been included on the perimeter of the proposed solar facility for security. Fencing will be seven feet in height, which includes one foot of barbed wire on the top of the fencing. Fencing types will include various types of fencing determined by the location of flood flows. Tan colored slats or vinyl screening will be installed to visually screen views of the proposed solar facility components. Signage will be placed along the perimeter fencing in Spanish (due to proximity to international border) and English for public safety purposes.

Landscaping

Landscaping will be installed primarily adjacent to the community of Jacumba Hot Springs and along both sides of Old Highway 80 to provide visual screening of the solar facility. The proposed landscaping adjacent to the perimeter fence will be approximately 15-feet wide and will include drought tolerant trees (18 feet tall 10 years after planting) with native and/or drought tolerant shrubs and ground covers incorporated between the fence line and the existing road and utility easements. Landscaping will be installed along the north and south sides of Old Highway 80, along the east side of Carrizo Gorge Road, and along the southwestern portion of the solar facility adjacent to the community of Jacumba Hot Springs.

Lighting

Shielded lighting will be installed at all site access driveway entrances, the switchyard, and the substation. Shielded lighting will be installed in lieu of motion sensor lighting at the request of the California Department of Fish and Wildlife (CDFW) as to not deter or impede wildlife movement throughout the area, as motion sensor lighting can disrupt the behavior of wildlife species. No additional lighting is required.

Fire Protection

Six 10,000-gallon water tanks with fire department connections. Pursuant to County Fire Code, a minimum 30-foot-wide fuel modification zone (FMZ) will be provided along the perimeter of the solar facility between the PV modules and off-site wildland fuels. An FMZ is a specific area where vegetation has been removed, planted, or modified that increases the likelihood that a project will survive a wildfire, improves the defensible space around the structure for firefighting activities, and prevents direct flame contact with structures. Pursuant to County Fire Code, a minimum 100-foot wide FMZ will surround the proposed substation and switchyard.

Labor

The applicant is currently pursuing a Project Labor Agreement (PLA), which guarantees a project will use union labor for the duration of project construction. A PLA generally specifies wages and benefits to be paid on a project, and it usually includes binding procedures to resolve labor disputes. A PLA can provide a sustainable workforce, diversity, uniform wages, and worker hiring from the local geographical labor pool when available.

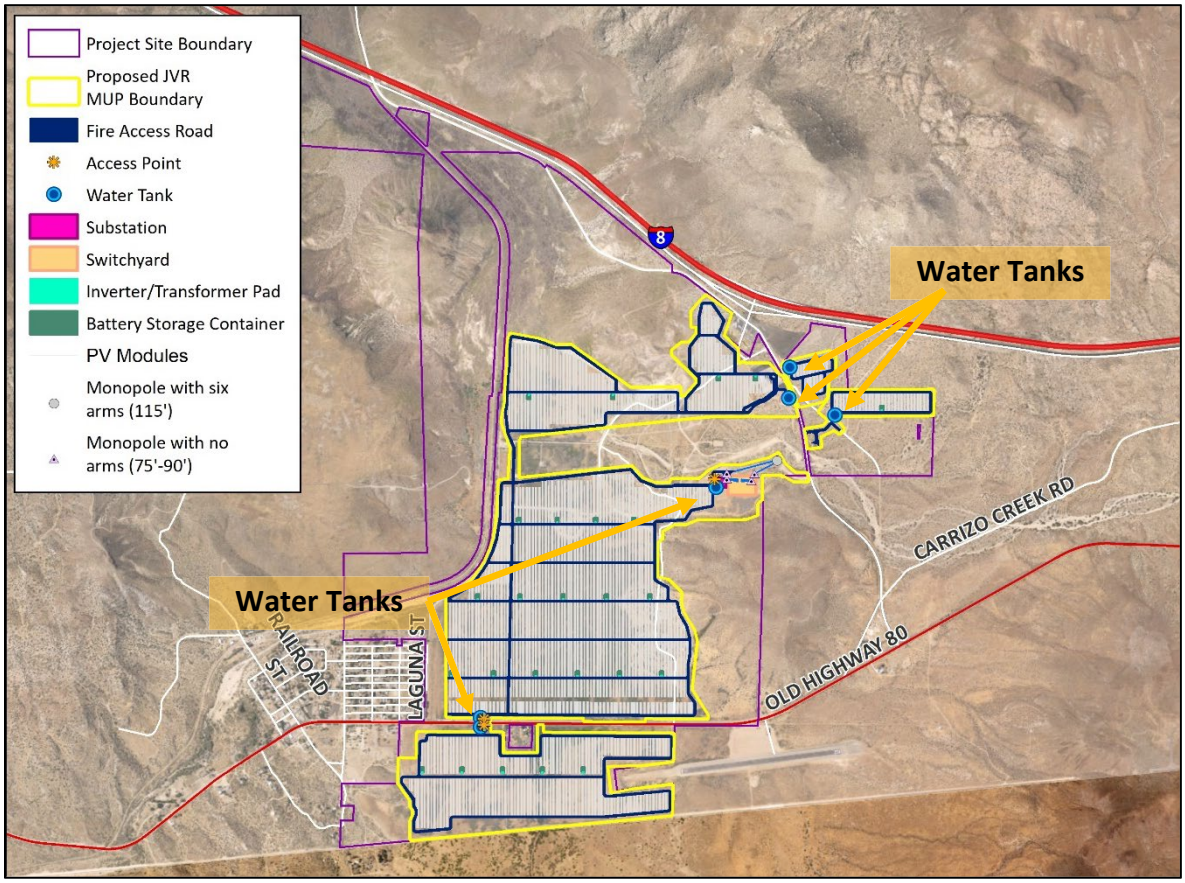


Figure 8: Fire Protection

Decommissioning

Decommissioning of all components of the proposed solar facility will be required, except the switchyard facilities, which will be owned and operated by SDG&E after construction. Prior to the expiration of the MUP for the solar facility, the applicant will be required to apply for and receive approval of a MUP Modification to authorize further use of the site as a solar facility or return to a use consistent with the Zoning Ordinance. If a new use is not proposed, the decommissioning will include removal of all components and preparing the site with a compatible hydroseed mix during decommissioning.

The aboveground equipment and structures will be disassembled and removed from the site. Equipment to be removed includes all PV modules and support structures, battery storage units, inverters, transformers, and associated controllers. Removal of the fencing, substation, and aboveground conductors on the transmission facilities will also occur. Underground collector and transmission components will also be removed. Most of these materials can be recycled or reclaimed. Remaining materials that cannot be recycled or reclaimed will be contained and disposed of offsite, consistent with the County of San Diego Construction Demolition and Debris Management Plan.

F. ANALYSIS AND DISCUSSION

The Community Buffer Project has been reviewed for conformance with all relevant ordinances and guidelines, including the San Diego County General Plan, the Mountain Empire Subregional Plan, the County Zoning Ordinance, and CEQA Guidelines. During public review of the Draft EIR, comments were received regarding impacts to visual resources, biological resources, cultural resources, groundwater, Jacumba Airport, fire hazards, and socioeconomic impacts to the Jacumba Hot Springs community and businesses. A discussion of the Community Buffer Alternative's consistency with applicable codes, policies, and ordinances is described on the following pages.

1. Key Requirements for Requested Actions

a. Is the Community Buffer Project consistent with the vision, goals, and policies of the General Plan?

b. Does the Community Buffer Project comply with the policies set forth under the Mountain Empire Subregional Plan?

c. Is the Community Buffer Project consistent with the County's Zoning Ordinance?

d. Is the Community Buffer Project consistent with other applicable County regulations?

e. Does the Community Buffer Project comply with CEQA?

2. Analysis

Aesthetics and Visual Resources

Comments were received regarding potential impacts to aesthetics and visual resources, including change in visual character, effects on views from scenic roads, visual compatibility with surrounding uses, and light and glare generated by the proposed solar facility. The introduction of a solar facility adjacent to the existing community of Jacumba Hot Springs will result in a noticeable change in the visual character of the community. Although existing high voltage transmission lines and wind development in Mexico are currently visible, the proposed solar facility will contrast with the existing landscape and predominant development (i.e., residential and commercial) in the Jacumba Hot Springs area. In addition, development of the solar facility will result in a prominent change in the visual theme and style of the community. Mitigation measures to reduce impacts to visual resources are discussed further in this section.

As a result of public comments during public review of the Draft EIR, the original solar facility project and the Community Buffer Alternative as described in the Draft EIR were revised to include increased setbacks to provide a larger buffer between the proposed solar facility and the north and south sides of Old Highway 80, and between the solar facility and Jacumba Community Park. The fence line along the north side of Old Highway 80 will be 110 feet from the edge of the pavement on Old Highway 80, providing a buffer to the north that is 52 feet more than originally proposed. The fence line along the south side of Old Highway 80 will be 175 to 180 feet from the edge of the pavement on Old Highway 80, providing a buffer to the south that is 122 feet more than originally proposed. The increased setbacks along Old Highway 80 will lessen the "tunnel" effect (the effect that occurs when the environment surrounding a driver begins to blur together due to a monotonous landscape) resulting from the development of the solar facility in proximity to the highway. The increased setback

from 30 feet to 300 feet from Jacumba Community Park will reduce the visual prominence of solar facility components as experienced from the park.

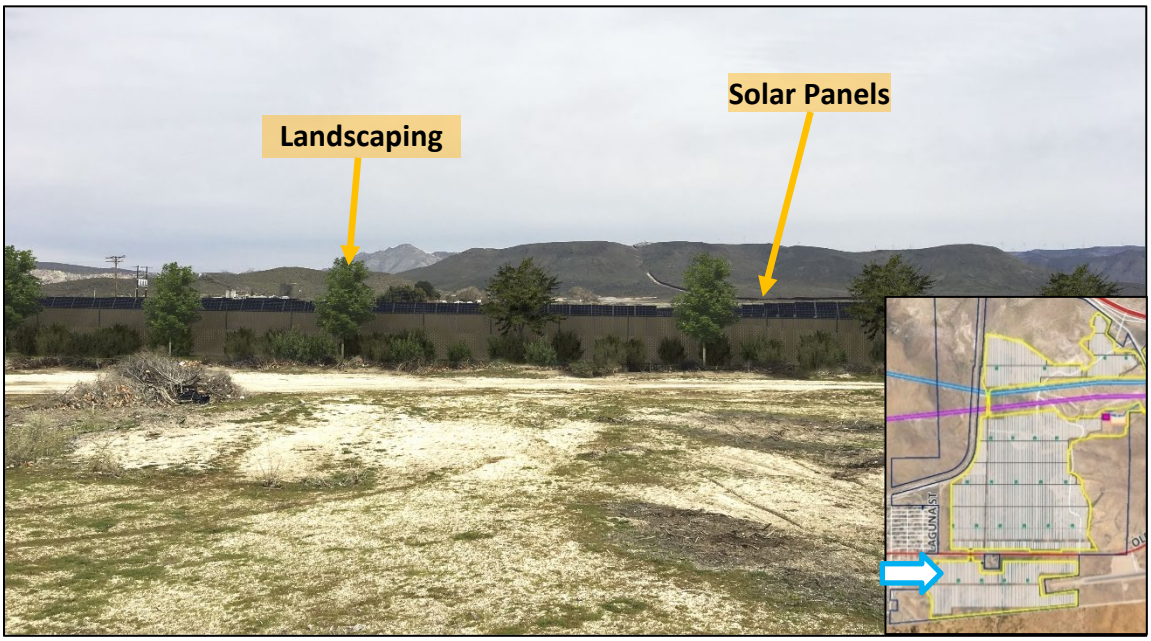


Figure 9: Simulation of Original Project from Jacumba Community Park

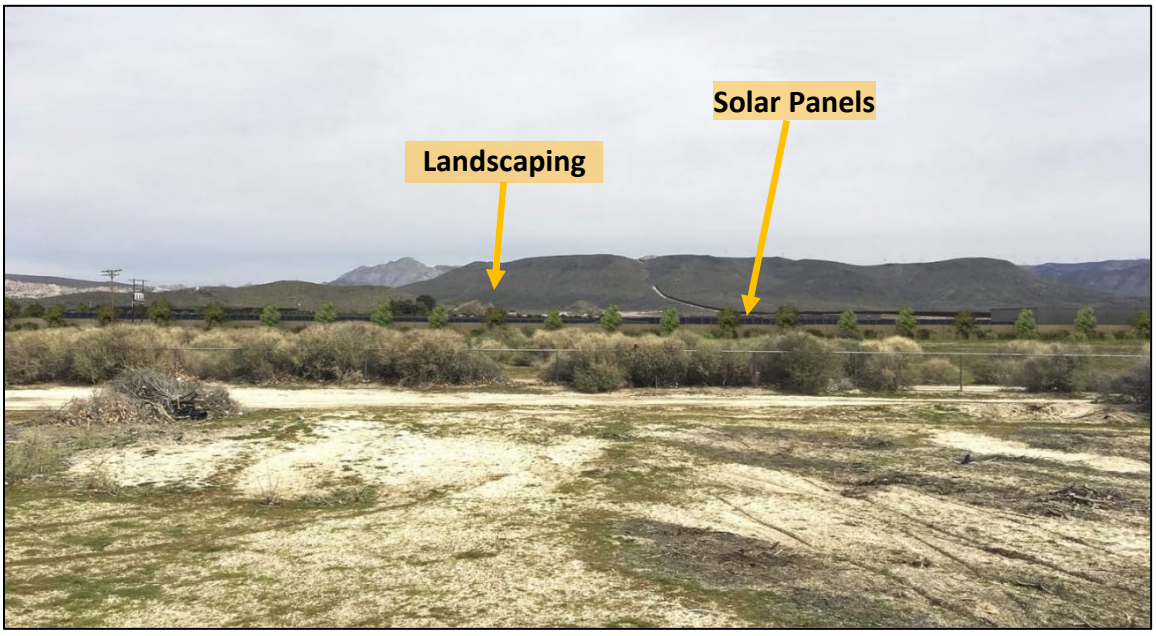


Figure 10: Simulation of Community Buffer Project looking east from Jacumba Community Park



Figure 11: Existing View from State Park Lands (Anza Borrego Desert State Park)



Figure 12: Simulation of Community Buffer Project from State Park Lands

Landscaping and tan colored slatted fencing will be included along the western site boundary that parallels Jacumba Community Park and residential properties in the town of Jacumba Hot Springs. Where slatted fencing is infeasible due to flood design parameters, neutral-colored vinyl screening or other suitable material will be installed. Additionally, the inverters, energy storage containers, and transmission line components will be non-reflective colors to reduce visibility and visual contrast. Mitigation measures will be implemented to reduce impacts to visual resources; however, the visual impacts of the solar facility would remain significant and unavoidable.

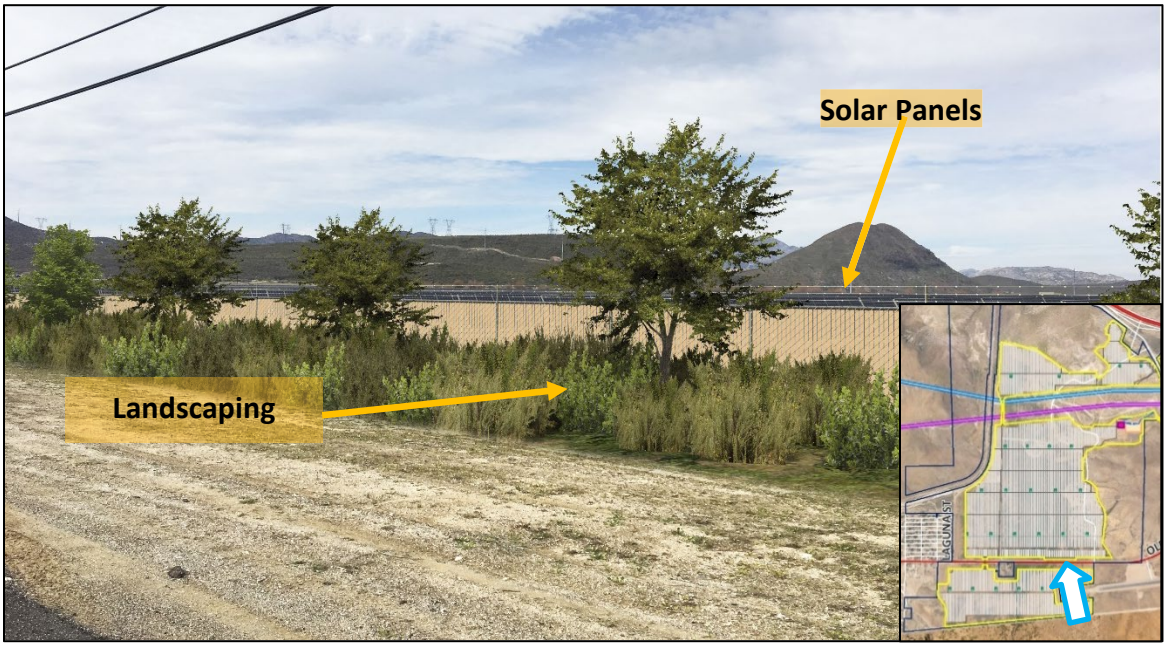


Figure 13: Simulation of Original Project in Draft EIR looking Northwest from Old Highway 80

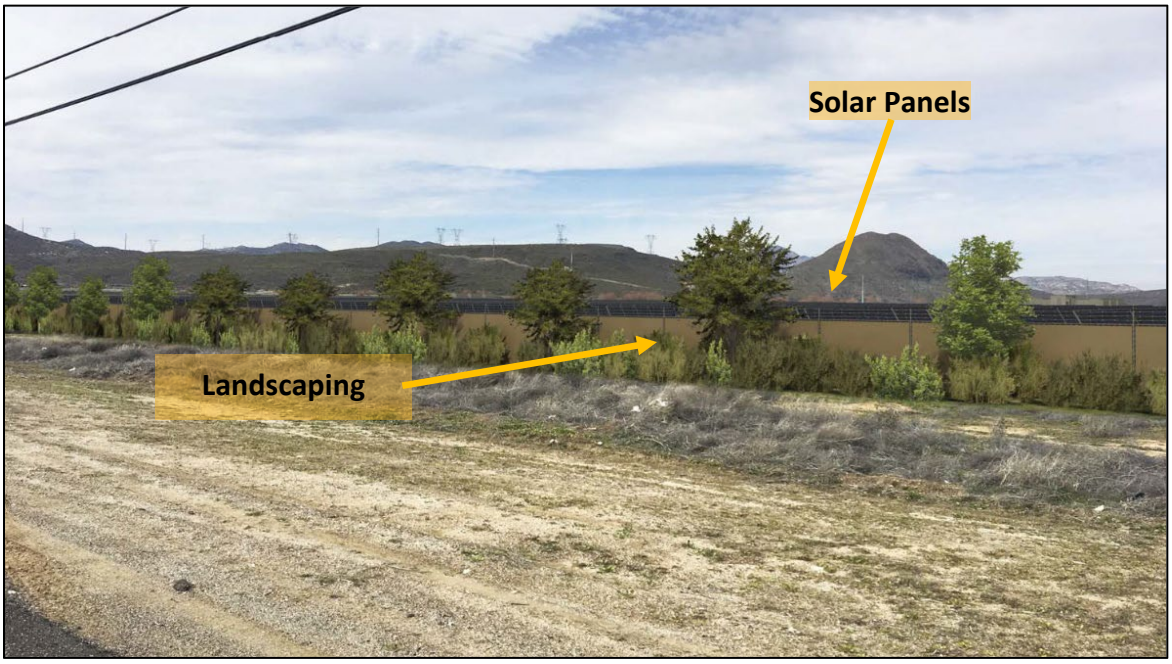


Figure 14: Simulation of Community Buffer Project looking Northwest on Old Highway 80

Biological Resources

Comments were received regarding potential impacts to biological resources, including tricolored blackbird, bats, and wildlife movement and corridors.

Tricolored Blackbird

Comments were received regarding the proposed solar facility's potential impacts to the tricolored blackbird, a special status species and state candidate for listing as endangered under the California

Endangered Species Act. Tricolored blackbirds were observed in the southern portion of the site perched in trees and foraging. No suitable nesting habitat for the tricolored blackbird was identified on the site; however, a pond located approximately 0.5 miles west of the site has been identified as tricolored blackbird nesting habitat.

Tricolored blackbirds typically forage within three miles of a nesting colony. Development of the proposed solar facility will impact potential foraging habitat for the tricolored blackbird. Habitat preservation through a 435-acre on-site biological open space easement will preserve foraging habitat for tricolored blackbirds within three miles of the pond.

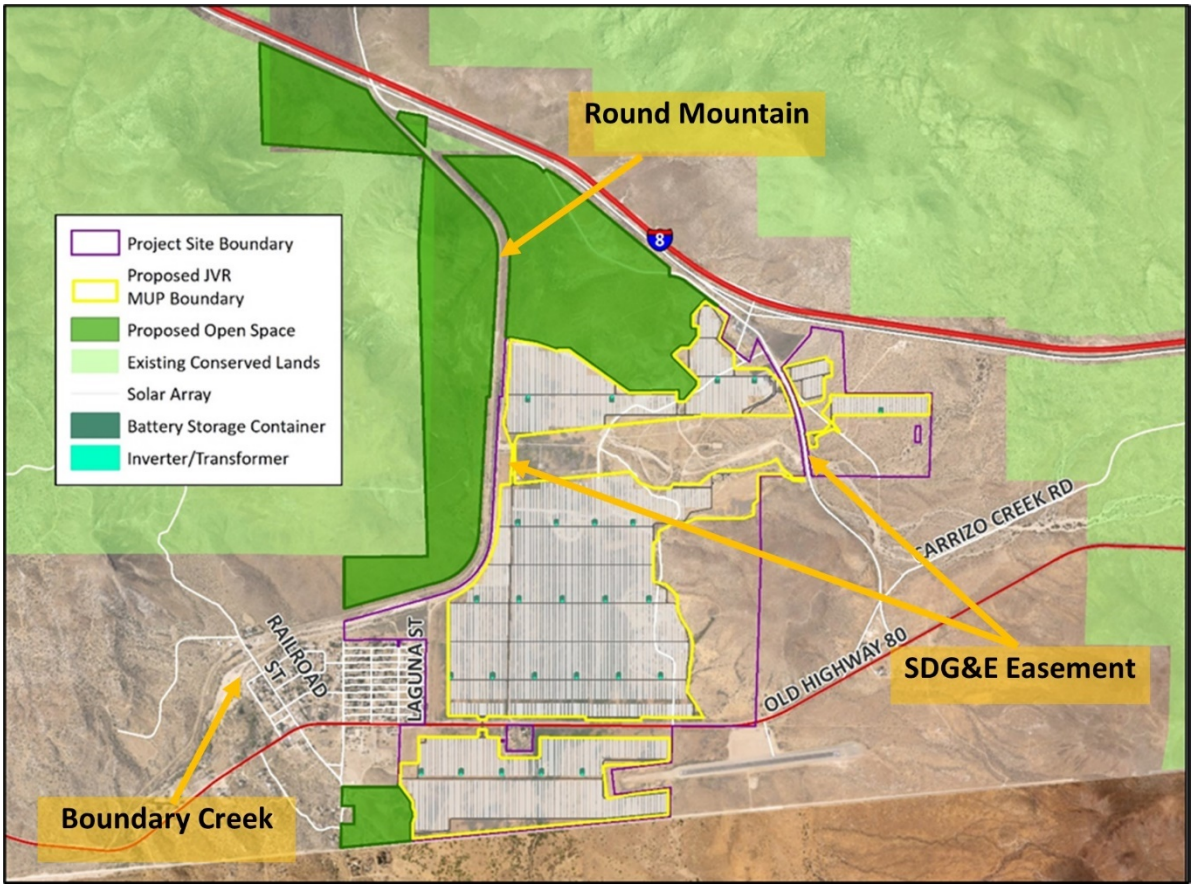


Figure 15: Biological Open Space Easement

Bat Species

Comments were received regarding the potential impacts to bat species. The site provides bat foraging habitat. The abandoned dairy buildings which will be demolished provide potential for bat roosting. Round Mountain also provides potential bat roosting habitat, however the portion of Round Mountain within the site will be preserved as a biological open space easement. Three special status bat species (pallid bat, western small-footed myotis, and Yuma myotis) have the potential to forage and/or roost on the site. No individuals of these bat species were detected, and no bat roosts or signs of roosting bats were found, during on-site surveys. The Project will mitigate for potential impacts to bat species through the following: additional bat clearance survey prior to demolition of

the buildings; roost avoidance or exclusion; and the installation of bat houses approved by a bat biologist suitable for bat species on site (if roosts are found on site).

Wildlife Movement and Corridors

Comments were received regarding wildlife movement through the site. The 1,356-acre site is located within a core wildlife area (a large block of habitat that supports multiple wildlife species) and serves as a linkage between two blocks of habitat located to the east and west of the site. The Community Buffer Project will include a 435-acre biological open space easement which will preserve Boundary Creek along the western portion of site, which functions as a north-south wildlife corridor. This open space easement is contiguous to State Park and Bureau of Land Management lands to the west. In addition, the SDG&E easement which transects the site provides an east-west wildfire corridor between Boundary Creek and undeveloped land to the east, which will allow uninterrupted movement for larger species. An opening in the solar facility's perimeter fence will also be provided to allow wildlife to travel between the open space easement north of the facility to the SDG&E easement. The proposed perimeter fencing will allow small reptiles, amphibians, and small mammals to pass beneath the fence.

Mitigation measures to reduce impacts to biological resources, including biological monitoring, preservation of habitat within an on-site open space easement, preparation and implementation of a resource management plan, and species avoidance are required as conditions of approval for the Community Buffer Project.

Cultural Resources

Native Americans have long inhabited the Jacumba region with recorded sites dating back to 7500 BC. A total of 51 cultural sites are located within the 1,356-acre site, approximately 24 of which are within the Community Buffer Project area of direct impact. Impacts to significant cultural sites have been avoided. No Tribal Cultural Resources have been identified within the site. The County consulted with four Tribes (Campo, Jamul, Manzanita, and Viejas) regarding the proposed solar facility. Comments were received from the Campo Band and the Manzanita Band regarding the Draft EIR and the Tribes' comments were addressed in the Final EIR.

Groundwater

Comments were received stating concerns regarding groundwater overdraft, adverse effects of pumping on off-site wells, and the cumulative effects of groundwater extraction from other projects in the basin. Construction of the proposed solar facility will require approximately 142 acre-feet (AF) of water, which will come from the Jacumba Valley aquifer. During operations, the solar facility will require a maximum of 11 AF of water per year. Decommissioning of the solar facility will require 50 AF for dust control, equipment washing, and compaction.

During operation of the solar facility, water demand will not exceed the County's thresholds, nor will the groundwater-dependent ecosystems be significantly impacted. A Groundwater Monitoring and Mitigation Plan (GMMP) is included as a condition of approval for the Community Buffer Project, which ensures that pumping does not significantly impact existing well users and groundwater dependent habitat. Groundwater production and water level data shall be reported to the County on a monthly basis during project construction. After construction, groundwater production and water level data shall be reported to the County on an annual basis for five years. After five years, the

County shall determine if continued monitoring and annual reporting is required based on the effects of groundwater extraction from the previous five years. The solar facility is required to cease groundwater use if a significant reduction below the baseline groundwater level is exceeded pursuant to County groundwater guidelines. If this occurs, the well may only be utilized after groundwater recovers to prescribed levels and written permission from the County is obtained.

Flood Hazards

The site is situated within a large watershed, most of which is located within Mexico and drains northward into the United States. The site is located within an unmapped floodplain. The flood hazard analysis found that the site would experience flooding during a 100-year flood event, which is a flood event that has a 1% probability of occurring in any given year. Solar panels, inverters/transformer platforms, battery storage containers, and other electrical equipment will be required to be elevated above the floodplain to avoid any flood hazard. In addition, breakaway or flow through fencing will be required where needed.

Jacumba Airport

Comments were received stating that the proposed solar facility will impact operations at the Jacumba Airport, that it conflicts with the Jacumba Airport Land Use Compatibility Plan's (ALUCP) lot coverage and open space requirements, and that it will result in safety and glare impacts to aircraft. Comments were also received stating that glare from the solar panels will impact gliders (a light aircraft with no engine) operations at the Jacumba Airport.

The Jacumba Airport is located adjacent to the solar facility to the southeast. The Jacumba Airport is unattended and is mainly used as a glider (non-powered aircraft) facility. The County adopted the Jacumba ALUCP in 2006 and amended the plan in 2011. ALUCPs are plans that guide property owners and local jurisdictions in determining what types of proposed new land uses are appropriate around airports. They also protect airports from encroachment by new incompatible land uses that could restrict an airport's operations. Airport safety zones are established as part of the ALUCP, and land use restrictions and requirements are established to protect people and property on the ground and in the air.

An ALUCP covers a certain geographic area around the airport, also known as the Airport Influence Area (AIA), which is established by a variety of factors including airport size and operations, as well as the safety, airspace protection, and noise. Most of the solar facility is located within the Jacumba AIA.

Within the Jacumba Airport's AIA, there are five safety zone areas that are established for the purpose of evaluating safety compatibility of development. Safety Zones generally have greatest restrictions closest to the airport (Safety Zone 1) and least restrictions furthest from the airport (Safety Zone 6). Within Safety Zones 2, 4 and 5, there are restrictions on lot coverage, which is how much land can be covered in a certain safety zone. Solar arrays within Safety Zone 2 can have up to 50% lot coverage and Safety Zones 4 and 5 can have solar arrays up to 70% lot coverage. The Community Buffer Project will have a maximum lot coverage of 33% in Safety Zone 2, 32% in Safety Zone 4, and 34% in Safety Zone 5, compliant with the ALUCP's lot coverage requirements.

In most circumstances in which an accident involving a small aircraft involving a small aircraft occurs near an airport, the aircraft is under control as it descends. When forced to make an emergency landing, pilots will usually attempt to do so in the most open areas readily available. To enhance safety both for people on the ground and the occupants of the aircraft, ALUCPs often contain criteria requiring a certain amount of open land near airports. The Community Buffer Project will provide 23.94 acres of open land (12.11 acres located on Old Highway 80) within Safety Zones 2, 4, and 5. Open land is intended to allow light aircraft to have controlled emergency landings. Each open land area provided exceeds the minimum required dimensions of 75 feet by 30 feet and are oriented parallel to the runway, providing a safety landing area for gliders and aircraft in event of an emergency.

A glare study was prepared for the proposed solar facility that determined there will be no significant impact to pilot operations of both powered aircraft and gliders. The solar facility will generate limited glare throughout the year and will be within the range acceptable pursuant to Federal Aviation Administration (FAA) requirements. In response to comments received related to glare, the applicant modified the angle of the PV panels and eliminated backtracking during the afternoon hours (panels will remain west-facing until after sundown) for arrays north of Old Highway 80 and south of the SDG&E Transmission Corridor to redirect glare up and out of the view of glider pilots. Additionally, the applicant will be required to notify the FAA 45 days prior to construction and receive a Determination of No Hazard to engine powered aircraft.

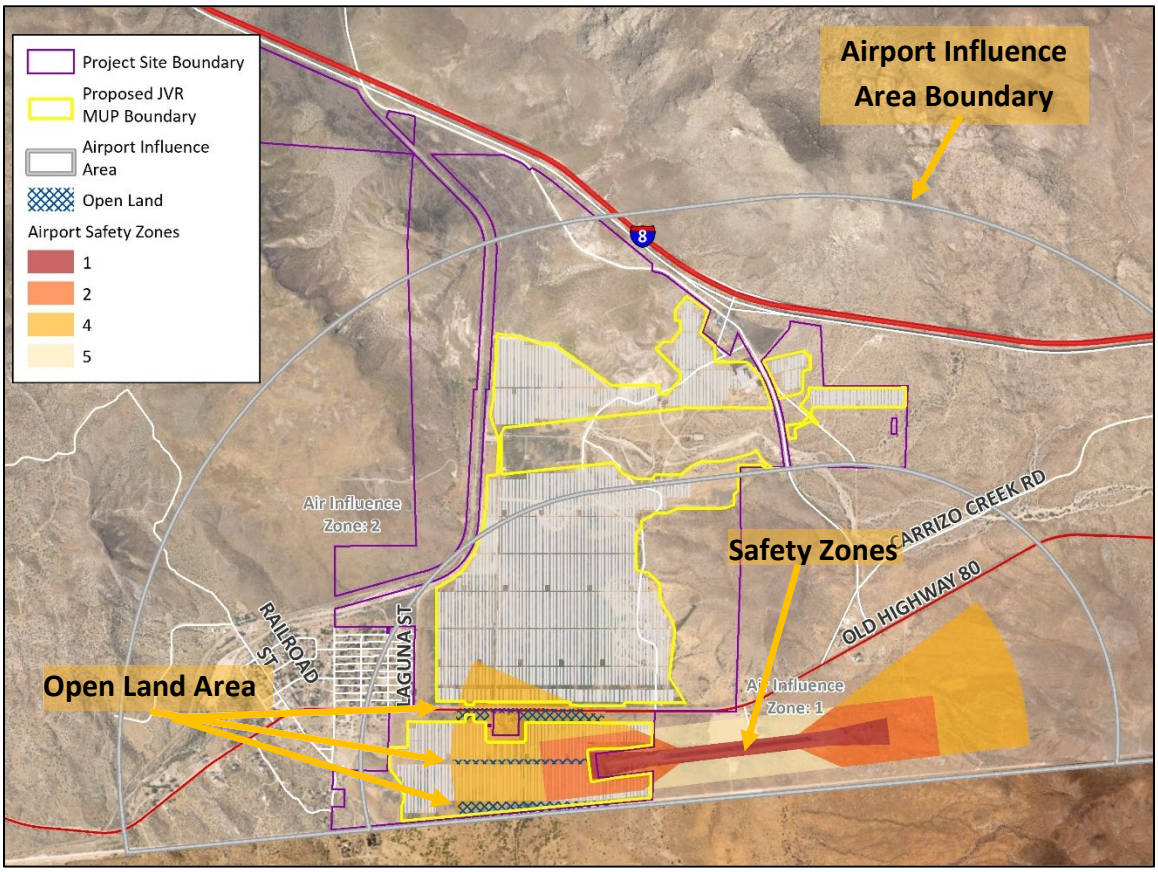


Figure 16: Airport Safety Zones

Socioeconomic Impacts

Comments were received stating the proposed solar facility will result in socioeconomic impacts, such as reduced home and property values in the area, reduced tourism potential, and quality of life. Commenters also expressed concerns about environmental justice impacts to the community of Jacumba Hot Springs.

Although CEQA does not require analysis of social and economic impacts, environmental justice concerns are addressed through other laws and policies. In 2017, the Legislature amended Government Code section 65302 to require the addition of an environmental justice element in a local General Plan when the agency updates at least two other elements of the General Plan. The County is in the process of developing an Environmental Justice (EJ) Element of the General Plan that will identify objectives and policies to reduce unique or compounded health risks in identified disadvantaged communities, promote civil engagement in public decision making, and prioritize improvements and programs to address the needs of disadvantaged communities. The community of Jacumba Hot Springs has not been identified as an Environmental Justice community in the draft EJ Element that will be presented to the Board this summer.

Wildfire

Comments were received regarding the potential for wildfire risk related to the proposed solar facility, including the battery energy storage system. Construction and decommissioning of the solar facility will result in an increase in demand for fire protection and emergency services due to increased activity leading to a greater number of ignition sources on the site, including equipment and human activities. In addition, during operations and maintenance, the proposed solar facility will introduce potential ignition sources that do not currently exist on the site.

The solar facility will provide defensible space by setting back all PV modules a minimum of 30 feet from the perimeter fence. Compliant with the County Defensible Space Ordinance, defensible space of 100 feet (no vegetation) will be provided surrounding the substation and switchyard pad areas. The entire solar facility will include modified fuels with internal fire access roadways compartmentalizing the low growing vegetation (less than six inches) beneath all PV modules. Six water tanks are proposed throughout the solar facility site to provide water specifically for firefighting purposes. The Construction Fire Protection Plan will be implemented during the construction phase to reduce the risk of ignitions, including procedures for management of combustible materials, handling of electrical components, and use of construction vehicles. The Fire Protection Plan also includes measures to be implemented during operation of the solar facility. Additionally, the applicant will enter into a Fire Protection and Mitigation Agreement with the San Diego County Fire Protection District prior to approval of building permits in accordance with the MUP to make a fair share contribution toward local emergency response capabilities. A one-time payment will be made to the County at the time of building permit issuance, with annual payments for the life of the project.

Major Use Permit Findings

As further detailed in the Form of Decision included in Attachment D, each of the required MUP findings can be made by PDS. The discussion below covers scale, bulk, and coverage of the facilities, availability of services, effects upon neighborhood character, generation of traffic and the capacity and physical character of surrounding streets, the suitability of the site for the type of proposed use, and any other relevant impact of the use. Additionally, this discussion covers the

Community Buffer Project compliance with Zoning Ordinance Section 6954(b)(3), which outlines the requirements for solar energy projects. PDS staff has analyzed the Community Buffer Project in relation to each of these topics.

The Community Buffer Project site is located within the Specific Planning Area; however, no Specific Plan has been established for the area to date. Based on the current General Plan, the allowable density with the Specific Planning Area is 1,110 units. A current Specific Plan proposal could potentially allow for a maximum of 1,110 units, a water reclamation facility, a hotel, visitor-oriented commercial, a recreational vehicle park, a theme park, industrial park, and sand and gravel extraction. The Community Buffer Project is considered an interim use and is allowed in the Specific Planning Area Land Use Designation upon approval of an MUP. In accordance with Section 2888(a) of the County Zoning Ordinance, a Major Use Permit may be granted for any use pursuant to a bonded agreement to ensure the removal of all structures and electrical components within a specified amount of time. Because the Community Buffer Project does not require a change to the General Plan land use designation of the site, the underlying 1,110 units of density will be retained.

The proposed location, size, design, and operating characteristics of the Community Buffer Project will be compatible with existing uses in the area and consistent with the bulk and scale anticipated for the site by the adoption of the Specific Planning Area. The surrounding area can be characterized as primarily rural and/or undeveloped private lands and local, state, and federal public lands. The unincorporated community of Jacumba Hot Springs is located adjacent to the proposed solar facility, to the southwest of the Community Buffer Project site. The community includes residential and commercial uses, including a hot springs resort. The Jacumba Airport is located along the southeastern portion of the Community Buffer Project site. Additionally, the U.S./ Mexico international border fence parallels the southern boundary of the Community Buffer Project site, and is composed of straight, 15-foot-tall steel structures that traverse the desert landscape from east to west.

The Community Buffer Project will be setback from the Jacumba Community Park (300 feet from property line to the Project fence line), residential properties in the community of Jacumba Hot Springs (300 feet from nearest residential property line to the perimeter fence line) and from Old Highway 80 (175 to 180 feet from the edge of pavement to the perimeter fence line to the south, 110 feet from the edge of pavement to the perimeter fence line to the north). The Community Buffer Project has been designed to minimize impacts on the natural and developed environment on the site and within the vicinity. Solar panel arrangement on the Community Buffer Project site has been designed to avoid cultural resources, riparian and sensitive habitat areas, and special status species, and to minimize impacts to steep slopes and reduce the need for grading. Biological impacts will be mitigated by an on-site open space easement area which will preserve 435 acres of existing vegetation in perpetuity.

Recent renewable energy projects and associated SDG&E infrastructure have resulted in a change to the physical setting of the Community Buffer Project site and surrounding neighborhood character. An existing transmission corridor transects the northern area of the Community Buffer Project site; this corridor is located immediately north of the proposed substation and switchyard facilities from east to west. Existing transmission infrastructure installed within the corridor includes the 155-foot-tall Southwest and Sunrise Powerlink 500 kV transmission towers and the 150-foot-tall Boulevard 138 kV transmission line. The existing Jacumba Solar Facility (approved May 2016, online July 2017)

and the SDG&E-owned East County (ECO) Substation (approved June 2012, online January 2015) are within two miles of the Community Buffer Project's eastern boundary. The Jacumba Solar development covers 300 acres and includes over 80,000 PV modules and a collector substation. The tallest components of the Community Buffer Project include the approximately 65-foot-tall transmission tower and support poles for transmission line, and up to five 70- to 115-foot-high steel poles for the connection to the existing Boulevard 138kV transmission line. Existing transmission line infrastructure in the area, as discussed above, is comparable in vertical size, scale, and mass as the taller Community Buffer Project components.

The solar facility's substation and switchyard pad are 27,360 and 140,000 square feet, respectively, which is consistent in size and scale to similar uses in the surrounding area such as the existing ECO Substation, which covers approximately 58 acres of land area, Jacumba Solar Substation on an approximately 23,650 square foot pad, and the Sunrise Powerlink and the Southwest Powerlink, which both transect the northern portion of the site. The proposed Community Buffer Project will not have a harmful effect on desirable neighborhood character due to consistency with existing renewable energy projects in the vicinity.

The PV modules and support structures will be up to 12 feet in height from the graded surface. Battery storage containers will be installed next to the inverter/transformer platforms at 25 locations within the solar facility and will be elevated due to flood constraints to a maximum height not to exceed 15 feet in height.

The solar facility will be surrounded by perimeter fencing. Landscaping and screened fencing will be installed in areas specified by mitigation measures. Panels will be treated with an anti-reflective coating to minimize glare and visibility, and solar panels north of Old Highway 80 and south of the SDG&E transmission corridor will eliminate backtracking during the afternoon hours to redirect glare for airport safety purposes. Outdoor nighttime lighting will be kept to the minimum required for security and safety.

A number of factors contribute to the suitability of the Project site for a solar facility development. The Community Buffer Project would locate solar power plant facilities as near as possible to existing or planned electrical transmission facilities, including co-locating with existing transmission facilities when feasible. For a large-scale renewable energy development, the distance to a viable point of interconnection with the power grid and the ability of the grid to accommodate new renewable generation without triggering major upgrade costs are among the most important factors in project feasibility. The Community Buffer Project includes an onsite collector substation to convert generated power from 34.5 kV to 138 kV, a switchyard to transfer power from the substation to the existing SDG&E transmission lines, and a 138 kV transmission line to connect the switchyard with the existing SDG&E Boulevard – East County transmission line. The intensity of the use proposed is appropriate for the site because a solar energy system is a low intensity type of non-residential development that is compatible with existing land uses adjacent to the site, as discussed above. Therefore, the Community Buffer Project and the site are suited for the type and intensity of development proposed.

The Community Buffer Project will generate 1,158 daily trips during construction, which will be short term and temporary. Additionally, the solar facility will be unstaffed and generate a yearly average, during operations. Per the County's Transportation Study Guide (TSG) Screening Threshold for

Small Projects, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant VMT impact for transportation. As mentioned previously, the operation of the Community Buffer Project is conservatively estimated to generate 20 daily trips, dependent on maintenance requirements. Therefore, utilizing the guidance provided by the TSG, the operation of the solar facility, including the switchyard, would not generate a significant number of trips and thereby would not cause substantial amount of VMT.

The proposed use is consistent with the General Plan and Zoning designations, the Mountain Empire Subregional Plan, the Jacumba Subregional Group Area Plan, and all necessary public facilities and services are available to the site based on technical studies and service availability forms provided by the applicable utility providers and districts. Therefore, the Community Buffer Project will be compatible with the surrounding community.



Figure 17: Simulation of the Community Buffer Project Looking South from Carrizo Gorge Road

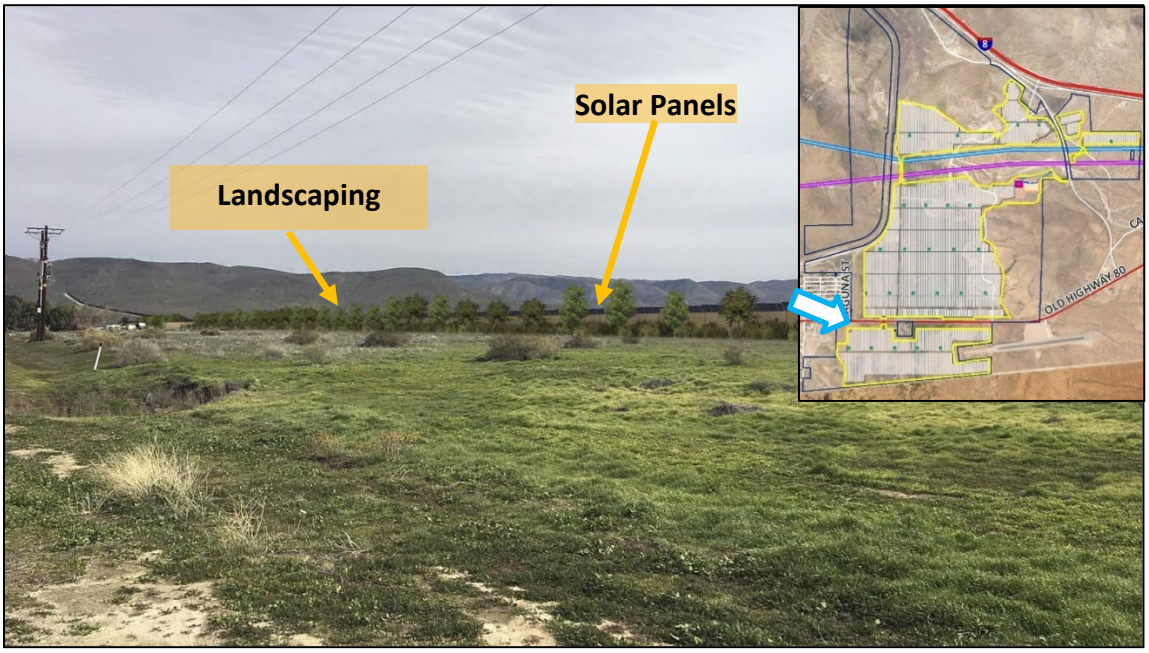


Figure 18: Simulation of the Community Buffer Project Site Looking Southeast from Old Highway 80

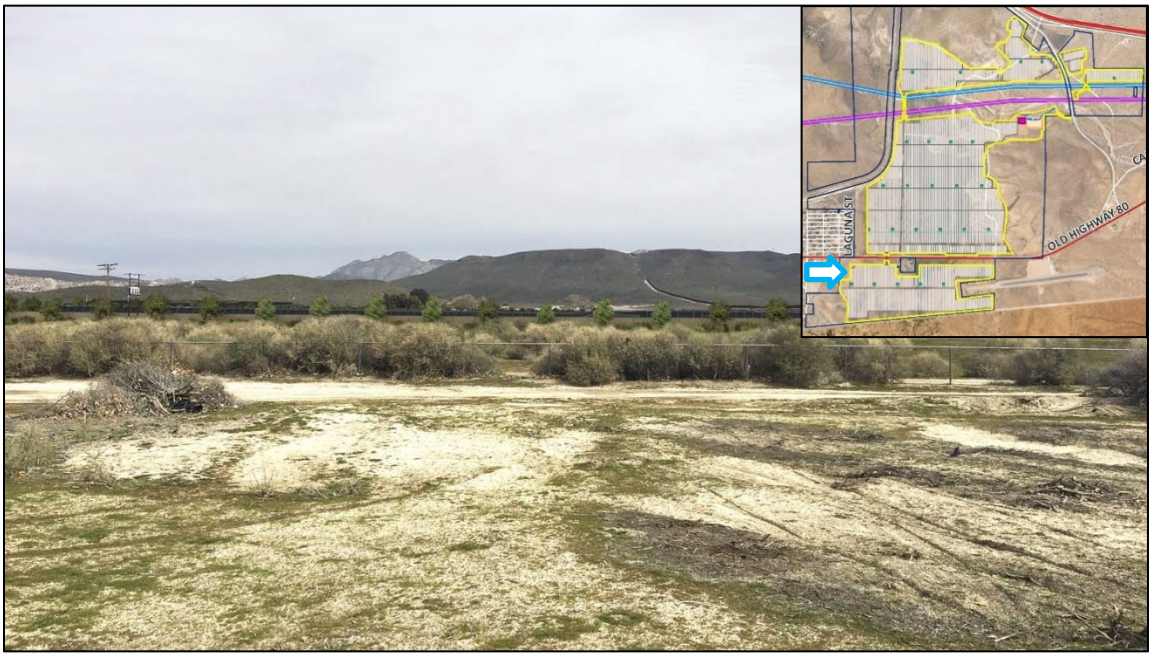


Figure 19: Simulation of the Community Buffer Project Site Looking East from Jacumba Community Park

3. General Plan Consistency

The Community Buffer Project is consistent with the following relevant General Plan goals, policies, and actions as described in Table F-1.

Table F-1: General Plan Conformance

General Plan Policy	Explanation of JVR Energy Park Conformance
Policy LU-2.8: Mitigation of Development Impacts: Require measures that minimize significant impacts to surrounding areas from uses or operations that cause excessive noise, vibrations, dust, odor, aesthetic impairment, and/or detrimental to human health and safety.	Implementation of mitigation measures will reduce impacts to the extent feasible. The EIR identifies mitigation to reduce the impacts to aesthetics related to views from public roads, scenic vistas, and visual character. Additionally, the Community Buffer Project will reduce impacts associated with fugitive dust from construction, odor, or emissions detrimental to human health by implementing measures consistent with San Diego Air Pollution Control District Rule 55, which regulates fugitive dust emissions from any commercial construction or demolition activity capable of generating fugitive dust emissions. Implementation of Community Buffer Project mitigation measures will reduce the potential effects of construction and operational noise to a less than significant level.
Policy LU-4.6: Planning for Adequate Energy Facilities. Participate in the planning of regional energy infrastructure with applicable utility providers to ensure plans are consistent with the County's General Plan and Community Plans and minimize adverse impacts to the unincorporated County.	The Community Buffer Project will develop a solar energy project that improves local electrical reliability for San Diego County and other counties by providing a source of local generation as near as possible to existing SDG&E transmission infrastructure. The Community Buffer Project will produce 90MW of renewable electricity per year and will have a maximum battery storage capacity of up to 90MW.
Policy LU-4.7: Airport Land Use Compatibility Plans (ALUCP). Coordinate with the Airport Land Use Commission (ALUC) and support review of Airport Land Use Compatibility Plans (ALUCP) for development within Airport Influence Areas.	The Community Buffer Project is located within the Airport Influence Area of the Jacumba Airport and has been designed to comply with the regulations of the ALUCP for the Jacumba Airport. The Community Buffer Project will be required to provide a notice to the Federal Aviation Administration (FAA) to determine that the project will not present a hazard to airspace or navigation prior to building permit issuance.

General Plan Policy	Explanation of JVR Energy Park Conformance
Policy LU-5.3: Rural Land Preservation. Ensure the preservation of existing open space and rural areas (e.g., forested areas, agricultural lands, wildlife habitat and corridors, wetlands, watersheds, and groundwater recharge areas) when permitting development under the Rural and Semi-Rural land use designations.	The site contains rural lands and jurisdictional resources. All impacts to wetlands and jurisdictional resources will be mitigated to below a level of significance. The Community Buffer Project will avoid sensitive environmental resources to the extent feasible and will not significantly impact agricultural lands. The Community Buffer Project proposes an interim use of the site and the solar facility (except for switchyard) will be decommissioned after 35 years. As a result, the Community Buffer Project will not result in the permanent conversion of agricultural resources. Project design features ensure groundwater wells will be monitored throughout the implementation of the Community Buffer Project. Therefore, impacts to groundwater as a result of the proposed Community Buffer Project will be less than significant, and no mitigation measures will be required.
Policy LU-6.5 – Sustainable Stormwater Management. Ensure that development minimizes the use of impervious surfaces and incorporates other Low Impact Development techniques, as well as a combination of site design, source control, and stormwater best management practices where applicable and consistent with the County's Low Impact Development Handbook.	The Community Buffer Project has incorporated required stormwater management features in accordance with the County's Low Impact Development Handbook. A Stormwater Management Plan has been prepared for the Community Buffer Project and recommendations and best management practices will be implemented to prevent significant impacts to water quality. Site drainage will be designed in accordance with County standards to ensure that a substantial alteration of existing drainage patterns will not occur. The use of impermeable surfaces will be minimized to the extent practicable, as the project will maintain unpaved and revegetated areas under the solar panels
Policy COS-14.7: Alternative Energy Sources for Development Projects. Encourage development projects that use energy recovery, photovoltaic, and wind energy.	The Community Buffer Project will result in the production, storage, and transmission of 90MW of renewable solar energy that can offset the need for additional energy production from fossil fuels, assist the state in meeting its air quality goals, and reduce greenhouse gas emissions in conformance with Assembly Bill 32 and Senate Bill 32.

4. Subregional Plan Consistency

The proposed Community Buffer Project is located in the Jacumba Subregional Group Area Planning area, which is within the Mountain Empire Subregional Planning area. It is consistent with the following relevant Mountain Empire Subregional Plan goals, policies, and actions as described in Table F-2.

Table F-2: Mountain Empire Subregional Plan Conformance

Subregional Plan Policy	Explanation of JVR Energy Park Conformance
Land Use Element General Goal: Provide a land use pattern consistent with the Subregional population forecast.	The Community Buffer Project will not induce substantial population growth in the Mountain Empire Subregion and sufficient land area within the Specific Plan Area will remain to accommodate the projected growth estimated by the Mountain Empire Subregional Plan. The Community Buffer Project is an interim use and will be decommissioned (excepting the switchyard facilities) at the expiration of the Major Use Permit, allowing the land to be used after decommissioning for potential future growth.
Land Use (Policy and Recommendation 2) Create a buffer area of one hundred and fifty (150) feet in width along the international boundary line inclusive of the existing sixty-foot (60') Public Reserve owned by the Federal Government.	The Community Buffer Project's parcels that are adjacent to the International Border all have a D-Designator (Special Area Regulation) that requires coordination with the Department of Homeland Security for development along the International Border. The Department of Homeland Security (DHS) was notified that a portion of the Community Buffer Project will be within the Public Reserve Area, which buffers development from the international border. DHS confirmed that it will not be a significant impact to Border Patrol operations or access to the area.
Energy Conservation Goal: Ensure that the conservation of non-renewal energy resources is pursued in a way that is not detrimental to the rural lifestyle.	The solar facility will contribute to the conservation of non-renewable energy sources through the production of renewable energy. The Community Buffer Project will provide a renewable source of energy that does not emit greenhouse gases in production and assists in meeting state goals for greenhouse gas reduction.
Public Facilities and Services (Policy and Recommendation 4): Uses proposed for the property adjacent to substations or transmission line rights-of-ways should be reviewed for possible impacts to the power facilities and vice versa.	The solar facility has been sited to provide a source of local energy generation as near as possible to the SDG&E transmission infrastructure. The Community Buffer Project will be compatible with existing substations and transmission lines in the nearby area due to its similarity in size and consistency in land use type as renewable energy facilities in the vicinity.

5. Zoning Ordinance Consistency

The proposed Community Buffer Project complies with all applicable requirements of the Zoning Ordinance with the addition of conditions of approval.

Table F-3: Zoning Ordinance Development Regulations

CURRENT ZONING REGULATIONS		CONSISTENT?
Use Regulation:	S88/ S92/ S80/ RR	Yes, upon approval of a Major Use Permit.
Animal Regulation:	A/W	N/A
Density:	-/1.7	N/A
Lot Size:	-/20AC/8AC	N/A
Building Type:	C/L	N/A
Height:	G	Yes, upon approval of a Major Use Permit
Lot Coverage:	-	N/A
Setback:	C/D	Yes
Open Space:	-	N/A
Special Area Regulations:	C/D	Yes, upon approval of a Major Use Permit

Table F-4: Zoning Ordinance Development Regulations Compliance Analysis

Development Standard	Proposed/Provided	Complies?
Section 1350 of the Zoning Ordinance allows Major Impact Services and Utilities to be conditionally permitted in any zone when the public interest supersedes the usual limitations placed on land use and transcends the usual restraints of zoning for reasons of necessary location and community wide interest.	Upon issuance of a Major Use Permit, major impact services and utilities (utilities and public services, such as solar facilities) are permitted uses within any zone.	Yes ☒ No ☐ Upon approval of a MUP
Section 2884 of the Zoning Ordinance states that until a Specific Plan applicable to the property is adopted, Minor Impact Utilities are a permitted use in the area zoned as Specific Planning Area upon issuance of a Minor Use Permit.	The switchyard facilities will not be required to be decommissioned because it is only subject to County Zoning Ordinance Section 2884 which allows for Minor Impact Utility uses within the S88 zone with the approval of a Minor Use Permit. All other uses on the Community Buffer Project site are considered interim and will be subject to the decommissioning plan. After the Switchyard Facilities are constructed, the facilities will be transferred to SDG&E and therefore	Yes ☒ No ☐ Upon approval of a MUP

Development Standard	Proposed/Provided	Complies?
	only subject to California Public Utilities Commission jurisdiction.	
Section 2888(a) of the Zoning Ordinance states that an MUP may be granted for any use pursuant to a bonded agreement in an amount sufficient to ensure the removal of all buildings, structures, and other improvements within a specified amount of time and/or under specified conditions when the decision-making body finds that such agreement will carry out the intent of this Ordinance and is enforceable by the County.	Prior to approval of the Community Buffer Project, a bond must be provided in an amount that is sufficient to ensure that all of the solar panels, battery storage containers, and other related materials could be removed at the end of the 35-year term of the Major Use Permit.	Yes ☒ No ☐ Upon approval of a MUP

6. California Environmental Quality Act (CEQA) Compliance

The Community Buffer Project has been reviewed in compliance with CEQA. An EIR was prepared for the Community Buffer Project and was available for public review from October 8, 2020 through December 7, 2020 (61 days). The EIR determined that impacts to aesthetics and visual resources and impacts to mineral resources will be significant and unavoidable. Ten issue areas had potentially significant impacts that will be mitigated to less than significant (air quality, biological resources, cultural resources, hazards and hazardous materials, hydrology and water quality, geology, noise, paleontological resources, tribal cultural resources, and wildfire).

The Community Buffer Project will implement mitigation measures to reduce impacts to aesthetics and visual resources to the extent feasible. Mitigation measures will include the following: use of non-reflective inverters, energy storage containers, and transmission line; setbacks from residential properties; landscaping; and slatted or screened fencing. Feasible mitigation measures have not been identified that will further reduce the anticipated change to visual character resulting from the Community Buffer Project. The impacts remain significant and unavoidable and a Statement of Overriding Considerations, as directed by CEQA Guidelines Section 15093, has been prepared for this impact.

No feasible mitigation was found to reduce impacts to mineral resources to a less than significant level, as implementation of the Community Buffer Project will result in the permanent loss of availability of a known mineral resource due to loss of area available for mining as a result of the proposed on-site open space easement to mitigate impacts to biological resources. The impacts remain significant and unavoidable and a Statement of Overriding Considerations, as directed by CEQA Guidelines Section 15093, has been prepared for this impact.

A Statement of Overriding Considerations is a document that a decision-making agency must adopt for environmental impacts that cannot be mitigated to a level below significance for a project. A decision-making agency may decide to adopt a Statement of Overriding Considerations for a project

because the agency views that the economic, social, technological, and other benefits resulting from the project outweigh its significant adverse environmental effects and is an overriding consideration warranting approval. All remaining potential impacts have been reduced to less than significant with implementation of mitigation measures, and findings have been prepared according to CEQA Guidelines Section 15091. The CEQA findings can be found in Attachment D and the EIR is on file with PDS as Environmental Review No. PDS2018-ER-18-22-001.

7. Applicable County Regulations

Table F-5: Applicable Regulations

County Regulation Policy	Explanation of Project Conformance
a. Resource Protection Ordinance (RPO)	The construction, operation, and decommissioning of the Community Buffer Project will comply with the County Resource Protection Ordinance. It will follow County requirements regarding monitoring for potential impacts to historic and prehistoric resources and will also mitigate for impacts to biological resources. The Community Buffer Project will follow County requirements regarding monitoring to mitigate for potential impacts to historic and prehistoric resources, consistent with the RPO. Therefore, the Community Buffer Project is consistent with the RPO.
b. County Consolidated Fire Code	The Community Buffer Project's FPP has been reviewed and approved by the County of San Diego Fire Protection District. The project will comply with the County Consolidated Fire Code and will enter into a Fire Protection and Mitigation Agreement to provide fair-share funding for fire protection purposes for the Community Buffer Project.
c. Noise Ordinance	The Community Buffer Project's Noise Report determined it complies with the Noise Ordinance with the incorporation of Community Buffer Project conditions of approval. The Community Buffer Project will produce noise within the acceptable range allowed by the S88 zone during construction and will be unstaffed during operation.
d. Light Pollution Code	The Community Buffer Project will implement outdoor lighting and glare controls which will ensure compliance with the Light Pollution Code. Lighting installed for the Community Buffer Project will be shielded, directed downward, and have bulbs that do not exceed 100 watts. Non-reflective inverters, energy storage containers, and transmission line will be installed to minimize glare and ensure compliance with the Light Pollution Code.
e. Watershed Protection Ordinance (WPO)	The Community Buffer Project's Storm Water Quality Management Plan and Drainage Study have been reviewed and were found to be complete and in compliance with the WPO. The Community Buffer Project will add less than 2 acres of impervious surface area and the overall drainage pattern on site will not be altered.

G. COMMUNITY SPONSOR GROUP (CSG)

On March 16, 2021, the Jacumba Community Sponsor Group (JCSG) recommended denial of the 643-acre project as described in the Draft EIR and made a motion to support an alternative project as detailed in the JCSG Meeting Minutes and described in this section by a vote of 4-0-0-1 (4-Yes, 0-No, 0-Abstain,

1-Vacant/Absent). The group's vote also included a recommendation that the chair provide recommendations for a reduced solar facility development.

On May 18, 2021, JCSG recommended denial of the 623-acre project as (revised project in the Final EIR) by a vote of 5-0-0-0 (5-Yes, 0-No, 0-Abstain, 0-Vacant/Absent). The JCSG identified concerns regarding the proximity of the proposed solar facility to residential properties, the conversion of agricultural land, photovoltaic heat island effect, impacts to visual resources, biological resources, groundwater, glider use of the Jacumba Airport, fire hazards, and socioeconomic impacts. JCSG stated that they would be in support of a solar facility project if it was reduced to 300 acres in size and moved north of Old Highway 80, away from the town of Jacumba Hot Springs and the Jacumba airport. While the JCSG has expressed strong opposition to the project as described in the Draft and Final EIR, they provided recommendations for changes to the proposed solar facility development. However, they indicated that even with the revisions below, they would not be in support due to the scale and proximity to the town.

The following is a list of recommendations for revisions from JCSG:

1. Prohibit the bulk sale and removal of soil from the site during grading.
2. Require the solar facility to utilize environmentally safer and non-flammable (iron flow) batteries regardless of the final size of the solar facility.
3. Require the solar facility to utilize the most efficient solar modules currently available.
4. Require the solar facility to use a dry brush dusting system for solar module cleaning instead of using groundwater for the quarterly panel cleaning.
5. Revise the plot plan to add some clarifying language for future changes, signage, and where biological mitigation is taking place.
6. Prohibit the solar facility's high voltage electrical equipment from being placed in a floodplain.
7. Require the wildlife crossing (fence opening north of SDG&E easement) to be a minimum of 100 feet and to ensure sufficient native plants are maintained for cover.
8. Substantially reduce the solar facility size and move it away from the town. Require at least a 300-foot-wide minimum setback next to residences in Jacumba Hot Springs.
9. Relocate the batteries, inverters, and transformers next to residences 300 feet north because of sound concerns.
10. Relocate a row of batteries, inverters, and transformers south of the runway closer to the border wall.

The following are responses to JCSG's recommendations for revisions:

1. The grading will not result any removal of soil as it will be balanced onsite.
2. The Applicant is currently proposing Lithium-Ion batteries. The Applicant is researching the feasibility for iron flow batteries but cannot agree to this at this time.
3. The Applicant has stated they will be utilizing the most efficient solar modules currently available, including the use of double-sided panels (bifacial).

4. The Applicant will research this request to determine the feasibility of a dry brushing system. .
5. The plot plan meets the County's guidelines and the additional measures have been conditioned in the Form of Decision (Attachment C). The signage will be required to include Spanish.
6. In order to provide protection from flood damage for the structures, all on-site structures located within the floodplain will be elevated above the floodplain and verified by the County of San Diego.
7. The wildlife crossing indicated by the JCSG is referring to an opening in the fence in the northern section of the solar facility development. The consulting biologist determined that the width of the fence opening was sufficient. The fence opening is not intended to serve as the primary wildlife corridor.
8. The County is recommending approval of the Community Buffer Alternative and is therefore providing a 300-foot buffer setback adjacent to the residences in Jacumba Hot Springs.
9. The County is recommending approval of the Community Buffer Alternative and is therefore providing a 300-foot buffer setback north of the residences in Jacumba Hot Springs.
10. The Applicant is researching this request. If feasible, the Applicant will be amenable to this project change.

The JCSG meeting minutes can be found in Attachment G – Public Documentation.

H. PUBLIC INPUT

A total of 153 comment letters were received during the public review period of the Draft EIR from October 8, 2020 to December 7, 2020 (61 days). Comments were received from tribes, state, local, and federal agencies, organizations, and individuals. At the time of application submittal and in accordance with Board Policy I-49, public notices were sent to property owners within a minimum radius of 300 feet of the overall project site until at least 20 different property owners were notified.

On March 21, 2019, a public meeting was held at the Highland Community Center in Jacumba Hot Springs by County staff during the Notice of Preparation public review period for the preparation of the Draft EIR to solicit comments. The Notice of Preparation signifies the beginning of the EIR review and public participation process. At the same time, the County contemplates further agency and public input as the project proceeds through the County's environmental review process. During the community meeting, the community relayed concerns with the size of the solar facility, impacts to property values, community character, biological impacts, and groundwater.

The public comment review period for the Draft EIR started on October 8, 2020. On October 28, 2020, a public meeting was held virtually by County staff. The purpose of the meeting was to provide an overview of the Draft EIR and to provide an opportunity for the public to make comments and ask questions. During the community meeting, the community relayed concerns with the size of the solar facility, community character impacts, property values, impacts to wildlife and habitat, and safety of glider operations at the Jacumba airport.

The primary comments received during the public review period of the Draft EIR concerned impacts to visual resources, biological resources, groundwater, the use of the Jacumba Airport, fire hazards, and

socioeconomic factors. Comments received and responses to these comments can be found in the Draft Final EIR.

As result of comments from community members in Jacumba Hot Springs, the proposed Project in the Draft Final EIR has been revised to increase the setbacks from Old Highway 80 and Jacumba Community Park. Along both the north and south side of Old Highway 80, the Project fence line has been setback further to provide a larger buffer between the highway and the solar facility, as described in Chapter 1 of the Draft Final EIR. In addition, the Community Buffer Alternative has been revised to include these increased setbacks from the highway and the park. None of these project revisions require recirculation pursuant to Section 15088.5 of the CEQA Guidelines because the revisions either reduce project impacts or provide clarifying information.

Report Prepared By:	*Report Approved By:*
Nicholas Koutoufidis, Project Manager	Kathleen A. Flannery, Acting Director
619-323-7905	858-694-2962
Nicholas.Koutoufidis@sdcounty.ca.gov	Kathleen.Flannery@sdcounty.ca.gov

AUTHORIZED REPRESENTATIVE: Kathleen A. Flannery

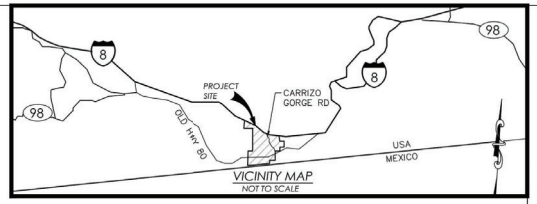
KATHLEEN A. FLANNERY, ACTING DIRECTOR

ATTACHMENTS:
Attachment A – Planning Documentation
Attachment B – Environmental Impact Report
Attachment C – Form of Decision Major Use Permit PDS2018-MUP-18-022
Attachment D – Environmental Documentation
Attachment E – Environmental Findings
Attachment F – Fire Protection and Mitigation Agreement
Attachment G- Public Documentation
Attachment H – Service Availability Forms
Attachment I – Ownership Disclosure

Attachment A – Planning Documentation

Proposed Project in the Final EIR

MAJOR USE PERMIT
FOR
JVR ENERGY PARK
COUNTY OF SAN DIEGO, CA
PDS2018-MUP-18-022



GENERIC ZONING SETBACKS

PER COUNTY OF SAN DIEGO, PLANNING & DEVELOPMENT SERVICES, SETBACKS FOR SOLAR PHOTOVOLTAIC PANELS DOCUMENT; TO BE EVALUATED DURING MUP APPLICATION PROCESS.

FRONT: 3 FT
EXTERIOR SIDE: 3 FT
INTERIOR SIDE: 3 FT
REAR: 3 FT

SURVEY NOTE

COORDINATE SYSTEM: SEE ALTA
DATUM: SEE ALTA
ZONE: SEE ALTA
GEOID: SEE ALTA
VERTICAL DATUM: SEE ALTA
ORIGINATING BENCHMARK: SEE ALTA

BENCHMARK NOTE

ELEVATIONS FOR THIS SURVEY ARE BASED UPON NGS BENCHMARK "M1252" PID DC0157, BEING A VERTICAL CONTROL DISC AS DESCRIBED PER THE NGS DATASHEET.

ELEVATION: 2872.21 FEET
DATUM: NAVD88

BASIS OF BEARINGS NOTE

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM 83, ZONE 6, NAD83, EPOCH 2010.00, AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CORS) "P066" AND "P078" BEING NORTH 89°37'30" WEST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS), AND MEETS ALL THE REQUIREMENTS OF THE CALIFORNIA PUBLIC RESOURCES CODE.

ZONING

EXISTING ZONE	APN
S-80 (MAJOR USE PERMIT REQUIRED)	660-150-07
	660-150-08
	660-150-10
	660-150-16
	660-150-21
	660-140-06
	660-140-08
S-88 (LIMITED USES AFTER ADOPTION OF SPECIFIC PLAN)	REMAINING APN LISTING
RL-40 - RURAL LANDS	661-010-02

ASSESSOR PARCEL NUMBERS

614-110-04	660-150-07	660-150-17	660-020-05	661-010-15
614-100-19	660-150-08	660-150-18	660-030-06	661-010-26
614-100-21	660-150-10	660-150-21	661-060-12	661-010-27
660-170-09	660-150-14	660-140-06	661-060-22	661-010-30
660-150-04	660-150-16	660-140-08	661-010-02	

PROJECT TEAM

DEVELOPER AND PRELIMINARY DESIGN ELECTRICAL ENGINEER
JVR ENERGY PARK, LLC
GEORGE GUNNOE
AKHILA KRISHNAN, P.E.
17901 VON KARMAN AVE, SUITE 1050
IRVINE, CA 92614
(832) 303-2477
(949) 771-2976
GEORGE.GUNNOE@BAYWA-RE.COM
AKHILA.KRISHNAN@BAYWA-RE.COM

CIVIL ENGINEER
DAVID BOSSU, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.
765 THE CITY DRIVE, SUITE 200
ORANGE, CA 92868
(714) 705-1347
DAVID.BOSSU@KIMLEY-HORN.COM

SURVEYOR
MICHAEL KNAPTON, P.L.S., P.E.
KIMLEY-HORN AND ASSOCIATES, INC.
401 B STREET, SUITE 600
SAN DIEGO, CA 92101
(619) 744-0142
MICHAEL.KNAPTON@KIMLEY-HORN.COM

CURRENT LAND OWNERS
JVR ENERGY PARK, LLC
17901 VON KARMAN AVE, SUITE 1050
IRVINE, CA 92614
(949) 388-3915

DAVID M. LANDMAN
HELEN E. LANDMAN
1951 CARRIZO GORGE RD.
JACUMBA, CA 91934
(619) 766-4301

ENVIRONMENTAL
DUDEK
DAVID HOCHART
750 SECOND STREET
ENCINITAS, CA 92024
(760) 415-2864
DHOCHART@DUDEK.COM

GEOTECHNICAL
NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS
NISSA MORTON
5710 RUFFIN ROAD
SAN DIEGO, CA 92123
(858) 576-1000

NOTES

1. GROSS (PROPERTY) AREA: 1,355.84 ACRES
2. MUP BOUNDARY ("DEVELOPED") AREA: 623.02 ACRES
3. FENCED AREA (INCLUDES PROJECT COLLECTOR SUBSTATION AND SWITCHYARD): 547.21± ACRES
4. GENERAL PLAN: PUBLIC AGENCY LANDS, VILLAGE RESIDENTIAL (VR-2), RURAL COMMERCIAL
5. REGIONAL CATEGORY: VILLAGE AND RURAL
6. TOPOGRAPHIC SOURCE: KIMLEY-HORN FIELD SURVEY COMPLETED 8/8/2018 (SEE SURVEY NOTE, LEFT)
7. ASSOCIATED REQUESTS: NONE
8. WATER DISTRICT: JACUMBA COMMUNITY SERVICES DISTRICT
9. FIRE DISTRICT: SAN DIEGO COUNTY FIRE AUTHORITY
10. THE APPROVAL OF THIS MAJOR USE PERMIT (MUP) AUTHORIZES THE FOLLOWING: CONSTRUCTION, OPERATION, AND MAINTENANCE OF A PHOTOVOLTAIC (PV) SOLAR FARM PURSUANT TO SECTION 6952 OF THE SAN DIEGO COUNTY ZONING ORDINANCE.
11. THIS PLAN IS PROVIDED TO ALLOW FOR FULL AND ADEQUATE DISCRETIONARY REVIEW OF A PROPOSED DEVELOPMENT PROJECT. THE PROPERTY OWNER ACKNOWLEDGES THAT ACCEPTANCE OR APPROVAL OF THIS PLAN DOES NOT CONSTITUTE AN APPROVAL TO PERFORM ANY GRADING SHOWN HEREON AND AGREES TO OBTAIN VALID GRADING PERMISSIONS BEFORE COMMENCING SUCH ACTIVITY.
12. ALL SOLAR EQUIPMENT STRUCTURES TO BE CONSTRUCTED OF NON-COMBUSTIBLE MATERIAL (CONCRETE, BLOCK, METAL) OR SIMILAR AND PAINTED EARTH TONE COLORS AS EXPLICITLY REQUIRED BY THE CONDITIONS OF APPROVAL.
13. LIGHTING FOR MAINTENANCE AND SECURITY PURPOSES ONLY. SHIELDED LIGHTING LOCATED AT ENTRANCE GATES AND INVERTER/TRANSFORMER PADS AND SHALL CONFORM TO COUNTY OF SAN DIEGO OUTDOOR LIGHTING REQUIREMENTS.
14. PHASING - PROJECT MAY BE IMPLEMENTED IN SEVERAL PHASES WITHOUT REGARD TO SEQUENCE.
15. ALL DISTURBED AREAS SHALL BE COVERED WITH ORGANIC MULCH OR APPROVED EQUAL TO REDUCE DUST, SEEDED, AND WATERED REGULARLY AND PERMANENTLY DURING CONSTRUCTION.
16. SEE PRELIMINARY GRADING PLANS FOR PROPOSED GRADING.
17. SEE EROSION AND SEDIMENT CONTROL PLANS FOR PRELIMINARY LAYOUT OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, LAYDOWN, STAGING, AND CONSTRUCTION MANAGEMENT AREAS.
18. SITE ACCESS GATE(S) TO BE EQUIPPED WITH FIRE DEPARTMENT APPROVED STROBE LIGHT ACTIVATION AND KNOX KEY OPERATED SWITCH.
19. SOLAR RELATED FACILITIES (PANELS, RACKING, ELECTRICAL CONNECTIONS, INVERTER/TRANSFORMER PADS, SWITCHGEAR, MET STATION, FENCING AND INTERNAL ACCESS, ETC.) SHOWN ON THE PLOT PLAN MAY BE RELOCATED, RECONFIGURED, AND/OR RESIZED WITHIN THE SOLAR FACILITY DEVELOPMENT AREA WITH THE ADMINISTRATIVE APPROVAL OF THE DIRECTOR OF PDS WHEN FOUND IN CONFORMANCE WITH THE INTENT AND CONDITIONS OF PERMIT APPROVAL.
20. INVERTER/TRANSFORMER LOCATIONS CAN BE RELOCATED/RECONFIGURED WITHOUT REQUIREMENT OF MINOR DEVIATION. THE INVERTER/TRANSFORMER MUST COMPLY WITH THE NOISE ORDINANCE AND MUST BE ELEVATED 1' ABOVE FLOOD ELEVATION.
21. THE 20' FIRE ACCESS DRIVE WIDTHS MAY BE REDUCED ADMINISTRATIVELY WITH THE APPROVAL OF THE COUNTY AND FIRE AUTHORITY HAVING JURISDICTION OVER THE PROJECT.
22. A SYSTEM IDENTIFICATION SIGN SHALL BE LOCATED AT ALL DATE ENTRANCES. SIGN SHALL BE 12" X 18" MIN. SIGN SHALL LIST NAME OF SITE AND CONTACT INFORMATION AS PROVIDED BY SDGE.
23. PRIVATE PROPERTY/NO TRESPASSING AND HIGH VOLTAGE SIGNS SHALL BE LOCATED AT ALL GATE ENTRANCES AND EVERY 100' MINIMUM ON FENCE. THE SIGN SHALL BE 10" X 14" MISCELLANEOUS INTERIOR DIRECTIONAL AND SAFETY SIGNAGE AND PERMITTED.
24. LIGHTING ORDINANCE COMPLIANCE: IN ORDER TO COMPLY WITH THE COUNTY LIGHTING ORDINANCE 59.101 ET SEQ. AND ZONING ORDINANCE SECTIONS 6322, 6324, AND 6328, THE ONSITE LIGHTING SHALL COMPLY WITH THE APPROVED PLOT PLAN(S), SPECIFIC PERMIT CONDITIONS AND APPROVED BUILDING PLANS ASSOCIATED WITH THIS PERMIT. ALL LIGHT FIXTURES SHALL BE DESIGNED AND ADJUSTED TO REFLECT LIGHT DOWNWARD, AWAY FROM ANY ROAD OR STREET, AND AWAY FROM ADJOINING PREMISES, AND SHALL OTHERWISE CONFORM TO THE COUNTY LIGHTING ORDINANCE 59.101 ET SEQ. AND ZONING ORDINANCE SECTIONS 6322, AND 6324. THE PROPERTY OWNER AND PERMITTEE SHALL CONFORM TO THE APPROVED PLOT PLAN(S), SPECIFIC PERMIT CONDITIONS, AND APPROVED BUILDING PLANS ASSOCIATED WITH THIS PERMIT AS THEY PERTAIN TO LIGHTING. NO ADDITIONAL LIGHTING IS PERMITTED. IF THE PERMITTEE OR PROPERTY OWNER CHOOSES TO CHANGE THE SITE DESIGN IN ANY WAY, THEY MUST OBTAIN APPROVAL FROM THE COUNTY FOR A MINOR DEVIATION OR A MODIFICATION PURSUANT TO THE COUNTY OF SAN DIEGO ZONING ORDINANCE.
25. METEOROLOGICAL (MET) STATIONS SHALL BE LOCATED ADJACENT TO THE INVERTER/EQUIPMENT PADS AS SHOWN ON THE PLANS.

ABBREVIATIONS

APN	ASSESSOR'S PARCEL NUMBER
CL	CENTERLINE
(E)	EXISTING
EOP	EDGE OF PAVEMENT
MIN	MINIMUM
NTS	NOT TO SCALE
(P)	PROPOSED
PL	PROPERTY LINE
ROW	RIGHT-OF-WAY
TBD	TO BE DETERMINED
TYP	TYPICAL
VAR	VARIES

ON-SITE STRUCTURES	APPROX. FLOOR AREA (SF)
(E) TO REMAIN	0
(E) TO BE REMOVED	47,000
(P) BATTERY STORAGE CONTAINERS	75,124
(P) INVERTER SKID	7,859
(P) SUBSTATION CONTROL BUILDING	527

SITE WORK DESCRIPTION	ACREAGE
FENCED SDGE SWITCHYARD AREA	1.78
SDGE SWITCHYARD AREA BEYOND FENCING	3.01
TOTAL SWITCHYARD EASEMENT AREA	4.80
FENCED SDGE SWITCHYARD AREA	1.79
FENCED PV ARRAY FIELD	544.09
FENCED PROJECT SUBSTATION	0.53
TOTAL FENCED AREA	547.21
LANDSCAPED AREA	5.05
PUBLIC DRIVEWAYS AND ACCESS TO PV ARRAY FIELD ONLY	0.90
UTILITY DRIVEWAYS TO PROJECT SUBSTATION, SDGE SWITCHYARD, AND TOWERS	1.36
GRADING (BEYOND ABOVE)	4.69
ADDITIONAL MUP BOUNDARY AREA	60.31
NET DEVELOPED (TOTAL MUP BOUNDARY)	623.02

BORDER SETBACK DESCRIPTION	ENCROACHMENT ACREAGE
APPROXIMATE ENCROACHMENT OF PROPOSED FENCED SITE AREA INTO 80' COUNTY SETBACK, WHICH BEGINS 60' FROM THE USA-MEXICO BORDER ALONG THE NORTH EDGE OF THE ROOSEVELT PUBLIC RESERVE SETBACK	1.34
APPROXIMATE ENCROACHMENT OF PROPOSED FENCED SITE AREA INTO 60' ROOSEVELT PUBLIC RESERVE SETBACK, WHICH BEGINS AT THE USA-MEXICO BORDER	0

SHEET INDEX

SHEET NUMBER	SHEET TITLE
001	COVER SHEET
002	TITLE REPORT
100	OVERALL PLOT PLAN
101	ENLARGED PLOT PLAN
102	ENLARGED PLOT PLAN
103	ENLARGED PLOT PLAN
104	ENLARGED PLOT PLAN
201	DETAILS
202	DETAILS
203	DETAILS
204	DETAILS
205	DETAILS
300	AVIATION COMPATIBILITY PLAN
301	AVIATION COMPATIBILITY PROFILE
400	BEST MANAGEMENT PRACTICES
500	OVERALL CONCEPTUAL LANDSCAPE PLAN
501	CONCEPTUAL LANDSCAPE ENLARGEMENT A AND SECTIONS
502	CONCEPTUAL LANDSCAPE ENLARGEMENT B AND SECTIONS
503	CONCEPTUAL LANDSCAPE ENLARGEMENT C AND SECTIONS
504	CONCEPTUAL LANDSCAPE ENLARGEMENT D AND SECTIONS

LEGEND

- PROPERTY LINE
- MUP BOUNDARY
- CENTER LINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- PROPOSED SITE FENCE. SEE SHEET 202, DETAIL 1
- PROPOSED LANDSCAPE BUFFER
- PROPOSED ALL WEATHER ACCESS DRIVE
- EXISTING STRUCTURES
- PROPOSED PAVED ACCESS DRIVE. PAVED IMPROVEMENTS SHOULD BE COORDINATED WITH THE ADJACENT LANDOWNER UNLESS EXPLICIT RIGHTS ARE HELD TO MAKE SUCH IMPROVEMENTS. SEE SHEET 201, DETAIL 2
- EXISTING SDG&E TRANSMISSION TOWER. SEE SHEET 202, DETAIL 4
- WELL TO REMAIN
- WELL TO BE DECOMMISSIONED
- PROPOSED WATER TANK
- PROPOSED METEOROLOGICAL STATION. SEE SHEET 203, DETAIL 1
- 30-FT WIDE FUEL MODIFICATION ZONE. NO ELECTRICAL EQUIPMENT PERMITTED
- SUBJECT TO INUNDATION BY THE CALCULATED 100-YEAR FLOOD (ABOVE 6-INCHES IN DEPTH)
- DRAINAGE FEATURES
- 50' DRAINAGE FEATURE BUFFER

BayWa r.e.
renewable energy

BayWa r.e.
Solar Projects LLC
17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

Kimley»Horn

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM

RCE NO. 78103
REGISTERED PROFESSIONAL ENGINEER
DAVID M. BOSSU
CIVIL
STATE OF CALIFORNIA

3 of 39

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
GEORGE GUNNOE
832.303.2477

PROJECT ENGINEER
AKHILA KRISHNAN
949.771.2976

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: 064900001
DRAWN BY: TC
REVIEWED BY: MC
APPROVED BY: DB
CLIENT SIGNATURE:

MAJOR USE PERMIT

COVER SHEET

DRAWING NUMBER: 001
SHEET SIZE: ARCH D - 24" x 36"

LEGAL DESCRIPTION PER TITLE REPORT

P.T.R. NO. 01180–286185

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

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 OF DEEDS, WHICH SAID DEED WAS RE–RECORDED JANUARY 25, 1918 IN 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.

APN: 614–100–20

P.T.R. NO. 01180–286186

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

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 RECORD KNOWN AS ROAD SURVEY NO. 635–66.

APN: 614–100–21, 660–020–06, 661–010–15, 661–010–26

P.T.R. NO. 01180–286187

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

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 CALIFORNA, 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 CONFIRMATION RECORDED NOVEMBER 19, 1965 AS FILE NO. 210946 OF OFFICIAL RECORDS.

APN: 614–110–04

P.T.R. NO. 01180–286190

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

THE NORTHWEST 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, A DISTANCE OF 417.42 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID COUNTY HIGHWAY, A DISTANCE OF 417.42 FEET; THENCE IN A WESTERLY DIRECTION A DISTANCE OF 417.42 FEET, THENCE NORTH, A DISTANCE OF 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.

APN: 660–150–04

P.T.R. NO. 01180–286191

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

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 OF THE WEST LINE 388 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.

APN: 660–150–07, 660–150–08, 660–150–10

P.T.R. NO. 01180–286196

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

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.

APN: 660–150–14, 660–150–17, 660–150–18

P.T.R. NO. 01180–286197

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

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 REORDERED OF SAN DIEGO COUNTY, MARCH 10, 1953.

APN: 660–170–09

P.T.R. NO. 01180–286200

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

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: *SEE SURVEYORS NOTE 15*

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.

PARCEL C:
THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE OF 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, EXCUTRIX AND LORENE M. MAYER & M. GIFFORD AND ARTHUR A. HENDERSON, EXECUTORS OF THE LAST WILL AND TESTAMENT OF SMITH HARRIS ESBURY, 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.

APN: 660–020–05

P.T.R. NO. 01180–286201

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

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–SD8 AS DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED NOVEMBER 19, 1965 AS INSTRUMENT NO. 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 THA" 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.L 635–66.

ALSO EXCEPTING FORM SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER THAT PORTION LYING WITHIN SAID 102 FOOT STRIP OF LAND DESCRIBED IN DEED TC THE COUNTY OF SAND 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 BAHJASHALLAL. 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°57'25" 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 31025'00" 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 3710'03" 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 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 SAND 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 SAND 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 OF THE SOUTHEAST QUARTER THEREOF; THENCE NORTHERLY ALONG THE AST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHERLY BOUNDAR" 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 SAND DIEGO RECORDED MARCH 3, 1967 AS FILE NO. 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.

APO: 661–010–30

P.T.R. NO. 01180–286202

THE LAND REFERED TC HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

PARCEL A:
THE WEST HALF OF TH ENORTHWEST 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.

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.

APN: 661–060–12

P.T.R. NO. 01180–286203

THE LAND REFERED TC HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

LOT A:
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.

LOTB:
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO OFFICIAL PLAT THEREOI.

EXCEPT THAT PORTION OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION I 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 83°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

APN: 661–060–22

P.T.R. NO. 01180–286204

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE SOUTHWEST 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:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 4, THENCE SOUTH 528 FEET THENCE WEST 135 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.

APN: 661–010–02

P.T.R. NO. 1800048049

THE LAND REFERED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO UNINCORPORATED AND DESCRIBED AS FOLLOWS:
PARCEL 1: THE WEST 200 FEET ON 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 ON APRIL 4, 1914.

PARCEL 2:
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 19, 1984 AS FILE NO. 84–144067 OF OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

THE NORTHERLY 1007.50 FEET OF THE WESTERLY 300.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTON 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:
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAND 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 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 ON 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 ¼ 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 ¼ CORNER OF SAID SECTION 8, THENCE NORTH 89°49'03" WEST ALONG THE EAST AND WEST ¼ LINE OF SAID SECTION 8 A DISTANCE OF 1,390.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°10'57" WEST 240.000 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 000 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 ¼ 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:

COMMENCING AT SAID TRUE POINT OF BEGINNING; THENCE NORTH 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 ¼ LINE OF SAID SECTION 8; THENCE SOUTH 89°49'00" EAST 0.000 FEET TO SAID TRUE POINT OF BEGINNING.

APN: 660–140–06, 660–140–08, 660–150–06, 660–150–31

BayWa r.e.
renewable energy

BayWa r.e.
Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

Kimley»Horn

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY–HORN.COM

LICENSED LAND SURVEYOR
MICHAEL J. KNAPTON
No. 8012
OF CALIFORNIA

3 of 40

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
LICHEN CHANCE
858.300.0677

PROJECT ENGINEER
ARUN A KRISHNAN
949.971.0916

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER	[illegible]
DRAWN BY	[illegible]
REVIEWED BY	[illegible]
APPROVED BY	[illegible]

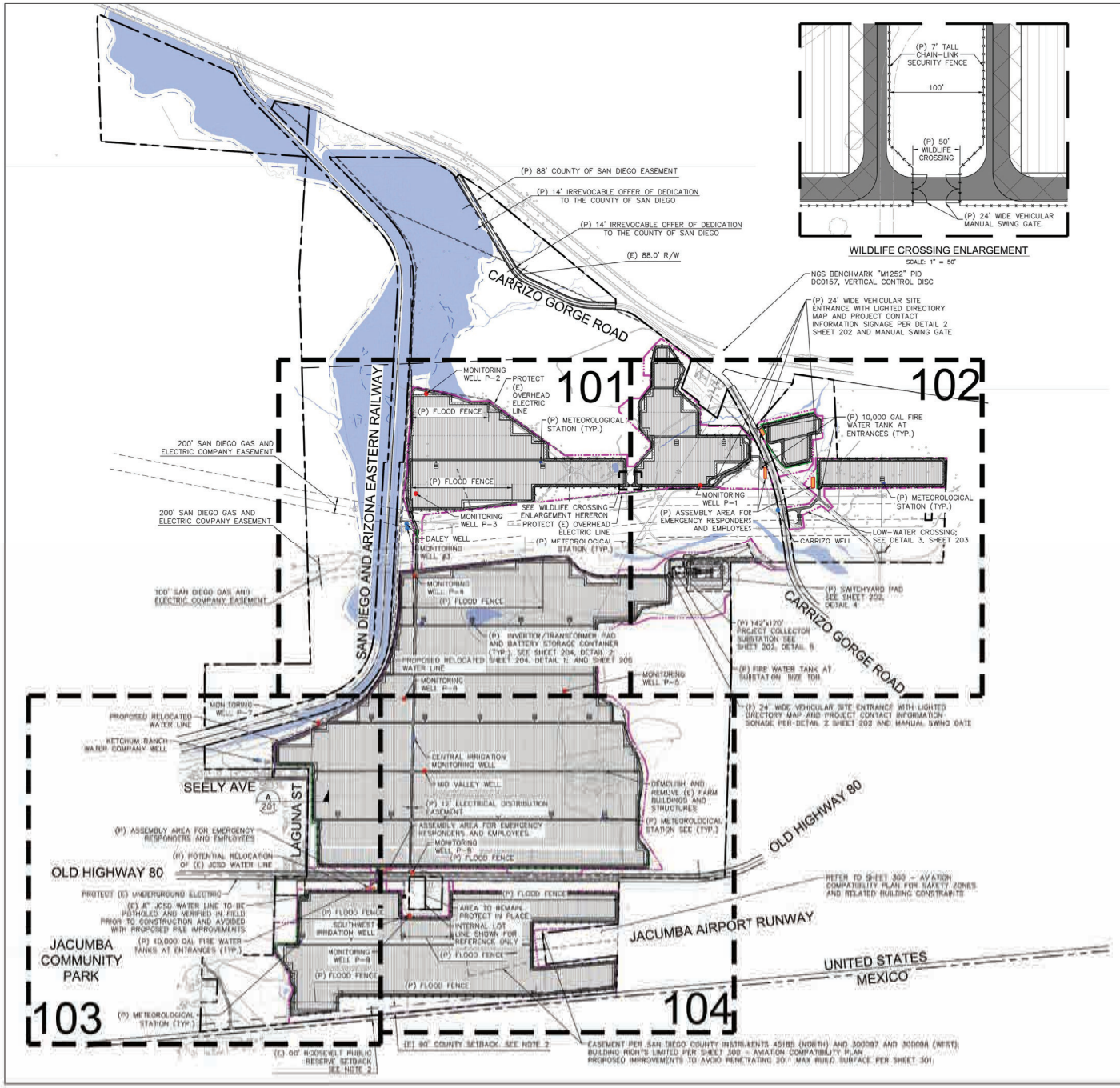
CLIENT SIGNATURE

MAJOR USE PERMIT

TITLE REPORT

DRAWING NUMBER 002

SHEET SIZE: ARCH D - 24" x 36"



WILDLIFE CROSSING ENLARGEMENT
SCALE: 1" = 50'

LEGEND

- PROPERTY LINE
- MUP BOUNDARY
- CENTER LINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- PROPOSED SITE FENCE. SEE SHEET 202, DETAIL 1
- PROPOSED LANDSCAPE BUFFER AND SLATTED OR SCREENED FENCING
- PROPOSED ALL WEATHER ACCESS DRIVE. SEE SHEET 201, DETAILS 1 AND 6
- EXISTING STRUCTURES
- PROPOSED PAVED ACCESS DRIVE. PAVED IMPROVEMENTS SHOULD BE COORDINATED WITH THE ADJACENT LANDOWNER UNLESS EXPLICIT RIGHTS ARE HELD TO MAKE SUCH IMPROVEMENTS. SEE SHEET 201, DETAIL 2 AND 4
- EXISTING SDG&E TRANSMISSION TOWER. SEE SHEET 202, DETAIL 6
- WELL TO REMAIN
- WELL TO BE DECOMMISSIONED
- PROPOSED WATER TANK
- PROPOSED METEOROLOGICAL STATION. SEE SHEET 203, DETAIL 1
- 30-FT WIDE FUEL MODIFICATION ZONE NO ELECTRICAL EQUIPMENT PERMITTED
- SUBJECT TO INUNDATION BY THE CALCULATED 100-YEAR FLOOD (ABOVE 6-INCH DEPTH)
- DRAINAGE FEATURES
- 50' DRAINAGE FEATURE BUFFER

NOTES

1. SURVEY INFORMATION PREPARED BY KIMLEY-HORN AND ASSOCIATES DATED AUGUST 2018; PENDING ALTA COMPLETION.
2. SETBACKS
   a. 60' "ROOSEVELT" PUBLIC RESERVE SETBACK PER "COUNTY OF SAN DIEGO, CALIFORNIA BOARD OF SUPERVISORS POLICY NUMBER I-111"
      A.1. =1.3± ACRES OF ENCROACHMENT INTO 90'-WIDE SD COUNTY SETBACK =10.10% OF GROSS (PROPERTY) AREA; =0.25% OF FENCED AREA
   b. 90' COUNTY SETBACK PER "COUNTY OF SAN DIEGO, CALIFORNIA BOARD OF SUPERVISORS POLICY NUMBER I-111"
   c. FRONT, REAR, AND SIDE BUILDING COUNTY SETBACKS PER SAN DIEGO COUNTY "SETBACKS FOR SOLAR PHOTOVOLTAIC PANELS" DATED 01/10/18. REQUIRES A MINIMUM 3' SETBACK FROM PROPERTY LINE TO GROUND-MOUNTED PV SOLAR ARRAYS.
3. BIOLOGICAL RESOURCE DELINEATION PROVIDED BY DUDEK ENVIRONMENTAL ON AUGUST 30TH 2018.
4. 15'-WIDE PROPOSED LANDSCAPE BUFFER, REFER TO CONCEPTUAL LANDSCAPE PLANS, SHEETS 500-504.
5. RUNWAY SAFETY ZONES DELINEATED PER 300 = AVIATION COMPATIBILITY PLAN. SEE SHEET 300.
6. ELECTRICAL LAYOUT SHOWN AS PROVIDED BY BAYWA R.E. SOLAR PROJECTS, LLC DATED OCTOBER 09, 2018.
7. ALL PROPOSED ACCESS DRIVES SHALL BE CONSTRUCTED PER DETAIL 2 ON SHEET 201, UNLESS OTHERWISE NOTED ON PLANS.

BayWa r.e. renewable energy

BayWa r.e. Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

Kimley»Horn

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM

RCE NO. 78103
REGISTERED PROFESSIONAL ENGINEER
DAVID W. MOSS
STATE OF CALIFORNIA
CIVIL

3 + 41

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
DECKER CHIPPOE
858.300.0477

PROJECT ENGINEER
AKHILA KRISHNAN
949.271.2974

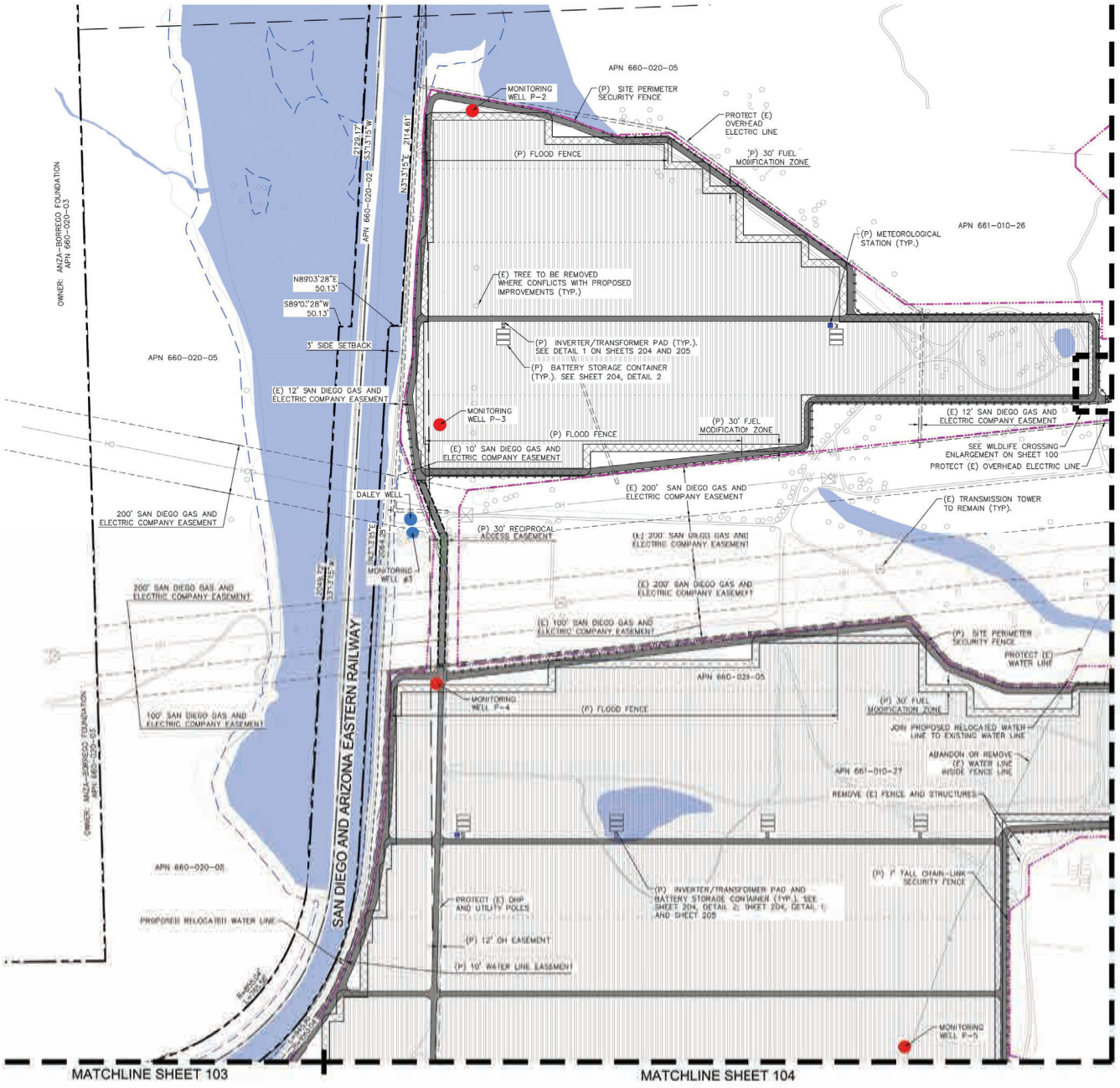
NO.	ISSUE	DATE
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2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: KHA 194063001
DRAWN BY: TC
REVIEWED BY: WC
APPROVED BY: DB
CLIENT SIGNATURE:

MAJOR USE PERMIT

OVERALL PLOT PLAN

DRAWING NUMBER: 100
SHEET SIZE: ARCH D - 24" x 36"

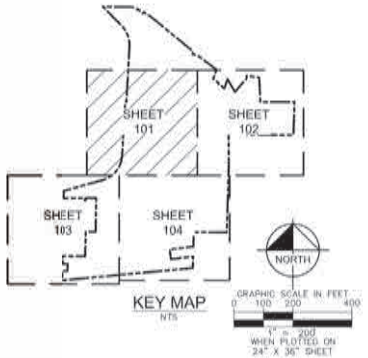


LEGEND

- PROPERTY LINE
- MUP BOUNDARY
- CENTER LINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- PROPOSED SITE FENCE. SEE SHEET 202, DETAIL 1
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- PROPOSED METEOROLOGICAL STATION. SEE SHEET 203, DETAIL 1
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- DRAINAGE FEATURES
- 50' DRAINAGE FEATURE BUFFER

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KEY MAP
NTS

BayWa r.e.
renewable energy

BayWa r.e.
Solar Projects LLC

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RCE NO. 78103

3 + 42

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
DECKER DUPREE
832.303.0417

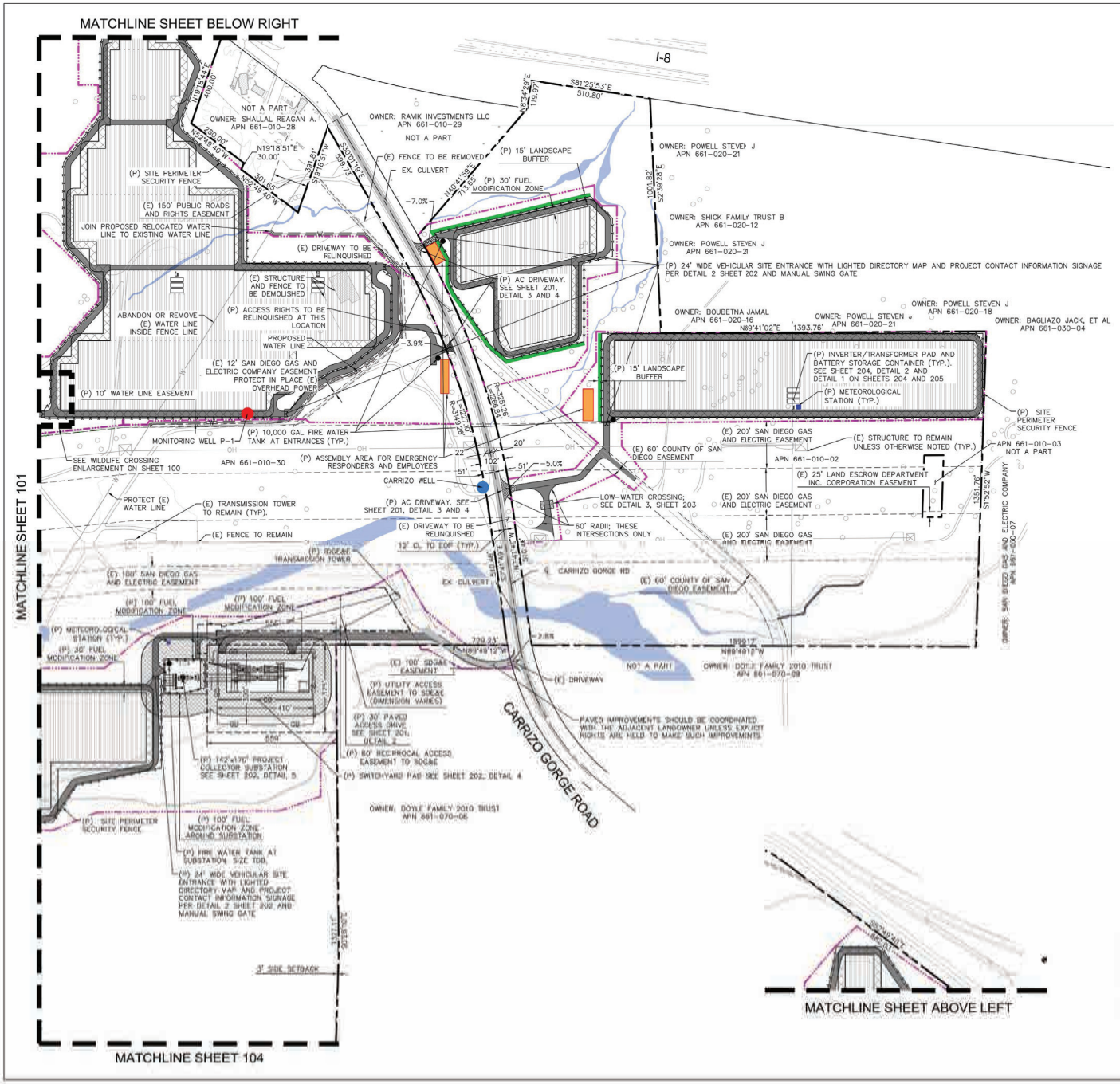
PROJECT ENGINEER
AKHIL A KRISHNAN
949.771.2974

PROJECT NUMBER	KHA 194060001
DRAWN BY	TC
REVIEWED BY	RC
APPROVED BY	DB
CLIENT SIGNATURE	

MAJOR USE PERMIT

ENLARGED PLOT PLAN

DRAWING NUMBER 101
SHEET SIZE: ARCH D - 24" x 36"



LEGEND

- PROPERTY LINE
- MUP BOUNDARY
- CENTER LINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- PROPOSED SITE FENCE. SEE SHEET 202, DETAIL 1
- PROPOSED LANDSCAPE BUFFER AND SLATTED OR SCREENED FENCING
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- DRAINAGE FEATURES
- 50' DRAINAGE FEATURE BUFFER

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KEY MAP
NTS

GRAPHIC SCALE IN FEET
0 100 200 400
1" = 200'
WHEN PLOTTED ON 24" X 36" SHEET

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REGISTERED PROFESSIONAL ENGINEER
RCE NO. 78103
CIVIL
STATE OF CALIFORNIA

3 + 43

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
DECKER CHIPPOE
858.300.0477

PROJECT ENGINEER
AKHILA KRISHNAN
949.271.2974

NO.	ISSUE	DATE
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4	MUP - 4TH SUBMITTAL	04/06/2021

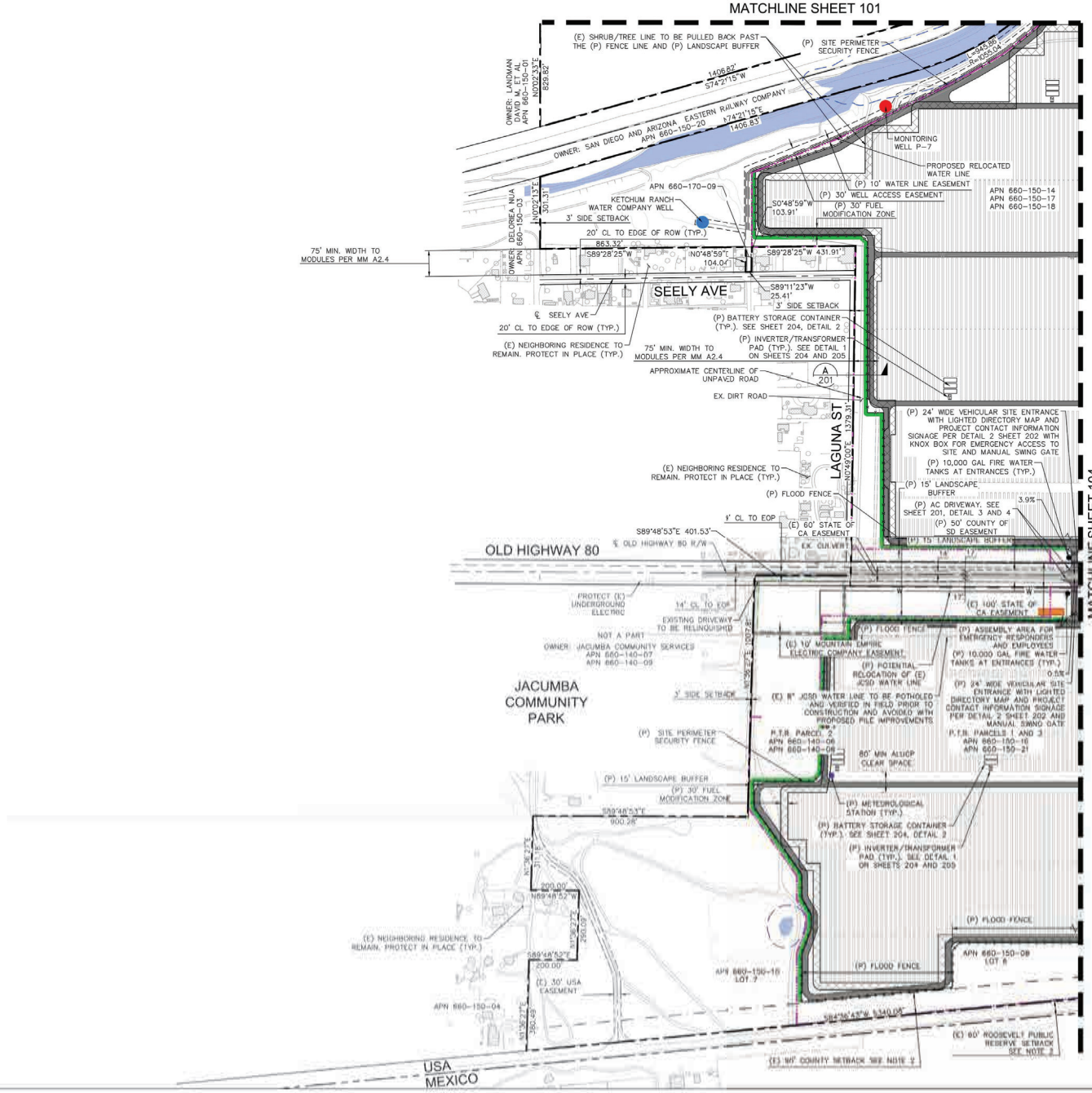
PROJECT NUMBER	KHA 194083001
DRAWN BY	TC
REVIEWED BY	RC
APPROVED BY	DB
CLIENT SIGNATURE	

MAJOR USE PERMIT

ENLARGED PLOT PLAN

DRAWING NUMBER 102

SHEET SIZE: ARCH D - 24" x 36"

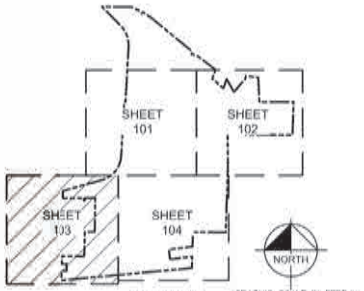


LEGEND

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- EXISTING OVERHEAD ELECTRIC
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1" = 200'
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RCE NO. 78103

3 + 44

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
DECKER CHIPPER
858.300.0417

PROJECT ENGINEER
AKHILA KRISHNAN
949.771.2974

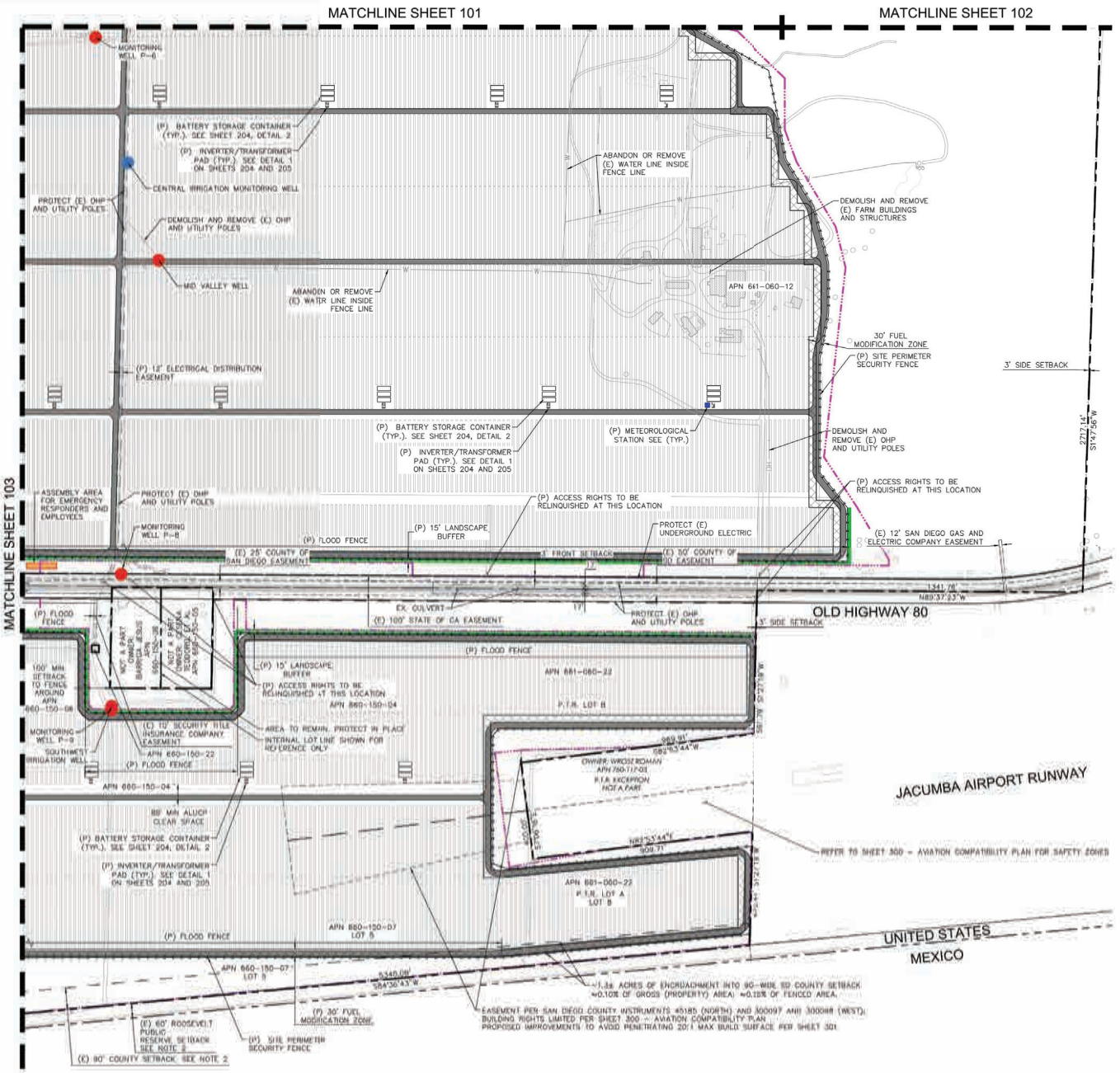
NO.	ISSUE	DATE
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2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: KHA 194083001
DRAWN BY: TC
REVIEWED BY: WC
APPROVED BY: DB
CLIENT SIGNATURE:

MAJOR USE PERMIT

ENLARGED PLOT PLAN

DRAWING NUMBER: 103
SHEET SIZE: ARCH D - 24" x 36"

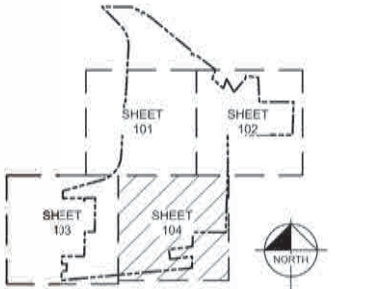


LEGEND

- PROPERTY LINE
- MUP BOUNDARY
- CENTER LINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
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KEY MAP
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1" = 200'
WHEN PLOTTED ON 24" X 36" SHEET

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RCE NO. 78103
CIVIL
STATE OF CALIFORNIA

3+45

SITE INFORMATION
ENERGY PARK

PROJECT MANAGER
DECKER CHIPPICK
858.300.0477

PROJECT ENGINEER
AKHILA KRISHNAN
949.271.2974

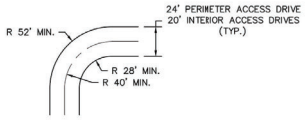
NO.	ISSUE	DATE
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3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: KHA 196083001
DRAWN BY: TC
REVIEWED BY: WC
APPROVED BY: DB
CLIENT SIGNATURE:

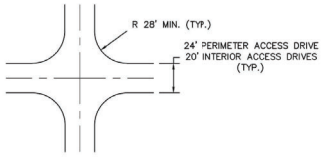
MAJOR USE PERMIT

ENLARGED PLOT PLAN

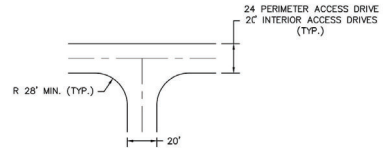
DRAWING NUMBER: 104
SHEET SIZE: ARCH D - 24" x 36"



TYPICAL SITE ACCESS DRIVE 90° TURN
N.T.S.

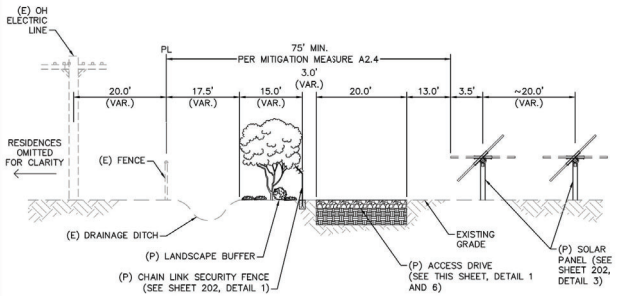


TYPICAL SITE ACCESS DRIVE 4-WAY INTERSECTION
N.T.S.

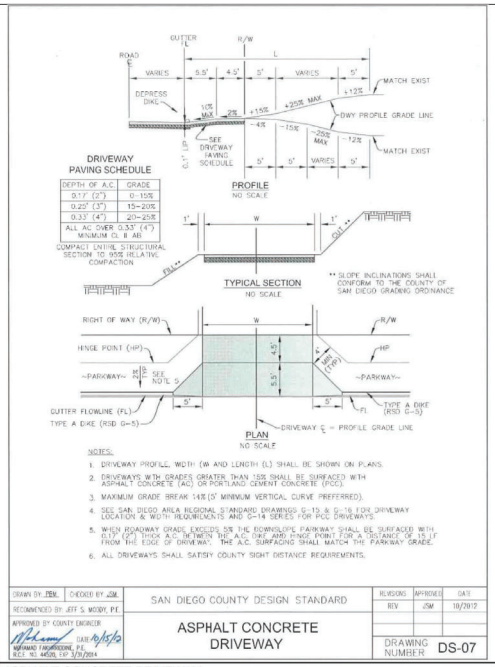


TYPICAL SITE ACCESS DRIVE "T" - INTERSECTION
N.T.S.

6 ONSITE ACCESS DRIVE INTERSECTIONS SCALE: NTS

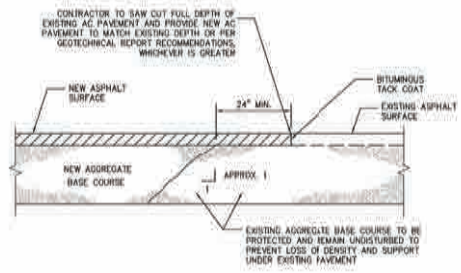


5 CROSS SECTION "A" SCALE: NTS



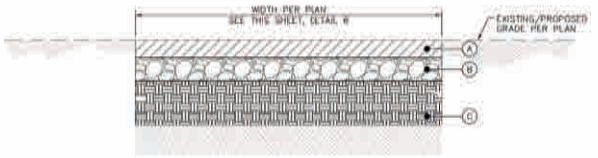
DRAWN BY: PBK	CHECKED BY: JSM	SAN DIEGO COUNTY DESIGN STANDARD	REVISIONS	APPROVED	DATE
RECOMMENDED BY: JEFF S. MOODY, P.E.			REV	JSM	10/2012
APPROVED BY COUNTY ENGINEER: ASPHALT CONCRETE DRIVEWAY	DATE 10/15/12	ASPHALT CONCRETE DRIVEWAY			
			DRAWING NUMBER	DS-07	

4 ASPHALT CONCRETE DRIVEWAY SCALE: NTS



NOTE:
1. ALL IMPROVEMENTS SHOULD ADHERE TO THE GETOTECHNICAL CONSULTANT'S RECOMMENDATIONS.

3 SAWCUT AND JOIN SCALE: NTS



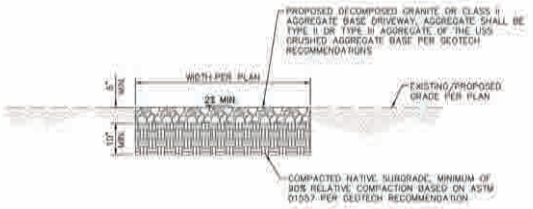
(A) ASPHALT SURFACE COURSE PER GEOTECHNICAL RECOMMENDATIONS

(B) AGGREGATE BASE COURSE STONE AND COMPACTED TO AT LEAST 100% OF MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR COMPACTION TEST (ASTM D1557), PER GEOTECHNICAL RECOMMENDATIONS

(C) NATIVE SUBGRADE TO BE COMPACTED TO 95% OF ITS MODIFIED MAXIMUM DENSITY TEST (ASTM D1557). REFER TO GEOTECHNICAL RECOMMENDATIONS FOR ACCESS ROAD REMEDIATION REQUIREMENTS

NOTE:
1. PAVEMENT SECTION PER FUTURE PROJECT GEOTECHNICAL RECOMMENDATIONS
2. ALL IMPROVEMENTS SHOULD ADHERE TO THE FUTURE PROJECT GEOTECHNICAL CONSULTANTS RECOMMENDATIONS.
3. ASPHALT ROAD SHALL NOT EXCEED 15% LONGITUDINAL SLOPE UNLESS APPROVED BY FIRE CODE OFFICIAL. STEEPER SLOPES UP TO 20% MAY REQUIRE BRUSHED CONCRETE PAVING

2 AC PAVEMENT SECTION SCALE: NTS



NOTES:
1. EXISTING VEGETATION AND OTHER DELETERIOUS MATERIAL SHOULD BE STRIPPED AND REMOVED FROM PROPOSED DRIVEWAYS. EXPOSED SURFACES SHOULD BE FREE OF MOUNDS AND DEPRESSIONS WHICH COULD PREVENT UNIFORM COMPACTION.
2. AGGREGATE BASE SHOULD NOT BE PLACED WHEN THE SUBGRADE MATERIALS ARE WET OR FROZEN.
3. SCARIFICATION, MOISTURE CONDITIONING AND COMPACTION OF THE SUBGRADE SOILS ARE NOT REQUIRED IF ROCK OR CEMENTED MATERIALS ARE ENCOUNTERED AT THE SUBGRADE ELEVATION.
4. ALL IMPROVEMENTS SHOULD ADHERE TO THE GEOTECHNICAL CONSULTANTS RECOMMENDATIONS.
5. ROAD SHALL SUPPORT FIRE APPARATUS IMPOSED BEARING LOADS OF AT LEAST 75,000 LBS.
6. UNPAVED ROAD SHALL NOT EXCEED 18% LONGITUDINAL SLOPE UNLESS APPROVED BY FIRE CODE OFFICIAL. STEEPER SLOPES MAY REQUIRE PAVING

1 AGGREGATE DRIVEWAY BASE SCALE: NTS

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Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

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PHONE: 714.939.1030 FAX: 714.938.9488
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3 + 46

SITE INFORMATION
[VE ENERGY FARM]

PROJECT MANAGER
[NICHOLAS CHIRICO]
[858.300.0677]

PROJECT ENGINEER
[ARIN A. KRIKORIAN]
[949.971.2978]

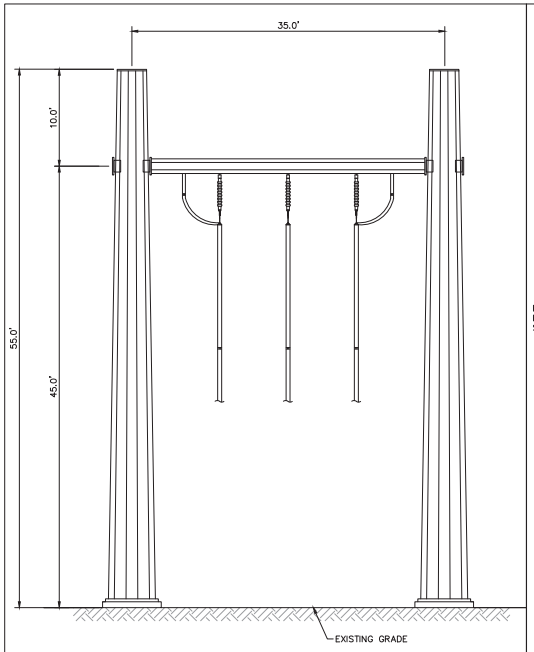
NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: [KHA 019089001]
DRAWN BY: [EL]
REVIEWED BY: [MC]
APPROVED BY: [DR]
CLIENT SIGNATURE:

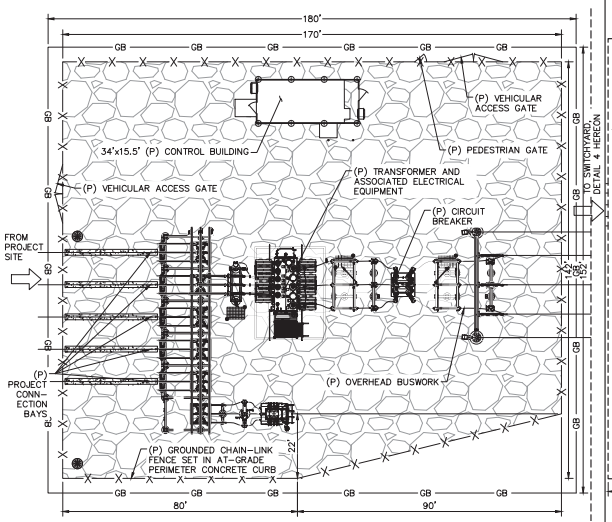
MAJOR USE PERMIT

DETAILS

DRAWING NUMBER: 201
SHEET SIZE: ARCH D - 24" x 36"



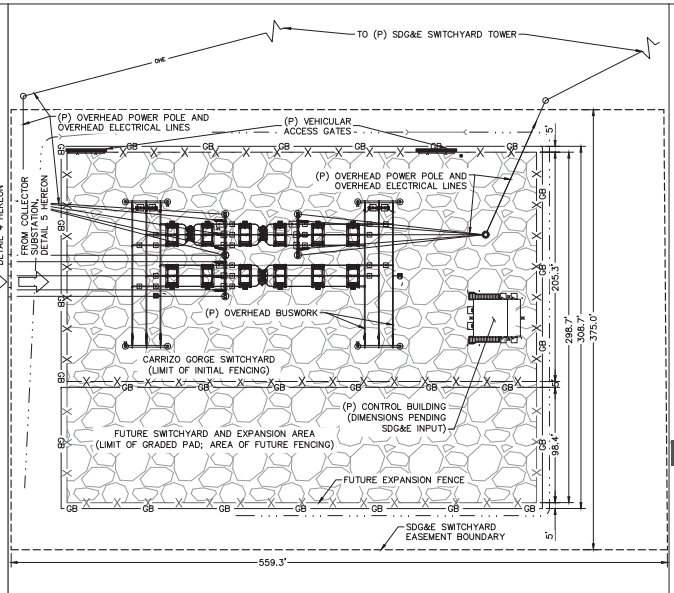
6 EXISTING TRANSMISSION TOWER SCALE: NTS



NOTE:

1. SUBSTATION PAD GRADING AND SURFACING TO BE FURTHER DETAILED DURING FINAL DESIGN.

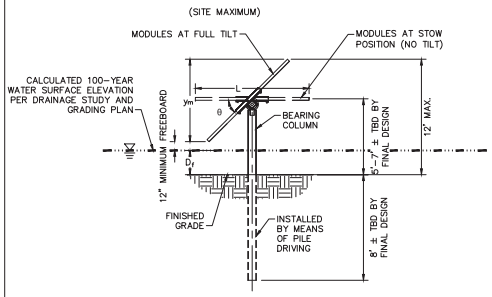
5 COLLECTOR SUBSTATION (SCHEMATIC) SCALE: NTS



NOTE:

1. SWITCHYARD PAD GRADING AND SURFACING TO BE FURTHER DETAILED DURING FINAL DESIGN.
2. SUBSTATION EQUIPMENT LAYOUT PENDING INPUT FROM SDG&E.

4 SWITCHYARD (SCHEMATIC) SCALE: NTS



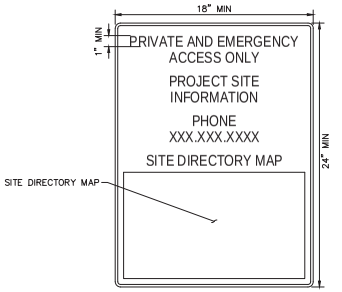
PROJECT SPECIFICATIONS:

D_f	≈ 5.0'MAX	BASE FLOOD DEPTH PER DRAINAGE REPORT FIGURE 8
FB	= 1.0'	FREEBOARD FOR ELECTRICAL EQUIPMENT (INCLUDING MODULES)
L	≈ 7.5'	MODULE LENGTH
θ	= 52°	TRACKER ROTATION ANGLE AT FULL-TILT
y_m	≈ 5.9'	MODULE HEIGHT AT FULL-TILT (L SINθ)

NOTE:

1. PILE PROJECTIONS ARE SUBJECT TO CHANGE DURING FINAL DESIGN.
2. PROPOSED PROJECT WILL UTILIZE SINGLE AXIS TRACKER (SAT) RACKING SIMILAR TO THAT SHOWN HEREON
3. PILE HEIGHTS NOTED IN TABLE ARE MINIMUMS FOR FLOOD DEPTH AND ARE SUBJECT TO CHANGE DURING FINAL DESIGN
4. PILE HEIGHTS MUST ALSO FLUCTUATE TO ACCOMMODATE GROUND UNDULATIONS UNDERNEATH TRACKER WHILE HOLDING THE TORQUE TUBE AT A CONSISTENT SLOPE; THIS COULD RESULT IN PILE HEIGHTS GREATER THAN THE MINIMUM PER FLOOD DEPTHS ALONE AT A GIVEN PILE LOCATION BUT WILL NOT EXCEED THE SITE MAXIMUM HEIGHT OF 12-FEET NOTED HEREON BASED ON PRELIMINARY DRAINAGE ANALYSIS.

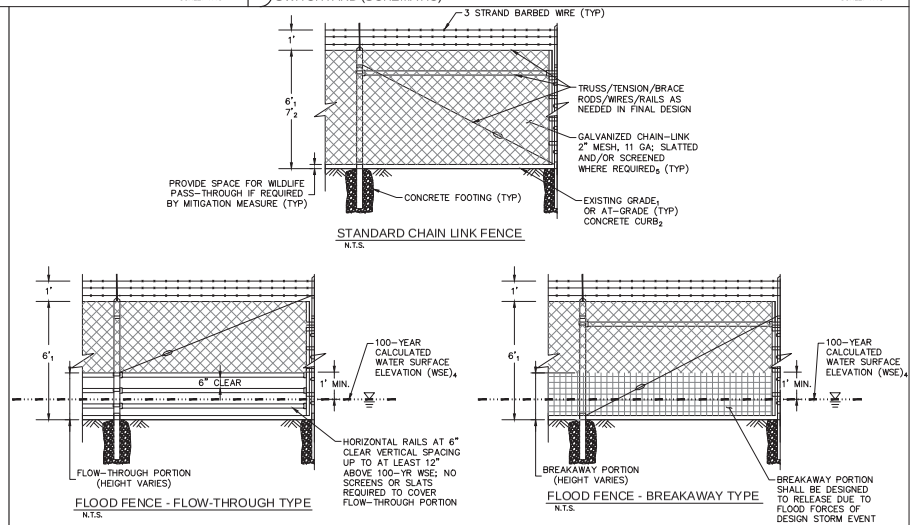
3 TRACKER AND SUPPORT PILE PROFILE SCALE: NTS



NOTES:

1. TO BE PLACED AT ALL VEHICULAR ENTRANCE GATES TO THE SITE
2. SIGN BACKING TO BE REFLECTIVE SHEETING, ASTM TYPE I REFLECTIVE SHEETING ALSO KNOWN AS ENGINEER GRADE SCOTCHLITE OR BETTER
3. MINIMUM TEXT HEIGHT TO BE 1"
4. SIGN TO BE ILLUMINATED TOP DOWN; LIGHTING PLAN PENDING FINAL DESIGN. LIGHTING WILL BE ACTIVATED BY MOTION SENSOR AND WILL MEET ZONE A LIGHTING REQUIREMENTS OF THE LIGHTING POLLUTION PREVENTION ORDINANCE.

2 FENCE MOUNTED PROJECT SIGNAGE SCALE: NTS



NOTES:

1. APPLIES TO PV ARRAY FIELD PERIMETER FENCE ONLY.
2. APPLIES TO THE COLLECTOR SUBSTATION PERIMETER FENCE ONLY AND IS A PRELIMINARY ESTIMATE SUBJECT TO CHANGE IN FINAL DESIGN.
3. A KNOX BOX SHALL BE PROVIDED AT ALL VEHICULAR ACCESS GATES.
4. PROVIDE FLOOD FENCING AT LOCATIONS NOTED ON PLAN SHEETS 100-104; USE BREAKAWAY, FLOW-THROUGH, OR APPROVED EQUAL
   4.1. BREAKAWAY TYPE SHOULD BE USED ALONG OLD HWY 80, BUT FLOW-THROUGH TYPE MAY BE USED IF DEPTHS ARE 12" OR LESS AND ITS USE IS WARRANTED BY HYDROLOGIC ANALYSIS
   4.2. FLOW-THROUGH TYPE SHALL NOT BE USED WHERE BOTH (A) SCREENING/SLATTING/LANDSCAPING ARE REQUIRED TO MITIGATE VISUAL IMPACTS AND (B) FLOOD DEPTHS EXCEED 12"
   4.3. 100-YEAR FLOOD DEPTH VARIES – SEE PRELIMINARY DRAINAGE STUDY FIGURE 8; DEPTHS SUBJECT TO CHANGE DURING FINAL DESIGN AND DRAINAGE STUDY
5. TAN OR NEUTRAL-TONE SLATS OR SCREENS SHALL BE PROVIDED ON FENCING WHERE LANDSCAPE BUFFERS ARE PROPOSED ON SHEET 500, SUMMARIZED AS FOLLOWS:
   A. ALONG NORTH AND SOUTH SIDES OF OLD HIGHWAY 80
   B. ON WEST END OF FACILITY FACING JACUMBA HOT SPRINGS COMMUNITY AND PARK
   C. EAST OF CARRIZO GORGE ROAD FACING ROAD

1 CHAIN LINK SECURITY FENCE SCALE: NTS

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Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM



3 + 47

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
GEORGE GUNNOE
832.303.2477

PROJECT ENGINEER
AKHILA KRISHNAN
949.771.2976

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
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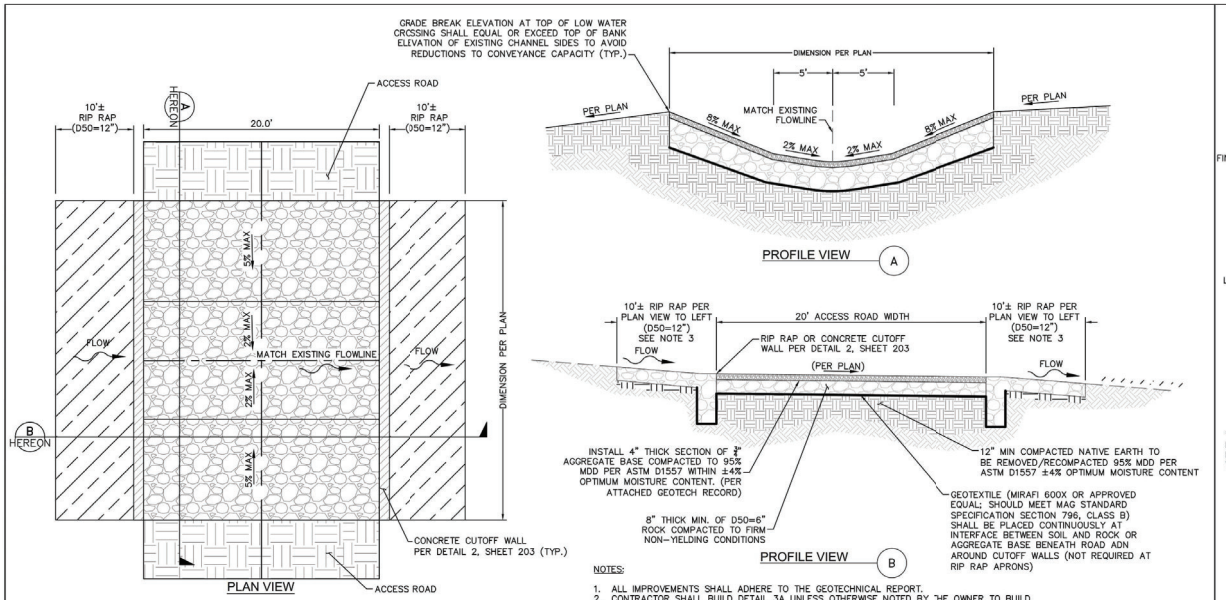
PROJECT NUMBER	KHA - 194083001
DRAWN BY	TC
REVIEWED BY	WC
APPROVED BY	DB
CLIENT SIGNATURE	

MAJOR USE PERMIT

DETAILS

DRAWING NUMBER 202

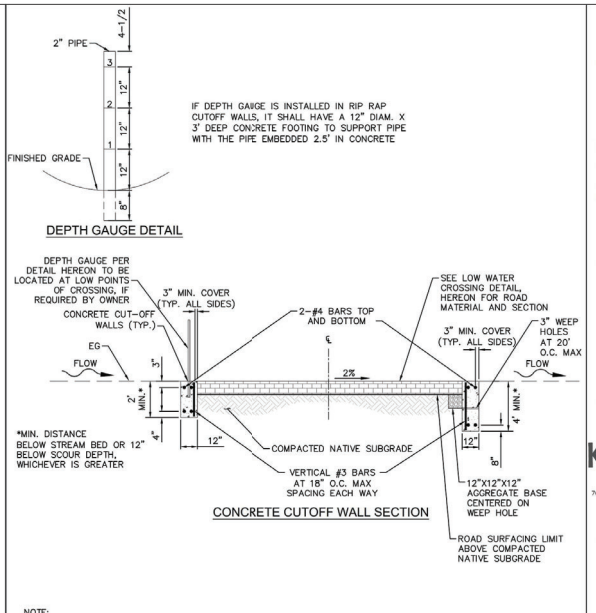
SHEET SIZE: ARCH D - 24" x 36"



NOTES:

1. ALL IMPROVEMENTS SHALL ADHERE TO THE GEOTECHNICAL REPORT.
2. CONTRACTOR SHALL BUILD DETAIL 3A UNLESS OTHERWISE NOTED BY THE OWNER TO BUILD DETAIL 3B.
3. IF CONCRETE CUTOFF WALLS ARE USED, RIP RAP APRON MAY BE REDUCED FROM 10' WIDTH TO 3' WIDTH ON BOTH SIDES OF ROAD.
4. FINAL SIZE AND IMPROVEMENTS TO DETERMINE IN FINAL DESIGN APPLICATION FOR GRADING PERMIT

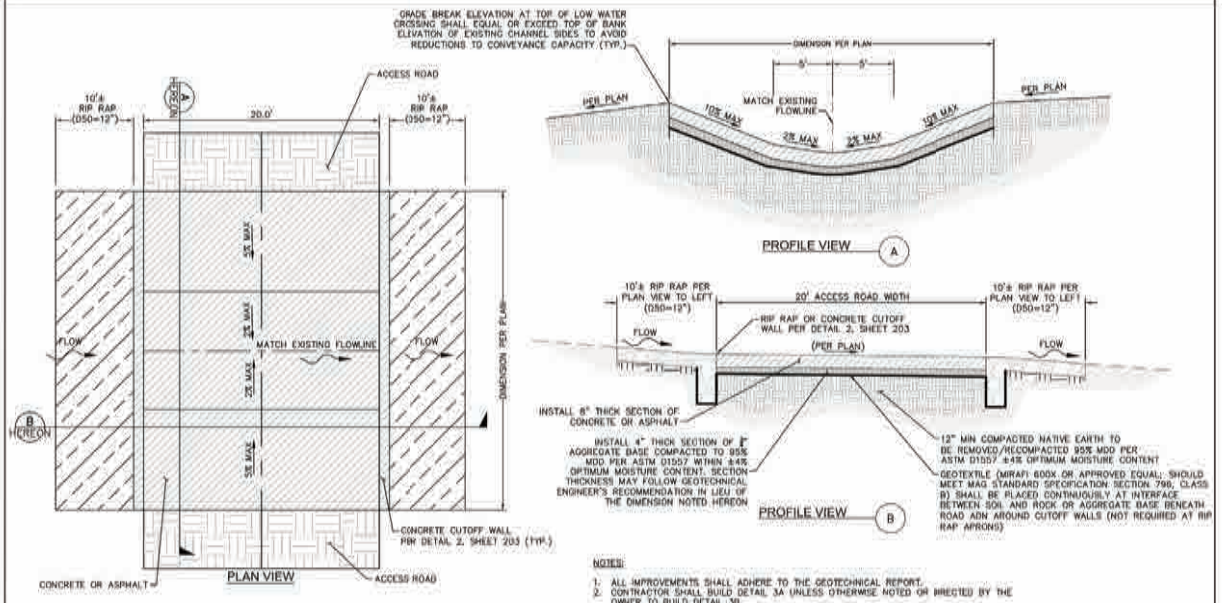
3A AGGREGATE BASE LOW WATER CROSSING DETAIL — SCALE: NTS



NOTE:

1. SEE DETAILS 3A AND 3B, HEREON, FOR THE APPLICABLE LOCATION OF THIS DETAIL.

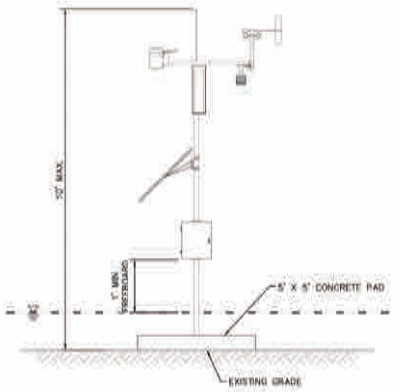
2 CONCRETE CUT-OFF WALL DETAIL — SCALE: NTS



NOTES:

1. ALL IMPROVEMENTS SHALL ADHERE TO THE GEOTECHNICAL REPORT.
2. CONTRACTOR SHALL BUILD DETAIL 3A UNLESS OTHERWISE NOTED OR DIRECTED BY THE OWNER TO BUILD DETAIL 3B.
3. IF CONCRETE CUTOFF WALLS ARE USED, RIP RAP APRON MAY BE REDUCED FROM 10' WIDTH TO 3' WIDTH ON BOTH SIDES OF ROAD.
4. FINAL SIZE AND IMPROVEMENTS TO DETERMINE IN FINAL DESIGN APPLICATION FOR GRADING PERMIT

3B PAVED LOW WATER CROSSING DETAIL — SCALE: NTS



1 METEOROLOGICAL STATION — SCALE: NTS

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17901 Von Karman Ave, Suite 1050
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PHONE: 714.939.1030 FAX: 714.938.9488
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RCE NO. 78103

3 of 48

SITE INFORMATION
[VR ENERGY FARM]

PROJECT MANAGER
[NICHOLAS GIBBONS]
[858.300.0677]

PROJECT ENGINEER
[ARNIE A. KRISHNAN]
[949.777.0978]

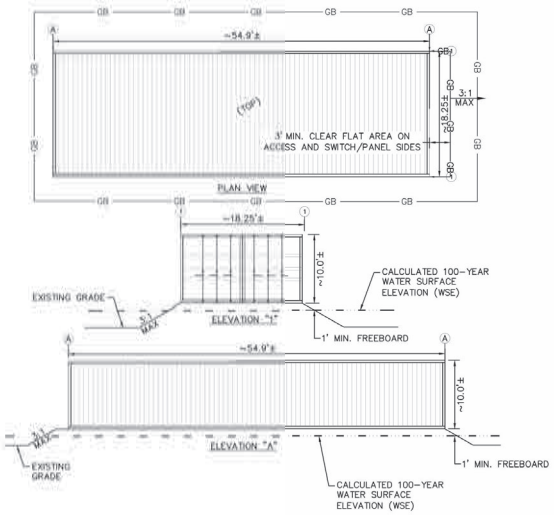
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2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: [KHA 019089001]
DRAWN BY: [IL]
REVIEWED BY: [MC]
APPROVED BY: [GB]
CLIENT SIGNATURE:

MAJOR USE PERMIT

DETAILS

DRAWING NUMBER: 203
SHEET SIZE: ARCH D - 24" x 36"

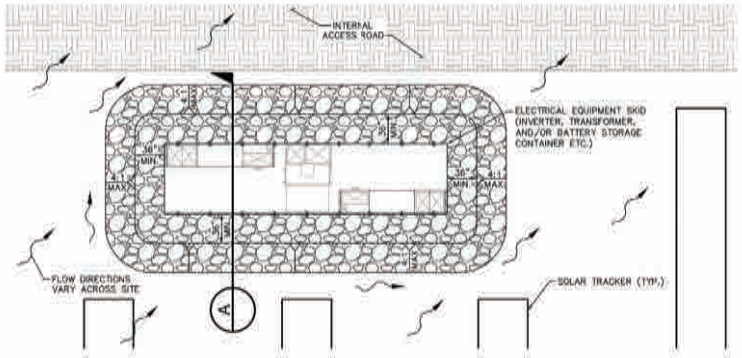


NOTE:

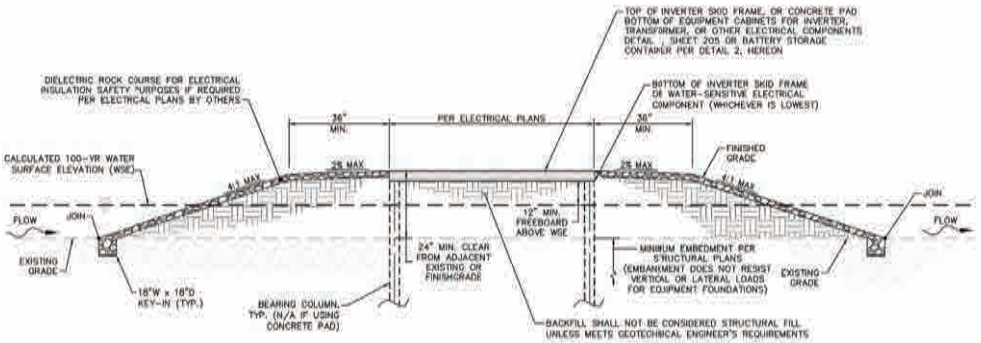
1. STORAGE CONTAINERS TO BE MADE OF CORRUGATED STEEL. COLOR TO BE EARTH-TONE.
2. SEE DETAIL 1 BELOW FOR MORE INFORMATION ON EARTHN EMBANKMENT USED TO ELEVATE CONTAINER.

2 BATTERY STORAGE CONTAINERS

SCALE: NTS



PLAN VIEW



SECTION "A"

NOTES:

1. EXISTING AND PROPOSED GRADE CONTOURS ARE OMITTED FROM DETAIL FOR CLARITY; CONTRACTOR TO BUILD PER THIS DETAIL AND PER GRADES SHOWN ON PLAN AND AVOID GRADING BENEATH ADJACENT PROPOSED TRACKERS.
2. DETAIL ABOVE IS FOR ILLUSTRATIVE PURPOSES; REFER TO ELECTRICAL DRAWINGS AND STRUCTURAL DRAWING SHEETS FOR PAD DESIGN DETAILS, INCLUDING PILE EMBEDMENT AND REVEAL.
3. EARTHEN ACCESS EMBANKMENT WITH RAMP AND LEVEL WORKING AREA IS TO BE CONSTRUCTED TO MEET ALL APPLICABLE OSHA, ELECTRICAL (NEC), AND BUILDING CODE ALONG FACE OF EQUIPMENT CABINETS PER ELECTRICAL ENGINEER INCLUDING BUT NOT LIMITED TO A CLEAR LEVEL WORKING AREA, MAXIMUM REACH HEIGHT TO HIGHEST OPERABLE SWITCH, AND ELECTRICAL INSULATION AT THE SURFACE LEVEL BELOW AND SURROUNDING APPLICABLE EQUIPMENT. SPECIAL ACCESS NEEDS SHOULD BE COORDINATED WITH THE OWNER ON AS-NEEDED BASIS FOR OPERATIONS AND MAINTENANCE.
4. EARTHEN ACCESS EMBANKMENT IS INTENDED FOR PEDESTRIAN ACCESS ONLY FOR MAINTENANCE PURPOSES; IT IS NOT DESIGNED OR ASSUMED TO BEAR INVERTER LOADS (PROVIDES NEITHER VERTICAL FRICTIONAL RESISTANCE NOR LATERAL BEARING RESISTANCE); MINIMUM EMBEDMENT DICTATED BY STRUCTURAL DESIGN SHALL BE MEASURED FROM EXISTING GRADE.
5. INVERTER/TRANSFORMER AND BATTERY STORAGE CONTAINERS MAY BE CO-LOCATED ON A SINGLE EARTHEN EMBANKMENT OR ISOLATED DEPENDING ON ARRANGEMENT DETERMINED IN FINAL DESIGN. SEE DETAIL 2, HEREON.

1 EQUIPMENT SKID ENLARGED GRADING AND FREEBOARD DETAIL

SCALE: NTS

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renewable energy

BayWa r.e.
Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM

REGISTERED PROFESSIONAL ENGINEER
RCE NO. 78103
CIVIL
STATE OF CALIFORNIA

3 - 49

SITE INFORMATION
[VR ENERGY FARM]

PROJECT MANAGER
[NICHOLAS CORRIGAN]
[858.300.0477]

PROJECT ENGINEER
[ARIEL A. KRISHMAN]
[949.972.3978]

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
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3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: [KHA 149083001]
DRAWN BY: [TL]
REVIEWED BY: [AC]
APPROVED BY: [LB]

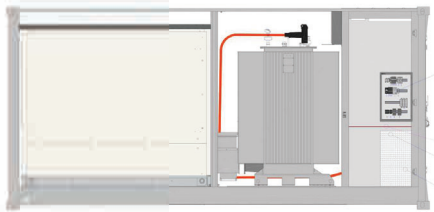
CLIENT SIGNATURE

MAJOR USE PERMIT

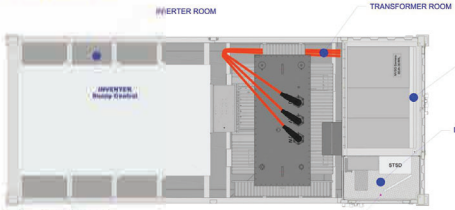
DETAILS

DRAWING NUMBER: 204

SHEET SIZE: ARCH D - 24" x 36"

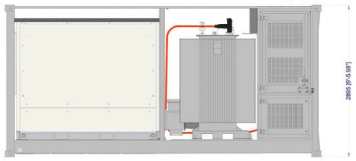


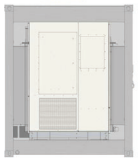
Right view without door

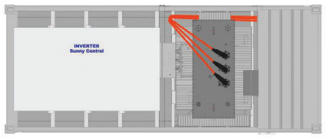


Top view without roof

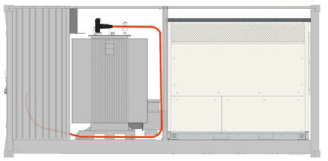

Rear view


Right view


Front view


Top view

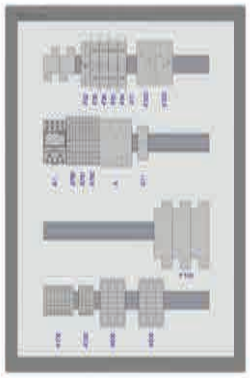
VIEWS WITH CLOSED DOORS


Left view

MVPS20' SKIDTAINER | MVPS-SK003

Commercial drawing with devices installed
Disegno commerciale con apparecchiature installate

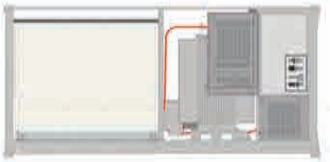
Station sub-distribution - STSD



CUSTOMER's CONNECTIONS	
TERMINAL	DESCRIPTION
-X	120 Vac - Power socket
-X11	Ethernet socket
-X300	120 Vac - Spare terminals
-X800	230/400 Vac - LVT Output

MVPS20' SKIDTAINER | MVPS-SK003

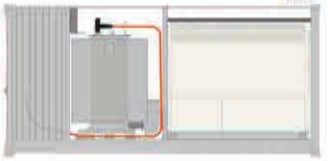

Rear view


Right view


Front view


Top view

VIEWS WITH OPENED DOORS


Left view

MVPS20' SKIDTAINER | MVPS-SK003

1 SMA SKIDTAINER (OR APPROVED EQUAL)

BayWa r.e.
renewable energy

BayWa r.e.
Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM

RCE NO. 78103
CIVIL
STATE OF CALIFORNIA

3 + 50

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
GEORGE CORREA
909.300.0477

PROJECT ENGINEER
ANNA A KIRKHAM
949.971.2974

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER 084300
DRAWN BY
REVIEWED BY
APPROVED BY

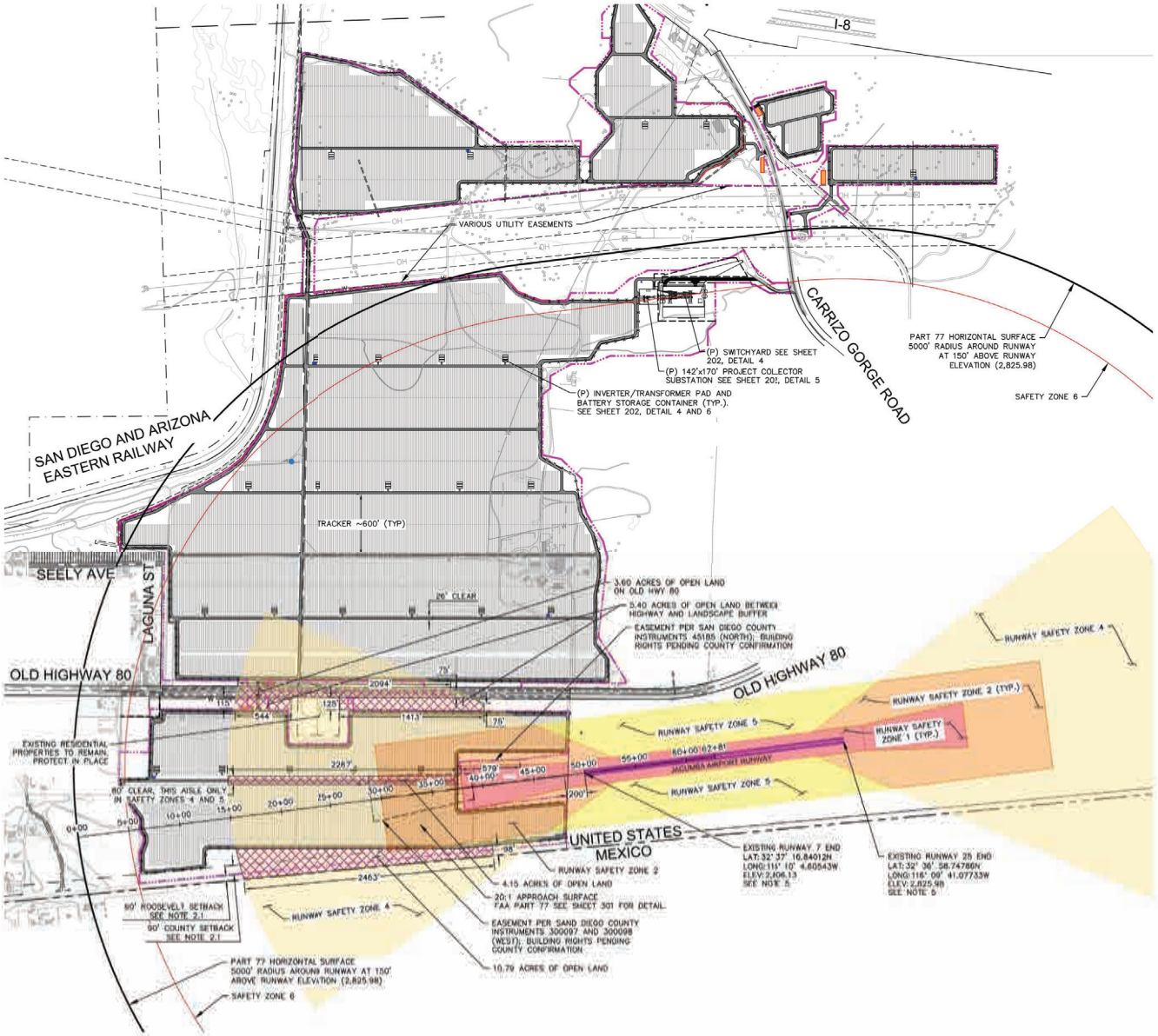
CLIENT SIGNATURE

MAJOR USE PERMIT

DETAILS

DRAWING NUMBER 205

SHEET SIZE: ARCH D - 24" x 36"



LEGEND

- PROPERTY LINE
- CENTER LINE
- EASEMENT LINE
- MUP BOUNDARY
- PROPOSED FENCE. SEE SHEET 202, DETAIL 1
- ALL WEATHER ACCESS DRIVE
- OPEN LAND

NOTES

1. SURVEY INFORMATION PREPARED BY KIMLEY-HORN AND ASSOCIATES DATED AUGUST 2018; PENDING ALTA COMPLETION.
2. SETBACKS
   - A. 60 "ROOSEVELT" PUBLIC RESERVE SETBACK PER "COUNTY OF SAN DIEGO, CALIFORNIA BOARD OF SUPERVISORS POLICY NUMBER I-111"
     - A.1. ~1.3± ACRES OF ENCROACHMENT INTO 90'-WIDE SD COUNTY SETBACK ≈0.10% OF GROSS (PROPERTY) AREA; ≈0.25% OF FENCED AREA.
   - B. 90 COUNTY SETBACK PER "COUNTY OF SAN DIEGO, CALIFORNIA BOARD OF SUPERVISORS POLICY NUMBER I-111"
   - C. FRONT, REAR, AND SIDE BUILDING COUNTY SETBACKS PER SAN DIEGO COUNTY "SETBACKS FOR SOLAR PHOTOVOLTAIC PANELS" DATED 01/30/18. REQUIRES A MINIMUM 3' SETBACK FROM PROPERTY LINE TO GROUND-MOUNTED PV SOLAR ARRAYS.
3. RUNWAY SAFETY ZONES DELINEATED PER JACUMBA AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) ADOPTED BY THE SAN DIEGO COUNTY AIRPORT LAND USE COMMISSION (ALUC) IN DECEMBER, 2006 AND AMENDED IN DECEMBER, 2011. DATA SOURCE IS NOTED BELOW:
   - A. SHAPEFILES PROVIDED BY SAN DIEGO COUNTY
   - B. KIMLEY-HORN DEPICTION PER SAFETY ZONE DIMENSIONAL PLAN PROVIDED BY BAYWA AND ALUCP. ALSO INCLUDES KIMLEY-HORN DEPICTION OF ADDITIONAL BUILDING LIMITATIONS PER FAA PART 77 INCLUDING RUNWAY PROTECTION ZONE (RPZ), APPROACH ZONE, ETC AS SHOWN IN GREEN.
4. ELECTRICAL LAYOUT SHOWN AS PROVIDED BY BAYWA R.E. SOLAR PROJECTS, LLC DATED OCTOBER 09, 2018.
5. RUNWAY COORDINATES PER SD COUNTY -EMAIL DATED 10/4/2018 FROM ERIC NELSON

OPEN LAND

THIS LAYOUT COMPLIES WITH §2.9 OF THE ALUCP (CLEAR SPACE) AS CALCULATID BELOW:

CLEAR SPACE REQUIREMENT: 0.5 AC MINIMUM PER 10 AC PORTION OF DEVELOPED SITE

DEVELOPED SITE AREA*: 109.51 ACRES
MINIMUM REQUIRED OPEN LAND AREA: 5.48 ACRES
PROPOSED OPEN LAND AREA: 23.94 ACRES
(12.1 ACRES OF THE 23.94 ACRES ARE OUTSIDE THE MUP BOUNDARY)
*WITHIN ALUCP SAFETY ZONES 2,4,5 AND MUP BOUNDARY

LOT COVERAGE

SAFETY ZONE	PROP. LAND USE CATEGORY	MAX LOT COVERAGE[1]	SAFETY ZONE AREA (AC)[2]	AREA OF COVERAGE IN SAFETY ZONE (AC)[3]	EST. LOT COVERAGE
1	CELL PHONE TOWERS, WIND TURBINES	0%	0.00	0.00	0%
2		50%	34.57	11.12	32%
4		70%	75.00	24.13	32%
6		70%	0.00	0.30	34%

[1] PER ADMINISTRATIVE DRAFT ALUCP MAP JAC-2
[2] PER ALUCP § 2.8
[3] MEASURED AREA OF MUP BOUNDARY WITHIN CORRESPONDING SAFETY ZONE
*TOTAL COVERAGE AREA WITHIN THE SPECIFIED ZONE AND MUP BOUNDARY THAT ACCOUNTS FOR PANELS, STORAGE CONTAINERS, INVERTERS, AND/OR FENCE

NORTH

GRAPHIC SCALE IN FEET
0 250 500 1000
1" = 500' WHEN PLOTTED ON 24" X 36" SHEET

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renewable energy

BayWa r.e.
Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

Kimley»Horn

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM

RCE NO. 78103

3 of 51

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
GEORGE CURRICK
858.300.0477

PROJECT ENGINEER
ARIN KRIKORIAN
949.777.0926

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: [illegible]
DRAWN BY: [illegible]
REVIEWED BY: [illegible]
APPROVED BY: [illegible]
CLIENT SIGNATURE:

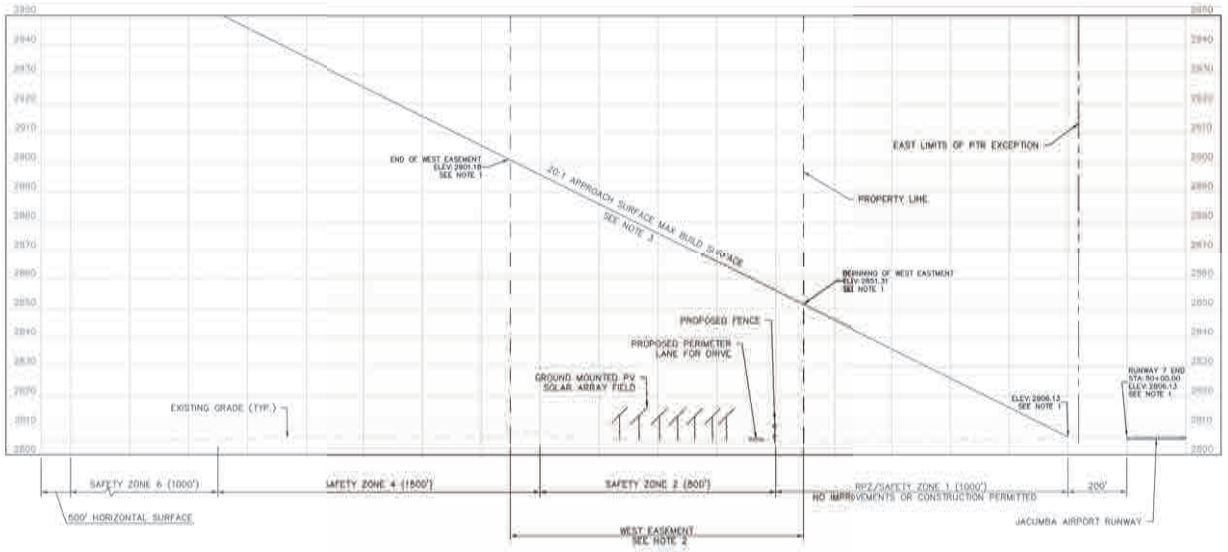
MAJOR USE PERMIT

AVIATION COMPATIBILITY PLAN

DRAWING NUMBER: 300
SHEET SIZE: ARCH D: 24" x 36"

NOTES

1. ELEVATIONS ARE MEASURED ABOVE MEAN SEAN LEVEL PER SURVEY BY KIMLEY HORN & ASSOCIATES DATED AUG. 22, 2018.
2. WEST EASEMENT – COUNTY OF SAN DIEGO EASEMENT INSTRUMENT NO. 300098 RECORDED 8/25/1973
3. DO NOT PENETRATE WITH PERMANENT IMPROVEMENTS OR CONSTRUCTION EQUIPMENT.



AVIATION COMPATIBILITY PROFILE
N.T.S.

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BayWa r.e.
Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM

REGISTERED PROFESSIONAL ENGINEER
RCE NO. 78103
CIVIL
STATE OF CALIFORNIA

3 of 52

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
CHONG H CHANCE
858.300.0477

PROJECT ENGINEER
ARIS A KRIKHAAR
949.721.2918

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

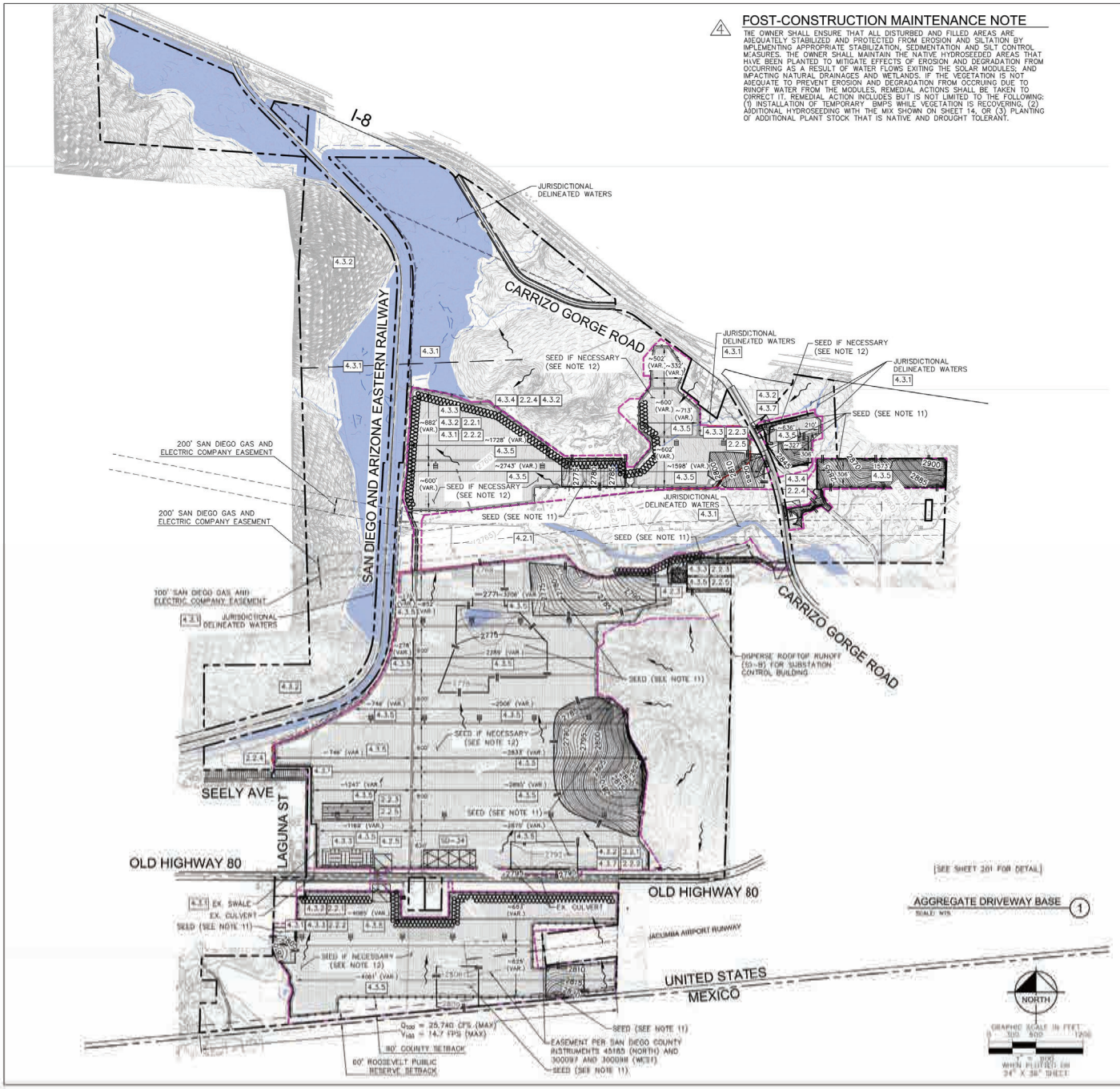
PROJECT NUMBER: JOHA 194083001
DRAWN BY: TL
REVIEWED BY: WC
APPROVED BY: DB

CLIENT SIGNATURE

MAJOR USE PERMIT
AVIATION COMPATIBILITY PROFILE

DRAWING NUMBER 300

SHEET SIZE: ARCH D - 24" x 36"



FOST-CONSTRUCTION MAINTENANCE NOTE

4

THE OWNER SHALL ENSURE THAT ALL DISTURBED AND FILLED AREAS ARE ADEQUATELY STABILIZED AND PROTECTED FROM EROSION AND SILTATION BY IMPLEMENTING APPROPRIATE STABILIZATION, SEDIMENTATION AND SILT CONTROL MEASURES. THE OWNER SHALL MAINTAIN THE NATIVE HYDROSEEDED AREAS THAT HAVE BEEN PLANTED TO MITIGATE EFFECTS OF EROSION AND DEGRADATION FROM OCCURRING AS A RESULT OF WATER FLOWS EXITING THE SOLAR MODULES; AND IMPACTING NATURAL DRAINAGES AND WETLANDS. IF THE VEGETATION IS NOT ADEQUATE TO PREVENT EROSION AND DEGRADATION FROM OCCRUING DUE TO RUNOFF WATER FROM THE MODULES, REMEDIAL ACTIONS SHALL BE TAKEN TO CORRECT IT. REMEDIAL ACTION INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING: (1) INSTALLATION OF TEMPORARY BMPS WHILE VEGETATION IS RECOVERING; (2) ADDITIONAL HYDROSEEDING WITH THE MIX SHOWN ON SHEET 14, OR (3) PLANTING OF ADDITIONAL PLANT STOCK THAT IS NATIVE AND DROUGHT TOLERANT.

LEGEND

- PROPERTY LINE
- CENTER LINE
- SETBACK LINE
- EASEMENT LINE
- PROPOSED FENCE
- LIMIT OF PROPOSED GRADING
- FIBER ROLL (SC-5)
- PROJECT LIMIT OF WORK SILT FENCE (SC-1)
- LANDSCAPE BOUNDARY (SD-J AND SD-K)
- ALL WEATHER ACCESS DRIVE (SD-B)
- STOCKPILE AREA (WM-3)
- SANITARY, TRASH, HAZARDOUS MATERIAL, CONCRETE & PAVEMENT MANAGEMENT, VEHICLE AND EQUIPMENT MAINTENANCE AREA (NS-10, WM-8, WM-5, WM-9)
- STABILIZED CONSTRUCTION ENTRANCE AND STREET SWEEPING/VACUUMING (TC-1 & SC-7)
- MATERIAL STORAGE AND DELIVERY AREA AND SPILL PREVENTION AND CONTROL (WM-1, WM-4)
- DRAINAGE FEATURES
- 50' DRAINAGE FEATURE BUFFER
- DRIVEWAY/PAVED ROAD (SD-B)

NOTES

1. GROSS (PROPERTY) AREA: 1,355.84 ACRES
2. MUP BOUNDARY ("DEVELOPED") AREA: 623.02± ACRES
3. FENCED AREA (INCLUDES PROJECT COLLECTOR SUBSTATION AND SWITCHYARD): 547.21± ACRES
4. GENERAL PLAN: SPECIFIC PLAN AREA
5. REGIONAL CATEGORY: MOUNTAIN EMPIRE SUBREGIONAL PLAN
6. TOPOGRAPHIC SOURCE: KIMLEY-HORN FIELD SURVEY COMPLETED 8/8/2018
7. THIS PLAN IS PROVIDED TO ALLOW FOR FULL AND ADEQUATE DISCRETIONARY REVIEW OF A PROPOSED DEVELOPMENT PROJECT. THE PROPERTY OWNER ACKNOWLEDGES THAT ACCEPTANCE OR APPROVAL OF THIS PLAN DOES NOT CONSTITUTE AN APPROVAL TO PERFORM ANY GRADING SHOWN HEREON, AND AGREES TO OBTAIN YOUR GRADING PERMISSIONS BEFORE COMMENCING SUCH ACTIVITY.
8. ALL DISTURBED AREAS SHALL BE COVERED WITH ORGANIC MULCH OR APPROVED EQUAL TO REDUCE DUST, SEEDED, AND WATERED REGULARLY DURING CONSTRUCTION.
9. PILE DRIVING OPERATIONS: IN ORDER TO LIMIT TEMPORARY CONSTRUCTION NOISE, ALL PILE DRIVING OPERATIONS SHALL BE LOCATED A MINIMUM SETBACK OF 215 FEET FROM ANY OCCUPIED RESIDENTIAL PROPERTY LINE. IF PILE DRIVING OPERATIONS ARE TO OCCUR WITHIN 215 FEET, THEN THESE OPERATIONS SHALL BE LIMITED TO OPERATE 25% OF THE HOURLY OR DAILY DURATION.
10. EXISTING STORM DRAIN PIPES TO BE RESTORED OR REPLACED IF NECESSARY.
11. ALL AREAS BEING CLEARED AND GRUBBED SHALL BE SEEDED WITH HYDRAULIC STABILIZATION SEEDING (SS-4) DURING THE SUMMER AND WINTER PER 2017 CALTRANS STANDARD (OR LATEST) CONSTRUCTION SITE BMP MANUAL.
12. IF AREAS BEING CLEARED AND NOT GRUBBED DO NOT SHOW SIGNS OF VEGETATIVE GROWTH IN A TIMELY MANNER, CONTRACTOR SHOULD SEED AS NEEDED TO ACHIEVE STABILIZATION.
13. ALL DISTURBED FLAT AREAS (SLOPES < 5%) SHALL USE ITEM A EROSION CONTROL MEASURES (SS-3, SS-4, SS-7).

SUMMARY OF LID/SITE DESIGN BMPs

PER SAN DIEGO COUNTY STORMWATER BEST MANAGEMENT PRACTICES REFERENCE GUIDE

2.2.1	CONSERVATION OF NATURAL DRAINAGES AND SIGNIFICANT VEGETATION
2.2.2	MINIMIZE DISTURBANCES TO NATURAL DRAINAGES
2.2.3	MINIMIZE & DISCONNECT IMPERVIOUS SURFACES
2.2.4	MINIMIZE SOIL COMPACTION
2.2.5	DRAIN RUNOFF FROM IMPERVIOUS SURFACES TO PERVIOUS AREAS
4.2.1	PERMEABLE PAVEMENT DESIGN AT SUBSTATION (GRAVEL YARD)
3.1.1	LID ONSITE ACCESS ROADS
4.2.1	PREVENTION OF ILLICIT DISCHARGES INTO THE MS4
4.2.5	PROTECT TRASH STORAGE AREAS FROM RAINFALL, RUN-ON, RUNOFF, AND WIND DISPERSAL
4.3.1	MAINTAIN NATURAL DRAINAGE PATHWAYS AND HYDROLOGIC FEATURES
4.3.2	CONSERVE NATURAL AREAS, SOILS, AND VEGETATION
4.3.3	MINIMIZE IMPERVIOUS AREA
4.3.4	MINIMIZE SOIL COMPACTION
4.3.5	IMPERVIOUS AREA DISPERSION (SD-B)
4.3.7	LANDSCAPING WITH NATIVE OR DROUGHT TOLERANT SPECIES

SUMMARY OF SOURCE CONTROL BMPs

SD-34	PROPER DESIGN OF OUTDOOR MATERIAL STORAGE AREAS

IMPERVIOUS SURFACES

PV TRACKER PILES	681 SF
INVERTER/TRANSFORMER SKIDS ON PADS	4,000 SF
BATTERY STORAGE CONTAINERS	75,281 SF
PROJECT SUBSTATION GRADED PAD	57,900 SF
SDG&E SWITCHYARD GRADED PAD	127,100 SF
AC DRIVEWAYS/PUBLIC IMPROVEMENTS	96,321 SF
TOTAL	269,744 SF 6.65 AC

BayWa r.e. renewable energy

BayWa r.e. Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM

RCE NO. 78103

3 + 53

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
DECKER CHIPPOE
858.303.0417

PROJECT ENGINEER
AKHILA KRISHNAN
949.771.2974

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: KHA 194069001
DRAWN BY: TC
REVIEWED BY: RC
APPROVED BY: DB
CLIENT SIGNATURE:

MAJOR USE PERMIT

BEST MANAGEMENT PRACTICES

DRAWING NUMBER: 400

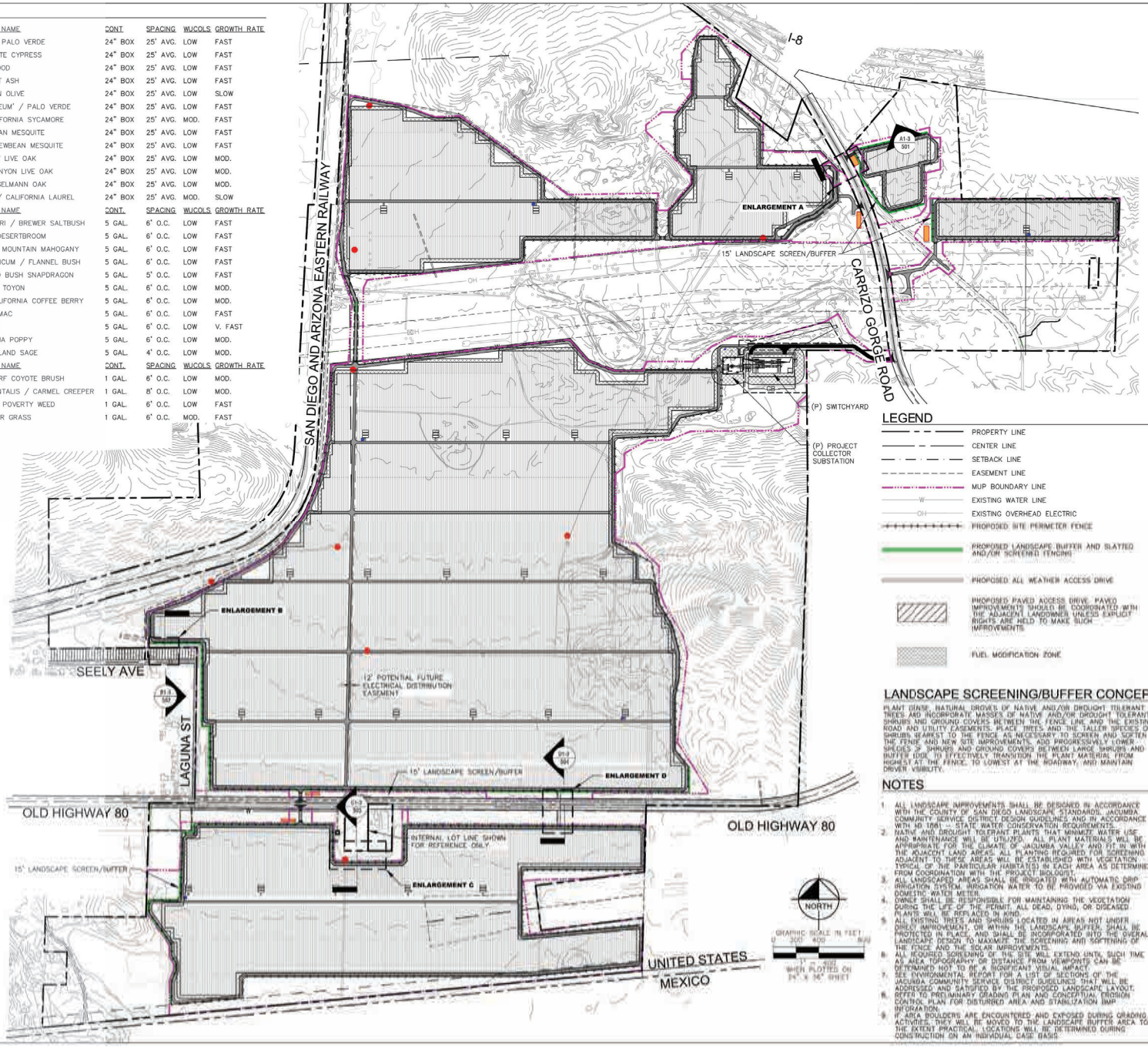
SHEET SIZE: ARCH D - 24" x 36"

PRELIMINARY PLANT LEGEND

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	SPACING	WUCOLS	GROWTH RATE
	CF	CERCIDIUM FLORIDUM / BLUE PALO VERDE	24" BOX	25' AVG.	LOW	FAST
	CT	CUPRESSUS FORBESII / TECATE CYPRESS	24" BOX	25' AVG.	LOW	FAST
	DS	DALBERGIA SISSOO / ROSEWOOD	24" BOX	25' AVG.	LOW	FAST
	FV	FRAXINUS VELUTINA / VELVET ASH	24" BOX	25' AVG.	LOW	FAST
	OE	OLEA EUROPAEA / EUROPEAN OLIVE	24" BOX	25' AVG.	LOW	SLOW
	PX	PARKINSONIA X 'DESERT MUSEUM' / PALO VERDE	24" BOX	25' AVG.	LOW	FAST
	PR	PLATANUS RACEMOSA / CALIFORNIA SYCAMORE	24" BOX	25' AVG.	MOD.	FAST
	PC	PROSOPIS CHILENSIS / CHILEAN MESQUITE	24" BOX	25' AVG.	LOW	FAST
	PP	PROSOPIS PUBESCENS / SCREWBEAN MESQUITE	24" BOX	25' AVG.	LOW	FAST
	QA	QUERCUS AGRIFOLIA / COAST LIVE OAK	24" BOX	25' AVG.	LOW	MOD.
	QC	QUERCUS CHRYSOLEPIS / CANYON LIVE OAK	24" BOX	25' AVG.	LOW	MOD.
	QE	QUERCUS ENGLEMANNII / ENGELMANN OAK	24" BOX	25' AVG.	LOW	MOD.
	UC	UMBELLULARIA CALIFORNICA / CALIFORNIA LAUREL	24" BOX	25' AVG.	MOD.	SLOW

SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	CONT.	SPACING	WUCOLS	GROWTH RATE
	AB	ATRIPLEX LENTIFORMIS BREWERI / BREWER SALTBUSH	5 GAL.	6' O.C.	LOW	FAST
	BS	BACCHARIS SARATHOIDES / DESERTBROOM	5 GAL.	6' O.C.	LOW	FAST
	CB	CERCOCARPUS BETULOIDES / MOUNTAIN MAHOGANY	5 GAL.	6' O.C.	LOW	FAST
	FC	FREMONTODENDRON CALIFORNICUM / FLANNEL BUSH	5 GAL.	6' O.C.	LOW	FAST
	GS	GALVEZIA SPECIOSA / ISLAND BUSH SNAPDRAGON	5 GAL.	5' O.C.	LOW	FAST
	HA	HETEROMELES ARBUTIFOLIA / TOYON	5 GAL.	6' O.C.	LOW	MOD.
	RC	RHAMNUS CALIFORNICA / CALIFORNIA COFFEE BERRY	5 GAL.	6' O.C.	LOW	MOD.
	RL	RHUS LAURINA / LAUREL SUMAC	5 GAL.	6' O.C.	LOW	FAST
	RO	RHUS OVATA / SUGAR BUSH	5 GAL.	6' O.C.	LOW	V. FAST
	RM	ROMNEYA COULTERI / MATILIJA POPPY	5 GAL.	6' O.C.	LOW	MOD.
	SC	SALVIA CLEVELANDII / CLEVELAND SAGE	5 GAL.	4' O.C.	LOW	MOD.

GROUND COVERS	CODE	BOTANICAL NAME / COMMON NAME	CONT.	SPACING	WUCOLS	GROWTH RATE
	BP	BACCHARIS PILULARIS / DWARF COYOTE BRUSH	1 GAL.	6' O.C.	LOW	MOD.
	CH	CEANOTHUS GRISEUS HORIZONTALIS / CARMEL CREEPER	1 GAL.	8' O.C.	LOW	MOD.
	IH	IVA HAYESIANA / SAN DIEGO POVERTY WEED	1 GAL.	6' O.C.	LOW	FAST
	MR	MUHLENBERGIA RIGENS / DEER GRASS	1 GAL.	6' O.C.	MOD.	FAST



LEGEND

- PROPERTY LINE
- CENTER LINE
- SETBACK LINE
- EASEMENT LINE
- MUP BOUNDARY LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- PROPOSED SITE PERIMETER FENCE
- PROPOSED LANDSCAPE BUFFER AND SLATTED AND/OR SCREENED FENCING
- PROPOSED ALL WEATHER ACCESS DRIVE
- PROPOSED PAVED ACCESS DRIVE. PAVED IMPROVEMENTS SHOULD BE COORDINATED WITH THE ADJACENT LANDOWNER UNLESS EXPLICIT RIGHTS ARE HELD TO MAKE SUCH IMPROVEMENTS
- FUEL MODIFICATION ZONE

LANDSCAPE SCREENING/BUFFER CONCEPT

PLANT DENSE, NATURAL GROVES OF NATIVE AND/OR DROUGHT TOLERANT TREES AND INCORPORATE MASSES OF NATIVE AND/OR DROUGHT TOLERANT SHRUBS AND GROUND COVERS BETWEEN THE FENCE LINE AND THE EXISTING ROAD AND UTILITY EASEMENTS. PLACE TREES AND THE TALLER SPECIES OF SHRUBS NEAREST TO THE FENCE AS NECESSARY TO SCREEN AND SOFTEN THE FENCE AND NEW SITE IMPROVEMENTS. ADD PROGRESSIVELY LOWER SPECIES OF SHRUBS AND GROUND COVERS BETWEEN LARGE SHRUBS AND BUFFER EDGE TO EFFECTIVELY TRANSITION THE PLANT MATERIAL FROM HIGHEST AT THE FENCE, TO LOWEST AT THE ROADWAY, AND MAINTAIN DRIVER VISIBILITY.

NOTES

1. ALL LANDSCAPE IMPROVEMENTS SHALL BE DESIGNED IN ACCORDANCE WITH THE COUNTY OF SAN DIEGO LANDSCAPE STANDARDS, JACUMBA COMMUNITY SERVICE DISTRICT DESIGN GUIDELINES, AND IN ACCORDANCE WITH AB 1881 – STATE WATER CONSERVATION REQUIREMENTS.
2. NATIVE AND DROUGHT TOLERANT PLANTS THAT MINIMIZE WATER USE AND MAINTENANCE WILL BE UTILIZED. ALL PLANT MATERIALS WILL BE APPROPRIATE FOR THE CLIMATE OF JACUMBA VALLEY AND FIT IN WITH THE ADJACENT LAND AREAS. ALL PLANTING REQUIRED FOR SCREENING ADJACENT TO THESE AREAS WILL BE ESTABLISHED WITH VEGETATION TYPICAL OF THE PARTICULAR HABITAT(S) IN EACH AREA AS DETERMINED FROM COORDINATION WITH THE PROJECT BIOLOGIST.
3. ALL LANDSCAPED AREAS SHALL BE IRRIGATED WITH AUTOMATIC DRIP IRRIGATION SYSTEM. IRRIGATION WATER TO BE PROVIDED VIA EXISTING DOMESTIC WATER METER.
4. OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE VEGETATION DURING THE LIFE OF THE PERMIT. ALL DEAD, DYING, OR DISEASED PLANTS WILL BE REPLACED IN KIND.
5. ALL EXISTING TREES AND SHRUBS LOCATED IN AREAS NOT UNDER DIRECT IMPROVEMENT, OR WITHIN THE LANDSCAPE BUFFER, SHALL BE PROTECTED IN PLACE, AND SHALL BE INCORPORATED INTO THE OVERALL LANDSCAPE DESIGN TO MAXIMIZE THE SCREENING AND SOFTENING OF THE FENCE AND THE SOLAR IMPROVEMENTS.
6. ALL REQUIRED SCREENING OF THE SITE WILL EXTEND UNTIL SUCH TIME AS AREA TOPOGRAPHY OR DISTANCE FROM VIEWPOINTS CAN BE DETERMINED NOT TO BE A SIGNIFICANT VISUAL IMPACT.
7. SEE ENVIRONMENTAL REPORT FOR A LIST OF SECTIONS OF THE JACUMBA COMMUNITY SERVICE DISTRICT GUIDELINES THAT WILL BE ADDRESSED AND SATISFIED BY THE PROPOSED LANDSCAPE LAYOUT.
8. REFER TO PRELIMINARY GRADING PLAN AND CONCEPTUAL EROSION CONTROL PLAN FOR DISTURBED AREA AND STABILIZATION IMP INFORMATION.
9. IF ANY BOULDERS ARE ENCOUNTERED AND EXPOSED DURING GRADING ACTIVITIES, THEY WILL BE MOVED TO THE LANDSCAPE BUFFER AREA TO THE EXTENT PRACTICAL. LOCATIONS WILL BE DETERMINED DURING CONSTRUCTION ON AN INDIVIDUAL CASE BASIS.

BayWa r.e.
renewable energy

BayWa r.e.
Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

Kimley»Horn

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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92868
PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM

NOT FOR CONSTRUCTION

3 + 54

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
GEORGE CURRIE
619.303.2677

PROJECT LANDSCAPE ARCHITECT
MATTHEW MORGAN
619.272.7192

NO.	ISSUE	DATE
1	MUP - 1ST SUBMITTAL	11/01/2018
2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
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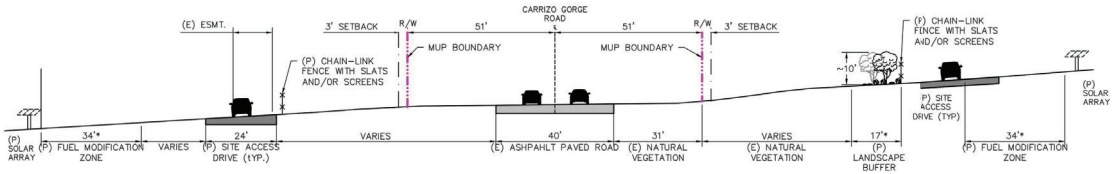
PROJECT NUMBER: XXX-XXXXXX
DRAWN BY: CF
REVIEWED BY: CF
APPROVED BY: MM

CLIENT SIGNATURE

MAJOR USE PERMIT
OVERALL CONCEPTUAL LANDSCAPE PLAN

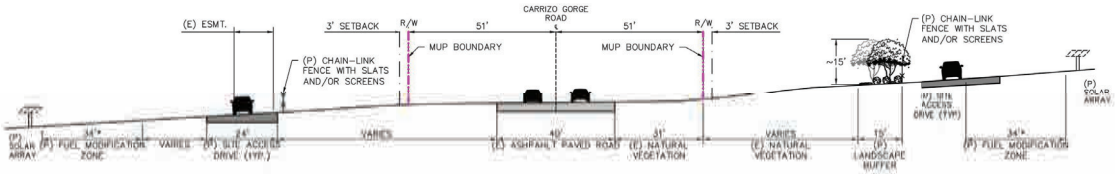
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SHEET SIZE: ARCH D - 24" x 36"



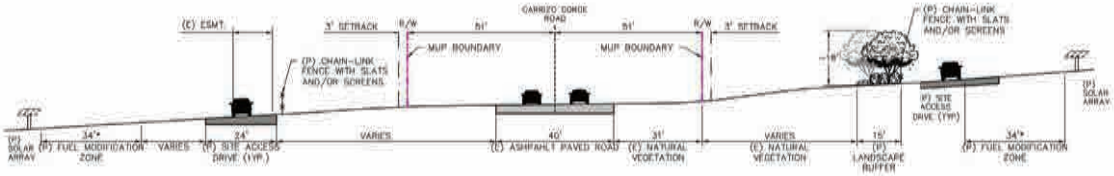
SECTION A1 - (AT PLANTING)

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*DIMENSIONS WITH AN ASTERISK ARE MEASURED AT ANGLE SHOW ON ENLARGED PLAN



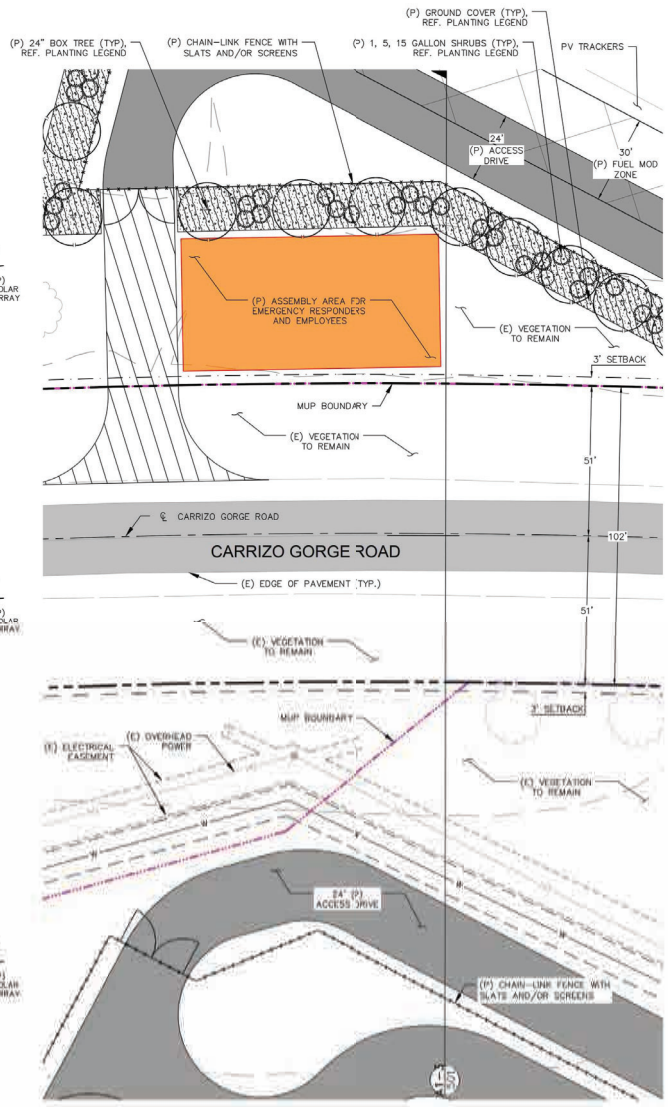
SECTION A2 - (APPROXIMATELY 5 YEARS FROM PLANTING)

NOT TO SCALE
*DIMENSIONS WITH AN ASTERISK ARE MEASURED AT ANGLE SHOW ON ENLARGED PLAN



SECTION A3 - (APPROXIMATELY 10 YEARS FROM PLANTING)

NOT TO SCALE
*DIMENSIONS WITH AN ASTERISK ARE MEASURED AT ANGLE SHOW ON ENLARGED PLAN



ENLARGEMENT A

SCALE: 1" = 20'
*LANDSCAPE BUFFER WILL BE IRRIGATED
*REFER TO SHEET 400 FOR PLANT SCHEDULE, LEGEND, AND NOTES

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renewable energy

BayWa r.e.
Solar Projects LLC

17901 Von Karman Ave, Suite 1050
Irvine, CA 92614
Phone: 949.398.3915 | Fax: 949.398.3914
www.baywa-re.us

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PHONE: 714.939.1030 FAX: 714.938.9488
WWW.KIMLEY-HORN.COM

NOT FOR CONSTRUCTION

3 + 55

SITE INFORMATION
IVE ENERGY FARR

PROJECT MANAGER
GEORGE GARRICK
858.300.0677

PROJECT LANDSCAPE ARCHITECT
MATTHEW MORGAN
619.972.7192

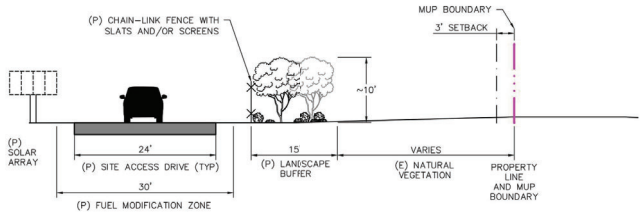
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2	MUP - 2ND SUBMITTAL	10/17/2019
3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER	KHA 019089001
DRAWN BY	CE
REVIEWED BY	GG
APPROVED BY	SMS
CLIENT SIGNATURE	

MAJOR USE PERMIT
CONCEPTUAL LANDSCAPE
ENLARGEMENT A AND SECTIONS

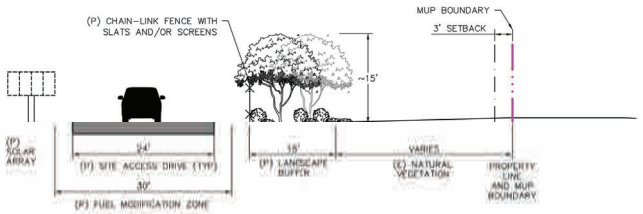
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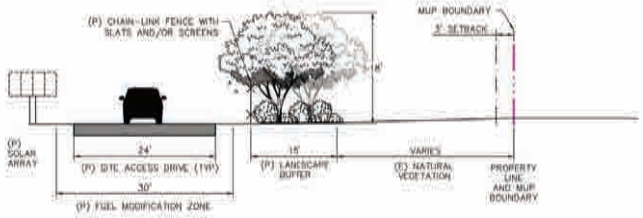
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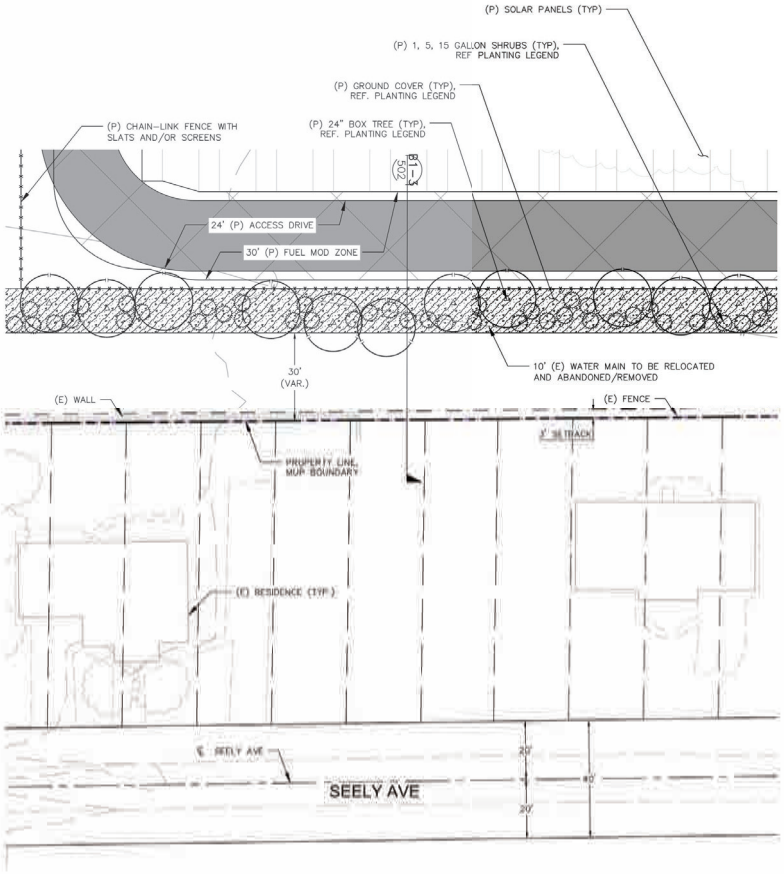
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NOT TO SCALE



SECTION B3 - (APPROXIMATELY 10 YEARS FROM PLANTING)

NOT TO SCALE

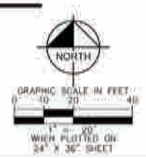


ENLARGEMENT B

SCALE: 1" = 20'

*LANDSCAPE BUFFER WILL BE IRRIGATED

*REFER TO SHEET 400 FOR PLANT SCHEDULE, LEGEND, AND NOTES



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SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
ERWICH DUNHOE
800.900.9417

PROJECT LANDSCAPE ARCHITECT
MATTHEW MORGAN
619.972.7192

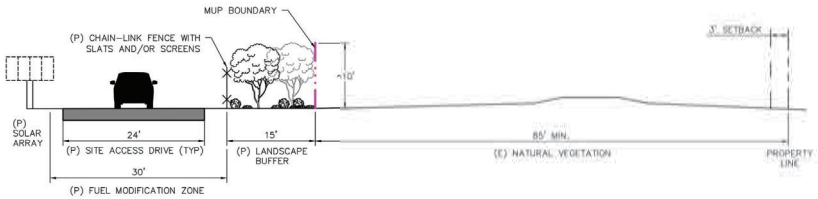
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3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: KHA 190083001
DRAWN BY: CS
REVIEWED BY: CJT
APPROVED BY: MM
CLIENT SIGNATURE:

MAJOR USE PERMIT CONCEPTUAL LANDSCAPE ENLARGEMENT B AND SECTIONS

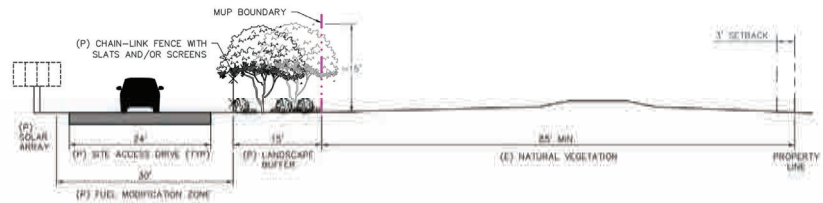
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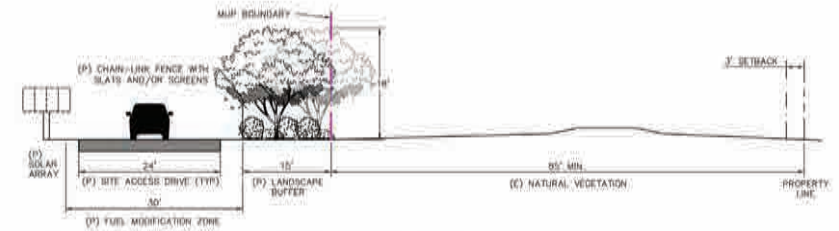
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NOT TO SCALE



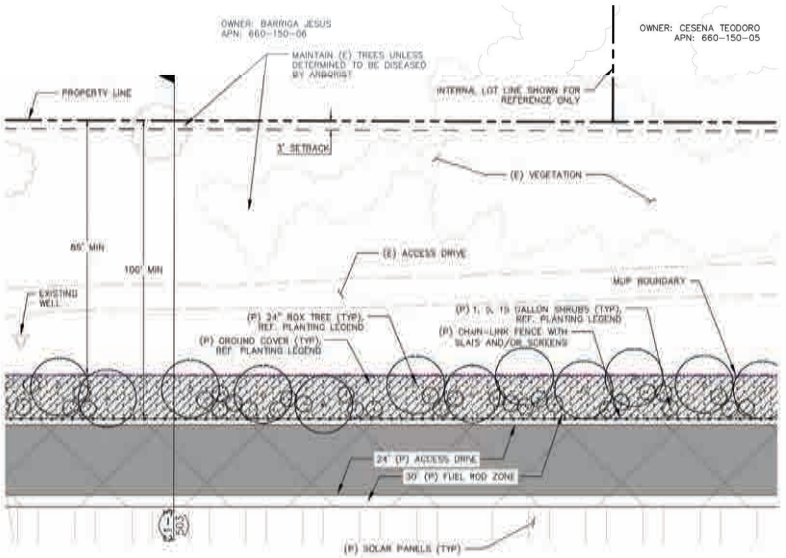
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NOT TO SCALE



SECTION C3 - (APPROXIMATELY 10 YEARS FROM PLANTING)

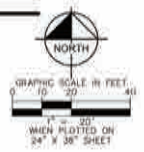
NOT TO SCALE



ENLARGEMENT C

SCALE: 1" = 20'

*LANDSCAPE BUFFER WILL BE IRRIGATED
*REFER TO SHEET 400 FOR PLANT SCHEDULE, LEGEND, AND NOTES



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renewable energy

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3 of 57

SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
PATRICK CONNOR
909.300.9417

PROJECT LANDSCAPE ARCHITECT
MATTHEW MORGAN
619.972.7192

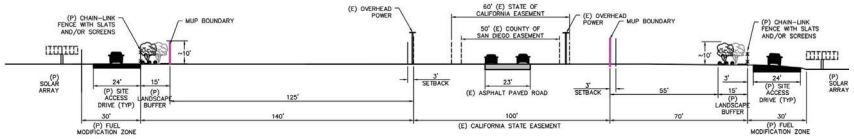
NO.	ISSUE	DATE
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3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: KHA 190083001
DRAWN BY: CR
REVIEWED BY: LS
APPROVED BY: MM
CLIENT SIGNATURE:

MAJOR USE PERMIT CONCEPTUAL LANDSCAPE ENLARGEMENT C AND SECTIONS

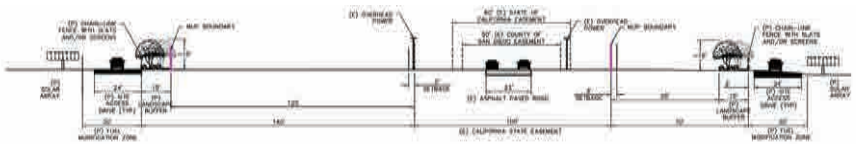
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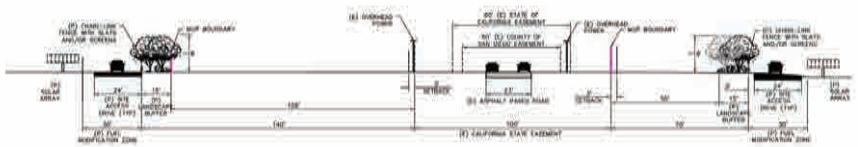
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NOT TO SCALE



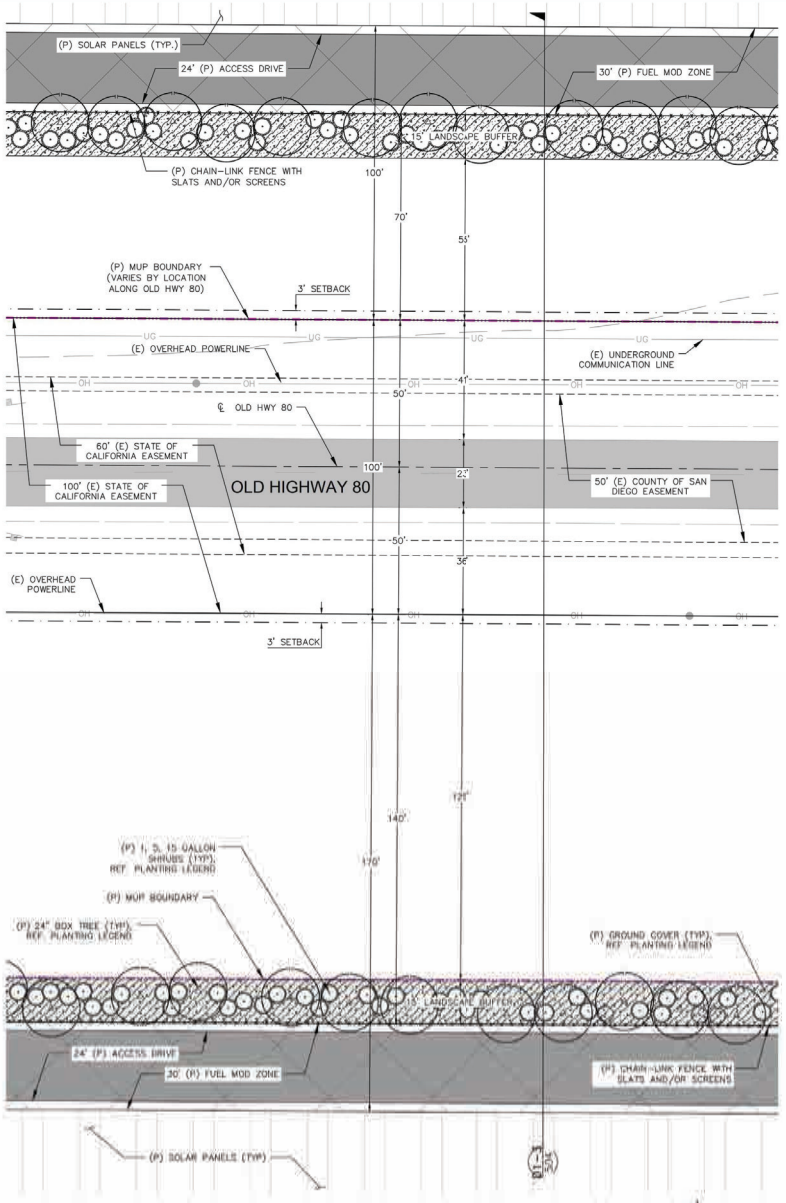
SECTION D2 - (APPROXIMATELY 5 YEARS FROM PLANTING)

NOT TO SCALE



SECTION D3 - (APPROXIMATELY 10 YEARS FROM PLANTING)

NOT TO SCALE



ENLARGEMENT D

SCALE: 1" = 20'

*LANDSCAPE BUFFER WILL BE IRRIGATED.
REFER TO SHEET 400 FOR PLANT SCHEDULE, LEGEND, AND NOTES

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
1" = 20'
WHEN PLOTTED ON 24" X 36" SHEET

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**BayWa r.e.
Solar Projects LLC**

17901 Von Karman Ave, Suite 1050
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SITE INFORMATION
JVR ENERGY PARK

PROJECT MANAGER
ERTRUDE GUNNOE
800.900.9417

PROJECT LANDSCAPE ARCHITECT
MATTHEW MORGAN
619.972.7192

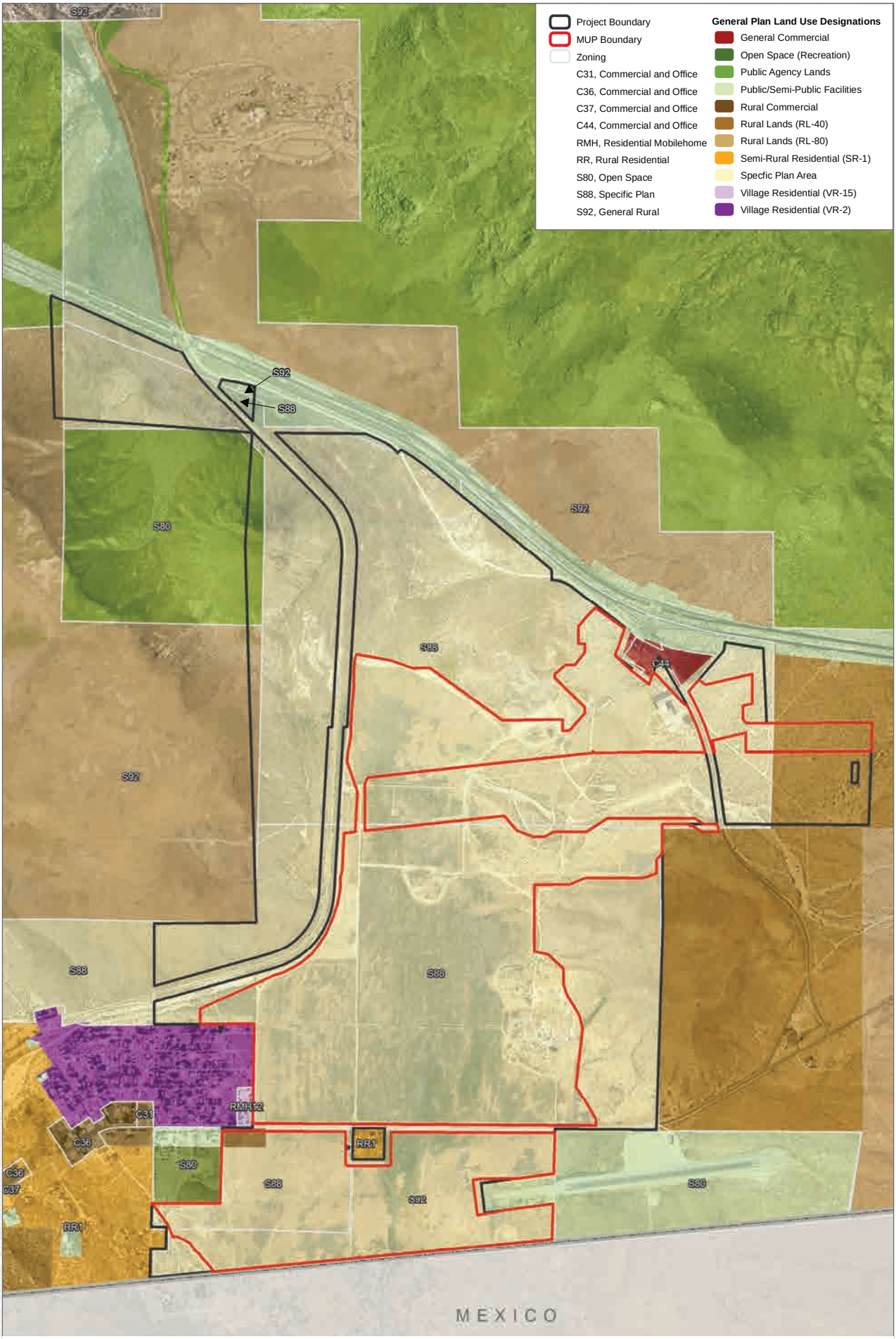
NO.	ISSUE	DATE
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3	MUP - 3RD SUBMITTAL	03/25/2020
4	MUP - 4TH SUBMITTAL	04/06/2021

PROJECT NUMBER: KHA 190083001
DRAWN BY: CS
REVIEWED BY: CJ
APPROVED BY: MM
CLIENT SIGNATURE:

MAJOR USE PERMIT CONCEPTUAL LANDSCAPE ENLARGEMENT D AND SECTIONS

DRAWING NUMBER: 504

SHEET SIZE: ARCH D - 24" x 36"



SOURCE: SANGIS 2017

DUDEK

0 500 1,000 Feet

FIGURE 3.1.4-1

Existing Land Use and Zoning

JVR Solar Energy Park

County of San Diego

JEFF C. MONEDA
DIRECTOR

DEPARTMENT OF PUBLIC WORKS
5510 OVERLAND AVENUE, SUITE 410
SAN DIEGO, CA 92123-1237
(858) 694-2212
www.sdcounty.ca.gov/dpw/

June 24, 2021

David Bossu
1100 W. Town and Country Road, Ste. 700
Orange, CA 92868

Dear Mr. Bossu:

REQUEST FOR EXCEPTION(S) TO PUBLIC ROAD STANDARD(S) – JVR ENERGY PARK LOCATED IN THE UNINCORPORATED PORTION OF SAN DIEGO COUNTY WITHIN THE MOUNTAIN EMPIRE SUBREGIONAL PLAN AREA, APN 614-100-04, -20, -21, 660-020-05, -06, 660-150-04, -07, -08, -10, -14, -17, -18, 660-170-09, 661-010-02, -15, -26, -27, -30, 661-060-12, -22; PDS2018-MUP-18-022

County of San Diego (County) Department of Public Works (DPW) has reviewed your request, dated June 18, 2021, for the following exception (s) to a public road standard(s):

- Request to approve a reduction in the minimum centerline separation to a minimum 100 feet in lieu of the County criteria noted in Section 6.1.C., for the existing and proposed private driveways along Old Highway 80 (2.2D Light Collector) and Carrizo Gorge Road (2.2D Light Collector). The County's required centerline separation for a Mobility Element Road is 300 feet.

County staff has assessed the appropriateness of the requested exceptions to standards and the County Traffic Engineer has reviewed and supports the request. The existing driveways provide operations and maintenance access to various easement holders within the project. It has been determined that your request for modification will not adversely affect traffic safety and flow of traffic in the area. This Design Exception Request is hereby approved. All other standards, conditions, and improvements required shall be met.

If you have any questions or need additional information related to this request, please contact Zoubir Ouadah, DPW County Traffic Engineer at (858) 694-3857, or at: Zoubir.Ouadah@sdcounty.ca.gov.

Sincerely,

DEREK R. GADE, P.E., Assistant Director
Department of Public Works

cc: PDS2018-MUP-18-022 File
Zoubir Ouadah - Department of Public Works
George Gunnoe - george.gunnoe@baywa-re.com

MARK WARDLAW
DIRECTOR

PLANNING & DEVELOPMENT SERVICES
5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123
(858) 694-2962 ▪ Fax (858) 694-2555
www.sdcounty.ca.gov/pds

KATHLEEN A. FLANNERY
ASSISTANT DIRECTOR

June 18, 2021

To: Derek Gade, Assistant Director
Department of Public Works

From: Jacob Armstrong, Chief of Land Development
Planning & Development Services

Reference: PDS2018-MUP-18-022 (Design Exception Request)

RECOMMENDER:

Sinsay, Edwin M — Digitally signed by Sinsay, Edwin M Date: 2021.06.18 13:49:33 -07'00'

Date: 6/18/21

EDWIN M. SINSAY,
PDS Land Development Project Manager

Armstrong, Jacob — Digitally signed by Armstrong, Jacob Date: 2021.06.18 14:10:52 -07'00'

Date: 6/18/21

JACOB ARMSTONG,
Chief of Land Development

RECOMMENDATION:

It is recommended that the Director of Public Works support this request. Decision is based upon the County of San Diego (County) Department of Public Works (DPW) and Planning & Development Services (PDS) review of the applicant's request, dated June 18, 2021, for the following modification to a project condition:

- Request to approve a reduction in the minimum centerline separation to a minimum 100 feet in lieu of the County criteria noted in Section 6.1.C., for the existing and proposed private driveways along Old Highway 80 (2.2D Light Collector) and Carrizo Gorge Road (2.2D Light Collector). The County's required centerline separation for a Mobility Element Road is 300 feet.

BACKGROUND:

The JVR Energy Park Project involves the operation and construction of a 90 megawatt (MW) solar energy facility and a battery energy storage system of up to 90 MW (180MWh). The Project components include approximately 300,000 photovoltaic modules fitted on single axis trackers, a battery energy storage system,

inverter/transformer platforms, an underground electrical collection system, a collector substation, a switchyard, an overhead gen-tie line, security fencing, and internal access. The development footprint of the proposed facilities is approximately 643 acres. Eventual decommissioning would occur at the end of the Project's useful life, which is conservatively assumed to be 35 years. All Project components would be decommissioned except the switchyard, which would be transferred to San Diego Gas & Electric after construction. The Project requires a Major Use Permit (MUP).

The 1,356-acre Project site is located within unincorporated southeastern San Diego County, within the Mountain Empire Subregion. The Project site is located adjacent to the community of Jacumba Hot Springs and the Jacumba Airport, and south of Interstate 8 (I-8). Primary access would be provided from I-8 with local access from Carrizo Gorge Road and Old Highway 80.

PROJECT MANAGEMENT TEAM REVIEW:

County of San Diego (County) Department of Public Works (DPW) and Planning & Development Services (PDS) has reviewed the applicant's request, dated June 2, 2021, and have concluded the following reasons to support the applicant's requests:

1. The existing driveways provide access for Operations and Maintenance to existing SDG&E transmission towers, wells owned by JCSD or others, portions of the property not improved by the MUP, or other facilities.

2. The traffic along the roads is relatively low and the visibility is relatively high, and the proposed O&M traffic to the project is infrequent and minimal.

3. Requiring the driveways to maintain centerline spacing would require construction of new driveways and access roads, which would increase project impacts.

4. The County of San Diego, Traffic Engineer has reviewed and supported the request.

AGENDA

Regular Meeting of the Board of Directors of San Diego Community Power (SDCP)

May 27, 2021

5:00 p.m.

Due to the public health orders and guidelines in California and in accordance with the Governor's Executive Orders N-25-20 and N-29-20, there will be no location for in-person attendance. SDCP is providing alternatives to in-person attendance for viewing and participating in the meeting. Further details are below.

Note: Any member of the public may provide comments to the SDCP Board of Directors on any agenda item. When providing comments to the Board, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Board as a whole through the Chair. Comments may be provided in one of the following manners:

1. Providing Oral Comments During Meeting. To provide comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the moderator that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. Members of the public will not be shown on video but will be able to speak when called upon. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing *9. Comments will be limited to three (3) minutes.

2. Written Comments. Written public comments must be submitted prior to the start of the meeting by using this (web form). Indicate a specific agenda item when submitting your comment. All written comments received prior to the meeting will be provided to the Board members in writing. In the discretion of the Chair, the first ten (10) submitted comments shall be stated into the record of the meeting. Comments read at the meeting will be limited to the first 400 words. Comments received after the start of the meeting will be collected, sent to the Board members in writing, and be part of the public record.

If you have anything that you wish to be distributed to the Board, please provide it via info@sdcommunitypower.org and it will be distributed to the Members.

The public may participate using the following remote options:

Teleconference Meeting Webinar

https://zoom.us/j/94794075133

Telephone (Audio Only)

(669) 900-6833 or (346) 248-7799 | Webinar ID: 947 9407 5133

Welcome

Call to Order

Pledge of Allegiance

Roll Call

Items to be Added, Withdrawn, or Reordered on the Agenda

Public Comments
Opportunity for members of the public to address the Board on any items not on the agenda but within the jurisdiction of the Board. Members of the public may use the web form noted above to provide a comment or request to speak.

Consent Calendar
All matters are approved by one motion without discussion unless a member of the Board of Directors requests a specific item to be removed from the Consent Agenda for discussion. A member of the public may use the web form noted above to comment on any item on the Consent Calendar.

1. **Approval of the minutes of the Regular Meeting of the Board of Directors of San Diego Community Power held on March 25, 2021 and April 22, 2021.**
2. **Amendment to Professional Services Agreement with Maher Accountancy for Accounting Services**

   Recommendation: Approve first amendment to Professional Services Agreement with Maher Accountancy to increase the not-to-exceed amount by $37,500 to $241,000 through June 30, 2022 and authorize the Interim CEO to execute the amendment.
3. **Amendment to Professional Services Agreement with Tosdal APC for Legal and Regulatory Services**

   Recommendation: Approve second amendment to Professional Services Agreement with Tosdal APC to increase the not-to-exceed amount by $80,000 for services through FY 21, add a not-to-exceed amount of $240,000 for FY 22 and authorize the Interim CEO to execute the agreement.
4. **Amendment to Professional Services Agreement with NewGen Strategies and Solutions, LLC for Regulatory Support and Rate-related Analysis**

   Recommendation: Approve second amendment to Professional Services Agreement with NewGen Strategies and Solutions, LLC to increase the not-to-exceed amount by $260,000, extend agreement term through FY 22 and authorize the Interim CEO to execute the amendment.
5. **Amendment to Professional Services Agreement with Keyes & Fox LLP for Legal and Regulatory Services**

Recommendation: Approve third amendment to Professional Services Agreement with Keyes & Fox LLP to increase the not-to-exceed amount by $37,500 and authorize the Interim CEO to execute the amendment.

6. **Amendment to Engagement Letter with Best Best & Krieger in the amount of $300,000 for Services through FY22 -**

   Recommendation: Approve amendment to Engagement Letter with Best Best & Krieger for $300,000 through June 30, 2022 and authorize the Interim Chief Executive Officer to execute the contract.

7. **Amendment to Professional Services Agreement with Civilian, Inc. for Marketing and Communication Services -**

   Recommendation: Approve first amendment to Professional Services Agreement with Civilian, Inc. in the amount of $143,000 for marketing and communications services, and authorize the Interim CEO to execute the agreement.

8. **Amendment to Professional Services Agreement with Neyenesch Printers in the amount of $277,000 for services through FY22**

   Recommendation: Approve amendment to Professional Services Agreement with Neyenesch Printers for $277,000 through June 30, 2022 and authorize the Interim Chief Executive Officer to execute the contract.

REGULAR AGENDA

The following items call for discussion or action by the Board of Directors. The Board may discuss and/or take action on any item listed below if the Board is so inclined.

9. **Operations and Administration Report from the Interim Chief Executive Officer**

   Recommendation: Receive and file update on various operational and administration activities.

   - General Administrative Updates
     - San Diego County
     - Strategic Planning
   - Staffing
   - Power Resources
   - Back Office Operations
   - Retirement Plans

10. **Update on Regulatory and Legislative Affairs**

    Recommendation: Receive and file the update on regulatory and legislative affairs.

    - Power Charge Indifference Adjustment Final Decision
    - Senate Bill 612 Update
    - SDG&E Application for Approval of 2022 Electric Procurement Revenue Requirement Forecasts
    - Direct Access Rulemaking Proposed Decision
    - Provider of Last Resort Rulemaking

11. Discussion and Direction on Potential New Members to SDCP and Input on Response Letter to County of San Diego

Recommendation:

1. Discuss considerations of adding new member jurisdictions to SDCP and provide direction to staff.
2. Provide input to staff on the draft response letter to the County of San Diego.

12. Approval of Fiscal Year (FY) 2021 Budget Amendment and Review Proposed Fiscal Year 2022 Budget

Recommendation:

1. Approve the FY21 budget amendment.
2. Review the proposed FY22 budget.

13. Approval of Updates to the Net Energy Metering (NEM) Program and Amend the NEM Program Policy

Recommendation:

1. Establish a Net Surplus Compensation Rate
2. Establish a Net Surplus Compensation Limit
3. Establish monthly settlements and billing
4. Delegate authority to the Interim Chief Executive Officer to update the NEM policy consistent with the approved Board actions

14. Review and Provide Direction to Staff on Legislative Position for AB 1139

Recommendation:

1. Receive and file the Community Advisory Committee's recommended position on AB 1139
2. Adopt a position on AB 1139

15. Renewable Power Purchase Agreement with IP Oberon, LLC

Recommendation: Approve the Long-term Renewable Power Purchase Agreement with IP Oberon, LLC and authorize the Interim CEO to execute the agreement.

16. Renewable Power Purchase Agreement with JVR Energy Park, LLC

Recommendation: Approve the Long-term Renewable Power Purchase Agreement with JVR Energy Park, LLC and authorize the Interim CEO to execute the agreement.

Director Comments

Board Members may briefly provide information to other members of the Board and the public, ask questions of staff, request an item to be placed on a future agenda, or report on conferences, events, or activities related to SDCP business. There is to be no discussion or action taken on comments made by Directors unless authorized by law.

Reports by Management and General Counsel

SDCP Management and General Counsel may briefly provide information to the Board and the public. The Board may engage in discussion if the specific subject matter of the report is identified below, but the Board may not take any action other than to place the matter on a future agenda. Otherwise, there is to be no discussion or action taken unless authorized by law.

ADJOURNMENT

Compliance with the Americans with Disabilities Act

SDCP Board of Directors meetings comply with the protections and prohibitions of the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may contact (888) 382-0169 or info@sdcommunitypower.org. Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of the public meeting.

Availability of Board Documents

Copies of the agenda and agenda packet are available at https://sdcommunitypower.org/resources/meeting-notes/. Late-arriving documents related to a Board meeting item which are distributed to a majority of the Members prior to or during the Board meeting are available for public review as required by law. Previously, public records were available for inspection at the City of San Diego Sustainability Department, located at 1200 Third Ave., Suite 1800, San Diego, CA 92101. However, due to the Governor's Executive Orders N-25-20 and N-29-20 and the need for social distancing, in-person inspection is now suspended. Public records, including agenda-related documents, can instead be requested electronically at info@sdcommunitypower.org or by mail to SDCP, 815 E Street, Suite 12716, San Diego, CA 92112. The documents may also be posted at the above website.

SAN DIEGO COMMUNITY POWER (SDCP)
BOARD OF DIRECTORS
San Diego City Administration Building, 12th Floor
202 "C" Street
San Diego, CA 92101

MINUTES

March 25, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

The Board minutes are prepared and ordered to correspond to the Board Agenda. Agenda Items can be taken out of order during the meeting.

The Agenda Items were considered in the order presented.

WELCOME

CALL TO ORDER

Chair Mosca (Encinitas) called the SDCP Board of Directors meeting to order at 5:03 p.m.

PLEDGE OF ALLEGIANCE

Chair Mosca (Encinitas) led the Pledge of Allegiance.

ROLL CALL

PRESENT: Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Baber (La Mesa), Director Dedina (Imperial Beach), and Alternate Director LaCava (San Diego)

ABSENT: Director Montgomery Steppe (San Diego)

Also Present: *Interim Chief Executive Officer ("CEO") Carnahan, Chief Operating Officer ("COO") Hooven, General Counsel Baron, Interim Board Clerk Wiegelman*

ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA

There were no additions or deletions to the agenda.

PUBLIC COMMENTS

There were no comments.

CONSENT CALENDAR
(Items 1 through 2)

1. **Approval of the minutes of the Regular and Special Meetings of the Board of Directors of San Diego Community Power held on February 25, 2021**

   Approved.

2. **Treasurer's Report – Presentation of Financial Results for 2020/21 Period ended 1/31/21**

   Received and filed.

ACTION: Motioned by Director Baber (La Mesa) and seconded by Director Dedina (Imperial Beach) to approve Consent Calendar Items 1 through 2. The motion carried by the following vote:

Vote: 5-0

Yes:	Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Baber (La Mesa), Director Dedina (Imperial Beach), and Alternate Director LaCava (San Diego)
No:	None
Abstained:	None
Absent:	None

REGULAR AGENDA

3. **Operations and Administration Report from the Interim Chief Executive Officer**

   Interim CEO Carnahan provided an update on staff discussions with San Diego Gas and Electric (SDG&E), Net Energy Metering, the search for SDCP office space, the status of the various vendor requests for proposals ("RFP") and other solicitations, the implementation of the organization plan, the hiring and recruitment efforts, and.

   COO Hooven provided an update on the billing system and the hiring and recruitment efforts and announced the following new hires:
   - Lucas Utouh, Director of Data Analytics and Account Services
   - Lee Friedman, Account Services Manager
   - Nelson Lomeli, Program Manager

Power Services Director Vosburg provided an update on the purchase efforts for renewable energy, complying with the Resource Adequacy requirements, and the purchase of SDCP's market energy needs in accordance with its Energy Risk Management Policy.

Board questions and comments ensued.

Director of Regulatory and Legislative Affairs Fernandez and Ty Tosdal, Tosdal APC, provided a PowerPoint presentation on emergency reliability, SDG&E's elimination of seasonal rates, SDG&E's General Rate Case Phase II, Net Energy Metering 3.0, Disadvantaged Communities Green Tariff, Utility Cost and Affordability Report, and other energy regulatory affairs as they relate to the interests of SDCP.

Following Board questions and comments, no action was taken.

4. Committee Reports

Community Advisory Committee ("CAC") Vice Chair Hammond provided an update on the proceedings of the CAC.

Following Board questions and comments, no action was taken.

5. Market Update and Direction to Staff Regarding 2021 Rates

CEO Carnahan provided a PowerPoint presentation on the timeline for the approval of rates, the 2020-2021 market conditions, the pro forma financial model, and the rate-setting options.

Board questions and comments ensued.

ACTION: Motioned by Chair Mosca (Encinitas) and seconded by Alternate Director LaCava (San Diego) to: (1) receive the market update and direct staff to present revised 2021 rates to the SDCP Board of Directors for adoption on April 22, 2021 to be effective with SDCP's Phase 2 enrollment on June 1, 2021; and (2) direct staff to target generation rates that result in at least a 1% discount to corresponding service from SDG&E and a planned reserve margin contribution of at least 5%. The motion carried by the following vote:

Vote: 5-0

Yes:	Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Baber (La Mesa), Director Dedina (Imperial Beach), and Alternate Director LaCava (San Diego)
No:	None
Abstained:	None
Absent:	None

6. Approval of Support for Senate Bill 612

Director of Regulatory and Legislative Affairs Fernandez provided an overview of Senate Bill 612 and the purpose for supporting Senate Bill 612.

Board questions and comments ensued.

ACTION: Motioned by Vice Chair Padilla (Chula Vista) and seconded by Director Dedina (Imperial Beach) to adopt a support position for Senate Bill 612 (Portatino): the Ratepayer Equity Act. The motion carried by the following vote:

Vote: 5-0

Yes:	Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Baber (La Mesa), Director Dedina (Imperial Beach), and Alternate Director LaCava (San Diego)
No:	None
Abstained:	None
Absent:	None

DIRECTOR COMMENTS

There were no comments.

REPORTS BY MANAGEMENT AND GENERAL COUNSEL

There were no reports.

ADJOURNMENT

Chair Mosca (Encinitas) adjourned the meeting at 6:38 p.m.

Megan Wiegelman, CMC
Interim Board Clerk

Prepared by:
Kimberly Isley, Executive Assistant

SAN DIEGO COMMUNITY POWER

SAN DIEGO COMMUNITY POWER
Staff Report – Item 16

To: San Diego Community Power Board of Directors

From: Byron Vosburg, Director of Power Services

Via: Bill Carnahan, Interim Chief Executive Officer

Subject: Renewable Power Purchase Agreement with JVR Energy Park, LLC.

Date: May 27, 2021

RECOMMENDATION

Approve the Long-term Renewable Power Purchase Agreement with JVR Energy Park, LLC and authorize the Interim CEO to execute the agreement.

BACKGROUND

As SDCP strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term power purchase agreements (PPAs) of at least 10 years in duration will become integral components of its energy supply portfolio. Long-term PPAs provide renewable generation facility developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term PPA that SDCP signs with a developing facility will underpin a new, incremental renewable energy project. In addition, long-term PPAs lock in renewable energy supply around which SDCP can build its power supply portfolio while also providing power supply cost certainty around which SDCP can develop its pro forma financial model.

In response to last year's Long-term Renewable Energy Request for Offers (RFO), SDCP staff received offers from thirty-two suppliers or developers to purchase renewable energy from eighty-four unique project configurations. Staff reviewed these responses with the Ad Hoc Contracts Committee on August 4, 2020 and narrowed them down on August 18, 2020 to a "short-list" of potential projects with which to enter PPA negotiations. Staff reviewed three of these PPAs with the Finance and Risk Management Committee on April 15, 2021. The Vikings Energy Farm PPA was approved by the SDCP Board and executed last month; this month, we present for your review the remaining two PPAs with IP Oberon and JVR Energy Park. Together, these three PPAs represent a combined 340 MW of solar and 220 MW of storage capacity to be developed in Southern California. Generation from these three projects is expected to total 990,000 MWh per year, which is enough to serve approximately 200,000 SDCP customer households.

ANALYSIS AND DISCUSSION

Staff negotiated the attached PPA for the purchase of renewable energy from JVR Energy Park, which is a solar project to be developed near Jacumba Hot Springs, CA in San Diego County by BayWa r.e. ("BayWa").

The project has a guaranteed capacity of 90 MW of solar production and 70 MW of battery storage capacity. As previously reviewed with the Ad Hoc Contracts Committee, the contract offers competitive energy and capacity prices. The capacity from this project is especially valuable given the project's proximity to SDCP communities and eligibility for San Diego-Imperial Valley (SD-IV) Local Resource Adequacy ("RA").

Renewable energy produced by the facility will be an important ~260 GWh/year foundational block of long-term renewable energy deliveries within SDCP's power supply portfolio (~6,000 GWh/year once fully enrolled).

Below is additional information regarding BayWa and the draft PPA.

Background – BayWa r.e. ("Baywa")

- Jointly owned by BayWa AG (51%) and Energy Infrastructure Partners (49%)
  - BayWa AG founded in Munich, Germany in 1923
- Located in 30 countries; 4 GW installed worldwide; 10 GW under management; 1.5 GW operating/constructing in North America.
- US headquarters in Irvine, CA
- Previously completed 28 MW Jacumba Solar facility in 2017

Contract Overview – JVR Energy Park, LLC

- Project:
  - 90 MW Solar
  - 70 MW/280 MWh – Battery Energy Storage System (BESS)
- Project location: Jacumba Hot Springs, San Diego County, CA
- Guaranteed commercial operation date: March 31, 2023
- Contract term: 20 years
- Expected annual energy production: approximately 260,000 MWh (equivalent power for approximately 52,000 homes)
- Guaranteed energy production: 85% of projected annual deliveries
- Energy price:
  - Solar – Fixed energy price applicable to the full term of the agreement
  - Battery Energy Storage System – Fixed capacity price adjusted for efficiency, availability and verified capacity
- No credit or collateral obligations for SDCP
- SDCP would receive financial compensation in the event of seller's failure to successfully achieve certain development milestones

COMMITTEE REVIEW



This item was recommended for Board approval by the Finance and Risk Management Committee on April 15, 2021.

FISCAL IMPACT

The competitive energy and capacity pricing of the PPA are confidential, but the long-term purchase of renewable energy and capacity will provide SDCP with significant value and cost certainty over the term of this PPA

ATTACHMENTS

Attachment A: Renewable Power Purchase Agreement with JVR Energy Park, LLC

Execution Version

RENEWABLE POWER PURCHASE AGREEMENT

COVER SHEET

Seller: JVR Energy Park, LLC, a California limited liability company

Buyer: San Diego Community Power, a California joint powers authority

Description of Facility: A 90 MW_{AC} solar photovoltaic Generation Facility combined with a 70 MW_{AC} / 280 MWh_{AC} DC-coupled battery energy storage facility, limited to 90 MW_{AC} deliveries at the Delivery Point, as further described herein.

Milestones:

Milestone	Expected Date for Completion
Evidence of Site Control	Complete
Executed Interconnection Agreement	Complete
CEC Pre-Certification Obtained	Complete
Major Use Permit	[redacted]
Network Upgrades Completed	[redacted]
Expected Construction Start Date	[redacted]
Full Capacity Deliverability Status Obtained	[redacted]
Initial Synchronization	[redacted]
Expected Commercial Operation Date	[redacted]
Guaranteed Commercial Operation Date	[redacted]

Delivery Term: The period for Product delivery will be for Twenty (20) Contract Years.

Expected Energy:

Contract Year	Expected Energy (MWh_{AC})
1	[redacted]
2	[redacted]
3	[redacted]
4	[redacted]

5	[redacted]
6	[redacted]
7	[redacted]
8	[redacted]
9	[redacted]
10	[redacted]
11	[redacted]
12	[redacted]
13	[redacted]
14	[redacted]
15	[redacted]
16	[redacted]
17	[redacted]
18	[redacted]
19	[redacted]
20	[redacted]

Guaranteed PV Capacity: 90 MW_{AC}

Storage Contract Capacity: 70 MW_{AC}

Storage Contract Output: 280 MWh_{AC}

Minimum Storage Facility Discharging Loss Factor: [redacted]

Guaranteed Storage Availability: [redacted]

Maximum storage facility Cycles per year: [redacted]

Maximum storage facility Cycles per day: [redacted]

Capacity Attributes: Local RA within the SD-IV Area

Delivery Point: Facility PNode, as further described in Exhibit A

Contract Price

The Renewable Rate shall be:

Contract Year	Renewable Rate
1 – 20	$[redacted]/$MWh_{AC}$ (flat) with no escalation

The Storage Rate shall be:

Contract Year	Storage Rate
1 – 20	$[redacted]/$kW_{AC}$-mo. (flat) with no escalation

Product:

- ☒ PV Energy
- ☐ Wind Energy
- ☒ Discharging Energy*
- ☒ Green Attributes (Portfolio Content Category 1)
- ☒ Storage Capacity*
- ☒ Capacity Attributes (select options below as applicable)
  - ☐ Energy Only Status
  - ☒ Full Capacity Deliverability Status (completed)
- ☒ Ancillary Services, if applicable

Scheduling Coordinator: A party to be designated by Buyer, for the avoidance of doubt, other than Seller

Development Security: The sum of $[redacted]/$kW_{AC}$ of Guaranteed PV Capacity and $[redacted]/$kW_{AC}$ of Storage Contract Capacity

Performance Security: The sum of $[redacted]/$kW_{AC}$ of Guaranteed PV Capacity and $[redacted]/$kW_{AC}$ of Storage Contract Capacity.

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RENEWABLE POWER PURCHASE AGREEMENT

This Renewable Power Purchase Agreement ("**Agreement**") is entered into as of _____, 2021 (the "**Effective Date**"), between San Diego Community Power, a California joint powers authority ("**Buyer**") and JVR Energy Park, LLC, a California limited liability company ("**Seller**"). Buyer and Seller are sometimes referred to herein individually as a "**Party**" and jointly as the "**Parties**." All capitalized terms used in this Agreement are used with the meanings ascribed to them in Article 1 to this Agreement.

RECITALS

WHEREAS, Seller intends to develop, design, permit, construct, own or otherwise control, and operate the Facility; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, the Product;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1
DEFINITIONS

1.1 **Contract Definitions**. The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

"**AC**" means alternating current.

"**Accepted Compliance Costs**" has the meaning set forth in Section 3.11(d).

"**Adjusted Charging Energy**" means, for the applicable period, multiplying (i) the total Charging Energy by (ii) the Storage Facility Charging Loss Factor and then dividing the result by the (iii) the Storage Facility Discharging Loss Factor. For avoidance of doubt, this is intended to represent the energy at the Facility meter equivalent to the energy charged by the Storage Facility from the Generating Facility, as if it had been delivered directly to the Facility Meter.

"**Adjusted Discharging Energy**" means, for the applicable period, the result of multiplying (i) the total Discharging Energy for such period by (ii) the Storage Facility Discharging Loss Factor. For avoidance of doubt, this is intended to represent the energy discharged from the Storage Facility at the Facility meter.

"**Adjusted Energy Production**" has the meaning set forth in Exhibit G.

"**Adjusted Facility Energy**" means, for the applicable period, the sum of (a) the total Facility Energy for such period, plus (b) Adjusted Charging Energy, minus (c) Adjusted Discharging Energy for such period. For illustrative purposes, Adjusted Facility Energy = (a) + (b) – (c).

"**Affiliate**" means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of "Permitted Transferee", "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

"**Agreement**" has the meaning set forth in the Preamble and includes any Exhibits, schedules and any written supplements and amendments hereto, the Cover Sheet, and any designated collateral, credit support or similar arrangement between the Parties.

"**Alternative Dispatches**" has the meaning set forth in Section 4.5(f).

"**Ancillary Services**" means those Ancillary Services, as defined in the CAISO Tariff, that can be produced from the Storage Facility at any relevant time consistent with the terms and conditions of this Agreement, the Operating Restrictions and Prudent Operating Practice. For clarity, "Ancillary Services" as used herein does not include, at any relevant time, any ancillary services that the Facility is not actually physically capable of providing consistent with the terms and conditions of this Agreement, the Operating Restrictions, the Interconnection Agreement, the Facility's CAISO Certification, and Prudent Operating Practice.

"**Annual Storage Availability**" has the meaning set forth in Exhibit P.

"**Approved Forecast Vendor**" means (a) any of Clean Power Research SolarAnywhere, SolarGIS, CAISO, AWS Truepower/UL, DNV GL, or Tenaska Power Services Co., or (b) any other vendor reasonably acceptable to both Buyer and Seller for the purposes of providing or verifying the forecasts under Section 4.3(d).

"**Automated Dispatch System**" or "**ADS**" has the meaning set forth in the CAISO Tariff.

"**Automated Dispatches**" has the meaning set forth in Section 4.5(f).

"**Availability Adjusted Storage Contract Capacity**" has the meaning set forth in Exhibit P.

"**Available Generating Capacity**" means the capacity of the Generating Facility, expressed in whole MW_{SAC} deliverable at the Delivery Point, that is mechanically available to generate Energy assuming no Charging Energy or Discharging Energy during such period.

"**Available Storage Energy Capacity**" has the meaning set forth in Exhibit P(a).

"**Available Storage Power Capacity**" has the meaning set forth in Exhibit P(a).

"**Bankrupt**" means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

"Battery Augmentation" means any change to the Storage Facility equipment related to increasing or replenishing its ability to store Energy.

"**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

"**Buyer**" means San Diego Community Power, a California joint powers authority.

"**Buyer Bid Curtailment**" means occurrence of both of the following:

(a) the CAISO provides notice to a Party or the Scheduling Coordinator for the Generating Facility, requiring the Party to curtail any Facility Energy which would have been produced from the Facility for a period of time based on the full amount of Facility Energy forecasted for the Facility for such period in accordance with the most recent forecast available under Section 4.3 for the period specified in the CAISO notice and such curtailment notice results from actions of the Buyer or the SC; and

(b) the Facility either (i) did not submit a Self-Schedule for the MWhs subject to the reduction; or (ii) did submit a Self-Schedule in the Day-Ahead Market for the MWhs subject to the reduction, but thereafter submitted an Energy Supply Bid (as defined in the CAISO Tariff) in the Real-Time Market for such MWhs subject to the reduction.

Notwithstanding the occurrence of a curtailment as described in pargraph (a) and (b) above, if the Facility is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event or a Curtailment Period for all or any portion of the period covered in the curtailment notice from the CAISO described in paragraph (a), then the calculation of Deemed Delivered Energy during such period shall not include any PV Energy that was not generated or Charging Energy not stored due to such Planned Outage, Forced Facility Outage, Force Majeure Event or Curtailment Period.

"**Buyer Curtailment Order**" means the instruction from Buyer to Seller to reduce Facility Energy from the Facility by the amount, and for the period of time set forth in such instruction, for reasons unrelated to a Planned Outage, Forced Facility Outage, Force Majeure Event and/or Curtailment Order.

"**Buyer Curtailment Period**" means the period of time, as measured using current Settlement Intervals, during which Seller reduces Facility Energy from the Facility pursuant to or

as a result of (a) a Buyer Bid Curtailment, (b) a Buyer Curtailment Order, or (c) a Buyer Default which directly causes Seller to be unable to deliver Facility Energy to the Delivery Point; provided, that the duration of any Buyer Curtailment Period shall be inclusive of the time required for the Generating Facility to ramp down and ramp up.

"**Buyer Default**" means a failure by Buyer (or its agents) to perform Buyer's obligations hereunder, and includes an Event of Default of Buyer.

[redacted].

"**Buyer's WREGIS Account**" has the meaning set forth in Section 4.10(a).

"**CAISO**" means the California Independent System Operator Corporation or any successor entity performing similar functions.

"**CAISO Approved Meter**" means a CAISO approved revenue quality meter or meters, CAISO approved data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all Facility Energy delivered to the Delivery Point.

"**CAISO Certification**" means the certification and testing requirements for a storage unit set forth in the CAISO Tariff that are applicable to the Facility, including certification and testing for all Ancillary Services that are applicable to the Facility.

"**CAISO Dispatch**" means any Charging Notice or Discharging Notice given by the CAISO to the Facility, whether through ADS, AGC, Alternative Dispatches or any successor communication protocol, communicating an Ancillary Service Award (as defined in the CAISO Tariff) or directing the Storage Facility to charge or discharge at a specific MW_{AC} rate for a specified period of time or amount of MWh_{AC}.

"**CAISO Grid**" has the same meaning as "CAISO Controlled Grid" as defined in the CAISO Tariff.

"**CAISO Operating Order**" means the "operating order" defined in Section 37.2.1.1 of the CAISO Tariff.

"**CAISO Tariff**" means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

"**California Renewables Portfolio Standard**" or "**RPS**" means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

"**Capacity Attribute**" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate and deliver to the Delivery Point at a particular moment and that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits.

"**Capacity Availability Factor**" has the meaning set forth in Exhibit C.

"**Capacity Damages**" has the meaning set forth in Exhibit B.

"**Capacity Test**" or "**CT**" means the Commercial Operation Storage Capacity Test, Storage Capacity Test, or any other test conducted pursuant to Exhibit O.

"**CEC**" means the California Energy Commission, or any successor agency performing similar statutory functions.

"**CEC Certification and Verification**" means that the CEC has certified (or, with respect to periods before the date that is one hundred eighty (180) days following the Commercial Operation Date, that the CEC has pre-certified, as such date may be extended pursuant to Section 3.9) that the Facility or Generating Facility (as applicable) is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all Facility Energy or PV Energy (as applicable) delivered to the Delivery Point qualifies as generation from an Eligible Renewable Energy Resource.

"**CEC Precertification**" means that the CEC has issued a precertification for the Facility or the Generating Facility (as applicable) indicating that the planned operations of the Facility or the Generating Facility (as applicable) would comply with applicable CEC requirements for CEC Certification and Verification.

"**CEQA**" means the California Environmental Quality Act.

"**Change of Control**" means, except in connection with public market transactions of equity interests or capital stock of Seller's Ultimate Parent, any circumstance in which Ultimate Parent ceases to own, directly or indirectly through one or more intermediate entities, more than fifty percent (50%) of the outstanding equity interests in Seller; provided that in calculating ownership percentages for all purposes of the foregoing:

(a) any ownership interest in Seller held by Ultimate Parent indirectly through one or more intermediate entities shall not be counted towards Ultimate Parent's ownership interest in Seller unless Ultimate Parent directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any cash equity or tax equity provider) or assignee or transferee thereof shall be excluded from the total outstanding equity interests in Seller.

"**Charging Energy**" means all Energy produced by the Generating Facility that is delivered to the Storage Facility pursuant to a Charging Notice. All Charging Energy shall be used solely to charge the Storage Facility, and all Charging Energy shall be generated solely by the Generating Facility. For avoidance of doubt, Charging Energy shall be measured at the Storage Facility Meter.

"**Charging Notice**" means the operating instruction, and any subsequent updates, given by Buyer's SC or the CAISO to the Facility, directing the Storage Facility to charge Charging Energy at a specific MW_{DC} rate for a specified period of time or to an amount of MWh_{DC}, *provided* (a) any such operating instruction shall be in accordance with the Operating Restrictions and the CAISO Tariff and (b) subject to Section 7.1(b), if, during a period when the Storage Facility is so instructed to be charging, the actual power output level of the Generating Facility is less than the power level set forth in an applicable "Charging Notice", such "Charging Notice" shall be deemed to be automatically adjusted to be equal to the actual power level of the Generating Facility (as adjusted to reflect Electrical Losses). For the avoidance of doubt, (i) any Buyer request to initiate a Storage Capacity Test consistent with Section 4.9 shall not be considered a Charging Notice, and (ii) any Charging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order.

"**Claim**" has the meaning set forth in Section 16.2(a).

"**Clipped PV Energy**" means the amount of energy as would be measured at the Storage Facility Meter produced at the Generating Facility in excess of what can be delivered as $90MW_{AC}$ at the Delivery Point.

"**COD Certificate**" has the meaning set forth in Exhibit B.

"**Commercial Operation**" has the meaning set forth in Exhibit B.

"**Commercial Operation Date**" has the meaning set forth in Exhibit B.

"**Commercial Operation Delay Damages**" means an amount equal to (a) the Development Security amount required hereunder, *divided by* (b) one hundred and twenty (120).

"Commercial Operation Storage Capacity Test" means the Storage Capacity Test conducted in connection with Commercial Operation of the Storage Facility, including any additional Storage Capacity Test for additional Storage Facility capacity installed after the Commercial Operation Date pursuant to Section 5 of Exhibit B.

"**Compliance Actions**" has the meaning set forth in Section 3.12.

"**Compliance Expenditure Cap**" has the meaning set forth in Section 3.12.

"**Confidential Information**" has the meaning set forth in Section 18.1.

"**Construction Start**" has the meaning set forth in Exhibit B.

"**Construction Start Date**" has the meaning set forth in Exhibit B.

"**Contract Price**" has the meaning set forth on the Cover Sheet. For the avoidance of doubt, the Contract Price is each of the Renewable Rate and the Storage Rate.

"**Contract Term**" has the meaning set forth in Section 2.1.

"**Contract Year**" means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

"**Costs**" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

"**Cover Sheet**" means the cover sheet to this Agreement, which is incorporated into this Agreement.

"**COVID-19**" means the epidemic disease designated COVID-19 and the related virus designated SARS-CoV-2 and any mutations thereof, and the efforts of a Governmental Authority to combat such disease.

"**CPUC**" means the California Public Utilities Commission or any successor agency performing similar statutory functions.

"**Credit Rating**" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody's. If ratings by S&P and Moody's are not equivalent, the lower rating shall apply.

"**Curtailment Order**" means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, that such Party is required to curtail deliveries of Facility Energy for the following reasons: (i) any System Emergency, or (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO's electric system integrity or the integrity of other systems to which CAISO is connected; provided, however, that if the CAISO directs the Generating Facility to curtail production as a sole result of Buyer or the SC submitting a Self-Schedule that results in an Energy oversupply or potential Energy oversupply and Buyer or the SC are unable to resolve the issue with the CAISO, then such curtailment will be treated as Buyer Bid Curtailment.

(b) a curtailment ordered by the Participating Transmission Owner for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Participating Transmission Owner's electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected;

(c) a curtailment ordered by CAISO or the Participating Transmission Owner due to scheduled or unscheduled maintenance on the Participating Transmission Owner's transmission facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering Facility Energy to the Delivery Point; or

(d) a curtailment in accordance with Seller's obligations or limitations under its Interconnection Agreement with the CAISO, Participating Transmission Owner or distribution operator, including curtailments arising from Seller not possessing Full Capacity Deliverability Status as to one-hundred percent (100%) of the Installed Capacity, or other limitations on transfer capability under the Interconnection Agreement; or

(e) a curtailment resulting from the operation of any Storage Facility capacity in excess of the Storage Contract Capacity installed pursuant to Section 4.5(f).

provided, however, that a Curtailment Order will not include any curtailment that is a Buyer Bid Curtailment.

"**Curtailment Period**" means the period of time, as measured using current Settlement Intervals, during which Facility Energy from the Facility is reduced pursuant to a Curtailment Order; provided that the Curtailment Period shall be inclusive of the time required for the Generating Facility to ramp down and ramp up.

"**Cycles**" means, at any point in time during any Contract Year, the number of full equivalent charge/discharge cycles of the Storage Facility, calculated as: (a) the total cumulative amount of Discharging Energy from the Storage Facility at such point in time during such Contract Year (expressed in MWh_{AC}) *divided by* (b) the weighted average Storage Contract Capacity for such Contract Year to date *multiplied by* four (4).

"**Daily Delay Damages**" means an amount equal to (a) the Development Security amount required hereunder, divided by (b) one hundred twenty (120).

"**Damage Payment**" means a dollar amount not to exceed the amount of the Development Security, as measured in the aggregate pursuant to Section 11.7.

"**Day-Ahead Forecast**" has the meaning set forth in Section 4.3(c).

"**Day-Ahead Market**" has the meaning set forth in the CAISO Tariff.

"**Day-Ahead Schedule**" has the meaning set forth in the CAISO Tariff.

"**Deemed Delivered Energy**" means the amount of Energy expressed in MWh_{AC} that the Generating Facility would have produced and delivered to the Storage Facility or the Delivery Point, but that is not produced by the Generating Facility during a Buyer Curtailment Period, which amount shall be equal to the Real-Time Forecast (of the hourly expected PV Energy produced by the Generating Facility) provided pursuant to Section 4.3(d) for the period of time during the Buyer Curtailment Period (or other relevant period), less the amount of (i) PV Energy delivered to the Delivery Point directly from the Generating Facility and (ii) Adjusted Charging Energy, during the Buyer Curtailment Period (or other relevant period); provided that, if the applicable difference is negative, the Deemed Delivered Energy shall be zero (0). If the LMP for the Facility's PNode during any Settlement Interval was less than zero, Deemed Delivered Energy shall be reduced in such Settlement Interval by the amount of any Charging Energy that was not able to be delivered to the Storage Facility during such Settlement Interval due to the unavailability of the Storage Facility due to a Forced Facility Outage.

"**Defaulting Party**" has the meaning set forth in Section 11.1(a).

"**Deficient Month**" has the meaning set forth in Section 4.10(e).

"**Delivery Point**" means the Facility PNode.

"**Delivery Term**" shall mean the period of Contract Years set forth on the Cover Sheet beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

"**Development Cure Period**" has the meaning set forth in Exhibit B.

"**Development Security**" means (i) cash; or (ii) a Letter of Credit in the amount set forth on the Cover Sheet; or (iii) in the sole discretion of Buyer, a Guaranty.

"**Discharging Energy**" means all Energy delivered to the Delivery Point from the Storage Facility, net of the Electrical Losses and Station Use, as measured at the Storage Facility Metering Point by the Storage Facility Meter. For the avoidance of doubt, all Discharging Energy will have originally been delivered to the Storage Facility as Charging Energy.

"**Discharging Notice**" means the operating instruction, and any subsequent updates, given by Buyer or Buyer's SC or CAISO to the Facility, directing the Storage Facility to discharge Discharging Energy at a specific MW_{AC} rate for a specified period of time or amount of MWh_{AC}, *provided* that any such operating instruction or updates shall be in accordance with the Operating Restrictions and the CAISO Tariff, and (b) subject to Section 7.1(b), if, during a period when the Storage Facility is so instructed to be discharging, the sum of PV Energy and Discharging Energy would exceed the Interconnection Capacity Limit, such "Discharging Notice" shall be deemed to be automatically adjusted to reduce the amount of Discharging Energy so that the sum of Discharging Energy and PV Energy does not exceed the Interconnection Capacity Limit, until such time as Buyer's SC or CAISO issues a further modified Discharging Notice. For the avoidance of doubt, any Discharging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order.

"**Early Termination Date**" has the meaning set forth in Section 11.2(a).

"**Effective Date**" has the meaning set forth on the Preamble.

"**Effective FCDS Date**" means the date identified in Seller's Notice to Buyer (along with a Full Capacity Deliverability Status Finding from CAISO) as the date that the Facility has attained Full Capacity Deliverability Status.

"**Electrical Losses**" means subject to meeting any applicable CAISO requirements and in accordance with Section 7.1, all transmission or transformation losses (a) within the Generating Facility before the Delivery Point associated with delivery of PV Energy, (b) between the Storage Facility Metering Point and the Delivery Point associated with delivery of Discharging Energy, and (c) from within the Generating Facility to the Storage Facility Metering Point associated with delivery of Charging Energy. If any amounts included within the definitions of "Electrical Losses" and "Station Use" hereunder are duplicative, then for all relevant calculations hereunder it is intended that such amounts not be double counted or otherwise duplicated.

"**Eligible Renewable Energy Resource**" has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

"**Energy**" means the amount of electricity either used or generated, charged, or discharged over a period of time, expressed in terms of kilowatt-hours ("kWh") or megawatt-hours ("MWh"), as context dictates.

"**Energy Management System**" or "**EMS**" means the Storage Facility's energy management system.

"**Energy Supply Bid**" has the meaning set forth in the CAISO Tariff.

"**Event of Default**" has the meaning set forth in Section 11.1.

"**Excess MWh**" has the meaning set forth in Exhibit C.

"**Excused Event**" has the meaning set forth in Exhibit P.

"**Executed Interconnection Agreement Milestone**" means the date for completion of execution of the Interconnection Agreement by Seller and the PTO as set forth on the Cover Sheet.

"**Expected Commercial Operation Date**" is the date set forth on the Cover Sheet by which Seller reasonably expects to achieve Commercial Operation.

"**Expected Construction Start Date**" is the date set forth on the Cover Sheet by which Seller reasonably expects to achieve Construction Start.

"**Expected Energy**" means the quantity of PV Energy that Seller expects to be able to deliver to Buyer from the Generating Facility during each Contract Year or other time period

(assuming no Charging Energy or Discharging Energy during such Contract Year or time period) in the quantity specified on the Cover Sheet, which amount shall be adjusted proportionately to the reduction from Guaranteed PV Capacity to Installed PV Capacity pursuant to Section 5(a) of Exhibit B, if applicable.

"**Facility**" means the combined Generating Facility and the Storage Facility.

"**Facility Energy**" means PV Energy and/or Discharging Energy, as applicable, at the Delivery Point, during any Settlement Interval or Settlement Period, net of Electrical Losses and Station Use, as measured by the Facility Meter, will be adjusted in accordance with CAISO meter requirements and Prudent Operating Practices to account for Electrical Losses and Station Use.

"**Facility Meter**" means the CAISO Approved Meter that will measure all Facility Energy.

"**FERC**" means the Federal Energy Regulatory Commission or any successor government agency.

"**Force Majeure Event**" has the meaning set forth in Section 10.1.

"**Forced Facility Outage**" means an unexpected failure of one or more components of the Facility that prevents Seller from generating Energy or making Facility Energy available at the Delivery Point and that is not the result of a Force Majeure Event.

"**Forecasting Penalty**" means for each hour in which Seller does not provide the forecast required in Section 4.3(d) and Buyer incurs a loss or penalty resulting from Seller's failure and Buyer's scheduling activities in such hour with respect to Facility Energy, the product of (A) the absolute difference (if any) between (i) the expected PV Energy for such hour (which, for the avoidance of doubt, assumes no Charging Energy or Discharging Energy in such hour) set forth in the Monthly Forecast and (ii) the actual PV Energy produced by the Generating Facility (absent any Charging Energy and Discharging Energy), *multiplied by* (B) the absolute value of the Real-Time Price in such hour.

"**Forward Certificate Transfers**" has the meaning set forth in Section 4.10(a).

"**Full Capacity Deliverability Status**" has the meaning set forth in the CAISO Tariff.

"**Full Capacity Deliverability Status Finding**" means a written confirmation from the CAISO that the Facility is eligible for Full Capacity Deliverability Status.

"**Future Environmental Attributes**" shall mean any and all generation attributes (other than Green Attributes or Renewable Energy Incentives) under the RPS regulations or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable in the future, to the generation of electrical energy by the

Facility. Future Environmental Attributes do not include any Energy, Ancillary Services, reliability, or Capacity Attributes, or Tax Credits, associated with the construction or operation of the Facility, or other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation.

"**Gains**" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term, and include the value of Green Attributes, Renewable Energy Incentives, any Future Environmental Attributes (to the extent such are in existence at the time "Gains" are applicable under this Agreement), and Capacity Attributes. A Party shall use commercially reasonable efforts to obtain third-party information in order to determine Gains and shall use information available to it internally for such purpose only if it is unable, after using commercially reasonable efforts, to obtain relevant third-party information.

"**Generating Facility**" means the solar photovoltaic generating facility described on the Cover Sheet and in Exhibit A, located at the Site and including mechanical equipment and associated facilities and equipment required to deliver (i) PV Energy to the Delivery Point, and (ii) Charging Energy to the Storage Facility; provided, that the "Generating Facility" does not include the Storage Facility or the Shared Facilities.

"**Governmental Authority**" means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO and CPUC; *provided, however*, that "Governmental Authority" shall not in any event include any Party.

"**Green Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) Tax Credits, or (iii) emission reduction credits encumbered

or used by the Facility for compliance with local, state, or federal operating and/or air quality permits. Green Attributes under the preceding definition are limited to Green Attributes that exist under applicable Law as of the Effective Date.

"**Green Tag Reporting Rights**" means the right of a purchaser of renewable energy to report ownership of accumulated "Green Tags" in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

"**Green Tags**" means a unit accumulated on a MWh_{AC} basis where one (1) represents the Green Attributes associated with one (1) MWh_{AC} of Facility Energy.

"**Guaranteed Commercial Operation Date**" means the Expected Commercial Operation Date, as such date may be extended by the Development Cure Period.

"**Guaranteed Construction Start Date**" means the Expected Construction Start Date, as such date may be extended by the Development Cure Period.

"**Guaranteed Energy Production**" means an amount of Adjusted Facility Energy, as measured in MWh_{AC}, equal to the Guaranteed Energy Production Percentage *multiplied by* the total Expected Energy (as set forth on the Cover Sheet) for the applicable Performance Measurement Period.

"**Guaranteed Energy Production Percentage**" means [redacted].

"**Guaranteed PV Capacity**" means the amount of generating capacity of the Generating Facility, as measured in MW_{AC} at the Delivery Point, set forth on the Cover Sheet, as the same may be adjusted pursuant to Section 5(a) of Exhibit B.

"**Guaranteed Storage Availability**" has the meaning set forth in Section 4.8.

"**Guarantor**" means, with respect to Seller, (a) a Person that is reasonably acceptable to Buyer, or (b) any Person that (i) Buyer does not already have any material credit exposure to under any other agreements, guarantees, or other arrangements at the time its Guaranty is issued, (ii) has an Investment Grade Credit Rating, (iii) has a tangible net worth of at least One Hundred Fifty Million Dollars ($150,000,000), (iv) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction, and (v) executes and delivers a Guaranty for the benefit of Buyer.

"**Guaranty**" means a guaranty from a Guarantor provided for the benefit of Buyer substantially in the form attached as Exhibit L, or as reasonably acceptable to Buyer.

"**Imbalance Energy**" means the amount of Energy in MWh, in any given Settlement Period or Settlement Interval, by which the amount of Facility Energy deviates from the applicable amount of Scheduled Energy.

"**Indemnifiable Loss(es)**" has the meaning set forth in Section 16.1.

"**Indemnified Group**" has the meaning set forth in Section 16.1.

"**Initial Synchronization**" means the initial delivery of Facility Energy to the Delivery Point.

"**Installed Capacity**" has the meaning set forth in Exhibit I.

"**Installed PV Capacity**" means the actual PV generating capacity of the Generating Facility, as measured in MW_{AC} at the Delivery Point, that achieves Commercial Operation, as demonstrated by a performance test, adjusted for ambient conditions on the date of the performance test, and evidenced by a certificate substantially in the form attached as Exhibit I hereto.

"**Installed Storage Capacity**" means the maximum dependable operating capability of the Storage Facility to discharge electric energy, as measured in MW_{AC} at the Delivery Point, that achieves Commercial Operation, adjusted for ambient conditions on the date of the performance test, and as evidenced by a certificate substantially in the form attached as Exhibit I hereto. It is acknowledged that Seller shall have the right and option in its sole discretion to install Storage Facility capacity in excess of the Storage Contract Capacity; *provided*, Buyer shall have no rights to instruct Seller to (i) charge or discharge the Storage Facility at an instantaneous rate (in MW_{AC}) in excess of the Storage Contract Capacity; (ii) charge the Storage Facility to a level (in MWh_{AC}) in excess of the Storage Contract Capacity times four (4) hours; or iii) otherwise violate the Operating Restrictions.

"**Interconnection Agreement**" means the interconnection agreement entered into by Seller pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller's Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

"**Interconnection Capacity Limit**" means the maximum instantaneous amount of power that is permitted to be delivered to the Delivery Point under Seller's Interconnection Agreement, in the amount of 90 MW_{AC}.

"**Interconnection Facilities**" means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreement.

[redacted]

"**Interest Rate**" has the meaning set forth in Section 8.2.

"**Interim Deliverability Status**" has the meaning set forth in the CAISO Tariff.

"**Inter-SC Trade**" or "**IST**" has the meaning set forth in the CAISO Tariff.

"**Investment Grade Credit Rating**" means a Credit Rating of BBB- or higher by S&P or Fitch or Baa3 or higher by Moody's.

"**ITC**" means the investment tax credit established pursuant to Section 48 of the United States Internal Revenue Code of 1986.

"**Joint Powers Act**" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).

"**Joint Powers Agreement**" means that certain Joint Powers Agreement dated October 30, 2017, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

"**kWh**" means a kilowatt-hour measured in alternating current, unless expressly stated in terms of direct current.

"**Law**" means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

"**Lender**" means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt (including back-leverage debt), public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any Person directly or indirectly providing financing or refinancing for the Facility, and any trustee or agent or similar representative acting on their behalf, (ii) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

"**Letter(s) of Credit**" means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank (a) having a Credit Rating of at least A- with an outlook designation of "stable" from S&P or A3 with an outlook designation of "stable" from Moody's or (b) being reasonably acceptable to Buyer, in a form substantially similar to the letter of credit set forth in Exhibit K.

"**Licensed Professional Engineer**" means an independent, professional engineer selected by Seller and reasonably acceptable to Buyer, licensed in the State of California.

"**Local Capacity Area Resources**" has the meaning set forth in the CAISO Tariff.

"**Locational Marginal Price**" or "**LMP**" has the meaning set forth in the CAISO Tariff.

[redacted]

"**Losses**" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes, and Renewable Energy Incentives.

"**Lost Output**" has the meaning set forth in Section 4.7.

"**Major Project Development Milestone**" has the meaning set forth in in Exhibit B.

"**Master File**" has the meaning set forth in the CAISO Tariff.

"**Maximum Available Clipped PV Energy**" means, for the day in question, [redacted].

"**Maximum Charging Capacity**" has the meaning set forth in in Exhibit A.

"**Maximum Discharging Capacity**" has the meaning set forth in in Exhibit A.

"**Milestones**" means the development activities for significant permitting, interconnection, financing and construction milestones set forth on the Cover Sheet.

"**Monthly Capacity Payment**" means the payment required to be made by Buyer to Seller each month of the Delivery Term as compensation for the Storage Contract Capacity and Capacity Attributes associated with the Storage Facility, as calculated in accordance with Exhibit C.

"**Monthly Delivery Forecast**" has the meaning set forth in Section 4.3(b).

"**Moody's**" means Moody's Investors Service, Inc., or its successors.

"**MW**" means megawatts in alternating current, unless expressly stated in terms of direct current.

"**MWh**" means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

"**Negative LMP**" means, in any Settlement Interval, the Real-Time Market LMP at the Facility's PNode is less than Zero dollars ($0).

"**Negative LMP Costs**" has the meaning set forth in Exhibit C.

"**NERC**" means the North American Electric Reliability Corporation or any successor entity performing similar functions.

"**Net Qualifying Capacity**" has the meaning set forth in the CAISO Tariff.

"**Network Upgrades**" has the meaning set forth in the CAISO Tariff.

"**Non-Defaulting Party**" has the meaning set forth in Section 11.2.

"**Notice**" shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, or electronic messaging (e-mail).

"**Notice of Claim**" has the meaning set forth in Section 16.2.

"**On-Peak Hour**" means any hour from hour-ending 0700 to hour-ending 2200 (i.e., 6:00 AM to 9:59 PM) on Monday through Saturday, Pacific Prevailing Time, excluding North American Electric Reliability Council (NERC) holidays.

"**Operating Restrictions**" means those rules, requirements, and procedures set forth on Exhibit Q and any other restriction pursuant to Prudent Operating Practice.

"**Participating Transmission Owner**" or "**PTO**" means an entity that owns, operates and maintains transmission or distribution lines and associated facilities or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Owner is set forth in Exhibit A.

"**Party**" or "**Parties**" has the meaning set forth in the Preamble.

"**Performance Measurement Period**" means each two (2) consecutive Contract Years commencing with the first Contract Year so that the first Performance Measurement Period shall include Contract Years 1 and 2. For the avoidance of doubt, Performance Measurement Periods shall overlap, so that if the first Performance Measurement Period is comprised of Contract Years 1 and 2, the second Performance Measurement Period shall be comprised of Contract Years 2 and 3, the third Performance Measurement Period shall be comprised of Contract Years 3 and 4, and so on; provided, however, that a new Performance Measurement Period shall begin following any Performance Measurement Period for which Seller pays any liquidated damages or provides any Replacement Product under Section 4.7. Thus, for example, if Seller pays any liquidated damages

or provides any Replacement Product under Section 4.7 for the Performance Measurement Period that is comprised of Contract Years 4 and 5, the next Performance Measurement Period shall be comprised of Contract Years 6 and 7.

"**Performance Security**" means (i) cash or (ii) a Letter of Credit or (iii) a Guaranty (if permitted by Buyer, in its sole discretion) in the amount set forth on the Cover Sheet.

"**Permitted Transferee**" means (i) any Affiliate of Seller or (ii) any entity that satisfies, or is controlled by another Person that satisfies, the following requirements:

(a) either (i) has a tangible net worth of not less than one hundred million dollars ($100,000,000) or an Investment Grade Credit Rating, or (ii) provides a replacement of the Development Security or Performance Security, as applicable; and

(b) At least two (2) years of experience in the ownership and operations of power generation facilities and energy storage facilities similar to the Facility, or has retained a third-party with such experience to operate the Facility.

"**Person**" means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

"**Planned Outage**" means a period during which the Facility is either in whole or in part not capable of providing service due to planned maintenance that has been scheduled in accordance with Section 4.6(a).

"**PNode**" has the meaning set forth in the CAISO Tariff.

"**Portfolio**" means the single portfolio of electrical energy generating, energy storage, or other assets and entities, including the Facility (or the interests of Seller or Seller's Affiliates or the interests of their respective direct or indirect parent companies), that is pledged as collateral security in connection with a Portfolio Financing.

"**Portfolio Content Category**" means PCC1, PCC2 or PCC3, as applicable.

"**Portfolio Content Category 1**" or "**PCC1**" means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

"**Portfolio Financing**" means any debt incurred by an Affiliate of Seller that is secured only by a Portfolio.

"**Portfolio Financing Entity**" means any Affiliate of Seller that incurs debt in connection with any Portfolio Financing.

[redacted]

"**Product**" has the meaning set forth on the Cover Sheet.

"**Progress Report**" means a progress report including the items set forth in Exhibit E.

"**Prudent Operating Practice**" means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric utility and independent power producer industry during the relevant time period with respect to grid-interconnected, utility-scale generating facilities with integrated energy storage in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale generating facilities with integrated energy storage in the Western United States. Prudent Operating Practice includes compliance with applicable Laws, applicable reliability criteria, and the applicable criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

"**PTC**" means the production tax credit established pursuant to Section 45 of the United States Internal Revenue Code of 1986.

"**PV Energy**" means Energy that is generated using photo-voltaic cells at the Generating Facility and delivered directly to the Delivery Point, net of Electrical Losses, and is not Charging Energy or Discharging Energy.

"**Qualifying Capacity**" has the meaning set forth in the CAISO Tariff.

"**RA Deficiency Amount**" means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 3.8(b).

"**RA Guarantee Date**" means the date set forth in the deliverability Section of the Cover Sheet, which is the date the Facility is expected to achieve Interim or Full Capacity Deliverability Status.

"**RA Shortfall Month**" means, for purposes of calculating an RA Deficiency Amount under Section 3.8(b), any month, commencing on the RA Guarantee Date, during which the Net Qualifying Capacity of the Facility for such month was less than the Qualifying Capacity of the Facility for such month.

"**Real-Time Forecast**" means any Notice of any change to the Available Generating Capacity, Available Storage Power Capacity, Available Storage Energy Capacity, or hourly expected Energy delivered by or on behalf of Seller pursuant to Section 4.3(d).

"**Real-Time Market**" has the meaning set forth in the CAISO Tariff.

"**Real-Time Price**" means the Resource-Specific Settlement Interval LMP as defined in the CAISO Tariff. If there is more than one applicable Real-Time Price for the same period of time, Real-Time Price shall mean the price associated with the smallest time interval.

"**Remedial Action Plan**" has the meaning in Section 2.4.

"**Renewable Energy Credit**" has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

"**Renewable Energy Incentives**" means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility, including any cash grant or similar or substitute payment in lieu of federal Tax credits available under subsequently enacted federal legislation; and (c) any other form of incentive relating in any way to the Facility that is not a Green Attribute or a Future Environmental Attribute.

"**Renewable Rate**" has the meaning set forth on the Cover Sheet.

"**Replacement Energy**" has the meaning set forth in Exhibit G.

"**Replacement Green Attributes**" has the meaning set forth in Exhibit G.

"**Replacement Product**" has the meaning set forth in Exhibit G.

"**Replacement RA**" means Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Facility with respect to the applicable month in which a RA Deficiency Amount is due to Buyer and, to the extent that the Facility would have qualified as a Local Capacity Area Resource for such month, described as a Local Capacity Area Resource and located within the same Local Capacity Area.

"**Resource Adequacy Benefits**" means the rights and privileges attached to the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and includes any local, zonal or otherwise locational attributes associated with the Facility.

"**Resource Adequacy Rulings**" means all CPUC rulings and decisions governing resource adequacy that are currently in effect and applicable to the performance of this Agreement and any future ruling or decision, or any other resource adequacy Law, however described, as such

decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Delivery Term.

"**S&P**" means the Standard & Poor's Financial Services, LLC (a subsidiary of S&P Global Inc.) or its successor.

"**SCADA Systems**" means the standard supervisory control and data acquisition systems to be installed by Seller as part of the Facility, including those system components that enable Seller to receive ADS and AGC instructions from the CAISO or similar instructions from Buyer's SC.

"**Schedule**" has the meaning set forth in the CAISO Tariff, and "**Scheduled**" has a corollary meaning.

"**Scheduled Energy**" means the Facility Energy that clears under the applicable CAISO market based on the final Day-Ahead Schedule, FMM Schedule (as defined in the CAISO Tariff), or any other financially binding Schedule, market instruction or dispatch for the Facility for a given period of time implemented in accordance with the CAISO Tariff.

"**Scheduling Coordinator**" or "**SC**" means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in "Responsibilities of a Scheduling Coordinator," of the CAISO Tariff, as amended from time to time.

[redacted]

"**Security Interest**" has the meaning set forth in Section 8.8.

"**Self-Schedule**" has the meaning set forth in the CAISO Tariff.

"**Seller**" has the meaning set forth on the Cover Sheet.

"**Seller's WREGIS Account**" has the meaning set forth in Section 4.10(a).

"**Settlement Amount**" means the Non-Defaulting Party's (or in the case of Section 3.10(d)(v), Seller's) Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party's (or in the case of Section 3.10(d)(v), Seller's) Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party (or in the case of Section 3.10(d)(v), Seller). If the Non-Defaulting Party's (or in the case of Section 3.10(d)(v), Seller's) Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars ($0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

"**Settlement Interval**" has the meaning set forth in the CAISO Tariff.

"**Settlement Period**" has the meaning set forth in the CAISO Tariff.

"**Shared Facilities**" means the gen-tie lines, transformers, substations, or other equipment, permits, contract rights, and other assets and property (real or personal), in each case, as necessary to enable delivery of energy from the Facility (which is excluded from Shared Facilities) to the point of interconnection, including the Interconnection Agreement itself, that are used in common with third parties.

"**Site**" means the real property on which the Facility is or will be located, as further described in Exhibit A.

"**Site Control**" means that Seller (or, prior to the Delivery Term, its Affiliate): (a) owns or has the option to purchase the Site; (b) is the lessee or has the option to lease the Site; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Site.

"**SOC**" or "**State of Charge**" means the (a) Stored Energy Level, as defined at whatever point is measured of the Storage Facility relative to (b) the result of multiplying (i) the Storage Contract Capacity by (ii) four (4) hours; expressed as a percentage.

"**Station Use**" means the Energy (including Energy produced or discharged by the Facility) that is used within the Facility to power the lights, motors, temperature control systems, control systems, and other electrical loads that are necessary for operation of the Facility.

"**Storage Capacity Test**" means any test or retest of the capacity of the Storage Facility conducted in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

"**Storage Contract Capacity**" means the total capacity (in MW_{AC}) of the Storage Facility initially equal to the Storage Contract Capacity amount set forth on the Cover Sheet, as the same may be adjusted in accordance with Section 5(b) of Exhibit B and from time to time pursuant to Section 4.9 and Exhibit O to reflect the results of the most recently performed Storage Capacity Test.

"**Storage Facility**" means the energy storage facility described on the Cover Sheet and in Exhibit A (including the operational requirements of the energy storage facility) and in Exhibit R, located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Storage Product (but excluding any Shared Facilities), and as such energy storage facility may be expanded or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Storage Facility Charging Loss Factor**" is determined by the Storage Capacity Test, and represents the result of subtracting from the number one (1) [redacted]

[redacted].

"**Storage Facility Discharging Loss Factor**" is determined by the Storage Capacity Test, and shall not fall below the minimum value set forth on the Cover Sheet and represents the result of subtracting from the number one (1) the percentage of electrical losses associated with Energy physicaly stored in the Storage facility (as read by the Storage Facility meter in MWh_{DC}) being discharged to the Delivery point as Discharging Energy. For example, the difference between the Stored Energy Level in MWh_{AC} at the Delivery point after losses was 10% less than the physically stored energy level in MWh_{DC} at the Storage Facility meter, then the Storage Facility Discharging Loss Factor would be (.90).

"**Storage Facility Meter**" means, as applicable, all or part of the equipment and software, including the EMS, along with a compatible data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, the amount of Charging Energy delivered to the Storage Facility Metering Points and the amount of Discharging Energy discharged from the Storage Facility at the Storage Facility Metering Points to the Delivery Point for the purpose of invoicing in accordance with Section 8.1. For clarity, the Facility may contain multiple measurement devices that will make up the Storage Facility Meter, and, unless otherwise indicated, references to the Storage Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

"**Storage Facility Metering Point**" means the location(s) of the Storage Facility Meter(s) shown on Exhibit R.

"**Storage Product**" means (a) Discharging Energy, (b) Capacity Attributes, if any, (c) Available Storage Energy Capacity, (d) Available Storage Power Capacity, and (e) Ancillary Services (as defined in the CAISO Tariff), if any, in each case arising from or relating to the Storage Facility.

"**Storage Rate**" has the meaning set forth on the Cover Sheet.

"**Stored Energy Level**" means, at a particular time, the amount of Energy in the Storage Facility available to be discharged as Discharging Energy, as defined at whatever point is measured. The Parties acknowledge that, taking into account Electrical Losses to the Delivery Point, the actual amount of Energy (expressed in MWh_{DC}) physically stored in the Storage Facility at any moment in time shall be greater than the Stored Energy Level as measured at the Delivery Point (expressed in MWh_{AC}) as defined in the preceding sentence, and the Facility's energy management system shall provide a continuous monitoring and read out of the Stored Energy Level as defined in the preceding sentence as measured at the Delivery Point.

"**System Emergency**" means any condition that requires, as determined and declared by CAISO or the PTO, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability.

"**Tax**" or "**Taxes**" means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

"**Tax Credits**" means the PTC, ITC and any other state, local and/or federal production tax credit, depreciation benefit, tax deduction and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy or battery storage facilities.

"**Terminated Transaction**" has the meaning set forth in Section 11.2(a).

"**Termination Payment**" has the meaning set forth in Section 11.3.

"**Test Energy**" means Facility Energy delivered (a) commencing on the later of (i) the first date that the CAISO informs Seller in writing that Seller may deliver Facility Energy to the CAISO and (ii) the first date that the PTO informs Seller in writing that Seller has conditional or temporary permission to operate in parallel with the CAISO grid, and (b) ending upon the occurrence of the Commercial Operation Date.

"**Test Energy Rate**" has the meaning set forth in Section 3.6.

"**Transmission System**" means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service within the CAISO grid from the Delivery Point.

"Transmission System Outage" means an outage on the Transmission System, other than a System Emergency, that is not caused by Seller's actions or inactions and that prevents Buyer or the CAISO (as applicable) from receiving Facility Energy onto the Transmission System.

"**Ultimate Parent**" means BayWa r.e. Solar Projects, LLC, a Delaware limited liability company.

"**Variable Energy Resource**" or "**VER**" has the meaning set forth in the CAISO Tariff.

"**WREGIS**" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

"**WREGIS Certificate Deficit**" has the meaning set forth in Section 4.10(e).

"**WREGIS Certificates**" has the same meaning as "Certificate" as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

"**WREGIS Operating Rules**" means those operating rules and requirements adopted by WREGIS as of May 1, 2018, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 **Rules of Interpretation**. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words "hereof", "herein", and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement means such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person's successors and permitted assigns;

(g) the term "including" means "including without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this

Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(l) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2
TERM; CONDITIONS PRECEDENT

2.1 **Contract Term**.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions and any contract term extension provisions set forth herein ("**Contract Term**"); provided, however, that subject to Buyer's obligations in Section 3.6, Buyer's obligations to pay for or accept any Product are subject to Seller's completion of the conditions precedent pursuant to Section 2.2.

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 18 and all audit rights shall remain in full force and effect for two (2) years following the termination of this Agreement and all indemnity obligations shall remain in full force and effect for two (2) years following the termination of this Agreement.

2.2 **Conditions Precedent**. The Delivery Term shall not commence until Seller completes each of the following conditions:

(a) Seller has delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of Exhibit H and (ii) a certificate from a Licensed Professional Engineer substantially in the form of Exhibit I setting forth the Installed Capacity on the Commercial Operation Date;

(b) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO shall have been executed and delivered and be in full force and effect, and a copy of each such agreement delivered to Buyer;

(c) An Interconnection Agreement between Seller and the PTO shall have been executed and delivered and be in full force and effect and a copy of the Interconnection Agreement delivered to Buyer;

(d) All applicable regulatory authorizations, approvals and permits required for the operation of the Facility have been obtained and all required conditions thereof that are capable

of being satisfied on the Commercial Operation Date have been satisfied and shall be in full force and effect;

(e) Seller has received CEC Precertification of the Facility (and reasonably expects to receive final CEC Certification and Verification for the Facility in no more than one hundred eighty (180) days from the Commercial Operation Date);

(f) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements that are reasonably capable of being completed prior to the Commercial Operation Date under WREGIS rules, including (as applicable) the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system;

(g) Seller has delivered the Performance Security to Buyer in accordance with Section 8.8; and

(h) Seller has paid Buyer for all amounts owing under this Agreement as of the Commercial Operation Date, if any, including Daily Delay Damages and Commercial Operation Delay Damages.

2.3 **Development; Construction; Progress Reports**. Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the Commercial Operation Date, Seller shall provide to Buyer a Progress Report, and when requested by Buyer, shall conduct telephonic meetings (unless office meetings are agreed to by the Parties) between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit E, and shall include such additional information as may be reasonably requested by Buyer from time to time. Seller shall also provide Buyer with any reasonably requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller. For the avoidance of doubt, as between Seller and Buyer, Seller is solely responsible for the design and construction of the Facility, including the location of the Site, obtaining all permits and approvals to build the Facility, the Facility layout, and the selection and procurement of the equipment comprising the Facility.

2.4 **Remedial Action Plan**. If Seller (a) misses the Guaranteed Construction Start Date, (b) misses three (3) or more Milestones (other than the Guaranteed Construction Start Date), or (c) misses any one (1) Milestone (other than the Guaranteed Construction Start Date) by more than ninety (90) days, except as the result of Force Majeure Event or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days after the occurrence of (a), (b) or (c), a remedial action plan ("**Remedial Action Plan**"), which will describe in detail any delays (actual or anticipated) beyond the scheduled Milestone dates, including the cause of the delay, if known (e.g.,

governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller's detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; provided, that delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. Subject to the provisions of Exhibit B, so long as Seller complies with its obligations under this Section 2.4, Seller shall not be considered in default of its obligations under this Agreement solely as a result of missing any Milestone.

ARTICLE 3
PURCHASE AND SALE

3.1 **Purchase and Sale of Product**. Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer will purchase and receive all of the Product produced by or associated with the Facility at the Contract Price and in accordance with Exhibit C, and Seller shall supply and deliver to Buyer all of the Product produced by or associated with the Facility (net of applicable losses). At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Product, provided that no such re-sale or use shall relieve Buyer of any obligations hereunder. During the Delivery Term, Buyer will have exclusive rights to offer, bid, and/or otherwise submit the Product, or any component thereof, from the Facility after the Delivery Point for resale into the market or to any third party, and retain and receive any and all related revenues. Subject to Buyer's obligation to purchase Product in accordance with this Section 3.1 and Exhibit C, Buyer has no obligation to pay Seller the Renewable Rate for any Product from the Generating Facility for which the associated PV Energy or Discharging Energy is not or cannot be delivered to the Delivery Point as a result of an outage of the Facility, a Force Majeure Event, or a Curtailment Order.

3.2 **Sale of Green Attributes**. During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller, all Green Attributes attributable to the Facility Energy generated by the Facility. Upon request of Buyer, Seller shall use commercially reasonable efforts to (a) submit, and receive approval from the Center for Resource Solutions (or any successor that administers the Green-e Certification process), for the Green-e tracking attestations and (b) support Buyer's efforts to qualify the Green Attributes transferred by Seller as Green-e Certified.

3.3 **Imbalance Energy**. Buyer and Seller recognize that in any given Settlement Period the amount of Facility Energy may deviate from the amount of energy scheduled with the CAISO. To the extent there are such deviations, any costs or revenues from such imbalances shall be solely for the account of Buyer.

3.4 **Ownership of Renewable Energy Incentives**. Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer

shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

3.5 **Future Environmental Attributes**.

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.5(a), and Sections 3.5(b) and 3.12, in such event, Buyer shall bear all costs and risks associated with the transfer, qualification, verification, registration and ongoing compliance for such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated with such Future Environmental Attributes. Seller shall have no obligation to bear any costs, losses or liability, or alter the Facility or the operation of the Facility, unless the Parties have agreed on all necessary terms and conditions relating to such alteration or change in operation and Buyer has agreed to reimburse Seller for all costs, losses, and liabilities associated with such alteration or change in operation.

(b) If Buyer elects to receive Future Environmental Attributes pursuant to Section 3.5(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs to Buyer, as set forth above (in any event subject to Section 3.12); *provided*, that the Parties acknowledge and agree such terms are not intended to alter the other material terms of this Agreement.

3.6 **Test Energy**. No less than fourteen (14) days prior to the first day on which Test Energy is expected to be available from the Facility, Seller shall notify Buyer of the availability of and expected duration of the Test Energy. If and to the extent the Facility generates Test Energy, Seller shall sell and Buyer shall purchase from Seller all Test Energy and any associated Products on an as-available basis for up to ninety (90) days from the first delivery of Test Energy. As compensation for such Test Energy and associated Product, Buyer shall pay Seller an amount equal to [redacted] of the Renewable Rate (the "**Test Energy Rate**"). For the avoidance of doubt, the conditions precedent in Section 2.2 are not applicable to the Parties' obligations under this Section 3.6.

3.7 **Capacity Attributes**. Seller shall request Full Capacity Deliverability Status in the CAISO generator interconnection process. As between Buyer and Seller, Seller shall be responsible for the cost and installation of any Network Upgrades associated with obtaining such Full Capacity Deliverability Status.

(a) Throughout the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all the Capacity Attributes from the Facility.

(b) Throughout the Delivery Term and subject to Section 3.12, Seller shall use commercially reasonable efforts to maintain eligibility for Full Capacity Deliverability Status or Interim Deliverability Status for the Facility from the CAISO and shall perform all commercially reasonable actions necessary to ensure that the Facility qualifies to provide Resource Adequacy Benefits to Buyer. Throughout the Delivery Term, and subject to Section 3.12, Seller hereby covenants and agrees to transfer all Resource Adequacy Benefits from the Facility to Buyer.

(c) For the duration of the Delivery Term and subject to Section 3.12, Seller shall take all commercially reasonable administrative actions, including complying with all applicable registration and reporting requirements, and execute all documents or instruments necessary to enable Buyer to use all of the Capacity Attributes committed by Seller to Buyer pursuant to this Agreement.

3.8 **Resource Adequacy Failure**.

(a) RA Deficiency Determination. For each RA Shortfall Month, Seller shall pay to Buyer the RA Deficiency Amount as liquidated damages and/or provide Replacement RA, as set forth in Section 3.8(b), as the sole remedy for the Capacity Attributes that Seller failed to convey to Buyer.

(b) RA Deficiency Amount Calculation. Commencing on the RA Guarantee Date, for each RA Shortfall Month, Seller shall pay to Buyer an amount (the "**RA Deficiency Amount**") equal to the product of the difference, expressed in kW, of (i) the Qualifying Capacity of the Facility (or, if applicable during the period between the RA Guarantee Date and the Effective FCDS date, the amount of Qualifying Capacity the Facility would reasonable be estimated to qualify for based on the CPUC-adopted qualifying capacity methodology(s) then in effect), minus (ii) the Net Qualfying Capacity of the Facility, *multiplied by* the price for CPM Capacity (in $/kW) as listed in Section 43A.7.1 of the CAISO Tariff (or its successor) ("**CPM Price**"); *provided* that Seller may, as an alternative to paying some or all of the RA Deficiency Amounts, provide Replacement RA in the amount of (X) the Qualifying Capacity of the Facility with respect to such month, minus (Y) the Net Qualifying Capacity of the Facility with respect to such month, provided that any Replacement RA capacity is communicated by Seller to Buyer with Replacement RA product information in a Notice substantially in the form of Exhibit M at least fifty (50) Business Days before the applicable CPUC operating month for the purpose of monthly RA reporting.

3.9 **CEC Certification and Verification**. Subject to Section 3.12 and in accordance with the timing set forth in this Section 3.9, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the current version of the *RPS Eligibility Guidebook* (or its successor) that are applicable to the Facility. Seller shall obtain CEC Precertification by the Commercial Operation Date. Within thirty (30) days after the Commercial Operation Date, Seller shall apply with the CEC for final CEC Certification and Verification. Within one hundred eighty (180) days after the Commercial Operation Date, Seller shall obtain and (subject to Section 3.12) maintain throughout the remainder of the Delivery Term the final CEC Certification

and Verification. Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller's application for CEC Certification and Verification for the Facility.

3.10 **[Reserved]**.

3.11 **RPS Standard Terms and Conditions**.

(a) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first delivery under this Agreement.

(b) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Facility qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Facility's electrical energy output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. The term "commercially reasonable efforts" as used in this Section 3.11 means efforts consistent with and subject to Section 3.12.

(c) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

3.12 **Compliance Expenditure Cap**.

(a) If a change in Law occurring after the Effective Date has increased Seller's known or reasonably expected cost to comply with Seller's obligations under this Agreement with respect to obtaining, maintaining, conveying or effectuating Buyer's use of (as applicable) Green Attributes or Capacity Attributes (as applicable), then the Parties agree that the maximum aggregate amount of out-of-pocket costs and expenses ("**Compliance Costs**") Seller shall be required to bear to comply with all of such obligations shall be capped at [redacted] per MW of Guaranteed Capacity, in the aggregate, during the Delivery Term ("**Compliance Expenditure Cap**"). Seller's internal administrative costs association with obtaining, maintaining, conveying or effectuating, Buyer's use of (as applicable) any Product are excluded from the Compliance Expenditure Cap.

(b) Any actions required for Seller to comply with its obligations set forth in

the first paragraph above, the Compliance Costs of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the "**Compliance Actions** [redacted].

(c) If Seller reasonably anticipates the need to incur Compliance Costs in excess of the Compliance Expenditure Cap in order to take any Compliance Action Seller shall provide Notice to Buyer of such anticipated Compliance Costs.

(d) If the Compliance Costs exceed the Compliance Expenditure Cap, then Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all or a portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the "**Accepted Compliance Costs**") on terms and conditions to be set forth in a written amendment to this Agreement, or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.12 within sixty (60) days after Buyer's receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take Compliance Actions that are the subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, these Compliance Actions for the remainder of the Contract Term.

(e) If Buyer agrees to pay for all or a portion of the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties in a commercially reasonable timeframe and Buyer shall reimburse Seller for it share of the Accepted Compliance Costs within sixty (60) days from receipt of an invoice, or as otherwise agreed upon by the Parties.

3.13 **Project Configuration**. In order to optimize the benefits of the Facility, Buyer and Seller each agree that if requested by the other Party, then Buyer and Seller will discuss in good faith potential reconfiguration of the Facility or Interconnection Facilities (including enabling the Storage Facility to be charged from the grid); provided that neither Party shall be obligated to agree to any changes under this Agreement, or to incur any expense in connection with such changes, except under terms mutually acceptable to both Parties in their sole discretion (and Seller's Lenders) as set forth in a written agreement executed by the Parties.

ARTICLE 4
OBLIGATIONS AND DELIVERIES

4.1 **Delivery**.

(a) Energy. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date and through the end of the Contract Term, Seller shall supply and deliver the Product to Buyer at the Delivery Point (except for Charging Energy), and Buyer shall take delivery of the Product at the Delivery Point (except for Charging Energy) in accordance with

the terms of this Agreement. Seller will be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Facility Energy to the Delivery Point, and including without limitation (but without limiting Buyer's obligation to pay amounts associated with the Storage Facility Discharge Loss Factor as expressly provided herein), Station Use, Electrical Losses, any costs associated with delivering the Charging Energy from the Generating Facility to the Storage Facility, and any operation and maintenance charges imposed on Seller by the PTO directly relating to the Facility's operations. Buyer shall be responsible for all costs, charges and penalties, if any, imposed in connection with the delivery of Facility Energy at and after the Delivery Point, including without limitation transmission costs and transmission line losses and imbalance charges. The PV Energy, Charging Energy, and Discharging Energy will be scheduled with the CAISO by Buyer (or Buyer's designated Scheduling Coordinator for the Facility) in accordance with Exhibit D.

(b) Green Attributes. All Green Attributes associated with the Facility Energy during the Delivery Term are exclusively dedicated to and will be conveyed to Buyer. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

(c) Ancillary Services; Environmental Attributes. If, at any time during the Contract Term, Buyer requests Seller to provide any new or different environmental attributes or Ancillary Services that may become recognized from time to time in the CAISO market and that are not expressly listed in Exhibit Q (including, for example, reactive power), and Seller is able to provide any such product from the Facility without material adverse effect (including any obligation to incur more than de minimis costs or liabilities) on Seller or the Facility or Seller's obligations or liabilities under this Agreement, then Seller shall use commercially reasonable efforts to coordinate with Buyer to provide such product. If provision of any such new product would have a material adverse effect (including any obligation to incur more than de minimis costs or liabilities) on Seller or the Facility or Seller's obligations or liabilities under this Agreement, then Seller shall be obligated to provide such product only if the Parties first execute an amendment to this Agreement with respect to such product that is mutually acceptable to both Parties.

4.2 **Title and Risk of Loss**.

(a) Energy. Notwithstanding Section 4.1(a), title to and risk of loss related to the Facility Energy, shall pass and transfer from Seller to Buyer at the Delivery Point. Seller warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.

(b) Green Attributes. Title to and risk of loss related to the Green Attributes associated with the Facility Energy shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 **Forecasting**. Seller shall provide the forecasts described below at its sole expense and in a format reasonably acceptable to Buyer (or Buyer's designee). Seller shall use commercially reasonable efforts to provide forecasts that are accurate and, to the extent not

inconsistent with the requirements of this Agreement, shall prepare such forecasts, or cause such forecasts to be prepared, in accordance with Prudent Operating Practices, including CAISO requirements applicable to projects similar to the Facility.

(a) Annual Forecast of Energy. No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) at the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide to Buyer and the SC for the Facility (if applicable) a non-binding forecast of each month's average-day expected PV Energy and Clipped PV Energy, by hour, for the following calendar year in a form substantially similar to the table found in Exhibit F-1, or as reasonably requested by Buyer.

(b) Monthly Forecast of PV Energy and Available Generating Capacity. No less than thirty (30) days before the beginning of Commercial Operation, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and the SC for the Facility (if applicable) a non-binding forecast of the hourly expected PV Energy, Clipped PV Energy, Available Generating Capacity, available Storage Energy Capacity, and Available Storage Power Capacity for each day of the following month in a form substantially similar to the table found in Exhibit F-2 ("**Monthly Delivery Forecast**").

(c) Day-Ahead Forecast. By 5:30 AM Pacific Prevailing Time on the Business Day immediately preceding the date of delivery, or as otherwise specified by Buyer consistent with Prudent Operating Practice, Seller shall provide Buyer with a non-binding forecast of (i) Available Generating Capacity and (ii) Available Storage Power Capacity, (iii) Available Storage Energy Capacity, and (iv) hourly expected PV Energy, and (v) Clipped PV Energy, in each case, for each Settlement Interval of each hour of the immediately succeeding day ("**Day-Ahead Forecast**"). A Day-Ahead Forecast provided in a day prior to any non-Business Day(s) shall include non-binding forecasts for the immediate day, each succeeding non-Business Day and the next Business Day. Each Day-Ahead Forecast shall clearly identify, for each Settlement Interval of each hour, Seller's best estimate of (i) the Available Generating Capacity and (ii) the Available Storage Power Capacity and (iii) Available Storage Energy Capacity and (iv) the hourly expected Energy, and (v) Stored Energy Level. These Day-Ahead Forecasts shall be sent to Buyer's on-duty Scheduling Coordinator. If Seller fails to provide Buyer with a Day-Ahead Forecast as required herein for any period, then for such unscheduled delivery period only Buyer shall rely on any Real-Time Forecast provided in accordance with Section 4.3(d) or the Monthly Delivery Forecast or Buyer's best estimate based on information reasonably available to Buyer.

(d) Real-Time Forecasts. During the Delivery Term, Seller shall notify Buyer of any changes from the Day-Ahead Forecast of one (1) MW_{AC} or more in (i) Available Generating Capacity, (ii) Avaible Storage Power Capacity, (iii) Available Storage Energy Capacity, (iv) hourly expected Energy, or (v) Clipped PV Energy in each case, whether due to Forced Facility Outage, Force Majeure or other cause, as soon as reasonably possible, but no later than one (1) hour prior to the deadline for submitting Schedules to the CAISO in accordance with the rules for participation in the Real-Time Market. If the Available Generating Capacity, Available Storage Power Capacity, or hourly expected Energy changes by at least one (1) MW_{AC} as of a time that is less than one (1) hour prior to the Real-Time Market deadline, but before such deadline, then Seller

must notify Buyer as soon as reasonably possible. Such Real-Time Forecasts of PV Energy shall be provided by an Approved Forecast Vendor and shall contain information regarding the beginning date and time of the event resulting in the change in Available Generating Capacity, Available Storage Power Capacity, Available Storage Energy Capacity, Clipped PV Energy, or hourly expected Energy, as applicable, the expected end date and time of such event, and any other information required by the CAISO or reasonably requested by Buyer. Seller shall also provide access to routinely updated forecasts for each Settlement Interval of each hour of the expected Energy. Such real-time forecasts of Energy shall be provided by the CAISO, or if the CAISO does not provide such forecasts for the Facility then such forecasts shall be provided by an Approved Forecast Vendor. With respect to any Forced Facility Outage, Seller shall use commercially reasonable efforts to notify Buyer of such outage within ten (10) minutes of the commencement of the Forced Facility Outage. Seller shall inform Buyer of any developments that will affect either the duration of such outage or the availability of the Facility during or after the end of such outage. These Real-Time Forecasts shall be communicated in a method reasonably acceptable to Buyer; provided that Buyer specifies the method no later than sixty (60) Business Days prior to the effective date of such requirement. In the event Buyer fails to provide Notice of an acceptable method for communications under this Section 4.3(d), then Seller shall send such communications by telephone and e-mail to the SC and by email to the Buyer.

(e) Forced Facility Outages. Notwithstanding anything to the contrary herein, Seller shall promptly notify Buyer's on-duty Scheduling Coordinator of Forced Facility Outages, and Seller shall keep Buyer informed of any developments that will affect either the duration of the outage or the availability of the Facility during or after the end of the outage.

(f) Forecasting Penalties. Subject to a Force Majeure Event, in the event Seller does not in a given hour provide the forecast required in Section 4.3(d) and Buyer incurs a loss or penalty resulting from Seller's failure and Buyer's scheduling activities with respect to PV Energy during such hour, Seller shall be responsible for a Forecasting Penalty for each such hour. Settlement of Forecasting Penalties shall occur as set forth in Article 8 of this Agreement.

(g) CAISO Tariff Requirements. To the extent such obligations are applicable to the Facility, Seller will comply with all applicable obligations for Variable Energy Resources under the CAISO Tariff and the Eligible Intermittent Resource Protocol, including providing appropriate operational data and meteorological data, and will fully cooperate with Buyer, Buyer's SC, and CAISO, in providing all data, information, and authorizations required thereunder.

4.4 **Dispatch Down/Curtailment**.

(a) General. Seller agrees to reduce the amount of PV Energy and/or Discharging Energy produced by the Facility, by the amount and for the period set forth in any applicable Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment, provided that Seller is not required to reduce such amount to the extent such reduction or any such Curtailment Order, Buyer Curtailment Order or notice is inconsistent with the (i) limitations of the Facility set out in the Operating Restrictions and (ii) with a directive from CAISO or the Transmission Provider.

(b) Buyer Curtailment. Buyer shall have the right to order Seller to curtail deliveries of Facility Energy through Buyer Curtailment Orders, provided that Buyer shall pay Seller for all Deemed Delivered Energy associated with a Buyer Curtailment Period at the Renewable Rate.

(c) Charging during curtailment. Seller may at its discretion automatically use PV Energy that is subject to an applicable Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment, as Charging Energy, by the amount and for the period set forth in any applicable Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment, provided that such charging is consistent with the (i) limitations of the Facility set out in the Operating Restrictions and (ii) with a directive from CAISO or the Transmission Provider.

(d) Failure to Comply. If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh_{AC} of Facility Energy that is delivered by the Facility to the Delivery Point that is in excess of the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh_{AC} at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such excess MWh_{AC} (excluding any excess MWhs delivered to reasonably comply with the limitation of the Facility set out in the Operating Restrictions) and, (B) is the sum, for all Settlement Intervals with a Negative LMP during the Buyer Curtailment Period or Curtailment Period, of the absolute value of the product of such excess MWh_{AC} in each Settlement Interval and the Negative LMP for such Settlement Interval (excluding any excess MWhs delivered to reasonably comply with the limitation of the Facility set out in the Operating Restrictions), and (C) is any penalties assessed by the CAISO or other charges assessed by the CAISO resulting from Seller's failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, in each case that are not related to any excess MWhs delivered to reasonably comply with the limitation of the Facility set out in the Operating Restrictions.

(e) Seller Equipment Required for Curtailment Instruction Communications. Subject to the last sentence of this Section 4.4(e), Seller shall acquire, install, and maintain such SCADA Systems, communications links and other equipment, and implement such protocols and practices, as necessary to respond and follow instructions, including an electronic signal conveying real time and intra-day instructions, to operate the Facility as reasonably directed by the CAISO or Buyer's SC in accordance with this Agreement and/or a Governmental Authority, including to implement a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order in accordance with the then-current methodology used to transmit such instructions as it may change from time to time. If at any time during the Delivery Term Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with then-current methodologies applicable to the Facility, Seller shall, subject to the last sentence of this Section 4.4(e), take the steps necessary to become compliant as soon as commercially reasonably possible. Seller shall be liable pursuant to Section 4.4(d) for failure to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, during the time that Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with this Section 4.4(e). For the avoidance of doubt, a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order

communication via such systems and facilities shall have the same force and effect on Seller as any other form of communication. If Seller is directed by Buyer to install or implement facilities, communications links or other equipment, protocols or practices facilities pursuant to this Section 4.4(e) that are not otherwise required for the Facility pursuant to the CAISO Tariff, then the installation or implementation of such facilities, communications links or other equipment, protocols or practices facilities will be deemed Compliance Actions subject to the Compliance Expenditure Cap as set forth in Section 3.12.

4.5 **Charging Energy Management**.

(a) Upon receipt of a valid Charging Notice, Seller shall take all actions that are in accordance with Prudent Operating Practice and are necessary, to deliver the Charging Energy from the Generating Facility to the Storage Facility in order to deliver the Storage Product in accordance with the terms of this Agreement (including the Operating Restrictions), including maintenance, repair or replacement of equipment in Seller's possession or control used to deliver the Charging Energy from the Generating Facility to the Storage Facility. CAISO costs and charges associated with charging of the Storage Facility shall be allocated in accordance with this Agreement.

(b) Buyer will have the right to charge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by providing Charging Notices to Seller electronically, provided, that Buyer's right to issue Charging Notices is subject to Prudent Operating Practice and the requirements and limitations set forth in this Agreement, including the Operating Restrictions, the CAISO Tariff, and the availability of Charging Energy and the provisions of Section 4.5(a). Each Charging Notice issued in accordance with this Agreement will be effective unless and until Buyer modifies such Charging Notice by providing Seller with an updated Charging Notice.

(c) Seller shall not charge the Storage Facility during the Delivery Term other than pursuant to a valid Charging Notice (it being understood that Seller may adjust a Charging Notice in order to maintain compliance with the Operating Restrictions), or as pursuant to 4.4.(c), or in connection with a Storage Capacity Test, Planned Outage, Forced Facility Outage, or pursuant to a notice from CAISO, the PTO, or any other Governmental Authority, or as otherwise required by applicable law. If, during the Delivery Term, Seller (a) charges the Storage Facility to a Stored Energy Level greater than the Stored Energy Level provided for in the Charging Notice (b) charges the Storage Facility in violation of the first sentence of this Section 4.5(c), or (c) charges the Storage Facility in connection with maintenance of the Storage Facility or to achieve any Operating Restrictions (which charging shall not be a violation of the first sentence of this Section 4.5(c)), then (x) Seller shall be responsible for all energy costs associated with such charging of the Storage Facility, (y) Buyer shall not be required to pay for the charging of such energy (i.e., Charging Energy), and (z) Buyer shall be entitled to discharge such energy and entitled to all of the benefits (including Storage Product) associated with such discharge.

(d) Buyer will have the right to discharge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by providing Discharging Notices to Seller electronically, and subject to the requirements and limitations set forth in this

Agreement, including the Operating Restrictions, the CAISO Tariff, and the existing State of Charge of the Storage Facility. Each Discharging Notice issued in accordance with this Agreement will be effective unless and until Buyer's SC or the CAISO modifies such Discharging Notice by providing Seller with an updated Discharging Notice.

(e) Seller shall not discharge the Storage Facility during the Delivery Term other than pursuant to a valid Discharging Notice (it being understood that Seller may adjust a Charging Notice in order to maintain compliance with the Operating Restrictions), or in connection with a Storage Capacity Test, Planned Outage, Forced Facility Outage, or pursuant to a notice from CAISO, the PTO, Transmission Provider, or any other Governmental Authority, or as otherwise required by applicable law. If at any time the sum of PV Energy and Discharging Energy would exceed the Interconnection Capacity Limit, then (i) the applicable Discharging Notice shall be deemed to be modified to reduce the amount of Discharging Energy such that the total Facility Energy does not exceed the Interconnection Capacity Limit; (ii) Seller shall provide Notice to Buyer's SC of such condition; and (iii) Buyer shall have the right to issue a modified Discharging Notice and Buyer Curtailment Order.

(f) During the Delivery Term, Seller shall maintain SCADA Systems, the EMS, communications links and other equipment consistent with Section 4.4, including as may be necessary to receive automated Charging Notices and Discharging Notices consistent with CAISO protocols and practice, if applicable ("**Automated Dispatches**"). In the event of the failure or inability of the Storage Facility to receive Automated Dispatches, Seller shall use all commercially reasonable efforts to repair or replace the applicable components as soon as reasonably possible, and if there is any material delay in such repair or replacement, Seller shall provide Buyer with a written plan of all actions Seller plans to take to repair or replace such components for Buyer's review and comment. During any period during which the Storage Facility is not capable of receiving or implementing Automated Dispatches, Seller shall implement back-up procedures consistent with the CAISO Tariff and CAISO protocols to enable Seller to receive and implement non-automated Charging Notices or Discharging Notices ("**Alternative Dispatches**").

(g) Notwithstanding anything in this Agreement to the contrary, during any Settlement Interval, Curtailment Orders, Buyer Curtailment Orders, and Buyer Bid Curtailments applicable to such Settlement Interval shall have priority over any Charging Notices and Discharging Notices applicable to such Settlement Interval, and Seller shall have no liability for violation of this Section 4.5 or any Charging Notice or Discharging Notice if and to the extent such violation is caused by Seller's compliance with any Curtailment Order, Buyer Curtailment Order, Buyer Bid Curtailment or other instruction or direction from a Governmental Authority or the PTO. Buyer shall have the right, but not the obligation, to provide Seller with updated Charging Notices and Discharging Notices during any Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order consistent with the Operating Restrictions.

4.6 **Reduction in Delivery Obligation**. For the avoidance of doubt, and in no way limiting Section 3.1, 3.8 or Exhibit G. or any rights expressly provided hereunder of Seller in relation to operation of the Facility:

(a) Facility Maintenance. Seller will provide to Buyer written schedules for Planned Outages for each Contract Year no later than thirty (30) days prior to the first day of the applicable Contract Year. Buyer may provide comments no later than ten (10) days after receiving any such schedule, and Seller will in good faith take into account any such comments. Seller will deliver to Buyer the final updated schedule of Planned Outages no later than ten (10) days after receiving Buyer's comments. Seller shall be permitted to change any Planned Outages within the current Contract Year if such changes are required to comply with Prudent Operating Practices, or by providing at least sixty (60) days' notice, in both cases subject to consent by Buyer not to be unreasonably withheld, conditioned or delayed. Seller shall be permitted to reduce deliveries of Product during any period of such Planned Outages. Notwithstanding anything in this Agreement to the contrary, no outages of the Facility shall be scheduled or planned from each June 1 through October 31 during the Delivery Term, unless approved by Buyer in writing in its sole discretion. In the event that Seller has a previously Planned Outage that becomes coincident with a System Emergency, Seller shall make all reasonable efforts to reschedule such Planned Outage.

(b) Forced Facility Outage. Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(c) System Emergencies and other Interconnection Events. Seller shall be permitted to reduce deliveries of Product during any period of System Emergency, Transmission Outage, Buyer Curtailment Period or upon Notice of a Curtailment Order pursuant to the terms of this Agreement, the Interconnection Agreement or applicable tariff.

(d) Force Majeure Event. Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event.

(e) Health and Safety. Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.

(f) Payments. Seller shall remain responsible to Buyer for any payment or penalty otherwise due under this Agreement as a result of a reduction in delivery of Product.

4.7 **Guaranteed Energy Production**. Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production in each Performance Measurement Period. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent of any Force Majeure Events, System Emergency, Transmission System Outage, Storage Capacity Tests, Buyer's Default or other failure to perform, and Curtailment Periods or Buyer Curtailment Periods. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer (1) any Deemed Delivered Energy, plus (2) PV Energy + Adjusted Discharging Energy in the amount it could reasonably have delivered to Buyer or the Storage Facility but was prevented from delivering to Buyer by reason of any Force Majeure Events, System Emergency, Transmisison System Outage, Storage Capacity Tests, Buyer's Default or other failure to perform, and Curtailment Periods ("**Lost Output**"). If Seller fails to achieve the Guaranteed Energy Production

amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit G; *provided* that Seller may, as an alternative, provide Replacement Product (as defined in Exhibit G) delivered to Buyer at SP-15 Hub under a Day-Ahead Schedule as an IST within ninety (90) days after the conclusion of the applicable Performance Measurement Period (i) within the compliance period for which the Product that is being replaced would have been provided to Buyer unless otherwise agreed upon by Buyer, (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller refuses to provide reimbursement, and (iii) not to exceed [redacted] of the Expected Energy for the previous Contract Year.

4.8 **Storage Availability**.

(a) During the Delivery Term, the Storage Facility shall maintain an Annual Storage Availability during each Contract Year of no less than [redacted] (the "**Guaranteed Storage Availability**"), which Annual Storage Availability shall be calculated in accordance with Exhibit P.

(b) If the Annual Storage Availability during any Contract Year is less than the Guaranteed Storage Availability, then Buyer's payment for the Storage Product shall be calculated by reference to the Availability Adjusted Storage Contract Capacity (as determined in accordance with Exhibit P).

(c) In years where the Storage Facility is modified to change the capacity, Annual Storage Availability shall be equitably adjusted, provided, however, that in no event will the obligations of Seller by reduced if the change in capacity is for the Seller's benefit and not to maintain compliance with its obligations under this Agreement.

4.9 **Storage Capacity Tests**

(a) Prior to the Commercial Operation Date, Seller shall schedule and complete a Commercial Operation Storage Capacity Test in accordance with Exhibit O. Thereafter, Seller and Buyer shall have the right to run additional Storage Capacity Tests in accordance with Exhibit O.

(b) Buyer shall have the right to send one or more representative(s) to witness all Storage Capacity Tests. Buyer shall be responsible for all costs, expenses and fees payable or reimbursable to its representative(s) witnessing any Storage Capacity Test. Except as otherwise specified in Exhibit O, all other costs or revenues associated with any Storage Capacity Test shall be borne by, or accrue to, Seller, as applicable.

(c) Following each Storage Capacity Test, Seller shall submit a testing report in accordance with Exhibit O. If the actual capacity determined pursuant to a Storage Capacity Test differs from the then current Storage Contract Capacity, then the actual capacity determined pursuant to a Storage Capacity Test shall become the new Storage Contract Capacity at the beginning of the day following the completion of the test for all purposes under this Agreement, including compensation under Exhibit C.

(d) Seller shall, at times and for durations reasonably agreed to by Buyer, conduct necessary testing to ensure the Storage Facility is functioning properly and the Storage Facility is able to respond to Buyer or CAISO dispatch instructions. Any testing of the Storage Facility requested by Buyer after the Commercial Operation Capacity Tests shall be deemed Buyer-instructed dispatches of the Facility ("**Buyer Dispatched Test**"). Any other test of the Facility (including all tests conducted prior to Commercial Operation, any Commercial Operation Storage Capacity Tests, any Storage Capacity Test conducted if the Storage Contract Capacity immediately prior to such Storage Capacity Test is below [redacted] of the Installed Storage Capacity, any test required by CAISO (including any test required to obtain CAISO Certification), and other Seller-requested discretionary tests or dispatches that Seller deems necessary for purposes of reliably operating or maintaining the Facility or for re-performing a required test within a reasonable number of days, (considering the circumstances that led to the need for a retest), which shall be within no more than five (5) Business Days of the initial required test) shall be deemed a "**Seller Initiated Test**".

(i) For any Seller Initiated Test, other than a Storage Capacity Test, Seller shall notify Buyer no later than twenty-four (24) hours prior thereto (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practices). For any Seller Initiated Test that is a Storage Capacity Test, Seller shall notify Buyer no less than five (5) Business Days prior thereto (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practices).

(ii) The Storage Facility will be deemed unavailable during any Seller Initiated Test, and Buyer shall not dispatch or otherwise schedule the Storage Facility during such Seller Initiated Test.

4.10 **WREGIS**. Seller shall, at its sole expense, but subject to Section 3.12, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Facility Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit, it being acknowledged that Seller may not be able under WREGIS rules to complete all WREGIS registration requirements prior to the Commercial Operation Date. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 4.10(g), provided that Seller fulfills its obligations under Sections 4.10(a) through (g) below. In addition:

(a) Prior to the Commercial Operation Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS ("**Seller's WREGIS Account**"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "**Forward Certificate Transfers**" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("**Buyer's WREGIS Account**"). Seller shall

be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(b) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh_{AC} amounts of Facility Energy generated, any fractional MWh_{AC} amounts (i.e., kWh_{AC}) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Facility Energy for such calendar month as evidenced by the Facility's metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.10. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A "**WREGIS Certificate Deficit**" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Facility Energy for the same calendar month (taking into account the timing of WREGIS' issuance of WREGIS Certificates in normal course) ("**Deficient Month**") caused by an error or omission of Seller. If any WREGIS Certificate Deficit is caused by, or the result of any action or inaction by Seller, then the amount of Facility Energy in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer's payment to Seller under Article 8 and the Guaranteed Energy Production for the applicable Contract Year; provided, however, that such adjustment shall not apply to the extent that Seller either (x) resolves the WREGIS Certificate Deficit within ninety (90) days after the Deficient Month, (y) provides Replacement Green Attributes (as defined in Exhibit G) within ninety (90) days after the Deficient Month (i) that reflect a production vintage in the same calendar year in which the WREGIS Certifiate Deficit occurs unless otherwise acceptable to Buyer and (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller refuses to provide reimbursement. Without limiting Seller's obligations under this Section 4.10, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

(f) If (i) WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.10 after the Effective Date, or (ii) the Parties enable the Storage Facility to be charged from the grid in accordance with Section 3.13, the Parties promptly shall modify this Section 4.10 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS

Certificates for each given calendar month that corresponds to the Facility Energy in the same calendar month.

(g) The Parties acknowledge and agree that this Section 4.10 reflects an understanding between the Parties that WREGIS Certificates will be created equivalent to the amount of Facility Energy that is generated by the Generating Facility. If the RPS (or other applicable Law) is applied or changes in a manner inconsistent with such understanding, subject to Section 3.12, the parties shall reasonably coordinate to amend or modify this Agreement to carry out the intent hereof, such agreement not to be unreasonable delayed, conditioned, or withheld.

4.11 **Green-E Certification**. Seller shall, at its sole expense but subject to Section 3.12, take all actions and execute all documents or instruments necessary to ensure that the Facility is eligible for Green-e certification.

ARTICLE 5
TAXES

5.1 **Allocation of Taxes and Charges**. Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available the Product to Buyer, that are imposed on Product prior to its delivery to Buyer at the Delivery Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and after its delivery to Buyer at the Delivery Point (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees), if any. If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which Buyer claims it is exempt.

5.2 **Cooperation**. Each Party shall use commercially reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided*, *however*, that neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Product delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Product.

ARTICLE 6
MAINTENANCE OF THE FACILITY

6.1 **Maintenance of the Facility**. Seller shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 **Maintenance of Health and Safety**. Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Notice to Buyer's emergency contact identified on Exhibit N of such condition. Such action may include, to the extent reasonably necessary, disconnecting and removing all or a portion of the Facility, or suspending the supply of PV Energy or Discharging Energy to the Delivery Point or Charging Energy to the Storage Facility.

6.3 **Shared Facilities**. The Parties acknowledge and agree that certain of the Shared Facilities and Interconnection Facilities, and Seller's rights and obligations under the Interconnection Agreement, may be subject to certain shared facilities and/or co-tenancy agreements to be entered into among Seller, the Participating Transmission Owner, Seller's Affiliates, and/or third parties pursuant to which certain Interconnection Facilities may be subject to joint ownership and shared maintenance and operation arrangements; *provided* that such agreements (i) shall permit Seller to perform or satisfy, and shall not purport to limit, its obligations hereunder and (ii) provide for separate metering of the Facility.

ARTICLE 7
METERING

7.1 **Metering**. Seller shall measure the amount of Facility Energy using the Facility Meter, which will be subject to adjustment in accordance with applicable CAISO meter requirements and Prudent Operating Practices, including to account for Electrical Losses and Station Use. Seller shall measure the Charging Energy and the Discharging Energy using the Storage Facility Meters. All meters will be operated pursuant to Prudent Operating Practices and any required CAISO-approved calculation methodologies and maintained at Seller's cost. Subject to meeting any applicable CAISO requirements, the meters shall be programmed to adjust for Electrical Losses and Station Use from the Facility to the Delivery Point in a manner subject to Buyer's prior written approval, not to be unreasonably withheld. Metering will be consistent with the Metering Diagram set forth as Exhibit R, a final version of which shall be provided to Buyer at least thirty (30) days before the Commercial Operation Date. Each meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer, and consents to Buyer obtaining from CAISO the CAISO meter data directly relating to the Facility and all inspection, testing and calibration data and reports. Seller and Buyer, or Buyer's Scheduling Coordinator, shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Operational Meter Analysis and Reporting (OMAR) web and/or directly from the CAISO meter(s) at the Facility.

7.2 **Meter Verification**. Annually, if Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall request permission from the CAISO to test the meter. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be

present during such tests. If such a test is conducted at the request of Buyer, Buyer shall pay for such test unless the testing shows the Facility Meter is inaccurate by more than one percent (1%), in which case Seller shall pay for such test. If a meter is inaccurate it shall be promptly repaired or replaced. If it is not known when the meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior invoices), then the invoices covering the period of time since the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period; provided, that (a) such period may not exceed twelve (12) months and (b) such adjustments are accepted by CAISO and WREGIS.

ARTICLE 8
INVOICING AND PAYMENT; CREDIT

8.1 **Invoicing**. Seller shall make good faith efforts to deliver an invoice to Buyer for Product within fifteen (15) Business Days after the end of the prior monthly billing period. Each invoice shall reflect (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the amount of Product delivered by the Facility for any Settlement Period during the preceding month, including the amount of PV Energy produced by the Generating Facility as read by the Facility Meter, the amount of Charging Energy charged by the Storage Facility and the amount of Discharging Energy delivered from the Storage Facility to the Delivery Point, in each case, as read by the Storage Facility Meter, the amount of Replacement RA and Replacement Product delivered to Buyer (if any), the calculation of Adjusted Facility Energy, Deemed Delivered Energy, and Adjusted Energy Production, the LMP prices at the Delivery Point for each Settlement Period, and the Contract Price applicable to such Product in accordance with Exhibit C; (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy of any amount; and (c) be in a format reasonably specified by Buyer, covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement. Buyer shall, and shall cause its Scheduling Coordinator to, provide Seller with all reasonable access (including, in real time, to the maximum extent reasonably possible) to any records, including invoices or settlement data from the CAISO, forecast data and other information, all as may be necessary from time to time for Seller to prepare and verify the accuracy of all invoices.

8.2 **Payment**. Buyer shall make payment to Seller for Product by wire transfer or ACH payment to the bank account provided on each monthly invoice, provided, however, that Seller will give Buyer no less than ten (10) days notice of any account change with respect to the place of payment. Buyer shall pay undisputed invoice amounts within thirty (30) days after receipt of the invoice or the end of the prior monthly billing period, whichever is later. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one Party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on the prime rate published on the date of the invoice in The Wall Street Journal, or, if The Wall Street Journal is not published on that day, the next succeeding date of publication, plus two percent (2%) (the "**Interest Rate**"). If the due date occurs on a day that is

not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

8.3 **Books and Records**. To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Upon ten (10) Business Days' Notice to the other Party, either Party shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement. Seller acknowledges that in accordance with California Government Code Section 8546.7, Seller may be subject to audit by the California State Auditor with regard to Seller's performance of this Agreement because the compensation under this Agreement exceeds $10,000.

8.4 **Payment Adjustments; Billing Errors**. Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5 or an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO; provided, however, that there shall be no adjustments to prior invoices based upon meter inaccuracies. If the required adjustment is in favor of Buyer, Buyer's next monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the adjusted amount should have been due.

8.5 **Billing Disputes**. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twenty-four (24) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned via adjustments in accordance with Section 8.4. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twenty-four (24) months after the invoice is rendered or subsequently adjusted, except in the event of intentional fraud or misrepresentation by the Seller or to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twenty-four-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

8.6 **Netting of Payments**. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in

which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B and P, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 **Seller's Development Security**. To secure its obligations under this Agreement, Seller shall deliver Development Security to Buyer within thirty (30) days of the Effective Date. Seller shall maintain the Development Security in full force and effect and Seller shall within ten (10) Business Days after any draw thereon replenish the Development Security in the event Buyer collects or draws down any portion of the Development Security for any reason permitted under this Agreement other than to satisfy a Damage Payment or a Termination Payment. Upon the earlier of (i) Seller's delivery of the Performance Security, or (ii) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If the Development Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating specified in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit in the amount of the Development Security and that otherwise meets the requirements set forth in the definition of Development Security.

8.8 **Seller's Performance Security**. To secure its obligations under this Agreement, Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date. If the Performance Security is not in the form of cash or Letter of Credit, it shall be substantially in the form of Guaranty set forth in Exhibit L. Seller shall maintain the Performance Security in full force and effect, subject to any draws made by Buyer in accordance with this Agreement, until the following have occurred: (A) the Delivery Term has expired or terminated early; and (B) all payment obligations of the Seller then due and payable under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security. If the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Performance Security. Seller may at its option exchange one permitted form of Development Security or Performance Security for another permitted form of Development Security or Performance Security, as applicable.

8.9 **First Priority Security Interest in Cash or Cash Equivalent Collateral**. To secure its obligations under this Agreement, and until released as provided herein, Seller hereby

grants to Buyer a present and continuing first-priority security interest ("**Security Interest**") in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence and continuation of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):

(a) Exercise any of its rights and remedies with respect to the Development Security and Performance Security, including any such rights and remedies under Law then in effect;

(b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security; and

(c) Liquidate all Development Security or Performance Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

8.10 **Financial Statements**. In the event a Guaranty is provided as Performance Security in lieu of cash or a Letter of Credit, Seller shall provide to Buyer, or cause the Guarantor to provide to Buyer, unaudited quarterly and annual audited financial statements of the Guarantor (including a balance sheet and statements of income and cash flows), all prepared in accordance with generally accepted accounting principles in the United States, consistently applied.

[redacted]

[redacted]

8.12 **Buyer's Covenants**:

(a) During any period during the Term, Buyer shall provide to Seller, both upon request and as indicated below: (i) within ninety (90) days following the end of each fiscal quarter, unaudited quarterly financial statement of Buyer (including a balance sheet and statements of income and cash flows) prepared in accordance with generally accepted accounting principals as promulgated by the Government Accounting Standards Board in the United States, consistently applied; and (ii) within one hundred and eighty (180) days following the end of each fiscal year, annual financial statements of Buyer (including a balance sheet and statements of income and cash flows) prepared in accordance with the requirements of California law applicable to Joint Powers Authorities; *provided* that nothing in this Section 8.12 shall require Buyer to provide information that is not generally available to Buyer as part of its normal accounting and financing reporting processes.

(b) During any period during the Term when Buyer does not have or maintain an Investment Grade Credit Rating, Buyer shall provide to Seller, both upon request and as indicated below: (i) as available, Buyer's annual report; (ii) reserve levels; (iii) subscription and opt out rates; and (iv) other financial and operational information as may be reasonably requested by the Seller's financing parties from time to time; *provided* that nothing in this Section 8.12 shall require Buyer to provide information that is not generally available to Buyer as part of its normal accounting and financing reporting processes

(c) Cooperation with Financing Parties. Buyer shall cooperate with Seller and Seller's financing counterparties to execute and arrange for the delivery of consents and estoppels providing factual confirmations with respect to this Agreement within ten (10) business days of request therefore and other information reasonably requested in connection with the debt or equity (including tax equity) financing of the Facility.

ARTICLE 9
NOTICES

9.1 **Addresses for the Delivery of Notices**. Except as provided in Exhibit D, any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth on Exhibit N or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 **Acceptable Means of Delivering Notice**. Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; or (b) if sent by electronic communication (including electronic mail or other electronic means) and if concurrently with the

transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery or express courier, at the time indicated by the time stamp upon delivery; or (c) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10
FORCE MAJEURE

10.1 **Definition**.

(a) "**Force Majeure Event**" means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of commercially reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic or pandemic, including COVID-19; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term "**Force Majeure Event**" does not include (i) economic conditions that render a Party's performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including an increase in component costs for any reason, including foreign or domestic tariffs, Buyer's ability to buy electric energy at a lower price, or Seller's ability to sell the Product, or any component thereof, at a higher price, than under this Agreement); (ii) Seller's inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above; (iv) a Curtailment Order; (v) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility except to the extent such inability is caused by a Force Majeure Event; (vi) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (vii) Seller's inability to achieve Construction Start of the Facility following the Guaranteed Construction Start Date or achieve Commercial Operation following the Guaranteed Commercial Operation Date unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described

above; it being understood and agreed, for the avoidance of doubt, that the occurrence of a Force Majeure Event may give rise to a Development Cure Period.

10.2 **No Liability If a Force Majeure Event Occurs**. Neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. Notwithstanding the foregoing, the occurrence and continuation of a Force Majeure Event shall not (a) suspend or excuse the obligation of a Party to make any payments due hereunder, (b) suspend or excuse the obligation of Seller to achieve the Guaranteed Construction Start Date or the Guaranteed Commercial Operation Date beyond the extensions provided in Exhibit B, or (c) limit Buyer's right to declare an Event of Default pursuant to Section 11.1(b)(ii) and receive a Damage Payment upon exercise of Buyer's rights pursuant to Section 11.2.

10.3 **Notice**. In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided*, *however*, that a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take reasonable actions.

10.4 **Termination Following Force Majeure Event**. If a Force Majeure Event has occurred after the Commercial Operation Date that has caused either Party to be wholly or partially unable to perform its obligations hereunder, and the impacted Party has claimed and received relief from performance of its obligations for [redacted] period, then either Party may terminate this Agreement upon written Notice to the other Party with respect to the Facility experiencing the Force Majeure Event. Upon any such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

ARTICLE 11
DEFAULTS; REMEDIES; TERMINATION

11.1 **Events of Default**. An "**Event of Default**" shall mean,

(a) with respect to a Party (the "**Defaulting Party**") that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30) days period despite exercising commercially reasonable efforts);

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Section 11.1; and except for (1) failure to deliver Capacity Attributes, the exclusive remedies for which are set forth in Section 3.8, (2) failures to achieve the Guaranteed Energy Production that do not trigger the provisions of Section 11.1(b)(iv), the exclusive remedies for which are set forth in Section 4.7; and (3) failures related to the Annual Storage Availability that do not trigger the provisions of Section 11.1(b)(v), the exclusive remedies for which are set forth in Section 4.8) and such failure is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional ninety (90) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30) days period despite exercising commercially reasonable efforts);

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.1 or 14.2, as applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver electric energy to the Delivery Point for sale under this Agreement that was not generated or discharged by the Facility, except for Replacement Product;

(ii) the failure by Seller to achieve Commercial Operation within [redacted] days after the Guaranteed Commercial Operation Date, as such date may be extended hereunder, by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2 of Exhibit B, and/or by a Development Cure Period pursuant to Section 4 of Exhibit B;

(iii) if, in any consecutive [redacted] month period after the Commercial Operation Date, the Adjusted Energy Production amount (calculated in accordance with Exhibit G) for such period is not at least [redacted] of the Expected Energy amount for such period, and Seller fails to either (x) demonstrate to Buyer's reasonable satisfaction, within fifteen (15) Business Days after Notice from Buyer, a legitimate reason for the failure to meet the [redacted] minimum; or (y) deliver to Buyer within fifteen (15) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet the [redacted] and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed [redacted];

(iv) if, in any two consecutive Contract Years, the average Annual Storage Availability is, on an annual basis, less than seventy percent (70%) in each Contract Year;

(v) if, in any two (2) consecutive Contract Year period during the Delivery Term, the Adjusted Energy Production amount is not at least seventy-five percent (75%) of the Expected Energy amount;

(vi) if, for any full Contract Year, the Annual Storage Capacity Availability for such Contract Year *multiplied by* the weighted average Storage Contract Capacity for such Contract Year is not at least seventy percent (70%) *multiplied* by the Installed Storage Capacity, and Seller fails to (x) deliver to Buyer within ten (10) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet the seventy percent (70%) *multiplied* by the Installed Storage Capacity threshold, and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one hundred eighty (180) days **("Storage Cure Plan")** and (y) complete such Storage Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;

(vii) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8 after Notice and expiration of the cure periods set forth therein, including the failure to replenish the Development Security or Performance Security amount in accordance with this Agreement in the event Buyer draws against either for any reason other than to satisfy a Damage Payment or a Termination Payment;

(viii) with respect to any Guaranty provided for the benefit of Buyer, the failure by Seller to provide for the benefit of Buyer either (1) cash, (2) a replacement Guaranty from a different Guarantor meeting the criteria set forth in the definition of Guarantor, or (3) a replacement Letter of Credit from an issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) if any representation or warranty made by the Guarantor in connection with this Agreement is false or misleading in any material

respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;

(B) the failure of the Guarantor to make any payment required or to perform any other material covenant or obligation in any Guaranty;

(C) the Guarantor becomes Bankrupt;

(D) the Guarantor shall fail to meet the criteria for an acceptable Guarantor as set forth in the definition of Guarantor;

(E) the failure of the Guaranty to be in full force and effect (other than in accordance with its terms) prior to the indefeasible satisfaction of all obligations of Seller hereunder; or

(F) the Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any Guaranty; or

(ix) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least A- by S&P or A3 by Moody's;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant

Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

11.2 **Remedies; Declaration of Early Termination Date**. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment (in the case of an Event of Default by Seller occurring before the Commercial Operation Date, including an Event of Default under Section 11.1(b)(ii)) subject to the limitations in Section 11.7, or (ii) the Termination Payment calculated in accordance with Section 11.3 below (in the case of any other Event of Default by either Party);

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; or

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement;

provided, that payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party's sole and exclusive remedy for the Terminated Transaction and the Event of Default related thereto.

11.3 **Termination Payment**. The Termination Payment ("**Termination Payment**") for the Terminated Transaction shall be the aggregate of all Settlement Amounts plus any or all other amounts due to or from the Non-Defaulting Party (as of the Early Termination Date) netted into a single amount. If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the net Settlement Amount shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges

that (a) the actual damages that the Non-Defaulting Party would incur in connection with the Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Damage Payment or Termination Payment described in Section 11.2 or this Section 11.3 (as applicable) is a reasonable and appropriate approximation of such damages, and (c) the Damage Payment or Termination Payment described in Section 11.2 or this Section 11.3 (as applicable) is the exclusive remedy of the Non-Defaulting Party in connection with the Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

11.4 **Notice of Payment of Termination Payment**. As soon as practicable after a Terminated Transaction, but in no event later than sixty (60) days after the Early Termination Date, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Damage Payment or Termination Payment and whether the Termination Payment is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 **Disputes With Respect to Termination Payment**. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with Article 15.

11.6 **Rights And Remedies Are Cumulative**. Except where an express and exclusive remedy or measure of liquidated damages is provided, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement. Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from or arising out of any Event of Default of the other Party under this Agreement.

11.7 **Seller Pre-COD Liability Limitations**. Notwithstanding any other provision of this Agreement, Seller's aggregate liability under or arising out of a termination of this Agreement prior to the Commercial Operation Date shall be limited to an amount equal to the Damage Payment.

11.8 **Limitation on Seller's Ability to Make or Agree to Third-Party Sales from the Facility after Early Termination Date**. If the Agreement is terminated by Buyer prior to the Commercial Operation Date due to Seller's Event of Default, neither Seller nor Seller's Affiliates may sell, market or deliver any Product associated with or attributable to the Facility to a party other than Buyer for a period of two (2) years following the Early Termination Date due to Seller's Event of Default, unless prior to selling, marketing or delivering such Product, or entering into the agreement to sell, market or deliver such Product to a party other than Buyer, Seller or Seller's Affiliates provide Buyer with a written offer to sell the Product which provides Buyer the right to

select in its sole discretion either the terms and conditions materially similar to the terms and conditions contained in this Agreement (including price) or the terms and conditions to which the third party agreed, and Buyer fails to accept such offer within forty-five (45) days of Buyer's receipt thereof.

11.9 **Mitigation**. Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 12
LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

12.1 **No Consequential Damages**. EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, OR INCLUDED IN A LIQUIDATED DAMAGES CALCULATION, OR ARISING FROM FRAUD OR INTENTIONAL MISREPRESENTATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

12.2 **Waiver and Exclusion of Other Damages**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX CREDITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE

RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED OR ANY OTHER EXCLUSIVE REMEDLY IS SET FORTH HEREIN, INCLUDING UNDER SECTIONS 3.8, 4.7, 4.8, 11.2 AND 11.3, AND AS PROVIDED IN EXHIBIT B, EXHIBIT G, AND EXHIBIT P THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES; AUTHORITY

13.1 **Seller's Representations and Warranties**. As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct business in the state of California and each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary limited liability company action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law

presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California.

(f) Seller will be responsible for obtaining all permits necessary to construct and operate the Facility.

13.2 **Buyer's Representations and Warranties**. As of the Effective Date, Buyer represents and warrants as follows:

(a) Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members. All Persons making up the governing body of Buyer are the elected or appointed incumbents in their positions and hold their positions in good standing in accordance with the Joint Powers Agreement and other Law.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its

terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court (provided that such court is limited within a venue permitted in law and under the Agreement), (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment; provided, however that nothing in this Agreement shall waive the obligations or rights set forth in the California Tort Claims Act (Government Code Section 810 et seq.)

(f) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

(g) Buyer cannot assert sovereign immunity as a defense to the enforcement of its obligations under this Agreement.

13.3 **General Covenants**. Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in California and each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations, approvals and permits necessary for the operation of the Facility and for Seller to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and in material compliance with any Law.

13.4 **Prevailing Wage**. Seller shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and orders and decrees of any courts or administrative bodies or tribunals, including without limitation employment discrimination laws and prevailing wage laws. Seller shall use reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform construction work or provide services at the Site related to construction of the Facility are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any ("**Prevailing Wage Requirement**"). Buyer agrees that Seller's obligations under this Section 13.4 with respect to the Prevailing Wage Requirement will be satisfied upon the execution of a project labor agreement related to construction of the Facility.

ARTICLE 14
ASSIGNMENT

14.1 **General Prohibition on Assignments**. Except as provided in this Article 14, neither Party may voluntarily assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any Change of Control of Seller (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed; *provided*, however, that a Change of Control of Seller shall not require Buyer's consent if the assignee or transferee is a Permitted Transferee. Any assignment made without required written consent, or in violation of the conditions to assignment set out below, shall be null and void. Seller shall be responsible for Buyer's reasonable costs associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement by Seller, including without limitation reasonable attorneys' fees.

14.2 **Collateral Assignment**. Subject to the provisions of this Section 14.2, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Facility by Seller. In connection with any financing or refinancing of the Facility, Buyer shall in good faith work with Seller and Lender to agree upon a consent to collateral assignment of this Agreement ("**Collateral Assignment Agreement**"). The Collateral Assignment Agreement must be in form and substance agreed to by Buyer, Seller and Lender, with such agreement not to be unreasonably withheld, and must include, among others, the following provisions:

(a) Buyer shall give Notice of an Event of Default by Seller to the Person(s) to be specified by Lender in the Collateral Assignment Agreement, before exercising its right to terminate this Agreement as a result of such Event of Default; *provided* that such Notice shall be provided to Lender at the time such Notice is provided to Seller and any additional cure period of Lender agreed to in the Collateral Assignment Agreement shall not commence until Lender has received notice of such Event of Default;

(b) Following an Event of Default by Seller under this Agreement, Buyer may require Seller or Lender (if Lender has provided the notice set forth in subsection (c) below) to provide to Buyer a report concerning:

(i) The status of efforts by Seller or Lender to develop a plan to cure the Event of Default;

(ii) Impediments to the cure plan or its development;

(iii) If a cure plan has been adopted, the status of the cure plan's implementation (including any modifications to the plan as well as the expected timeframe within which any cure is expected to be implemented); and

(iv) Any other information which Buyer may reasonably require related to the development, implementation and timetable of the cure plan.

Seller or Lender must provide the report to Buyer within ten (10) Business Days after Notice from Buyer requesting the report. Buyer will have no further right to require the report with respect to a particular Event of Default after that Event of Default has been cured;

(c) Lender will have the right to cure an Event of Default on behalf of Seller, only if Lender sends a written notice to Buyer before the later of (i) the expiration of any cure period under this Agreement, and (ii) five (5) Business Days after Lender's receipt of notice of such Event of Default from Buyer, indicating Lender's intention to cure. Lender must remedy or cure the Event of Default within the cure period under this Agreement and any additional cure periods agreed in the Collateral Assignment Agreement up to a maximum of ninety (90) days (or one hundred eighty (180) days in the event of a bankruptcy of Seller or any foreclosure or similar proceeding if required by Lender to cure any Event of Default);

(d) Lender will have the right to consent before any termination of this Agreement which does not arise out of an Event of Default;

(e) Lender will receive prior Notice of and the right to approve material amendments to this Agreement, which approval will not be unreasonably withheld, delayed or conditioned;

(f) If Lender, directly or indirectly, takes possession of, or title to the Facility (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure), Lender must assume all of Seller's obligations arising under this Agreement and all related agreements (subject to such limits on liability as are mutually agreed to by Seller, Buyer and Lender as set forth in the Collateral Assignment Agreement); *provided*, before such assumption, if Buyer advises Lender that Buyer will require that Lender cure (or cause to be cured) any Event of Default existing as of the possession date (other than any Event of Default personal to Seller and not reasonably capable of cure) and capable of cure in order to avoid the exercise by Buyer (in its sole discretion) of Buyer's right to terminate this Agreement with respect to such Event of Default, then Lender at its option, and in its sole discretion, may elect to either:

(i) Cause such Event of Default to be cured, or

(ii) Not assume this Agreement;

(g) If Lender elects to sell or transfer the Facility (after Lender directly or indirectly, takes possession of, or title to the Facility), or sale of the Facility occurs through the actions of Lender (for example, a foreclosure sale where a third party is the buyer, or otherwise), then Lender must cause the transferee or buyer to assume all of Seller's obligations arising under this Agreement and all related agreements as a condition of the sale or transfer. Such sale or transfer may be made only to an entity that meets the definition of Permitted Transferee; and

(h) Subject to Lender's cure of any Events of Defaults under the Agreement in accordance with Section 14.2(f), if (i) this Agreement is rejected in Seller's bankruptcy or otherwise terminated in connection therewith Lender shall have the right to elect within forty-five (45) days after such rejection or termination, to enter into a replacement agreement with Buyer

having substantially the same terms as this Agreement for the remaining term thereof, and, promptly after Lender's written request, Buyer must enter into such replacement agreement with Lender or Lender's designee, or (ii) if Lender or its designee, directly or indirectly, takes possession of, or title to, the Facility (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure) after any such rejection or termination of this Agreement, promptly after Buyer's written request which must be made within forty-five (45) days after Buyer receives notice of such rejection or termination, Lender must itself or must cause its designee to promptly enter into a new agreement with Buyer having substantially the same terms as this Agreement for the remaining term thereof, provided that in the event a designee of Lender, directly or indirectly, takes possession of, or title to, the Facility (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure), such designee (if it is not a Permitted Transferee) shall be approved by Buyer, not to be unreasonably withheld.

14.3 **Permitted Assignment by Seller**. Seller may, without the prior written consent of Buyer, transfer or assign this Agreement to: (a) an Affiliate of Seller or (b) any Person succeeding to all or substantially all of the assets of Seller (whether voluntary or by operation of law); if, and only if:

(i) the assignee is a Permitted Transferee;

(ii) Seller has given Buyer Notice at least fifteen (15) Business Days before the date of such proposed assignment; and

(iii) Seller has provided Buyer a written agreement signed by the Person to which Seller wishes to assign its interests that (x) provides that such Person will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment and (y) certifies that such Person meets the definition of a Permitted Transferee.

Except as provided in the preceding sentence, any assignment by Seller, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice has been received and accepted by Buyer.

14.4 **Shared Facilities; Portfolio Financing**. Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities or the Shared Facilities (1) utilizing tax equity investment, and/or (2) through a Portfolio Financing, which may include cross-collateralization or similar arrangements. In connection with any financing or refinancing of the Facility, the Interconnection Facilities or the Shared Facilities by Seller or any Portfolio Financing, Buyer, Seller, Portfolio Financing Entity (if any), and Lender shall execute and deliver such further consents, approvals and acknowledgments as may be reasonable and necessary to facilitate such transactions provided, however, that Buyer shall not be required to agree to any terms or conditions which are reasonably expected to have a material adverse effect on Buyer and all reasonable attorney's fees incurred by Buyer in connection therewith shall be borne by Seller.

14.5 **Limited Assignment By Buyer**

Subject to prior written consent by Seller, Buyer may make a limited assignment to an entity that has creditworthiness that is equal to or better than the creditworthiness of Buyer ("**Buyer Assignee**") of Buyer's right to receive Product (which shall not be for retail sale) and its obligation to make payments to the Seller; provided, however, that (i) Buyer must substantiate the creditworthiness of such Buyer Assignee to Seller's reasonable satisfaction, (ii) any such assignment shall be expressly subject to the Buyer Assignee's assumption of the obligation of timely payment of amounts due under the PPA, and (iii) Buyer will retain all other obligations under this Agreement.

ARTICLE 15
DISPUTE RESOLUTION

15.1 **Governing Law**. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of laws. To the extent enforceable, at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

15.2 **Venue**. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Agreement shall be brought in the federal courts of the United States or the courts of the State of California sitting in San Diego County, California.

15.3 **Dispute Resolution**. In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, the Parties shall submit the dispute to non-binding mediation prior to seeking any and all remedies available to it at Law in or equity, provided, however, that a dispute as to whether an Event of Default has occurred pursuant to Article 11 shall not be subject to mediation unless the Parties mutually agree. The Parties will cooperate in selecting a qualified neutral mediator selected from a panel of neutrals and in scheduling the time and place of the mediation as soon as reasonably possible, but in no event later than thirty (30) days after the request for mediation is made. The Parties agree to participate in the mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party. If the mediation is unsuccessful, then either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.

ARTICLE 16
INDEMNIFICATION

16.1 **Mutual Indemnity**.

(a) Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and

hold harmless the other Party, its directors, officers, agents, attorneys, employees and representatives (each an "**Indemnified Party**" and collectively, the "**Indemnified Group**") from and against all third party claims, demands, losses, liabilities, penalties, and expenses, including reasonable attorneys' and expert witness fees, for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees or agents (collectively, "**Indemnifiable Losses**").

(b) Nothing in this Section shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts, or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

16.2 **Notice of Claim**. Subject to the terms of this Agreement and upon obtaining knowledge of an Indemnifiable Loss for which it is entitled to indemnity under this Article 16, the Indemnified Party will promptly Notify the Indemnifying Party in writing of any damage, claim, loss, liability or expense which Indemnified Party has determined has given or could give rise to an Indemnifiable Loss under Section 16.1 ("**Claim**"). The Notice is referred to as a "Notice of Claim". A Notice of Claim will specify, in reasonable detail, the facts known to Indemnified Party regarding the Indemnifiable Loss.

16.3 **Failure to Provide Notice**. A failure to give timely Notice or to include any specified information in any Notice as provided in this Section 16.3 will not affect the rights or obligations of any Party hereunder except and only to the extent that, as a result of such failure, any Party which was entitled to receive such Notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially damaged as a direct result of such failure and, provided further, Indemnifying Party is not obligated to indemnify any member of the Indemnified Group for the increased amount of any Indemnifiable Loss which would otherwise have been payable to the extent that the increase resulted from the failure to deliver timely a Notice of Claim.

16.4 **Defense of Claims**. If, within ten (10) Business Days after giving a Notice of Claim regarding a Claim to Indemnifying Party pursuant to Section 16.2, Indemnified Party receives Notice from Indemnifying Party that Indemnifying Party has elected to assume the defense of such Claim, Indemnifying Party will not be liable for any legal expenses subsequently incurred by Indemnified Party in connection with the defense thereof; provided, however, that if Indemnifying Party fails to take reasonable steps necessary to defend diligently such Claim within ten (10) Business Days after receiving Notice from Indemnifying Party that Indemnifying Party believes Indemnifying Party has failed to take such steps, or if Indemnifying Party has not undertaken fully to indemnify Indemnified Party in respect of all Indemnifiable Losses relating to the matter, Indemnified Party may assume its own defense, and Indemnifying Party will be liable for all reasonable costs or expenses, including attorneys' fees, paid or incurred in connection therewith. Without the prior written consent of Indemnified Party, Indemnifying Party will not enter into any settlement of any Claim which would lead to liability or create any financial or other obligation on

the part of Indemnified Party for which Indemnified Party is not entitled to indemnification hereunder; provided, however, that Indemnifying Party may accept any settlement without the consent of Indemnified Party if such settlement provides a full release to Indemnified Party and no requirement that Indemnified Party acknowledge fault or culpability. If a firm offer is made to settle a Claim without leading to liability or the creation of a financial or other obligation on the part of Indemnified Party for which Indemnified Party is not entitled to indemnification hereunder and Indemnifying Party desires to accept and agrees to such offer, Indemnifying Party will give Notice to Indemnified Party to that effect. If Indemnified Party fails to consent to such firm offer within ten (10) calendar days after its receipt of such Notice, Indemnified Party may continue to contest or defend such Claim and, in such event, the maximum liability of Indemnifying Party to such Claim will be the amount of such settlement offer, plus reasonable costs and expenses paid or incurred by Indemnified Party up to the date of such Notice.

16.5 **Subrogation of Rights**. Upon making any indemnity payment, Indemnifying Party will, to the extent of such indemnity payment, be subrogated to all rights of Indemnified Party against any Third Party in respect of the Indemnifiable Loss to which the indemnity payment relates; provided that until Indemnified Party recovers full payment of its Indemnifiable Loss, any and all claims of Indemnifying Party against any such Third Party on account of said indemnity payment are hereby made expressly subordinated and subjected in right of payment to Indemnified Party's rights against such Third Party. Without limiting the generality or effect of any other provision hereof, Buyer and Seller shall execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

16.6 **Rights and Remedies are Cumulative**. Except for express remedies already provided in this Agreement, the rights and remedies of a Party pursuant to this Article 16 are cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

ARTICLE 17
INSURANCE

17.1 **Insurance**.

(a) **General Liability**. Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance with a minimum of liability limits in the amount of Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate. Coverage shall include products and completed operations, personal & advertising injury insurance, contractual liability, specifically covering Seller's obligations under this Agreement. The policy shall include Buyer as an additional insured but only to the extent of the liabilities assumed hereunder by Seller. The coverage required under this Section 17.1(a) may be provided through a combination of general liability, umbrella liability and/or excess liability policies. Defense costs shall be provided as an additional benefit and not included with the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

(b) **Umbrella or Excess Liability Insurance**. Seller shall maintain, or cause to be maintained at its sole expense, an Umbrella or Excess Liability Insurance policy in a

minimum amount of liability of Ten Million Dollars ($10,000,000) per occurrence and in the aggregate.

(c) **Workers Compensation Insurance**. Seller, if it has employees, shall also maintain at all times during the Contract Term Workers' Compensation and Employers' Liability insurance coverage in accordance with applicable requirements of California Law. Employer's Liability insurance shall be One Million Dollars ($1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar ($1,000,000) policy limit will apply to each employee.

(d) **Business Auto Liability Insurance**. Seller shall maintain at all times during the Contract Term Business Auto Liability insurance for bodily injury and property damage with limits of One Million Dollars ($1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) **Construction All-Risk Insurance**. Seller shall maintain or cause to be maintained during the construction of the Facility, but only after major electrical generating equipment as arrived at the Facility, prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming the Lender (if any) as the loss payee where its interest may appear.

(f) **Subcontractor Insurance**. Seller shall require all of its subcontractors to carry the same levels of insurance as Seller where exposure exists. All subcontractors shall include Seller as an additional insured to (i) Commercial General Liability insurance; (ii) Employers' Liability coverage; and (iii) Business Auto Liability insurance for bodily injury and property damage. All subcontractors shall provide a primary and non-contributory endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 17.1(g).

(g) **Evidence of Insurance**. Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. Buyer shall be given at least thirty (30) days prior Notice by Seller in the event of any cancellation of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer.

ARTICLE 18
CONFIDENTIAL INFORMATION

18.1 **Definition of Confidential Information**. The following constitutes "**Confidential Information**," whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, and (b) information that either Seller or Buyer stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a

result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

18.2 **Duty to Maintain Confidentiality**. Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient (the "**Receiving Party**") if and to the extent such disclosure is required (a) to be made by any requirements of Law, (b) pursuant to an order of a court or (c) in order to enforce this Agreement. If the Receiving Party becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator request or rule) to disclose any Confidential Information of the disclosing Party (the "**Disclosing Party**"), Receiving Party shall provide Disclosing Party with prompt notice so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. If the Disclosing Party takes no such action after receiving the foregoing notice from the Receiving Party, the Receiving Party is not required to defend against such request and shall be permitted to disclose such Confidential Information of the Disclosing Party, with no liability for any damages that arise from such disclosure. Each Party hereto acknowledges and agrees that information and documentation provided in connection with this Agreement may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

18.3 **Irreparable Injury; Remedies**. Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth in this Article 18. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the threatened breach of this Article 18 or the continuation of any such breach, without the necessity of proving actual damages.

18.4 **Disclosure to Lenders, Etc.**. Notwithstanding anything to the contrary in this Article 18, Confidential Information may be disclosed by Seller to any actual or potential Lender or investor or any of their Affiliates, and Seller's actual or potential agents, consultants, contractors, or trustees, so long as the Person to whom Confidential Information is disclosed agrees in writing to be bound by the confidentiality provisions of this Article 18 to the same extent as if it were a Party.

18.5 **Public Records Act**. Seller and Buyer acknowledge and agree that this Agreement and any documents, notices or confirmations executed in connection therewith are subject to the requirements of the California Public Records Act (Cal. Government Code § 6250 et seq.). Buyer

acknowledges that Seller may submit information to Buyer that the other party considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code § 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Cal. Government Code §§ 6254 and 6255). Seller acknowledges that Buyer may submit to Seller information that Buyer considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("**Requestor**") for production, inspection and/or copying of information designated by a Party as confidential information (such designated information, the "Confidential Information" and the disclosing Party, the "**Disclosing Party**"), the Party receiving such request (the "**Receiving Party**") as soon as practical, shall notify the Disclosing Party that such request has been made as specified in the Cover Sheet. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

18.6 **Press Releases**. Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such public statement.

ARTICLE 19
MISCELLANEOUS

19.1 **Entire Agreement; Integration; Exhibits**. This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other Party as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

19.2 **Amendments**. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

19.3 **No Waiver**. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

19.4 **No Agency, Partnership, Joint Venture or Lease**. Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement or, to the extent set forth herein, any Lender) or Indemnified Party.

19.5 **Severability**. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

19.6 **Mobile-Sierra**. Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable law.

19.7 **Counterparts; Electronic Signatures**. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original. The Parties may rely on electronic, facsimile or scanned signatures as originals.

19.8 **Electronic Delivery**. Delivery of an executed signature page of this Agreement by electronic format (including portable document format (.pdf)) shall be the same as delivery of an original executed signature page.

19.9 **Binding Effect**. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19.10 **No Recourse to Members of Buyer**. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer's

constituent members, or the employees, directors, officers, consultants or advisors or Buyer or its constituent members, in connection with this Agreement.

19.11 **Forward Contract**. The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the U.S. Bankruptcy Code, and Buyer and Seller are "forward contract merchants" within the meaning of the U.S. Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

19.12 **Further Assurances**. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

19.13 **Change in Electric Market Design**. If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then any Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then any Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Article 15. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, and (ii) all of unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

JVR Energy Park, LLC

By: _____
Name: _____
Title: _____

SAN DIEGO COMMUNITY POWER, a California joint powers authority

By: _____
Name: _____
Title: _____

EXHIBIT A

FACILITY DESCRIPTION

Site Name: JVR Energy Park

Site includes all or some of the following APNs: [redacted] 661-010-27-00; 660-020-05-00 (portion); 660-020-05-00 (portion); 614-100-20-00 (portion); 660-020-05-00 (portion); [redacted]

County: San Diego

CEQA Lead Agency: San Diego County

Type of Generating Facility: Solar photovoltaic

Operating Characteristics of Generating Facility: See Cover Sheet

Type of Storage Facility: DC-coupled lithium-ion

Operating Characteristics of Storage Facility: See Exhibit Q

Operating Restrictions of Storage Facility: See Exhibit Q

Guaranteed PV Capacity: See definition in Section 1.1

Storage Contract Capacity: See definition in Section 1.1

Facility PNode: To be established prior to the Commercial Operation Date at Facility Interconnection Point

Facility Meter: See Exhibit R

Storage Facility Meter Location(s): See Exhibit R

Facility Interconnection Point: New switchyard to be named "Carrizo Gorge Switchyard," as further described in the Interconnection Agreement

Participating Transmission Owner: San Diego Gas & Electric Company

EXHIBIT B

MAJOR PROJECT DEVELOPMENT MILESTONES AND COMMERCIAL OPERATION

1. **Major Project Development Milestones**.

(a) "**Construction Start**" will occur upon Seller's execution of an engineering, procurement, and construction contract (or similar agreement) and issuance thereunder of a notice to proceed that authorizes the contractor to mobilize to Site and begin physical construction at the Site. The date of Construction Start will be evidenced by and subject to Seller's delivery to Buyer of a certificate substantially in the form attached as Exhibit J hereto, and the date certified therein by Seller shall be the "**Construction Start Date**." The Seller shall cause Construction Start to occur no later than the Guaranteed Construction Start Date.

(b) If Construction Start is not achieved by the Guaranteed Construction Start Date, Seller shall pay Daily Delay Damages to Buyer on account of such delay. Daily Delay Damages shall be payable for each day for which Construction Start has not begun by the Guaranteed Construction Start Date. Daily Delay Damages shall be payable to Buyer by Seller until Seller reaches Construction Start of the Facility. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Daily Delay Damages, if any, accrued during the prior month and, within ten (10) Business Days following Seller's receipt of such invoice, Seller shall pay Buyer the amount of the Daily Delay Damages set forth in such invoice. Daily Delay Damages shall be refundable to Seller pursuant to Section 2(b) of this Exhibit B. The Parties agree that Buyer's receipt of Daily Delay Damages shall be Buyer's sole and exclusive remedy for Seller's unexcused delay in achieving the Guaranteed Construction Start Date, but shall (x) not be construed as Buyer's declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer's right to declare an Event of Default pursuant to Section 11.1(b)(ii) and receive a Damage Payment upon exercise of Buyer's default right pursuant to Section 11.2.

2. **Commercial Operation of the Facility**. "**Commercial Operation**" means the condition existing when (i) Seller has provided Notice to Buyer substantially in the form of Exhibit H (the "**COD Certificate**"), and (ii) Seller has notified Buyer in writing that it has provided the required documentation to Buyer and met the conditions for achieving Commercial Operation. The "**Commercial Operation Date**" shall be the later of (x) ninety (90) days before the Guaranteed Commercial Operation Date or (y) the date specified in the COD Certificate.

(a) Seller shall cause Commercial Operation for the Facility to occur by the Guaranteed Commercial Operation Date. Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.

(b) If Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date, all Daily Delay Damages paid by Seller shall be refunded to Seller, in addition to any interest actually accrued on such Daily Delay Damages. Seller shall include the request for refund of the Daily Delay Damages (and associated interest) with the first invoice to Buyer after Commercial Operation.

(c) If Seller does not achieve Commercial Operation by the Guaranteed Commercial Operation Date, Seller shall pay Commercial Operation Delay Damages to Buyer for each day after the Guaranteed Commercial Operation Date until the Commercial Operation Date. Commercial Operation Delay Damages shall be payable to Buyer by Seller until the Commercial Operation Date. On or before the tenth (10^{th}) of each month, Buyer shall invoice Seller for Commercial Operation Delay Damages, if any, accrued during the prior month and, within ten (10) Business Days following Seller's receipt of such invoice, Seller shall pay Buyer the amount of the Commercial Operation Delay Damages set forth in such invoice. The Parties agree that Buyer's receipt of Commercial Operation Delay Damages shall be Buyer's sole and exclusive remedy for Seller's unexcused delay in achieving the Commercial Operation Date on or before the Guaranteed Commercial Operation Date, but shall (x) not be construed as Buyer's declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer's right to declare an Event of Default under Section 11.2(b)(ii) and receive a Damage Payment upon exercise of Buyer's rights pursuant to Section 11.2.

3. **Termination for Failure to Achieve Commercial Operation**. If the Facility has not achieved Commercial Operation within [redacted] days after the Guaranteed Commercial Operation Date, as such date may be extended hereunder, Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2.

4. **Extension of the Guaranteed Dates**. The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date both shall, subject to notice and documentation requirements set forth below, be automatically extended, subject to reasonable verification by Buyer, on a day-for-day basis (the "**Development Cure Period**") for the duration of any and all delays arising out of the following circumstances:

(a) Seller has not acquired a final and non-appealable major use permit or any other material permits, consents, licenses, approvals, or authorizations in final and non-appealable form from any Government Authority required for Seller to own, construct, interconnect, operate or maintain the Facility, despite the exercise of diligent and commercially reasonable efforts by Seller, including the timely filing of applications for such permits, consents, licenses, approvals or authorization so as to provide sufficient time for processing under normal circumstances to meet the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date; or

(b) [redacted]

(c) a Force Majeure Event occurs; or

(d) the Interconnection Facilities or Network Upgrades are not complete and ready for the Facility to connect and sell Product at the Delivery Point by the Guaranteed Commercial Operation Date, despite the exercise of commercially reasonable efforts by Seller; or

(e) [redacted]; or

(f) Buyer has not made all necessary arrangements to receive the Facility Energy at the Delivery Point by the Guaranteed Commercial Operation Date.

Notwithstanding anything in this Agreement to the contrary, the cumulative extensions granted under the Development Cure Period shall not exceed [redacted] days, for any reason, including a Force Majeure Event, and no extension shall be given if the delay was the result of Seller's failure to take all reasonable actions to meet its requirements and deadlines; provided that the foregoing limitation shall not apply to extensions granted pursuant to [redacted]. Notwithstanding anything to the contrary, no extension under the Development Cure Period shall be given if (i) the delay was the result of Seller's failure to take all commercially reasonable actions to meet its requirements and deadlines, (ii) Seller failed to provide requested documentation as provided below, or (iii) Seller failed to provide written notice to Buyer as required in the next sentence. Seller shall provide prompt written notice to Buyer of a delay, but in no case more than thirty (30) days after Seller became aware of such delay, except that in the case of a delay occurring within sixty (60) days of the Expected Commercial Operation Date, or after such date, Seller must provide written notice within five (5) Business Days of Seller becoming aware of such delay. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take reasonable actions.

5. **Failure to Reach Guaranteed PV Capacity or Storage Contract Capacity**.

(a) *Guaranteed PV Capacity*. If, at Commercial Operation, the Installed PV Capacity is less than one hundred percent (100%) of the Guaranteed PV Capacity, Seller shall have one hundred twenty (120) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed PV Capacity is equal to (but not greater than) the Guaranteed PV Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I hereto specifying the new Installed PV Capacity. If Seller fails to construct the Guaranteed PV Capacity by such date, Seller shall pay "**Capacity Damages**" to Buyer, in an amount equal to the product of (i) [redacted] and (ii) each MW_{AC} (or portion thereof) that the Guaranteed PV Capacity exceeds the Installed PV Capacity, and the Guaranteed PV Capacity and other applicable portions of the Agreement shall be adjusted accordingly.

(b) *Storage Contract Capacity*. If, at Commercial Operation, the Installed Storage Capacity is less than one hundred percent (100%) of the Storage Contract Capacity, Seller shall have one hundred eighty (180) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed Storage Capacity is equal to (but not

greater than) [redacted] of the Storage Contract Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I hereto specifying the new Installed Storage Capacity. If Seller fails to construct the Storage Contract Capacity by such date, Seller shall pay Capacity Damages to Buyer, in an amount equal to the product of (i) [redacted] and (ii) each MW_{AC} (or portion thereof) at four hours of continuous discharge that the Storage Contract Capacity exceeds the Installed Storage Capacity, and the Storage Contract Capacity and other applicable portions of the Agreement shall be adjusted accordingly.

EXHIBIT C

COMPENSATION

Buyer shall compensate Seller for the Product in accordance with this Exhibit C.

(a) Renewable Rate. For each MWh of Adjusted Facility Energy in each Settlement Period, Buyer shall pay Seller the Renewable Rate.

(b) Deemed Delivered Energy. For each Settlement Period, Buyer shall pay Seller the Renewable Rate for each MWh of Deemed Delivered Energy.

(c) Excess Contract Year Deliveries Over [redacted]. If, at any point in any Contract Year, the amount of Facility Energy plus the amount of Deemed Delivered Energy for such Contract Year exceeds [redacted] of the Expected Energy for such Contract Year, the price to be paid for additional Facility Energy or Deemed Delivered Energy in such Contract Year in excess of [redacted] of the Expected Energy shall be equal to the lesser of (a) the Delivery Point LMP for the Real Time Market for the applicable Settlement Interval in which the Facility Energy or Deemed Delivered Energy is provided or (b[redacted].

If, at any point in any Contract Year, the amount of Facility Energy plus the amount of Deemed Delivered Energy for such Contract Year exceeds [redacted] of the Expected Energy for such Contract Year, the price to be paid for additional Facility Energy or Deemed Delivered Energy in such Contract Year in excess of [redacted].

(d) Excess Settlement Interval Deliveries. If during any Settlement Interval, Seller delivers PV Energy + Adjusted Discharging Energy in excess of the product of the Guaranteed PV Capacity and the duration of the Settlement Interval, expressed in hours ("**Excess MWh**"), then the price applicable to all such excess MWh_{AC} in such Settlement Interval shall be [redacted], and if there is a Negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the absolute value of the Negative LMP times such excess MWh_{AC} ("**Negative LMP Costs**").

(e) Curtailment Payments. Seller shall receive no compensation from Buyer for Facility Energy provided in violation of a Curtailment Order. Buyer shall pay for Deemed Delivered Energy.

(f) Storage Rate.

(i) Each month of the Delivery Term (and pro-rated for the first and last month of the Delivery Term if the Delivery Term does not start on the first day of a calendar month), Buyer shall pay Seller a Monthly Capacity Payment equal to the Storage Rate *multiplied by* the Availability Adjusted Storage Contract Capacity, as determined under Exhibit P. Without limiting Buyer's obligation to pay Seller for Discharging Energy included in Adjusted Facility Energy,

such payment constitutes the entirety of the amount due to Seller from Buyer for the Storage Product.

(ii) Storage Capacity Availability Payment True-Up. Each month during the Delivery Term, Buyer shall calculate the year-to-date (YTD) Availability Adjusted Storage Contract Capacity for the applicable Contract Year in accordance with Exhibit P. If (A) such YTD Annual Storage Capacity Availability is less than ninety percent (90%) of the Guaranteed Storage Availability, or (B) the final Annual Storage Capacity Availability is less than the Guaranteed Storage Availability, Buyer shall (1) withhold the Storage Capacity Availability Payment True-Up Amount from the next Monthly Capacity Payment(s) (the **"Storage Capacity Availability Payment True-Up"**), and (2) provide Seller with a written statement of the calculation of the YTD Annual Storage Capacity Availability and the Storage Capacity Availability Payment True-Up Amount; provided, if the Storage Capacity Availability Payment True-Up Amount is a negative number for any month prior to the final year-end Storage Capacity Availability Payment True-Up calculation, Buyer shall not be obligated to reimburse Seller any previously withheld Storage Capacity Availability Payment True-Up Amount, except as set forth in the following sentence. If Buyer withholds any Storage Capacity Availability Payment True-Up Amount pursuant to this subsection (d)(ii), and if the final year-end Storage Capacity Availability Payment True-Up Amount is a negative number, Buyer shall pay to Seller the positive value of such amount together with the next Monthly Capacity Payment due to Seller.

"Storage Capacity Availability Payment True-Up Amount" means an amount equal to A x B - C, where:

A = The sum of the year-to-date Monthly Capacity Payments

B = The Capacity Availability Factor

C = The sum of any Storage Capacity Availability Payment True-Up Amounts previously subject to withholding by Buyer in the applicable Contract Year.

"Capacity Availability Factor" means:

(A) If the YTD Availability Adjusted Storage Contract Capacity times the Storage Contract Capacity is equal to or greater than the Guaranteed Storage Availability times the Storage Contract Capacity, then:

Capacity Availability Factor = 0

(B) If the YTD Annual Storage Capacity Availability times the Storage Contract Capacity is less than the Guaranteed Storage Availability times the Storage Contract Capacity, but greater than or equal to [redacted] of the Installed Storage Capacity, then:

Capacity Availability Factor = Guaranteed Storage Availability – YTD Annual Storage Capacity Availability

(C) If the YTD Annual Storage Capacity Availability times the Storage Contract Capacity is less than [redacted] of the Installed Storage Capacity, then:

Capacity Availability Factor = ([redacted])

provided that, if the result of any of the calculations in clauses (A) through (C) above is greater than 1.0, then the Capacity Availability Factor shall be deemed to be equal to 1.0.

(g) Test Energy. Test Energy is compensated at the Test Energy Rate in accordance with Section 3.6.

(h) Tax Credits. The Parties agree that the neither the Renewable Rate, the Storage Rate nor the Test Energy Rate are subject to adjustment or amendment if Seller fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Seller or the Facility in whole or in part, or Seller or its investors are unable to benefit from any Tax Credits. Seller shall bear all risks, financial and otherwise, throughout the Contract Term, associated with Seller's or the Facility's eligibility to receive Tax Credits or to qualify for accelerated depreciation for Seller's accounting, reporting or Tax purposes. The obligations of the Parties hereunder, including those obligations set forth herein regarding the purchase and price for and Seller's obligation to deliver Facility Energy and Product, shall be effective regardless of whether the sale of Facility Energy is eligible for, or receives Tax Credits during the Contract Term.

EXHIBIT D

SCHEDULING COORDINATOR RESPONSIBILITIES

Scheduling Coordinator Responsibilities.

(a) Buyer as Scheduling Coordinator for the Facility. Upon Initial Synchronization of the Facility to the CAISO Grid and through the end of the Delivery Term, Buyer shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for the delivery and the receipt of Test Energy and the Product at the Delivery Point and for the purposes of conducting Storage Capacity Tests. At least thirty (30) days prior to the Initial Synchronization of the Facility to the CAISO Grid, (i) Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer (or Buyer's designee) as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid, and (ii) Buyer shall, and shall cause its designee to, take all actions and execute and deliver to Seller and the CAISO all documents necessary to authorize or designate Buyer or its designee as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid. On and after Initial Synchronization of the Facility to the CAISO Grid, Seller shall not authorize or designate any other party to act as the Facility's Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator, and Seller shall not revoke Buyer's authorization to act as the Facility's Scheduling Coordinator unless agreed to by Buyer. Buyer (as the Facility's SC) shall submit Schedules to the CAISO in accordance with this Agreement and the applicable CAISO Tariff, protocols and Scheduling practices for Product on a day-ahead, hour-ahead, fifteen-minute market or real time basis, as determined by Buyer.

(b) Notices. Buyer (as the Facility's SC) shall provide Seller with access to a web-based system through which Seller shall submit to Buyer and the CAISO all notices and updates required under the CAISO Tariff regarding the Facility's status, including, but not limited to, all outage requests, forced outages, forced outage reports, clearance requests, or must offer waiver forms. Seller will cooperate with Buyer to provide such notices and updates. If the web-based system is not available, Seller shall promptly submit such information to Buyer and the CAISO (in order of preference) telephonically or by electronic mail transmission to the personnel designated to receive such information.

(c) CAISO Costs and Revenues. Except during a Storage Capacity Test or as otherwise set forth below, Buyer (as Scheduling Coordinator for the Facility) shall be responsible for CAISO costs (including penalties, Imbalance Energy costs, and other charges) and shall be entitled to all CAISO revenues (including credits, Imbalance Energy revenues, and other payments), including revenues associated with CAISO dispatches, bid cost recovery, Inter-SC Trade credits, or other credits in respect of the Product Scheduled or delivered from the Facility. Seller shall be responsible for all CAISO penalties resulting from any failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement (except to the extent such non-compliance is caused by Buyer's failure to perform its duties as Scheduling Coordinator for the Facility). The Parties agree that any Availability Incentive Payments (as defined in the CAISO Tariff) are for the benefit of the Seller and for Seller's account and that any Non-Availability

Charges (as defined in the CAISO Tariff) are the responsibility of the Seller and for Seller's account. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or penalties are imposed upon the Facility or to Buyer as Scheduling Coordinator due to failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement, the cost of the sanctions or penalties shall be the Seller's responsibility.

(d) CAISO Settlements. Buyer (as the Facility's SC) shall be responsible for all settlement functions with the CAISO related to the Facility. Buyer shall render a separate invoice to Seller for any CAISO payments, charges or penalties ("**CAISO Charges Invoice**") for which Seller is responsible under this Agreement. CAISO Charges Invoices shall be rendered after settlement information becomes available from the CAISO that identifies any such CAISO charges. Notwithstanding the foregoing, Seller acknowledges that the CAISO will issue additional invoices reflecting CAISO adjustments to such CAISO charges. Buyer will review, validate, and if requested by Seller under paragraph (e) below, dispute any charges that are the responsibility of Seller in a timely manner and consistent with Buyer's existing settlement processes for charges that are Buyer's responsibilities. Subject to Seller's right to dispute and to have Buyer pursue the dispute of any such invoices, Seller shall pay the amount of CAISO Charges Invoices within ten (10) Business Days of Seller's receipt of the CAISO Charges Invoice. If Seller fails to pay such CAISO Charges Invoice within that period, Buyer may net or offset any amounts owing to it for these CAISO Charges Invoices against any future amounts it may owe to Seller under this Agreement. The obligations under this Section with respect to payment of CAISO Charges Invoices shall survive the expiration or termination of this Agreement.

(e) Dispute Costs. Buyer (as the Facility's SC) may be required by Seller to dispute CAISO settlements in respect of the Facility. Seller agrees to pay Buyer's costs and expenses (including reasonable attorneys' fees) associated with its involvement with such CAISO disputes to the extent they relate to CAISO charges payable by Seller with respect to the Facility that Seller has directed Buyer to dispute.

(f) Terminating Buyer's Designation as Scheduling Coordinator. At least thirty (30) days prior to expiration of this Agreement or as soon as reasonably practicable upon an earlier termination of this Agreement, the Parties will take all actions necessary to terminate the designation of Buyer as Scheduling Coordinator for the Facility as of 11:59 p.m. on such expiration date.

(g) Master File and Resource Data Template. Seller shall provide the data to the CAISO (and to Buyer) that is required for the CAISO's Master File and Resource Data Template (or successor data systems) for the Facility consistent with this Agreement. Neither Party shall change such data without the other Party's prior written consent, such consent not to be unreasonably withheld.

(h) NERC Reliability Standards. Buyer (as Scheduling Coordinator) shall cooperate reasonably with Seller to the extent necessary to enable Seller to comply, and for Seller to demonstrate Seller's compliance with, NERC reliability standards. This cooperation shall include the provision of information in Buyer's possession that Buyer (as Scheduling Coordinator) has

provided to the CAISO related to the Facility or actions taken by Buyer (as Scheduling Coordinator) related to Seller's compliance with NERC reliability standards.

(i) Clipped PV Energy. Scheduling Coordinator will utilize Clipped PV Energy as Charging Energy to the extent that is commercially reasonable.

(j) Charging and Discharging periods. Scheduling Coordinator will set Charging Notices and Discharging Notices at periods where it is commercially reasonable and in accordance with Operating Restrictions, the CAISO tariff, and the Interconnection Agreement.

EXHIBIT E

PROGRESS REPORTING FORM

Each Progress Report must include the following items:

1. Executive Summary.

2. Facility description.

3. Site plan of the Facility.

4. Progress with respect to completion of interconnection with SDG&E.

5. Gantt chart schedule showing progress on achieving each of the Milestones.

6. Description of any material planned changes to the Facility or the site.

7. Summary of activities during the previous calendar quarter or month, as applicable.

8. Forecast of activities scheduled for the current calendar quarter.

9. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.

10. List of issues that are likely to potentially affect Seller's Milestones.

11. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.

12. If applicable, prevailing wage reports as required by Law.

13. Progress and schedule of all major agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.

14. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.

15. Supplier Diversity Reporting (if applicable). Format to be mutually agreed by Buyer and Seller.

16. Any other documentation, reasonably requested by Buyer, evaluated by Seller and agreed if agreed to by both parties.

EXHIBIT F-1

Average Expected Energy for Contract Year 1

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
JAN	[redacted]																							
FEB	[redacted]																							
MAR	[redacted]																							
APR	[redacted]																							
MAY	[redacted]																							
JUN	[redacted]																							
JUL	[redacted]																							
AUG	[redacted]																							
SEP	[redacted]																							
OCT	[redacted]																							
NOV	[redacted]																							
DEC	[redacted]																							

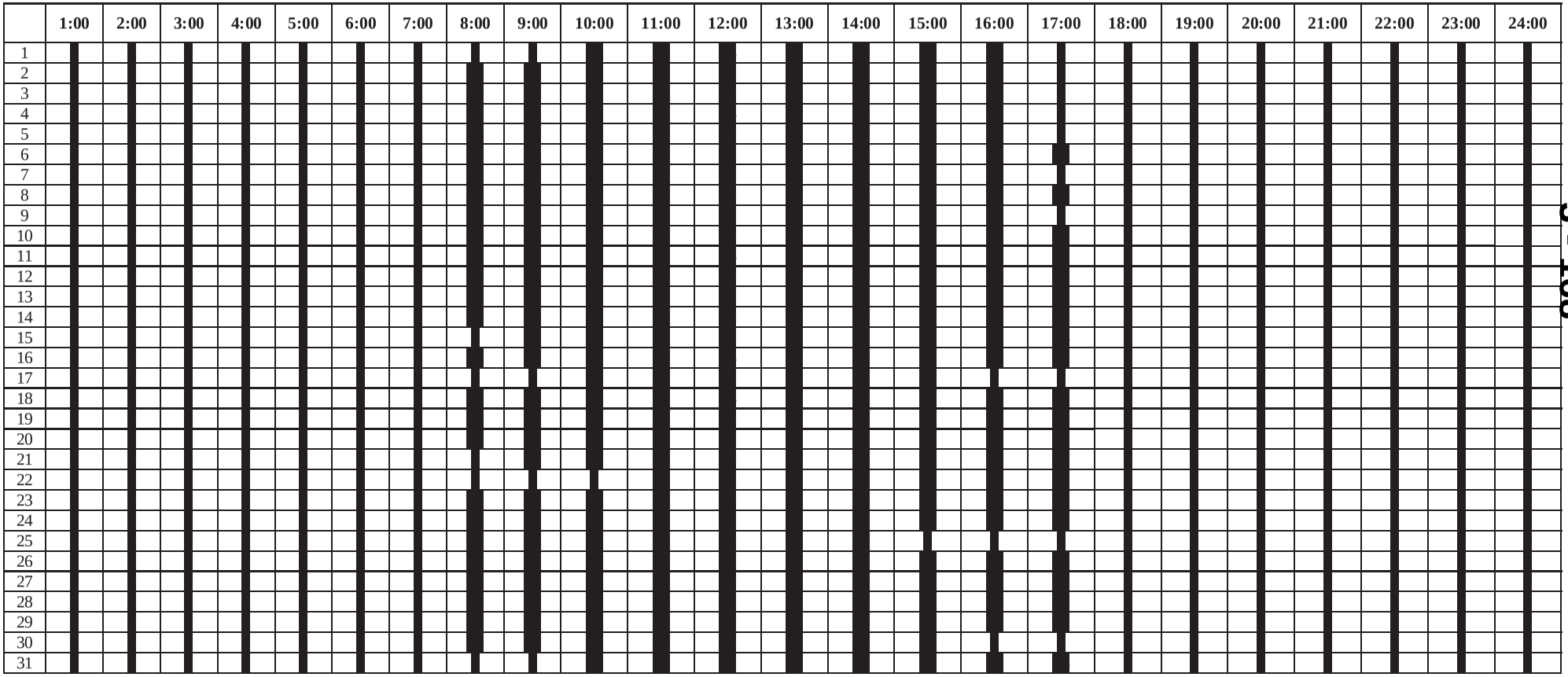
The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-2

Available Generating Capacity for Contract Year 1

The following tables are provided for informational purposes only, and shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

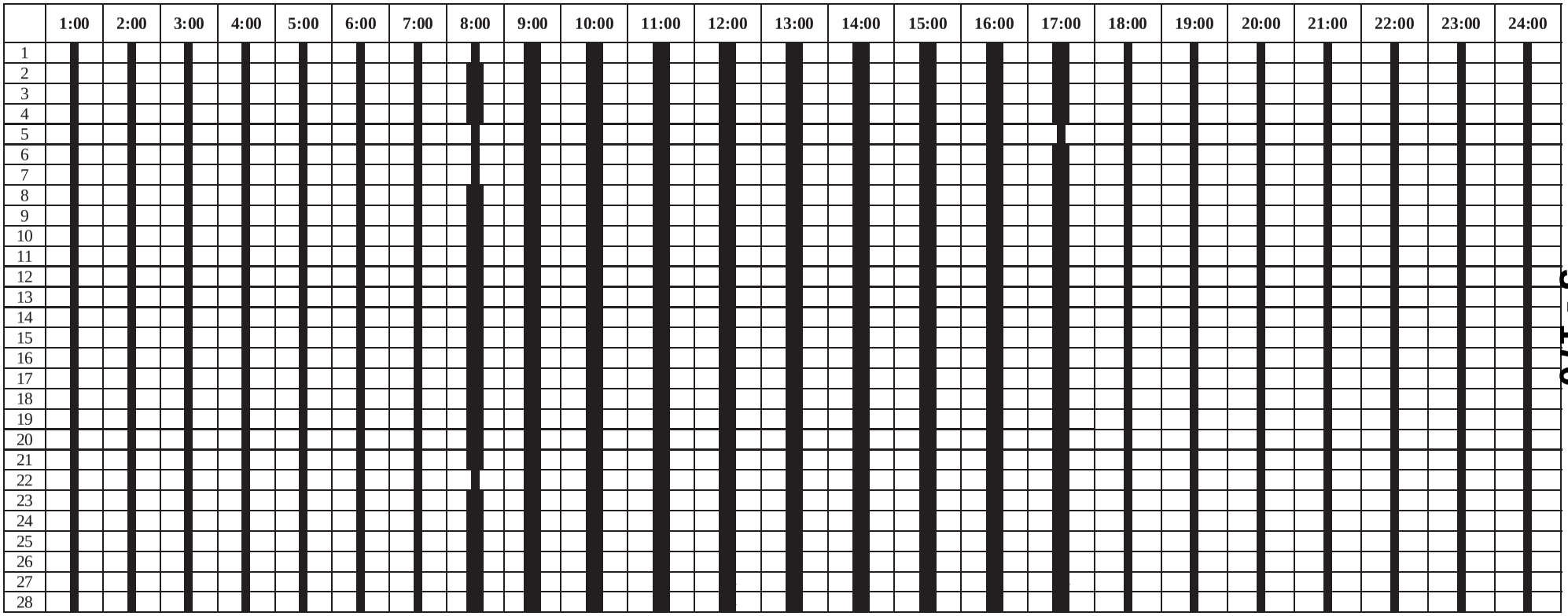
Available Generating Capacity, MW_{AC} Per Hour – January



The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

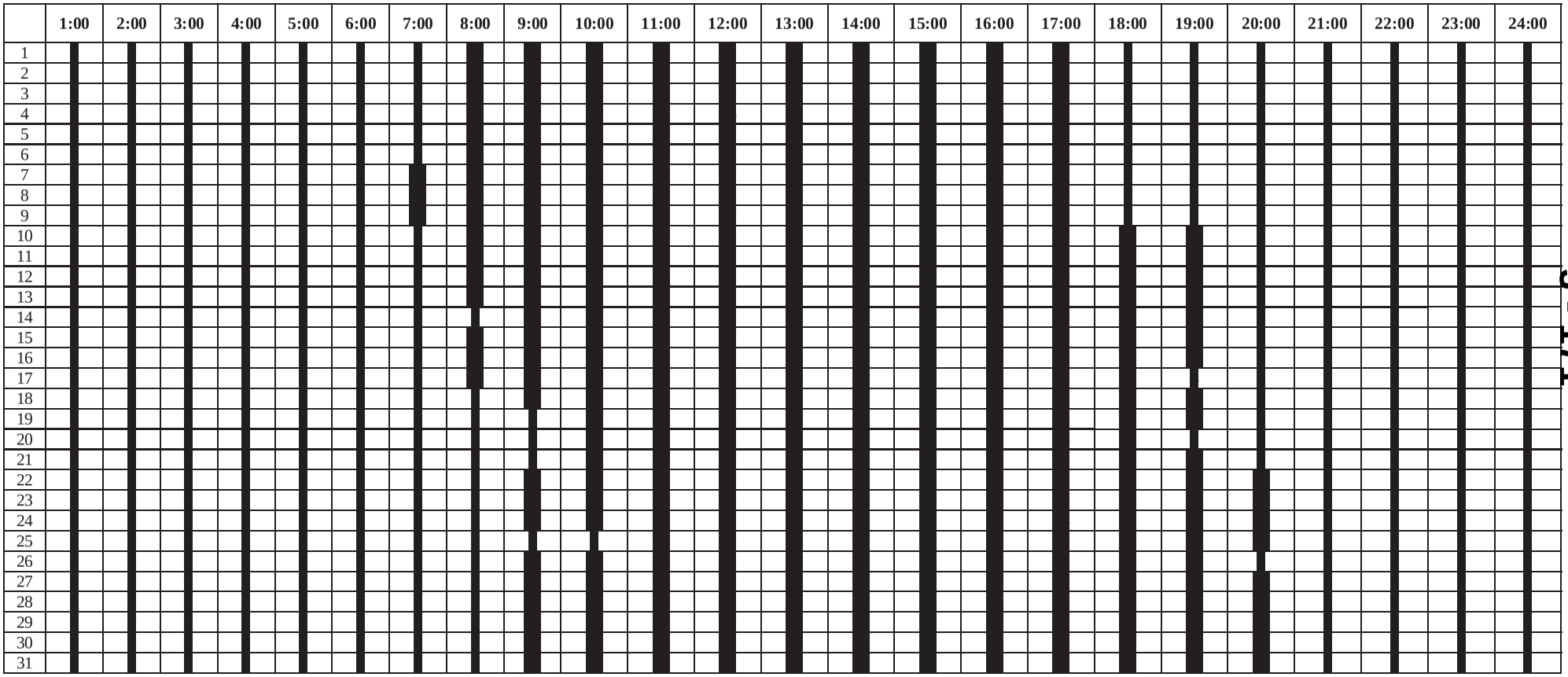
Available Generating Capacity, MW_{AC} Per Hour – February

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



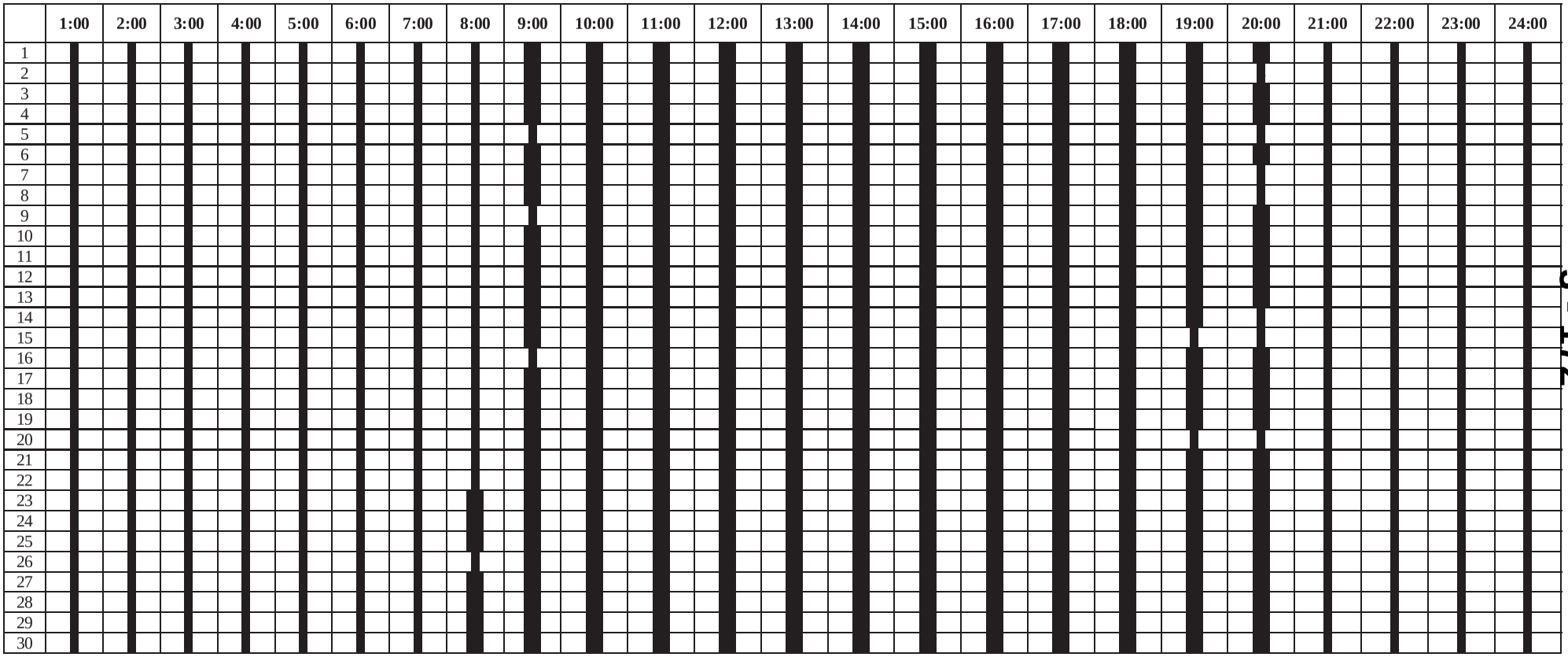
Available Generating Capacity, MW_{AC} Per Hour – March

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



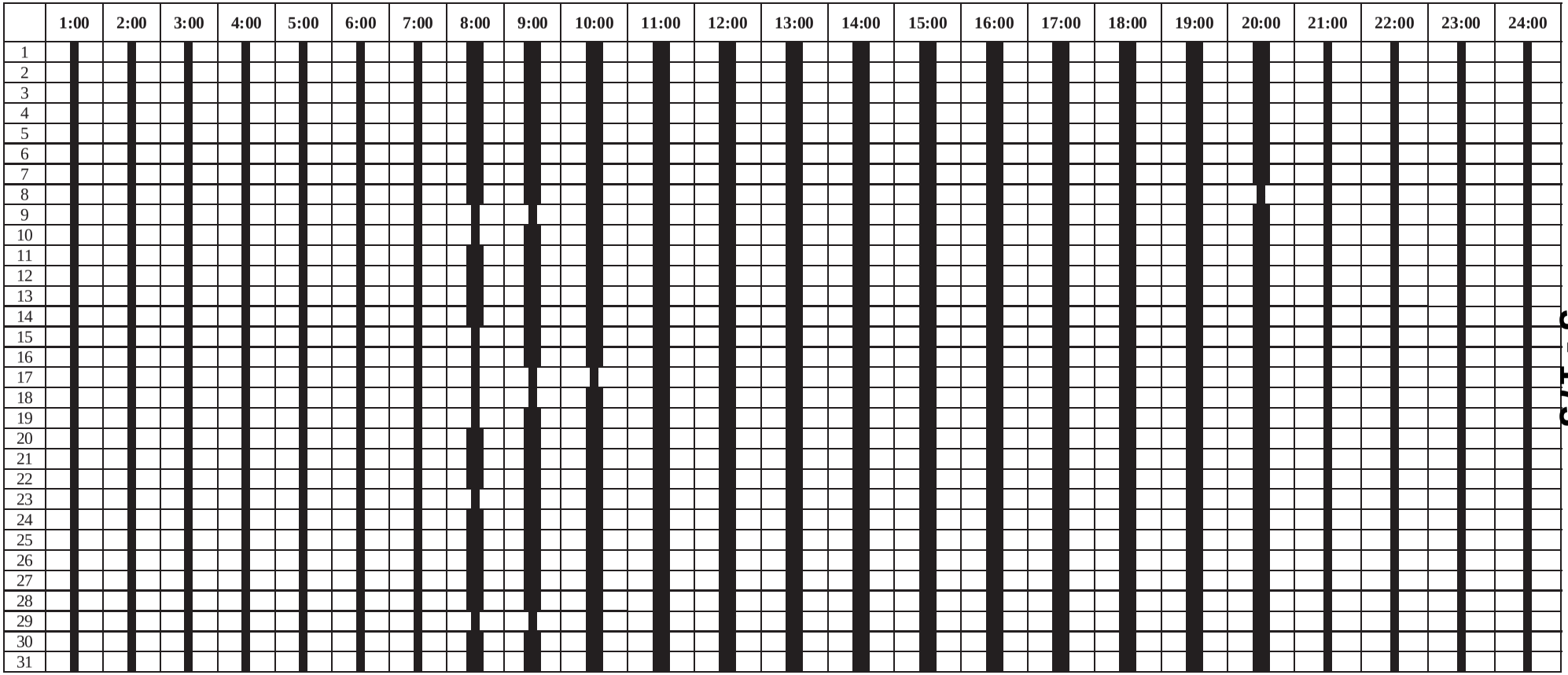
Available Generating Capacity, MW_{AC} Per Hour – April

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



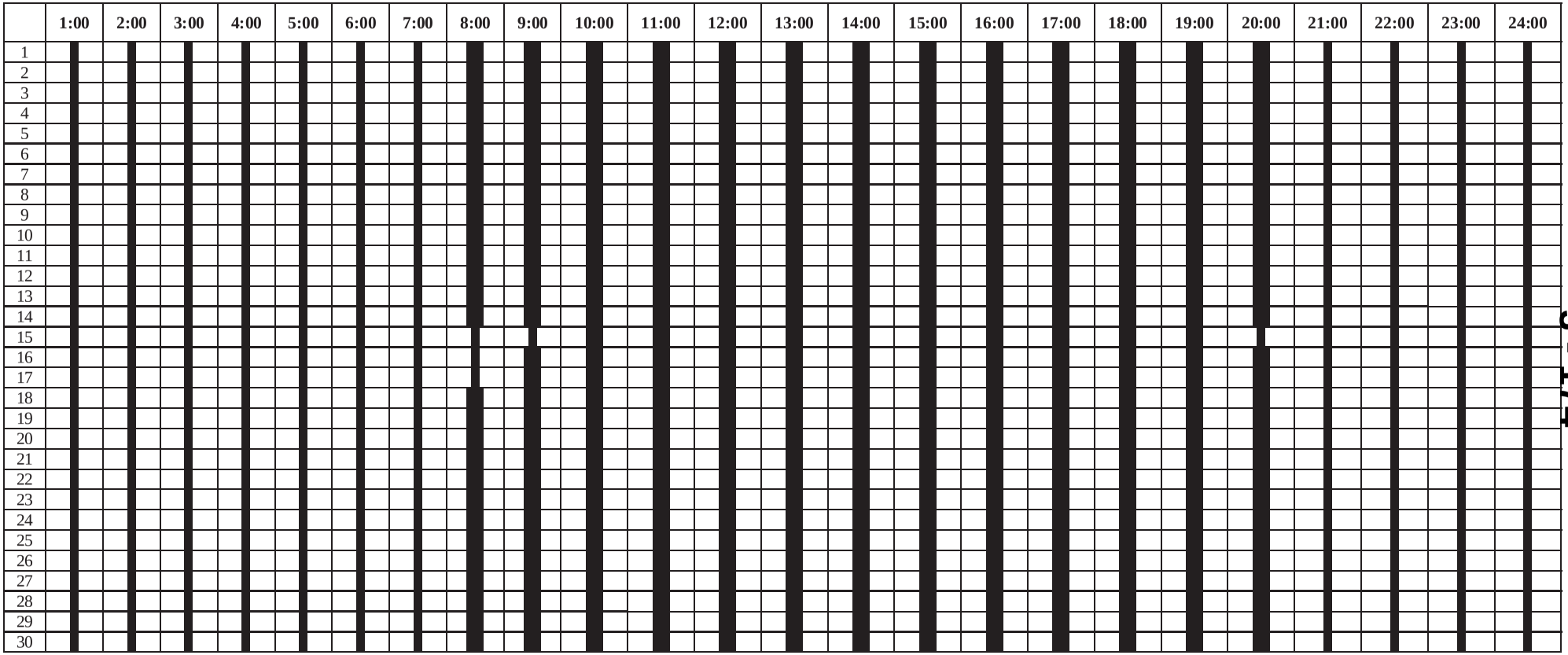
Available Generating Capacity, MW_{AC} Per Hour – May

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



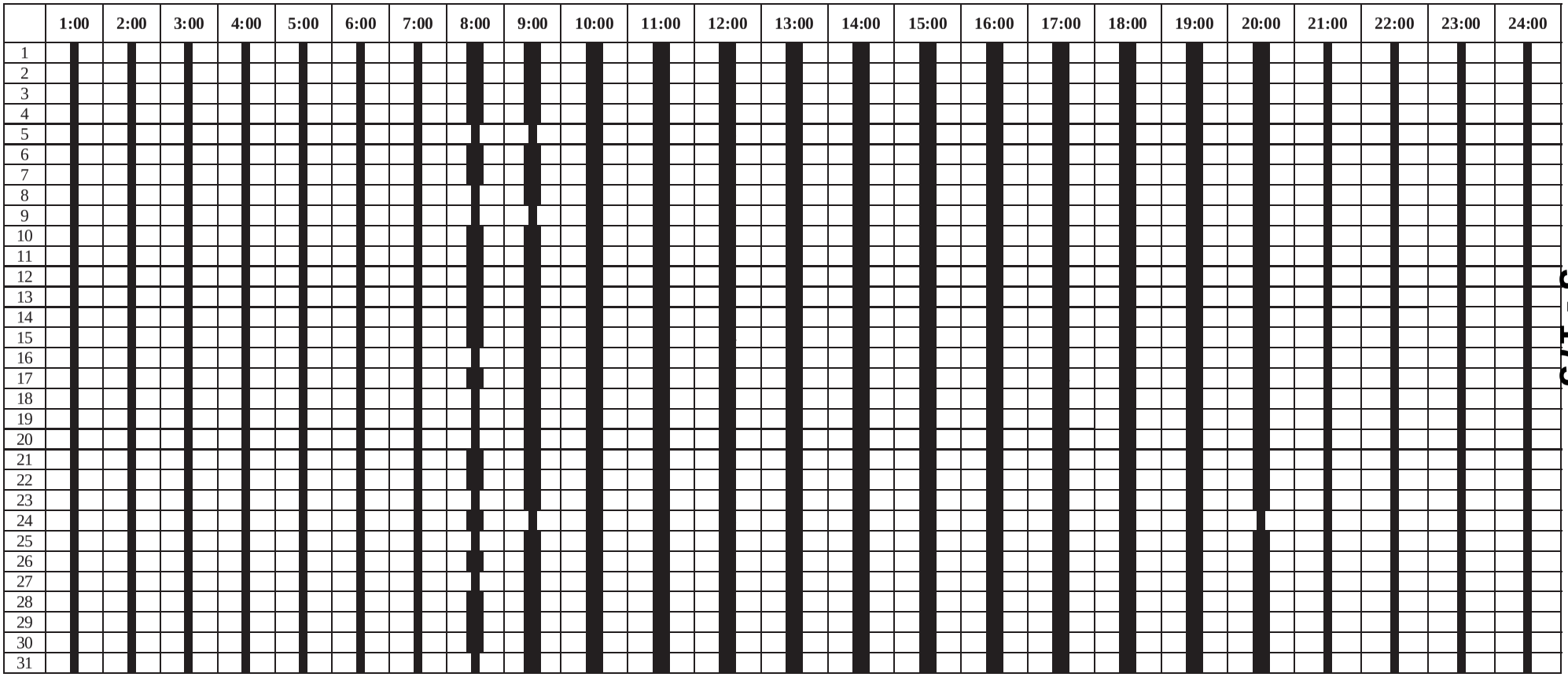
Available Generating Capacity, MW_{AC} Per Hour – June

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



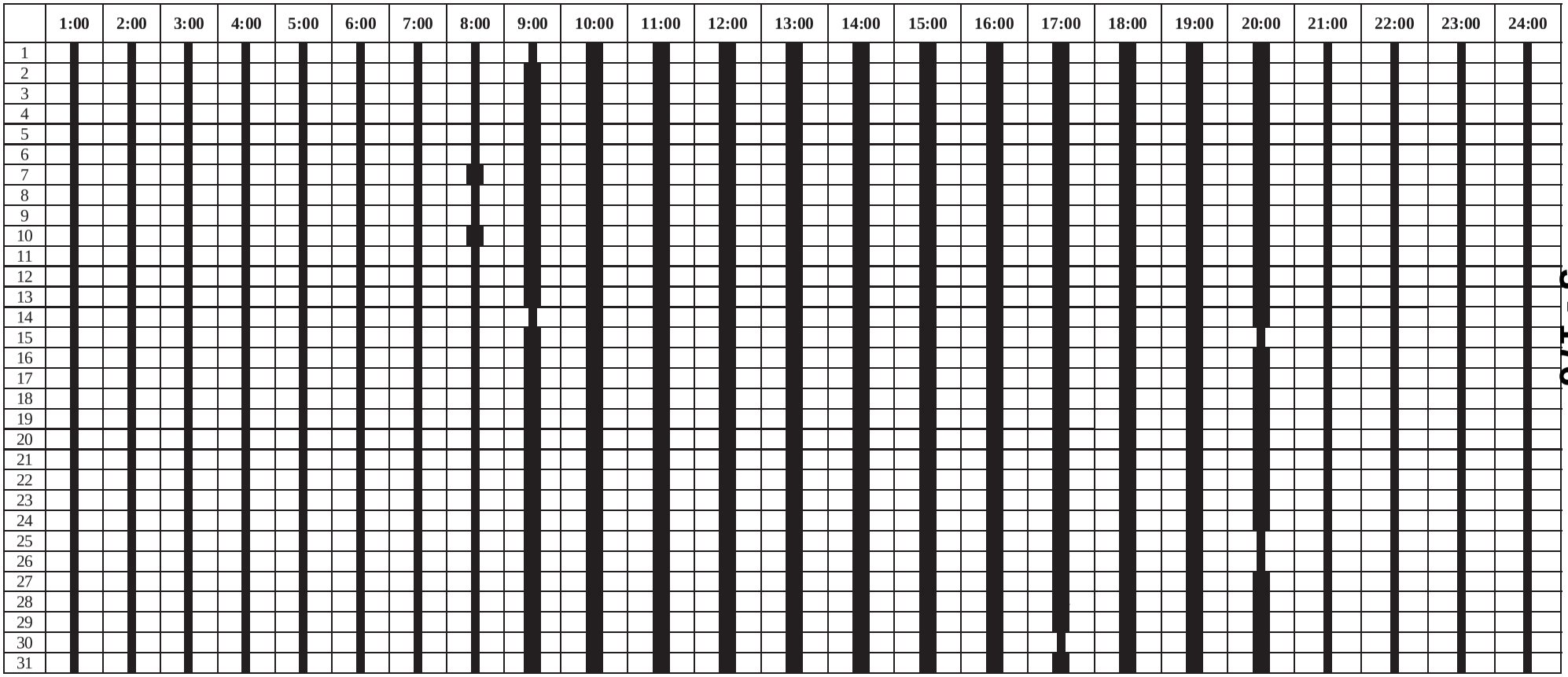
Available Generating Capacity, MW_{AC} Per Hour – July

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



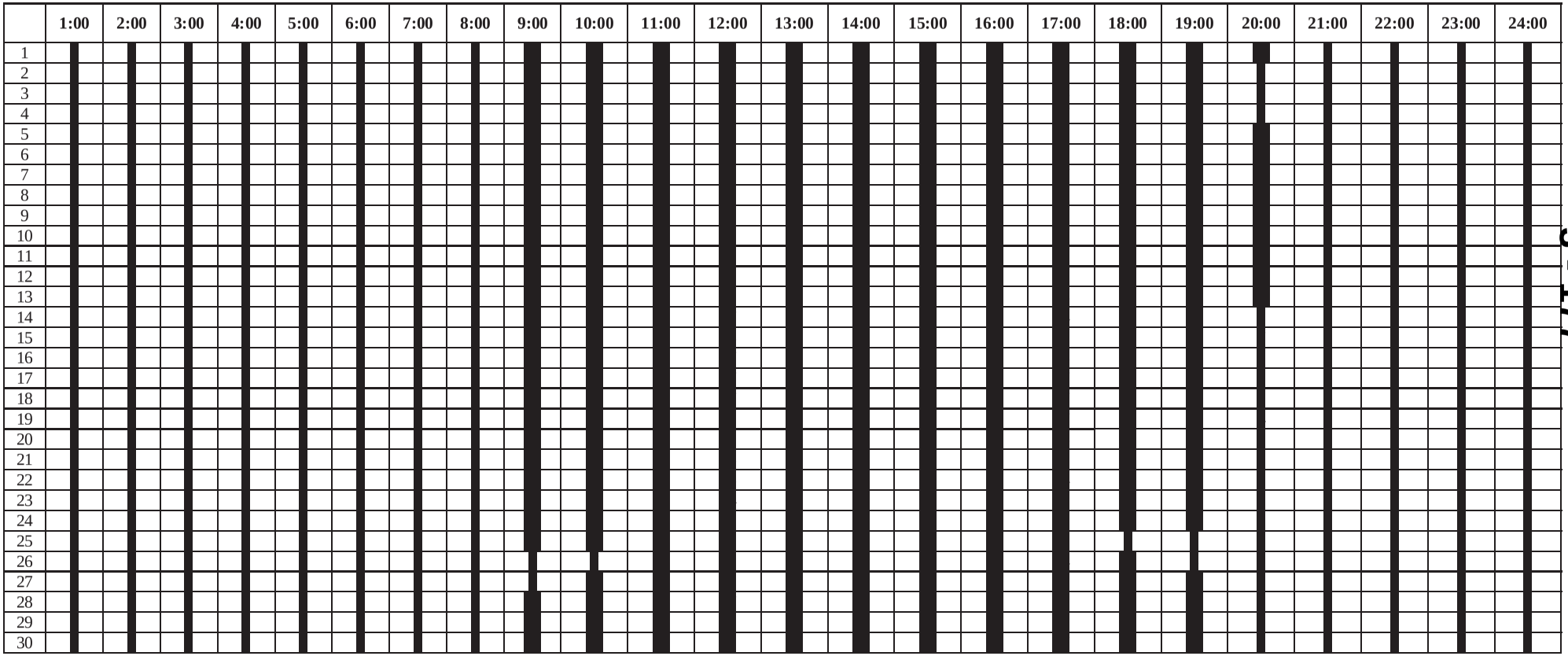
Available Generating Capacity, MW_{AC} Per Hour – August

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



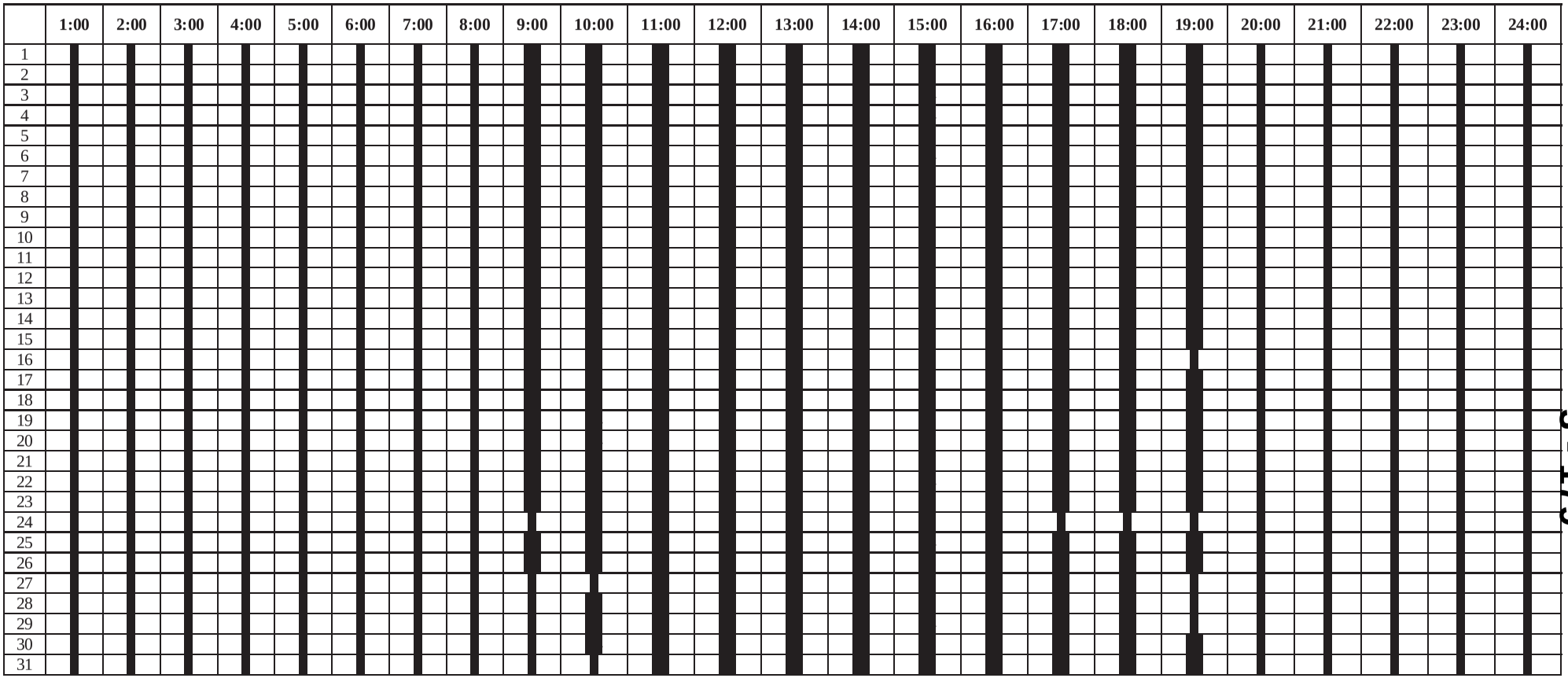
Available Generating Capacity, MW_{AC} Per Hour – September

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



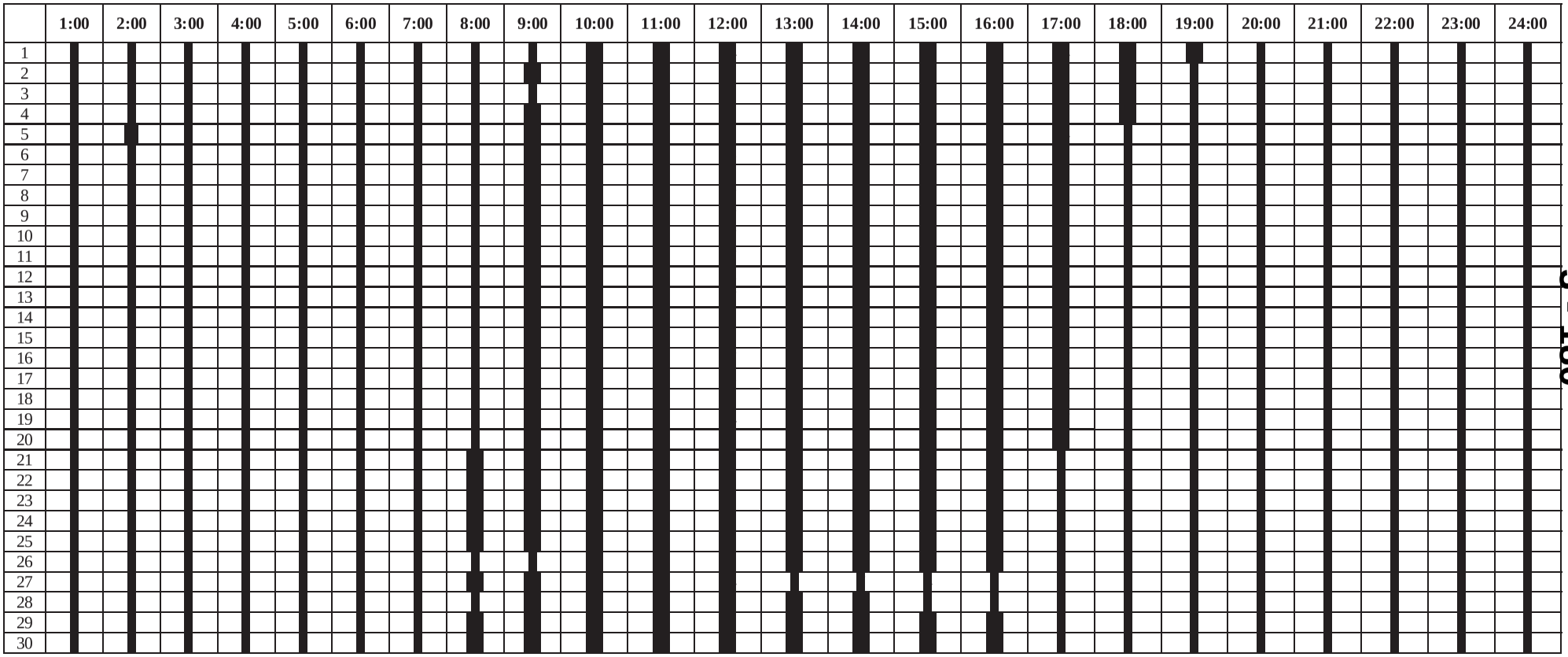
Available Generating Capacity, MW_{AC} Per Hour October

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.


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Available Generating Capacity, MW_{AC} Per Hour – November

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



3 - 180

Available Generating Capacity, MW_{AC} Per Hour December

The following table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

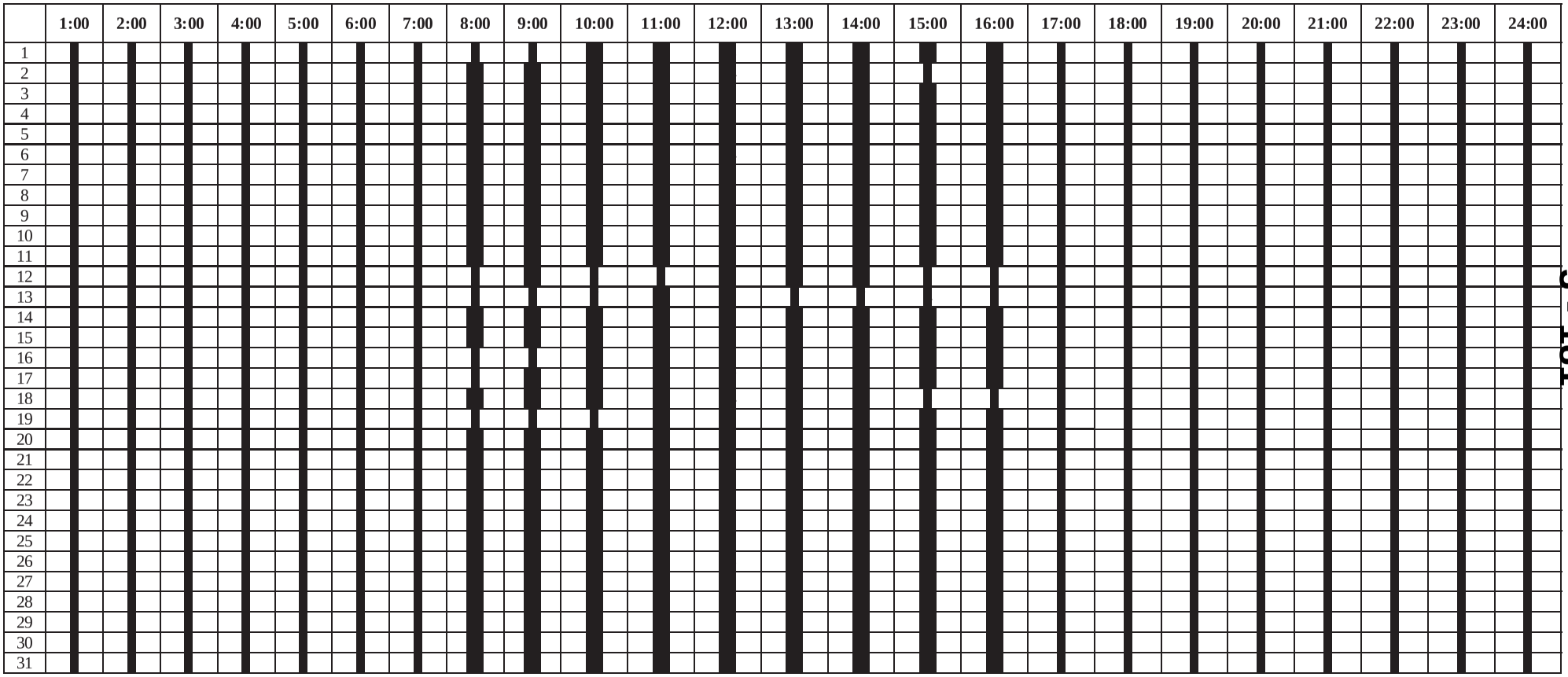


EXHIBIT G

GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

[(A – B) * (C – D)]

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh_{AC}

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh_{AC}

C = Price for Replacement Product for the Contract Year, in $/MWh_{AC}$, which shall be calculated by Buyer in a commercially reasonable manner. Buyer is not required to enter into a replacement transaction in order to determine this amount.

D = the Renewable Rate for the Contract Year, in $/MWh_{AC}$

"**Adjusted Energy Production**" shall mean the sum of the following: Adjusted Facility Energy + Deemed Delivered Energy + Lost Output + Replacement Energy.

"**Lost Output**" has the meaning given in Section 4.7 of the Agreement. The Lost Output shall be calculated in the same manner as Deemed Delivered Energy is calculated, in accordance with the definition thereof.

"**Replacement Energy**" means energy produced by a facility other than the Facility that, at the time delivered to Buyer, qualifies under Public Utilities Code 399.16(b)(1), and has Green Attributes that meet the same compliance requirements as the Energy being replaced, including with respect to the timeframe for retirement of such Green Attributes, if any, as the Green Attributes that would have been generated by the Facility during the Contract Year for which the Replacement Energy is being provided.

"**Replacement Green Attributes**" means Renewable Energy Credits of the same Portfolio Content Category (i.e., PCC1) as the Green Attributes portion of the Product and of the same timeframe for retirement as the Renewable Energy Credits that would have been generated by the Facility.

"**Replacement Product**" means (a) Replacement Energy, and (b) Replacement Green Attributes.

No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number.

Within sixty (60) days after each Contract Year, Buyer will send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, provided that the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

EXHIBIT H

FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification ("**Certification**") of Commercial Operation is delivered by _____[*licensed professional engineer*] ("**Engineer**") to San Diego Community Power, a California joint powers authority **(**"**Buyer**") in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ ("**Agreement**") by and between [_____] ("**Seller**") and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

As of _[DATE]_, Engineer hereby certifies and represents to Buyer the following:

1. The Generating Facility is operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.

2. Seller has installed equipment for the Generating Facility with a nameplate capacity of no less than ninety-five percent (95%) of the Guaranteed PV Capacity.

3. Seller has installed equipment for the Storage Facility with a nameplate capacity of no less than ninety-five percent (95%) of the Storage Contract Capacity.

4. The Generating Facility's testing included a performance test demonstrating peak electrical output of no less than ninety-five percent (95%) of the GuaranteedPV Capacity for the Generating Facility at the Delivery Point, adjusted for ambient conditions on the date of the Facility testing, and such peak electrical output, as adjusted, was [*peak output in MW_{AC}*].

5. The Storage Facility is fully capable of charging, storing and discharging energy up to no less than ninety-five percent (95%) of the Storage Contract Output and is receiving instructions to charge, store and discharge energy, all within the operational constraints and subject to the applicable Operating Restrictions.

6. Authorization to parallel the Facility was obtained by the PTO, [Name of Participating Transmission Owner as appropriate] on _[DATE]_.

7. The PTO has provided documentation supporting full unrestricted release for Commercial Operation by [Name of Participating Transmission Owner as appropriate] on _[DATE]_.

8. The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO Tariff on _[DATE]_.

EXECUTED by **[**LICENSED PROFESSIONAL ENGINEER**]**

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER**]**

By:_____

Its:_____

Date:_____

EXHIBIT I

FORM OF INSTALLED CAPACITY CERTIFICATE

This certification ("**Certification**") of Installed Capacity is delivered by [licensed professional engineer] ("**Engineer**") to to San Diego Community Power, a California joint powers authority **(**"**Buyer**") in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ ("**Agreement**") by and between [_____] ("**Seller**") and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

1. The performance test for the Generating Facility demonstrated peak electrical output of __ MW_{AC} at the Delivery Point, as adjusted for ambient conditions on the date of the performance test;

2. The Storage Capacity Test demonstrated a maximum dependable operating capability that can be sustained for four (4) consecutive hours to discharge electric energy of __ MW_{AC} to the Delivery Point, in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O ; and

3. The sum of 1. and 2. is __ MW_{AC} and shall be the Installed Capacity.

EXECUTED by **[**LICENSED PROFESSIONAL ENGINEER**]**

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER**]**

By:_____

Its:_____

Date:_____

EXHIBIT J

FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification of Construction Start Date ("**Certification**") is delivered by [_____] ("**Seller**") to to San Diego Community Power, a California joint powers authority **(**"**Buyer**") in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ ("**Agreement**") by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

1. Construction Start (as defined in Exhibit B of the Agreement) has occurred, and a copy of the notice to proceed that Seller issued to its contractor as part of Construction Start is attached hereto;

2. the Construction Start Date occurred on _____ (the "Construction Start Date"); and

3. the precise Site on which the Facility is located is, which must be within the boundaries of the previously identified Site: _____.

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ___ day of _____.

[SELLER ENTITY]

By:_____

Its:_____

Date:_____

EXHIBIT K

FORM OF LETTER OF CREDIT

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXX]

Date:
Bank Ref.:
Amount: US$[XXXXXXXX]
Expiry Date:

Beneficiary:

San Diego Community Power, a California joint powers authority

Ladies and Gentlemen:

By the order of _____ ("Applicant"), we, [insert bank name and address] ("Issuer") hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXX] ("Letter of Credit") in favor of San Diego Community Power, a California joint powers authority] ("Beneficiary"), for an amount not to exceed the aggregate sum of U.S. $[XXXXXX] (United States Dollars [XXXXX] and 00/100), pursuant to that certain Renewable Power Purchase Agreement dated as of _____ and as amended ("Agreement") between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on [Insert Date] which is one year after the issue date of this Letter of Credit, or any expiration date extended in accordance with the terms hereof ("Expiration Date").

Funds under this Letter of Credit are available to Beneficiary by presentation on or before the Expiration Date of a dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein, referencing our Letter of Credit No. [XXXXXXX] ("Drawing Certificate").

The Drawing Certificate may be presented by (a) physical delivery, (b) as a PDF attachment to an e-mail to [*bank email address*] or (c) facsimile to [bank fax number [XXX-XXX-XXXX]] confirmed by [e-mail to [*bank email address*]] Transmittal by facsimile or email shall be deemed delivered when received.

The original of this Letter of Credit (and all amendments, if any) is not required to be presented in

connection with any presentment of a Drawing Certificate by Beneficiary hereunder in order to receive payment.

We hereby agree with the Beneficiary that all documents presented under and in compliance with the terms of this Letter of Credit, that such drafts will be duly honored upon presentation to the Issuer on or before the Expiration Date. All payments made under this Letter of Credit shall be made with Issuer's own immediately available funds by means of wire transfer in immediately available United States dollars to Beneficiary's account as indicated by Beneficiary in its Drawing Certificate or in a communication accompanying its Drawing Certificate.

Partial draws are permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance.

It is a condition of this Letter of Credit that the Expiration Date shall be deemed automatically extended without an amendment for a one year period beginning on the present Expiration Date hereof and upon each anniversary for such date, unless at least one hundred twenty (120) days prior to any such Expiration Date we have sent to you written notice by overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on the date specified in such notice. No presentation made under this Letter of Credit after such Expiration Date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

This Letter of Credit shall be subject to the provisions (to the extent that such provisions are not inconsistent with this Letter of Credit) of the International Chamber of Commerce International Standby Practices (ICC publication no. 590, 1998) (the "ISP98") with regard to all matters not provided for herein, and, to the extent not inconsistent with the ISP98, this Letter of Credit shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any choice of law rules that would require the application of laws of another jurisdiction.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer's Letter of Credit No. [XXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

[Bank Name]

_____

[Insert officer name]

[Insert officer title]

(DRAW REQUEST SHOULD BE ON BENEFICIARY'S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

The undersigned, a duly authorized representative of San Diego Community Power, a California joint powers authority, as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. [XXXXXXX] (the "Letter of Credit") issued by [insert bank name] (the "Bank") by order of _____ (the "Applicant"), hereby certifies to the Bank as follows:

1. Applicant and Beneficiary are party to that certain Renewable Power Purchase Agreement dated as of _____, 20__ (the "Agreement").

2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. $_____ because a Seller Event of Default (as such term is defined in the Agreement) has occurred or other occasion provided for in the Agreement where Beneficiary is authorized to draw on the letter of credit has occurred.

   OR

   Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. $_____, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

3. The undersigned is a duly authorized representative of San Diego Community Power, a California joint powers authority and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to San Diego Community Power, a California joint powers authority, by wire transfer in immediately available funds to the following account:

[Specify account information]

San Diego Community Power
a California joint powers authority

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT L

FORM OF GUARANTY

This Guaranty (this "**Guaranty**") is entered into as of [_____] (the "**Effective Date**") by and between [_____], a [_____] ("**Guarantor**"), and San Diego Community Power, a California joint powers authority (together with its successors and permitted assigns, "**Buyer**").

Recitals

A. Buyer and [*SELLER* ENTITY], a _____ ("**Seller**"), entered into that certain Renewable Power Purchase Agreement (as amended, restated or otherwise modified from time to time, the "**PPA**") dated as of [____], 20___.

B. Guarantor is entering into this Guaranty as Performance Security to secure Seller's obligations under the PPA, as required by Section 8.8 of the PPA.

C. It is in the best interest of Guarantor to execute this Guaranty inasmuch as Guarantor will derive substantial direct and indirect benefits from the execution and delivery of the PPA.

D. Initially capitalized terms used but not defined herein have the meaning set forth in the PPA.

Agreement

1. Guaranty. For value received, Guarantor does hereby unconditionally, absolutely and irrevocably guarantee, as primary obligor and not as a surety, to Buyer the prompt payment by Seller of any and all amounts and payment obligations now or hereafter owing from Seller to Buyer under the PPA, including, without limitation, compensation for penalties, the Termination Payment, indemnification payments or other damages, as and when required pursuant to the terms of the PPA (the "**Guaranteed Amount**"), provided, that Guarantor's aggregate liability under or arising out of this Guaranty shall not exceed _____ Dollars ($_____). The Parties understand and agree that any payment by Guarantor or Seller of any portion of the Guaranteed Amount shall thereafter reduce Guarantor's maximum aggregate liability hereunder on a dollar-for-dollar basis. This Guaranty is an irrevocable, absolute, unconditional and continuing guarantee of the full and punctual payment, and not of collection, of the Guaranteed Amount and, except as otherwise expressly addressed herein, is in no way conditioned upon any requirement that Buyer first attempt to collect the payment of the Guaranteed Amount from Seller, any other guarantor of the Guaranteed Amount or any other Person or entity or resort to any other means of obtaining payment of the Guaranteed Amount. In the event Seller shall fail to duly, completely or punctually pay any Guaranteed Amount as required pursuant to the PPA, Guarantor shall promptly pay such amount as required herein.

2. Demand Notice. For avoidance of doubt, a payment shall be due for purposes of this Guaranty only when and if a payment is due and payable by Seller to Buyer under the terms and conditions of the Agreement. If Seller fails to pay any Guaranteed Amount as required pursuant to

the PPA for five (5) Business Days following Seller's receipt of Buyer's written notice of such failure (the "**Demand Notice**"), then Buyer may elect to exercise its rights under this Guaranty and may make a demand upon Guarantor (a "**Payment Demand**") for such unpaid Guaranteed Amount. A Payment Demand shall be in writing and shall reasonably specify in what manner and what amount Seller has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Buyer is requesting that Guarantor pay under this Guaranty. Guarantor shall, within five (5) Business Days following its receipt of the Payment Demand, pay the Guaranteed Amount to Buyer.

3. Scope and Duration of Guaranty. This Guaranty applies only to the Guaranteed Amount. This Guaranty shall continue in full force and effect from the Effective Date until the earlier of the following: (x) all Guaranteed Amounts have been paid in full (whether directly or indirectly through set-off or netting of amounts owed by Buyer to Seller), or (y) replacement Performance Security is provided in an amount and form required by the terms of the PPA. Further, this Guaranty (a) shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of this Guaranty, and (b) subject to the preceding sentence, shall be discharged only by complete performance of the undertakings herein. Without limiting the generality of the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged, or otherwise affected and this Guaranty shall not be invalidated or impaired or otherwise affected for the following reasons:

(i) the extension of time for the payment of any Guaranteed Amount, or

(ii) any amendment, modification or other alteration of the PPA, or

(iii) any indemnity agreement Seller may have from any party, or

(iv) any insurance that may be available to cover any loss, except to the extent insurance proceeds are used to satisfy the Guaranteed Amount, or

(v) any voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Seller or any of its assets, including but not limited to any rejection or other discharge of Seller's obligations under the PPA imposed by any court, trustee or custodian or any similar official or imposed by any law, statue or regulation, in each such event in any such proceeding, or

(vi) the release, modification, waiver or failure to pursue or seek relief with respect to any other guaranty, pledge or security device whatsoever, or

(vii) any payment to Buyer by Seller that Buyer subsequently returns to Seller pursuant to court order in any bankruptcy or other debtor-relief proceeding, or

(viii) those defenses based upon (A) the legal incapacity or lack of power or authority of any Person, including Seller and any representative of Seller to enter into the PPA or perform its obligations thereunder, (B) lack of due execution, delivery, validity or enforceability, including of

the PPA, or (C) Seller's inability to pay any Guaranteed Amount or perform its obligations under the PPA, or

(ix) any other event or circumstance that may now or hereafter constitute a defense to payment of the Guaranteed Amount, including, without limitation, statute of frauds and accord and satisfaction;

provided that Guarantor reserves the right to assert for itself any defenses, setoffs or counterclaims that Seller is or may be entitled to assert against Buyer.

4. Waivers by Guarantor. Guarantor hereby unconditionally waives as a condition precedent to the performance of its obligations hereunder, with the exception of the requirements in Paragraph 2, (a) notice of acceptance, presentment or protest with respect to the Guaranteed Amounts and this Guaranty, (b) notice of any action taken or omitted to be taken by Buyer in reliance hereon, (c) any requirement that Buyer exhaust any right, power or remedy or proceed against Seller under the PPA, and (d) any event, occurrence or other circumstance which might otherwise constitute a legal or equitable discharge of a surety. Without limiting the generality of the foregoing waiver of surety defenses, it is agreed that the occurrence of any one or more of the following shall not affect the liability of Guarantor hereunder:

(i) at any time or from time to time, without notice to Guarantor, the time for payment of any Guaranteed Amount shall be extended, or such performance or compliance shall be waived;

(ii) the obligation to pay any Guaranteed Amount shall be modified, supplemented or amended in any respect in accordance with the terms of the PPA;

(iii) subject to Section 10, any (a) sale, transfer or consolidation of Seller into or with any other entity, (b) sale of substantial assets by, or restructuring of the corporate existence of, Seller or (c) change in ownership of any membership interests of, or other ownership interests in, Seller; or

(iv) the failure by Buyer or any other Person to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, Buyer or any Person.

5. Subrogation. Notwithstanding any payments that may be made hereunder by the Guarantor, Guarantor hereby agrees that until the earlier of payment in full of all Guaranteed Amounts or expiration of the Guaranty in accordance with Section 3, it shall not be entitled to, nor shall it seek to, exercise any right or remedy arising by reason of its payment of any Guaranteed Amount under this Guaranty, whether by subrogation or otherwise, against Seller or seek contribution or reimbursement of such payments from Seller.

6. Representations and Warranties. Guarantor hereby represents and warrants that (a) it has all necessary and appropriate [***limited liability company][corporate***] powers and authority and the legal right to execute and deliver, and perform its obligations under, this Guaranty, (b) this Guaranty constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights or general principles of equity, (c) the

execution, delivery and performance of this Guaranty does not and will not contravene Guarantor's organizational documents, any applicable Law or any contractual provisions binding on or affecting Guarantor, (d) there are no actions, suits or proceedings pending before any court, governmental agency or arbitrator, or, to the knowledge of the Guarantor, threatened, against or affecting Guarantor or any of its properties or revenues which may, in any one case or in the aggregate, adversely affect the ability of Guarantor to enter into or perform its obligations under this Guaranty, and (e) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority, and no consent of any other Person (including, any stockholder or creditor of the Guarantor), that has not heretofore been obtained is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty by Guarantor.

7. Notices. Notices under this Guaranty shall be deemed received if sent to the address specified below: (i) on the day received if served by overnight express delivery, and (ii) four Business Days after mailing if sent by certified, first class mail, return receipt requested. If transmitted by facsimile, such notice shall be deemed received when the confirmation of transmission thereof is received by the party giving the notice. Any party may change its address or facsimile to which notice is given hereunder by providing notice of the same in accordance with this Paragraph 8.

If delivered to Buyer, to it at [____]
Attn: [____]
Fax: [____]

If delivered to Guarantor, to it at [____]
Attn: [____]
Fax: [____]

8. Governing Law and Forum Selection. This Guaranty shall be governed by, and interpreted and construed in accordance with, the laws of the United States and the State of California, excluding choice of law rules. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Guaranty shall be brought in the federal courts of the United States or the courts of the State of California sitting in San Diego County, California.

9. Miscellaneous. This Guaranty shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of Buyer and its successors and permitted assigns pursuant to the PPA. No provision of this Guaranty may be amended or waived except by a written instrument executed by Guarantor and Buyer. This Guaranty is not assignable by Guarantor without the prior written consent of Buyer. No provision of this Guaranty confers, nor is any provision intended to confer, upon any third party (other than Buyer's successors and permitted assigns) any benefit or right enforceable at the option of that third party. This Guaranty embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior

or contemporaneous agreements and understandings of the parties hereto, verbal or written, relating to the subject matter hereof. If any provision of this Guaranty is determined to be illegal or unenforceable (i) such provision shall be deemed restated in accordance with applicable Laws to reflect, as nearly as possible, the original intention of the parties hereto and (ii) such determination shall not affect any other provision of this Guaranty and all other provisions shall remain in full force and effect. This Guaranty may be executed in any number of separate counterparts, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Guaranty may be executed and delivered by electronic means with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

[*Signature on next page*]

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed and delivered by its duly authorized representative on the date first above written.

GUARANTOR:

[_____]

By:_____

Printed Name:_____

Title:_____

BUYER:

[_____]

By:_____

Printed Name:_____

Title:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT M

FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this "**Notice**") is delivered by [SELLER ENTITY] ("**Seller**") to San Diego Community Power, a California joint powers authority] ("**Buyer**") in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ ("**Agreement**") by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.8(b) of the Agreement, Seller hereby provides the below Replacement RA product information:

Unit Information[1]

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Point of Interconnection with the CAISO Controlled Grid ("substation or transmission line")	
Path 26 (North or South)	
LCR Area (if any)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit Contract Quantity (MW)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

[1] To be repeated for each unit if more than one.

[SELLER ENTITY]

By:_____

Its:_____

Date:_____

EXHIBIT N

NOTICES

(“Seller”)	**San Diego Community Power, a California joint powers authority** (“Buyer”)
All Notices: Street: City: Attn: Phone: Facsimile: Email: With a copy to: Street: City: Attn: Phone: Facsimile: Email:	**All Notices:** San Diego Community Power Attn: Chief Executive Officer San Diego Community Power 815 E Street, Suite 12716 San Diego, CA 92112 Phone: (619) 236-6563 E-mail: bcarnahan@sdcommunitypower.org
Reference Numbers: Duns: Federal Tax ID Number:	**Reference Numbers:** [redacted]
Invoices: Attn: Phone: Facsimile: E-mail:	**Invoices:** Attn: Michael Maher Phone: (415) 526-3020 Email: mmaher@mahercpa.com
Scheduling: Attn: Phone: Facsimile: E-mail:	**Scheduling:** Tenaska Power Services CO. Attn: Kara Whillock, Tenaska Power Services Co. Phone: 972-333-6122 Email: kwhillock@tnsk.com Day Ahead: (817) 303-1115 Real Time: (817) 303-1852 Facsimile: (817) 303-1104

("Seller")	**San Diego Community Power, a California joint powers authority** ("Buyer")
Confirmations: Attn: Phone: Facsimile: E-mail:	**Confirmations:** Attn: Chief Executive Officer San Diego Community Power 815 E Street, Suite 12716 San Diego, CA 92112 Phone: (619) 236-6563 E-mail: bcarnahan@sdcommunitypower.org
Payments: Attn: Phone: Facsimile: E-mail:	**Payments:** Attn: Michael Maher Phone: (415) 526-3020 Email: mmaher@mahercpa.com
Wire Transfer: BNK: ABA: ACCT:	**Wire Transfer:** [redacted]
With additional Notices of an Event of Default to: Attn: Phone: E-mail: With a copy to:	**With additional Notices of an Event of Default to:** Ryan Baron, Best Best & Krieger LLP 18101 Von Karman Ave., Suite 1000 Irvine CA 92612 Phone: (949) 263-6568 Email: ryan.baron@bbklaw.com
Emergency Contact: Attn: Phone: Facsimile: E-mail:	**Emergency Contact:** Attn: Chief Executive Officer San Diego Community Power 815 E Street, Suite 12716 San Diego, CA 92112 Phone: (619) 236-6563 E-mail: bcarnahan@sdcommunitypower.org

EXHIBIT O

STORAGE CAPACITY TESTS

Storage Capacity Test Notice and Frequency

A. Commercial Operation Date Storage Capacity Test. Upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Commercial Operation Storage Capacity Test prior to the Commercial Operation Date. Such initial Commercial Operation Storage Capacity Test (and any subsequent Commercial Operation Storage Capacity Test permitted in accordance with Exhibit B) shall be performed in accordance with this Exhibit O and shall establish the Installed Storage Capacity hereunder based on the actual Power capacity of the Storage Facility determined by such Commercial Operation Storage Capacity Test(s).

B. Subsequent Storage Capacity Tests. Following the Commercial Operation Storage Capacity Test(s), but not more than once per Contract Year within the first quarter of each Contract Year, upon no less than ten (10) Business Days prior Notice to Seller, Buyer shall have the right to require Seller to schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a retest of the most recent Storage Capacity Test at any time upon no less than five (5) Business Days prior written Notice to Seller if Buyer provides data with such Notice reasonably indicating that the then-current Storage Contract Capacity has varied materially from the results of the most recent prior Storage Capacity Test. Seller shall have the right to perform a Storage Capacity Test or run a retest of any Storage Capacity Test at any time during any Contract Year upon five (5) Business Days' prior written Notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practice).

C. Test Results and Re-Setting of Storage Contract Capacity. No later than five (5) days following any Storage Capacity Test, Seller shall submit a testing report detailing results and findings of the test. The report shall include Storage Facility Meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility. In accordance with Section 4.9(b) of the Agreement and Part II(I) below, after the Commercial Operation Storage Capacity Test(s), the Storage Contract Capacity determined pursuant to such Capacity Test shall become the new Storage Contract Capacity at the beginning of the day following the completion of the test for calculating the Contract Price and all other purposes under this Agreement.

Storage Capacity Test Procedures

PART I. GENERAL.

A. Each Storage Capacity Test (including the Commercial Operation Storage Capacity Test, each subsequent Storage Capacity Test, and all re-tests thereof permitted under paragraph B above) shall be conducted in accordance with Prudent Operating Practices and the provisions of this Exhibit O. For ease of reference, a Storage Capacity Test is sometimes referred to in this Exhibit O as a "**SCT**". Buyer or its representative may be present for the SCT and may, for informational purposes only, use its own metering equipment for verification purposes (at Buyer's sole cost).

B. Conditions Prior to Testing.

(1) The EMS shall be successfully configured to communicate and exchange data with the Battery Management System ("BMS"), Seller's SCADA system (if applicable), Buyer's SCADA device, and a historian device (if separate) for the calculation, recording and archiving of data points.

(2) The Remote Terminal Unit (RTU) testing should be successfully completed prior to any testing. The interface between Buyer's RTU and the SCADA System should be fully tested and functional prior to starting any testing, including verification of the data transmission pathway between the Buyer's RTU and Seller's EMS interface and the ability to record SCADA Systems data.

(3) Commissioning shall be successfully completed per manufacturer guidance on all applicable installed Facility equipment, including verification that all controls, set points, and instruments of the BMS and EMS are configured.

(4) Any SCTs requiring the availability of Charging Energy shall be conducted when the Generating Facility is producing at a rate equal to or above the Storage Contract Output *divided by* four (4) hours, continuously for a five (5)-hour period; *provided* that Seller may waive such conditions at its sole discretion. Any SCTs that are required or allowed to occur under this Exhibit O that take place in the absence of the above condition being satisfied shall be subject to a mutually agreed upon adjustment (such agreement not to be unreasonably withheld) between Seller and Buyer with respect to the allowed charging time for such SCT and/or Storage Facility Charging Loss Factor definition, which adjustment(s) shall be commensurate with then-existing irradiance limitations.

(5) Any SCTs measuring Discharging Energy shall be conducted when the Generating Facility is not delivering Energy to the Facility meter.

PART II. REQUIREMENTS APPLICABLE TO ALL STORAGE CAPACITY TESTS.

A. Purpose of Test. Each SCT shall:

(1) Test Charging from the Generating Facility at the Storage Facility Meter to establish Storage Facility Charging Loss Factor and charging ramp rate.

(2) Test Discharging from the Storage Facility to the Delivery Point at the Facility Meter to establish Storage Facility Discharging Loss Factor, discharging ramp rate, and Storage Contract Capacity,.

B. Parameters. During each SCT, the following parameters shall be measured and recorded simultaneously for the Storage Facility, at a minimum of two (2) second intervals:

(1) time (seconds);

(2) Charging Power (MW_{DC}) at the Storage Facility Meter;

(3) Stored Energy Level (MWh_{DC}) at the Storage Facility Meter, either directly measured or derived;

(4) Discharging Power (MW_{AC}) at the Facility Meter;

C. Site Conditions. During each SCT, the following conditions at the Site shall be measured and recorded simultaneously at thirty (30) minute intervals:

(1) Relative humidity (%);

(2) Barometric pressure (inches Hg) at facility weatherstation nearest to Storage Facility; and

(3) Ambient air Temperature (°F).

D. Test Elements. Each SCT shall include the following test elements, during which time the Storage Facility may be regulated between 0.95 power factor leading and lagging as needed to comply with CAISO reactive power requirements:

(1) The discharging of the Storage Facility to its minimum SoC as allowed by the Storage Facility's control system and Operating Restrictions;

(2) Once at Minimum SoC, holding the Storage Facility in an active-standby state for at least 30 minutes to allow for thermal normialization of batteries;

(3) The charging of the Storage Facility at a constant power charge rate no larger than per Operating Restrictions until the SoC reaches at least 90%, continued by the receipt of charging Energy as sustained until the SoC reaches 100%, not to exceed five (5) hours of total charging time;

(4) The measurement of the time from when the charge signal is sent until the constant power charge rate is achieved (dividing the constant power charge rate by this measurement will determine the updated charging ramp rate);

(5) The measurement of Energy, as measured by the Storage Facility Meter, that is required to charge the Storage Facility until a 100% SoC is achieved;

(6) Once at Maximum SoC, the Storage Facility shall be held in an active-standby state for at least 30 minutes to allow for thermal normilzation of the batteries;

(7) The discharging of the Storage Facility for four (4) continuous hours at a constant power discharge rate (in MW_{AC} as measured at the Facility Meter) no greater than the Storage Contract Output divided by for four (4) hours;

(8) The measurement of the time from when the discharge signal is sent until the constant power discharge rate is achieved (dividing the constant power charge rate by this measurement will determine the updated discharging ramp rate);

(9) The measurement of Energy, as measured by the Storage Facility Meter, that is discharged from the Storage Facility to the Delivery Point until the minimum SoC allowed by Operating Restrictions is achieved as indicated by the battery management system.

E. Test Conditions.

(1) General. At all times during a SCT, the Storage Facility shall be operated in compliance with Prudent Operating Practices and all operating protocols recommended, required or established by the manufacturer for the Storage Facility. Buyer shall ensure that the Storage Facility has charged and discharged at least eighty percent (80%) of one (1) Cycle in the 24-hour period prior to the beginning of the SCT.

(2) Abnormal Conditions. If abnormal operating or grid conditions that prevent the recordation of any required parameter occur during a SCT (including a level of irradiance that does not permit the Generating Facility to produce sufficient Charging Energy), Seller may postpone or reschedule all or part of such SCT in accordance with Part II.F below.

(3) Instrumentation and Metering. Seller shall provide all instrumentation, metering and data collection equipment required to perform the SCT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Operating Practice, and as applicable, the CAISO Tariff.

F. Incomplete Test. Except as provided in Part I(D), If any SCT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the SCT stopped; (ii) require that the portion of the SCT not completed, be completed within a reasonable specified time period; or (iii) require that the SCT be entirely repeated. Notwithstanding the above, if Seller is unable to complete a SCT due to a Force Majeure Event or the actions or inactions of Buyer or the CAISO or the PTO, Seller shall be permitted to reconduct such SCT on dates and at times reasonably acceptable to the Parties.

G. Final Report. Within fifteen (15) Business Days after the completion of any SCT, Seller shall prepare and submit to Buyer a written report of the results of the SCT,

which report shall include:

(1) a record of the personnel present during the SCT that served in an operating, testing, monitoring or other such participatory role;

(2) the measured data for each parameter set forth in Part II.A through D, as applicable, including copies of the raw data taken during the test;

(3) the current level of Storage Contract Capacity, the amount of Energy required to fully charge the battery, the current charge and discharge ramp rate, and the Maximum Stored Energy Level, each determined by the SCT, including supporting calculations; and

(4) Seller's statement of either Seller's acceptance of the SCT or Seller's rejection of the SCT results and reason(s) therefor.

Within ten (10) Business Days after receipt of such report, Buyer shall notify Seller in writing of either Buyer's acceptance of the SCT results or Buyer's rejection of the SCT and reason(s) therefor.

If either Party reasonably rejects the results of any SCT, such SCT shall be repeated in accordance with Part II.F.

H. Supplementary Storage Capacity Test Protocol. No later than sixty (60) days prior to commencing Storage Facility construction, Seller shall deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) a supplement to this Exhibit O with additional and supplementary details, procedures and requirements applicable to Storage Capacity Tests based on the then current design of the Storage Facility ("**Supplementary Storage Capacity Test Protocol**"). Thereafter, from time to time, Seller may deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) any Seller recommended updates to the then current Supplementary Storage Capacity Test Protocol. The initial Supplementary Storage Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed an amendment to this Exhibit O.

I. Adjustment to Storage Contract Capacity. The result of dividing (i) the lesser of (a) the Storage Contract Output, and (b) the total amount of Facility Energy delivered to the Delivery Point as measured at the Facility Meter (expressed in MWh_{AC}) during the first four (4) hours of discharge; divided by (ii) four (4) hours; shall be the new Storage Contract Capacity in accordance with Section 4.9(c) of the Agreement.

J. Adjustment to Storage Facility Charging Loss Factor. Using the measurements from the test procedure measuring constant power charging from SoC of 0% to SoC of no less than 90%, the result of dividing (i) the average Charging Power

(expressed in MWh_{DC}) as measured at the Storage Facility Meter, by (ii) the Storage Facility's maximum Charging Power allowed under Operating Restrictions (expressed in MWh_{DC}) at the DC bus of the inverter, shall be the new Storage Facility Charging Loss Factor.

K. Adjustment to Storage Facility Discharging Loss Factor. The result of (i) the total change in Discharging Energy (expressed in MWh_{AC}) at the Facility meter divided by (ii) the total change in Stored Energy Level (expressed in MWh_{DC}) at the Storage Facility Meter, as measured during the four (4) hour constant power discharging test, shall be the new Storage Facility Discharging Loss Factor.

EXHIBIT P

STORAGE FACILITY AVAILABILITY

Annual Storage Availability

(a) Calculation of Annual Storage Availability. Seller shall calculate the "**Annual Storage Availability**" in a given Contract Year using the formula set forth below:

Annual Storage Availability (%) =

$$\frac{1}{Annual\ On\ Peak\ Hours} * \sum_{h=1}^{Annual\ On\ Peak\ Hours} MIN[(ASPC(h)), (ASEC(h))]$$

Where:

Annual On Peak Hours – the sum of all On-Peak Hours in a given Contract Year.

ASPC(h) = **"Available Storage Power Capacity"** - In a given On-Peak Hour, the deliverable power capacity of the Storage Facility at the Delivery Point (as determined by the EMS, adjusted for losses) *divided by* the Storage Contract Capacity.

ASEC(h) = **"Available Storage Energy Capacity"** - In a given On-Peak Hour, the deliverable Stored Energy Level in MWh_{AC} at the Delivery Point if the SOC was 100%, *divided by* the result of (i) the Storage Contract Capacity multiplied by (ii) four (4) hours.

ASPC and ASEC shall only be deemed unavailable (in whole or in part) if the Storage Facility is not able to deliver corresponding Storage Product for any reason other than the occurrence of any of the following (each, an "**Excused Event**"): a Force Majeure Event, Buyer Bid Curtailment, Buyer Curtailment Orders, Curtailment Orders, Buyer Default, Storage Capacity Tests, System Emergencies, Transmission System Outage, Battery Augmentation, or the Operating Restrictions in Exhibit Q. For the avoidance of doubt, ASPC and ASEC during an On-Peak Hour coinciding with an Excused Event shall be calculated as if an Excused Event had not occurred.

If the Storage Facility was previously deemed unavailable (in whole or in part) for a period of time, and Seller provides a revised Notice indicating the Storage Facility is available for such period of time by 5:00 A.M. of the morning Buyer schedules or bids the Storage Facility in the Day-Ahead Market, the Storage Facility will be deemed to be available to the extent set forth in the revised Notice.

If the Storage Facility was previously deemed unavailable (in whole or in part) for a period of time, and Seller provides a revised Notice indicating the Storage Facility is available for such period of time at least sixty (60) minutes prior to the time the Buyer is required to schedule or bid the Storage Facility in the Real-Time Market, and the Storage Facility is dispatched in the Real-Time Market, the Storage Facility will be deemed to be available to the extent set forth in the revised Notice.

Availability Adjustment

The applicable "**Availability Adjusted Storage Contract Capacity**" is calculated by multiplying the Storage Contract Capacity by the Availability Adjustment ("**Availability Adjustment**" or "**AA**"), which is calculated as follows:

(i) If the Annual Storage Availability is greater than or equal to the Guaranteed Storage Availability, then:

AA = [redacted]

(ii) If the Annual Storage Availability is less than the Guaranteed Storage Availability, but greater than or equal to [redacted]%, then:

AA = 100% - [[redacted]]

(iii) If the Annual Storage Availability is less than [redacted], then:

AA = [redacted]

EXHIBIT Q

OPERATING RESTRICTIONS

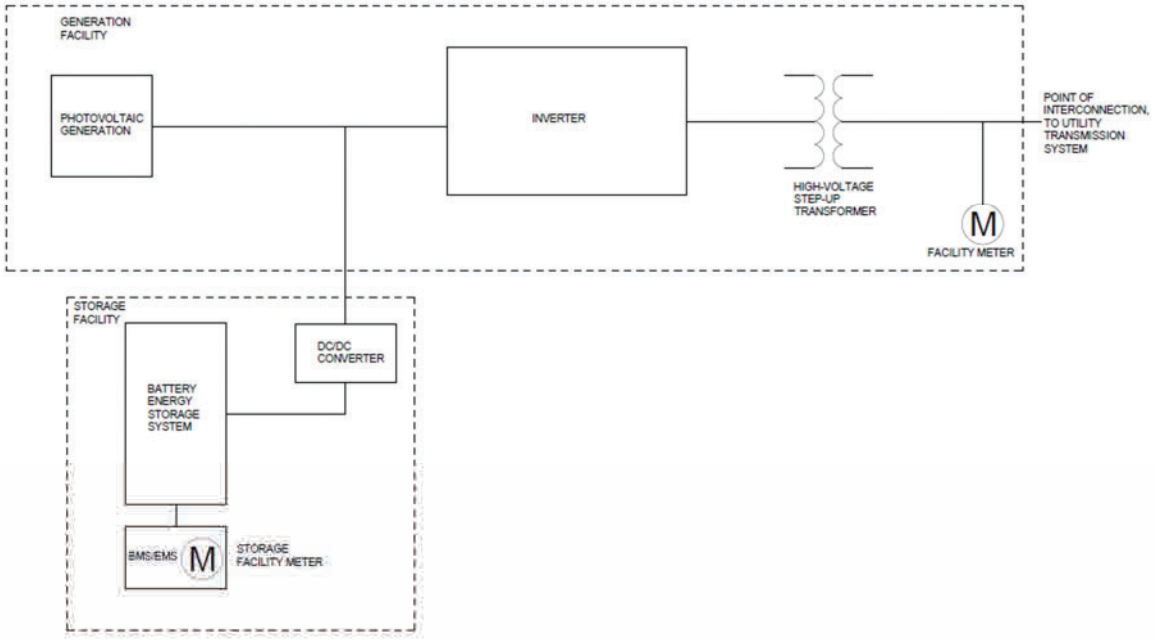
The Storage Facility shall be subject to the following Operating Restrictions:

	Description	**Value**	**Notes**
1.	Storage Contract Capacity	[redacted]	
2.	Maximum Stored Energy Level	[redacted]	
3.	Minimum Stored Energy Level	[redacted]	
4.	Maximum Charging Capacity	[redacted]	
5.	Minimum Charging Capacity	[redacted]	
6.	Maximum Discharging Capacity	[redacted]	
7.	Minimum Discharging Capacity	[redacted]	
8.	Maximum State of Charge (SOC) during Charging	[redacted]	
9.	Minimum State of Charge (SOC) during Discharging	[redacted]	
10.	Annual Average State of Charge Range (SOC)	[redacted]	Measured during each Contract Year
11.	Annual Cycle Limit	[redacted]	Not to exceed the stated value Measured during each Contract Year
12.	Daily Dispatch Limits	[redacted]	Not to exceed the stated value See Cover Sheet

13.	Ramp rate	[redacted]	
14.	Charging Energy source	The Storage Facility will only be charged by the Generating Facility	
15.	EMS/BMS limits	Any limits on imposed on Storage Facility operation by the EMS or BMS for the protection or preservation of person or property.	Limts shall be respected.

EXHIBIT R

METERING DIAGRAM



Attachment B –
Environmental Impact Report

The Final EIR, including Technical Studies and Response to Comments are available at https://www.sandiegocounty.gov/content/sdc/pds/ceqa/MUP-18-022.html

Attachment C – Form of Decision Major Use Permit PDS2018-MUP-18-022

KATHLEEN FLANNERY
Acting Director

County of San Diego
PLANNING & DEVELOPMENT SERVICES

VINCE NICOLETTI
Acting Assistant Director

5510 OVERLAND AVENUE, SUITE 110, SAN DIEGO, CALIFORNIA 92123
INFORMATION (858) 694-2960
TOLL FREE (800) 411-0017
www.sdcounty.ca.gov/pds

August 18, 2021

PERMITTEE:	JVR ENERGY PARK LLC
MAJOR USE PERMIT:	PDS2018-MUP-18-022
E.R. NUMBER:	PDS2018-ER-18-22-001
PROPERTY:	45346 OLD HIGHWAY 80, JACUMBA HOT SPRINGS, CA
APNS:	614-100-20; 614-100-21; 614; 110-04; 660-020-05; 660-020-06; 660-150-04; 660-150-07; 660-150-08; 660-150-10; 660-150-14; 660-150-17; 660-150-18; 660-170-09; 661-010-02; 661-010-15; 661-010-26; 661-010-27; 661-010-30; 661-060-12; 661-060-22; 660-140-06; 660-140-08; 660-150-21; 660-150-16

DECISION OF THE BOARD OF SUPERVISORS

This Major Use Permit for PDS2019-MUP-19-002 consists of twenty (20) sheets including site plan, and elevations dated April 6, 2021 and authorizes the construction, use and decommissioning of an 90MW solar facility, 90MW battery energy storage system, inverter/transformer platforms, an underground electrical collection system, a collector substation, a switchyard, an overhead gen-tie line, security fencing, and internal access.

The Community Buffer Alternative described in the FEIR recommended by County staff will still be subject to the same conditions stipulated below.

The Wildlife Corridor opening in the perimeter fence north of the SDG&E easement as specified in M-BI-3(d) shall be maintained for the life of the project. Fencing shall be maintained for the life of the project as described in M-AE-6. The types of fencing allowed in potential flood areas shall adhere to M-HYD-1.

The granting of this permit also approves the Preliminary Grading Plan dated April 6, 2021. In accordance with the Section 87.207 of the County Grading Ordinance, Environmental Mitigation Measures or other conditions of approval required and identified on the preliminary plans, shall be completed or implemented on the final engineering plans as applicable before any improvement or grading plan can be approved and any

permit issued in reliance of the approved plans. Any Substantial deviation therefrom these preliminary plans may cause the need for further environmental review. Additionally, approval of these preliminary plans does not constitute approval of final engineering plans. Final engineering plans, including building permits, shall be approved pursuant to County of San Diego Grading Ordinance (Sec 87.701 et. al.).

After completion of construction of the switchyard and the transfer of the switchyard parcel and associated facilities to SDG&E, the County acknowledges that it will lack land use permitting jurisdiction over the switchyard's operation and maintenance as carried out by SDG&E. As such, operational and maintenance-related conditions in this MUP that apply to the remainder of the facilities authorized by this MUP will not apply to SDG&E. In addition, the County will not use the actions or inactions of SDG&E in its operation or maintenance of the switchyard as grounds for any claim of non-compliance with respect to the construction or operation of any of the other facilities authorized by this MUP.

This permit is an interim use and is subject to a decommissioning or a Major Use Permit Modification approval by August 18, 2058 (includes construction and permitting time).

WAIVER(S) AND EXCEPTION(S): This Site Plan is hereby approved pursuant to the provisions of the San Diego County Zoning Ordinance, the County Public Road Standards and Private Road Standards, and all other required ordinances of the County of San Diego. The sole exceptions to the aforementioned are:

a. County of San Diego Public Road Standards:

(1) County Public Road Standards Section 6.1.C requires a minimum centerline separation of 300 feet for mobility element roads. The project will be allowed to reduce the minimum centerline separation to 100 feet for the existing and proposed private driveways along Old Highway 80 (2.2D Light Collector) and Carrizo Gorge Road (2.2D Light Collector) as approved by the Request for Design Exception to a Road Standard and/or Modification to Project Conditions dated June 24, 2021.

MAJOR USE PERMIT EXPIRATION: This Major Use Permit shall expire on **August 18, 2023** at 4:00 p.m. (or such longer period as may be approved pursuant to Section 7376 of The Zoning Ordinance of the County of San Diego prior to said expiration date) unless construction or use in reliance on this Major Use Permit has commenced prior to said expiration date.

SPECIFIC CONDITIONS: Compliance with the following Specific Conditions shall be established before the property can be used in reliance upon this Major Use Permit. Where specifically indicated, actions are required prior to approval of any grading, improvement, building plan and issuance of grading, construction, building, or other permits as specified:

ANY PERMIT: *(Prior to the approval of any plan, issuance of any permit, and prior to occupancy or use of the premises in reliance of this permit).*

1. GEN#1 - COST RECOVERY

INTENT: In order to comply with Section 362 of Article XX of the San Diego County Administrative Code, Schedule B.5, existing deficit accounts associated with processing this permit shall be paid. **DESCRIPTION OF REQUIREMENT:** The permittee shall pay off all existing deficit accounts associated with processing this permit. **DOCUMENTATION:** The permittee shall provide evidence to Planning & Development Services, Zoning Counter, which shows that all fees and trust account deficits have been paid. No permit can be issued if there are deficit trust accounts. **TIMING:** Prior to the approval of any plan and prior to the issuance of any permit and prior to use in reliance of this permit, all fees and trust account deficits shall be paid. **MONITORING:** The *[PDS Zoning Counter]* shall verify that all fees and trust account deficits have been paid.

2. GEN#2 - RECORDATION OF DECISION

INTENT: In order to comply with Section 7019 of the Zoning Ordinance, the Permit Decision shall be recorded to provide constructive notice to all purchasers, transferees, or other successors to the permittee, of the rights and obligations created by this permit. **DESCRIPTION OF REQUIREMENT:** The permittee shall sign, notarize with an “all-purpose acknowledgement” and return the original recordation form to PDS. **DOCUMENTATION:** Signed and notarized original recordation form. **TIMING:** Prior to the approval of any plan and prior to the issuance of any permit and prior to use in reliance of this permit, a signed and notarized copy of the Decision shall be recorded by PDS at the County Recorder’s Office. **MONITORING:** The *[PDS Zoning Counter]* shall verify that the Decision was recorded and that a copy of the recorded document is on file at PDS.

3. ROADS#1–IRREVOCABLE OFFER OF DEDICATION

INTENT: In order to promote orderly development and to comply with the County of San Diego Board Policy I-18, the County of San Diego Public Road Standards, and the Community Trails Master Plan, an irrevocable offer of dedication (IOD) for road purposes shall be granted to the County. **DESCRIPTION OF REQUIREMENT:**

a. Execute an Irrevocable Offer to Dedicate (IOD) real property for ***Carrizo Gorge Road***, for public road purposes, to the County of San Diego. The IOD shall provide a full right-of-way width of eighty-eight feet (88') in accordance with Public Road Standards for a 2.2D Light Collector Road with Improvement Options, plus slope rights and drainage easements, where the property fronts both sides of ***Carrizo Gorge Road***. The IOD shall provide a one-half right-of-way width of forty-four (44') from the ultimate centerline, in accordance with Public Road Standards for a 2.2D Light Collector Road with Improvement Options, plus slope rights and drainage easements along the frontage of the project where only one side of the property fronts ***Carrizo Gorge Road***. To the satisfaction of the Director of Planning & Development Services (PDS) and Director of Public Works (DPW).

b. The IOD shall be free of any burdens or encumbrances, which would interfere with the purpose for which it is required, and shall be accepted in the future for public use as determined by the Director of Planning & Development Services. The affected utility company/district shall enter into a joint use agreement with the County of San Diego to the satisfaction of the County of San Diego, Director of Planning & Development Services.

DOCUMENTATION: The applicant shall prepare the legal descriptions of the easements, and submit them for preparation with the [*DGS, RP*], and pay all applicable fees associated with preparation of the documents. Upon Recordation of the easements, the applicant shall provide copies of the easement documents to the [*PDS, LDR*] for review. **TIMING:** Prior to approval of any plan or issuance of any permit, and prior to use of the premises in reliance of this permit the IOD shall be executed and recorded. **MONITORING:** The [*DGS, RP*] shall prepare, approve the IOD documents for recordation, and forward the recorded copies to [*PDS, LDR*], for review and approval. The [*PDS, LDR*] shall review the IOD to assure compliance with this condition.

4. ROADS#2–RELINQUISH ACCESS

INTENT: In order to promote orderly development and to comply with the Mobility Element of the General Plan access shall be relinquished. **DESCRIPTION OF REQUIREMENT:**

a. Relinquish access rights onto ***Carrizo Gorge Road***, a 2.2D Light Collector Mobility Element Road and crossings, along the project frontage; except for the ten (10) existing and proposed driveways, to the satisfaction of the Director of PDS/DPW.

b. Relinquish access rights onto ***Old Highway 80 (SC 1883),*** a 2.2D Light Collector Mobility Element Road, along the project frontage; except for the five (5) existing and proposed driveways, to the satisfaction of the Director of PDS/DPW.

c. The access relinquishment shall be free of any burdens or encumbrances, which would interfere with the purpose for which it is required.

DOCUMENTATION: The applicant shall prepare the legal descriptions of the easement(s), submit them for preparation with the [*DGS, RP*], and pay all applicable fees associated with preparation of the documents. **TIMING:** Prior to approval of any plan or issuance of any permit, and prior to use of the premises in reliance of this permit the access shall be relinquished. **MONITORING:** The [*DGS, RP*] shall prepare the relinquishment documents and forward a copy of the documents to [*PDS, LDR*] for preapproval. [*DGS, RP*] shall forward copies of the recorded documents to [*PDS, LDR*]. The [*PDS, LDR*] shall review the documents for compliance with this condition.

5. ROADS#3 DEBRIS MANAGEMENT PLAN (DMP)

INTENT: In order to comply with the Grading Material Diversion Program, project recycling and diversion is designed to increase diversion of grading, land clearing, and brushing materials from landfills, extend the useful life of local landfills, and support construction and demolition project compliance with State waste diversion requirements. This includes grading, clearing, and brushing material for grading projects over 5,000 cubic yards. For additional questions, please call (858) 694-2463 or email CDRecycling@sdcounty.ca.gov, **DESCRIPTION OF REQUIREMENT:** To divert (recycle, reuse, repurpose) 100% of excavated soils, trees, stumps, rocks, and associated vegetation and soils from the following types of projects: (1) non-residential excavation and grading projects; (2) residential projects that require Major Grading permits. Grading projects greater than 5,000 cubic yards shall prepare a Debris Management Plan (DMP) prior to plan approval. All documentation must be submitted and approved by a DPW Compliance Official. Specific requirements are as follows:

a. Prior to Grading plan approval, a Debris Management Plan (DMP) is required, consisting of:

- The type of project.
- The total cubic yardage for the project.
- The estimated weight of grading or land clearing debris, by material type, that the project is expected to generate.
- The estimated maximum weight of grading or land clearing debris that can feasibly be diverted via reuse, salvage, or recycling.
- The estimated weight of grading or land clearing debris that is planned to be disposed of in a landfill.
- The name of the facility (or facilities) which debris will be exported to.

b. During grading activities, a Daily Log of all grading, land clearing, and brushing material that is exported or reused/repurposed, must be prepared and retained onsite. The Daily Log must include all export receipts from an inert processing facility, green material processing operation, a C&D processing facility, or other vendor or disposal or transfer station facility that accepted grading material from the approved grading project. If material was reused onsite, other forms of documentation (such as photos) will be accepted in lieu of receipts. Daily logs shall include:

- Identify the project location.
- Log the date that material was transported off site.
- Log the type of graded or cleared material.
- Estimated material weight, tonnage, or cubic yards.
- Name of entity transporting the material.
- Name of the receiving facility or exporter, and detailing whether the material was salvaged, recycled, or disposed of in a landfill.
- Daily log entries shall correspond to receipts by materials transporter or receiving facility. If grading contractor exported materials off-site, receipts shall be compiled within 90 days of the receipts.
- Daily logs shall include separate entries for each occurrence of materials reused on site.
- Daily logs and all receipts shall be maintained at the project site and made available to any County Inspector for compliance with this condition.

c. Exemption:

- Excavated soil and land-clearing debris that is contaminated by disease or pests are not required to be reused on- or off-site, provided that: (I) the County Agricultural Commissioner has made a determination of disease or pest contamination and permittee follows commissioner’s direction for recycling or disposal of the material, (ii) the materials are generated in a known pest and/or disease quarantine zone identified by the California Department of Food and Agriculture, or (iii) the materials are otherwise not required to be reused under the CalGreen Code

DOCUMENTATION: The applicant shall prepare the Debris Management Plan (DMP) and submit the plan for review and approval by the DPW Recycling Compliance Official. During grading operations, a daily log shall be prepared and kept on-site. For additional questions, please call (858) 694-2463 or email CDRecycling@sdcounty.ca.gov. Templates for all forms required are available at: https://www.sandiegocounty.gov/content/sdc/dpw/recycling/NewCD_Grading.html. **TIMING:** Prior to approval of any plan or issuance of any permit, the Debris Management Plan shall be prepared and submitted to the DPW Recycling Official *[DPW CO]* for review and approval. **MONITORING:** The [*DPW, CO*] shall review and approve the DMP documents for the project. The [*DPW, CO*], shall forward the approval of the DMP to [*PDS, LDR*] for compliance with this condition.

6. LNDSCP#1–LANDSCAPE DOCUMENTATION PACKAGE [M-AE-5, M-AE-6, M-WF-1]

INTENT: In order to provide adequate Landscaping that addresses screening, and to comply with Chapter 5.0 (Mitigation Measures) of the Draft Environmental Impact Report, a landscape plan shall be prepared. **DESCRIPTION OF REQUIREMENT:** The Landscape Plans shall be prepared pursuant to the COSD Water Efficient Landscape Design Manual and the COSD Water Conservation in Landscaping Ordinance, and the COSD Grading Ordinance. All Plans shall be prepared by a California licensed Landscape Architect, Architect, or Civil Engineer, and include the following information:

a. Indication of the proposed width of any adjacent public right-of-way, and the locations of any required improvements and any proposed plant materials to be installed or planted therein. The applicant shall also obtain a permit approving the variety, location, and spacing of all trees proposed to be planted within said right(s)-of-way. A copy of this permit and a letter stating that all landscaping within the said right(s) -of-way shall be maintained by the landowner(s) shall be submitted to PDS.

b. A complete planting plan including the names, sizes, and locations of all plant materials, including trees, shrubs, and groundcover. Wherever appropriate, native or naturalizing plant materials shall be used which can thrive on natural moisture.

c. A complete watering system including the location, size, and type of all backflow prevention devices, pressure, and non-pressure water lines, valves, and sprinkler heads in those areas requiring a permanent, and/or temporary irrigation system.

d. The watering system configuration shall indicate how water flow, including irrigation runoff, low head drainage, overspray or other similar conditions will not impact adjacent property, non-irrigated areas, structures, walkways, roadways or other paved areas, including trails and pathways by causing water to flow across, or onto these areas.

e. Spot elevations of the hardscape, building and proposed fine grading of the installed landscape.

f. The location and detail of all walls, fences, and walkways shall be shown on the plans, including height from grade and type of material. A lighting plan and light standard details shall be included in the plans (if applicable) and shall be in compliance with the County's Light Pollution Code.

g. No landscaping material or irrigation or other infrastructure shall be located within a proposed trail easement or designated pathway.

h. Additionally, the following items shall be addressed as part of the Landscape Documentation Package: plans shall be in substantial conformance with the conceptual landscape plans (Sheets 500-504) within the Plot Plan, dated April 6, 2021.

i. Plans shall be compliant with all requirements within Mitigation Measure M-AE-5 in providing visual screening of the solar facility.

j. Plans shall show the locations and provide construction details of the fencing required within Mitigation Measure M-AE-6, including maintenance and replacement procedures for all segments.

k. All planting shall be compliant with Mitigation Measure M-BI-9 and shall contain no invasive species, as included on the most recent version of the California Invasive Plant Council's California Invasive Plant Inventory for the project region, and all plant palette shall be composed of native species that do not require high irrigation rates.

l. Container sizes shall be provided to match all cross sections showing vegetation at 'Time of Planting' on the conceptual landscape plan.

m. All planting shall be compliant with Mitigation Measure M-WF-1, the projects most current version of the Fire Protection Plan, and the 2020 Consolidated Fire Code. Plans shall show the location of the six firefighting water tanks and ensure vegetation does not hinder access. Provide notes, specifications, dimensions, and any restrictions on plant types, mature heights, densities, or locations.

n. Show locations of all existing trees to remain, and those to be removed due to disease as determined by an Arborist's Report. Provide a copy of the Report as reference. Provide notes on protecting existing vegetation to remain during construction and what measures will be used to replace damaged or dead trees as a result of construction.

o. Show the location of the 300' Community Buffer Alternative and the 15' landscape buffer between the MUP boundary and proposed fencing as shown on the Overall Plot Plan (Sheet 100) along Seely Ave. and Laguna St.

DOCUMENTATION: The applicant shall prepare the Landscape Plans using the Landscape Documentation Package Checklist (PDS Form #404), and pay all applicable review fees. **TIMING:** Prior to approval of any plan, issuance of any permit, and prior to use of the premises in reliance of this permit, the Landscape Documentation Package shall be prepared and approved. **MONITORING:** The *[PDS, LA]* and [DPR, TC, PP] shall review the Landscape Documentation Package for compliance with this condition.

7. FIRE#1 – CONSTRUCTION FIRE PROTECTION PLAN [M-WF-2]

INTENT: In order to mitigate the risk of fire during construction, a Project Construction Fire Protection Plan shall be implemented. **DESCRIPTION OF REQUIREMENT:** These measures will be enforced through the Site Safety Officer (SSO) and ongoing worker safety training:

- Fire rules shall be posted on the Project bulletin board at the contractor's field office and areas visible to employees. This shall include all contractors and subcontractors if more than one.
- All internal combustion engines used at the Project site shall be equipped with spark arrestors that are in good working order.
- Once initial two-track roads have been cut and initial fencing completed, light trucks and cars shall be used only on roads where the roadway is cleared of vegetation. Mufflers on all cars and light trucks shall be maintained in good working order.
- The Project will be equipped with at least two water trucks each of 4,000-gallon capacity. Each truck will be equipped with 50 feet of 0.25-inch fast response hose with fog nozzles. Any hose size greater than 1.5 inches shall use National Hose (NH) couplings.
- A cache of shovels, McLeods, and Pulaskis shall be available at staging sites. The amount of equipment will be determined by consultation between SSO and SDCFPD/CAL FIRE. Additionally, on-site pickup trucks will be equipped with first aid kits, fire extinguishers, and shovels. Contractor vehicles will be required to include the same basic equipment.
- Equipment parking areas and small stationary engine sites shall be cleared of all extraneous flammable materials and provided with a gravel surface.
- A fire watch (i.e., person responsible for monitoring for ignitions) shall be provided during hot work and shall occur for up to one hour following completion of the hot work activities.
- Smoking will not be permitted on the site.
- Each Project construction site, if construction occurs simultaneously at various locations on the site, shall be equipped with fire extinguishers and firefighting equipment sufficient to extinguish small fires.
- The on-site contractor or Project staff shall coordinate with SDCFPD/CAL FIRE to create a training component for emergency first responders to prepare for specialized emergency incidents that may occur at the Project site.
- All on-site employees shall participate in fire prevention and response training exercises with the SDCFPD/CAL FIRE.
- The Project shall implement ongoing fire patrols during the fire season during construction as defined by local and state agencies. The SSO will be assigned as fire patrol to monitor work activities when an activity risk exists for fire compliance. The SSO shall verify proper tools and equipment are on site, assess any fire agency work restrictions, and serve as a lookout for fire starts, including staying behind (e.g., a fire watch) to make certain no residual fire exists. Fire watch may be performed by any site personnel. A SSO shall perform routine patrols of the Project site during the fire season equipped

with a portable fire extinguisher and communications equipment. The Project staff shall notify SDCFPD/CAL FIRE of the name and contact information of the current SSO in the event of any change.

- Fires ignited on site shall be immediately reported via SDCFPD and CAL FIRE.
- The engineering, procurement, and construction contracts for the Project shall clearly state the fire safety requirements that are the responsibility of any person who enters the site, as described in this CFPP.

Daily Fire Prevention Measures

To limit the risk of fires, all site staff, employees, and contractors shall take the following precautions during Project construction:

- Fire safety shall be a component of daily tailgate meetings. Foremen will remind employees of fire safety, prevention, and emergency protocols on a daily basis.
- Smoking will not be permitted in the project site. Combustible materials shall be stored in areas away from native vegetation. Whenever combustibles are being stored in the open air, the SSO shall be informed of the situation.
- Evacuation routes shall be maintained and free of obstructions. Unavoidable evacuation route blockages shall be coordinated such that a secondary route is identified and available.
- Disposal of combustible waste in accordance with all applicable laws and regulations shall be required.
- Use and storage of flammable materials in areas away from ignition sources shall be required.
- Proper storage of chemicals such that incompatible (i.e., chemically reactive) substances would be separated appropriately shall be required.
- Performance of hot work (i.e., welding or working with an open flame or other ignition sources) in controlled areas under the supervision of a fire watch shall be required. Fire watch may be any site personnel who would watch for accidental ignitions. Hot work permits are required and shall be reviewed and granted by the SSO for all hot work.
- Equipment shall be kept in good working order by inspecting electrical wiring and appliances regularly and maintaining motors and tools free of excessive dust and grease.
- Ensuring that heating units are safeguarded shall be required.
- Immediate reporting of fuel or petroleum leaks. The site mechanic shall ensure that leaks are repaired immediately upon notification.
- Immediate repair and cleanup of flammable liquid leaks shall be required.
- Construction work areas shall be kept free of combustible materials.
- Extension cords shall not be relied on if wiring improvements are needed, and overloading of circuits with multiple pieces of equipment shall be prohibited.
- Turning off and unplugging electrical equipment when not in use.

DOCUMENTATION: The applicant shall prepare the plan and submit the plan to [PDS, PCC] for review and approval by the County of San Diego County Fire Protection District (SDCFPD). **TIMING:** Prior to approval of any plan, issuance of any permit, and prior to use of the premises in reliance of this permit. **MONITORING:** The [PDS, PCC] and the SDCFPD shall review the plan in compliance with this condition.

8. ROADS#4 - TRAFFIC DEMAND MANAGEMENT PROGRAM [PDF-TR-4]

Intent: In order to comply with PDF-TR-4 to reduce construction worker trips, the project shall implement a voluntary Transportation Demand Management Program. **Description:** The Project applicant shall implement a voluntary construction period Transportation Demand Management program to encourage construction workers to carpool or use alternative transportation modes. The program shall include the following:

a. Encouragement of carpooling among workers to reduce worker commuter trips entering and exiting the Project Area

b. A transportation package would be provided to workers, prior to commencing work on the Project Area, with information about ow to access the Project by alternative transportation and the benefits of doing so; and,

c. The applicant shall evaluate the feasibility of a vanpool or shuttle service to facilitate worker commute trips if feasible.

Documentation: The applicant shall prepare the Traffic Demand Management Plan and provide it the [PDS, PCC] for review and approval. **Timing:** Prior to approval of any plan, issuance of any permit, and prior to use of the premises in reliance of this permit, the plan shall be prepared. **Monitoring:** The [PDS, PCC] shall review the plan for compliance with this condition.

9. CULT#1 - ARCHAEOLOGICAL AND TRIBAL MONITORING [M-CR-2, M-TCR-2]

INTENT: In order to mitigate for potential impacts to undiscovered buried archaeological resources and human remains, an Archaeological Monitoring Program and potential Data Recovery Program shall be implemented pursuant to the County of San Diego Guidelines for Determining Significance for Cultural Resources and the California Environmental Quality Act (CEQA). **DESCRIPTION OF REQUIREMENT:** A County Approved Principal Investigator (PI) known as the "Project Archaeologist," shall be contracted to perform archaeological monitoring and a potential data recovery program during all grading, clearing, grubbing, trenching, and construction activities. The archaeological monitoring program shall include the following:

a. The Project Archaeologist shall perform the monitoring duties before, during and after construction pursuant to the most current version of the County of

San Diego Guidelines for Determining Significance and Report Format and Requirements for Cultural Resources. The Project Archaeologist and Kumeyaay Native American monitor shall also evaluate fill soils to determine that they are clean of cultural resources. The contract or letter of acceptance provided to the County shall include an agreement that the archaeological monitoring will be completed, and a Memorandum of Understanding (MOU) between the Project Archaeologist and the County of San Diego shall be executed. The contract or letter of acceptance shall include a cost estimate for the monitoring work and reporting.

b. The Project Archaeologist shall provide evidence that a Kumeyaay Native American has been contracted to perform Native American Monitoring for the project.

c. The cost of the monitoring shall be added to the grading bonds or bonded separately.

DOCUMENTATION: The applicant shall provide a copy of the Archaeological Monitoring Contract or letter of acceptance, cost estimate, and MOU to *[PDS, PPD]*. Additionally, the cost amount of the monitoring work shall be added to the grading bond cost estimate. **TIMING:** Prior to approval of any grading and or improvement plans and issuance of any Grading or Construction Permits. **MONITORING:** *[PDS, PPD]* shall review the contract or letter of acceptance, MOU and cost estimate or separate bonds for compliance with this condition. The cost estimate should be forwarded to *[PDS, PPD]* for inclusion in the grading bond cost estimate, and grading bonds and the grading monitoring requirement shall be made a condition of the issuance of the grading or construction permit.

10. CULT#2 - CULTURAL RESOURCES TREATMENT AGREEMENT AND PRESERVATION PLAN [M-CR-3]

INTENT: In order to mitigate for impacts to Traditional Cultural Properties, develop and enter into a Cultural Resources Treatment Agreement and Preservation Plan with the culturally-affiliated Kumeyaay Bands of Mission Indians. **DESCRIPTION OF REQUIREMENT:** A single Cultural Resources Treatment Agreement and Preservation Plan shall be developed between the applicant or their representative in coordination with consulting tribes and Kumeyaay Native American monitor(s). The Cultural Resources Treatment Agreement and Preservation Plan shall be reviewed and agreed to by the County prior to final signature and authorization. The Cultural Resources Treatment Agreement and Preservation Plan shall include but is not limited to the following:

a. Parties entering into the agreement and contact information.

b. Responsibilities of the Property Owner or their representative, Principal Investigator, archaeological monitors, Native American monitors, and consulting tribes.

c. Requirements of the Archaeological Monitoring Program including unanticipated discoveries. The requirements shall address grading and grubbing requirements including controlled grading and controlled vegetation removal in areas of cultural sensitivity, analysis of identified cultural materials, and onsite storage of cultural materials, as necessary and if required.

d. Treatment of identified Native American cultural materials.

e. Treatment of Native American human remains and associated grave goods.

f. Requirements for Temporary Fencing for 10 sites that partially intersect or are within 50 feet of the Project ADI (CA-SDI-4457/H, CA-SDI-6741, CA-SDI- 7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11682, CA- SDI-11686, and CA-SDI-19910, and CA-SDI-20985).

g. Confidentiality of cultural information including location and data.

h. Negotiation of disagreements should they arise during the implementation of the Agreement and Preservation Plan.

i. Regulations that apply to cultural resources that have been identified or may be identified during project construction.

DOCUMENTATION: A copy of the implemented agreement shall be submitted to the *[PDS, PPD]* for approval. **TIMING:** Prior to the approval of any plan and issuance of any permit. **MONITORING:** The *[PDS, PPD]* shall review the implemented agreement for compliance with this condition.

11. PALEO#1 - PALEO GRADING MONITORING [M-PR-1]

INTENT: In order to mitigate for potential impacts to paleontological resources, a monitoring program during grading, trenching or other excavation into undisturbed rock layers beneath the soil horizons and a fossil recovery program, if significant paleontological resources are encountered, shall be implemented pursuant to the County of San Diego Guidelines for Determining Significance for Paleontological Resources. **DESCRIPTION OF REQUIREMENT:** A Qualified Paleontologist shall be contracted to perform paleontological resource monitoring and a fossil recovery program if significant paleontological resources are encountered during all grading, trenching, or other excavation into undisturbed rock layers beneath the soil horizons. The applicant shall retain a qualified paleontologist, subject to the review and approval of the County. The paleontologist shall prepare a Paleontological Resources Monitoring Program (PRMP) for the Project. The PRMP shall be consistent with the guidelines of the Society of Vertebrate Paleontology (2010). The monitoring program shall include the following:

a. A Qualified Paleontologist ("Project Paleontologist") shall perform the monitoring duties pursuant to the most current version of the County of San Diego Guidelines for Determining Significance for Paleontological Resources, and this permit. The contract or letter of acceptance provided to the County shall include an agreement that the grading/ trenching/excavation monitoring will be completed, and a Memorandum of Understanding (MOU) between the Project Paleontologist and the County of San Diego shall be executed. The contract or letter of acceptance shall include a cost estimate for the monitoring work and reporting.

b. The cost of the monitoring shall be added to the grading bonds or bonded separately.

DOCUMENTATION: The applicant shall provide a copy of the Grading Monitoring Contract or letter of acceptance, cost estimate, and MOU to the *[PDS, PPD*]. Additionally, the cost amount of the monitoring work shall be added to the grading bond cost estimate. **TIMING:** Prior to approval of any grading and or improvement plans and issuance of any Grading or Construction Permits. **MONITORING:** The *[PDS, PPD]* shall review the contract or letter of acceptance, MOU and cost estimate or separate bonds for compliance with this condition. The cost estimate should be forwarded to *[PDS, LDR]*, for inclusion in the grading bond cost estimate and grading bonds and the grading monitoring requirement shall be made a condition of the issuance of the grading or construction permit.

12. HAZ#1–STRUCTURE AND DEBRIS REMOVAL [PDS, FEE]

INTENT: In order to comply with the disturbed area of the proposed project design for PDS2018-MUP-18-022, structure(s) to be removed and debris pile(s) identified on the approved plan set shall be remodeled/demolished/removed, as applicable. Additional debris located throughout the project site shall also be properly disposed of. **DESCRIPTION OF REQUIREMENT:** The structure(s)/debris pile(s) shown on the approved plan set shall be remodeled/demolished/removed. **DOCUMENTATION:** The applicant shall submit to the [*PDS, PPD*] a signed stamped statement from a registered professional; Engineer, Surveyor, Contractor, which states, that the structure(s)/debris pile(s) have been remodeled/demolished/removed. The letter report shall also include before and after pictures of the area and structure. This condition shall also require approval by the County biologist to verify that the M-BI-6 (Bat Surveys and Roost Avoidance or Exclusion) has been completed. **TIMING:** After approval that M-BI-6 has been completed to the satisfaction of the County Biologist, then prior to the approval of any plan, and issuance of any permit (excluding demolition permit), the applicant shall comply with this condition. **MONITORING:** The [*PDS, PPD*] shall review the statement and, photos, and any additional evidence for compliance with this condition.

13. BIO#1 - BIOLOGICAL ON-SITE HABITAT PRESERVATION [M-BI-3(a) & M-BI-3 (c)]

INTENT: In order to mitigate for impacts to loss impacts to loss of sensitive vegetation communities, plant and wildlife species habitat, special status plant species, burrowing owl occupied habitat, and wildlife movement, M-BI-3 shall be required. **DESCRIPTION OF REQUIREMENT:** The applicant shall provide an on-site biological open space easement to the following specifications:

(a) In order to protect sensitive biological resources, pursuant to the Resource Protection Ordinance (RPO) and California Environmental Quality Act, a biological open space easement will be granted over 435.00 acres of sensitive vegetation communities, special-status plant species, and habitat for special-status species. The project is estimated to impact sensitive vegetation communities that require mitigation as summarized in the following table.

Vegetation Community/ Land Cover	Ratio	Permanent Direct Impacts (Acres)	Required Mitigation (Acres)	Biological Open Space Easement (Acres)
*Desert saltbush scrub	2:1	50.39	100.78	4.69
*Desert sink scrub	3:1	—	—	12.43
*Disturbed freshwater marsh	3:1	—	—	0.08
*Mesquite bosque	3:1	2.64	7.92	126.12
*Sonoran mixed woody scrub	1:1	—	—	139.33
*Sonoran mixed woody and succulent scrub	1:1	72.85	72.85	132.05
*Tamarisk scrub	3:1	1.11	3.33	—
*Non-wetland waters of the United States/state	1:1	—	—	0.78
Fallow agriculture[1]	0.5:1	467.63	233.82	9.35
Disturbed habitat	N/A	27.27	—	10.17
Urban/developed	N/A	21.24	—	<0.01
Total	—	643.13	418.70	435.00

Note: An asterisk (*) marks land cover types for which the County of San Diego (2010a) requires mitigation.

1 The fallow agriculture is considered raptor foraging habitat mitigated at a 0.5:1 mitigation ratio.

This biological open space easement shall mitigate for project impacts to sensitive vegetation communities and habitat for wildlife species as shown in the table above, thereby preserving compensatory habitat that provides equal or greater benefit to plant and wildlife species. The Proposed Project Major Use Permit area was reduced in the Final EIR; however, the applicant shall provide a total of 435 acres of biological open space easement as described in the Draft and Final EIR. This biological open space easement will be granted to the County of San Diego (County).

<u>Open Space Easement Language</u>

Granting of this open space authorizes the County and its agents to periodically access the land to perform management and monitoring

activities for the purposes of species and habitat conservation. This easement is for the protection of biological resources and prohibits all of the following on any portion of the land subject to said easement: grading; excavation; placement of soil, sand, rock, gravel, or other material; clearing of vegetation; construction, erection, or placement of any building or structure; vehicular activities; trash dumping; or use for any purpose other than as open space. Granting of this open space authorizes the County and its agents to periodically access the land to perform management and monitoring activities for the purposes of species and habitat conservation. The only exceptions to this prohibition are (1) vegetation clearing by hand, by written order of the fire authority for reduction of an identified fire hazard; (2) activities conducted pursuant to an approved revegetation or resource management plan; (3) vector control by written order of the County; and (4) construction, use, and maintenance of approved multi-use, non-motorized trails. No trails have been approved as part of this Project and would require subsequent environmental review and approval by PDS. Permanent signage indicating the area is a biological open space will be required and will be installed by the developer.

(b) **Burrowing Owl Occupied Habitat**. Based on mitigation ratios provided in Table 1 of the Strategy for Mitigating Impacts to Burrowing Owls in the Unincorporated County (Attachment A, County of San Diego 2010b), the project is required to provide 1:1 mitigation ratio for impacts to occupied burrowing owl habitat. Impacts to burrowing owl habitat will be mitigated by dedicating 22 acres of suitable burrowing owl habitat as an on-site biological open space easement. This acreage is included in the overall up to 435-acre biological open space easement. This area is comprised of open, relatively flat habitat which contains similar vegetation communities as the impacted habitat. This biological open space easement shall mitigate for project impacts to occupied burrowing owl habitat.

DOCUMENTATION: The applicant shall prepare the draft plats and legal descriptions of the easements, then submit them for preparation and recordation with the DGS, and concurrence with PDS, and pay all applicable fees associated with preparation of the documents. **TIMING:** Prior to approval of any plan or issuance of any permit, and prior to use of the premises in reliance of this permit the easements shall be recorded. **MONITORING:** The DGS shall prepare and approve the easement documents and send them to PDS for pre-approval. The PDS shall pre-approve the language and estimated location of the easements before they are released to the applicant for signature and subsequent recordation. Upon Recordation of the easements, DGS shall forward a copy of the recorded documents to PDS for satisfaction of the condition.

14. BIO#2–SPECIAL STATUS PLANT ONSITE MITIGATION [M-BI-3 (b)] [PDS, FEE X2]

INTENT: In order to mitigate for the impacts to County List A and B Plant Species pursuant the County's Guidelines for Determining Significance for Biological Resources, mitigation shall be required. **DESCRIPTION OF REQUIREMENT:** Mitigation shall be provided for one pygmy lotus (County List A) and 21 sticky geraea individuals (County List B). County List A plant species will be mitigated at a 3:1 ratio, and County List B species will be mitigated at a 1:1 mitigation ratio. Mitigation for these plants shall be achieved through a combination of (1) salvaging the plants located in proposed impact areas and replanting in suitable mitigation lands, and (2) establishment of additional plants to meet the mitigation requirements. The Resource Management Plan (RMP) for the biological open space easement shall include the required measures to ensure viability of the transplanted and established individuals. The RMP (see **M-BI-4**) includes the locations of the plant restoration. The RMP will be the basis for monitoring and mitigation activities for the entire biological open space, including locations of plant mitigation. **Documentation:** The applicant shall prepare an RMP and submit it to PDS and pay all applicable review fees. **Timing:** Prior to approval of any plan or issuance of any permit, and prior to use of the premises in reliance of this permit. **Monitoring:** A RMP Annual Report will be submitted to the County along with the submittal fee to cover County staff review time.

15. BIO#3 – RESOURCE MANAGEMENT PLAN [M-BI-4]

INTENT: To provide for the long-term management of an Open Space Preserve, a Resource Management Plan (RMP) shall be prepared and implemented. **DESCRIPTION OF REQUIREMENT:** The final RMP cannot be approved until the following has been completed to the satisfaction of the Director of Planning & Development Services as follows:

1. The plan will be prepared and approved pursuant to the most current version of the County of San Diego (County) Biological Report Format and Content Requirements.
2. The habitat land to be managed will be owned by a land conservancy or equivalent.
3. Open space easements will be dedicated to the County in perpetuity, unless conveyed to another public agency subject to approval by the Director of PDS.
4. A resource manager will be selected and approved, with evidence provided demonstrating acceptance of this responsibility.
5. The RMP funding mechanism to fund annual costs for basic stewardship shall be identified and approved by the County. The RMP funding mechanism will be identified and adequate to fund annual costs for implementation; typically determined by a Property Analysis Record as a non-wasting endowment.
6. A contract between the applicant and County will be executed for the implementation of the RMP.
7. The Final RMP shall have Project-specific requirements for the following mitigation implementation and monitoring measures:

a. Special status plant species mitigation
b. Bat house monitoring (if required under **M-BI-6**)
c. Tricolored blackbird monitoring
d. Camera traps for wildlife movement

8. Goals: The Final RMP will accomplish the following:
   a. Preserve and manage lands to the benefit of the flora, fauna, and native ecosystem functions reflected in the natural communities occurring within the on-site biological open space.
   b. Provide 3:1 replacement of pygmy lotus and 1:1 replacement of sticky geraea. If 1 pygmy lotus and 21 sticky geraea are transplanted, then success of this Mitigation Program will be achieved when at least 3 pygmy lotus plants and 21 sticky geraea plant are documented within the reception site during one or more years during the 3-year monitoring period.

DOCUMENTATION: The applicant shall prepare an RMP and submit it to PDS and pay all applicable review fees. **TIMING**: Prior to approval of any plan or issuance of any permit, and prior to use of the premises in reliance on this permit, the RMP shall be approved. **MONITORING:** The PDS shall review the RMP for compliance with the content guidelines, the conceptual RMP, and this condition.

16. BIO#4–BAT SURVEYS AND ROOST AVOIDANCE OR EXCLUSION [M-BI-6]

INTENT: To determine whether there is an active maternity roost within the buildings and other structures to be demolished, M-BI-6 shall be implemented. **DESCRIPTION OF REQUIREMENT:** To determine whether there is an active maternity roost within the buildings and other structures to be demolished, a bat biologist shall conduct surveys within the maternity roosting season prior to demolition of the buildings or any other areas that provide suitable roosting habitat for bats. If a potential maternity roost is present, all demolition activities, or bat roost exclusion, shall occur outside the general bat maternity roosting season of March through August to reduce any potentially significant impact to maternity roosting bats.

Replacement Roost Installation. Although no special status bat species are expected to roost within the structures on the Project site, if there is a potential or known day roost (i.e., non-maternity roost) of a special-status bat within a structure to be demolished, replacement roost installation shall be installed within the biological open space easement. The land east of the structures shall be added to the open space easement if replacement roosts are required. The size of land to be added shall be determined by a bat biologist. At least one month prior to the exclusion of bats from the structure, the bat biologist will procure and install at least two bat houses built specifically for the species that occur on site or purchased from a reputable vendor if suitable for species that occur on site, to allow bats sufficient time to acclimate to a new potential roost location. The bat houses shall be installed in an area that is close to suitable foraging habitat as determined by a biologist who specializes in bats in consultation with County staff. Additionally, the

bat houses will be oriented to the south or southwest, and the area chosen for the bat houses must receive sufficient sunlight (at least 6 hours daily) to allow the bat houses to reach an optimum internal temperature (approximately 90°F) to mimic the existing bat roost. The bat houses will be suitable to house crevice-roosting bat species, and large enough to contain a minimum of 50 bats. The bat houses shall be installed on a 20-foot-tall steel pole with a concrete base. Maintenance of the houses will be included in the RMP to ensure long-term use/functionality. Quarterly monitoring shall be required after installation until it can be established that the bat house is being used by bats and which bat species are using the houses. A report shall be submitted to the County after 1 year of monitoring documenting if bat houses are being used and by what species. The report will include any necessary repairs or maintenance to the bat houses, if needed.

Roost Exclusion. A minimum of one month after bat houses have been installed, exclusion of the existing roost within the buildings will occur. The primary exit points for roosting bats will be identified, and all secondary ingress/egress locations will be covered with a tarp or wood planks to prevent bats from leaving from other locations. The primary exit point will remain uncovered to allow exclusion devices to be installed. Exclusion devices will consist of plastic sheeting or similar material (e.g., poly netting, window screen, or fiberglass screening) with mesh 1/6 of an inch or smaller, installed at the top of the roost location and sealed and passing 2 feet below the bottom of the primary exit point. The exclusion devices will be installed at night to increase the potential that bats will have already left the roost and are less likely to return. Exclusion devices will be left in place for one week to ensure that any remaining bats in the roost(s) are excluded. A passive acoustic monitoring detector will also be deployed during the exclusion period in order to verify excluded species and monitor whether bat activity has decreased during the exclusion period. Periodic monitoring should also be conducted during the exclusion period to observe whether any bats are still emerging from additional areas within the impact footprint, and an active monitoring survey should be conducted on the final night of exclusion to ensure that no bats are emerging from the excluded roost and determine whether exclusion has been successful. Any continued presence of roosting bats will require an adjustment to the exclusion devices and schedule. The exclusion devices may remain in place until the start of demolition activities. If any bats are found roosting in any proposed demolition areas prior to demolition, additional exclusion will be required and follow the same methodology described in this mitigation measure. This will occur until all bats are excluded.

Survey Report. Following completion of the survey the bat biologist will complete a survey report which records the findings.

DOCUMENTATION: The Project Biologist shall prepare a final report and submit it to the PDS for review and approval. The final report shall document the replacement roost installation, including mapped locations and photographs, species using the bat houses, and roost exclusion. **TIMING:** Prior to issuance of

any demolition permit, bat surveys shall be conducted. Installation of bat houses and exclusion, if required, shall occur prior to any demolition permit. If the bat houses are occupied, prior to final grading release, or use of the premises in reliance of this permit, the final report shall be approved by the County. If the bat houses are not being used prior to final grading release, or use of premises in reliance of this permit, the annual monitoring report will document the condition and the vacancy of the bat houses. **MONITORING:** The PDS shall review the final report for compliance with this condition and the report format guidelines. Upon approval of the report, PDS shall inform the applicant that the requirement is complete and the bond amount can be relinquished.

17. BIO#5–PREVENTION OF INVASIVE PLANT SPECIES [M-BI-9]

INTENT: In order to comply with Mitigation Measure M-BI-9, the following shall be complied with during the operations of the project. **DESCRIPTION OF REQUIREMENT:** A County of San Diego-approved plant list shall be used for areas immediately adjacent to open space. A hydroseed mix that incorporates native species, is appropriate to the area, and is free from invasive species shall be used for landscaped areas adjacent to the biological open space.

DOCUMENTATION: The San Diego County Planning & Development Services landscape architect shall verify that all final landscape plans comply with the following: no invasive plant species, as included on the most recent version of the California Invasive Plant Council's California Invasive Plant Inventory for the project region shall be included, and the plant palette shall be composed of native species that do not require high irrigation rates. **TIMING:** Prior to the approval of any plan, and issuance of any permit (excluding demolition permit), the applicant shall comply with this condition. **MONITORING:** The [*PDS, PPD*] shall review the statement and, photos, and any additional evidence for compliance with this condition.

GRADING PERMIT: *(Prior to approval of any grading and/or improvement plans and issuance of any Grading or Construction Permits).*

18. ROADS#5 – TRAFFIC CONTROL PLAN (PDF-TR-1)

INTENT: In order to reduce temporary traffic, a traffic control plan shall be prepared and implemented. **DESCRIPTION OF REQUIREMENT:** Have a Registered Civil Engineer or a Licensed Traffic Control Contractor prepare a Traffic Control Plan (TCP) to the satisfaction of the Director of the Department of Public Works (DPW), that includes the following measures:

a. Temporary traffic control devices in accordance with the California Department of Transportation's (Caltrans) California Manual on Uniform Traffic Control Device to identify locations/sections where construction is ongoing. This may include slow-moving-vehicle warning signs, signage to warn of merging trucks, barriers for separating construction and non-construction traffic, use of traffic control flaggers, and any additional measures required for the sole convenience of safely passing non-

construction traffic (including transit, bicyclists, and pedestrians) through and around construction areas.

b. Coordination with Caltrans to secure the necessary encroachment and trip permits necessary for specialized haul trucks. Also, any excessive height/length vehicles should use pilot car services to provide safe over-the-road operations and overhead height warnings, if necessary.

c. Notification of the California Highway Patrol, if necessary, to facilitate slowing freeway traffic to ensure safe access for motorists.

d. Coordination with Caltrans, California Highway Patrol, and County officials, including the Sheriff's department. For the State Highway System, Caltrans requires a TCP to be submitted to District 11's Transportation Permits Issuance Branch at least 30 days prior to the start of any construction.

e. Employment of a contract transport company that would be responsible for surveying the route to determine how turns on existing roads would be accomplished and ensuring that is reflected in the TCP.

f. Establishment of procedures for coordinating with local emergency response agencies to ensure dissemination of information regarding emergency response vehicle routes affected by construction activities.

DOCUMENTATION: The applicant shall have the TCP prepared by a Registered Civil Engineer or a Licensed Traffic Control Contractor and submit it to [*PDS, LDR*] for review and approved by [*DPW, Traffic*]. **TIMING:** Prior to the approval of any grading permit, a TCP shall be prepared and approved. **MONITORING:** The [*PDS, LDR*] shall review the TCP for compliance with this condition.

19. ROADS#6–HAUL ROUTE PLAN

INTENT: In order to ensure roads are not damaged by heavily loaded trucks on the route identified during the construction phase (or subsequent operations). A Haul Route Plan (HRP) shall be prepared and implemented. **DESCRIPTION OF REQUIREMENT:** A HRP shall be prepared that addresses the following, but is not limited to: haul routes, truck types and capacity, number of trips per day, estimated quantity of import & export, destination, duration of the haul, and hours of operation.

a. The implementation of the HRP shall be a condition of any grading, construction, or excavation permit issued by the County. The applicant is responsible for the road maintenance (sweeping as necessary) and repair of any damage caused by them to the on-site and off-site County maintained roads that serve the property either during construction or subsequent operations.

b. The applicant shall repair those portions of the roads that are damaged by the heavy loaded trucks. An agreement shall be executed, to require: (1) a cash deposit for emergency traffic safety repairs; (2) long-term security for road maintenance and repair of any damage caused by the project to the County maintained roads that serve the project during construction phase on the route identified; and (3) All the roads identified on the haul route plan shall be returned to the existing condition or better.

c. Prior to the import/export, all affected property owners in the residential neighborhood shall be notified; no equipment or material storage on public roads will be allowed and sweeping to be performed at the end of each week or more frequently depending on hauling schedule.

DOCUMENTATION: The applicant shall have the HRP prepared by a Registered Civil Engineer or a Licensed Traffic Control Contractor and submit it to [*PDS, LDR*] for review by [*DPW, Road Maintenance*]. The applicant shall also execute a secured agreement for any potential damages caused by heavy trucks on roads mentioned above. The agreement and securities shall be approved to the satisfaction of the [*DPW, Road Maintenance*]. **TIMING:** Prior to the approval of any plan, issuance of any permit, any grading and/or improvement plans and issuance of any Grading, Construction, or Excavation Permits and prior to use of the premises in reliance of this permit, a HRP shall be prepared and approved. **MONITORING:** The [*PDS, LDR*] shall review the HRP for compliance with this condition.

20. DRNG#1-PERIMETER FENCING [M-HYD-1]

INTENT: In order to mitigate below levels of significance for flood hazard impacts, prior to approval of final design plans, the applicant shall demonstrate to the satisfaction of the County DPW Flood Control through hydrologic and hydraulic analyses, acceptable to DPW Flood Control and performed by a California licensed engineer in accordance with standard engineering practice, that the design features for the perimeter fencing avoids the blockage and/or redirection of storm flows resulting from the accumulation of debris and/or detritus at wash crossings. This can be accomplished through a number of means such as a) use of breakaway fencing perpendicular to flood flows, b) use of fencing that spans washes (without posts) above the anticipated peak flow depth, c) or an alternative design measure that would avoid accumulations of detritus at perimeter fence wash crossings, subject to County approval. **DOCUMENTATION:** The applicant shall show the proposed fencing design or alternative design measure on the Final Grading Plans. The associated Drainage Study shall contain hydrologic and hydraulic analyses, acceptable to DPW Flood Control and performed by a California licensed engineer in accordance with standard engineering practice, that model the proposed fencing and/or design measures and demonstrate that the fencing will not cause alteration of drainage patterns and/or flood hazards from pre-project conditions. The Drainage Study shall be in compliance with the County Hydrology Manual and the County Hydraulic Design Manual. **TIMING:** Prior to the

approval of any grading and/or improvement plans and issuance of Grading or Construction Permits, the Drainage Study and Plans shall be approved. **MONITORING:** The County DPW Flood Control shall review and approve the hydrologic and hydraulic analyses contained in the Drainage Study and the final fencing design and layout to ensure the flood flow is fully mitigated to pre-project conditions.

21. DRNG#2-FLOOD FENCING TYPES [PDF-HYD-4]

INTENT: In order to ensure PDF-HYD-4 is adhered to, this condition shall apply. **DOCUMENTATION:** The applicant shall show the proposed fencing design on the Final Grading Plans. Flood fencing shall be either breakaway fencing or flow through fencing, as described below:

a. Where flood fencing is provided along Old Highway 80, breakaway type fencing should be used where feasible. Flow-through fencing may be used along Old Highway 80 if drainage conditions warrant its use. However, if flood depths exceed 12 inches, breakaway type fencing (not flow through) must be used along Old Highway 80.

b. Where flood fencing is provided elsewhere (not along Old Highway 80), either flow-through or breakaway fencing may be used.

TIMING: Prior to the approval of any grading and/or improvement plans and issuance of Grading or Construction Permits, the Drainage Study and Plans shall be approved. **MONITORING:** The County DPW Flood Control shall review and approve the hydrologic and hydraulic analyses contained in the Drainage Study and the final fencing design and layout to ensure the flood flow is fully mitigated to pre-project conditions.

22. STRMWTR#1–EROSION CONTROL

INTENT: In order to Comply with all applicable stormwater regulations the activities proposed under this application are subject to enforcement under permits from the State Construction General Permit, Order No. 2009-00090-DWQ, or subsequent order and the County Watershed Protection Ordinance (WPO) No.10410, County Code Section 67.801 et. seq., and all other applicable ordinances and standards for this priority project. **DESCRIPTION OF REQUIREMENT:** The applicant shall maintain the appropriate on-site and offsite Best Management Practices pursuant to the approved Stormwater Quality Management Plan (SWQMP) and Erosion Control Plan including, but not limited to the erosion control measures, irrigation systems, slope protection, drainage systems, desilting basins, energy dissipators, and silt control measures.

a. An agreement and instrument of credit shall be provided for an amount equal to the cost of this work as determined or approved by the *[PDS, LDR],* in accordance with the County of San Diego Grading Ordinance Section 87.304. The cash deposit collected for grading, per the grading ordinance, will be used for emergency erosion measures. The developer shall submit

a letter to [*PDS, LDR*] authorizing the use of this deposit for emergency measures.

b. An agreement in a form satisfactory to County Counsel shall accompany the Instrument of Credit to authorize the County to unilaterally withdraw any part of or all the Instrument of Credit to accomplish any of the work agreed to if it is not accomplished to the satisfaction of the County PDS and/or DPW by the date agreed.

DOCUMENTATION: The applicant shall process an Erosion Control Plan and provide the letter of agreement and any additional security and/or cash deposit to the [*PDS, LDR*]. **TIMING:** Prior to approval of any grading or improvement plan or construction permit, and prior to use of the property in reliance of this permit, the Erosion Control Plan shall be approved, and the agreement and securities shall be executed. **MONITORING:** The [*PDS, LDR*] shall ensure that the Erosion Control Plan adequately satisfies the requirements of the conditions to potentially perform the required erosion control and stormwater control measures proposed on all construction and grading plans. [*DPW, PDCI*] shall use the securities pursuant to the agreement to implement and enforce the required stormwater and erosion control measures pursuant to this condition during all construction phases as long as there are open and valid permits for the site.

23. AQ#1 - CONSTRUCTION EXHAUST EMISSIONS [M-AQ-1]

INTENT: In order to minimize diesel particulate matter emissions during construction, air quality reduction measures must be implemented during all construction phases. **DESCRIPTION OF REQUIREMENT:** The permittee shall comply with the following Air Quality measure:

a. Heavy-duty diesel-powered construction equipment shall be equipped with Tier 4 Final or better diesel engines for engines 75 horsepower or greater. The County shall verify and approve all pieces within the construction fleet that would not meet Tier 4 Final standards.

b. Vehicles in loading and unloading queues shall not idle for more than 5 minutes and shall turn their engines off when not in use to reduce vehicle emissions.

c. All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications.

d. When construction equipment units that are less than 50 horsepower is employed, that equipment shall be electrical or natural gas-powered, where available.

DOCUMENTATION: The permittee shall comply with the Air Quality requirements of this condition. The permittee shall show compliance with this measure by providing the non-confidential construction bid/estimate materials from the

construction contractor that will be used. **TIMING:** Prior to the approval of any construction or grading related permits, the Proposed Project applicant or its designee shall place the following requirements on all plans, which shall be implemented during each construction phase. **MONITORING:** The [DPW, PDCI] shall make sure that the construction contractor complies with the Air Quality requirement of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the permittee fails to comply with this condition.

24. AQ#2 - FUGITIVE DUST PLAN [M-AQ-2]

INTENT: In order to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, a Fugitive Dust Plan must be prepared. **DESCRIPTION OF REQUIREMENT:** The Project applicant or its designee shall require implementation of the following fugitive dust measures to minimize PM10 emissions as part of the Fugitive Dust Control Plan. All measures shall be designated on Grading and Improvement Plans:

a. Prior to construction activities, the Project applicant shall employ a construction relations officer who shall address community concerns regarding on-site construction activity. The Project applicant shall provide public notification in the form of a visible sign containing the contact information of the construction relations officer who shall document complaints and concerns regarding on-site construction activity. The sign shall be placed in easily accessible locations and noted on Grading and Improvement Plans.

b. Grading areas shall be watered, or another SDAPCD-approved dust control non-toxic agent shall be used, at least three times daily, to minimize fugitive dust only where chemical stabilizers are not used.

c. All permanent roads and the paved access roadway improvements shall be constructed and paved as early as possible in the construction process to reduce construction vehicle travel on unpaved roads. Foundations shall be finalized as soon as possible following site preparation and grading activities to reduce fugitive dust from earth-moving operations.

d. Grading areas shall be stabilized as quickly as possible to minimize fugitive dust.

e. Wheel washers, grates, rock, or road washers shall be installed adjacent to the site access points for tire inspection and washing prior to vehicle entry on public roads.

f. Visible track-out into traveled public streets shall be removed with the use of sweepers, water trucks, or similar method within 30 minutes of occurrence.

g. Haul trucks shall be covered or at least 2 feet of freeboard shall be maintained to reduce blow-off during hauling.

h. A 15-mile-per-hour speed limit on unpaved surfaces shall be enforced.

i. Haul truck staging areas shall be provided for loading and unloading of soil and materials and shall be located away from sensitive receptors at the farthest feasible distance.

DOCUMENTATION: The permittee shall provide a copy of the Fugitive Dust Control Plan to the County of San Diego for review. To the extent required, the permittee shall obtain written authorization for construction from the local air district (APCD) of concurrence with the plan. **TIMING:** Prior to issuance of any Grading or Construction Permits, the Fugitive Dust Control Plan shall be provided to the County for review and approval. The plan shall be implemented throughout construction. **MONITORING:** The County of San Diego shall review the Fugitive Dust Control Plan for compliance with this condition and ensure that the plan is implemented throughout the construction period.

25. GW#1 - PRE-CONSTRUCTION GROUNDWATER MMRP [PDF-HY-2]

INTENT: In order to protect groundwater resources, Groundwater Monitoring and Mitigation Plan (GMMP) documents shall be implemented. **DESCRIPTION OF REQUIREMENT**: The applicant shall implement the following County approved GMMP documents:

1. GMMP – JVR Energy Park Project, Jacumba Hot Springs, San Diego County, California, dated July 2020. Groundwater monitoring reports shall be submitted for 5 years after project has commenced. After 5 years, PDS shall determine if continuous reporting is required based on the effects of groundwater extraction from the previous 5 years.

DOCUMENTATION: The applicant shall complete the following:

a. Pay the GMMP Fee at [PDS, ZONING], for the first year of enrollment and establishment of the program.

b. Provide a signed copy of the County Memorandum of Understanding (MOU), for the Hydrogeologist from the County CEQA Consultant list to the [PDS, PCC] for approval by the PDS County Groundwater Geologist.

c. Existing pressure transducers shall be maintained at the Daley Well, Central Irrigation Well, the Highland Center Well, the Park Well, Well Km, and the Border Patrol Well as well as the Project production wells (Well #2 and Well #3). Each well shall be programmed to record the water level at least once daily. Transducer data will be downloaded at all the instrumented wells for one month prior to the onset of the project related groundwater extraction. Transducer data will also be downloaded monthly during period of pumping for construction water supply to the project. Cumulative groundwater usage will be monitored at Well#2 and Well #3 using an instantaneous flow meter. Flow rate and volume measurements will be recorded daily during pumping for the project.

TIMING: Prior to any Project construction activities that utilize groundwater, or prior to approval of any grading and or improvement plans and issuance of any Grading or Construction Permits whichever comes first, confirm that programming of the existing monitoring network infrastructure has been completed in accordance with this condition and with the approved MMRP. **MONITORING:** [*PDS, ZONING*] shall collect the fee and forward the receipt and MOU to [*PDS, PCC*] for approval. The [*PDS, Groundwater Geologist*] shall verify enrollment. The *[PDS Groundwater*

Geologist] shall contact the applicant to set up future submittal dates of GMMP monitoring documents.

26. BIO#6–BIOLOGICAL MONITORING [M-BI-1] [PDS, FEE X2]

INTENT: In order to prevent inadvertent disturbance to sensitive resource areas outside the approved area of impact, all grading shall be monitored by a biologist. **DESCRIPTION OF REQUIREMENT:** The permittee shall hire a County-approved biologist to perform biological monitoring during all grading, clearing, grubbing, trenching, construction, and decommissioning activities. The following shall be completed:

1. The Project Biologist shall perform the monitoring duties before, during, and after construction pursuant to the most current version of the County *Biological Report Format and Requirement Guidelines*. The contract provided to the County shall include an agreement that this will be completed, and a memorandum of understanding between the biological consulting company and the County shall be executed. The contract shall include a cost estimate for the monitoring work and reporting. In addition to performing monitoring duties pursuant to the most current version of the County *Biological Report Format and Requirement Guidelines*, the Project Biologist shall also perform the following duties:
    a. Attend the pre-construction meeting with the contractor and other key construction personnel prior to clearing, grubbing, or grading to reduce conflict between the timing and location of construction activities with other mitigation requirements (e.g., seasonal surveys for nesting birds).
    b. Conduct meetings with the contractor and other key construction personnel describing the importance of restricting work to designated areas prior to clearing, grubbing, or grading and clarifying that the Project Biologist has the authority to halt work that could harm or harass a protected species.
    c. Review the construction area in the field with the contractor in accordance with the final grading plan prior to clearing, grubbing, or grading.
    d. Discuss procedures and provide Worker Environmental Awareness Program training for minimizing harm to or harassment of wildlife encountered during construction with the contractor and other key construction personnel prior to clearing, grubbing, or grading.
    e. Conduct a field review of the staking to be set by the surveyor, designating the limits of all construction activity prior to clearing, grubbing, or grading.
    f. Supervise and monitor vegetation clearing, grubbing, and grading to ensure against direct and indirect impacts on biological resources that are intended to be protected and preserved.

g. Flush special-status species (i.e., avian or other mobile species) from occupied habitat areas immediately prior to brush-clearing and earthmoving activities. If brush-clearing and earth-moving activities take place within the bird breeding season, flushing shall not occur in an area identified as having an active nest and thus resulting in a potential take of a species.
h. Verify that grading plans include a stormwater pollution prevention plan (SWPPP) (if required pursuant to provisions of the State Water Resources Control Board 2009-0009-DWQ Construction General Permit, or equivalent applying the standards set forth in the County of San Diego Stormwater Standards Manual) to address hydrology impacts; see M-BI-7.
i. Periodically monitor the construction site to see that dust is minimized according to the fugitive dust control plan and that temporarily impacted areas are revegetated as soon as possible.
j. Periodically monitor the construction site to verify that artificial security light fixtures are directed away from open space and are shielded.
k. Oversee the construction site so that cover and/or escape routes for wildlife from excavated areas are provided on a daily basis during vegetation clearing, grubbing and grading. All steep trenches, holes, and excavations during construction shall be covered at night with backfill, plywood, metal plates, or other means, and the edges covered with soils and plastic sheeting such that small wildlife cannot access them. Soil piles shall be covered at night to prevent wildlife from burrowing in. The edges of the sheeting shall be weighted down with sandbags. These areas may also be fenced to prevent wildlife from gaining access. Exposed trenches, holes, and excavations shall be inspected twice daily (i.e., each morning and prior to sealing the exposed area at the end of the day) by a qualified biologist to monitor for wildlife entrapment. Excavations shall provide an earthen ramp to allow for a wildlife escape route.
l. Except as stated otherwise herein, biological monitoring is daily during vegetation clearing, grubbing and grading. Once the PV field construction commences, the monitoring shall be weekly.
m. The cost of the monitoring shall be added to the grading bonds or bonded separately with the County Planning & Development Services (PDS).

DOCUMENTATION: The Applicant shall provide a copy of the biological monitoring contract, cost estimate, and MOU to the PDS. Additionally, the cost amount of the monitoring work shall be added to the grading bond cost estimate. **TIMING:** Prior to approval of any grading and or improvement plans and issuance of any grading or construction permits. **MONITORING:** The PDS shall review the contract, MOU, and cost estimate or separate bonds for compliance with this condition. The cost estimate should be forwarded to the Project manager, for inclusion in the grading bond cost estimate, and grading

bonds. The DPW/PDS shall add the cost of the monitoring to the grading bond costs.

GRADING PLAN NOTES (THESE NOTES MUST BE PLACED ON ALL GRADING PLANS):

PRE-CONSTRUCTION MEETING: *(Prior to Preconstruction Conference, and prior to any clearing, grubbing, trenching, grading, or any land disturbances.)*

(CULTURAL RESOURCES)

27. CULT#GR-1 - TEMPORARY FENCING – CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, CA-SDI-19910, CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757 [M-CR-1, M-TCR-1]

INTENT: In order to mitigate for potential impacts to sites CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, CA-SDI-19910, CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757 during construction, a temporary fencing plan shall be implemented pursuant to the County of San Diego Guidelines for Determining Significance for Cultural Resources and CEQA Section 15064.5 an 15064.7. **DESCRIPTION OF REQUIREMENT:** Prepare and implement a temporary fencing plan for the protection of archaeological site(s) CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, CA-SDI-19910, CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757 during any grading activities within one hundred feet (100') of these archaeological site(s), as shown on the temporary fencing exhibit provided in the confidential appendix of the cultural study. Temporary fencing is required for unimpacted portions of sites CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, and CA-SDI-19910. In addition, temporary fencing shall be placed around the MUP boundaries where cultural sites (CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757) are within 50 feet of the Area of Direct Impact. The temporary fencing plan shall be prepared in consultation with a County approved archaeologist and the Kumeyaay Native American monitor. The fenced area shall include a buffer sufficient to protect the archaeological site(s). The fence shall be installed under the supervision of the County approved archaeologist prior to commencement of grading or brushing and be removed only after grading operations have been completed. The temporary fencing plan shall include the following requirements:

a. Provide evidence to the Director of Planning & Development Services that the following notes have been placed on the Grading and/or Improvement Plan:

1. In the event that construction activities are to take place within 100 feet of archaeological site(s) CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-

SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, CA-SDI-19910, CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757, the temporary fencing plan shall be implemented under the supervision of a County approved archaeologist that consists of the following:

- The project archaeologist shall identify the site boundaries.
- The project archaeologist shall determine an adequate buffer for the protection of the site(s) in consultation with the County archaeologist and the Kumeyaay Native American monitor.
- Upon approval of buffers, install fencing under the supervision of the project archaeologist.

2. Temporary fencing shall be installed prior to the pre-construction meeting and any clearing, grubbing, trenching, grading, or land disturbances and shall remain for the duration of earth-disturbing activities.
    - Temporary fencing is required in all locations of the Project where proposed grading or clearing is within 50 feet of any archaeological site outside of the Project ADI (CA-SDI-11682, and CA-SDI-20985).
    - The placement of such fencing shall be approved by the County. Upon approval, the fencing shall remain in place until the conclusion of grading activities, after which the fencing shall be removed.
    - Installation of temporary fencing shall require the presence of monitor(s) (Archaeological & Native American) pursuant to M-CR-2.
    - A signed and stamped statement from a California Registered Engineer, or licensed surveyor shall be submitted to Planning & Development Services for approval. The statement shall identify that temporary fencing has been installed in all required locations where grading or clearing is within 50 feet of an archaeological site outside of the Project ADI.

DOCUMENTATION: Submit to the Planning & Development Services for approval, a signed and stamped statement from a California Registered Engineer, or licensed surveyor that temporary fences have been installed in all locations of the project where proposed grading or clearing is within 100 feet of the archaeological site(s), CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, CA-SDI-19910, CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757. **TIMING:** Prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING:** The *[PDS, PPD]* shall review the signed and stamped statement for compliance this condition.

28. CULT#GR-2 - ARCHAELOGICAL AND TRIBAL MONITORING – PRECONSTRUCTION MEETING [M-CR-2, M-TCR-2]

INTENT: In order to comply with the County of San Diego Guidelines for Significance – Cultural Resources, an Archaeological Monitoring Program shall be implemented. **DESCRIPTION OF REQUIREMENT:** The County approved Project

Archaeologist and Kumeyaay Native American Monitor shall attend the pre-construction meeting with the contractors to explain and coordinate the requirements of the archaeological monitoring program. The Project Archaeologist and Kumeyaay Native American Monitor shall monitor the original cutting of previously undisturbed deposits in all areas identified for development including off-site improvements. The Project Archaeologist and Kumeyaay Native American monitor shall also evaluate fill soils to determine that they are clean of cultural resources. The archaeological monitoring program shall comply with the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Cultural Resources. **DOCUMENTATION:** The applicant shall have the contracted Project Archeologist and Kumeyaay Native American attend the preconstruction meeting to explain the monitoring requirements. **TIMING:** Prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING:** The *[DPW, PDCI]* shall confirm the attendance of the approved Project Archaeologist.

(PALEONTOLOGICAL RESOURCES)

29. PALEO#GR-1 - PALEONTOLOGICAL MONITORING – PRECONSTRUCTION [M-PR-1]

INTENT: In order to comply with Mitigation Monitoring and Reporting Program pursuant to Major Use Permit, PDS2018-MUP-18-022, a Paleontological Resources Grading Monitoring Program shall be implemented. **DESCRIPTION OF REQUIREMENT:** The Project Paleontologist shall attend the pre-construction meeting with the contractors to explain and coordinate the requirements of the grading monitoring program. The Project Paleontologist shall monitor during the original cutting of previously undisturbed deposits for the project, both on and off site, the Qualified Paleontological Resources Monitor shall be on-site to monitor as determined necessary by the Qualified Paleontologist. The grading monitoring program shall comply with the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Paleontological Resources. **DOCUMENTATION**: The applicant shall have the contracted Project Paleontologist attend the preconstruction meeting to explain the monitoring requirements. **TIMING**: Prior to Preconstruction Conference, and prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING**: The [*DPW, PDCI*] shall attend the preconstruction conference and confirm the attendance of the approved Project Paleontologist.

(BIOLOGICAL RESOURCES)

30. BIO#GR-1–BIOLOGICAL MONITORING [M-BI-1] [PDS, FEE X3]

INTENT: In order to prevent inadvertent disturbance to areas outside the limits of grading, fencing or flagging, as required, shall be installed and all grading shall be monitored by a biologist in environmentally sensitive areas. **DESCRIPTION OF REQUIREMENT:** A County approved biologist shall perform biological monitoring during all grading, clearing, grubbing, trenching, construction, and

decommissioning activities. The Project Biologist shall also perform the following duties before construction to comply with the conditions of this Grading Plan:

1. Attend the pre-construction meeting with the contractor and other key construction personnel prior to clearing, grubbing, or grading to reduce conflict between the timing and location of construction activities with other mitigation requirements (e.g., seasonal surveys for nesting birds).

2. Conduct meetings with the contractor and other key construction personnel describing the importance of restricting work to designated areas prior to clearing, grubbing, or grading and clarifying that the Project Biologist has the authority to halt work that could harm or harass a protected species.

3. Review the construction area in the field with the contractor in accordance with the final grading plan prior to clearing, grubbing, or grading.

4. Discuss procedures and provide Worker Environmental Awareness Program training for minimizing harm to or harassment of wildlife encountered during construction with the contractor and other key construction personnel prior to clearing, grubbing, or grading.

5. Conduct a field review of the staking to be set by the surveyor, designating the limits of all construction activity prior to clearing, grubbing, or grading.

6. Supervise and verify placement of temporary fencing/flagging and signage during the trenching, grading, or clearing activities. The placement of such fencing/flagging and signage shall be approved by the *[PDS, PPD]*.

7. The Project Biologist shall attend the preconstruction meetings and other meetings to discuss construction requirements. *[PDS, PPD]* shall be invited to attend the preconstruction meeting.

DOCUMENTATION: The Biological Monitor shall prepare written documentation that certifies that the temporary fencing has been installed and that all construction staff have been trained on the site sensitive biological resources that are to be avoided. The permittee shall submit photos of the flagging/fencing along with the certification letter, and a copy of the training documentation prepared by the biologist to the [PDS, PPD] for approval. **TIMING**: Prior to Preconstruction Conference, and prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING**: The [*DPW, PDCI*] shall invite the [*PDS, PPD*] to the preconstruction conference to coordinate the Biological Monitoring requirements of this condition. The [*PDS, PPD*] shall either attend the preconstruction conference to verify the installation of the temporary fencing and approve the training documentation, or review the certification, pictures and training documentation provided by the permittee.

31. BIO#GR-2–TEMPORARY CONSTRUCTION FENCING [M-BI-2] [PDS, FEE]

INTENT: In order to ensure that sensitive vegetation communities outside of the limits of grading protected, M-BI-2 shall be implemented. **DESCRIPTION OF**

REQUIREMENT: The project applicant or its designee shall install fencing wherever the limits of grading are adjacent to sensitive vegetation communities or other biological resources, as identified by the Project Biologist. Fencing shall remain in place during all construction activities. All temporary fencing shall be shown on plans.
DOCUMENTATION: The permittee shall show where the fencing will be placed on the plans and provide evidence to the Director of the San Diego County Department of Planning and Development Services (or his/her designee). **TIMING:** Prior to Preconstruction Conference, and prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING:** The [DPW, PDCI] shall invite the [PDS, PPD] to the preconstruction conference to coordinate the Biological Monitoring requirements of this condition. The [PDS, PPD] shall either attend the preconstruction conference to verify the installation of the temporary fencing and approve the training documentation, or review the certification, pictures and training documentation provided by the permittee.

32. BIO#GR-3–NESTING BIRD SURVEY [M-BI-5 (a)] [PDS, FEE X3]
INTENT: In order to avoid impacts to migratory birds and raptors, which are a sensitive biological resource pursuant to the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (CFGC), M-BI-5 (a) shall be implemented. **DESCRIPTION OF REQUIREMENT:** This mitigation measure serves to avoid take of birds protected under the Migratory Bird Treaty Act and California Fish and Game Code during the nesting season (M- BI-5(a).

a. Nesting Bird Survey. To avoid any direct impacts on raptors and/or any migratory birds protected under the Migratory Bird Treaty Act and California Fish and Game Code, removal of habitat that supports active nests on the proposed area of disturbance shall occur outside the nesting season for these species (which is January 15 through August 31, annually). If construction work must occur during the avian breeding season (January 15 to August 31, annually), the applicant shall:
    1. Work with the County, CDFW and the USFWS to prepare a Nesting Bird Management, Monitoring, and Reporting Plan (NBMMRP) to address avoidance of impacts to nesting birds.
        a. The applicant(s) will submit to the agencies the NBMMRP (see following for details) for review and approval prior to commencement of the project during the breeding season. The NBMMRP should include the following:
        b. Nest survey protocols describing the nest survey methodologies
        c. A management plan describing the methods to be used to avoid nesting birds and their nests, eggs, and chicks
        d. A monitoring and reporting plan detailing the information to be collected for incorporation into a regular Nest Monitoring Log (NML) with sufficient details to enable USFSW and CDFW to monitor the applicant's compliance with Fish and Game Code Sections 3503, 3503.5, 3511, and 3513

e. A schedule for the submittal (usually weekly) of the NML
f. Standard buffer widths deemed adequate to avoid or minimize significant project-related edge effects (disturbance) on nesting birds and their nests, eggs, and chicks
g. A detailed explanation of how the buffer widths were determined.
h. All measures the applicant will implement to preclude birds from utilizing project-related structures (i.e., construction equipment, facilities, or materials) for nesting.

2. Conduct preconstruction nesting bird surveys within 72 hours of construction-related activities; conduct preconstruction survey sweeps immediately prior to ground-disturbing activities; and implement appropriate avoidance measures for identified nesting birds in the NBMMRP. Resurvey, if construction activities are halted for ten consecutive days.

3. To determine presence of nesting birds that the project activities may affect, surveys shall be conducted beyond the project area—300 feet for passerine birds and 500 feet for raptors. The survey protocols shall include a detailed description of methodologies utilized by CDFW-approved avian biologists to search for nests and describe avian behaviors that indicate active nests. The protocols shall include but are not limited to the size of the project area being surveyed, method of search, and behavior that indicates active nests.

4. Each nest identified in the project area shall be included in the NML. The NMLs should be updated daily and submitted to the CDFW weekly. Since the purpose of the NMLs is to allow the CDFW to track compliance, the NMLs shall include information necessary to allow comparison between nests protected by standard buffer widths recommended for the project (300 feet for passerine birds, 500 feet for raptors) and nests whose standard buffer width was reduced by encroachment of project-related activities. The NMLs shall provide a summary of each nest identified, including the species, status of the nest, buffer information, and fledge or failure data. The NMLs shall allow for tracking the success and failure of the buffers and would provide data on the adequacy of the buffers for certain species.

5. The applicant(s) will rely on its avian biologists to determine the appropriate standard buffer widths for nests within the project corridor/footprint to employ based on the sensitivity levels of specific species or guilds of avian species. The determination of the standard buffer widths shall be site- and species-/guild-specific and data-driven and not based on generalized assumptions regarding all nesting birds. The determination of the buffer widths shall consider the following factors:
   a. Nesting chronologies

b. Geographic location
c. Existing ambient conditions (human activity within line of sight—cars, bikes, pedestrians, dogs, noise)
d. Type and extent of disturbance (e.g., noise levels and quality—punctuated, continual, ground vibrations—blasting-related vibrations proximate to tern colonies are known to make the ground-nesting birds flush the nests)
e. Visibility of disturbance
f. Duration and timing of disturbance
g. Influence of other environmental factors
h. Species' site-specific level of habituation to the disturbance.

6. Application of the standard buffer widths shall avoid the potential for project-related nest abandonment and failure of fledging and minimize any disturbance to the nesting behavior. If project activities cause or contribute to a bird being flushed from a nest, the buffer must be widened. This measure does not apply to nests that are started on construction equipment or panels or supporting structures.

DOCUMENTATION: The Project Biologist shall prepare the final report and submit it to the PDS for review and approval. **TIMING:** Prior to Preconstruction Conference, and prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING:** The PDS shall review the final report for compliance with this condition and the report format guidelines. Upon approval of the report, PDS shall inform the applicant that the requirement is complete and the bond amount can be relinquished. If the monitoring was bonded separately, then the PDS shall inform DPW to release the bond back to the applicant.

33. BIO#GR-4–BURROWING OWL PRECONSTRUCTION SURVEYS [M-BI-5 (b)] [PDS, FEE X3]

INTENT: Preconstruction surveys are intended to detect the presence of burrowing owls on a project site at a fixed period in time and inform necessary take avoidance actions. **DESCRIPTION OF REQUIREMENT:** Preconstruction surveys may detect changes in owl presence such as colonizing owls that have recently moved onto the site, migrating owls, resident burrowing owls changing burrow use, or young of the year that are still present and have not dispersed (CDFG 2012). Surveys must be completed no less than 14 days prior to the initiating ground disturbance activities.

1. If burrowing owls are detected during the breeding season (February 1 through August 1) surveys, a Burrowing Owl Management Plan will need to be written and approved by the County and the California Department of Fish and Wildlife before construction continues. The Plan shall include, at a minimum: 1) measures to protect burrowing owls during grading; 2) description of passive or active burrowing relocation during the non-breeding season; and 3) description of BMPs to implement during

construction (e.g., ensure that the ends of all pipes and culverts are covered when they are not being worked on, and covering rubble piles, dirt piles, ditches, and berms). Table 6-2, Recommended Restricted Activity Dates and Setback Distances by Level of Disturbance for Burrowing Owls, provides the CDFW- recommended restricted activity dates and setback distances around occupied burrowing owl nests for varying levels of disturbance (CDFG 2012).

2. If construction activities occur during the non-breeding season for burrowing owl (1 September – 31 January), a biologist shall conduct a preconstruction survey, following the methods described in the Burrowing Owl Staff Report (CDFG 2012). The preconstruction survey(s) can be conducted between 14 days and 24 hours prior to initiating ground disturbance activities; however, time lapses between project activities may require subsequent surveys within 24 hours prior to ground disturbance. If any burrowing owls are found during these surveys, avoidance and minimization measures must be implemented. The following avoidance and minimization measures shall be implemented:
   a. Avoid working within 50 meters (160 feet) from the occupied burrow during the non-breeding season;
   b. Avoid direct destruction of occupied burrows during the non-breeding season until the burrowing owl has vacated the burrow (determined through monitoring of the burrow);

   If these measures cannot be implemented, the applicant shall obtain written approval of an accepted plan (written or verbal) from the County and the California Department of Fish and Wildlife before construction continues. The plan shall include 1) identification of artificial burrow sites, 2) passive relocation methods, 3) monitoring and management of the artificial burrow site, and 4) reporting.

DOCUMENTATION: The Project Biologist shall prepare the final survey report and/or Burrowing Owl Management Plan and submit it to the PDS for review and approval. **TIMING:** Prior to Preconstruction Conference, and prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING:** The PDS shall review the final survey report and/or Burrowing Owl Management Plan for compliance with this condition and the report format guidelines. Upon approval of the report, PDS shall inform the applicant that the requirement is complete and the bond amount can be relinquished.

34. BIO#GR-5–SPECIAL-STATUS SPECIES PRECONSTRUCTION SURVEYS AND RELOCATION PLAN [M-BI-5 (C)] [PDS, FEE X3]

INTENT: In order to avoid impacts to special-status species, M-BI-5 (c) shall be implemented. **DESCRIPTION OF REQUIREMENT:** Prior to construction, the applicant shall develop a relocation plan for special-status terrestrial reptiles (i.e., California legless lizard, California glossy snake, San Diegan tiger whiptail, and Blainville's horned lizard), American badger and San Diego desert woodrat with

the potential to occur on site. The plan shall at minimum include: the timing and locations where surveys should be conducted; the habitat and conditions in the proposed relocation site(s); the methods that would be used for trapping and relocating the individual species; and the method for documentation/recordation of the species and number of animals relocated. The Plan shall be submitted to the County by a qualified biologist prior to any ground disturbing activities within potentially occupied habitat.

Pre-Construction Surveys. No more than 7 days prior to construction, a qualified biologist shall conduct a preconstruction survey within areas of suitable habitat for special-status species wildlife (i.e., California legless lizard, California glossy snake, San Diegan tiger whiptail, Blainville's horned lizard, San Diego desert woodrat, and/or American badger). The biologist shall look for special-status species that may be located within or immediately adjacent to the project work areas, as permitted by access. If determined by the qualified biologist that based on the construction activities, time of year and special-status wildlife species and location of the special-status wildlife species relocation is necessary to occur; relocation will occur to nearby undisturbed areas within suitable habitat in the on-site open space easement as specified in the Plan and a California scientific collecting permit (SCP) (if applicable), but as close to their origin as possible (consistent with the approved Plan). If an American badger maternity den(s) is identified within the Project's disturbance limits, then the den will be avoided until the young have left the den. Once the young have left the den, the American badger will be relocated in accordance with this measure. The biologist relocating the species shall possess a California SCP to handle these species if required by applicable CDFW regulations.

A qualified biologist shall be present during initial ground-disturbing activities (i.e. vegetation removal) immediately adjacent to or within the vegetation communities and/or disturbed habitats that could support populations of special-status wildlife species to monitor vegetation removal and topsoil salvaging and stockpiling, where applicable. If special-status species reptiles or woodrats are detected in the work area during biological monitoring, the individual(s) will be documented and relocated as per the approved Plan and in accordance with the SCP conditions as applicable.

DOCUMENTATION: The Project Biologist shall prepare the final survey report and relocation plan and submit it to the PDS for review and approval. **TIMING:** Prior to Preconstruction Conference, and prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING:** The PDS shall review the final survey report and Relocation Plan for compliance with this condition and the report format guidelines. Upon approval of the report, PDS shall inform the applicant that the requirement is complete and the bond amount can be relinquished.

35. BIO#GR-6– BIOLOGICAL MONITORING OF STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IMPLEMENTATION. [M-BI-7]

INTENT: In order to avoid impacts to special-status species, sensitive vegetation communities, and/or jurisdictional waters during construction, measures and/or restrictions shall be incorporated into the Stormwater Pollution Prevention Plan (SWPPP) and noted on construction plans. **DESCRIPTION OF REQUIREMENT:** During construction monitoring, the Project Biologist shall verify the following are implemented:

a. No planting or seeding of invasive plant species on the most recent version of the California Invasive Plant Council's California Invasive Plant Inventory for the project region.
b. Dust-control fencing is in place and intact if fencing is required.
c. Construction activity is located outside of jurisdictional waters of the United States/state except as authorized by applicable law and permit(s), including permits and authorizations approved by the U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and Regional Water Quality Control Board.
d. Silt-settling basins installed during the construction process are located away from areas of ponded or flowing water to prevent discolored, silt-bearing water from reaching areas of ponded or flowing water during normal flow regimes. Design of drainage facilities shall incorporate long-term control of pollutants and stormwater flow to minimize pollution and hydrologic changes.
e. Temporary structures, staging, and storage areas for construction equipment and/or materials are located outside of jurisdictional waters, including wetlands and riparian areas.
f. No material stockpiles, debris, bark, slash sawdust, rubbish, cement, concrete or washing thereof, oil, or petroleum products are stored where they may be washed by rainfall or runoff into jurisdictional waters of the United States/state.
g. When construction operations are completed, excess materials or debris have been removed from the work area.
h. No equipment maintenance is performed within or near jurisdictional waters of the United States/state where petroleum products or other pollutants from the equipment may enter these areas.
i. Fully covered trash receptacles that are animal-proof and weather-proof are installed and used by the operator to contain all food, food scraps, food wrappers, beverage containers, and other miscellaneous trash. Littering is prohibited and removal of trash from construction areas daily is required. All food-related trash and garbage are removed from construction sites on a daily basis.
j. There are no pets on or adjacent to construction sites.
k. Speed limits in and around all construction areas are enforced so that vehicles do not exceed 15 miles per hour on unpaved roads and the right-of-way accessing the construction site, or 10 miles per hour during the night.

DOCUMENTATION: The permittee shall submit a Stormwater Pollution Prevention Plan for review and approval by the County of San Diego biologist. **TIMING:** The following actions shall occur throughout the duration of construction. **MONITORING:** The County of San Diego shall review the Stormwater Pollution Prevention Plan and ensure its implementation.

36. BIO#GR-7 – NOISE REDUCTION – PRECONSTRUCTION [M-BI-11]

INTENT: In order to comply with Mitigation Monitoring and Reporting Program pursuant to Major Use Permit, PDS2018-MUP-18-022, M-BI-11 shall be implemented. **DESCRIPTION OF REQUIREMENT:** Construction-related activities that are excessively noisy (e.g., clearing, grading, or grubbing) adjacent to breeding/nesting areas shall incorporate noise-reduction measures (described below) or be curtailed during the breeding/nesting season of sensitive bird species.

1. Trucks and other engine-powered equipment shall be equipped with noise reduction features, such as mufflers and engine shrouds, which are no less effective than those originally installed by the manufacturer.
2. Trucks and other engine-powered equipment shall be operated in accordance with posted speed limits and limited engine idling requirements.
3. Usage of truck engine exhaust compression braking systems shall be limited to emergencies.
4. Back-up beepers for all construction equipment and vehicles shall be adjusted to the lowest noise levels possible, provided that Occupational Safety and Health Administration (OSHA) and Cal OSHA's safety requirements are not violated. These settings shall be retained for the duration of construction activities.
5. Vehicle horns shall be used only when absolutely necessary, as specified in the contractor's specifications.
6. Radios and other noise-generating "personal equipment" shall be prohibited

If construction-related activities that are excessively noisy (e.g., clearing, grading, grubbing, or blasting) occur during the period of January 15 through August 31, a County of San Diego-approved biologist shall conduct preconstruction surveys in suitable nesting habitat adjacent to the construction area to determine the location of any active nests in the area (see **M-BI-5**).

DOCUMENTATION: If construction-related activities that are excessively noisy (e.g., clearing, grading, grubbing, or blasting) occur during the period of January 15 through August 31, a County of San Diego-approved biologist shall conduct preconstruction surveys in suitable nesting habitat adjacent to the construction area to determine the location of any active nests in the area (see M-BI-5).. **TIMING**: Prior to Preconstruction Conference, and prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING:** PDS shall review the survey report for compliance with this condition and the report format guidelines.

PRE-CONSTRUCTION GRADING AND/OR IMPROVEMENTS: *(Prior to any clearing, grubbing, trenching, grading, or any land disturbances.)*

(AIR QUALITY)

37. AQ#GR-1 - CONSTRUCTION EXHAUST EMISSIONS [M-AQ-1]

INTENT: In order to minimize diesel particulate matter emissions during construction, air quality reduction measures must be implemented during all construction phases. **DESCRIPTION OF REQUIREMENT:** The permittee shall comply with the following Air Quality measure:

a. Heavy-duty diesel-powered construction equipment shall be equipped with Tier 4 Final or better diesel engines for engines 75 horsepower or greater. The County shall verify and approve all pieces within the construction fleet that would not meet Tier 4 Final standards.

b. Vehicles in loading and unloading queues shall not idle for more than 5 minutes and shall turn their engines off when not in use to reduce vehicle emissions.

c. All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications.

d. When construction equipment units that are less than 50 horsepower is employed, that equipment shall be electrical or natural gas-powered, where available.

DOCUMENTATION: The permittee shall comply with the Air Quality requirements of this condition. The permittee shall show compliance with this measure by providing the non-confidential construction bid/estimate materials from the construction contractor that will be used. **TIMING:** Prior to the approval of any construction or grading related permits, the Proposed Project applicant or its designee shall place the following requirements on all plans, which shall be implemented during each construction phase. **MONITORING:** The [DPW, PDCI] shall make sure that the construction contractor complies with the Air Quality requirement of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the permittee fails to comply with this condition.

38. AQ#GR-2 - FUGITIVE DUST PLAN [M-AQ-2]

INTENT: In order to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, a Fugitive Dust Plan must be prepared. **DESCRIPTION OF REQUIREMENT:** The Project applicant or its designee shall require implementation of the following fugitive dust measures to minimize PM10 emissions as part of the Fugitive Dust Control Plan. All measures shall be designated on Grading and Improvement Plans:

a. Prior to construction activities, the Project applicant shall employ a construction relations officer who shall address community concerns regarding on-site construction activity. The Project applicant shall provide

public notification in the form of a visible sign containing the contact information of the construction relations officer who shall document complaints and concerns regarding on-site construction activity. The sign shall be placed in easily accessible locations and noted on Grading and Improvement Plans.

b. Grading areas shall be watered, or another SDAPCD-approved dust control non-toxic agent shall be used, at least three times daily, to minimize fugitive dust only where chemical stabilizers are not used.

c. All permanent roads and the paved access roadway improvements shall be constructed and paved as early as possible in the construction process to reduce construction vehicle travel on unpaved roads. Foundations shall be finalized as soon as possible following site preparation and grading activities to reduce fugitive dust from earth-moving operations.

d. Grading areas shall be stabilized as quickly as possible to minimize fugitive dust.

e. Wheel washers, grates, rock, or road washers shall be installed adjacent to the site access points for tire inspection and washing prior to vehicle entry on public roads.

f. Visible track-out into traveled public streets shall be removed with the use of sweepers, water trucks, or similar method within 30 minutes of occurrence.

g. Haul trucks shall be covered or at least 2 feet of freeboard shall be maintained to reduce blow-off during hauling.

h. A 15-mile-per-hour speed limit on unpaved surfaces shall be enforced.

i. Haul truck staging areas shall be provided for loading and unloading of soil and materials and shall be located away from sensitive receptors at the farthest feasible distance.

DOCUMENTATION: The permittee shall provide a copy of the Fugitive Dust Control Plan to the County of San Diego for review. To the extent required, the permittee shall obtain written authorization for construction from the local air district (APCD) of concurrence with the plan. **TIMING:** Prior to issuance of any Grading or Construction Permits, the Fugitive Dust Control Plan shall be provided to the County for review and approval. The plan shall be implemented throughout construction. **MONITORING:** The County of San Diego shall review the Fugitive Dust Control Plan for compliance with this condition and ensure that the plan is implemented throughout the construction period.

(TRAFFIC)

39. ROADS#GR-1 – CONSTRUCTION NOTIFICATION PLAN [PDF-TR-2]

INTENT: In order to keep the public informed during construction, a construction notification plan shall be prepared and implemented. **DESCRIPTION OF REQUIREMENT:** At least forty-five (45) days prior to construction, the project applicant would prepare and submit a construction notification plan to the County for approval. The construction notification plan would identify the procedures that would be used to inform property owners of the location and duration of

construction, identify approvals that would be needed prior to posting or publication of construction notices, and include text of proposed public notices and advertisements. The construction notification plan would address at a minimum two of the following components:

a. Public Notice Mailer
A public notice mailer would be prepared and mailed no fewer than 15 days prior to construction. The notice would identify construction activities that would restrict, block, remove parking, or require a detour to access existing residential properties. The notice would state the type of construction activities that would be conducted and the location and duration of construction, including all helicopter activities. The project applicant or construction contractor would mail the notice to all residents or property owners within 1,000 feet of project components. If construction delays of more than 7 days occur, an additional notice would be prepared and distributed.

b. Public liaison person and toll-free information hotline
The project applicant would identify and provide a public liaison person before and during construction to respond to concerns of neighboring property owners about noise, dust, and other construction disturbance. Procedures for reaching the public liaison officer via telephone or in person would be included in notices distributed to the public. The project applicants would also establish a toll-free telephone number for receiving questions or complaints during construction and shall develop procedures for responding to callers. Procedures for handling and responding to calls would be addressed in the construction notification plan.

DOCUMENTATION: The applicant shall provide evidence that this has been completed to the satisfaction of [DPW, PDCI]. **TIMING:** Prior to issuance of any grading permit, a construction notification plan shall be implemented. **MONITORING:** The DPW, PDCI shall ensure that the grading contractor complies with the requirements of this condition. The DPW, PDCI shall contact the PDS, PCC, if the applicant fails to comply with this condition.

40. ROADS#GR-2 – PROPERTY OWNER NOTIFICATION AND ACCESS [PDF-TR-3)

INTENT: In order to inform property owners of the location and duration of construction, the applicant or construction contractor will comply with PDF-TR-3. **DESCRIPTION:** To facilitate access to properties that might be obstructed by construction activities, the project applicant or construction contractor would notify property owners and tenants at least 24 hours in advance of construction activities and would provide alternative access if required. **DOCUMENTATION:** The applicant shall comply with the requirements of the property owner notification and provide adequate access for residents. **TIMING:** The following actions shall occur

throughout the duration of grading and construction. **MONITORING:** The County [DPW, PDCI] and [PDS, BI] shall ensure that the contractors comply with the requirements of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the applicant fails to comply with this condition.

(NOISE)

41. NOISE#GR-2 – CONSTRUCTION NOISE MANAGEMENT PLAN [M-NOI-3]
INTENT: In order to comply with M-NOI-3, a construction noise management plan shall be prepared and implemented. **DESCRIPTION OF REQUIREMENT:** Prior to construction, the Applicant shall prepare a construction noise management plan (CNMP) which establishes construction activity restrictions in order to reliably achieve compliance with the County's 8-hour 75 dBA Leq standard at the Project property lines adjoining existing occupied properties (defined by Section 36.402.m as "property on which there is a building for which a certificate of occupancy has been issued"). The CNMP shall demonstrate compliance with the County Noise Ordinance for avoiding potential impacts caused by operating construction equipment and vehicle noise sufficiently proximate to these property lines of occupied properties. The CNMP shall be submitted to County Planning & Development Services (PDS) thirty (30) days prior to any land disturbance. Components of the CNMP shall include the following:

a. Affected property owners shall be notified in writing two weeks prior to construction activity within 500 feet of their property boundaries.
b. In order to comply with the County Noise Ordinance (Section 36.409 – Construction Equipment), the acoustical usage factors (AUF) of heavy construction equipment used on the Project site shall be comparable to those listed on Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) User's Guide Table 1, reference Lmax values at 50 feet shall be the lower of either the "Spec. 721.560" or "Actual Measured" values from the same RCNM User's Guide Table 1, and duration of heavy equipment operating for construction shall comply with the following limitations by activity, for the specified distance between the indicated heavy equipment operations and a position along the property line of an occupied parcel:
    - Perimeter fence installation – up to two flatbed trucks and a front end loader:
        within 15 feet – not permitted;
        15 to 25 feet – no more than twenty minutes per 8-hour period;
        25 to 50 feet – no more than one hour per 8-hour period;
        50 to 75 feet – no more than 4 hours per 8-hour period; and,
        beyond 75 feet – no restriction.
    - Site preparation (clearing) – water truck and tractor (mowing attachment):
        within 20 feet – not permitted;
        20 to 25 feet – no more than twenty minutes per 8-hour period;
        25 to 50 feet – no more than thirty minutes per 8-hour period;

50 to 75 feet – no more than 2 hours per 8-hour period;
75 to 100 feet – no more than 4 hours per 8-hour period; and,
beyond 100 feet – no restriction.

- Site preparation (earth-moving) – bulldozer, water truck, and scraper:
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than one hour per 8-hour period;
  75 to 100 feet – no more than three hours per 8-hour period;
  100 to 125 feet – no more than six hours per 8-hour period; and,
  beyond 125 feet – no restriction.
- Site preparation (grading) – flatbed truck, grader, water truck, and sheepsfoot roller:
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than one hour per 8-hour period;
  75 to 100 feet – no more than three hours per 8-hour period;
  100 to 125 feet – no more than six hours per 8-hour period; and,
  beyond 125 feet – no restriction.
- Underground work (trenching) – excavator, sheepsfoot roller, water truck, 5kW generator, and gradall (4x4 forklift):
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than 1.5 hours per 8-hour period;
  75 to 100 feet – no more than 3 hours per 8-hour period; and,
  beyond 100 feet – no restriction.
- Underground work (back-filling) – Aussie padder, sheepsfoot roller, water truck, 5kW generator, and gradall (4x4 forklift):
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than 1.5 hours per 8-hour period;
  75 to 100 feet – no more than 3 hours per 8-hour period; and,
  beyond 100 feet – no restriction.
- System installation – gradall (4x4 forklift), crane, ATV, vibratory pile driver (RGT Model RG21T or comparable), pick-up truck, and 5kW generator:
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than 1.5 hours per 8-hour period;
  75 to 100 feet – no more than 4 hours per 8-hour period; and,
  beyond 100 feet – no restriction.

All construction equipment operations shall incorporate all recommended noise reducing measures such as, but not limited to, limiting construction equipment operations, installation of temporary noise barriers, and implementation of the recommendations within the CNMP to demonstrate compliance with the County Code Noise Ordinance, Sections 36.408 and 36.409.

Concurrent construction activities may occur so long as next closest construction activity to the same studied property line position is at least four times its “no restriction” distance away. By way of example, if earth-moving was occurring near a fixed point on the potentially affected property line, the next-closest set of earth-moving equipment performing like work, or perhaps an overlapping and comparable scheduled activity (e.g., grading), would be permitted if no closer than 500 feet (= 4 x 125’) from the same receptor point.

c. If distance buffers or duration limits cannot be maintained, then the Project Applicant or its contractor will implement on-site temporary sound abatement measures, such as a field-erected noise barrier (e.g., sound blankets) of sufficient height and horizontal extent, or the placement of storage containers and other similarly solid sound-occluding structures, to ensure construction activity noise at the Project property line complies with County standards.

d. The CNMP will also include direction for the Project applicant or its contractor(s) to implement the following:
    - Trucks and other engine-powered equipment shall be equipped with noise reduction features, such as mufflers and engine shrouds, which are no less effective than those originally installed by the manufacturer;
    - Trucks and other engine-powered equipment shall be operated in accordance with posted speed limits and limited engine idling requirements;
    - Usage of truck engine exhaust compression braking systems shall be limited to emergencies;
    - Back-up beepers for all construction equipment and vehicles shall be adjusted to the lowest noise levels possible, provided that Occupational Safety and Health Administration (OSHA) and Cal OSHA’s safety requirements are not violated;
    - Vehicle horns shall be used only when necessary, as specified in the contractor’s specifications; and,
    - Radios and other noise-generating “personal equipment” shall be prohibited.

DOCUMENTATION: The applicant shall prepare the Construction Noise Management Plan and provide it the [PDS, PP] for review and approval. **TIMING:** Prior to construction, the plan shall be prepared, submitted, and approved. **MONITORING:** The [PDS, PP] shall review the plan for compliance with this condition.

DURING CONSTRUCTION: *(THE FOLLOWING ACTIONS SHALL OCCUR THROUGHOUT THE DURATION OF THE GRADING CONSTRUCTION).*

(AIR QUALITY)

42. AQ#GR-3 - CONSTRUCTION EXHAUST EMISSIONS [M-AQ-1]

INTENT: In order to minimize diesel particulate matter emissions during construction, air quality reduction measures must be implemented during all construction phases. **DESCRIPTION OF REQUIREMENT:** The permittee shall comply with the following Air Quality measure:

a. Heavy-duty diesel-powered construction equipment shall be equipped with Tier 4 Final or better diesel engines for engines 75 horsepower or greater. The County shall verify and approve all pieces within the construction fleet that would not meet Tier 4 Final standards.

b. Vehicles in loading and unloading queues shall not idle for more than 5 minutes and shall turn their engines off when not in use to reduce vehicle emissions.

c. All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications.

d. When construction equipment units that are less than 50 horsepower is employed, that equipment shall be electrical or natural gas-powered, where available.

DOCUMENTATION: The permittee shall comply with the description above. **TIMING:** The plan shall be implemented throughout construction. **MONITORING:** The [DPW, PDCI] shall make sure that the construction contractor complies with the Air Quality requirement of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the permittee fails to comply with this condition.

43. AQ#GR-4 - FUGITIVE DUST PLAN [M-AQ-2]

INTENT: In order to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, a Fugitive Dust Plan must be prepared. **DESCRIPTION OF REQUIREMENT:** The Project applicant or its designee shall require implementation of the following fugitive dust measures to minimize PM10 emissions as part of the Fugitive Dust Control Plan. All measures shall be designated on Grading and Improvement Plans:

a. Prior to construction activities, the Project applicant shall employ a construction relations officer who shall address community concerns regarding on-site construction activity. The Project applicant shall provide public notification in the form of a visible sign containing the contact information of the construction relations officer who shall document complaints and concerns regarding on-site construction activity. The sign

shall be placed in easily accessible locations and noted on Grading and Improvement Plans.

b. Grading areas shall be watered, or another SDAPCD-approved dust control non-toxic agent shall be used, at least three times daily, to minimize fugitive dust only where chemical stabilizers are not used.

c. All permanent roads and the paved access roadway improvements shall be constructed and paved as early as possible in the construction process to reduce construction vehicle travel on unpaved roads. Foundations shall be finalized as soon as possible following site preparation and grading activities to reduce fugitive dust from earth-moving operations.

d. Grading areas shall be stabilized as quickly as possible to minimize fugitive dust.

e. Wheel washers, grates, rock, or road washers shall be installed adjacent to the site access points for tire inspection and washing prior to vehicle entry on public roads.

f. Visible track-out into traveled public streets shall be removed with the use of sweepers, water trucks, or similar method within 30 minutes of occurrence.

g. Haul trucks shall be covered or at least 2 feet of freeboard shall be maintained to reduce blow-off during hauling.

h. A 15-mile-per-hour speed limit on unpaved surfaces shall be enforced.

i. Haul truck staging areas shall be provided for loading and unloading of soil and materials and shall be located away from sensitive receptors at the farthest feasible distance.

DOCUMENTATION: The permittee shall comply with the approved Fugitive Dust Plan. **TIMING:** The plan shall be implemented throughout construction. **MONITORING:** The [DPW, PDCI] shall make sure that the construction contractor complies with the Air Quality requirement of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the permittee fails to comply with this condition.

(BIOLOGICAL RESOURCES)

44. BIO#GR-8–BIOLOGICAL MONITORING [M-BI-1] [PDS, FEE X2]

INTENT: In order to prevent inadvertent disturbance to sensitive resource areas outside the approved area of impact, all grading shall be monitored by a biologist. **DESCRIPTION OF REQUIREMENT:** A County approved biologist shall perform biological monitoring during all grading, clearing, grubbing, trenching, construction, and decommissioning activities in environmentally sensitive areas. The Project Biologist shall supervise and monitor grading activities to ensure against damage to biological resources that are intended to be protected and preserved. The monitor(s) shall be on site during all grading and clearing activities that are in or adjacent to any sensitive habitats. If there are disturbances, the monitor must report them immediately to the [PDS PPD]. Additionally, the biologist shall perform the following duties:

a. Conduct meetings with the contractor and other key construction personnel describing the importance of restricting work to designated areas prior to clearing, grubbing, or grading and clarifying that the Project Biologist has the authority to halt work that could harm or harass a protected species.
b. Review the construction area in the field with the contractor in accordance with the final grading plan prior to clearing, grubbing, or grading.
c. Discuss procedures and provide Worker Environmental Awareness Program training for minimizing harm to or harassment of wildlife encountered during construction with the contractor and other key construction personnel prior to clearing, grubbing, or grading.
d. Conduct a field review of the staking to be set by the surveyor, designating the limits of all construction activity prior to clearing, grubbing, or grading.
e. Supervise and monitor vegetation clearing, grubbing, and grading to ensure against direct and indirect impacts on biological resources that are intended to be protected and preserved.
f. Flush special-status species (i.e., avian or other mobile species) from occupied habitat areas immediately prior to brush-clearing and earthmoving activities. If brush-clearing and earth-moving activities take place within the bird breeding season, flushing shall not occur in an area identified as having an active nest and thus resulting in a potential take of a species.
g. Verify that grading plans include a stormwater pollution prevention plan (SWPPP) (if required pursuant to provisions of the State Water Resources Control Board 2009-0009-DWQ Construction General Permit, or equivalent applying the standards set forth in the County of San Diego Stormwater Standards Manual) to address hydrology impacts; see M-BI-7.
h. Periodically monitor the construction site to see that dust is minimized according to the fugitive dust control plan and that temporarily impacted areas are revegetated as soon as possible.
i. Periodically monitor the construction site to verify that artificial security light fixtures are directed away from open space and are shielded.
j. Oversee the construction site so that cover and/or escape routes for wildlife from excavated areas are provided on a daily basis during vegetation clearing, grubbing and grading. All steep trenches, holes, and excavations during construction shall be covered at night with backfill, plywood, metal plates, or other means, and the edges covered with soils and plastic sheeting such that small wildlife cannot access them. Soil piles shall be covered at night to prevent wildlife from burrowing in. The edges of the sheeting shall be weighted down with sandbags. These areas may also be fenced to prevent wildlife from gaining access. Exposed trenches, holes, and excavations shall be inspected twice daily (i.e., each morning and prior to sealing the exposed area at the end of the day) by a qualified biologist to monitor for wildlife entrapment. Excavations shall provide an earthen ramp to allow for a wildlife escape route.
k. Except as stated otherwise herein, biological monitoring is daily during vegetation clearing, grubbing and grading. Once the PV field construction commences, the monitoring shall be weekly.

l. The cost of the monitoring shall be added to the grading bonds or bonded separately with the County Planning & Development Services (PDS).

DOCUMENTATION: The applicant shall implement the Biological Monitoring Program pursuant to this condition. **TIMING:** The following actions shall occur throughout the duration of the earth disturbing activities. **MONITORING:** The *[DPW, PDCI]* shall make sure that the Project Biologist is on-site performing the monitoring duties of this condition. The *[DPW, PDCI]* shall contact the *[PDS, PPD]* if the Project Biologist or applicant fails to comply with this condition.

45. BIO#GR-9–TEMPORARY CONSTRUCTION FENCING [M-BI-2] [PDS, FEE]

INTENT: In order to ensure that sensitive vegetation communities outside of the limits of grading protected, M-BI-2 shall be implemented. **DESCRIPTION OF REQUIREMENT:** The project applicant or its designee shall install fencing wherever the limits of grading are adjacent to sensitive vegetation communities or other biological resources, as identified by the Project Biologist. Fencing shall remain in place during all construction activities. All temporary fencing shall be shown on plans.

DOCUMENTATION: The applicant shall implement the Biological Monitoring Program pursuant to this condition. **TIMING:** The following actions shall occur throughout the duration of the earth disturbing activities. **MONITORING:** The *[DPW, PDCI]* shall make sure that the Project Biologist is on-site performing the monitoring duties of this condition. The *[DPW, PDCI]* shall contact the *[PDS, PPD]* if the Project Biologist or applicant fails to comply with this condition.

46. BIO#GR-10 – NOISE REDUCTION – DURING CONSTRUCTION [M-BI-11]

INTENT: In order to comply with Mitigation Monitoring and Reporting Program pursuant to Major Use Permit, PDS2018-MUP-18-022, M-BI-11 shall be implemented. **DESCRIPTION OF REQUIREMENT:** Construction-related activities that are excessively noisy (e.g., clearing, grading, or grubbing) adjacent to breeding/nesting areas shall incorporate noise-reduction measures (described below) or be curtailed during the breeding/nesting season of sensitive bird species.

1. Trucks and other engine-powered equipment shall be equipped with noise reduction features, such as mufflers and engine shrouds, which are no less effective than those originally installed by the manufacturer.
2. Trucks and other engine-powered equipment shall be operated in accordance with posted speed limits and limited engine idling requirements.
3. Usage of truck engine exhaust compression braking systems shall be limited to emergencies.
4. Back-up beepers for all construction equipment and vehicles shall be adjusted to the lowest noise levels possible, provided that Occupational Safety and Health Administration (OSHA) and Cal OSHA's safety requirements are not violated. These settings shall be retained for the duration of construction activities.
5. Vehicle horns shall be used only when absolutely necessary, as specified in the contractor's specifications.
6. Radios and other noise-generating "personal equipment" shall be prohibited

If construction-related activities that are excessively noisy (e.g., clearing, grading, grubbing, or blasting) occur during the period of January 15 through August 31, a County of San Diego-approved biologist shall conduct preconstruction surveys in suitable nesting habitat adjacent to the construction area to determine the location of any active nests in the area (see **M-BI-5**).

DOCUMENTATION: The permittee shall comply with M-BI-11. **TIMING:** The following actions shall occur throughout the duration of the earth disturbing activities. **MONITORING:** The *[DPW, PDCI]* shall make sure that the Project Biologist is on-site performing the monitoring duties of this condition. The *[DPW, PDCI]* shall contact the *[PDS, PPD]* if the Project Biologist or applicant fails to comply with this condition.

(CULTURAL RESOURCES)

47. CULT#GR-3 - ARCHAEOLOGICAL AND TRIBAL MONITORING – DURING CONSTRUCTION [M-CR-2, M-TCR-2]

INTENT: In order to comply with the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Cultural Resources, a Cultural Resource Grading Monitoring Program shall be implemented. **DESCRIPTION OF REQUIREMENT:** The Project Archaeologist and Kumeyaay Native American Monitor shall monitor the original cutting of previously undisturbed deposits in all areas identified for development including off-site improvements. The archaeological monitoring program shall comply with the following requirements during earth-disturbing activities:

a. **Monitoring.** During the original cutting of previously undisturbed deposits, the Project Archaeologist and Kumeyaay Native American Monitor shall be onsite as determined necessary by the Project Archaeologist. Inspections will vary based on the rate of excavation, the materials excavated, and the presence and abundance of artifacts and features. The frequency and location of inspections will be determined by the Project Archaeologist in consultation with the Kumeyaay Native American Monitor. Monitoring of the cutting of previously disturbed deposits will be determined by the Project Archaeologist in consultation with the Kumeyaay Native American Monitor.

b. **Temporary Fencing.** Temporary orange construction fencing shall be installed around unimpacted portions of CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI- 11686, and CA-SDI-19910 and along the MUP boundaries where cultural resources (CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757) are within 50 feet of the Project ADI. An archaeological monitor and Kumeyaay Native American monitor shall be present to assure proper placement of construction fencing and to prevent impacts to cultural resources.

c. **Inadvertent Discoveries.** In the event that previously unidentified potentially significant cultural resources are discovered:

1. The Project Archaeologist or the Kumeyaay Native American monitor shall have the authority to divert or temporarily halt ground disturbance operations in the area of discovery to allow evaluation of potentially significant cultural resources.
2. At the time of discovery, the Project Archaeologist shall contact the PDS Staff Archaeologist.
3. The Project Archaeologist, in consultation with the PDS Staff Archaeologist and the Kumeyaay Native American Monitor, shall determine the significance of the discovered resources.
4. The Project Archaeologist shall notify the Campo Band of Mission Indians, Manzanita Band of the Kumeyaay Nation, and the Viejas Band of Mission Indians of the unanticipated discovery.
5. Should a potential TCR be identified, the Project Archaeologist shall consult with consulting tribes for a final determination.
6. Construction activities will be allowed to resume in the affected area only after the PDS Staff Archaeologist has concurred with the evaluation.
7. Isolates and clearly non-significant deposits shall be minimally documented in the field. Should the isolates and/or non-significant deposits not be collected by the Project Archaeologist, then the Kumeyaay Native American monitor may collect the cultural material for transfer to a Tribal Curation facility or repatriation program.
8. If cultural resources are determined to be significant, a Research Design and Data Recovery Program (Program) shall be prepared by the Project Archaeologist in consultation with the Kumeyaay Native American Monitor. The County Archaeologist shall review and approve the Program, which shall be carried out using professional archaeological methods. The Program shall include (1) reasonable efforts to preserve (avoidance) “unique” cultural resources or Sacred Sites; (2) the capping of identified Sacred Sites or unique cultural resources and placement of development over the cap, if avoidance is infeasible; and (3) data recovery for non-unique cultural resources. The preferred option is preservation (avoidance).

d. **Human Remains.** If any human remains are discovered:

1. The Property Owner or their representative shall contact the County Coroner and the PDS Staff Archaeologist.
2. Upon identification of human remains, no further disturbance shall occur in the area of the find until the County Coroner has made the necessary findings as to origin. If the human remains are to be taken offsite for evaluation, they shall be accompanied by the Kumeyaay Native American monitor.
3. If the remains are determined to be of Native American origin, the NAHC shall immediately contact the Most Likely Descendant (MLD).

4. The Project Archaeologist shall notify the Campo Band of Mission Indians, the Manzanita Band of the Kumeyaay Nation, and the Viejas Band of Kumeyaay Indians of the identification of human remains.
5. The immediate vicinity where the Native American human remains are located is not to be damaged or disturbed by further development activity until consultation with the MLD regarding their recommendations as required by Public Resources Code Section 5097.98 has been conducted.
6. The MLD may with the permission of the landowner, or their authorized representative, inspect the site of the discovery of the Native American human remains and may recommend to the owner or the person responsible for the excavation work means for treatment or disposition, with appropriate dignity, of the human remains and any associated grave goods. The descendants shall complete their inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site.
7. Public Resources Code §5097.98, CEQA §15064.5 and Health & Safety Code §7050.5 shall be followed in the event that human remains are discovered.

e. **Fill Soils.** The Project Archaeologist and Kumeyaay Native American monitor shall evaluate fill soils to determine that they are clean of cultural resources.

f. **Monthly Reporting.** The Project Archaeologist shall submit monthly status reports to the Director of Planning and Development Services starting from the date of the Notice to Proceed to termination of implementation of the archaeological monitoring program. The report shall briefly summarize all activities during the period and the status of progress on overall plan implementation. Upon completion of the implementation phase, a final report shall be submitted describing the plan compliance procedures and site conditions before and after construction.

DOCUMENTATION: The applicant shall implement the Archaeological Monitoring Program pursuant to this condition. **TIMING:** The following actions shall occur throughout the duration of the earth disturbing activities. **MONITORING:** The *[DPW, PDCI]* shall make sure that the Project Archeologist is on-site performing the monitoring duties of this condition. The *[DPW, PDCI]* shall contact the *[PDS, PPD]* if the Project Archeologist or applicant fails to comply with this condition.

(PALEONTOLOGICAL RESOURCES)

48. PALEO#GR-2 - PALEONTOLOGICAL MONITORING – DURING CONSTRUCTION [M-PR-1]

INTENT: In order to comply with Mitigation Monitoring and Reporting Program pursuant to Major Use Permit, PDS2018-MUP-18-022, and the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Paleontological Resources, a Grading Monitoring Program shall

be implemented. **DESCRIPTION OF REQUIREMENT:** The Project Paleontologist shall monitor during the original cutting of previously undisturbed deposits for the project, both on and off site. The Qualified Paleontological Resources Monitor shall be on-site to monitor as determined necessary by the Qualified Paleontologist. The grading monitoring program shall comply with the following requirements during grading:

a. If paleontological resources are encountered during grading/excavation, the following shall be completed:

    1. The Paleontological Resources Monitor shall have the authority to direct, divert, or halt any grading/excavation activity until such time that the sensitivity of the resource can be determined and the appropriate salvage implemented.

    2. The Monitor shall immediately contact the Project Paleontologist.

    3. The Project Paleontologist shall contact the Planning & Development Services immediately.

    4. The Project Paleontologist shall determine if the discovered resource is significant. If it is not significant, grading and/or excavation may resume.

b. If the paleontological resource is significant or potentially significant, the Project Paleontologist or Paleontological Resources Monitor, under the supervision of the Project Paleontologist, shall complete the following tasks in the field:

    1. Salvage unearthed fossil remains, including simple excavation of exposed specimens or, if necessary, plaster-jacketing of large and/or fragile s3pecimens or more elaborate quarry excavations of richly fossiliferous deposits;

    2. Record stratigraphic and geologic data to provide a context for the recovered fossil remains, typically including a detailed description of all paleontological localities within the project site, as well as the lithology of fossil-bearing strata within the measured stratigraphic section, if feasible, and photographic documentation of the geologic setting; and

    3. Transport the collected specimens to a laboratory for processing (cleaning, curation, cataloging, etc.).

DOCUMENTATION: The applicant shall implement the grading monitoring program pursuant to this condition. **TIMING**: The following actions shall occur throughout the duration of the grading construction. **MONITORING:** The [*DPW, PDCI*] shall make sure that the Project Paleontologist is on-site performing the

monitoring duties of this condition. The [*DPW, PDCI*] shall contact the [*PDS, PPD*] if the Project Paleontologist or applicant fails to comply with this condition.

(TRAFFIC)

49. ROADS#GR-3 – CONSTRUCTION NOTIFICATION PLAN [PDF-TR-2]

INTENT: In order to keep the public informed during construction, a construction notification plan shall be prepared and implemented. **DESCRIPTION OF REQUIREMENT:** At least forty-five (45) days prior to construction, the project applicant would prepare and submit a construction notification plan to the County for approval. The construction notification plan would identify the procedures that would be used to inform property owners of the location and duration of construction, identify approvals that would be needed prior to posting or publication of construction notices, and include text of proposed public notices and advertisements. The construction notification plan would address at a minimum two of the following components:

a. Public Notice Mailer
A public notice mailer would be prepared and mailed no fewer than 15 days prior to construction. The notice would identify construction activities that would restrict, block, remove parking, or require a detour to access existing residential properties. The notice would state the type of construction activities that would be conducted and the location and duration of construction, including all helicopter activities. The project applicant or construction contractor would mail the notice to all residents or property owners within 1,000 feet of project components. If construction delays of more than 7 days occur, an additional notice would be prepared and distributed.

b. Public liaison person and toll-free information hotline
The project applicant would identify and provide a public liaison person before and during construction to respond to concerns of neighboring property owners about noise, dust, and other construction disturbance. Procedures for reaching the public liaison officer via telephone or in person would be included in notices distributed to the public. The project applicants would also establish a toll-free telephone number for receiving questions or complaints during construction and shall develop procedures for responding to callers. Procedures for handling and responding to calls would be addressed in the construction notification plan.

DOCUMENTATION: The applicant shall comply with the requirements of the construction notification plan. **TIMING:** The following actions shall occur throughout the duration of grading and construction. **MONITORING:** The County [DPW, PDCI] and [PDS, BI] shall ensure that the contractors comply with the requirements of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the applicant fails to comply with this condition.

50. ROADS#GR-4 – PROPERTY OWNER NOTIFICATION AND ACCESS [PDF-TR-3)

INTENT: In order to inform property owners of the location and duration of construction, the applicant or construction contractor will comply with PDF-TR-3. **DESCRIPTION:** To facilitate access to properties that might be obstructed by construction activities, the project applicant or construction contractor would notify property owners and tenants at least 24 hours in advance of construction activities and would provide alternative access if required. **DOCUMENTATION:** The applicant shall comply with the requirements of the property owner notification and provide adequate access for residents. **TIMING:** The following actions shall occur throughout the duration of grading and construction. **MONITORING:** The County [DPW, PDCI] and [PDS, BI] shall ensure that the contractors comply with the requirements of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the applicant fails to comply with this condition.

51. ROADS#GR-5 - TRAFFIC DEMAND MANAGEMENT PROGRAM [PDF-TR-4]

Intent: In order to comply with PDF-TR-4 to reduce construction worker trips, the project shall implement a voluntary Transportation Demand Management Program. **Description:** The Project applicant shall implement a voluntary construction period Transportation Demand Management program to encourage construction workers to carpool or use alternative transportation modes. The program shall include the following:

d. Encouragement of carpooling among workers to reduce worker commuter trips entering and exiting the Project Area

e. A transportation package would be provided to workers, prior to commencing work on the Project Area, with information about ow to access the Project by alternative transportation and the benefits of doing so; and,

f. The applicant shall evaluate the feasibility of a vanpool or shuttle service to facilitate worker commute trips if feasible.

DOCUMENTATION: The applicant shall implement the Traffic Demand Management Program pursuant to this condition. **TIMING:** The following actions shall occur throughout the duration of the earth disturbing activities. **MONITORING:** The *[DPW, PDCI]* shall ensure that the grading contractor is preparing and maintaining the daily logs on-site. The *[DPW, PDCI]* shall contact the *[DPW, CO]* if the grading contractor or applicant fails to comply with this condition.

(RECYCLING)

52. DPW RECYCLING - GRADING MATERIAL DIVERSION:

INTENT: In order to comply with the Grading Material Diversion Program, project recycling and diversion is designed to increase diversion of grading, land clearing, and brushing materials from landfills, extend the useful life of local landfills, and support construction and demolition project compliance with State waste diversion requirements. **DESCRIPTION OF REQUIREMENT:** For all grading projects >5,000 cubic yards, a Daily Log of all grading, land clearing, and brushing material that is exported or reused/repurposed must be retained onsite. The Daily Log must include all export receipts or other vendor or disposal or transfer station facility information that accepted grading material from the approved grading project. **DOCUMENTATION:** Daily Logs shall be prepared and kept on-site for inspection and include the following:

a. Identify the project location.
b. Log date that material was transported off the site
c. Log type of grading or clearing material
d. Weight of the material or its approximate tonnage or cubic yards
e. Name of the party transporting the materials
f. Name of the receiving facility or exporter, and whether the material was disposed of in a landfill, salvaged for future use off-site, or recycled.
g. Each log entry shall correspond with a receipt issued by the party that transported the material off-site or by facility that accepted the materials. If the materials were hauled by the grading contractor, export receipts shall be compiled within 90 days of the date of the log entry.
h. The Daily Log shall include separate entries for each occurrence of materials reused on-site.
i. The Daily Log and all receipts shall be maintained at the project site and made available to any County inspector responsible to ensure compliance with this requirement

TIMING: The following actions and logs shall occur throughout the duration of the earth disturbing activities. **MONITORING:** The *[DPW, PDCI]* shall ensure that the grading contractor is preparing and maintaining the daily logs on-site. The *[DPW, PDCI]* shall contact the *[DPW, CO]* if the grading contractor or applicant fails to comply with this condition.

(WILDFIRE)

53. FIRE#GR-1 – CONSTRUCTION FIRE PROTECTION PLAN [M-WF-2]

INTENT: In order to mitigate the risk of fire during construction, a Project Construction Fire Protection Plan shall be implemented. **DESCRIPTION OF REQUIREMENT:** These measures will be enforced through the Site Safety Officer (SSO) and ongoing worker safety training:

- Fire rules shall be posted on the Project bulletin board at the contractor's field office and areas visible to employees. This shall include all contractors and subcontractors if more than one.

- All internal combustion engines used at the Project site shall be equipped with spark arrestors that are in good working order.
- Once initial two-track roads have been cut and initial fencing completed, light trucks and cars shall be used only on roads where the roadway is cleared of vegetation. Mufflers on all cars and light trucks shall be maintained in good working order.
- The Project will be equipped with at least two water trucks each of 4,000-gallon capacity. Each truck will be equipped with 50 feet of 0.25-inch fast response hose with fog nozzles. Any hose size greater than 1.5 inches shall use National Hose (NH) couplings.
- A cache of shovels, McLeods, and Pulaskis shall be available at staging sites. The amount of equipment will be determined by consultation between SSO and SDCFPD/CAL FIRE. Additionally, on-site pickup trucks will be equipped with first aid kits, fire extinguishers, and shovels. Contractor vehicles will be required to include the same basic equipment.
- Equipment parking areas and small stationary engine sites shall be cleared of all extraneous flammable materials and provided with a gravel surface.
- A fire watch (i.e., person responsible for monitoring for ignitions) shall be provided during hot work and shall occur for up to one hour following completion of the hot work activities.
- Smoking will not be permitted on the site.
- Each Project construction site, if construction occurs simultaneously at various locations on the site, shall be equipped with fire extinguishers and firefighting equipment sufficient to extinguish small fires.
- The on-site contractor or Project staff shall coordinate with SDCFPD/CAL FIRE to create a training component for emergency first responders to prepare for specialized emergency incidents that may occur at the Project site.
- All on-site employees shall participate in fire prevention and response training exercises with the SDCFPD/CAL FIRE.
- The Project shall implement ongoing fire patrols during the fire season as defined by local and state agencies. The SSO will be assigned as fire patrol to monitor work activities when an activity risk exists for fire compliance. The SSO shall verify proper tools and equipment are on site, assess any fire agency work restrictions, and serve as a lookout for fire starts, including staying behind (e.g., a fire watch) to make certain no residual fire exists. Fire watch may be performed by any site personnel. A SSO shall perform routine patrols of the Project site during the fire season equipped with a portable fire extinguisher and communications equipment. The Project staff shall notify SDCFPD/CAL FIRE of the name and contact information of the current SSO in the event of any change.
- Fires ignited on site shall be immediately reported via SDCFPD and CAL FIRE.
- The engineering, procurement, and construction contracts for the Project shall clearly state the fire safety requirements that are the responsibility of any person who enters the site, as described in this CFPP.

Daily Fire Prevention Measures

To limit the risk of fires, all site staff, employees, and contractors shall take the following precautions during Project construction:

- Fire safety shall be a component of daily tailgate meetings. Foremen will remind employees of fire safety, prevention, and emergency protocols on a daily basis.
- Smoking will not be permitted in the project site. Combustible materials shall be stored in areas away from native vegetation. Whenever combustibles are being stored in the open air, the SSO shall be informed of the situation.
- Evacuation routes shall be maintained and free of obstructions. Unavoidable evacuation route blockages shall be coordinated such that a secondary route is identified and available.
- Disposal of combustible waste in accordance with all applicable laws and regulations shall be required.
- Use and storage of flammable materials in areas away from ignition sources shall be required.
- Proper storage of chemicals such that incompatible (i.e., chemically reactive) substances would be separated appropriately shall be required.
- Performance of hot work (i.e., welding or working with an open flame or other ignition sources) in controlled areas under the supervision of a fire watch shall be required. Fire watch may be any site personnel who would watch for accidental ignitions. Hot work permits are required and shall be reviewed and granted by the SSO for all hot work.
    - Equipment shall be kept in good working order by inspecting electrical wiring and appliances regularly and maintaining motors and tools free of excessive dust and grease.
    - Ensuring that heating units are safeguarded shall be required.
    - Immediate reporting of fuel or petroleum leaks. The site mechanic shall ensure that leaks are repaired immediately upon notification.
    - Immediate repair and cleanup of flammable liquid leaks shall be required.
    - Construction work areas shall be kept free of combustible materials.
    - Extension cords shall not be relied on if wiring improvements are needed, and overloading of circuits with multiple pieces of equipment shall be prohibited.
    - Turning off and unplugging electrical equipment when not in use.

DOCUMENTATION: The permittee shall comply with the approved Construction Fire Protection plan. **TIMING:** The following actions and logs shall occur throughout the duration of the earth disturbing activities. **MONITORING:** The [PDS, PCC] and the SDCFPD shall review the plan in compliance with this condition.

(GROUNDWATER)

54. GW#GR-1- GROUNDWATER MMRP (PDF-HY-2)

INTENT: In order to protect groundwater resources, Groundwater Monitoring and Mitigation Plan (GMMP) documents shall be implemented.
DESCRIPTION OF REQUIREMENT: The applicant shall implement the following County approved GMMP documents:

1. GMMP – JVR Energy Park Project, Jacumba Hot Springs, San Diego County, California, dated July 2020.

The GMMP established baseline conditions and ongoing construction monitoring. Implementation for the construction period shall include the following:

a. Construction Production Limitations: Groundwater production shall be metered and monitored at Well #2 and Well #3 and limited to a sum total maximum of 141.4 acre-feet during the construction period.

b. Construction Groundwater Level Thresholds: During groundwater extraction for construction, a groundwater level threshold of 5 feet below baseline conditions shall be enforced in Well Km, the Highland Center Well, the Park Well, and the Border Patrol Well. If Well Km is not accessible, then the Central Irrigation Well shall be used for monitoring in lieu of Well Km. The well interference threshold for Central Irrigation Well will be 4.80 feet below baseline groundwater level measurements to not exceed the maximum drawdown of 5 feet below the baseline groundwater level at Well Km. If a groundwater level threshold is exceeded, pumping at Well #2 and Well #3 will cease until the groundwater level at the well that experienced the threshold exceedance has stayed below the threshold and remained there for at least 30 continuous days. Additionally, written permission from County of San Diego PDS must be obtained before production for the Proposed Project may be resumed.

c. Groundwater Dependent Habitat Monitoring: If static groundwater levels drop lower than 63.7 feet below ground surface in the Central Irrigation Well or 72.9 feet below ground surface in Well #2, then monitoring of the groundwater-dependent habitat will commence in accordance with the JVR Energy Park GMMP.

d. If the groundwater levels exceed 3 feet below historical low groundwater levels (63.7 feet bgs in the Central Irrigation Well and 72.9 feet bgs in Well #2) and the arborist or forester finds evidence of deteriorating riparian habitat health, mitigation will consist of offsite wetland/oak woodland credits at a 3:1 ratio.

f. Flow rate and volume measurements from Well #2 and Well #3 will be recorded daily using an instantaneous flow meter during project construction.

g. Pressure transducers shall be maintained at the Daley Well, Central Irrigation Well, Well Km, the Highland Center Well, the Park Well, and the Project production wells (Well #2 and Well #3). Each well shall be programmed to record the water level at least once per day. Transducer data will be downloaded monthly during the construction phase.

h. The applicant shall comply with the requirements of the GMMP and this condition. Minor alterations to the GMMP may be approved by the Director of PDS, provided alterations achieve the goals and objectives of the GMMP, and are supported by the record. Water level thresholds and groundwater production limits may not be altered.

i. Pay all associated GMMP Fees annually, until all GMMP requirements have been completed.

DOCUMENTATION: Groundwater production data and water level data shall be reported to *[PDS, Groundwater Geologist]* on a monthly basis during project construction. If the production or water level thresholds are exceeded pursuant to Description of Requirement above and/or the approved JVR Energy Park GMMP, *[PDS Groundwater Geologist]* will be notified via letter and electronic mail within one working day of the exceedance. **TIMING:** Upon establishment of the use, the GMMP shall be complied with until all GMMP requirements have been completed. **MONITORING:** The [*PDS, Groundwater Geologist*] shall review all GMMP reports to ensure that the project complies with on-going groundwater production conditions and water level thresholds. The *[PDS, Code Enforcement Division]* is responsible for enforcement of this permit.

ROUGH GRADING: *(Prior to rough grading approval and issuance of any Building Permit).*

(BIOLOGICAL RESOURCES)

55. BIO#GR-11–BIOLOGICAL MONITORING REPORT [M-BI-1] [PDS, FEE]
INTENT: In order to ensure that the biological monitoring occurred during the grading phase of the Project, a final biological monitoring report shall be prepared pursuant to the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Biological Resources, **DESCRIPTION OF REQUIREMENT:** The Project Biologist shall prepare the final biological monitoring report. The report shall substantiate the supervision of the grading activities and confirm that grading or construction activities did not impact any additional areas or any other sensitive biological resources. The report shall conform to the County *Report Format Guidelines for Biological Resources*, and include the following items:

a. Photos of the fencing or temporary flagging that was installed during the trenching, grading, or clearing activities.

b. Monitoring logs showing the date and time that the monitor was on site.

c. Photos of the site after the grading and clearing activities.

DOCUMENTATION: The permittee shall submit the final biological monitoring report to the [*PDS, PPD*] for review and approval. **TIMING:** Upon completion of all grading and clearing activities, and prior to Rough Grading final Inspection (Grading Ordinance SEC 87.421.a.2), the final report shall be completed. **MONITORING:** The [*PDS, PPD*] shall review the final report for compliance with the project MMRP, and inform [DPW, PDCI] that the requirement is completed.

56. BIO#GR-12–TEMPORARY CONSTRUCTION FENCING [M-BI-2] [PDS, FEE]

INTENT: In order to ensure that sensitive vegetation communities outside of the limits of grading protected, M-BI-2 shall be implemented. **DESCRIPTION OF REQUIREMENT:** The project applicant or its designee shall install fencing wherever the limits of grading are adjacent to sensitive vegetation communities or other biological resources, as identified by the Project Biologist. Fencing shall remain in place during all construction activities. All temporary fencing shall be shown on plans.

DOCUMENTATION: The applicant shall implement the Biological Monitoring Program pursuant to this condition. **TIMING:** The following actions shall occur throughout the duration of the earth disturbing activities. **MONITORING:** The *[DPW, PDCI]* shall make sure that the Project Biologist is on-site performing the monitoring duties of this condition. The *[DPW, PDCI]* shall contact the *[PDS, PPD]* if the Project Biologist or applicant fails to comply with this condition.

(CULTURAL RESOURCES)

57. CULT#GR-4 - ARCHAEOLOGICAL AND TRIBAL MONITORING – ROUGH GRADING [M-CR-2, M-TCR-2]

INTENT: In order to comply with the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Cultural Resources, an Archaeological Monitoring Program shall be implemented. **DESCRIPTION OF REQUIREMENT:** The Project Archaeologist shall prepare one of the following reports upon completion of the earth-disturbing activities that require monitoring:

a. **No Archaeological Resources Encountered.** If no archaeological resources are encountered during earth-disturbing activities, then submit a final Negative Monitoring Report substantiating that earth-disturbing activities are completed and no cultural resources were encountered. Archaeological monitoring logs showing the date and time that the monitor was on site and any comments from the Native American Monitor must be included in the Negative Monitoring Report.

b. **Archaeological Resources Encountered.** If archaeological resources were encountered during the earth disturbing activities, the Project Archaeologist shall provide an Archaeological Monitoring Report stating that the field monitoring activities have been completed, and that resources have been encountered. The report shall detail all cultural artifacts and deposits discovered during monitoring and the anticipated time schedule for completion of the curation and/or repatriation phase of the monitoring.

DOCUMENTATION: The applicant shall submit the Archaeological Monitoring Report to *[PDS, PPD]* for review and approval. Once approved, a final copy of the report shall be submitted to the South Coastal Information Center and any culturally-affiliated Tribe who requests a copy. **TIMING:** Upon completion of all earth-disturbing activities, and prior to Rough Grading Final Inspection (Grading Ordinance SEC 87.421.a.2), the report shall be completed. **MONITORING:** *[PDS, PPD]* shall review the report or field monitoring memo for compliance with the project MMRP, and inform *[DPW, PDCI]* that the requirement is completed.

(PALEONTOLOGICAL RESOURCES)

58. PALEO#GR-3 - PALEONTOLOGICAL MONITORING – ROUGH GRADE SIGN OFF [M-PR-1]

INTENT: In order to comply with the adopted Mitigation Monitoring and Reporting Program (MMRP) pursuant to Major Use Permit, PDS2018-MUP-18-022, and the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Paleontological Resources, a Grading Monitoring Program shall be implemented. **DESCRIPTION OF REQUIREMENT:** The Project Paleontologist shall prepare one of the following letters upon completion of the grading activities that require monitoring:

a. If no paleontological resources were discovered, submit a “No Fossils Found” letter from the grading contractor to the [*PDS, PPD*] stating that the monitoring has been completed and that no fossils were discovered, and including the names and signatures from the fossil monitors. The letter shall be in the format of Attachment E of the County of San Diego Guidelines for Determining Significance for Paleontological Resources.

b. If Paleontological Resources were encountered during grading, a letter shall be prepared stating that the field grading monitoring activities have been completed, and that resources have been encountered. The letter shall detail the anticipated time schedule for completion of the curation phase of the monitoring.

DOCUMENTATION: The applicant shall submit the letter report to the [*PDS, PPD*] for review and approval. **TIMING:** Upon completion of all grading activities, and prior to Rough Grading Final Inspection (Grading Ordinance SEC 87.421.a.2), the letter report shall be completed. **MONITORING:** The [*PDS, PPD*] shall review the

final negative letter report or field monitoring memo for compliance with the project MMRP, and inform *[DPW, PDCI*] that the requirement is completed.

(RECYCLING)

59. DPW RECYCLING - GRADING MATERIAL DIVERSION

INTENT: In order to comply with the Grading Material Diversion Program, project recycling and diversion is designed to increase diversion of grading, land clearing, and brushing materials from landfills, extend the useful life of local landfills, and support construction and demolition project compliance with State waste diversion requirements. **DESCRIPTION OF REQUIREMENT:** At the conclusion of the grading activities and prior to the release of Rough Grade Inspection, and prior to issuance of any building permit, the Final Debris Management Report (DMR) must be prepared and submitted for review and approval. **DOCUMENTATION:** The DMR final report (see template) shall be prepared and submitted for review and approval by the *[DPW, CO*] and shall include:

A. Project name.
B. List of total weight, tonnage, or cubic yards of materials, by type, which was recycled, salvaged, or disposed of in a landfill.
C. Provide copies of receipts for export facilities, haulers, or materials reused on site.
D. Signed self-certification letter (see template).

TIMING: The final report shall be prepared and submitted at Rough Grade inspection. **MONITORING:** The [*DPW, PDCI*] shall ensure that the grading contractor has prepared and submitted the final report to [*DPW, CO*]. The [*DPW, PDCI*] shall contact the [*DPW, CO*] if the grading contractor or applicant fails to comply with this condition.

FINAL GRADING RELEASE: *(Prior to any occupancy, final grading release, or use of the premises in reliance of this permit).*

(BIOLOGICAL RESOURCES)

60. BIO#GR-13–BIOLOGICAL MONITORING REPORT [M-BI-1] [PDS, FEE]

INTENT: In order to ensure that the biological monitoring occurred during the grading phase of the Project, a final biological monitoring report shall be prepared pursuant to the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Biological Resources, **DESCRIPTION OF REQUIREMENT:** The Project Biologist shall prepare the final biological monitoring report. The report shall substantiate the supervision of the grading activities and confirm that grading or construction activities did not impact any additional areas or any other sensitive biological resources. The report shall conform to the County *Report Format Guidelines for Biological Resources*, and include the following items:

a. Photos of the fencing or temporary flagging that was installed during the trenching, grading, or clearing activities.

b. Monitoring logs showing the date and time that the monitor was on site.

c. Photos of the site after the grading and clearing activities.

DOCUMENTATION: The permittee shall submit the final biological monitoring report to the [*PDS, PPD*] for review and approval. **TIMING:** Upon completion of all grading and clearing activities, and prior to Final Grading Release, the final report shall be completed. **MONITORING:** The [*PDS, PPD*] shall review the final report for compliance with the project MMRP, and inform [DPW, PDCI] that the requirement is completed.

61. BIO#GR-14–TEMPORARY CONSTRUCTION FENCING [M-BI-2] [PDS, FEE]

INTENT: In order to ensure that sensitive vegetation communities outside of the limits of grading protected, M-BI-2 shall be implemented. **DESCRIPTION OF REQUIREMENT:** The project applicant or its designee shall install fencing wherever the limits of grading are adjacent to sensitive vegetation communities or other biological resources, as identified by the Project Biologist. Fencing shall remain in place during all construction activities. All temporary fencing shall be shown on plans.

DOCUMENTATION: A qualified biologist shall provide evidence to the satisfaction of the Director of the San Diego County Department of Planning and Development Services (or his/her designee) that work was conducted as authorized under the approved permits and associated plans. **TIMING:** Upon completion of all grading and clearing activities, and prior to Final Grading Release, the final report shall be completed. **MONITORING:** [PDS, PPD] shall review the final report for compliance with this condition and the report format guidelines. Upon acceptance of the report, [PDS, PPD] shall inform [PDS, LDR] and [DPW, PDCI], that the requirement is complete and the bond amount can be relinquished. If the monitoring was bonded separately, then [PDS, PPD] shall inform [PDS or DPW FISCAL] to release the bond back to the applicant.

62. BIO#GR-15–NESTING BIRD SURVEY [M-BI-5 (a)] [PDS, FEE X3]

INTENT: In order to avoid impacts to migratory birds and raptors, which are a sensitive biological resource pursuant to the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (CFGC), M-BI-5 (a) shall be implemented. **DESCRIPTION OF REQUIREMENT:** This mitigation measure serves to avoid take of birds protected under the Migratory Bird Treaty Act and California Fish and Game Code during the nesting season (M- BI-5(a).

a. Nesting Bird Survey. To avoid any direct impacts on raptors and/or any migratory birds protected under the Migratory Bird Treaty Act and California Fish and Game Code, removal of habitat that supports active nests on the proposed area of disturbance shall occur outside the nesting season for these species (which is January 15 through August 31, annually). If construction work

must occur during the avian breeding season (January 15 to August 31, annually), the applicant shall:

1. Work with the County, CDFW and the USFWS to prepare a Nesting Bird Management, Monitoring, and Reporting Plan (NBMMRP) to address avoidance of impacts to nesting birds.
    a. The applicant(s) will submit to the agencies the NBMMRP (see following for details) for review and approval prior to commencement of the project during the breeding season. The NBMMRP should include the following:
    b. Nest survey protocols describing the nest survey methodologies
    c. A management plan describing the methods to be used to avoid nesting birds and their nests, eggs, and chicks
    d. A monitoring and reporting plan detailing the information to be collected for incorporation into a regular Nest Monitoring Log (NML) with sufficient details to enable USFSW and CDFW to monitor the applicant's compliance with Fish and Game Code Sections 3503, 3503.5, 3511, and 3513
    e. A schedule for the submittal (usually weekly) of the NML
    f. Standard buffer widths deemed adequate to avoid or minimize significant project-related edge effects (disturbance) on nesting birds and their nests, eggs, and chicks
    g. A detailed explanation of how the buffer widths were determined.
    h. All measures the applicant will implement to preclude birds from utilizing project-related structures (i.e., construction equipment, facilities, or materials) for nesting.

2. Conduct preconstruction nesting bird surveys within 72 hours of construction-related activities; conduct preconstruction survey sweeps immediately prior to ground-disturbing activities; and implement appropriate avoidance measures for identified nesting birds in the NBMMRP. Resurvey, if construction activities are halted for ten consecutive days.

3. To determine presence of nesting birds that the project activities may affect, surveys shall be conducted beyond the project area—300 feet for passerine birds and 500 feet for raptors. The survey protocols shall include a detailed description of methodologies utilized by CDFW-approved avian biologists to search for nests and describe avian behaviors that indicate active nests. The protocols shall include but are not limited to the size of the project area being surveyed, method of search, and behavior that indicates active nests.

4. Each nest identified in the project area shall be included in the NML. The NMLs should be updated daily and submitted to the CDFW weekly. Since the purpose of the NMLs is to allow the CDFW to track compliance, the NMLs shall include information necessary to allow comparison between

nests protected by standard buffer widths recommended for the project (300 feet for passerine birds, 500 feet for raptors) and nests whose standard buffer width was reduced by encroachment of project-related activities. The NMLs shall provide a summary of each nest identified, including the species, status of the nest, buffer information, and fledge or failure data. The NMLs shall allow for tracking the success and failure of the buffers and would provide data on the adequacy of the buffers for certain species.

5. The applicant(s) will rely on its avian biologists to determine the appropriate standard buffer widths for nests within the project corridor/footprint to employ based on the sensitivity levels of specific species or guilds of avian species. The determination of the standard buffer widths shall be site- and species-/guild-specific and data-driven and not based on generalized assumptions regarding all nesting birds. The determination of the buffer widths shall consider the following factors:
   a. Nesting chronologies
   b. Geographic location
   c. Existing ambient conditions (human activity within line of sight—cars, bikes, pedestrians, dogs, noise)
   d. Type and extent of disturbance (e.g., noise levels and quality—punctuated, continual, ground vibrations—blasting-related vibrations proximate to tern colonies are known to make the ground-nesting birds flush the nests)
   e. Visibility of disturbance
   f. Duration and timing of disturbance
   g. Influence of other environmental factors
   h. Species' site-specific level of habituation to the disturbance.

6. Application of the standard buffer widths shall avoid the potential for project-related nest abandonment and failure of fledging and minimize any disturbance to the nesting behavior. If project activities cause or contribute to a bird being flushed from a nest, the buffer must be widened. This measure does not apply to nests that are started on construction equipment or panels or supporting structures.

DOCUMENTATION: The Project Biologist shall prepare the final report and submit it to the PDS for review and approval. **TIMING:** Prior to any occupancy, final grading release, or use of the premises in reliance of this permit, the final report shall be approved. **MONITORING:** The PDS shall review the final report for compliance with this condition and the report format guidelines. Upon approval of the report, PDS shall inform the applicant that the requirement is complete and the bond amount can be relinquished. If the monitoring was bonded separately, then the PDS shall inform DPW to release the bond back to the applicant.

63. BIO#GR-16–BURROWING OWL PRECONSTRUCTION SURVEYS [M-BI-5 (b)] [PDS, FEE X3]

INTENT: Preconstruction surveys are intended to detect the presence of burrowing owls on a project site at a fixed period in time and inform necessary take avoidance actions. **DESCRIPTION OF REQUIREMENT:** Preconstruction surveys may detect changes in owl presence such as colonizing owls that have recently moved onto the site, migrating owls, resident burrowing owls changing burrow use, or young of the year that are still present and have not dispersed (CDFG 2012). Surveys must be completed no less than 14 days prior to the initiating ground disturbance activities.

1. If burrowing owls are detected during the breeding season (February 1 through August 1) surveys, a Burrowing Owl Management Plan will need to be written and approved by the County and the California Department of Fish and Wildlife before construction continues. The Plan shall include, at a minimum: 1) measures to protect burrowing owls during grading; 2) description of passive or active burrowing relocation during the non-breeding season; and 3) description of BMPs to implement during construction (e.g., ensure that the ends of all pipes and culverts are covered when they are not being worked on, and covering rubble piles, dirt piles, ditches, and berms). Table 6-2, Recommended Restricted Activity Dates and Setback Distances by Level of Disturbance for Burrowing Owls, provides the CDFW- recommended restricted activity dates and setback distances around occupied burrowing owl nests for varying levels of disturbance (CDFG 2012).
2. If construction activities occur during the non-breeding season for burrowing owl (1 September – 31 January), a biologist shall conduct a preconstruction survey, following the methods described in the Burrowing Owl Staff Report (CDFG 2012). The take avoidance survey(s) can be conducted between 14 days and 24 hours prior to initiating ground disturbance activities; however, time lapses between project activities may require subsequent surveys within 24 hours prior to ground disturbance. If any burrowing owls are found during these surveys, avoidance and minimization measures must be implemented. The following avoidance and minimization measures shall be implemented:
    a. Avoid working within 50 meters (160 feet) from the occupied burrow during the non-breeding season;
    b. Avoid direct destruction of occupied burrows during the non-breeding season until the burrowing owl has vacated the burrow (determined through monitoring of the burrow);

    If these measures cannot be implemented, the applicant shall obtain written approval of an accepted plan (written or verbal) from the County and the California Department of Fish and Wildlife before construction continues. The plan shall include 1) identification of artificial burrow sites, 2) passive relocation methods, 3) monitoring and management of the artificial burrow site, and 4) reporting.

DOCUMENTATION: The Project Biologist shall prepare the final survey report and/or Burrowing Owl Management Plan and submit it to the PDS for review and approval. **TIMING:** Prior to any occupancy, final grading release, or use of the premises in reliance of this permit, the final report shall be approved. **MONITORING:** The PDS shall review the final survey report and/or Burrowing Owl Management Plan for compliance with this condition and the report format guidelines. Upon approval of the report, PDS shall inform the applicant that the requirement is complete and the bond amount can be relinquished.

64. BIO#GR-17–SPECIAL-STATUS SPECIES PRECONSTRUCTION SURVEYS AND RELOCATION PLAN [M-BI-5 (C)] [PDS, FEE X3]

INTENT: In order to avoid impacts to special-status species, M-BI-5 (c) shall be implemented. **DESCRIPTION OF REQUIREMENT:** Prior to construction, the applicant shall develop a relocation plan for special-status terrestrial reptiles (i.e., California legless lizard, California glossy snake, San Diegan tiger whiptail, and Blainville's horned lizard), American badger and San Diego desert woodrat with the potential to occur on site. The plan shall at minimum include: the timing and locations where surveys should be conducted; the habitat and conditions in the proposed relocation site(s); the methods that would be used for trapping and relocating the individual species; and the method for documentation/recordation of the species and number of animals relocated. The Plan shall be submitted to the County by a qualified biologist prior to any ground disturbing activities within potentially occupied habitat.

Pre-Construction Surveys. No more than 7 days prior to construction, a qualified biologist shall conduct a preconstruction survey within areas of suitable habitat for special-status species wildlife (i.e., California legless lizard, California glossy snake, San Diegan tiger whiptail, Blainville's horned lizard, San Diego desert woodrat, and/or American badger). The biologist shall look for special-status species that may be located within or immediately adjacent to the project work areas, as permitted by access. If determined by the qualified biologist that based on the construction activities, time of year and special-status wildlife species and location of the special-status wildlife species relocation is necessary to occur; relocation will occur to nearby undisturbed areas within suitable habitat in the on-site open space easement as specified in the Plan and a California scientific collecting permit (SCP) (if applicable), but as close to their origin as possible (consistent with the approved Plan). If an American badger maternity den(s) is identified within the Project's disturbance limits, then the den will be avoided until the young have left the den. Once the young have left the den, the American badger will be relocated in accordance with this measure. The biologist relocating the species shall possess a California SCP to handle these species if required by applicable CDFW regulations.

A qualified biologist shall be present during initial ground-disturbing activities (i.e. vegetation removal) immediately adjacent to or within the vegetation communities and/or disturbed habitats that could support populations of special-status wildlife

species to monitor vegetation removal and topsoil salvaging and stockpiling, where applicable. If special-status species reptiles or woodrats are detected in the work area during biological monitoring, the individual(s) will be documented and relocated as per the approved Plan and in accordance with the SCP conditions as applicable.

DOCUMENTATION: The Project Biologist shall prepare the final survey report and relocation plan and submit it to the PDS for review and approval. **TIMING:** Prior to final grading release or use of the premises in reliance of this permit, the final survey report and Relocation Plan shall be approved. **MONITORING:** The PDS shall review the final survey report and Relocation Plan for compliance with this condition and the report format guidelines. Upon approval of the report, PDS shall inform the applicant that the requirement is complete and the bond amount can be relinquished.

(CULTURAL RESOURCES)

65. CULT#GR-5 - ARCHAEOLOGICAL AND TRIBAL MONITORING – FINAL GRADING [M-CR-2, M-TCR-2]

INTENT: In order to comply with the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Cultural Resources, an Archaeological Monitoring Program shall be implemented. **DESCRIPTION OF REQUIREMENT:** The Project Archaeologist shall prepare a final report that documents the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program if cultural resources were encountered during earth-disturbing activities. The report shall include the following, if applicable:

a. Department of Parks and Recreation Primary and Archaeological Site forms.

b. Daily Monitoring Logs

c. Evidence that all cultural materials have been conveyed as follows:

(1) Evidence that all prehistoric materials collected during the archaeological monitoring program have been submitted to a San Diego County or Imperial County curation facility or a culturally affiliated Native American Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records, including title, shall be transferred to the curation facility or culturally affiliated Native American Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence shall be in the form of a letter from the curation facility stating that

the prehistoric archaeological materials have been received and that all fees have been paid.

or

Evidence that all prehistoric materials collected during the grading monitoring program have been repatriated to a Native American group of appropriate tribal affinity and shall be accompanied by payment of the fees necessary, if required. Evidence shall be in the form of a letter from the Native American tribe to whom the cultural resources have been repatriated identifying that the archaeological materials have been received.

(2) Historic materials shall be curated at a San Diego County or Imperial County curation facility and shall not be curated at a Tribal curation facility or repatriated. The collections and associated records, including title, shall be transferred to the curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence shall be in the form of a letter from the curation facility stating that the historic materials have been received and that all fees have been paid.

d. If no cultural resources are discovered, a Negative Monitoring Report must be submitted stating that the archaeological monitoring activities have been completed. Grading Monitoring Logs must be submitted with the negative monitoring report.

DOCUMENTATION: The applicant's archaeologist shall prepare the final report and submit it to *[PDS, PPD]* for approval. Once approved, a final copy of the report shall be submitted to the South Coastal Information Center (SCIC) and any culturally-affiliated Tribe who requests a copy. **TIMING:** Prior to any occupancy, final grading release, or use of the premises in reliance of this permit, the final report shall be prepared. **MONITORING:** *[PDS, PPD]* shall review the final report for compliance with this condition and the report format guidelines. Upon acceptance of the report, *[PDS, PPD]* shall inform *[PDS, LDR]* and *[DPW, PDCI]*, that the requirement is complete and the bond amount can be relinquished. If the monitoring was bonded separately, then *[PDS, PPD]* shall inform *[PDS or DPW FISCAL]* to release the bond back to the applicant.

(PALEONTOLOGICAL RESOURCES)

66. PALEO#GR-4 - PALEONTOLOGICAL MONITORING – FINAL GRADE SIGN OFF [M-PR-1]

INTENT: In order to comply with the adopted Mitigation Monitoring and Reporting Program (MMRP) pursuant to Major Use Permit, PDS2018-MUP-18-022, and the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Paleontological Resources, a Grading Monitoring Program shall be implemented. **DESCRIPTION OF REQUIREMENT:** The Project

Paleontologist shall prepare a final report that documents the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program if resources were encountered during grading. The report shall include the following:

a. If paleontological resources were discovered, the following tasks shall be completed by or under the supervision of the Project Paleontologist:

1. Prepare collected fossil remains for curation, to include cleaning the fossils by removing the enclosing rock material, stabilizing fragile specimens using glues and other hardeners, if necessary, and repairing broken specimens;

2. Curate, catalog and identify all fossil remains to the lowest taxon possible, inventory specimens, assigning catalog numbers, and enter the appropriate specimen and locality data into a collection database;

3. Submit a detailed report prepared by the Project Paleontologist in the format provided in Appendix D of the County of San Diego's Guidelines for Determining Significance for Paleontological Resources. The report shall identify which accredited institution has agreed to accept the curated fossils. Submit two hard copies of the final Paleontological Resources Mitigation Report to the Director of PDS for final approval of the mitigation, and submit an electronic copy of the complete report in Microsoft Word on an USB drive. In addition, submit one copy of the report to the San Diego Natural History Museum and one copy to the institution that received the fossils.

4. Transfer the cataloged fossil remains and copies of relevant field notes, maps, stratigraphic sections, and photographs to an accredited institution (museum or university) in California that maintains paleontological collections for archival storage and/or display, and submit Proof of Transfer of Paleontological Resources, in the form of a letter, from the director of the paleontology department of the accredited institution to the Director of PDS verifying that the curated fossils from the project site have been received by the institution.

b. If no resources were discovered, a brief letter to that effect and stating that the grading monitoring activities have been completed, shall be sent to the Director of Planning and Land Use by the Project Paleontologist.

DOCUMENTATION: The applicant shall submit the letter report to the [*PDS, PPD*] for review and approval. **TIMING:** Prior to the occupancy of any structure or use of the premises, and prior to Final Grading Release (Grading Ordinance Sec. 87.421.a.3), for Major Use Permit, PDS2018-MUP-18-022, the final report shall be completed. **MONITORING:** The [*PDS, PPD*] shall review the final report for compliance with the project MMRP, and inform [DPW, PDCI] that the requirement is completed.

**********END OF GRADING PLAN NOTES**********

BUILDING PERMIT: *(Prior to approval of any building plan and the issuance of any building permit).*

67. DRNG#2- LINES OF INUNDATION COMPLIANCE [PDF-HYD-1]

INTENT: In order to provide protection from flood damage for the structures and to comply with the County Flood Damage Prevention Ordinance (FDPO) No. 10091, County Watershed Protection Ordinance (WPO) No. 10385, County Code Section 67.801 et. seq., San Diego County Hydrology Manual, and San Diego County Hydraulic Design Manual, all on-site structures located within the inundation area shall be elevated one foot above the 100-year base flood elevation (BFE). **DESCRIPTION OF REQUIREMENT:** Prior to approval of final design plans, the County DPW shall verify that all project components located within the 100-year floodplain shall comply with the County of San Diego Flood Damage Prevention Ordinance, County Hydrology Manual, and County Hydraulic Design Manual, which includes elevating all solar panels at maximum tilt, inverter/transformer platforms, battery storage containers, and all electrical components one (1) foot above base flood elevation. **DOCUMENTATION:** The building plans shall indicate that all proposed on-site structures located within the inundation area, including the solar panels at maximum tilt, the inverter/transformer platforms, battery storage containers, and all electrical components will be raised one foot (1') above the 100-year base flood elevation. The applicant shall indicate on the building plans that the requirement above has been met. **TIMING:** Prior to approval of any building plan and the issuance of any building permit associated with the structures referenced above, compliance with this condition is required. **MONITORING:** The [*PDS, BPPR*] shall review the building plans for consistency with this condition.

68. ROADS#7–ACCESS & ROAD IMPROVEMENTS

INTENT: In order to promote orderly development and to comply with the Policy I-18 and the County Consolidated Fire Code Sec. 503 et al., a project access shall be improved. **DESCRIPTION OF REQUIREMENT:** Improve or agree to improve and provide security for all the public road segments and intersections as indicated below to the satisfaction of the Director of Public Works (DPW) and Director of Planning & Development Services (PDS):

a. At the intersection of ***Carrizo Gorge Road*** and Access 1, approximately 1,000 feet southeast of the Interstate 8 interchange, construct a project access driveway, which shall be designed and constructed per standard drawing G14A or DS7.

- Provide one (1) northbound shared through/right-turn lane.
- Provide one (1) southbound shared left-turn/through lane; and

- Provide one (1) westbound shared left/right-turn lane.

Include tapers and transitions as necessary. **REFERENCES:** Local Mobility Analysis by Kimley Horn dated September 2020 (Section 7.2, Project Access Recommendations).

b. At the intersection of ***Carrizo Gorge Road*** and Access 2, approximately 1,450 feet southeast of the Interstate 8 interchange, construct a project access driveway, which shall be designed and constructed per standard drawing G14A or DS7.

- Provide one (1) northbound shared left-turn/through lane;
- Provide one (1) southbound shared through/right-turn lane; and
- Provide one (1) eastbound shared left/right-turn lane.

Include tapers and transitions as necessary. **REFERENCES:** Local Mobility Analysis by Kimley Horn dated September 2020 (Section 7.2, Project Access Recommendations).

c. At the intersection of ***Carrizo Gorge Road*** and Access 3, approximately 2,100 feet southeast of the Interstate 8 interchange, construct a project access driveway, which shall be designed and constructed per standard drawing G14A or DS7.

- Provide one (1) northbound shared through/right-turn lane;
- Provide one (1) southbound shared left-turn/through lane; and
- Provide one (1) westbound shared left/right-turn lane.

Include tapers and transitions as necessary. **REFERENCES:** Local Mobility Analysis by Kimley Horn dated September 2020 (Section 7.2, Project Access Recommendations).

d. At the intersection of ***Carrizo Gorge Road*** and Access 4, approximately 2,800 feet southeast of the Interstate 8 interchange, construct a project access driveway, which shall be designed and constructed per standard drawing G14A or DS7.

- Provide one (1) northbound shared left-turn/through lane;
- Provide one (1) southbound shared through/right-turn lane; and
- Provide one (1) eastbound shared left/right-turn lane.

Include tapers and transitions as necessary. **REFERENCES:** Local Mobility Analysis by Kimley Horn dated September 2020 (Section 7.2, Project Access Recommendations).

e. At the intersection of ***Old Highway 80*** and Access 5, **approximately 1,200**

feet east of Campo Street, construct two (2) project access driveways, which shall be designed and constructed per standard drawing G14A or DS7.

- Provide one (1) northbound shared left/through/right-turn lane;
- Provide one (1) southbound shared left/through/right-turn lane;
- Provide one (1) eastbound shared left/through/right-turn lane; and
- Provide one (1) westbound shared left/through/right-turn lane.

Include tapers and transitions as necessary. **REFERENCES:** Local Mobility Analysis by Kimley Horn dated September 2020 (Section 7.2, Project Access Recommendations).

f. The Pavement tapers from the ultimate right-of-way line to the existing edge of pavement, with asphalt concrete to the satisfaction of the Director of DPW and Director of PDS.

All plans and improvements shall be completed pursuant to the County of San Diego Public Road Standards, the PDS Land Development Improvement Plan Checking Manual and the Community Trails Master Plan. The improvements shall be completed within 24 months from the approval of the improvement plans, execution of the agreements, and acceptance of the securities. **DOCUMENTATION:** The applicant shall complete the following:

a. Process and obtain approval of Improvement Plans to improve the project access driveways, lane striping, and the pavement tapers on ***Carrizo Gorge Road*** and ***Old Highway 80.***

b. Provide Secured Agreements. The required security shall be in accordance with Section 7613 of the Zoning Ordinance.

c. Pay all applicable inspection fees with [*DPW, PDCI*].

d. If the applicant is a representative, then a one of the following is required: a corporate certificate indicating those corporation officers authorized to sign for the corporation, or a partnership agreement recorded in this County indicating who is authorized to sign for the partnership.

e. Obtain approval for the design and construction of all driveways, turnarounds, and private easement road improvements to the satisfaction of the San Diego County Fire Authority and the [*PDS, LDR*].

f. Obtain a Construction Permit for any work within the County road right-of-way. Contact DPW Construction/Road Right-of-Way Permits Services Section, (858) 694-2055. Also, before trimming, removing or planting trees or shrubs

in the County Road right-of-way, the applicant must first obtain a permit to remove plant or trim shrubs or trees from the Permit Services Section.

TIMING: Prior to approval of any building plan and the issuance of any building permit, the plans shall be approved, and securities must be provided. **MONITORING:** The [*PDS, LDR*] and [*DPR, TC*] shall review the plans for consistency with the condition and County Standards and Community Trails Master Plan. Upon approval of the plans [*PDS, LDR*] shall request the required securities and improvement agreements. The securities and improvement agreements shall be approved by the Director of PDS before any work can commence. **REFERENCES:** Local Mobility Analysis by Kimley Horn dated September 2020 (Section 7.2, Project Access Recommendations).

69. ROADS#8–ENCROACHMENT PERMIT/FRANCHISE AGREEMENT

INTENT: In order to allow the placement of the proposed underground utilities within the County right-of-way and in accordance with the County of San Diego Public Road Standards, an Encroachment permit shall be obtained. **DESCRIPTION OF REQUIREMENT:** Any transmission facility within County ROW shall be undergrounded and shall meet or exceed the requirements set forth in the San Diego County Design Standards and San Diego Regional Standard Drawings M-15, M-22, and M-23 to the satisfaction of [*PDS, LDR*]. An encroachment permit shall be obtained from Construction/Road right-of-way Permits Services Section, for the improvements to be made within the public right-of-way. A copy of the permit and evidence from the issuing agency that all requirements of the permit have been met shall be submitted to the [*PDS, LDR*]. **DOCUMENTATION:** The applicant shall obtain the encroachment permit and provide a copy of the permit, proof of payment, and evidence that all the requirements of the permit have been met, to the [*PDS, LDR*]. **TIMING:** Prior to construction of anything within the County right of way, and prior to approval of any building plan and the issuance of any building permit, the permit shall be obtained. **MONITORING:** The [*PDS, LDR*] shall review the permit for compliance with this condition and the applicable improvement plans, and implement any conditions of the permit in the County improvement plans.

70. ROADS#9 DEBRIS MANAGEMENT REPORT (DMR)

INTENT: In order to comply with the Grading Material Diversion Program, project recycling and diversion is designed to increase diversion of grading, land clearing, and brushing materials from landfills, extend the useful life of local landfills, and support construction and demolition project compliance with State waste diversion requirements. This includes grading, clearing, and brushing material for grading projects over 5,000 cubic yards. For additional questions, please call (858) 694-2463 or email CDRecycling@sdcounty.ca.gov. **DESCRIPTION OF REQUIREMENT:** Prior to Rough Grade Inspection and release, and prior to issuance of any building permit, a Final Debris Management Report must be submitted for review and approval by the DPW Recycling Compliance Official. The report shall include:

- Project name.
- List of total weight, tonnage, or cubic yards of materials, by type, which was recycled, salvaged, or disposed of in a landfill.
- Provide copies of receipts for export facilities, haulers, or materials reused on site.
- Signed self-certification letter (see template).

DOCUMENTATION: Prior to Rough Grade Release and prior to issuance of any building permit, a final report shall be prepared and submitted for review and approval to the DPW Recycling Compliance Official. For additional questions, please call (858) 694-2463 or email CDRecycling@sdcounty.ca.gov. Templates for all forms required are available at: https://www.sandiegocounty.gov/content/sdc/dpw/recycling/NewCD_Grading.html. **TIMING:** Prior to building permit issuance, and Rough Grading release, the Debris Management Final Report shall be prepared and submitted to DPW Recycling Official *[DPW CO]* for review and approval. **MONITORING:** The [*DPW, CO*] shall review and approve the DMR documents for the project. The [*DPW, CO*], shall forward the approval of the DMR to [*DPW, PDCI*] and [*PDS, Building PCC*] for compliance with this condition.

71. UTILITIES#1–PAVEMENT CUT POLICY

INTENT: In order to prohibit trench cuts for undergrounding of utilities in all new, reconstructed, or resurfaced paved County-maintained roads for a period of three years following project pavement treatment, and to comply with County Policy RO-7 adjacent property owners shall be notified and solicited for their participation in the extension of utilities. **DESCRIPTION OF REQUIREMENT:** All adjacent property owners shall be notified who may be affected by this policy and are considering development of applicable properties, this includes requesting their participation in the extension of utilities to comply with this policy. No trench cuts for undergrounding of utilities in all new, reconstructed, or resurfaced paved County-maintained roads for a period of three years following project surface. **DOCUMENTATION:** The applicant shall sign a statement that they are aware of the County of San Diego Pavement Cut Policy and submit it to the [*PDS LDR*] for review. **TIMING:** Prior to approval of any building plan and the issuance of any building permit and prior to issuance of any construction permit, and prior to use of the property in reliance of this permit, the Acknowledgement of Department of Public Works Pavement Cut Policy shall be submitted for approval. **MONITORING:** [*PDS, LDR*] shall review the acknowledgement letter to determine compliance with the condition.

72. PLN#1–FAA NOTIFICATION

INTENT: The permittee must file notice with the FAA at least 45 days prior to beginning construction or alteration in accordance with 14 CFR Part 77.9 for any structures for which such notice is required. **DESCRIPTION OF REQUIREMENT:**

The following condition shall be implemented and indicated on the building plans and made conditions of Building Permit issuance. The permittee must submit a 7460-1 form to the Federal Aviation Administration for any type of construction or alteration specified in 14 CFR 77.9 at least 45 days prior to construction or alteration. **DOCUMENTATION:** The permittee shall place this condition on the building plans and submit the plans to [PDS, BPPR] for review and approval. **TIMING:** Prior to issuance of any Building Permits, this condition shall be incorporated into the building plans. **MONITORING:** The [PDS, BPPR] shall verify that the specific note(s) has been placed on all sets of the building plans and made conditions of Building Permit issuance.

73. PLN#2–DESIGN FEATURES [M-AE-1, M-AE-2, M-AE-3, M-AE-4, M-AE-6]
INTENT: In order to comply with the approved project design indicated on the approved plot plan, the project shall be constructed as indicated on the approved building, construction plans, and the specifications detailed in this condition. **DESCRIPTION OF REQUIREMENT:** The following condition shall be implemented and indicated on the building plans and made conditions of Building Permit issuance:

1. Inverter enclosures shall be a non-reflective color. If the enclosures are not manufactured as non-reflective, the enclosures shall be painted a non-reflective color.

2. Energy storage containers shall be a non-reflective color. If the containers are not manufactured as non-reflective, the containers shall be painted a non-reflective color.

3. All new transmission line conductors shall be non-reflective in design to reduce conductor visibility and visual contrast.

4. A minimum set-back of 300 feet from residential property lines to solar panels shall be provided along the western Project boundary. This setback shall be provided where the western Project boundary parallels residential property lines in Jacumba Hot Springs. Setbacks shall be provided pursuant to Section 4800, Setback Regulations, of the County's Zoning Ordinance and shown on Project Plot Plans.

5. As identified on the Project Plot Plans, visual screening shall be installed along specific segments of the Project perimeter fence in the following specified sections: along the north and south sides of Old Highway 80 for the entire length of the solar facility; east side of Carrizo Gorge Road; and along the southwestern portion of the solar facilities adjacent to the community of Jacumba Hot Springs. Tan-colored slats shall be installed on fencing adjacent to residential properties north of Old Highway 80 and Jacumba Community Park, as determined feasible based on flood flow heights. Where slats are not feasible in areas of higher flood flows, screening material shall be installed. Screening material (such as vinyl or other acceptable material) shall be

installed on the perimeter fence along both sides of Old Highway 80. The screening material shall be tan-colored, or other neutral color compatible with natural background setting. PDS shall approve the screening material and color. Screening material shall be installed securely to accommodate wind conditions. Slats and screening material shall be maintained accordingly over the operational life of the Project. Slats and screening material shall be replaced as needed to ensure a unified and orderly appearance and to provide continued visual screening of Project components.

In areas where flood depths are less than approximately one foot in height and the Project is subject to M-HYD-1 (flood fencing), slats or screening shall not be required on the bottom two feet of the Project fence (one foot of flood depths and one foot of freeboard); provided that the Project applicant submits evidence to PDS that establishes the bottom two feet of the fence is entirely screened from public views by the landscaping required by mitigation measure M-AE-5 and any required flood fencing complies with the M-HYD-1 and PDF-HYD-4. If PDS determines that the landscaping is not sufficient to screen this portion of the Project fence from public views, the Project applicant shall propose additional landscaping sufficient to meet this standard. PDS shall review and approve the additional landscaping in accordance with the requirements of M-AE-5.

DOCUMENTATION: The permittee shall place ensure that the plot plans conform to these specifications and submit the plans to [PDS, BPPR] for review and approval. **TIMING:** Prior to issuance of any Building Permits, this condition shall be incorporated into the building plans. **MONITORING:** The [PDS, BPPR] shall verify that the specific note(s) has been placed on all sets of the building plans and made conditions of Building Permit issuance.

74. GEO#1– GEOTECHNICAL STUDY [M-GEO-1]

INTENT: In order to ensure that the soils report and final grading plans shall conform to all applicable laws, regulations, and requirements. **DESCRIPTION OF REQUIREMENT:** The Project applicant shall retain a California Certified Engineering Geologist or Civil Engineer specializing in geotechnical engineering to perform a detailed site-specific subsurface report or preliminary geotechnical investigation, consistent with the California Building Code. The California Building Code (which incorporates the International Building Code) is contained in the California Code of Regulations, Title 24, Part 2, which is a portion of the California Building Standards Code, and includes design and construction requirements related to life safety and structural safety. The geotechnical study shall include subsurface investigation, laboratory testing, and additional deep explorations using borings and/or cone penetrometer tests in the vicinity of the substation and Switchyard Facilities sufficient, as determined by the California Certified Engineering Geologist or Civil Engineer specializing in geotechnical engineering in accordance with applicable regulations, to further define the alluvium profile and qualitatively address the potential for soil liquefaction and lateral spreading. The

subsurface geotechnical study shall also include recommendations for the proposed construction and grading such as remedial grading, ground improvement techniques, special foundation design, and other recommendations to ensure that construction of the Proposed Project does not pose risk to human life in a seismic event as the result of substantial liquefaction, subsidence, or seismic- related ground failure due to lateral spread. In addition, the Proposed Project shall implement any necessary measures required to comply with existing building codes and regulations. **DOCUMENTATION:** A California Certified Engineering Geologist shall submit a detailed site-specific subsurface report or preliminary geotechnical investigation, consistent with the California Building Code. The findings shall be reviewed and approved by the Director of the County Department of Planning & Development Services or designee. **TIMING:** Prior to the issuance of any building permit, the detailed site-specific subsurface report or preliminary geotechnical investigation shall conform to all applicable laws, regulations, and requirements. **MONITORING:** [PDS] shall review the geotechnical findings for compliance with this condition.

75. PLN#3– PHOTOVOLTAIC (PV) PANEL TRACKING [PDF-HAZ-1]

INTENT: In order to redirect any potential glare up and out of the view of pilots, the project shall modify operational features of the solar panels. **DESCRIPTION OF REQUIREMENT:** The PV panels for the Project shall incorporate the following operational features: (1) all PV panels south of Old Highway 80 will utilize a minimum 20 degree east facing wake angle; and (2) all PV panels north of Old Highway 80 and south of the SDG&E Transmission Corridor shall have afternoon backtracking disabled. Instead, the PV panels will stay at their maximum 52 degree west facing rotational limit until after the sun has set. **DOCUMENTATION:** The permittee shall place this condition on the building plans and submit the plans to [PDS, BPPR] for review and approval. **TIMING:** Prior to issuance of any Building Permits, this condition shall be incorporated into the building plans. **MONITORING:** The [PDS, BPPR] shall verify that the specific note(s) has been placed on all sets of the building plans and made conditions of Building Permit issuance.

76. FIRE#3 – UPDATED FIRE PROTECTION PLAN

INTENT: In the event that an alternative or revised project is approved by the Board of Supervisors, an updated Fire Protection Plan must be provided to reflect the project changes. **DESCRIPTION OF REQUIREMENT**: An updated Fire Protection Plan with updated graphics and project description must be provided to the San Diego County Fire Protection District (SDCFPD) if an alternative or revised project is approved by the Board of Supervisors to reflect those changes. **DOCUMENTATION:** The applicant shall provide an updated Fire Protection Plan and submit the plan to SDCFPD. **TIMING:** Prior to approval of any plan, issuance of any permit, and prior to use of the premises in reliance of this permit, the updated fire protection plan shall be submitted and approved. **MONITORING:** The SDCFPD shall review the agreement for compliance with this condition.

77. FIRE#4 – FIRE PROTECTION AND MITIGATION AGREEMENT [M-WF-3]

INTENT: As a condition to providing service and pursuant to the Safety Element of the General Plan, the applicant shall enter into a Fire Protection and Mitigation Agreement with the San Diego County Fire Protection District (SDCFPD) prior to approval of a Major Use Permit to make a fair share contribution toward local emergency response capabilities. **DESCRIPTION:** A Fire Protection and Mitigation Agreement, through which a fair-share contribution toward local emergency response capabilities will be executed. The funding shall be used by the SDCFPD to mitigate risks of wildfires and to enhance fire suppression and emergency services capabilities for the Proposed Project and the southeast portion of CSA 135. **DOCUMENTATION:** The applicant shall provide a copy of the Fire Protection and Mitigation Agreement executed by the applicant. **TIMING:** Prior to approval of any plan, issuance of any permit, and prior to use of the premises in reliance of this permit, the fire and emergency services agreement shall be executed by the applicant and the SDCFPD. **MONITORING:** The SDCFPD shall review the agreement for compliance with this condition.

78. FIRE#5 – DECOMMISSIONING PLAN [M-WF-2]

INTENT: In order to ensure the removal of the Solar Energy System and to comply with Zoning Ordinance Section 6952.b.3.iv, a decommissioning plan shall be executed. **DESCRIPTION:** A decommissioning plan shall be provided to the satisfaction of the Director of Planning and Development Services that ensures removal of the solar energy system and is consistent with the requirements of decommissioning described in the mitigation measures outlined in the Fire Protection Plan and the FEIR. The plan shall also have a secured agreement in the form and amount determined by the Director to ensure removal of the Solar Energy System and conversion of the site back into a use that is compatible with the surrounding properties. **DOCUMENTATION:** The applicant shall provide the plan, financial mechanism, and agreement to the San Diego County Fire Protection District (SDCFPD) and PDS for review and approval. **TIMING:** Prior to the end of one year from the date of the issuance of any building permit and/or occupancy (whichever comes first), this condition shall be completed. **MONITORING:** The [PDS, SDCFPD] shall review the plan for compliance, agreement, and form of security for compliance with this condition. Upon approval of the form of security, the [PDS, SDCFPD] will provide the securities to the PDS Developer Deposit Section safekeeping.

79. NOISE#2 - STATIONERY EQUIPMENT NOISE COMPLIANCE [M-NOI-1]

INTENT: In order to ensure noise from the project complies with the Final EIR, M-NOI-1 shall be implemented**. DESCRIPTION OF REQUIREMENT:** The Proposed Project would comply with the County's Noise Ordinance §36.404 based upon the current proposed layout of the Proposed Project and the anticipated major noise producing operating stationary equipment (Equipment) deployed for the Proposed Project. The Equipment modeled in the Acoustical Analysis Report (AAR) prepared for the EIR was selected as representative technology at the time this AAR was prepared. The Project applicant may propose to use different Equipment than what was used to perform the noise modeling in the AAR or propose a change in the

Equipment layout. If different Equipment is selected and/or the layout of Equipment is changed subsequent to Project approval, the applicant will be required to submit a revised AAR, and a revised site plan if needed, as follows:

a. The Project applicant shall retain a County Approved CEQA Noise Consultant to prepare a new predictive operations noise analysis in accordance with the County's Noise Report Format and Content requirements.
b. Any proposed Equipment selections, equipment duty cycles, Project layout alterations, and/or the addition, modification, reduction of the preceding equipment noise limits and measures may be approved, if they are demonstrated to comply with applicable outdoor hourly Leq noise limits per Section 36.404(a) of the County's Noise Ordinance at the property line.
c. The above identified measures shall take place prior to approval of any building plans for the Proposed Project. Any alterations or modifications proposed and approved pursuant to this procedure shall be included in the proposed Project design plans.

DOCUMENTATION: The applicant shall provide building plans that match the approved plans and FEIR. If they do not match, the measures described in the Description of Requirement shall be complied with. **TIMING:** Prior to issuance of building permit, the equipment for the project shall be reviewed for approval. **MONITORING:** *The [PDS, ZC]* is responsible for enforcement of this permit.

80. HAZ#2–ASBESTOS SURVEY [PDS, FEE X 2]

INTENT: In order to avoid hazards associated with Asbestos Containing Materials (ACMs) and to mitigate below levels of significance as established by the County of San Diego Hazardous Materials and Existing Contamination Guidelines for Determining Significance, the structures identified on the approved Major Use Permit Plot Plan set for demolition shall be surveyed for the presence of ACMs because the structures were built prior to 1980. **DESCRIPTION OF REQUIREMENT:** A facility survey shall be performed to determine the presence or absence of ACMs in the structures identified for demolition or remodel on the approved plan set. Suspect materials that will be disturbed by the demolition activities shall be sampled and analyzed for asbestos content, or assumed to be asbestos containing. The survey shall be conducted by a person certified by Cal/OSHA pursuant to regulations implementing subdivision (b) of Section 9021.5 of the Labor Code, and shall have taken and passed an EPA-approved Building Inspector Course.

a. If ACMs are found present, they shall be handled and remediated in compliance with the San Diego County Air Pollution Control District Rule 361.145 – Standard for Demolition and Renovation.

DOCUMENTATION: The applicant shall submit to the [*DEH HAZ MAT, APCD*] a signed, stamped statement from the person certified to complete the facility survey indicating that the survey has been completed and that either regulated asbestos is present or absent. If regulated asbestos is present, the letter shall describe the procedures taken to remediate the hazard and certify that they have been

remediated pursuant to code sections referenced above. **TIMING:** Prior building permit, the applicant shall comply with this condition. **MONITORING:** The [*DEH HAZ MAT, APCD*] shall review the report and any additional evidence for compliance with this condition. The [*PDS, PCC*] shall review the completed and stamped report and any additional evidence for compliance with this condition.

81. HAZ#3–LEAD SURVEY [PDS, FEE X 2]

INTENT: In order to avoid hazards associated with lead based paint (LBP) and lead containing materials (LCM) to mitigate below levels of significance as established in the County of San Diego Hazardous Materials and Existing Contamination Guidelines for Determining Significance, the structure(s) identified on the approved plot plan designated for demolition shall be surveyed for the presence of LBP/LCM because the structures may have been built prior to 1980. **DESCRIPTION OF REQUIREMENT:** A facility survey shall be performed to determine the presence or absence of LBP/LCM in the structures identified for demolition on the approved plot plan set. The survey shall be completed by a California Department of Health Services (DHS) certified lead inspector/risk assessor to determine the presence or absence of LBP and LCM located in the structure. The following conditions only apply if LBP and LCM are present:

a. All LBP and LCM shall be managed in accordance with applicable regulations including, at a minimum, the hazardous waste disposal requirements (Title 22 California Code of Regulations [CCR] Division 4.5), the worker health and safety requirements (Title 8 California Code of Regulations Section 1532.1), and the State Lead Accreditation, Certification, and Work Practice Requirements (Title 17 CCR Division 1, Chapter 8).

b. All LBP and LCM scheduled for demolition or disturbed during remodeling must comply with applicable regulations for demolition methods and dust suppression.

DOCUMENTATION: The applicant shall submit a letter or report prepared by a California DHS certified lead inspector/risk assessor to the [*DEH HAZ MAT, APCD*], which certifies that there was no LBP/LCM present, or all lead containing materials have been remediated pursuant to applicable regulations. **TIMING:** Prior building permit, the applicant shall comply with this condition. **MONITORING:** The [*DEH HAZ MAT, APCD*] shall review the report and any additional evidence for compliance with this condition. The [*PDS, PCC*] shall review the completed and stamped report and any additional evidence for compliance with this condition.

82. BIO#7–AVIAN POWER LINE INTERACTION COMMITTEE STANDARDS [PDF-BIO-1]

INTENT: In order to protect raptors and other birds from electrocution, the permittee shall implement recommendations by the Avian Power Line Interaction Committee (APLIC), PDF-BIO-1 shall be implemented. **DESCRIPTION OF REQUIREMENT:** The Proposed Project shall incorporate Avian Power Line Interaction Committee (APLIC) standards with respect to line spacing for energized and grounded parts of the 138 kV transmission structures. The proposed insulators for the transmission structures will include an insulated polymer section that is at least 69 inches long, and the separation for transmission conductors operating at 138 kV will have 76 inches horizontal and 56 inches vertical minimum spacing. **DOCUMENTATION:** The permittee shall submit final construction plans demonstrating compliance with this measure to the County for review and approval. **TIMING:** The final construction plans shall be provided to the County for review and approval prior to the issuance of any Building Permits. **MONITORING:** The County will review the Building and/or Right of Way Construction Plans before the start of construction to verify that adequate protection has been provided on all transmission lines or towers.

DURING CONTRUCTION: *(The following actions shall occur throughout the duration of the building construction).*

83. ROADS#10 – CONSTRUCTION NOTIFICATION PLAN [PDF-TR-2]

INTENT: In order to keep the public informed during construction, a construction notification plan shall be prepared and implemented. **DESCRIPTION OF REQUIREMENT:** At least forty-five (45) days prior to construction, the project applicant would prepare and submit a construction notification plan to the County for approval. The construction notification plan would identify the procedures that would be used to inform property owners of the location and duration of construction, identify approvals that would be needed prior to posting or publication of construction notices, and include text of proposed public notices and advertisements. The construction notification plan would address at a minimum two of the following components:

a. <u>Public Notice Mailer</u>
A public notice mailer would be prepared and mailed no fewer than 15 days prior to construction. The notice would identify construction activities that would restrict, block, remove parking, or require a detour to access existing residential properties. The notice would state the type of construction activities that would be conducted and the location and duration of construction, including all helicopter activities. The project applicant or construction contractor would mail the notice to all residents or property owners within 1,000 feet of project components. If construction delays of more than 7 days occur, an additional notice would be prepared and distributed.

b. <u>Public liaison person and toll-free information hotline</u>

The project applicant would identify and provide a public liaison person before and during construction to respond to concerns of neighboring property owners about noise, dust, and other construction disturbance. Procedures for reaching the public liaison officer via telephone or in person would be included in notices distributed to the public. The project applicants would also establish a toll-free telephone number for receiving questions or complaints during construction and shall develop procedures for responding to callers. Procedures for handling and responding to calls would be addressed in the construction notification plan.

DOCUMENTATION: The applicant shall comply with the requirements of the approved construction notification plan. **TIMING:** The following actions shall occur throughout the duration of grading and construction. **MONITORING:** The County [DPW, PDCI] and [PDS, BI] shall ensure that the contractors comply with the requirements of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the applicant fails to comply with this condition.

84. ROADS#11 – PROPERTY OWNER NOTIFICATION AND ACCESS [PDF-TR-3)

INTENT: In order to inform property owners of the location and duration of construction, the applicant or construction contractor will comply with PDF-TR-3. **DESCRIPTION:** To facilitate access to properties that might be obstructed by construction activities, the project applicant or construction contractor would notify property owners and tenants at least 24 hours in advance of construction activities and would provide alternative access if required. **DOCUMENTATION:** The applicant shall comply with the requirements of the property owner notification and provide adequate access for residents. **TIMING:** The following actions shall occur throughout the duration of grading and construction. **MONITORING:** The County [DPW, PDCI] and [PDS, BI] shall ensure that the contractors comply with the requirements of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the applicant fails to comply with this condition.

85. ROADS#12 - TRAFFIC DEMAND MANAGEMENT PROGRAM [PDF-TR-4]

Intent: In order to comply with PDF-TR-4 to reduce construction worker trips, the project shall implement a voluntary Transportation Demand Management Program. **Description:** The Project applicant shall implement a voluntary construction period Transportation Demand Management program to encourage construction workers to carpool or use alternative transportation modes. The program shall include the following:

g. Encouragement of carpooling among workers to reduce worker commuter trips entering and exiting the Project Area

h. A transportation package would be provided to workers, prior to commencing work on the Project Area, with information about ow to access the Project by alternative transportation and the benefits of doing so; and,

i. The applicant shall evaluate the feasibility of a vanpool or shuttle service to facilitate worker commute trips if feasible.

DOCUMENTATION: The applicant shall implement the Traffic Demand Management Program pursuant to this condition. **TIMING:** The following actions shall occur throughout the duration of building construction activities. **MONITORING:** The *[DPW, PDCI]* shall ensure that the grading contractor is preparing and maintaining the daily logs on-site. The *[DPW, PDCI]* shall contact the *[DPW, CO]* if the grading contractor or applicant fails to comply with this condition.

86. BIO#8 – NOISE REDUCTION – DURING CONSTRUCTION [M-BI-11]

INTENT: In order to comply with Mitigation Monitoring and Reporting Program pursuant to Major Use Permit, PDS2018-MUP-18-022, M-BI-11 shall be implemented. **DESCRIPTION OF REQUIREMENT:** Construction-related activities that are excessively noisy (e.g., clearing, grading, or grubbing) adjacent to breeding/nesting areas shall incorporate noise-reduction measures (described below) or be curtailed during the breeding/nesting season of sensitive bird species.

1. Trucks and other engine-powered equipment shall be equipped with noise reduction features, such as mufflers and engine shrouds, which are no less effective than those originally installed by the manufacturer.
2. Trucks and other engine-powered equipment shall be operated in accordance with posted speed limits and limited engine idling requirements.
3. Usage of truck engine exhaust compression braking systems shall be limited to emergencies.
4. Back-up beepers for all construction equipment and vehicles shall be adjusted to the lowest noise levels possible, provided that Occupational Safety and Health Administration (OSHA) and Cal OSHA's safety requirements are not violated. These settings shall be retained for the duration of construction activities.
5. Vehicle horns shall be used only when absolutely necessary, as specified in the contractor's specifications.
6. Radios and other noise-generating "personal equipment" shall be prohibited

If construction-related activities that are excessively noisy (e.g., clearing, grading, grubbing, or blasting) occur during the period of January 15 through August 31, a County of San Diego-approved biologist shall conduct preconstruction surveys in suitable nesting habitat adjacent to the construction area to determine the location of any active nests in the area (see **M-BI-5**).

DOCUMENTATION: The permittee shall comply with M-BI-11. **TIMING:** The following actions shall occur throughout the duration of the building construction.

MONITORING: The *[DPW, PDCI]* shall make sure that the Project Biologist is on-site performing the monitoring duties of this condition. The *[DPW, PDCI]* shall contact the *[PDS, PPD]* if the Project Biologist or applicant fails to comply with this condition.

OCCUPANCY: *(Prior to any occupancy, final grading release, or use of the premises in reliance of this permit).*

87. GEN#3 - INSPECTION FEE

INTENT: In order to comply with Zoning Ordinance Section 7362.e the inspection fee shall be paid. **DESCRIPTION OF REQIREMENT:** Pay the inspection fee at the *[PDS, ZC]* to cover the cost of inspection(s) of the property to monitor ongoing conditions associated with this permit. In addition, submit a letter indicating who should be contacted to schedule the inspection. **DOCUMENTATION:** The permittee shall provide a receipt showing that the inspection fee has been paid along with updated contact information [*PDS, PPD*]. **TIMING:** Prior to any occupancy, final grading release, or use of the premises in reliance of this permit. **MONITORING:** The *[PDS, ZC]* shall process an invoice and collect the fee. PDS will schedule an inspection within one year from the date that occupancy or use of the site was established.

88. PLN#4 - SITE PLAN IMPLEMENTATION

INTENT: In order to comply with the approved project design indicated on the approved plot plan, the project shall be constructed as indicated on the approved building and construction plans. **DESCRIPTION OF REQUIREMENT:** The site shall conform to the approved Major Use Permit (PDS2018-MUP-18-022) plot plan and the building plans. This includes, but is not limited to: all parking areas, driveways, installing all required design features, painting all structures with the approved colors, trash enclosures are properly screened, required and approved signage is installed and located properly, and all temporary construction facilities have been removed from the site. **DOCUMENTATION:** The permittee shall ensure that the site conforms to the approved plot plan and building plans. **TIMING:** Prior to any occupancy, final grading release, or use of the premises in reliance of this permit, the site shall conform to the approved plans. **MONITORING:** The *[PDS, BI]* and *[DPR TC, PP]* shall inspect the site for compliance with the approved building plans.

89. PLN#5– PHOTOVOLTAIC (PV) PANEL TRACKING [PDF-HAZ-1]

INTENT: In order to redirect any potential glare up and out of the view of pilots, the project shall modify operational features of the solar panels. **DESCRIPTION OF REQUIREMENT:** The PV panels for the Project shall incorporate the following operational features: (1) all PV panels south of Old Highway 80 will utilize a minimum 20 degree east facing wake angle; and (2) all PV panels north of Old Highway 80 and south of the SDG&E Transmission Corridor shall have afternoon backtracking disabled. Instead, the PV panels will stay at their maximum 52 degree west facing rotational limit until after the sun has set. **DOCUMENTATION:** The

permittee shall provide documentation to the satisfaction of PDS that this condition is operational. **TIMING:** Prior to occupancy, this condition shall be implemented. **MONITORING:** The County of San Diego shall review the documentation as stated in the specifications above and ensure its implementation.

90. LNDSCP#2–CERTIFICATION OF INSTALLATION [M-AE-5]

INTENT: In order to provide adequate Landscaping that addresses screening, and to comply with the COSD Water Efficient Landscape Design Manual, the COSD Water Conservation in Landscaping Ordinance, and the COSD Grading ordinance, all landscaping shall be installed. **DESCRIPTION OF REQUIREMENT:** All of the landscaping shall be installed pursuant to the approved Landscape Documentation Package. This does not supersede any erosion control plantings that may be applied pursuant to Section 87.417 and 87.418 of the County Grading Ordinance. These areas may be overlapping, but any requirements of a grading plan shall be complied with separately. The installation of the landscaping can be phased pursuant to construction of specific buildings or phases to the satisfaction of the *[PDS, LA, PCC] [DPR, TC, PP]*. **DOCUMENTATION:** The applicant shall submit to the *[PDS LA, PCC],* a Landscape Certificate of Completion from the project California licensed Landscape Architect, Architect, or Civil Engineer, that all landscaping has been installed as shown on the approved Landscape Documentation Package. The applicant shall prepare the Landscape Certificate of Completion using the Landscape Certificate of Completion Checklist, PDS Form #406. The Certificate of Completion shall also include a current signed and dated letter from the Project Biologist certifying that they have periodically monitored all planting adjacent to all areas identified in Mitigation Measure M-BI-9, and that no invasive species were planted. **TIMING:** Prior to any occupancy, final grading release, or use of the premises in reliance of this permit, the landscaping shall be installed. **MONITORING:** The *[PDS, LA*] shall verify the landscape installation upon notification of occupancy or use of the property, and notify the *[PDS, PCC] [DPR, TC, PP]* of compliance with the approved Landscape Documentation Package.

91. LNDSCP#3 – VEGETATIVE COVER ONSITE DURING OPERATION [PDF-HYD-3]

INTENT: In order to comply with the PDF-HYD-3, the project shall provide vegetative cover. **DESCRIPTION OF REQUIREMENT:** In order to provide dust control and minimize erosion during Project operation, at least 70% vegetation cover shall be maintained during Project operation on the portions of the solar facility development footprint within the perimeter fencing not overlain by vehicle access driveways and internal access, inverter/transformer platforms, battery storage containers, the substation, and the Switchyard Facilities. These areas shall be reseeded with a native hydroseed mix that shall be approved by the County Landscape Architect prior to reseeding. A biologist shall also review the native hydroseed mix prior to reseeding for compatibility with native habitats in the Project area. The Project owner shall ensure that at least 70% of the hydroseeded area is covered with vegetation within one year of occupancy. If this coverage threshold

is not met, additional native hydroseed applications must be conducted in order to meet the 70% threshold. **DOCUMENTATION:** The Project owner shall submit a written report with photographic evidence of the vegetative cover to the County Landscape Architect one year after occupancy. This report shall also include documentation of the date of hydroseeding and the type of native hydroseed mix. **TIMING:** Prior to any occupancy, final grading release, or use of the premises in reliance of this permit, the site shall conform to the approved plans. **MONITORING:** The *[PDS, BI]* and *[PPD, CLA]* shall inspect the site for compliance with the approved building plans.

92. FIRE#6 – FIRE PROTECTION AND MITIGATION AGREEMENT INITIAL PAYMENT [M-WF-3]

INTENT: In order to comply with project mitigation measure M-WF-3, as a condition of providing service and pursuant to the Safety Element of the General Plan, the applicant shall pay the first payment as agreed upon in the Fire Protection and Mitigation Agreement. **DESCRIPTION:** As stated in the Fire Protection and Mitigation Agreement, the applicant shall pay the "Initial Compensation," as that term is defined in the Fire Protection and Mitigation Agreement. **DOCUMENTATION:** The applicant shall provide a copy of Fire Protection and Mitigation Agreement executed by the applicant and submit the first payment pursuant to the terms of the Agreement. **TIMING:** Within 30 calendar days of the issuance of any building permit for the Project.. **MONITORING:** The SDCFPD shall review the payment for compliance with this condition.

93. FIRE#7 – DECOMMISSIONING PLAN [M-WF-2]

INTENT: In order to ensure the removal of the Solar Energy System and to comply with Zoning Ordinance Section 6952.b.3.iv, a decommissioning plan shall be executed. **DESCRIPTION:** A decommissioning plan shall be provided to the satisfaction of the Director of Planning and Development Services that ensures removal of the solar energy system and is consistent with the requirements of decommissioning described in mitigation measure outlined in the Fire Protection Plan and the FEIR. The plan shall also have a secured agreement in the form and amount determined by the Director to ensure removal of the Solar Energy System and conversion of the site back into a use that is compatible with the surrounding properties. **DOCUMENTATION:** The applicant shall provide the plan, financial mechanism, and agreement to the San Diego County Fire Protection District (SDCFPD) and PDS for review and approval. **TIMING:** Prior to the end of one year from the date of the issuance of any building permit and/or occupancy (whichever comes first), this condition shall be completed. **MONITORING:** The [PDS, SDCFPD] shall review the plan for compliance, agreement, and form of security for compliance with this condition. Upon approval of the form of security, the [PDS, SDCFPD] will provide the securities to the PDS Developer Deposit Section safekeeping.

94. FIRE#8 –FIRE PROTECTION PLAN [M-WF-1]

INTENT: In order to comply with the County of San Diego Fire Code Sections 96.1.4703 and 96.1.4707, the site shall comply with the approved Fire Protection Plan (FPP). The Project's Fire Protection Plan (FPP) provides customized measures that address the identified potential fire hazards on the site. The measures are independently established but will work together to result in reduced fire threat and heightened fire protection. **DESCRIPTION OF REQUIREMENT**: The following measures identified in Section 7 of the FPP will be implemented for the life of the project:

- Fuel Modification throughout the solar facility site from boundaries inward, including beneath PV modules, around the collector substation and adjacent switchyard, with restrictions on plant species, heights, densities, and locations (Required measure).
- Provide a technical report indicating special precautions for firefighting response (included as Appendix G of the FPP) (Code-exceeding measure).
- Minimum 20-foot interior on-site inverter fore access driveways and a minimum improved 24-foot wide perimeter on-site driveways would be constructed (Required measure).
- Participation in a County Fire Protection and Mitigation Agreement, for funding firefighting and emergency medical resources of which the details will be determined in the Project Fire Protection and Mitigation Agreement (Required measure).
- Project funded annual fuel modification inspections to ensure compliance with this FPP (Code-exceeding requirement).
- Illuminated (and/or reflective) signage at main entrance with inverter and contact information for a 24-hour remote operations center for the Project (Required measure).
- Training program for local fire agencies on the deenergizing process that is controlled by the California Independent System Operator (CAISO), as described in Section 5.2.3 of the FPP. (Required measure).
- Training program for local fire agencies including preparation of a technical training video with County input and customized for this facility that can be easily viewed by new firefighters who rotate through the local fire stations (Code-exceeding measure).
- Preparation of a construction fire prevention plan (CFPP) for this project to be implemented by all contractors working on this project (CFPP included as Appendix A of the FPP) (Code-exceeding measure).
- Portable carbon dioxide (CO2) fire extinguishers mounted at the inverters and medium voltage transformer units.
- Six (6) 10,000-gallon water tanks dedicated for firefighting purposes; one tank will be provided at each driveway entrance to the solar panel areas as defined by geographic isolation from other sections and one tank will be provided near the substation (Required measure).
- System contact information with local fire agencies/stations to assist responding firefighters during an emergency (Required measure).

- Committed on-going maintenance of all facility components for the life of the project (Required measure).
- Maintenance logs to be kept and made available upon request to SDCFPD /CAL FIRE (Required measure).
- Consistent placarding and labeling of all components for fire safety/response (Required measure).

Defensible Space and Fuel Modification

The Project would provide defensible space by setting back all PV modules a minimum 30-feet from the solar facility's perimeter fence and modifying the fuels on-site by removing and grading them to a height of 6 inches, or, in the case of perimeter areas, drivable surfaces and vegetation free areas. The perimeter Fuel Modification Zone (FMZ) buffer will include at least 30 feet of modified fuels and will include the 30-foot wide perimeter fire access road, and cleared, contiguous modified fuel areas from the perimeter fence to the outermost panel racks. This area seamlessly meets the modified fuel areas that occur throughout the site where fuels are maintained at a 6-inch height. Defensible space around all electrical equipment would be provided by an FMZ buffer of 100 feet surrounding the project collector substation pad area and 100 feet surrounding the adjacent switchyard.

The entire solar facility site would include modified fuels with fire access roadways and service roads compartmentalizing the low-growing (less than 6-inch) maintained areas beneath all PV modules, surrounding the collector substation pad area, and surrounding the adjacent switchyard.

Fuel modification requirements are detailed in the Project FPP.

DOCUMENTATION: The applicant shall provide documentation (inspection report or photographs) that demonstrates compliance with the FPP and get approval from the San Diego County Fire Protection District (SDCFPD). **TIMING:** Prior to occupancy of the first structure built in association with this permit, the FPP requirements shall be implemented. **MONITORING:** The [*SDCFPD*] shall verify that the mitigation measures have been initially implemented pursuant to the approved building plans and the fire protection plan.

95. CULT#3 - CULTURAL RESOURCES MONITORING REPORT [M-CR-2, M-TCR-2]

INTENT: In order to ensure that the Archaeological Monitoring occurred during the earth-disturbing activities, a final report shall be prepared. **DESCRIPTION OF REQUIREMENT:** A final Archaeological Monitoring and Data Recovery Report that documents the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program shall be prepared. The report shall include the following items:

a. DPR Primary and Archaeological Site forms.

b. Daily Monitoring Logs

c. Evidence that all cultural materials collected during the survey, testing, and archaeological monitoring program have been conveyed as follows:

(1) All prehistoric cultural materials shall be curated at a San Diego County or Imperial County curation facility or a culturally affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records, including title, shall be transferred to the curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence shall be in the form of a letter from the curation facility stating that the prehistoric archaeological materials have been received and that all fees have been paid.

or

Evidence that all prehistoric materials collected during the archaeological monitoring program have been returned to a Native American group of appropriate tribal affinity. Evidence shall be in the form of a letter from the Native American tribe to whom the cultural resources have been repatriated identifying that the archaeological materials have been received.

(2) Historic materials shall be curated at a San Diego County or Imperial County curation facility as described above and shall not be curated at a Tribal curation facility or repatriated. The collections and associated records, including title, shall be transferred to the curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence shall be in the form of a letter from the curation facility stating that the historic materials have been received and that all fees have been paid.

d. If no cultural resources are discovered, a Negative Monitoring Report must be submitted stating that the grading monitoring activities have been completed. Grading Monitoring Logs must be submitted with the negative monitoring report.

DOCUMENTATION: The applicant's archaeologist shall prepare the final report and submit it to the *[PDS, PPD]* for approval. Once approved, a final copy of the report shall be submitted to the South Coastal Information Center (SCIC) and any culturally-affiliated Tribe who requests a copy. **TIMING:** Prior to any occupancy, final grading release, or use of the premises in reliance of this permit, the final report shall be prepared. **MONITORING:** The *[PDS, PPD]* shall review the final report for compliance this condition and the report format guidelines. Upon

acceptance of the report, *[PDS, PPD]* shall inform *[PDS, LDR]* and *[DPW, PDCI]*, that the requirement is complete and the bond amount can be relinquished. If the monitoring was bonded separately, then *[PDS, PPD]* shall inform *[PDS or DPW FISCAL]* to release the bond back to the applicant.

96. PALEO#2 - PALEO RESOURCES REPORT [M-PR-1]

INTENT: In order to ensure that the Grading Monitoring occurred during the grading, trenching or other excavation phase of the project, a final report shall be prepared. **DESCRIPTION OF REQUIREMENT:** A final Paleontological Resources Mitigation Report that documents the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program shall be prepared. The report shall include the following:

a. If no paleontological resources were discovered, submit a Negative letter report, which states that the monitoring has been completed and that no paleontological resources were discovered.

b. If resources were discovered and recovered during grading, a detailed report shall be prepared by the Project Paleontologist. The report shall comply with the County of San Diego's Guidelines for Determining Significance for Paleontological Resources. The report shall identify which accredited institution has agreed to accept the curated fossils and include proof of the Transfer of Paleontological Resources, in the form of a letter, from the director of the paleontology department of the accredited institution to the Director of PDS verifying that the curated fossils from the project site have been received by the institution.

DOCUMENTATION: The Project Paleontologist shall prepare the final report and submit it to the *[PDS, PPD]* for approval. If resources were discovered then the following shall be completed:

a. Transfer the cataloged fossil remains and copies of relevant field notes, maps, stratigraphic sections, and photographs to an accredited institution (museum or university) in California that maintains paleontological collections for archival storage and/or display; and

b. The applicant shall submit two hard copies of the final Paleontological Resources Mitigation Report to the *[PDS, PPD]* for final approval of the mitigation, and submit an electronic copy of the complete report in Microsoft Word on an USB disk. In addition, submit one copy of the report to the San Diego Natural History Museum and one copy to the institution that received the fossils.

TIMING: Prior to any occupancy, final grading release, or use of the premises in reliance of this permit, the final report shall be prepared. **MONITORING:** The *[PDS, PPD]* shall review the final report for compliance with this condition and the report format guidelines. Upon acceptance of the report, *[PDS, PPD]* shall inform

[PDS, LDR] and *[DPW, PDCI]*, that the requirement is complete and the bond amount can be relinquished. If the monitoring was bonded separately, then *[PDS, PPD]* shall inform *[PDS, FISCAL]* to release the bond back to the applicant.

97. HAZ#4-HAZARDOUS MATERIALS BUSINESS PLAN (HMBP)

INTENT: To protect human health and the environment, a Hazardous Materials Business Plan (HMBP) serves the purpose of providing emergency response personnel and the public information about potential hazardous chemicals being stored at a business, while also ensuring that the business has a plan for emergencies and that their staff has proper training. **DESCRIPTION OF REQUIREMENT**: A HMBP consists of: Facility Information (contacts), Hazardous Materials Inventory & Site Map, and Emergency Response and Training Plan. The HMBP must be submitted online in the California Environmental Reporting System, and reviewed and approved by the Hazardous Materials Division (HMD) of the Department of Environmental Health (DEH) and a Unified Program Facility Permit (UPFP) will be issued to comply with California Health & Safety Code Ch 6.95, California Code of Regulations Title 19, and the San Diego County Code. **DOCUMENTATION**: The applicant shall begin by filling out a hazardous materials questionnaire in the local online portal. Once reviewed, HMD will provide the applicant with a stamped form that will let them know if the HMBP is required, or if they're exempt from that requirement. The stamped questionnaire serves as evidence from the county of San Diego, Department of Environmental Health, Hazardous Materials Division (DEH, HMD) to state that the appropriate DEH, State and/or Federal permits are being pursued or that a Unified Program Facility Permit is not required. **TIMING**: Prior to any occupancy, final grading release, or use of the premises in reliance of this permit, the HMBP shall be prepared, submitted in CERS, and implemented. **MONITORING**: [DEH, HMD] shall verify and approve the HMBP for compliance with this condition and the business will need to annually certify this plan as well as comply with any other requirements that are part of the Unified Program. **CONTACT**: Email HazmatPlanCheck@sdcounty.ca.gov for more information or to inquire about the plan check process.

98. ROADS#13–SIGHT DISTANCE

INTENT: In order to provide an unobstructed view for safety while exiting the property and accessing a public road from the site, and to comply with the Design Standards of Section 6.1.(E), Table 5 of the County of San Diego Public Road Standards, an unobstructed sight distance shall be verified. **DESCRIPTION OF REQUIREMENT:**

a. A registered civil engineer or a licensed land surveyor shall provide a certified signed statement that: "There is _____feet of unobstructed intersectional sight distance in both directions along ***Old Highway 80*** from the proposed north and south driveways in accordance with the methodology described in Section 6.1.(E), Table 5 of the March 2012 County of San Diego Public Road Standards. These sight distances exceed the required intersectional Sight Distance

requirements of _____ as described in Table 5 based on a speed of_____, which I have verified to be the higher of the prevailing speed or the minimum design speed of the road classification. I have exercised responsible charge for the certification as defined in Section 6703 of the Professional Engineers Act of the California Business and Professions Code."

b. A registered civil engineer or a licensed land surveyor shall provide a certified signed statement that: "There is _____feet of unobstructed intersectional sight distance in both directions along ***Carrizo Gorge Road*** from the four proposed driveways in accordance with the methodology described in Section 6.1.(E), Table 5 of the March 2012 County of San Diego Public Road Standards. These sight distances exceed the required intersectional Sight Distance requirements of _____ as described in Table 5 based on a speed of_____, which I have verified to be the higher of the prevailing speed or the minimum design speed of the road classification. I have exercised responsible charge for the certification as defined in Section 6703 of the Professional Engineers Act of the California Business and Professions Code."

c. If the lines of sight fall within the existing public road right-of-way, the engineer or surveyor shall further certify: "Said lines of sight fall within the existing right-of-way and a clear space easement is not required."

DOCUMENTATION: The applicant shall complete the certifications and submit them to the [*PDS, LDR*] for review. **TIMING:** Prior to occupancy of the first structure built in association with this permit, and prior to final grading release, or use of the premises in reliance of this permit, and annually after that until the project is completely built, the sight distance shall be verified. **MONITORING:** The [*PDS, LDR*] shall verify the sight distance certifications for compliance with this condition.

99. ROADS#14–ANNEX TO LIGHTING DISTRICT

INTENT: In order to promote orderly development and to comply with the Street Lighting Requirements of the County of San Diego Board Policy I-18 and The County of San Diego Public Road Standards, the property shall transfer into the Lighting District. **DESCRIPTION OF REQUIREMENT:** Allow the transfer of the property subject of this permit into Zone A of the San Diego County Street Lighting District without notice or hearing and pay the cost to process such transfer. **DOCUMENTATION:** The applicant shall pay the Zone A Lighting District Annexation Fee at the [*PDS, LDR*]. The applicant shall provide the receipt to [*PDS, PCC*]. **TIMING:** Prior to occupancy of the first structure built in association with this permit or use in the premises in reliance of this permit, the fee shall be paid. **MONITORING:** The [*PDS, LDR*] shall calculate the fee pursuant to this condition and provide a receipt of payment for the applicant.

100. ROADS#15–INSTALL STREETLIGHTS

INTENT: In order to promote orderly development and to comply with the Street Lighting Requirements of the County of San Diego Board Policy I-18, streetlights shall be installed and energized. **DESCRIPTION OF REQUIREMENT:** Install or arrange to install streetlights to County standards and the satisfaction of the Director of PDS, and deposit with PDS, a cash deposit sufficient to energize and operate the streetlights until the property has been transferred into Zone A. The streetlights shall be installed at the proposed project access driveways, to the satisfaction of the Director of DPW. **DOCUMENTATION:** The applicant shall pay the Zone A Lighting District Annexation Fee at the [*PDS, LDR*], and arrange for the installation and energizing of the streetlights. **TIMING:** Prior to occupancy of the first structure built in association with this permit, final grading release, or use in the premises in reliance of this permit, the streetlights shall be installed, and all fees paid. **MONITORING:** The [*PDS, LDR*] shall calculate the fee pursuant to this condition and provide a receipt of payment for the applicant. The [*PDS, LDR*] shall ensure that the streetlights have been installed and all fees have been paid.

101. BIO#9–BIOLOGICAL MONITORING REPORT [M-BI-1] [PDS, FEE]

INTENT: In order to ensure that the biological monitoring occurred during the grading phase of the Project, a final biological monitoring report shall be prepared pursuant to the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Biological Resources, **DESCRIPTION OF REQUIREMENT:** The Project Biologist shall prepare the final biological monitoring report. The report shall substantiate the supervision of the grading activities and confirm that grading or construction activities did not impact any additional areas or any other sensitive biological resources. The report shall conform to the County *Report Format Guidelines for Biological Resources*, and include the following items:

a. Photos of the fencing or temporary flagging that was installed during the trenching, grading, or clearing activities.

b. Monitoring logs showing the date and time that the monitor was on site.

c. Photos of the site after the grading and clearing activities.

DOCUMENTATION: The permittee shall submit the final biological monitoring report to the [*PDS, PPD*] for review and approval. **TIMING:** Upon completion of all grading and clearing activities, and prior to Rough Grading final Inspection (Grading Ordinance SEC 87.421.a.2), the final report shall be completed. **MONITORING:** The [*PDS, PPD*] shall review the final report for compliance with this condition and the report format guidelines. Upon approval of the report, PDS shall inform DPW that the requirement is complete and the bond amount can be relinquished. If the monitoring was bonded separately, then PDS shall inform the applicant to release the bond back to the Applicant.

102. BIO#10– WILDLIFE CORRIDOR ACCESS [M-BI-3 (d)]

INTENT: In order to allow for the movement of wildlife within the project, the project must comply with M-BI-3 (d). **DESCRIPTION OF REQUIREMENT:** The project shall provide a 50 to 100 foot opening in the perimeter fence north of the SDG&E easement to allow for wildlife moving within the easement corridor or north of the easement to move in and out of the easement. The opening in the fence will allow wildlife traveling along the fence line to find a break in the fencing leading them into the larger wildlife corridor. This opening in the fence shall be provided and maintained for the life of the project. **DOCUMENTATION:** The fencing on the construction plans shall show an opening in the perimeter fencing as described above. **TIMING:** The applicant shall install the project fencing or walls as indicated above and provide site photos and a statement from a California Registered Engineer, or licensed surveyor that the fencing has been installed to provide the required opening. **MONITORING:** The County of San Diego shall review the documentation as stated in the specifications above and ensure its implementation.

103. BIO#11– OPERATIONS AND MAINTENANCE SIGNAGE [M-BI-10]

INTENT: In order to ensure appropriate signage is onsite, the project must comply with M-BI-10. **DESCRIPTION OF REQUIREMENT:** Signage in English and Spanish shall be posted at all entrances to the facility stating that operations and maintenance personnel shall be prohibited from the following:

- Harming, harassing, or feeding wildlife and/or collecting special-status plant or wildlife species
- Smoking
- Traveling (either on foot or in a vehicle) outside of the solar facility undisturbed portions of the Project site
- No pets
- No Littering
- No persons not conducing operations and maintenance activities shall remain at the facility after daylight hours or exceed normal nighttime operational noise or lighting

DOCUMENTATION: The applicant shall install the project signage as indicated above and provide site photos. **TIMING:** Prior to occupancy, this condition shall be completed. **MONITORING:** The County of San Diego shall review the

documentation as stated in the specifications above and ensure its implementation.

104. DEH#1–WELL DESTRUCTION

INTENT: In order to ensure that the water well located on the property is removed, and to comply with the County Regulatory Code Section 67.431, all unused and non-operational wells shall be properly destroyed. **DESCRIPTION OF REQUIREMENT:** All unused wells shall be properly destroyed by a California C-57 licensed well driller. A Well Destruction Permit shall be obtained from the *[DEH, LWQ]* and all applicable inspection fees shall be paid. **DOCUMENTATION:** The applicant shall provide copies of the Well Destruction Logs to *[DEH, LWQ]* upon completion of the well destruction. **TIMING:** Prior to occupancy or use of the premises in reliance of this permit, the applicant shall destroy any wells that are unused or non-operational. **MONITORING:** Upon submittal of the well destruction logs, *[DEH, LWQ]* shall perform a field inspection to verify that the well has been properly destroyed.

ONGOING: *(Upon establishment of use the following conditions shall apply during the term of this permit).*

105. PLN#6 - SITE CONFORMANCE

INTENT: In order to comply with Zoning Ordinance Section 7703, the site shall substantially comply with the approved plot plans and all deviations thereof, specific conditions and approved building plans. **DESCRIPTION OF REQUIREMENT:** The project shall conform to the approved building plan(s), and plot plan(s). This includes but is not limited to maintaining the following: all parking areas, driveways, design features, and all lighting, fencing and required signage. Failure to conform to the approved plot plan(s); is an unlawful use of the land and will result in enforcement action pursuant to Zoning Ordinance Section 7703. **DOCUMENTATION:** The property owner and permittee shall conform to the approved plot plan. If the permittee or property owner chooses to change the site design in any way, they must obtain approval from the County for a Minor Deviation or a Modification pursuant to the County of San Diego Zoning Ordinance. **TIMING:** Upon establishment of the use, this condition shall apply for the duration of the term of this permit. **MONITORING:** The *[PDS, Code Enforcement Division]* is responsible for enforcement of this permit.

106. PLN#7– PHOTOVOLTAIC (PV) PANEL TRACKING [PDF-HAZ-1]

INTENT: In order to redirect any potential glare up and out of the view of pilots, the project shall modify operational features of the solar panels. **DESCRIPTION OF REQUIREMENT:** The PV panels for the Project shall incorporate the following operational features: (1) all PV panels south of Old Highway 80 will utilize a minimum 20 degree east facing wake angle; and (2) all PV panels north of Old Highway 80 and south of the SDG&E Transmission Corridor shall have afternoon backtracking disabled. Instead, the PV panels will stay at their maximum 52 degree west facing rotational limit until after the sun has set. **DOCUMENTATION:** The

permittee shall conform to these project specifications. **TIMING:** Upon establishment of the use, this condition shall apply for the duration of the term of this permit. **MONITORING:** The *[PDS, Code Enforcement Division]* is responsible for enforcement of this permit.

107. LNDSCP#3–LANDSCAPING MAINTENANCE [M-AE-5]

INTENT: In order to provide visual screening of the solar facility, landscaping shall be maintained per M-AE-5. **DESCRIPTION OF REQUIREMENT:** The rows of landscaping will be approximately 15 feet wide and will include drought tolerant trees (approximately 18 feet tall 10 years after planting) with native and/or drought tolerant shrubs and ground covers incorporated in between the fence line and the existing road and utility easements. All of the landscaping approved by the Landscape Documentation Package shall be maintained to provide visual screening of the solar facility in accordance with M-AE-5 to ensure continued screening of proposed solar panels by the Applicant and/or Project operator over the operational life of the Project. **DOCUMENTATION:** The permittee shall conform to these project specifications. **TIMING:** Upon establishment of the use, this condition shall apply for the duration of the term of this permit. **MONITORING:** The *[PDS, Code Enforcement Division]* is responsible for enforcement of this permit.

108. FIRE#9- ON-GOING FIRE PROTECTION [M-WF-1]

INTENT: In order to comply with the County of San Diego Fire Code Sections 96.1.4703 and 96.1.4707, the site shall comply with the approved Fire Protection Plan (FPP). **DESCRIPTION OF REQUIREMENT:** : All mitigation measures and design features will be required to be complied with as outlined in the FPP. **DOCUMENTATION:** The applicant shall comply with the requirements of the FPP and this condition for the life of this permit. **TIMING:** Upon establishment of the use, the conditions of the FPP shall be complied with for the term of this permit. **MONITORING:** The San Diego County Fire Protection District (SDCFPD) shall verify that the mitigation measures have been implemented pursuant to the approved building plans and the FPP. The SDCFPD is responsible for enforcement of this permit. The project applicant shall be responsible for long-term implementation of fire clearing requirements.

109. GW#2 - GROUNDWATER MMRP (PDF-HY-2)

INTENT: In order to protect groundwater resources, Groundwater Monitoring and Mitigation Plan (GMMP) documents shall be implemented.

DESCRIPTION OF REQUIREMENT: The applicant shall implement the following County approved GMMP documents:

2. GMMP – JVR Energy Park Project, Jacumba Hot Springs, San Diego County, California, dated July 2020.

The GMMP established baseline conditions and ongoing monitoring. Implementation for ongoing groundwater use following construction shall include the following:

a. Ongoing Production Limitations: Groundwater production shall be metered and monitored at Well #2 and Well #3 and limited to a sum total maximum of 11 acre-feet per year.

b. Ongoing Groundwater Level Thresholds: During groundwater extraction for ongoing use, a groundwater level threshold of 5 feet below baseline conditions shall be enforced in Well Km, the Highland Center Well, the Park Well, and the Border Patrol Well. If Well Km is not accessible, then the Central Irrigation Well shall be used for monitoring in lieu of Well Km. The well interference threshold for Central Irrigation Well will be 4.80 feet below baseline groundwater level measurements to not exceed the maximum drawdown of 5 feet below the baseline groundwater level at Well Km. If a groundwater level threshold is exceeded, pumping at Well #2 and Well #3 will cease until the groundwater level at the well that experienced the threshold exceedance has stayed below the threshold and remained there for at least 30 continuous days. Additionally, written permission from County of San Diego PDS must be obtained before production for the Proposed Project may be resumed.

c. Groundwater Dependent Habitat Monitoring: If static groundwater levels drop lower than 63.7 feet below ground surface in the Central Irrigation Well or 72.9 feet below ground surface in Well #2, then monitoring of the groundwater-dependent habitat will commence in accordance with the JVR Energy Park GMMP.

d. If the groundwater levels exceed 3 feet below historical low groundwater levels (63.7 feet bgs in the Central Irrigation Well and 72.9 feet bgs in Well #2) and the arborist or forester finds evidence of deteriorating riparian habitat health, mitigation will consist of offsite wetland/oak woodland credits at a 3:1 ratio.

f. Flow rate and volume measurements from Well #2 and Well #3 will be recorded daily using an instantaneous flow meter.

g. Pressure transducers shall be maintained at the Daley Well, Central Irrigation Well, Well Km, the Highland Center Well, the Park Well, and the Project production wells (Well #2 and Well #3). Each well shall be programmed to record the water level at least once per day. Transducer data will be downloaded at least quarterly.

h. The applicant shall comply with the requirements of the GMMP and this condition. Minor alterations to the GMMP may be approved by the Director of PDS, provided alterations achieve the goals and objectives of the GMMP, and

are supported by the record. Water level thresholds and groundwater production limits may not be altered.

i. Pay all associated GMMP Fees annually, until all GMMP requirements have been completed.

DOCUMENTATION: Groundwater production data and water level data shall be reported to *[PDS, Groundwater Geologist]* on an annual basis for five years after project construction has commenced. If the production or water level thresholds are exceeded pursuant to Description of Requirement above and/or the approved JVR Energy Park GMMP, *[PDS Groundwater Geologist]* will be notified via letter and electronic mail within one working day of the exceedance. **TIMING:** Upon establishment of the use, the GMMP shall be complied with until all GMMP requirements have been completed. After five years, the County of San Diego PDS shall determine if continued monitoring and annual reporting is required based on the effects of groundwater extraction from the previous five years. **MONITORING:** The [*PDS, Groundwater Geologist*] shall review all GMMP reports to ensure that the project complies with on-going groundwater production conditions and water level thresholds. The *[PDS, Code Enforcement Division]* is responsible for enforcement of this permit.

110. NOISE#3 - STATIONERY EQUIPMENT NOISE COMPLIANCE [M-NOI-1]
INTENT: In order to ensure noise from the project complies with the Final EIR, M-NOI-1 shall be implemented**. DESCRIPTION OF REQUIREMENT:** The Proposed Project would comply with the County's Noise Ordinance §36.404 based upon the current proposed layout of the Proposed Project and the anticipated major noise producing operating stationary equipment (Equipment) deployed for the Proposed Project. The Equipment modeled in the Acoustical Analysis Report (AAR) prepared for the EIR was selected as representative technology at the time this AAR was prepared. The Project applicant may propose to use different Equipment than what was used to perform the noise modeling in the AAR or propose a change in the Equipment layout. If different Equipment is selected and/or the layout of Equipment is changed subsequent to Project approval, the applicant will be required to submit a revised AAR, and a revised site plan if needed, as follows:

a. The Project applicant shall retain a County Approved CEQA Noise Consultant to prepare a new predictive operations noise analysis in accordance with the County's Noise Report Format and Content requirements.
b. Any proposed Equipment selections, equipment duty cycles, Project layout alterations, and/or the addition, modification, reduction of the preceding equipment noise limits and measures may be approved, if they are demonstrated to comply with applicable outdoor hourly Leq noise limits per Section 36.404(a) of the County's Noise Ordinance at the property line.
c. The above identified measures shall take place prior to approval of any building plans for the Proposed Project. Any alterations or modifications proposed and approved pursuant to this procedure shall be included in the proposed Project design plans.

DOCUMENTATION: The applicant shall assume responsibility pursuant to this condition. **TIMING:** Upon establishment of use, the following conditions shall apply during the term of this permit. **MONITORING:** *The [PDS, Code Enforcement Division]* is responsible for enforcement of this permit.

111. NOISE#4 - PV PANEL WASHING PROTOCOL [M-NOI-2]

INTENT: In order to ensure noise from mobile operating equipment associated with regular cleansing of Project PV panel surfaces complies with daytime County noise standards, M-NOI-2 shall be implemented. **DESCRIPTION OF REQUIREMENT:** To ensure noise from mobile operating equipment associated with regular cleansing of Project PV panel surfaces complies with daytime County noise standards, the following shall be implemented:

a. As part of the Project operations and maintenance program, the Applicant shall prepare a PV Panel Washing Plan (PVPWP) that addresses the usage of self- propelled or towed washing systems during the expected quarterly (or other frequency as reasonably anticipated annually) PV panel washing. The PVPWP shall demonstrate compliance with the County Noise Ordinance for avoiding potential impacts caused by operating PV panel washing equipment and vehicle noise sufficiently proximate to the property line of the property on which the noise is produced or at any location that is receiving the noise. The PVPWP shall be submitted to County Planning & Development Services (PDS) a minimum of 30 days prior to the first PV panel washing. The County shall review the PVPWP to ensure compliance with the County Noise Ordinance prior to any panel washing. A subsequent plan shall be submitted to County PDS if there are any anticipated changes to the panel washing in the future. The subsequent Plan shall be submitted to the County 30 days prior to any new PV panel washing procedures occur. Components of the PVPWP shall include the following:
    - Affected property owners shall be notified in writing two weeks prior to the use of PV panel washing activity with 500 feet of their property boundaries.
    - Noise emission from a pick-up truck (or ATV) and its towed IPC Eagle wash station (or equipment that emits comparable noise) must not exceed 74 dBA Leq at 9 feet over a full hour; and, its operation must be restricted to daytime operation at the specified distance between it and a position along the property line that adjoins S80, RR or similar County-classified Noise Zone 1 property:
        within 50 feet – not permitted;
        50 to 75 feet – up to five minutes within any hour;
        75 to 100 feet – up to fifteen minutes within any hour;
        100 to 125 feet – up to forty-five minutes within any hour; and,
        beyond 125 feet – no restriction.
    - Noise emission from a pick-up truck (or ATV) and its towed IPC Eagle wash station (or equipment that emits comparable noise) must not exceed 74 dBA Leq at 9 feet over a full hour; and, its operation must be

restricted to daytime operation at the specified distance between it and a position along the property line that adjoins C44 or similar County-classified Noise Zone 3 property:

within 25 feet – not permitted;
25 to 40 feet – up to five minutes within any hour;
40 to 60 feet – up to fifteen minutes within any hour;
60 to 75 feet – up to thirty minutes within any hour; and,
beyond 75 feet – no restriction.

- Visual guides (flags, reflectors, or other markers) shall clearly delineate distances or zones of operation allowed for either of the afore-mentioned PV panel washing systems (self-propelled or towed).

b. Operators of the PV panel washing equipment shall be informed of the PVPWP as part of customary on-site Project training and awareness of County noise standard compliance to avoid potential noise impacts to the Jacumba Hot Springs community.

DOCUMENTATION: The PVPWP shall be submitted to County Planning & Development Services (PDS) a minimum of 30 days prior to the first PV panel washing. The County shall review and approve the PVPWP to ensure compliance with the County Noise Ordinance prior to any panel washing. A subsequent plan shall be submitted to County PDS if there are any anticipated changes to the panel washing in the future. The subsequent Plan shall be submitted to the County 30 days prior to any new PV panel washing procedures occur. **TIMING:** Prior to approval of any PV Panel washing or revised panel washing, the plan must be approved. **MONITORING:** The [PDS, Code Enforcement Division] is responsible for enforcement of this permit.

112. NOISE#5 - PV PANEL WASHING RESTRICTION [PDF-NOI-1]

INTENT: In order to ensure noise from mobile operating equipment associated with regular cleansing of Project PV panel surfaces complies with daytime County noise standards, PDF-NOI-1 shall be implemented. **DESCRIPTION OF REQUIREMENT:** The Applicant commits to restricting usage of a self-propelled PV panel washing apparatus, having an estimated hourly Leq noise level of 83 dBA at 16 feet, within 450 feet of a County-classified Noise Zone 1 property or within 250 feet of a County-classified Noise Zone 3 property. Within these distances, and respecting additional temporal and distance conditions per relevant portions of the Photo-Voltaic Panel Washing Plan (PVPWP) prepared and implemented per M-NOI-2, the Applicant commits to using PV panel washing methodology, such as a pick-up truck towed and enclosed IPC Eagle wash station, or other means, that exhibits hourly Leq no greater than 74 dBA at 9 feet.

DOCUMENTATION: The PVPWP shall be submitted to County Planning & Development Services (PDS) a minimum of 30 days prior to the first PV panel washing. The County shall review and approve the PVPWP to ensure compliance with the County Noise Ordinance prior to any panel washing. A subsequent plan shall be submitted to County PDS if there are any anticipated changes to the panel

washing in the future. The subsequent Plan shall be submitted to the County 30 days prior to any new PV panel washing procedures occur. **TIMING:** Prior to approval of any PV Panel washing or revised panel washing, the plan must be approved. **MONITORING:** The [PDS, Code Enforcement Division] is responsible for enforcement of this permit.

113. LNDSCP#4 – VEGETATIVE COVER ONSITE DURING OPERATION (ONE YEAR AND BI-ANNUALLY) [PDF-HYD-3]

INTENT: In order to comply with the PDF-HYD-3, the project shall provide evidence within twelve months after occupancy, and bi-annually thereafter. **DESCRIPTION OF REQUIREMENT:** In order to provide dust control and minimize erosion during Project operation, at least 70% vegetation cover shall be maintained during Project operation on the portions of the solar facility development footprint within the perimeter fencing not overlain by vehicle access driveways and internal access, inverter/transformer platforms, battery storage containers, the substation, and the Switchyard Facilities. These areas shall be reseeded with a native hydroseed mix that shall be approved by the County Landscape Architect prior to reseeding. A biologist shall also review the native hydroseed mix prior to reseeding for compatibility with native habitats in the Project area. The Project owner shall ensure that at least 70% of the hydroseeded area is covered with vegetation within one year of occupancy. If this coverage threshold is not met, additional native hydroseed applications must be conducted in order to meet the 70% threshold. The Project owner shall submit a written report with photographic evidence of the vegetative cover to the County Landscape Architect one year after occupancy. This report shall also include documentation of the date of hydroseeding and the type of native hydroseed mix.

BI-ANNUAL REPORT FOR LIFE OF PROJECT

A report with photographic evidence shall be submitted to the County Landscape Architect **bi-annually (every other year)** from the date of occupancy during Project operation.

DOCUMENTATION: The Project owner shall submit a written report with photographic evidence of the vegetative cover to the County Landscape Architect one year after occupancy. This report shall also include documentation of the date of hydroseeding and the type of native hydroseed mix. Subsequently a report with photographic evidence shall be submitted to the County Landscape Architect bi-annually (every other year) during Project operation. **TIMING:** Twelve Months after occupancy, photographic evidence must be submitted to the satisfaction of the County Landscape Architect. A report with photographic evidence shall be submitted to the County Landscape Architect bi-annually (every other year) during Project operation **MONITORING:** The *[PDS, BI]* and *[PPD, CLA]* shall inspect the site for compliance with the approved building plans.

114. ROADS#16–SIGHT DISTANCE

INTENT: In order to provide an unobstructed view for safety while exiting the property and accessing a public road from the site, and to comply with the Design Standards of Section 6.1.(E), Table 5 of the County of San Diego Public Road Standards, unobstructed sight distances shall be maintained for the life of this permit. **DESCRIPTION OF REQUIREMENT:** There shall be a minimum unobstructed sight distance in both directions along ***Old Highway 80*** and ***Carrizo Gorge Road*** from the proposed project driveways for the life of this permit. **DOCUMENTATION**: Minimum unobstructed sight distances shall be maintained. The sight distance of adjacent driveways and street openings shall not be adversely affected by this project at any time. **TIMING:** Upon establishment of the use, this condition shall apply for the duration of the term of this permit. **MONITORING:** The [*PDS, Code Compliance Division*] is responsible for enforcement of this permit.

115. BIO#12– WILDLIFE CORRIDOR ACCESS [M-BI-3 (d)]

INTENT: In order to allow for the movement of wildlife within the project, the project must comply with M-BI-3 (d). **DESCRIPTION OF REQUIREMENT:** The project shall provide a 50 to 100 foot opening in the perimeter fence north of the SDG&E easement to allow for wildlife moving within the easement corridor or north of the easement to move in and out of the easement. The opening in the fence will allow wildlife traveling along the fence line to find a break in the fencing leading them into the larger wildlife corridor. This opening in the fence shall be provided and maintained for the life of the project. **DOCUMENTATION:** This area shall remain open as a wildlife corridor. **TIMING:** Upon establishment of the use, this condition shall apply for the duration of the term of this permit. **MONITORING:** The [*PDS, Code Compliance Division*] is responsible for enforcement of this permit.

116. BIO#13–PREVENTION OF CHEMICAL POLLUTANTS [M-BI-8]

INTENT: In order to comply with Mitigation Measure M-BI-8, the following shall be complied with during the operations of the project. **DESCRIPTION OF REQUIREMENT:** Weed control treatments shall include all legally permitted chemical, manual, and mechanical methods applied with the authorization of the County of San Diego (County) agriculture commissioner. The application of herbicides shall be in compliance with all federal and state laws and regulations under the prescription of a licensed Pest Control Adviser with at least 2-years' experience and implemented by a licensed applicator. Where manual and/or mechanical methods are used, disposal of the plant debris shall follow the regulations set by the County agriculture commissioner. The timing of the weed control treatment shall be determined for each plant species in consultation with the Pest Control Adviser, the County agriculture commissioner, and the California Invasive Plant Council, with the goal of controlling populations before they start producing seeds.

During project operation, all areas that use chemicals that are potentially toxic or impactive to sensitive habitats or plants shall incorporate best management practices (e.g., avoid applications during or before rain events and avoid placing

materials close to sensitive habitats) on site to reduce impacts caused by the application and/or drainage of such materials within the development footprint. In addition, use of rodenticides and pesticides shall not be allowed. Weed treatment shall occur at least once per year throughout the life of the project.

DOCUMENTATION: The permittee shall assume responsibility pursuant to this condition. **TIMING:** Upon establishment of use, the condition shall apply during the term of this permit. **MONITORING:** The [PDS, Code Enforcement Division] is responsible for enforcement of this permit.

117. BIO#14–PREVENTION OF INVASIVE PLANT SPECIES [M-BI-9]

INTENT: In order to comply with Mitigation Measure M-BI-9, the following shall be complied with during the operations of the project. **DESCRIPTION OF REQUIREMENT:** A County of San Diego-approved plant list shall be used for areas immediately adjacent to open space. A hydroseed mix that incorporates native species, is appropriate to the area, and is free from invasive species shall be used for landscaped areas adjacent to the biological open space. **DOCUMENTATION:** The permittee shall assume responsibility pursuant to this condition. **TIMING:** Upon establishment of use, the condition shall apply during the term of this permit. **MONITORING:** The [PDS, Code Enforcement Division] is responsible for enforcement of this permit.

118. BIO#15– OPERATIONS AND MAINTENANCE SIGNAGE [M-BI-10]

INTENT: In order to ensure appropriate signage is onsite, the project must comply with M-BI-10. **DESCRIPTION OF REQUIREMENT:** Signage shall be posted at all entrances to the facility stating that operations and maintenance personnel shall be prohibited from the following:

- Harming, harassing, or feeding wildlife and/or collecting special-status plant or wildlife species
- Smoking
- Traveling (either on foot or in a vehicle) outside of the solar facility undisturbed portions of the Project site
- No pets
- No Littering
- No persons not conducing operations and maintenance activities shall remain at the facility after daylight hours or exceed normal nighttime operational noise or lighting

DOCUMENTATION: The permittee shall assume responsibility pursuant to this condition. **TIMING:** Upon establishment of use, the condition shall apply during the term of this permit. **MONITORING:** The [PDS, Code Enforcement Division] is responsible for enforcement of this permit.

DECOMMISSIONING: *(The following conditions shall be complied with prior to, during and at conclusion of decommissioning activities).*

119. AQ#7 - CONSTRUCTION EXHAUST EMISSIONS [M-AQ-1]

INTENT: In order to minimize diesel particulate matter emissions during construction, air quality reduction measures must be implemented during all construction phases. **DESCRIPTION OF REQUIREMENT:** The permittee shall comply with the following Air Quality measure:

a. Heavy-duty diesel-powered construction equipment shall be equipped with Tier 4 Final or better diesel engines for engines 75 horsepower or greater. The County shall verify and approve all pieces within the construction fleet that would not meet Tier 4 Final standards.

b. Vehicles in loading and unloading queues shall not idle for more than 5 minutes and shall turn their engines off when not in use to reduce vehicle emissions.

c. All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications.

d. When construction equipment units that are less than 50 horsepower is employed, that equipment shall be electrical or natural gas-powered, where available.

DOCUMENTATION: The permittee shall comply with the Air Quality requirements of this condition. The permittee shall show compliance with this measure by providing the non-confidential construction bid/estimate materials from the construction contractor that will be used. **TIMING:** Prior to the approval of any construction or grading related permits, the Proposed Project applicant or its designee shall place the following requirements on all plans, which shall be implemented during each construction phase. **MONITORING:** The [DPW, PDCI] shall make sure that the construction contractor complies with the Air Quality requirement of this condition. The [DPW, PDCI] shall contact the [PDS, PCC] if the permittee fails to comply with this condition.

120. AQ#8 - FUGITIVE DUST PLAN [M-AQ-2]

INTENT: In order to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, a Fugitive Dust Plan must be prepared. **DESCRIPTION OF REQUIREMENT:** The Project applicant or its designee shall require implementation of the following fugitive dust measures to minimize PM10 emissions as part of the Fugitive Dust Control Plan. All measures shall be designated on Grading and Improvement Plans:

a. Prior to construction activities, the Project applicant shall employ a construction relations officer who shall address community concerns regarding on-site construction activity. The Project applicant shall provide public notification in the form of a visible sign containing the contact information of the construction relations officer who shall document complaints and concerns regarding on-site construction activity. The sign

shall be placed in easily accessible locations and noted on Grading and Improvement Plans.

b. Grading areas shall be watered, or another SDAPCD-approved dust control non-toxic agent shall be used, at least three times daily, to minimize fugitive dust only where chemical stabilizers are not used.

c. All permanent roads and the paved access roadway improvements shall be constructed and paved as early as possible in the construction process to reduce construction vehicle travel on unpaved roads. Foundations shall be finalized as soon as possible following site preparation and grading activities to reduce fugitive dust from earth-moving operations.

d. Grading areas shall be stabilized as quickly as possible to minimize fugitive dust.

e. Wheel washers, grates, rock, or road washers shall be installed adjacent to the site access points for tire inspection and washing prior to vehicle entry on public roads.

f. Visible track-out into traveled public streets shall be removed with the use of sweepers, water trucks, or similar method within 30 minutes of occurrence.

g. Haul trucks shall be covered or at least 2 feet of freeboard shall be maintained to reduce blow-off during hauling.

h. A 15-mile-per-hour speed limit on unpaved surfaces shall be enforced.

i. Haul truck staging areas shall be provided for loading and unloading of soil and materials and shall be located away from sensitive receptors at the farthest feasible distance.

DOCUMENTATION: The permittee shall provide a copy of the Fugitive Dust Control Plan to the County of San Diego for review. To the extent required, the permittee shall obtain written authorization for construction from the local air district (APCD) of concurrence with the plan. **TIMING:** Prior to issuance of any decommissioning plan or decommissioning plan related permits, the Fugitive Dust Control Plan shall be provided to the County for review and approval. The plan shall be implemented throughout construction. **MONITORING:** The County of San Diego shall review the Fugitive Dust Control Plan for compliance with this condition and ensure that the plan is implemented throughout the construction period.

121. FIRE#10 – CONSTRUCTION FIRE PROTECTION PLAN [M-WF-2]
INTENT: In order to mitigate the risk of fire during decommissioning, a Project Decommissioning Fire Protection Plan shall be implemented. **DESCRIPTION OF**

REQUIREMENT: These measures will be enforced through the Site Safety Officer (SSO) and ongoing worker safety training:

- Fire rules shall be posted on the Project bulletin board at the contractor's field office and areas visible to employees. This shall include all contractors and subcontractors if more than one.
- All internal combustion engines used at the Project site shall be equipped with spark arrestors that are in good working order.
- Once initial two-track roads have been cut and initial fencing completed, light trucks and cars shall be used only on roads where the roadway is cleared of vegetation. Mufflers on all cars and light trucks shall be maintained in good working order.
- The Project will be equipped with at least two water trucks each of 4,000-gallon capacity. Each truck will be equipped with 50 feet of 0.25-inch fast response hose with fog nozzles. Any hose size greater than 1.5 inches shall use National Hose (NH) couplings.
- A cache of shovels, McLeods, and Pulaskis shall be available at staging sites. The amount of equipment will be determined by consultation between SSO and SDCFPD/CAL FIRE. Additionally, on-site pickup trucks will be equipped with first aid kits, fire extinguishers, and shovels. Contractor vehicles will be required to include the same basic equipment.
- Equipment parking areas and small stationary engine sites shall be cleared of all extraneous flammable materials and provided with a gravel surface.
- A fire watch (i.e., person responsible for monitoring for ignitions) shall be provided during hot work and shall occur for up to one hour following completion of the hot work activities.
- Smoking will not be permitted on the site.
- Each Project construction site, if construction occurs simultaneously at various locations on the site, shall be equipped with fire extinguishers and firefighting equipment sufficient to extinguish small fires.
- The on-site contractor or Project staff shall coordinate with SDCFPD/CAL FIRE to create a training component for emergency first responders to prepare for specialized emergency incidents that may occur at the Project site.
- All on-site employees shall participate in fire prevention and response training exercises with the SDCFPD/CAL FIRE.
- The Project shall implement ongoing fire patrols during the fire season as defined by local and state agencies. The SSO will be assigned as fire patrol to monitor work activities when an activity risk exists for fire compliance. The SSO shall verify proper tools and equipment are on site, assess any fire agency work restrictions, and serve as a lookout for fire starts, including staying behind (e.g., a fire watch) to make certain no residual fire exists. Fire watch may be performed by any site personnel. A SSO shall perform routine patrols of the Project site during the fire season equipped with a portable fire extinguisher and communications equipment. The Project staff shall notify SDCFPD/CAL FIRE of the name and contact information of the current SSO in the event of any change.

- Fires ignited on site shall be immediately reported via SDCFPD and CAL FIRE.
- The engineering, procurement, and construction contracts for the Project shall clearly state the fire safety requirements that are the responsibility of any person who enters the site, as described in this CFPP.

Daily Fire Prevention Measures

To limit the risk of fires, all site staff, employees, and contractors shall take the following precautions during Project construction:

- Fire safety shall be a component of daily tailgate meetings. Foremen will remind employees of fire safety, prevention, and emergency protocols on a daily basis.
- Smoking will not be permitted in the project site. Combustible materials shall be stored in areas away from native vegetation. Whenever combustibles are being stored in the open air, the SSO shall be informed of the situation.
- Evacuation routes shall be maintained and free of obstructions. Unavoidable evacuation route blockages shall be coordinated such that a secondary route is identified and available.
- Disposal of combustible waste in accordance with all applicable laws and regulations shall be required.
- Use and storage of flammable materials in areas away from ignition sources shall be required.
- Proper storage of chemicals such that incompatible (i.e., chemically reactive) substances would be separated appropriately shall be required.
- Performance of hot work (i.e., welding or working with an open flame or other ignition sources) in controlled areas under the supervision of a fire watch shall be required. Fire watch may be any site personnel who would watch for accidental ignitions. Hot work permits are required and shall be reviewed and granted by the SSO for all hot work.
    - Equipment shall be kept in good working order by inspecting electrical wiring and appliances regularly and maintaining motors and tools free of excessive dust and grease.
    - Ensuring that heating units are safeguarded shall be required.
    - Immediate reporting of fuel or petroleum leaks. The site mechanic shall ensure that leaks are repaired immediately upon notification.
    - Immediate repair and cleanup of flammable liquid leaks shall be required.
    - Construction work areas shall be kept free of combustible materials.
    - Extension cords shall not be relied on if wiring improvements are needed, and overloading of circuits with multiple pieces of equipment shall be prohibited.
    - Turning off and unplugging electrical equipment when not in use.

DOCUMENTATION: The applicant shall prepare the plan and submit the plan to [PDS, PCC] for review and approval by the County of San Diego County Fire Protection District (SDCFPD). **TIMING:** Prior to approval of any decommissioning

permit. **MONITORING:** The [PDS, PCC] and the SDCFPD shall review and approve the plan in compliance with this condition.

122. NOISE#5 – CONSTRUCTION NOISE MANAGEMENT PLAN [M-NOI-3]

INTENT: In order to comply with M-NOI-3, a construction noise management plan shall be prepared and implemented. **DESCRIPTION OF REQUIREMENT:** Prior to decommissioning, the Applicant shall prepare a construction noise management plan (CNMP) which establishes construction activity restrictions in order to reliably achieve compliance with the County's 8-hour 75 dBA Leq standard at the Project property lines adjoining existing occupied properties (defined by Section 36.402.m as "property on which there is a building for which a certificate of occupancy has been issued"). The CNMP shall demonstrate compliance with the County Noise Ordinance for avoiding potential impacts caused by operating construction equipment and vehicle noise sufficiently proximate to these property lines of occupied properties. The CNMP shall be submitted to County Planning & Development Services (PDS) thirty (30) days prior to any land disturbance. Components of the CNMP shall include the following:

a. Affected property owners shall be notified in writing two weeks prior to construction activity within 500 feet of their property boundaries.
b. In order to comply with the County Noise Ordinance (Section 36.409 – Construction Equipment), the acoustical usage factors (AUF) of heavy construction equipment used on the Project site shall be comparable to those listed on Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) User's Guide Table 1, reference Lmax values at 50 feet shall be the lower of either the "Spec. 721.560" or "Actual Measured" values from the same RCNM User's Guide Table 1, and duration of heavy equipment operating for construction shall comply with the following limitations by activity, for the specified distance between the indicated heavy equipment operations and a position along the property line of an occupied parcel:
    - Perimeter fence installation – up to two flatbed trucks and a front end loader:
        within 15 feet – not permitted;
        15 to 25 feet – no more than twenty minutes per 8-hour period;
        25 to 50 feet – no more than one hour per 8-hour period;
        50 to 75 feet – no more than 4 hours per 8-hour period; and,
        beyond 75 feet – no restriction.
    - Site preparation (clearing) – water truck and tractor (mowing attachment):
        within 20 feet – not permitted;
        20 to 25 feet – no more than twenty minutes per 8-hour period;
        25 to 50 feet – no more than thirty minutes per 8-hour period;
        50 to 75 feet – no more than 2 hours per 8-hour period;
        75 to 100 feet – no more than 4 hours per 8-hour period; and,
        beyond 100 feet – no restriction.

- Site preparation (earth-moving) – bulldozer, water truck, and scraper:
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than one hour per 8-hour period;
  75 to 100 feet – no more than three hours per 8-hour period;
  100 to 125 feet – no more than six hours per 8-hour period; and,
  beyond 125 feet – no restriction.
- Site preparation (grading) – flatbed truck, grader, water truck, and sheepsfoot roller:
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than one hour per 8-hour period;
  75 to 100 feet – no more than three hours per 8-hour period;
  100 to 125 feet – no more than six hours per 8-hour period; and,
  beyond 125 feet – no restriction.
- Underground work (trenching) – excavator, sheepsfoot roller, water truck, 5kW generator, and gradall (4x4 forklift):
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than 1.5 hours per 8-hour period;
  75 to 100 feet – no more than 3 hours per 8-hour period; and,
  beyond 100 feet – no restriction.
- Underground work (back-filling) – Aussie padder, sheepsfoot roller, water truck, 5kW generator, and gradall (4x4 forklift):
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than 1.5 hours per 8-hour period;
  75 to 100 feet – no more than 3 hours per 8-hour period; and,
  beyond 100 feet – no restriction.
- System installation – gradall (4x4 forklift), crane, ATV, vibratory pile driver (RGT Model RG21T or comparable), pick-up truck, and 5kW generator:
  within 25 feet – not permitted;
  25 to 50 feet – no more than twenty minutes per 8-hour period;
  50 to 75 feet – no more than 1.5 hours per 8-hour period;
  75 to 100 feet – no more than 4 hours per 8-hour period; and,
  beyond 100 feet – no restriction.

All construction equipment operations shall incorporate all recommended noise reducing measures such as, but not limited to, limiting construction equipment operations, installation of temporary noise barriers, and implementation of the recommendations within the CNMP to demonstrate compliance with the County Code Noise Ordinance, Sections 36.408 and 36.409.

Concurrent construction activities may occur so long as next closest construction activity to the same studied property line position is at least four times its “no restriction” distance away. By way of example, if earth-

moving was occurring near a fixed point on the potentially affected property line, the next-closest set of earth-moving equipment performing like work, or perhaps an overlapping and comparable scheduled activity (e.g., grading), would be permitted if no closer than 500 feet (= 4 x 125') from the same receptor point.

c. If distance buffers or duration limits cannot be maintained, then the Project Applicant or its contractor will implement on-site temporary sound abatement measures, such as a field-erected noise barrier (e.g., sound blankets) of sufficient height and horizontal extent, or the placement of storage containers and other similarly solid sound-occluding structures, to ensure construction activity noise at the Project property line complies with County standards.

d. The CNMP will also include direction for the Project applicant or its contractor(s) to implement the following:
   - Trucks and other engine-powered equipment shall be equipped with noise reduction features, such as mufflers and engine shrouds, which are no less effective than those originally installed by the manufacturer;
   - Trucks and other engine-powered equipment shall be operated in accordance with posted speed limits and limited engine idling requirements;
   - Usage of truck engine exhaust compression braking systems shall be limited to emergencies;
   - Back-up beepers for all construction equipment and vehicles shall be adjusted to the lowest noise levels possible, provided that Occupational Safety and Health Administration (OSHA) and Cal OSHA's safety requirements are not violated;
   - Vehicle horns shall be used only when necessary, as specified in the contractor's specifications; and,
   - Radios and other noise-generating "personal equipment" shall be prohibited.

DOCUMENTATION: The applicant shall prepare the Construction Noise Management Plan and provide it the [PDS, PP] for review and approval. **TIMING:** Prior to decommissioning, the plan shall be prepared, submitted, and approved. **MONITORING:** The [PDS, PP] shall review the plan for compliance with this condition.

123. CULT#4– DECOMMISSIONING - CULTURAL RESOURCES [M-CR-4, M-TCR-3]

INTENT: In order to ensure the long-term preservation of cultural resources, no-ground-disturbing activities shall occur outside the Project ADI during decommissioning activities. **DESCRIPTION OF REQUIREMENT:** Prior to decommissioning activities, employees and contractors shall receive training and

instruction regarding the archaeological and cultural sensitivity of the Project Area to ensure no inadvertent impacts occur to the 10 potentially significant sites (or portions thereof) that are adjacent to the Proposed Project ADI. These include the eight sites that were fully or partially tested because they intersect the Proposed Project ADI and the three sites that were not evaluated because they are outside of the Proposed Project ADI but require protection because they are within 50 feet of the Proposed Project ADI. Temporary fencing shall be installed before the initiation of decommissioning activities to delineate the ADI as outlined below.

a. Prepare and implement a temporary fencing plan for the protection of archaeological site(s) CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, CA-SDI-19910, CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757 during decommissioning activities within fifty feet (50') of these archaeological site(s), as shown on the temporary fencing exhibit provided in the confidential appendix of the cultural study. The temporary fencing plan shall be prepared in consultation with a County approved archaeologist. The fenced area shall include a buffer sufficient to protect the archaeological site(s). The fence shall be installed under the supervision of the County approved archaeologist prior to commencement of decommissioning activities and may be removed only after decommissioning operations have been completed. The temporary fencing plan shall include the following requirements:

    1. In the event that decommissioning activities are to take place within 50 feet of archaeological site(s) CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, CA-SDI-19910, CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757, the temporary fencing plan shall be implemented under the supervision of a County approved archaeologist that consists of the following:

        - The project archaeologist shall identify the site boundaries.
        - The project archaeologist shall determine an adequate buffer for the protection of the site(s) in consultation with the County archaeologist.
        - Upon approval of buffers, install fencing under the supervision of the project archaeologist.
        - Submit to Planning & Development Services for approval, a signed and stamped statement from a California Registered Engineer, or licensed surveyor that temporary fences have been installed in all locations of the project where proposed decommissioning activities are within 50 feet of archaeological site(s), CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, CA-SDI-19910, CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757.
        - Fencing may be removed after the conclusion of decommissioning activities.

DOCUMENTATION: Submit to the Planning & Development Services for approval, a signed and stamped statement from a California Registered Engineer, or

licensed surveyor that temporary fences have been installed in all locations of the project where proposed decommissioning activities are within 50 feet of archaeological site(s), CA-SDI-4457/H, CA-SDI-6741, CA-SDI-7054, CA-SDI-7056/H, CA-SDI-8430, CA-SDI-11676, CA-SDI-11686, CA-SDI-19910, CA-SDI-11682, CA-SDI-20985, and CA-SDI-21757. **TIMING:** Prior to decommissioning activities, this condition shall be completed. **MONITORING:** The *[PDS, PPD]* shall review the signed and stamped statement for compliance this condition.

124. BIO#16–BIOLOGICAL MONITORING - DECOMMISSIONING [M-BI-1] [PDS, FEE X2]

INTENT: In order to prevent inadvertent disturbance to sensitive resource areas outside the approved area of impact, all decommissioning shall be monitored by a biologist. **DESCRIPTION OF REQUIREMENT:** The permittee shall hire a County-approved biologist to perform biological monitoring during all grading, clearing, grubbing, trenching, construction, and decommissioning activities. The following shall be completed:

1. The Project Biologist shall perform the monitoring duties before, during, and after construction pursuant to the most current version of the County *Biological Report Format and Requirement Guidelines*. The contract provided to the County shall include an agreement that this will be completed, and a memorandum of understanding between the biological consulting company and the County shall be executed. The contract shall include a cost estimate for the monitoring work and reporting. In addition to performing monitoring duties pursuant to the most current version of the County *Biological Report Format and Requirement Guidelines*, the Project Biologist shall also perform the following duties:
   a. Attend the pre-construction meeting with the contractor and other key construction personnel prior to clearing, grubbing, or grading to reduce conflict between the timing and location of construction activities with other mitigation requirements (e.g., seasonal surveys for nesting birds).
   b. Conduct meetings with the contractor and other key construction personnel describing the importance of restricting work to designated areas prior to clearing, grubbing, or grading and clarifying that the Project Biologist has the authority to halt work that could harm or harass a protected species.
   c. Review the construction area in the field with the contractor in accordance with the final grading plan prior to clearing, grubbing, or grading.
   d. Discuss procedures and provide Worker Environmental Awareness Program training for minimizing harm to or harassment of wildlife encountered during construction with the contractor and other key construction personnel prior to clearing, grubbing, or grading.

e. Conduct a field review of the staking to be set by the surveyor, designating the limits of all construction activity prior to clearing, grubbing, or grading.

f. Supervise and monitor vegetation clearing, grubbing, and grading to ensure against direct and indirect impacts on biological resources that are intended to be protected and preserved.

g. Flush special-status species (i.e., avian or other mobile species) from occupied habitat areas immediately prior to brush-clearing and earthmoving activities. If brush-clearing and earth-moving activities take place within the bird breeding season, flushing shall not occur in an area identified as having an active nest and thus resulting in a potential take of a species.

h. Verify that grading plans include a stormwater pollution prevention plan (SWPPP) (if required pursuant to provisions of the State Water Resources Control Board 2009-0009-DWQ Construction General Permit, or equivalent applying the standards set forth in the County of San Diego Stormwater Standards Manual) to address hydrology impacts; see M-BI-7.

i. Periodically monitor the construction site to see that dust is minimized according to the fugitive dust control plan and that temporarily impacted areas are revegetated as soon as possible.

j. Periodically monitor the construction site to verify that artificial security light fixtures are directed away from open space and are shielded.

k. Oversee the construction site so that cover and/or escape routes for wildlife from excavated areas are provided on a daily basis during vegetation clearing, grubbing and grading. All steep trenches, holes, and excavations during construction shall be covered at night with backfill, plywood, metal plates, or other means, and the edges covered with soils and plastic sheeting such that small wildlife cannot access them. Soil piles shall be covered at night to prevent wildlife from burrowing in. The edges of the sheeting shall be weighted down with sandbags. These areas may also be fenced to prevent wildlife from gaining access. Exposed trenches, holes, and excavations shall be inspected twice daily (i.e., each morning and prior to sealing the exposed area at the end of the day) by a qualified biologist to monitor for wildlife entrapment. Excavations shall provide an earthen ramp to allow for a wildlife escape route.

l. Except as stated otherwise herein, biological monitoring is daily during vegetation clearing, grubbing and grading. Once the PV field construction commences, the monitoring shall be weekly.

m. The cost of the monitoring shall be added to the grading bonds or bonded separately with the County Planning & Development Services (PDS).

DOCUMENTATION: The Applicant shall provide a copy of the biological monitoring contract, cost estimate, and MOU to the PDS. Additionally, the cost amount of the monitoring work shall be added to the decommissioning cost estimate. **TIMING:**

Prior to approval of any decommissioning plans and issuance of any grading or construction permits. **MONITORING:** The PDS shall review the contract, MOU, and cost estimate or separate bonds for compliance with this condition. The cost estimate should be forwarded to the Project manager, for inclusion in the grading bond cost estimate, and grading bonds. The DPW/PDS shall add the cost of the monitoring to the decommissioning costs.

125. BIO#17–BIOLOGICAL MONITORING REPORT DECOMMISSIONING [M-BI-1] [PDS, FEE]

INTENT: In order to ensure that the biological monitoring occurred during the grading phase of the Project, a final biological monitoring report shall be prepared., and the County of San Diego Guidelines for Determining Significance and Report Format and Content Requirements for Biological Resources, **DESCRIPTION OF REQUIREMENT:** The Project Biologist shall prepare the final biological monitoring report. The report shall substantiate the supervision of the grading activities and confirm that grading or construction activities did not impact any additional areas or any other sensitive biological resources. The report shall conform to the County *Report Format Guidelines for Biological Resources*, and include the following items:

d. Photos of the fencing or temporary flagging that was installed during the trenching, grading, or clearing activities.

e. Monitoring logs showing the date and time that the monitor was on site.

f. Photos of the site after the grading and clearing activities.

DOCUMENTATION: The permittee shall submit the final biological monitoring report to the [*PDS, PPD*] for review and approval. **TIMING:** Upon completion of all grading and clearing activities, and prior to Rough Grading final Inspection (Grading Ordinance SEC 87.421.a.2), the final report shall be completed. **MONITORING:** The [*PDS, PPD*] shall review the final report for compliance with the project MMRP, and inform [DPW, PDCI] that the requirement is completed.

126. BIO#18–TEMPORARY CONSTRUCTION FENCING [M-BI-2] [PDS, FEE]

INTENT: In order to ensure that sensitive vegetation communities outside of the limits of grading protected, M-BI-2 shall be implemented. **DESCRIPTION OF REQUIREMENT:** The project applicant or its designee shall install fencing wherever the limits of grading are adjacent to sensitive vegetation communities or other biological resources, as identified by the Project Biologist. Fencing shall remain in place during all construction activities. All temporary fencing shall be shown on plans.

DOCUMENTATION: The permittee shall show where the fencing will be placed on the plans and provide evidence to the Director of the San Diego County Department of Planning and Development Services (or his/her designee). **TIMING: TIMING:** Prior to decommissioning, and prior to any clearing, grubbing, trenching, grading, or any land disturbances this condition shall be completed. **MONITORING:** The [PDS, PPD] shall verify the installation of the temporary fencing and approve the training documentation, or review the certification, pictures and training documentation provided by the permittee.

127. BIO#19–NESTING BIRD SURVEY [M-BI-5 (d)] [PDS, FEE X3]

INTENT: In order to avoid impacts to migratory birds and raptors, which are a sensitive biological resource pursuant to the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (CFGC), M-BI-5 (a) shall be implemented. **DESCRIPTION OF REQUIREMENT:** This mitigation measure serves to avoid take of birds protected under the Migratory Bird Treaty Act and California Fish and Game Code during the nesting season (M- BI-5(a)), take avoidance for burrowing owls during the breeding and non- breeding season (M-BI-5(b)), and trampling or crushing special-status reptiles, San Diego desert woodrat, or American badger.

g. Nesting Bird Survey. To avoid any direct impacts on raptors and/or any migratory birds protected under the Migratory Bird Treaty Act and California Fish and Game Code, removal of habitat that supports active nests on the proposed area of disturbance shall occur outside the nesting season for these species (which is January 15 through August 31, annually). If construction work must occur during the avian breeding season (January 15 to August 31, annually), the applicant shall:

    1. Work with the County, CDFW and the USFWS to prepare a Nesting Bird Management, Monitoring, and Reporting Plan (NBMMRP) to address avoidance of impacts to nesting birds.
        a. The applicant(s) will submit to the agencies the NBMMRP (see following for details) for review and approval prior to commencement of the project during the breeding season. The NBMMRP should include the following:
        b. Nest survey protocols describing the nest survey methodologies
        c. A management plan describing the methods to be used to avoid nesting birds and their nests, eggs, and chicks
        d. A monitoring and reporting plan detailing the information to be collected for incorporation into a regular Nest Monitoring Log (NML) with sufficient details to enable USFSW and CDFW to monitor the applicant's compliance with Fish and Game Code Sections 3503, 3503.5, 3511, and 3513
        e. A schedule for the submittal (usually weekly) of the NML
        f. Standard buffer widths deemed adequate to avoid or minimize significant project-related edge effects (disturbance) on nesting birds and their nests, eggs, and chicks

g. A detailed explanation of how the buffer widths were determined.
h. All measures the applicant will implement to preclude birds from utilizing project-related structures (i.e., construction equipment, facilities, or materials) for nesting.

2. Conduct preconstruction nesting bird surveys within 72 hours of construction-related activities; conduct preconstruction survey sweeps immediately prior to ground-disturbing activities; and implement appropriate avoidance measures for identified nesting birds in the NBMMRP. Resurvey, if construction activities are halted for ten consecutive days.
3. To determine presence of nesting birds that the project activities may affect, surveys shall be conducted beyond the project area—300 feet for passerine birds and 500 feet for raptors. The survey protocols shall include a detailed description of methodologies utilized by CDFW-approved avian biologists to search for nests and describe avian behaviors that indicate active nests. The protocols shall include but are not limited to the size of the project area being surveyed, method of search, and behavior that indicates active nests.
4. Each nest identified in the project area shall be included in the NML. The NMLs should be updated daily and submitted to the CDFW weekly. Since the purpose of the NMLs is to allow the CDFW to track compliance, the NMLs shall include information necessary to allow comparison between nests protected by standard buffer widths recommended for the project (300 feet for passerine birds, 500 feet for raptors) and nests whose standard buffer width was reduced by encroachment of project-related activities. The NMLs shall provide a summary of each nest identified, including the species, status of the nest, buffer information, and fledge or failure data. The NMLs shall allow for tracking the success and failure of the buffers and would provide data on the adequacy of the buffers for certain species.
5. The applicant(s) will rely on its avian biologists to determine the appropriate standard buffer widths for nests within the project corridor/footprint to employ based on the sensitivity levels of specific species or guilds of avian species. The determination of the standard buffer widths shall be site- and species-/guild-specific and data-driven and not based on generalized assumptions regarding all nesting birds. The determination of the buffer widths shall consider the following factors:
   a. Nesting chronologies
   b. Geographic location
   c. Existing ambient conditions (human activity within line of sight—cars, bikes, pedestrians, dogs, noise)
   d. Type and extent of disturbance (e.g., noise levels and quality—punctuated, continual, ground vibrations—blasting-related vibrations proximate to tern colonies are known to make the ground-nesting birds flush the nests)

e. Visibility of disturbance
f. Duration and timing of disturbance
g. Influence of other environmental factors
h. Species' site-specific level of habituation to the disturbance.

6. Application of the standard buffer widths shall avoid the potential for project-related nest abandonment and failure of fledging and minimize any disturbance to the nesting behavior. If project activities cause or contribute to a bird being flushed from a nest, the buffer must be widened. This measure does not apply to nests that are started on construction equipment or panels or supporting structures.

DOCUMENTATION: The Project Biologist shall prepare the final report and submit it to the PDS for review and approval. Additionally, the cost amount of the monitoring work shall be added to the decommissioning cost estimate. **TIMING:** Prior to approval of any decommissioning plans and issuance of any grading or construction permits. **MONITORING:** The PDS shall review and approve these studies for compliance with this condition. The cost estimate should be forwarded to the Project manager, for inclusion in the grading bond cost estimate, and grading bonds. The DPW/PDS shall add the cost of the studies and review time to the decommissioning costs.

128. BIO#20–BURROWING OWL PRECONSTRUCTION SURVEYS [M-BI-5 (d)] [PDS, FEE X3]

INTENT: Preconstruction surveys are intended to detect the presence of burrowing owls on a project site at a fixed period in time and inform necessary take avoidance actions. **DESCRIPTION OF REQUIREMENT:** Preconstruction surveys may detect changes in owl presence such as colonizing owls that have recently moved onto the site, migrating owls, resident burrowing owls changing burrow use, or young of the year that are still present and have not dispersed (CDFG 2012). Surveys must be completed no less than 14 days prior to the initiating ground disturbance activities.

1. If burrowing owls are detected during the breeding season (February 1 through August 1) surveys, a Burrowing Owl Management Plan will need to be written and approved by the County and the California Department of Fish and Wildlife before construction continues. The Plan shall include, at a minimum: 1) measures to protect burrowing owls during grading; 2) description of passive or active burrowing relocation during the non-breeding season; and 3) description of BMPs to implement during construction (e.g., ensure that the ends of all pipes and culverts are covered when they are not being worked on, and covering rubble piles, dirt piles, ditches, and berms). Table 6-2, Recommended Restricted Activity Dates and Setback Distances by Level of Disturbance for Burrowing Owls, provides the CDFW- recommended restricted activity dates and setback distances around occupied burrowing owl nests for varying levels of disturbance (CDFG 2012).

2. If construction activities occur during the non-breeding season for burrowing owl (1 September – 31 January), a biologist shall conduct a take avoidance survey, following the methods described in the Burrowing Owl Staff Report (CDFG 2012). The take avoidance survey(s) can be conducted between 14 days and 24 hours prior to initiating ground disturbance activities; however, time lapses between project activities may require subsequent surveys within 24 hours prior to ground disturbance. If any burrowing owls are found during these surveys, avoidance and minimization measures must be implemented. The following avoidance and minimization measures shall be implemented:

    a. Avoid working within 50 meters (160 feet) from the occupied burrow during the non-breeding season;
    b. Avoid direct destruction of occupied burrows during the non-breeding season until the burrowing owl has vacated the burrow (determined through monitoring of the burrow);

If these measures cannot be implemented, the applicant shall obtain written approval of an accepted plan (written or verbal) from the County and the California Department of Fish and Wildlife before construction continues. The plan shall include 1) identification of artificial burrow sites, 2) passive relocation methods, 3) monitoring and management of the artificial burrow site, and 4) reporting.

DOCUMENTATION: The Project Biologist shall prepare the final report and submit it to the PDS for review and approval. Additionally, the cost amount of the monitoring work shall be added to the decommissioning cost estimate. **TIMING:** Prior to approval of any decommissioning plans and issuance of any grading or construction permits. **MONITORING:** The PDS shall review and approve these studies for compliance with this condition. The cost estimate should be forwarded to the Project manager, for inclusion in the grading bond cost estimate, and grading bonds. The DPW/PDS shall add the cost of the studies and review time to the decommissioning costs.

129. BIO#21–SPECIAL-STATUS SPECIES PRECONSTRUCTION SURVEYS AND RELOCATION PLAN [M-BI-5 (D)] [PDS, FEE X3]

INTENT: In order to avoid impacts to special-status species, M-BI-5 (d) shall be implemented. **DESCRIPTION OF REQUIREMENT:** Prior to decommissioning, the applicant shall develop a relocation plan for special-status terrestrial reptiles (i.e., California legless lizard, California glossy snake, San Diegan tiger whiptail, and Blainville's horned lizard), American badger and San Diego desert woodrat with the potential to occur on site. The plan shall at minimum include: the timing and locations where surveys should be conducted; the habitat and conditions in the proposed relocation site(s); the methods that would be used for trapping and relocating the individual species; and the method for documentation/recordation of the species and number of animals relocated. The Plan shall be submitted to the

County by a qualified biologist prior to any ground disturbing activities within potentially occupied habitat.

Pre-Construction Surveys. No more than 7 days prior to decommissioning, a qualified biologist shall conduct a preconstruction survey within areas of suitable habitat for special-status species wildlife (i.e., California legless lizard, California glossy snake, San Diegan tiger whiptail, Blainville's horned lizard, San Diego desert woodrat, and/or American badger). The biologist shall look for special-status species that may be located within or immediately adjacent to the project work areas, as permitted by access. If determined by the qualified biologist that based on the construction activities, time of year and special-status wildlife species and location of the special-status wildlife species relocation is necessary to occur; relocation will occur to nearby undisturbed areas within suitable habitat in the on-site open space easement as specified in the Plan and a California scientific collecting permit (SCP) (if applicable), but as close to their origin as possible (consistent with the approved Plan). If an American badger maternity den(s) is identified within the Project's disturbance limits, then the den will be avoided until the young have left the den. Once the young have left the den, the American badger will be relocated in accordance with this measure. The biologist relocating the species shall possess a California SCP to handle these species if required by applicable CDFW regulations.

A qualified biologist shall be present during initial ground-disturbing activities (i.e. vegetation removal) immediately adjacent to or within the vegetation communities and/or disturbed habitats that could support populations of special-status wildlife species to monitor vegetation removal and topsoil salvaging and stockpiling, where applicable. If special-status species reptiles or woodrats are detected in the work area during biological monitoring, the individual(s) will be documented and relocated as per the approved Plan and in accordance with the SCP conditions as applicable.

DOCUMENTATION: The Project Biologist shall prepare the final survey report and relocation plan and submit it to the PDS for review and approval. **TIMING:** Prior to approval of any decommissioning plans and issuance of any grading or construction permits. **MONITORING:** The PDS shall review the final survey report and Relocation Plan for compliance with this condition and the report format guidelines. The cost estimate should be forwarded to the Project manager, for inclusion in the grading bond cost estimate, and grading bonds. The DPW/PDS shall add the cost of the studies and review time to the decommissioning costs.

130. BIO#22–PREVENTION OF INVASIVE PLANT SPECIES [M-BI-9]
INTENT: In order to comply with Mitigation Measure M-BI-9, the following shall be complied with during the operations of the project. **DESCRIPTION OF REQUIREMENT:** A County of San Diego-approved plant list shall be used for areas immediately adjacent to open space. A hydroseed mix that incorporates native species, is appropriate to the area, and is free from invasive species shall

be used for landscaped areas adjacent to the biological open space. **DOCUMENTATION:** Prior to approval of a decommissioning permit, the County biologist or landscape architect shall review for approval. **TIMING:** Prior to issuance of any decommissioning permit, the hydroseed mix shall be approved. **MONITORING:** The [PDS, Code Enforcement Division] is responsible for enforcement of this permit.

131. ROADS#17 – CONSTRUCTION NOTIFICATION PLAN [PDF-TR-2]

INTENT: In order to keep the public informed during construction, a construction notification plan shall be prepared and implemented. **DESCRIPTION OF REQUIREMENT:** At least forty-five (45) days prior to construction, the project applicant would prepare and submit a construction notification plan to the County for approval. The construction notification plan would identify the procedures that would be used to inform property owners of the location and duration of construction, identify approvals that would be needed prior to posting or publication of construction notices, and include text of proposed public notices and advertisements. The construction notification plan would address at a minimum two of the following components:

a. Public Notice Mailer
A public notice mailer would be prepared and mailed no fewer than 15 days prior to construction. The notice would identify construction activities that would restrict, block, remove parking, or require a detour to access existing residential properties. The notice would state the type of construction activities that would be conducted and the location and duration of construction, including all helicopter activities. The project applicant or construction contractor would mail the notice to all residents or property owners within 1,000 feet of project components. If construction delays of more than 7 days occur, an additional notice would be prepared and distributed.

b. Public liaison person and toll-free information hotline
The project applicant would identify and provide a public liaison person before and during construction to respond to concerns of neighboring property owners about noise, dust, and other construction disturbance. Procedures for reaching the public liaison officer via telephone or in person would be included in notices distributed to the public. The project applicants would also establish a toll-free telephone number for receiving questions or complaints during construction and shall develop procedures for responding to callers. Procedures for handling and responding to calls would be addressed in the construction notification plan.

DOCUMENTATION: The applicant shall provide evidence that this has been completed to the satisfaction of [DPW, PDCI]. **TIMING:** Prior to issuance of any decommissioning permit, a construction notification plan shall be implemented. **MONITORING:** The DPW, PDCI shall ensure that the grading contractor complies

with the requirements of this condition. The DPW, PDCI shall contact the PDS, PCC, if the applicant fails to comply with this condition.

132. ROADS#18 - TRAFFIC DEMAND MANAGEMENT PROGRAM [PDF-TR-4]

Intent: In order to comply with PDF-TR-4 to reduce construction worker trips, the project shall implement a voluntary Transportation Demand Management Program. **Description:** The Project applicant shall implement a voluntary construction period Transportation Demand Management program to encourage construction workers to carpool or use alternative transportation modes. The program shall include the following:

j. Encouragement of carpooling among workers to reduce worker commuter trips entering and exiting the Project Area

k. A transportation package would be provided to workers, prior to commencing work on the Project Area, with information about ow to access the Project by alternative transportation and the benefits of doing so; and,

l. The applicant shall evaluate the feasibility of a vanpool or shuttle service to facilitate worker commute trips if feasible.

DOCUMENTATION: The applicant shall prepare the Traffic Demand Management Plan and provide it the [PDS, PCC] for review and approval. **TIMING:** The following actions and logs shall occur throughout the duration of decommissioning. **MONITORING:** The [PDS, PCC] shall review the plan for compliance with this condition.

133. BIO#22 – NOISE REDUCTION – DURING CONSTRUCTION [M-BI-11]

INTENT: In order to comply with Mitigation Monitoring and Reporting Program pursuant to Major Use Permit, PDS2018-MUP-18-022, M-BI-11 shall be implemented. **DESCRIPTION OF REQUIREMENT:** Construction-related activities that are excessively noisy (e.g., clearing, grading, or grubbing) adjacent to breeding/nesting areas shall incorporate noise-reduction measures (described below) or be curtailed during the breeding/nesting season of sensitive bird species.

1. Trucks and other engine-powered equipment shall be equipped with noise reduction features, such as mufflers and engine shrouds, which are no less effective than those originally installed by the manufacturer.
2. Trucks and other engine-powered equipment shall be operated in accordance with posted speed limits and limited engine idling requirements.
3. Usage of truck engine exhaust compression braking systems shall be limited to emergencies.
4. Back-up beepers for all construction equipment and vehicles shall be adjusted to the lowest noise levels possible, provided that Occupational Safety and Health Administration (OSHA) and Cal OSHA’s safety requirements are not violated. These settings shall be retained for the duration of construction activities.

5. Vehicle horns shall be used only when absolutely necessary, as specified in the contractor's specifications.
6. Radios and other noise-generating "personal equipment" shall be prohibited

If construction-related activities that are excessively noisy (e.g., clearing, grading, grubbing, or blasting) occur during the period of January 15 through August 31, a County of San Diego-approved biologist shall conduct preconstruction surveys in suitable nesting habitat adjacent to the construction area to determine the location of any active nests in the area (see **M-BI-5**).

DOCUMENTATION: The permittee shall comply with M-BI-11. **TIMING:** The following actions shall occur throughout the duration of the decommissioning. **MONITORING:** The *[DPW, PDCI]* shall make sure that the Project Biologist is on-site performing the monitoring duties of this condition. The *[DPW, PDCI]* shall contact the *[PDS, PPD]* if the Project Biologist or applicant fails to comply with this condition.

ORDINANCE COMPLIANCE NOTIFICATIONS: The project is subject to, but not limited to the following County of San Diego, State of California, and US Federal Government, Ordinances, Permits, and Requirements:

NOTICE: The subject property contains wetlands, a lake, a stream, and/or waters of the U.S. which may be subject to regulation by State and/or federal agencies, including, but not limited to, the Regional Water Quality Control Board, U.S. Army Corps of Engineers and the California Department of Fish and Wildlife. It is the applicant's responsibility to consult with each agency to determine if a permit, agreement, or other approval is required and to obtain all necessary permits, agreements, or approvals before commencing any activity which could impact the wetlands, lake, stream, and/or waters of the U.S. on the subject property. The agency contact information is provided below.

U.S. Army Corps of Engineers: 6010 Hidden Valley Rd, Suite 105, Carlsbad, CA 92011-4219; (858) 674-5386; http://www.usace.army.mil/
Regional Water Quality Control Board: 73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260; (760) 346-7491**;** https://www.waterboards.ca.gov/coloradoriver/
California Department of Fish and Wildlife: 3883 Ruffin Rd., San Diego, CA 92123; (858) 467-4201; https://wildlife.ca.gov/

STORMWATER ORDINANCE COMPLIANCE: In order to Comply with all applicable stormwater regulations the activities proposed under this application are subject to enforcement under permits from the Colorado River Basin Regional Water Quality Control Board (RWQCB) and the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance No. 10410 and all other applicable ordinances and standards for the life of this permit. The project site shall be in compliance with all applicable stormwater regulations referenced above and all other applicable ordinances and standards. This includes compliance with the approved Stormwater Management Plan, all requirements for Low Impact Development (LID),

Hydromodification, materials and wastes control, erosion control, and sediment control on the project site. Projects that involve areas 1 acre or greater require that the property owner keep additional and updated information onsite concerning stormwater runoff. The property owner and permittee shall comply with the requirements of the stormwater regulations referenced above.

INDUSTRIAL FACILITIES COMPLIANCE NOTICE: Once completed, this project may be subject to enroll in the Industrial General Permit if the use falls into any of the regulated Standard Industrial Classification (SIC) codes listed on the State Water Board Web Site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/gen_indus.shtml.

As required by the regional Municipal Stormwater Permit, the County of San Diego must notify the Colorado River of anyone that may be conducting industrial activities covered under the statewide Industrial General Permit but has not obtained permit coverage. Please contact the San Diego RWQCB at (619) 516-1990 for additional information about enrollment under the statewide Industrial General Permit and to confirm if you are subject to either Notice of Intent (NOI) or No Exposure Certification (NEC) coverage.

DRAINAGE: The project shall be in compliance with the County of San Diego Flood Damage Prevention Ordinance No. 10091, adopted December 8, 2010.

GRADING PERMIT REQUIRED: A grading permit is required prior to commencement of grading when quantities of excavation or fill results in the movement of material exceeding 200 cubic yards or eight feet (8') in vertical height of cut/fill, pursuant to Section 87.201 of Grading Ordinance.

CONSTRUCTION PERMIT REQUIRED: A Construction Permit and/or Encroachment Permit are required for any and all work within the County road right-of-way. Contact PDS Construction/Road right-of-way Permits Services Section, (858) 694-2055, to coordinate County requirements. In addition, before trimming, removing or planting trees or shrubs in the County Road right-of-way, the applicant must first obtain a permit to remove plant or trim shrubs or trees from the Permit Services Section.

ENCROACHMENT PERMIT REQUIRED: An Encroachment Permit is required for any and all proposed/existing facilities within the County right-of-way. Old Highway 80 (ME Route #SC 1883) is shown as a 2.2D Light Collector Road on the Mobility Element of the County General Plan. Carrizo Gorge Road is shown as a 2.2D Light Collector Road on the Mobility Element of the County General Plan. At the time of construction of future road improvements, the proposed facilities shall be relocated at no cost to the County, to the satisfaction of the Director of Public Works.

EXCAVATION PERMIT REQUIRED: An excavation permit is required for undergrounding and/or relocation of utilities within the County right-of-way.

TRANSPORTATION IMPACT FEE: The project is subject to County of San Diego Transportation Impact Fee (TIF) pursuant to County TIF Ordinance number 77.201 – 77.223. The Transportation Impact Fee (TIF) shall be paid. The fee is required for the entire project, or it can be paid at building permit issuance for each phase of the project. The fee is calculated pursuant to the ordinance at the time of building permit issuance. The applicant shall pay the TIF at the [*PDS, LD Counter*] and provide a copy of the receipt to the [*PDS, BD*] at time of permit issuance.

NOTICE: In the event that any activity, including earthmoving or construction, discovers the presence of underground storage tanks, septic tanks, wells, site debris, and/or contaminated soils on-site, the contractor and/or property owner shall notify the County of San Diego Planning & Development Services Department and The Department of Environmental Health. The presence of contaminated soils will require soil testing and remediation in accordance with standard county procedures. This process will be determined once the County is notified of the presence of contaminated soils.

NOISE ORDINANCE COMPLIANCE: In order to comply with the County Noise Ordinance 36.401 et seq. and the Noise Standards pursuant to the General Plan Noise Element (Table N-1 & N-2), the property and all of its uses shall comply with the approved plot plans, specific permit conditions and approved building plans associated with this permit. No noise generating equipment and project related noise sources shall produce noise levels in violation of the County Noise Ordinance. The property owner and permittee shall conform to the approved plot plan(s), specific permit conditions, and approved building plans associated with this permit as they pertain to noise generating devices or activities. If the permittee or property owner chooses to change the site design in any away, they must obtain approval from the County for a Minor Deviation or a Modification pursuant to the County of San Diego Zoning Ordinance.

MAJOR USE PERMIT FINDINGS (PDS2018-MUP-18-022)

Pursuant to Section 7358 of the Zoning Ordinance, the following findings in support of the Pursuant to Section 7358 of the Zoning Ordinance, the following findings in support of the granting of the Major Use Permit PDS2018-MUP-18-022 are made:

(a) *The location, size, design, and operating characteristics of the proposed use will be compatible with adjacent uses, residents, buildings, or structures with consideration given to*

1. *Harmony in scale, bulk, coverage, and density;*

Existing Setting and Surrounding Uses

A portion of the Project site on the central and southern areas has historically been used for dairy and agricultural operations. Although a portion was used for farming, the Project site is not currently under

cultivation and has been fallow since 2014. The Project site contains 12 vegetation communities and/or land covers, including 8 sensitive vegetation communities.

The 1,356-acre Project site varies from relatively level land in the central and southern portions of the site to moderately to steeply sloping hillsides along the western and eastern margins. Elevations range from approximately 2,745 feet above mean sea level in the lower, northern portion of the Project site to 3,365 feet above mean sea level at the top of Round Mountain in the northwestern portion of the Project site. The Project site is sparsely developed with structures located in the southeast associated with prior dairy and ranching operations and unpaved roads. A section of the San Diego and Arizona Eastern Railway that is no longer in service and a tributary to Carrizo Creek are present along the west portion of the Project site.

Regional access to the Project site is provided by I-8, located to the north, and by Old Highway 80 which traverses the southern portion of the Project site. Both I-8 and Old Highway 80 are designated as County Scenic Highways within this area. The Jacumba Airport is located immediately to the east of the southern portion of the Project site. The southern boundary of the Project site is located along the U.S./Mexico border.

Public land in the surrounding area includes Anza Borrego State Park, located adjacent to the Project site to the west. Federal lands managed by the Bureau of Land Management are also located within the surrounding area.

The unincorporated community of Jacumba Hot Springs is located adjacent to the proposed solar facility, to the southwest of the Project site. The 2010 census population was 561. The community includes residential, commercial, and civic uses, including a hot springs resort. Jacumba Hot Springs and the surrounding area are entirely dependent on groundwater for supply. The Jacumba Community Services District provides groundwater to the village area.

The Jacumba Airport is located to the east of the southern portion of the Project site. The Project site is located within the Airport Influence Area of the Jacumba Airport, specifically within the Airport's Airport Land Use Compatibility Plan.

Three electric transmission lines transect the northern portion of the Project site: the SDG&E 138kV transmission line, the Sunrise Powerlink, and the Southwest Powerlink. The proposed Project's switchyard would connect to the existing SDG&E138kV line. The Sunrise Powerlink and the Southwest

Powerlink are 500 kV transmission lines supported by 150-foot-tall steel lattice structures.

Existing and Proposed Energy Facilities in the Project Vicinity

Bulk, Scale, and Coverage of the Proposed Project

The JVR Energy Park will consist of approximately 291,000 PV modules mounted on single-axis trackers oriented in the north-south direction and would cover the 604-acre Major Use Permit area. The height of each mounted panel would be approximately 12 feet from graded surface to highest point. Inverters to convert power from the panels and transformers to increase the electricity to a higher voltage will be installed at 25 locations throughout the solar facility. Two inverters and one transformer will be installed at each location on a metal platform that is 8 feet wide by 20 feet long. The platforms will be mounted above grade. Electrical underground wiring will be installed to connect the PV modules to the inverter/transformer platforms and to transfer the power generated to the on-site substation.

The Project includes a 27,360 square foot substation with transmission towers at a maximum height of 65 feet. Non-transmission tower substation infrastructure will be a maximum height of 40 feet. The Project also includes the build of a switchyard and overhead transmission lines to connect the Project to the existing SDG&E transmission infrastructure which will cover 8.1 acres of the Project site.

Additionally, the Project will include a battery energy storage system, comprised of 75 battery storage containers located adjacent to the inverter/transformer platforms0. The batteries will be located in steel containers measuring 55-feet long, 19-feet wide, and 10-feet high. Each container will be separated from adjacent containers by approximately 10 feet.

Analysis of Bulk and Scale

The Project site is located within the Ketchum Valley Ranch Specific Planning Area, however no Specific Plan has been established for the area to date. Based on the current General Plan, the allowable density with the Specific Plan area is 1,110 units. A current Specific Plan proposal could potentially allow for 1,110 units, a water reclamation facility, a hotel, visitor-oriented commercial, a recreational vehicle park, a theme park, industrial park, and sand and gravel extraction. The Project is considered an interim use and is allowed in the Specific Planning Area Land Use Designation upon approval of an MUP. Pursuant to Section 2888.a. of the County Zoning Ordinance, a Major Use Permit may be granted for any use pursuant to a bonded agreement in an amount sufficient to ensure the removal of all structures and infrastructure within a specified amount of time. The Project will be required to provide a bond prior to building permit issuance that will

ensure the removal of the solar facility and infrastructure, except for the switchyard which will be under the jurisdiction of San Diego Gas & Electric.

The proposed location, size, design, and operating characteristics of the Project will be compatible with existing uses in the area and consistent with the bulk and scale anticipated for the site by the adoption of the Specific Planning Area.

The Project will be setback from the Jacumba Community Park (300 feet from property line to the Project fence line), residential properties in the community of Jacumba Hot Springs (300 feet from nearest residential property line to the Project fence line) and from Old Highway 80 (175 to 180 feet from the edge of pavement to the Project fence line to the south, 110 feet from the edge of pavement to the Project fence line to the north).

Renewable energy projects have resulted in a change to the physical setting of the Project site and surrounding neighborhood character. An existing transmission corridor transects the northern area of the Project site; this corridor is located immediately north of the proposed substation and switchyard facilities from east to west. Existing transmission infrastructure installed within the corridor includes the 155-foot-tall Southwest and Sunrise Powerlink 500 kV transmission towers and the 150-foot-tall Boulevard 138 kV transmission line. The existing Jacumba Solar Facility and the SDG&E-owned East County (ECO) Substation are within 2 miles of the Project's eastern boundary. The Jacumba Solar development covers 300 acres and includes over 80,000 PV modules and a collector substation. The tallest components of the Project include the approximately 65-foot-tall transmission tower dead-end structure and support poles for the slack-span transmission line, and up to five 70- to 115-foot-high steel poles for the connection to the generation existing Boulevard 138kV transmission lines. Existing transmission line infrastructure in the area, as discussed above, is comparable in vertical size, scale, and mass as the taller Project components.

The Project's substation and switchyard pad are 27,360 and 140,000 square feet, respectively, which is consistent in size and scale to similar uses in the surrounding area such as the existing ECO Substation, Jacumba Solar Substation, the Sunrise Powerlink, and the Southwest Powerlink, which transect the northern portion of the Project site. The proposed Project will not have a harmful effect on desirable neighborhood character due to existing larger and more visible vertical structures within the surrounding community.

The Project has been designed to minimize impacts on the natural and developed environment on the Project site and within the vicinity. Solar panel arrangement on the Project site has been designed to avoid cultural

resources, riparian and sensitive habitat areas, and special status species, and to minimize impacts to steep slopes and reduce the need for grading. Biological impacts will be mitigated by an on-site open space easement area which will preserve 435 acres of existing vegetation in perpetuity.

The PV modules and support structures will be up to 12 feet in height from the graded surface and will be consistent with or smaller than surrounding residential, commercial, and civic uses in the adjacent Jacumba Hot Springs community. Battery storage containers will be installed next to the inverter/transformer platforms at 25 locations within the solar facility and will be elevated due to flood constraints to a maximum height not to exceed 15 feet in height. From scenic vantage points in the area, views of the Project site are reduced with distance and topography, allowing the bulk and scale of the Project to be reduced and blend into the horizon. Further, the portions of the Project closest to Old Highway and the Jacumba community will be setback substantial distances from these viewpoints and will be screened with a landscape buffer. The landscape buffer will also be installed along portions of Carrizo Gorge Road.

Analysis of Coverage

Coverage within the Project's MUP area boundary will be approximately 30% and would result from the construction of the proposed Solar PV panels. In addition to the PV panels, additional coverage will result from construction of the inverter and transformer pads, battery storage units, the substation, and the Switchyard Facilities.

As discussed above, based on the current General Plan, the allowable density with the Specific Plan area is 1,110 units. A current Specific Plan proposal could potentially allow for 1,110 units, a water reclamation facility, a hotel, visitor-oriented commercial, a recreational vehicle park, a theme park, industrial park, and sand and gravel extraction. Lot coverage is anticipated to be similar or less than that anticipated from the buildout of the density allowed under the General Plan. The proposed location, size, design, and operating characteristics of the Project will be compatible with existing uses in the area and consistent with the bulk and scale anticipated for the site by the adoption of the Specific Planning Area.

Analysis of Density

The project facilities would be unstaffed, except in cases of maintenance and repair activities. No residential density is proposed.

2. The availability of public facilities, services, and utilities;

Fire and Emergency Services

An analysis of the Project found that current fire response capabilities, including primary response from County Fire Station 43 in Jacumba and the

CalFire Boulevard Station 47, will be adequate to meet the County standard for response time. Any additional response will be provided from County Fire Station 42 at Lake Morena, and CalFire Campo Fire Station 40. The Project will not result in the need for increased fire protection facilities or services in the area. First responders to emergency medical responses are usually fire response units.

The Project requires the approval of a Fire Protection and Mitigation Agreement, which will contribute targeted funding to the local fire and emergency response capabilities to mitigate risks of wildfires and to enhance fire suppression and emergency services capabilities for the Project and the southeast portion of CSA 135.

The San Diego County Fire Authority has provided a service availability letter to the Project, dated June 7, 2021. Accordingly, there are sufficient fire protection and emergency response services available to serve the Project.

Water Services

The Project will obtain water from two existing on-site groundwater wells (Well #2 and Well #3), which produce water from the Jacumba Valley alluvial aquifer. The Groundwater Resources Investigation for the Project has determined that on-site production wells have capacity to produce sufficient water supply for the Project (Dudek 2020).

Wastewater

The Project will not have an on-site private septic system or require sewer services. No bathroom facilities are proposed as part of the Project and port-a-potties will be used during construction.

Solid Waste

The Project generates minimal solid waste. Grading will be balanced on site. Solid waste that cannot be recycled will be sent to a local landfill. Waste from the construction, operation, and decommissioning of the Project will not significantly affect the capacity of local landfills.

Schools

The Project does not include any on-site permanent workers and would not require new or expanded school facilities or result in an increase in demand for other school services.

All necessary public facilities, services, and utilities are available for the Project.

3. The harmful effect, if any, upon desirable neighborhood character;

The character of the surrounding neighborhood and the potential for the Project to have a harmful effect on this character is based on several factors: the existing character of the neighborhood, the Project site and surrounding land uses, uses allowable under land use plans, visual impacts, noise generation, traffic generation, lighting, and landscaping.

The Project site is located within the Ketchum Valley Ranch Specific Planning Area (PDS2001-3800-86-03), however no Specific Plan has been established for the area to date. Based on the current General Plan, the allowable density with the Specific Plan area is 1,110 units. A current Specific Plan proposal could potentially allow for 1,110 units, a water reclamation facility, a hotel, visitor-oriented commercial, a recreational vehicle park, a theme park, industrial park, and sand and gravel extraction. The Project is considered an interim use and is allowed in the Specific Planning Area Land Use Designation upon approval of an MUP. Pursuant to Section 2888.a. of the County Zoning Ordinance, a Major Use Permit may be granted for any use pursuant to a bonded agreement in an amount sufficient to ensure the removal of all structures and infrastructure within a specified amount of time. The Project will be required to provide a bond prior to building permit issuance that will ensure the removal of the solar facility and infrastructure, except for the switchyard which will be under the jurisdiction of San Diego Gas & Electric.

The proposed location, size, design, and operating characteristics of the Project will be compatible with existing uses in the area and consistent with the bulk and scale anticipated for the site by the adoption of the Specific Planning Area.

The community of Jacumba Hot Springs and surrounding area can be characterized as predominately rural in nature with large homesteads and a resort. However, in the past several decades, the area is becoming increasingly developed with private facilities, civic uses, and energy infrastructure.

There are a variety of other civic and energy infrastructure developments in the vicinity of the Project site. The Sunrise Powerlink and Southwest Powerlink consist of steel lattice towers with a 500 kV transmission line that transect the middle of the Project site. The Jacumba Airport is immediately to the east of the Project site and the Jacumba Solar and ECO Substation projects are less than two miles to the east of the Project site.

The Mountain Empire Subregional Plan provides guidance and policies to shape the future character of the community. The Project is consistent with

policies of the County General Plan and the Mountain Empire Subregional Plan, as well as the vision statement for the Jacumba Subregional Group Area Plan.

The Project has been designed to minimize impacts on the natural and developed environment on the Project site and within the vicinity. Solar panel arrangement on the Project site has been designed to avoid cultural resources, riparian and sensitive habitat areas, and special status species, and to minimize impacts to steep slopes and reduce the need for grading. Biological impacts will be mitigated by an on-site open space easement area.

Design features and mitigation measures incorporated into the Project will lessen the visual contrast between the Project and areas of undeveloped landscape in the vicinity. Construction fencing, paint treatments, and landscape screening, as well as buffering, will reduce the visibility of construction and operation activities.

The solar facility will be surrounded by perimeter fencing, including landscaping and slatted fencing where feasible. Panels will be treated with an anti-reflective coating to minimize glare and visibility, and arrays north of Old Highway 80 and south of the SDG&E transmission corridor will eliminate backtracking during the afternoon hours to redirect glare for airport safety purposes. Outdoor nighttime lighting will be kept to the minimum required for security and safety. No impacts to dark skies will result. Noise impacts will be primarily temporary and related to construction activities; all noise impacts will be mitigated.

Short-term construction traffic is managed by a traffic control plan and will not decrease level of service on the local roadways. The Project is unstaffed, and operation of the Project is conservatively assumed to require 20 trips per day dependent on maintenance requirements and will not affect roadway service levels.

As such the Project will not have a harmful effect upon desirable neighborhood character as described above. At the end of the Project's life, the Project will be decommissioned, and the Project components will be removed from the Project site, except for the Switchyard Facilities.

4. *The generation of traffic and the capacity and physical character of surrounding streets;*

The Project will not alter the physical character of Old Highway 80 or Carrizo Gorge Road. The project conservatively proposes 20 daily trips during operation of the Project for any worker commutes and panel washing. A temporary increase in traffic will occur during the approximately 13-month

construction period, with an average of 1,158 daily trips. The construction and operational increases in traffic will not cause the level of service (LOS) of affected roads to fall below the County's acceptable LOS (LOS D) or affect existing intersection operations and delay. The Project will not cause affected roads to exceed their assumed design capacity. A traffic control plan will be implemented to ensure safe and efficient traffic flow in the area and on the Project site during construction. A construction notification plan will be used to inform property owners of potential effects of construction on roads and traffic. Property owners and tenants whose property access potentially will be impacted will be specifically notified in advance and provided alternative access. The Project will not generate traffic that exceeds the capacity of existing roadways or change the physical character of surrounding streets. Accordingly, the Project is consistent with this finding.

5. *The suitability of the site for the type and intensity of use or development which is proposed;*

A number of factors contribute to the suitability of the Project site for a PV solar development.

The Project will primarily be developed on land designated Specific Plan, but portions of the development footprint area also designated Public Agency Lands, Open Space (Recreation), Public/Semi Public Facilities, Rural Commercial, Rural Lands, Village Residential (VR-15), and Village Residential (VR-2). The Project will be developed on land zoned S80 (Open Space), S88 (Specific Plan), and S92 (General Rural). The Environmental Impact Report for the Project analyzed consistency with all applicable policies, including policies in the Land Use, Mobility, Conservation and Open Space, Safety, and Noise Elements. The analysis also found that the Project is consistent with all applicable policies of the Mountain Empire Subregional Plan and the Jacumba Vision Statement.

The intensity of the use proposed is appropriate for the site because a solar energy system is a low intensity type of non-residential development that is compatible with existing land uses adjacent to the site, as discussed above. The Project will not conflict with any land use plan or policy and is compatible with surrounding existing uses with regard to typical operating characteristics, the scale of the facilities, and the general character of the surrounding environment. Therefore, the Project and the site are suited for the type and intensity of development proposed.

The Project would locate solar power plant facilities as near as possible to existing or planned electrical transmission facilities, including co-locating with existing transmission facilities when feasible. For a large-scale renewable energy development, the distance to a viable point of

interconnection with the power grid and the ability of the grid to accommodate new renewable generation without triggering major upgrade costs are among the most important factors in project feasibility. The Project includes an onsite collector substation to convert generated power from 34.5 kV to 138 kV, a switchyard to transfer power from the substation to the existing SDG&E transmission lines, and a 138 kV transmission line to connect the switchyard with the existing SDG&E Boulevard – East County transmission line.

6. Any other relevant impact of the proposed use;

N/A

(b) The impacts, as described in Findings (a) above, and the location of the proposed use will be consistent with the San Diego County General Plan:

The County's analysis for the Project determined that the Project is consistent with the General Plan Village and Rural Lands Regional Categories and Specific Plan, Public Agency Lands, Open Space (Recreation), Public/Semi Public Facilities, Rural Commercial, Rural Lands, Village Residential (VR-15), and Village Residential (VR-2) Land Use Designations. The Environmental Impact Report for the Project analyzed consistency with all applicable policies, including policies in the Land Use, Mobility, Conservation and Open Space, Safety, and Noise Elements. The Analysis also found that the Project is consistent with all applicable policies of the Mountain Empire Subregional Plan and the Jacumba Vision Statement.

Section 2888.a. of the Zoning Ordinance states that an MUP may be granted for any use pursuant to a bonded agreement in an amount sufficient to ensure the removal of all buildings, structures, and other improvements within a specified amount of time and/or under specified conditions when the decision-making body finds that such agreement will carry out the intent of this Ordinance and is enforceable by the County.

(c) That the requirements under the California Environmental Quality Act have been complied with.

The Project has been reviewed in compliance with CEQA. An EIR was prepared for the proposed Project and was available for public review from October 8, 2020, through December 7, 2020 (59 days). The EIR determined that impacts to aesthetics and visual resources and impacts to mineral resources will be significant and unavoidable. Ten issues areas had potentially significant impacts that will be mitigated to less than significant (air quality, biological resources, cultural resources, hazards and hazardous materials, hydrology and water quality, geology, noise, paleontological resources, tribal cultural resources, and wildfire).

The Project will implement mitigation measures to reduce impacts to aesthetics visual resources to the extent feasible. Mitigation measures will include the following: use of non-reflective inverters, energy storage containers, and transmission line; setbacks from residential properties; landscaping; and slatted or screened fencing. Feasible mitigation measures have not been identified that will further reduce the anticipated change to visual character resulting from the Proposed Project. The impact remains significant and unavoidable and a Statement of Overriding Considerations, as directed by CEQA Guidelines Section 15093, has been prepared for this impact.

No feasible mitigation was found to reduce impacts to mineral resources to a less than significant level, as implementation of the Project will result in the permanent loss of availability of a known mineral resource due to preservation of on-site habitat as mitigation for impacts to biological resources. The impact remains significant and unavoidable and a Statement of Overriding Considerations, as directed by CEQA Guidelines Section 15093, has been prepared for this impact.

A Statement of Overriding Considerations is a document that a decision-making agency must adopt for impacts that cannot be mitigated to a level below significance for a project. A decision-making agency may decide to adopt a Statement of Overriding Considerations for a project because the agency views that the economic, social, technological, and other benefits resulting from the project outweigh its significant adverse environmental effects and is an overriding consideration warranting approval. All remaining potential impacts have been reduced to less than significant with implementation of mitigation measures, and findings have been prepared according to CEQA Guidelines Section 15091. The EIR is on file with PDS as Environmental Review No. PDS2018-ER-18-22-001.

(d) That the applicant has provided the County with an owner consent letter demonstrating to the satisfaction of the Director that the operator of the Solar Energy System is authorized to use the property for a Solar Energy System, unless the operator owns the land upon which the Solar Energy System will be located.

The applicant has provided the County an owner consent letter and sufficient evidence demonstrating to the satisfaction of the Director that the operator of the Solar Energy System is authorized to use the property.

(e) Setback. A system or plant shall meet all of the setback requirements of the zone.

The Project site does not have any designated setbacks because it is within a Specific Planning Area. However, the Project will be setback from the Jacumba Community Park (300 feet from property line to the Project fence line), residential properties in the community of Jacumba Hot Springs (300 feet from nearest residential property line to the Project fence line) and from Old Highway 80 (175 to 180 feet from the edge of pavement to the Project fence line to the south, 110 feet from the edge of pavement to the Project fence line to the north).

(f) Height. A system or plant of more than 200 feet in height is required to comply with Federal Aviation Administration safety height requirements.

The Project is required to submit a 7460 at least 45 days prior to construction to the FAA and receive a determination of No Hazard.

(g) Visual. The following measures shall be followed in order to minimize the visual impact of the project:

i. Removal of existing vegetation shall be minimized.

The Project has been designed to minimize impacts on the natural and developed environment on the Project site and within the vicinity. Solar panel arrangement on the Project site has been designed to avoid cultural resources, riparian and sensitive habitat areas, and special status species, and to minimize impacts to steep slopes and reduce the need for grading. Biological impacts will be mitigated by an on-site open space easement area.

ii. Internal roads shall be graded for minimal size and disruption.

The interior on-site vehicle access would be constructed to a minimum improved width of 20 feet. All internal access would be designed to provide a minimum inner turning radius of 28 feet, would be graded and maintained to support the imposed loads of fire apparatus (not less than 75,000 pounds), and would be designed and maintained to provide all-weather driving capabilities. The internal access would allow for two-way access of fire apparatus throughout the solar facility in order to access all of the inverter/transformer pads and battery storage containers.

All internal access surfaces would have a permeable nontoxic soil binding agent in order to reduce fugitive dust and erosion in accordance with County Code Section 87.428, Dust Control Measures, and with San Diego Air Pollution Control District Rule 55, which regulates fugitive dust emissions from any commercial construction or demolition activity capable of generating fugitive dust emissions.

iii. Any accessory buildings shall be painted or otherwise visually treated to blend with the surroundings.

Design features and mitigation measures incorporated into the Project will lessen the visual contrast between the Project and areas of undeveloped landscape in the vicinity. Construction fencing, paint treatments, and landscape screening, as well as buffering, will reduce the visibility of construction and operation activities.

iv. A structure shall be non-reflective in all areas possible to blend with the surroundings.

Inverter enclosures shall be a non-reflective color. If the enclosures are not manufactured as non-reflective, the enclosures shall be painted a non-reflective color. Energy storage containers shall be a non-reflective color. If the containers are not manufactured as non-reflective, the containers shall be painted a non-reflective color. All new transmission line conductors shall be non-reflective in design to reduce conductor visibility and visual contrast.

(h) Security. The operator shall provide a security in the form and amount determined by the Director to ensure removal of the Solar Energy System. The security shall be provided to PDS prior to building permit issuance. Once the Solar Energy System has been removed from the property pursuant to a demolition permit to the satisfaction of the Director, the security may be released to the operator of the Solar Energy System.

Pursuant to Section 2888.a. of the County Zoning Ordinance, a Major Use Permit may be granted for any use pursuant to a bonded agreement in an amount sufficient to ensure the removal of all structures and infrastructure within a specified amount of time. The Project will be required to provide a bond prior to building permit issuance that will ensure the removal of the solar facility and infrastructure, except for the switchyard which will be under the jurisdiction of San Diego Gas & Electric.

EXPLANATION OF COUNTY DEPARTMENT AND DIVISION ACRONYMS			
Planning & Development Services (PDS)			
Project Planning Division	PPD	Land Development Project Review Teams	LDR
Permit Compliance Coordinator	PCC	Project Manager	PM
Building Plan Process Review	BPPR	Plan Checker	PC
Building Division	BD	Map Checker	MC
Building Inspector	BI	Landscape Architect	LA
Zoning Counter	ZO		
Department of Public Works (DPW)			
Private Development Construction Inspection	PDCI	Environmental Services Unit Division	ESU
Department of Environmental Health (DEH)			
Land and Water Quality Division	LWQ	Local Enforcement Agency	LEA
Vector Control	VCT	Hazmat Division	HMD

Department of Parks and Recreation (DPR)			
Trails Coordinator	TC	Group Program Manager	GPM
Parks Planner	PP		
Department of General Service (DGS)			
Real Property Division	RP		

ON MOTION of Board Member _____, seconded by Board Member _____, this Resolution is passed and approved by the Board of Supervisors of the County of San Diego, State of California, at a regular meeting held on this 18th day of August 2021, in Board of Supervisors North Chamber Room 310, 1600 Pacific Highway, San Diego, California, by the following vote:

AYES:

NOES:

ABSENT:

cc:

JVR Solar LLC; 11455 El Camino Real, Suite 160, San Diego, CA 92130; P: (858) 764-3720

email cc:

Nicholas Koutoufidis, Project Manager, Project Planning, PDS
Jacumba Hot Springs Community Sponsor Group

Attachment D – Environmental Documentation

FINDINGS REGARDING SIGNIFICANT EFFECTS PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15090, 15091 AND 15093

JVR ENERGY PARK PROJECT

PDS2018-MUP-18-022

SCH No. 2019039044

I. INTRODUCTION

The Final Environmental Impact Report (FEIR), dated June 2021, for the JVR Energy Park Project ("Project") analyzes the Project at a project level. The Project is a solar energy generation and storage facility. The FEIR analyzes three alternatives to the Proposed Project: Alternative 1 No Project Alternative (No Development and Buildout scenarios), Alternative 2 Community Buffer Alternative; and Alternative 3 Reduced Project Alternative.

In order to address concerns from the community of Jacumba Hot Springs, the Community Buffer Alternative is being recommended as the Project. The Community Buffer Alternative includes an increased setback of 300 feet between the solar facility and the private properties north of Old Highway 80 in the Jacumba Hot Springs community as compared to the Proposed Project in the Final EIR. The Community Buffer Alternative is more fully described in Chapter 4 Project Alternative of the FEIR.

The County adopts the Community Buffer Alternative (Alternative 2 in the FEIR), and not the Proposed Project in the FEIR, and M-BI-3 for the Proposed Project requiring dedication of a 435-acre biological easement area, for the reasons explained in these findings. Henceforth, the Community Buffer shall be referred to as the "Project." Due to the County's adoption of the Community Buffer Alternative, all further references to the "project" or "Project" in these findings refer to the Community Buffer Alternative, and not to the Proposed Project as described in the FEIR.

The Project is a 604-acre solar energy generation and storage facility, which requires a Major Use Permit (MUP). This is a reduction of 18.9 acres as compared to the 623-acre solar facility described as the Proposed Project in the FEIR. The Project also includes a 3-acre water main realignment outside of the MUP boundary, which was included in the Proposed Project in the FEIR. Thus, the total area of disturbance of the Project is approximately 607 acres. The Project would have a solar power capacity (nameplate capacity) of 90 megawatts (MW) alternating current (AC).

The Project's increased setback would reduce the size of the solar facility by 18.9 acres. While the direct current (DC) power generation on-site of the Project would be less than the Proposed Project as described in the FEIR, the Project would still have a 90 MW nameplate capacity of renewable energy. (See Appendix V to Final EIR.) The Project's battery energy storage system, Switchyard Facilities, underground lines, and other project components would be the same as the Proposed Project as described in the FEIR. The length of construction may be slightly reduced under the Project, but the daily construction would remain the same as the Proposed Project as described in the Final EIR.

The Project's increased setback would provide a greater visual buffer between the private properties west of the solar facility to the north of Old Highway 80, as compared to the Proposed Project in the FEIR The increased setback would also provide a greater noise buffer from noise sensitive land uses (i.e. residential properties) during construction and operations. This additional buffer area would also avoid impacts to desert saltbrush and fallow agriculture land. The avoidance of these areas would reduce impacts to desert saltbrush and fallow agriculture, which provides foraging habitat and special status wildlife species. Although the acreage of impacts to vegetation communities would be reduced compared to the Proposed Project in the FEIR, the applicant will

provide a biological open space easement over a total of 435 acres, as was required for the original 643-acre Proposed Project in the Draft EIR.

Additionally, the Project would include less construction activities than the Proposed Project in the FEIR and increase the distance between construction activities and the Jacumba Hot Springs community, which would reduce impacts caused by air quality emissions during construction. Similarly, the Project would result in reduced noise impacts caused by the Project's construction and operation activities due to the increased setback between the Project and the Jacumba Hot Springs community. However, noise impacts would remain potentially significant.

The Project would meet the project objectives as specified in the FEIR and does not add any "significant new information" as that term is defined by CEQA Guidelines section 15088.5.

II. POTENTIALLY SIGNIFICANT IMPACTS THAT CAN BE MITIGATED BELOW A LEVEL OF SIGNIFICANCE (CEQA GUIDELINES § 15091(A)(1))

Pursuant to Section 21081(a) of the Public Resources Code and Section 15091(a)(1) of the State CEQA Guidelines, the County of San Diego Board of Supervisors finds that, for each of the following significant effects identified in the FEIR, changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment. The significant effects and mitigation measures are stated fully in the FEIR. These findings are explained below and are supported by substantial evidence in the record of proceedings.

A. Aesthetics (Section 2.1 Aesthetics)

Significant Effect: Impact AE-10 – The Project components, including inverters, battery energy storage system containers, and overhead slack span transmission line, would be visible from public roads, including I-8 and Carrizo Gorge Road. These components may create daytime glare that could be visible from roadways.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: M-AE-1, M-AE-2, and M-AE-3 were proposed to mitigate the significance of Impact AE-10. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. And M-AE-3 requires all new transmission line conductors to be non-reflective in design.

Rationale: Through implementation of these mitigation measures, the Project's potentially significant impacts to roadways, pedestrian walkways, or areas frequently used for outdoor activities on adjacent properties as a result of installation of highly reflective building materials would be reduced to less than significant.

B. Air Quality (Section 2.2 Air Quality and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact AQ-1 – As evaluated in the Health Risk Assessment for the Project, toxic air containment emissions from construction of the Project may expose sensitive receptors to substantial pollutant concentrations, creating a cancer risk on

site above the 1 in 1 million without application of toxics-best available control technologies threshold.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: M-AQ-1 was proposed to mitigate the significance of Impact AQ-1. M-AQ-1 requires the Project applicant to place on all Project plans certain construction-phase requirements to minimize diesel particular matter emissions, including that heavy-duty-diesel-powered construction equipment be equipped with Tier 4 Final or better diesel engines for engines 75 horsepower or greater, that vehicles limit idling time while loading and unloading, that construction equipment be properly tuned and maintained, and that construction equipment that is less than 50 horsepower be electrical or natural gas-powered when available.

Rationale: The Project area of disturbance for the solar facility and water main realignment totals 607 acres. The Project would be setback 300 feet further from the residential receivers in the Jacumba Hot Springs community as compared to the Proposed Project in the FEIR, which would result in additional area for the diesel particulate matter to settle and reduce diesel particulate matter reaching the residential receivers in the community. However, workers on the Project site would still be subject to elevated diesel particulate matters, and the Project would still create a cancer risk on site above the 1 in 1 million threshold. Accordingly, the Project would use Tier 4 Final construction equipment, which is considered toxics-best available control technologies, meaning the County's significance threshold for incremental cancer risk would be 10 in 1 million as opposed to 1 in 1 million. Any potential impact would be reduced to less than significant.

2) Significant Effect: Impact AQ-2 – The Project's construction would result in the generation of emissions that would exceed the County's screening level thresholds for NO_x, PM_{10}, and $PM_{2.5}$. The exceedance of these thresholds would result in a potentially significant direct impact on air quality.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-AQ-1 and M-AQ-2 were proposed to mitigate the significance of Impact AQ-2. M-AQ-1 requires the Project applicant to place on all Project plans certain construction-phase requirements to minimize diesel particular matter emissions, including that heavy-duty-diesel-powered construction equipment be equipped with Tier 4 Final or better diesel engines for engines 75 horsepower or greater, that vehicles limit idling time while loading and unloading, that construction equipment be properly tuned and maintained, and that construction equipment that is less than 50 horsepower be electrical or natural gas-powered when available. M-AQ-2 requires the preparation of a Fugitive Dust Control Plan to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, and which will include specified fugitive dust measures to minimize PM_{10} emissions.

Rationale: The Project area of disturbance for the solar facility and water main realignment totals 607.1 acres. Daily construction activities under the Project are expected to be similar to the Proposed Project in the FEIR and, as such, the Project's air quality impacts remain potentially significant absent mitigation. Through implementation of M-AQ-1 and M-AQ-2, the Project would implement certain measures to control and limit solid disturbance, fugitive dust emissions, and combustion pollutants from on-site construction equipment, as well as from off-site trucks hauling construction materials. These measures would reduce the Project's daily construction emissions of NO_x, PM_{10}, and $PM_{2.5}$ below the County's screening level thresholds. Additionally, the Project would be setback 300 feet further from the residential receivers in the Jacumba Hot Springs community as compared to the Proposed Project in the FEIR and would reduce the overall construction area by approximately 18.9 acres.

3) Significant Effect: Impact AQ-CUM-1 – The Project would result in the generation of emissions during construction that would exceed the County's screening level thresholds for NO_x, PM_{10}, and $PM_{2.5}$. The exceedance of these thresholds would result in a potentially significant cumulatively considerable impact on air quality.

Finding: Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-AQ-1 and M-AQ-2 were proposed to mitigate the significance of Impact AQ-CUM-1. M-AQ-1 requires the Project applicant to place on all Project plans certain construction-phase requirements to minimize diesel particular matter emissions, including that heavy-duty-diesel-powered construction equipment be equipped with Tier 4 Final or better diesel engines for engines 75 horsepower or greater, that vehicles limit idling time while loading and unloading, that construction equipment be properly tuned and maintained, and that construction equipment that is less than 50 horsepower be electrical or natural gas-powered when available. M-AQ-2 requires the preparation of a Fugitive Dust Control Plan to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, and which will include specified fugitive dust measures to minimize PM_{10} emissions.

Rationale: The Project area of disturbance for the solar facility and water main realignment totals 607.1 acres. Daily construction activities under the Project are expected to be similar to the project proposed in the EIR and, as such, the Project's air quality impacts remain potentially significant absent mitigation. Through implementation of M-AQ-1 and M-AQ-2, the Project would implement certain measures to control and limit solid disturbance, fugitive dust emissions, and combustion pollutants from on-site construction equipment, as well as from off-site trucks hauling construction materials. These measures would reduce the Project's daily construction emissions of NO_x, PM_{10}, and $PM_{2.5}$ below the County's screening level thresholds. The Project would be setback 300 feet further from the residential receivers in the Jacumba Hot Springs community as compared to the Proposed Project in the FEIR and would reduce the overall construction area by approximately 18.9 acres.

C. **Biological Resources** (Section 2.3 Biological Resources, Section 4.4 Community Buffer Alternative, and Appendix R)

1) Significant Effect: Impact BI-SP-1 – Short-term, construction-related, or temporary direct impacts to special-status plants (e.g., Palmer's grapplinghook) at the edge of the development footprint and non-impacted areas interface could occur as a result of clearing, trampling, or grading.

2) Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1 and M-BI-2 were proposed to mitigate the significance of Impact BI-SP-1. M-BI-1 would require the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of grading are adjacent to sensitive vegetation communities or other biological resources.

Rationale: With implementation of these mitigation measures, the Project would ensure indirect impacts to special-status plants at the edge of the development footprint and outside the development footprint would be reduced to less than significant.

3) Significant Effect: Impact BI-SP-2 – Long term, or permanent direct impacts to special status plant species, including pygmy lotus and sticky geraea, would result from the development of the solar facility (approximately 604 acres) of the Project site.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-3 and M-BI-4 were proposed to mitigate the significance of Impact BI-SP-2. M-BI-3 would preserve in permanent open space a substantial amount of acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site (based on County Requirements). M-BI-4 would require the preparation and County approval of a Resource Management Plan to manage the lands preserved under M-BI-3.

Rationale: The Project's impacts to biological resources would remain potentially significant absent mitigation. The Project would implement M-BI-3 and M-BI-4 to ensure the Project reduces to a less than significant level any direct, long-term impacts to special status plant species through the preservation and management of a substantial amount of onsite acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site and in accordance with County requirements. Although the acreage of impacts to fallow agriculture and desert saltbrush would be reduced as compared to the Proposed Project in the FEIR, the applicant will provide a 435-acre biological open space easement as required for the 643-acre Proposed Project in the Draft EIR.

Significant Effect: Impact BI-W-1 – Construction-related activities could result in short term direct impacts to County Group 1, Group 2, and/or species of special concern (i.e., California glossy snake, San Diego tiger whiptail, San Diego banded gecko, red diamond rattlesnake, Blainville's horned lizard, Cooper's hawk, sharp-shinned hawk, southern California rufous-crowned sparrow, burrowing owl, golden eagle, Bell's sage sparrow, Swainson's hawk, turkey vulture, Vaux's swift, northern harrier, loggerhead shrike, pallid bat, northwestern San Diego pocket mouse, pallid San Diego pocket mouse, San Diego black-tailed jackrabbit, San Diego desert woodrat, Jacumba pocket mouse, American badger, rosy boa, Costa's hummingbird, California horned lark, merlin, black-tailed gnatcatcher, western small-footed myotis, Yuma myotis, and mule deer) and/or their suitable habitat.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1 and M-BI-2 were proposed to mitigate the significance of Impact BI-W-1. M-BI-1 would require the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of grading are adjacent to sensitive vegetation communities or other biological resources.

Rationale: With implementation of these mitigation measures, the Project would ensure direct impacts to County Group 1, Group 2, and/or species of special concern and/or their suitable habitat would be reduced to less than significant.

Significant Effect: Impact BI-W-2 – The Project could cause long-term or permanent direct impacts to: (a) state candidate species for listing as endangered (i.e., the tricolored blackbird), County Group 1, Group 2, and/or species of special concern (i.e., California glossy snake, San Diego tiger whiptail, San Diego banded gecko, red diamond rattlesnake, Blainville's horned lizard, Cooper's hawk, sharp-shinned hawk, southern California rufous crowned sparrow, burrowing owl, golden eagle, Bell's sage sparrow, Swainson's hawk, turkey vulture, Vaux's swift, northern harrier, loggerhead shrike, northwestern San Diego pocket mouse, pallid San Diego pocket mouse, San Diego black-tailed jackrabbit, San Diego desert woodrat, Jacumba pocket mouse, American badger, rosy boa, Costa's hummingbird, California horned lark, merlin, black-tailed gnatcatcher, western small-footed myotis, Yuma myotis, and mule deer) and/or their habitat, (b) raptor foraging habitat, and (c) the nesting success of tree- and/or ground-nesting raptors.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-3, M-BI-4, and M-BI-5 were proposed to mitigate the impacts of Impact BI-W-2. M-BI-3 would preserve in permanent open space (435 acres) a substantial amount of acreage of sensitive vegetation communities, special-

status plant species, and habitat for special-status species on site (based on County Requirements). M-BI-4 would require the preparation and County approval of a Resource Management Plan to manage the lands preserved under M-BI-3. M-BI-5 requires the Project applicant to only remove habitat that supports active nests for raptors and/or any migratory birds protected under the Migratory Bird Treaty Act and California Fish and Game Code outside the nesting season (January 15 through August 31). If construction must occur during the nesting season, the Project applicant must submit to the County, California Department of Fish and Wildlife, and the United States Fish and Wildlife Service a Nesting Bird Management, Monitoring and Report Plan to address avoidance of impacts to nesting birds, and conduct preconstruction nesting bird surveys. The measure also requires take avoidance surveys to detect the presence of burrowing owls prior to construction activities and, if burrowing owls are detected during the breeding season, the preparation and approval of a Burrowing Owl Management Plan.

Rationale: The Project would impact a total of 607.1 acres of potential foraging and breeding habitat. The Project would avoid an additional 18.9-acre area along the western Project boundary, north of Old Highway 80, compared to the Proposed Project in the FEIR. This area contains desert saltbrush and fallow agriculture. This would potentially reduce the Project's impacts to special status wildlife that utilize these vegetation communities (e.g., Lawrence's Goldfinch, Vaux's swift, and tri-colored blackbird). However, the Project's impacts to biological resources would remain potentially significant absent mitigation. Although the acreage of impacts to fallow agriculture and desert saltbrush would be reduced, the applicant will provide a 435-acre biological open space easement as required for the 643-acre Proposed Project in the Draft EIR. The Project would implement M-BI-3 and M-BI-4 to ensure the Project reduces to a less than significant level any direct, long-term impacts to special status wildlife species through the preservation and management of a substantial amount of onsite acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site and in accordance with County requirements. Further, the Project will conduct surveys and avoidance measures to ensure any impacts to nesting birds and burrowing owls are reduced to a less than significant level

Significant Effect: Impact BI-W-3 – Construction-related activities, such as grading or clearing and grubbing, could result in permanent, direct impacts on County Group 1 and/or species of special concern birds.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1 and M-BI-5 were proposed to mitigate the significance of Impact BI-W-2. M-BI-1 would require the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-5 requires the Project applicant to only remove habitat that supports active nests for raptors and/or any migratory birds protected under the Migratory Bird Treaty Act and California Fish and Game Code outside the nesting season (January 15 through August

31). If construction must occur during the nesting season, the Project applicant must submit to the County, California Department of Fish and Wildlife, and the United States Fish and Wildlife Service a Nesting Bird Management, Monitoring and Report Plan to address avoidance of impacts to nesting birds, and conduct preconstruction nesting bird surveys. The measure also requires take avoidance surveys to detect the presence of burrowing owls prior to construction activities and, if burrowing owls are detected during the breeding season, the preparation and approval of a Burrowing Owl Management Plan.

Rationale: With implementation of M-BI-1 and M-BI-5, the Project would ensure short-term direct impacts to County Group 1 and/or species of special concern birds would be reduced to less than significant.

Significant Effect: Impact BI-W-4 – Construction of the Project includes demolition of the abandoned buildings on site. These activities may have direct impacts to Yuma myotis, pallid bad, and western small-footed myotis, which have a high potential to roost in these buildings. If these species were located in the buildings and/or were roosting, the Project would have a potentially significant impact.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measure M-BI-6 was proposed to mitigate the significance of Impact BI-W-4. M-BI-6 requires bat biologist surveys of buildings and other structures proposed to be demolished on the Project site to determine whether a maternity roost is present in these areas. If a roost is present, the measure requires certain action to prevent any significant impact to the species.

Rationale: With implementation of M-BI-6, the Project would ensure that any impacts to maternity bat roots within the buildings proposed for demolition are reduced to a less than significant level through avoidance and exclusion measures.

Significant Effect: Impact BI-WLC-1 – Short-term, construction-related, or temporary direct impacts on potential foraging and breeding habitat for species that use the Project site could occur outside designated construction zones. These impacts could impact the viability of a Core Wildlife Area and access to foraging habitat, breeding habitat, water source or other areas necessary for their reproduction.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1 and M-BI-2 were proposed to mitigate the significance of Impact BI-WLC-1. M-BI-1 would require the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of grading are adjacent to sensitive vegetation communities or other biological resources.

Rationale: With implementation of these mitigation measures, the Project would ensure short-term direct impacts to foraging and breeding habitat outside designated construction zones would be reduced to less than significant.

Significant Effect: Impact BI-WLC-2 – The Project would impact 607.1 acres (solar facility and water main realignment) of potential foraging and breeding habitat within a Core Wildlife Area, and may substantially interfere with local linkage and connectivity between blocks of high to very high habitat east and west of the Project site. Further, the placement of fencing and Project infrastructure on the Project site may disrupt the visual continuity of the Project site as a wildlife movement corridor.

Finding: Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-3 and M-BI-4 were proposed to mitigate the significance of Impact BI-WLC-2. M-BI-3 would preserve in permanent open space a substantial amount of acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site (based on County Requirements). M-BI-4 would require the preparation and County approval of a Resource Management Plan to manage the lands preserved under M-BI-3.

Rationale: The Project would impact a total of 607.1 acres of potential foraging and breeding habitat. The Project would avoid an additional 18.9-acre area along the western Project boundary, north of Old Highway 80, compared to the Proposed Project in the FEIR. This area contains desert saltbrush and fallow agriculture, which areas provide potential foraging and breeding habitat as well as local linkage and connectivity. However, the Project's impacts to biological resources would remain potentially significant absent mitigation. The Project would implement M-BI-3 and M-BI-4 to ensure the Project reduces to a less than significant level any direct, long-term impacts to wildlife movement through the preservation and management of a substantial amount of onsite acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site and in accordance with County requirements. Although the acreage of impacts to fallow agriculture and desert saltbrush would be reduced, the applicant will provide a 435-acre biological open space easement as required for the 643-acre Proposed Project in the Draft EIR.

4) Significant Effect: Impact BI-SP-3 – Potential short-term or temporary indirect impacts to special-status plant species in the Project site would primarily result from construction activities and include impacts related to or resulting from the generation of fugitive dust; changes in hydrology resulting from construction, including sedimentation and erosion; and the introduction of chemical pollutants (including herbicides).

5) Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1, M-BI-2, M-BI-7, M-BI-8, and M-AQ-2 were proposed to mitigate the significance of Impact BI-SP-3. M-BI-1 would require

the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of grading are adjacent to sensitive vegetation communities or other biological resources. M-BI-7 requires the Project biologist to verify the biological measures identified in the Stormwater Pollution Prevention Plan are implemented, including, among other activities, that construction activity is located outside of jurisdictional waters, that no equipment maintenance is performed within or near jurisdictional waters, and that no invasive plant species are planted or seeded on the Project site. M-BI-8 requires the implementation of certain measures to mitigate impacts caused by weed control treatments. M-AQ-2 requires the preparation of a Fugitive Dust Control Plan to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, and which will include specified fugitive dust measures to minimize PM_{10} emissions.

Rationale: With implementation of these mitigation measures, the Project would ensure short-term indirect impacts from construction activities to special-status plant species outside the development footprint would be reduced to less than significant.

Significant Effect: Impact BI-SP-4 – Permanent indirect impacts at the edge of development could result from the proximity of the Project to special status plants after construction. Permanent indirect impacts that could affect special-status plant species include generation of chemical pollutants, altered hydrology, non-native invasive species, increased human activity, and alteration of the natural fire regime.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-3, M-BI-4, M-BI-8, MBI-9, M-BI-10, and M-WF-1 were proposed to mitigate the significance of Impact BI-SP-4. M-BI-3 would preserve in permanent open space a substantial amount of acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site (based on County Requirements). M-BI-4 would require the preparation and County approval of a Resource Management Plan to manage the lands preserved under M-BI-3. M-BI-8 requires the implementation of certain measures to mitigate impacts caused by weed control treatments. M-BI-9 requires the Project's landscape plans to not use any invasive plant species, and for the plant palette to be composed of native species that do not require high irrigation rates. M-BI-10 requires signage to be posted at all entrances to the Project facilities informing operations and maintenance personnel of certain protocols to avoid impacts to biological resources. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things.

Rationale: With implementation of these mitigation measures, the Project would ensure permanent indirect impacts from operation activities to special-status plant species outside the development footprint would be reduced to less than significant.

6) Significant Effect: Impact BI-W-5 – Short-term, construction-related, or temporary indirect impacts to avian foraging and wildlife access to foraging or nesting would primarily result from construction activities, including noise producing activities. Indirect impacts to sensitive bird species may also occur if clearing of vegetation is conducting during the nesting season for Migratory Bird Treaty Act species (generally January 15 through August 31.)

7) Finding: Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1, M-BI-2, M-BI-5, M-BI-7, M-BI-10, M-BI-11, and M-AQ-2 were proposed to mitigate the significance of Impact BI-W-5. M-BI-1 would require the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of grading are adjacent to sensitive vegetation communities or other biological resources. M-BI-5 requires the Project applicant to only remove habitat that supports active nests for raptors and/or any migratory birds protected under the Migratory Bird Treaty Act and California Fish and Game Code outside the nesting season (January 15 through August 31). If construction must occur during the nesting season, the Project applicant must submit to the County, California Department of Fish and Wildlife, and the United States Fish and Wildlife Service a Nesting Bird Management, Monitoring and Report Plan to address avoidance of impacts to nesting birds, and conduct preconstruction nesting bird surveys. The measure also requires take avoidance surveys to detect the presence of burrowing owls prior to construction activities and, if burrowing owls are detected during the breeding season, the preparation and approval of a Burrowing Owl Management Plan. M-BI-7 requires the Project biologist to verify the biological measures identified in the Stormwater Pollution Prevention Plan are implemented, including, among other activities, that construction activity is located outside of jurisdictional waters, that no equipment maintenance is performed within or near jurisdictional waters, and that no invasive plant species are planted or seeded on the Project site. M-BI-10 requires signage to be posted at all entrances to the Project facilities informing operations and maintenance personnel of certain protocols to avoid impacts to biological resources. M-BI-11 requires the Project applicant to undertake noise reduction measures for construction-related activities that are excessively noisy and are adjacent to breeding/nesting areas. M-AQ-2 requires the preparation of a Fugitive Dust Control Plan to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, and which will include specified fugitive dust measures to minimize PM_{10} emissions.

Rationale: With implementation of these mitigation measures, the Project would ensure short-term indirect impacts from construction activities to avian foraging and wildlife

access to foraging, nesting, or water resources at the edge of the development footprint and outside the development footprint would be reduced to less than significant.

Significant Effect: Impact BI-W-6 – Permanent indirect impacts to special-status wildlife species would include non-native, invasive plant and animal species introduction; habitat fragmentation; increased human activity; alteration of the natural fire regiment; altered hydrology; and lighting.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-3, M-BI-4, M-BI-8, M-BI-9, M-BI-10, and M-WF-1 were proposed to mitigate the significance of Impact BI-W-6. M-BI-3 would preserve in permanent open space a substantial amount of acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site (based on County Requirements). M-BI-4 would require the preparation and County approval of a Resource Management Plan to manage the lands preserved under M-BI-3. M-BI-8 requires the implementation of certain measures to mitigate impacts caused by weed control treatments. M-BI-9 requires the Project's landscape plans to not use any invasive plant species, and for the plant palette to be composed of native species that do not require high irrigation rates. M-BI-10 requires signage to be posted at all entrances to the Project facilities informing operations and maintenance personnel of certain protocols to avoid impacts to biological resources. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things.

Rationale: The implementation of these mitigation measures would ensure the Project reduces to a less than significant level any direct, long-term impacts to special-status wildlife species through the preservation and management of a substantial amount of onsite acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site and in accordance with County requirements. Additionally, implementation of these mitigation measures would prevent inadvertent impacts to wildlife species caused by weed management, personnel onsite, and wildfire.

Significant Effect: Impact BI-V-1 – Short-term, construction-related, or temporary direct impacts to special-status upland vegetation communities would primarily result from construction activities, such as clearing, trampling, or grading outside designated construction zones.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1 and M-BI-2 were proposed to mitigate the significance of Impact BI-V-1. M-BI-1 would require the Project applicant to retain a

County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of grading are adjacent to sensitive vegetation communities or other biological resources.

Rationale: With implementation of these mitigation measures, the Project would ensure short-term direct impacts from construction activities to special-status, upland vegetation communities would be reduced to less than significant.

8) Significant Effect: Impact BI-V-2 – The Project would result in permanent direct impacts to riparian habitat, other sensitive vegetation communities, and fallow agriculture. Although fallow agriculture is typically not considered a sensitive vegetation community, the areas mapped as fallow agriculture do provide foraging habitat for wildlife and would be considered a sensitive vegetation community.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-3 and M-BI-4 were proposed to mitigate the significance of Impact BI-V-2. M-BI-3 would preserve in permanent open space (435 acres) a substantial amount of acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site (based on County Requirements). M-BI-4 would require the preparation and County approval of a Resource Management Plan to manage the lands preserved under M-BI-3.

Rationale: The Project would impact a total of 607.1 acres of potential foraging and breeding habitat. The Project would avoid an additional 18.9-acre area along the western Project boundary, north of Old Highway 80, compared to the Proposed Project described in the FEIR. This area contains desert saltbrush and fallow agriculture. The Project's impacts to biological resources would remain potentially significant absent mitigation. The Project would implement M-BI-3 and M-BI-4 to ensure the Project reduces to a less than significant level any direct, long-term impacts to riparian habitat and sensitive vegetation communities through the preservation and management of a substantial amount of onsite acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site and in accordance with County requirements. Although the acreage of impacts to fallow agriculture and desert saltbrush would be reduced, the applicant will provide a 435-acre biological open space easement as required for the 643-acre Proposed Project in the Draft EIR.

9) Significant Effect: Impact BI-JAR-1 – Short-term, construction-related, or temporary direct impacts to jurisdictional aquatic resources would primarily result from construction activities, like clearing, trampling, or grading outside of designated construction zones. These potential impacts could damage individual plants and alter their ecosystem, creating gaps in vegetation that allow non-native plant species to become established, thus increasing soil compaction and leading to soil erosion.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1, M-BI-2, M-BI-7, M-BI-8, M-BI-9, M-AQ-2, and M-WF-2 were proposed to mitigate the significance of Impact BI-JAR-1. M-BI-1 would require the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of grading are adjacent to sensitive vegetation communities or other biological resources. M-BI-7 requires the Project biologist to verify the biological measures identified in the Stormwater Pollution Prevention Plan are implemented, including, among other activities, that construction activity is located outside of jurisdictional waters, that no equipment maintenance is performed within or near jurisdictional waters, and that no invasive plant species are planted or seeded on the Project site. M-BI-8 requires the implementation of certain measures to mitigate impacts caused by weed control treatments. M-BI-9 requires the Project's landscape plans to not use any invasive plant species, and for the plant palette to be composed of native species that do not require high irrigation rates. M-AQ-2 requires the preparation of a Fugitive Dust Control Plan to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, and which will include specified fugitive dust measures to minimize PM_{10} emissions. M-WF-2 would require the implementation of the measures identified in the Construction Fire Protection Plan during the construction phase of the Project, such as risk reduction measures, daily fire prevention measures, and red flag warning protocols.

Rationale: With implementation of these mitigation measures, the Project would ensure short-term direct impacts from construction activities to jurisdictional aquatic resources at the edge of the development footprint and outside the development footprint would be reduced to less than significant.

Significant Effect: Impact BI-JAR-2 – Potential short-term or temporary indirect impacts to jurisdictional aquatic resources in the Project site would primarily result from construction activities and include impacts related to or resulting from the generation of fugitive dust; changes in hydrology resulting from construction, including sedimentation and erosion; and the introduction of chemical pollutants, including herbicides.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1, M-BI-2, M-BI-7, M-BI-8, M-BI-9, M-AQ-2, and M-WF-2 were proposed to mitigate the significance of Impact BI-JAR-2. M-BI-1 would require the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of

grading are adjacent to sensitive vegetation communities or other biological resources. M-BI-7 requires the Project biologist to verify the biological measures identified in the Stormwater Pollution Prevention Plan are implemented, including, among other activities, that construction activity is located outside of jurisdictional waters, that no equipment maintenance is performed within or near jurisdictional waters, and that no invasive plant species are planted or seeded on the Project site. M-BI-8 requires the implementation of certain measures to mitigate impacts caused by weed control treatments. M-BI-9 requires the Project's landscape plans to not use any invasive plant species, and for the plant palette to be composed of native species that do not require high irrigation rates. M-AQ-2 requires the preparation of a Fugitive Dust Control Plan to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, and which will include specified fugitive dust measures to minimize PM_{10} emissions. M-WF-2 would require the implementation of the measures identified in the Construction Fire Protection Plan during the construction phase of the Project, such as risk reduction measures, daily fire prevention measures, and red flag warning protocols.

Rationale: With implementation of these mitigation measures, the Project would ensure short-term indirect impacts from construction activities to jurisdictional aquatic resources at the edge of the development footprint and outside the development footprint would be reduced to less than significant.

10) Significant Effect: Impact BI-JAR-3 – Long-term or permanent indirect impacts could result from the proximity of the Project to jurisdictional aquatic resources after construction, such as generation of fugitive dust, chemical pollutants, altered hydrology, non-native invasive species, increased human activity, and alteration of the natural fire regime.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-3, M-BI-4, M-BI-8, M-BI-9, and M-WF-1 were proposed to mitigate the significance of Impact BI-JAR-3. M-BI-3 would preserve in permanent open space (435 acres) a substantial amount of acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site (based on County Requirements). M-BI-4 would require the preparation and County approval of a Resource Management Plan to manage the lands preserved under M-BI-3. M-BI-8 requires the implementation of certain measures to mitigate impacts caused by weed control treatments. M-BI-9 requires the Project's landscape plans to not use any invasive plant species, and for the plant palette to be composed of native species that do not require high irrigation rates. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things.

Rationale: The implementation of these mitigation measures would ensure the Project reduces to a less than significant level any long-term indirect impacts to jurisdictional

aquatic resources through the preservation and management of a substantial amount of onsite acreage of such resources, sensitive vegetation communities, special-status plant species, and habitat for special-status species on site and in accordance with County requirements. Further, these mitigation measures would reduce any impacts to jurisdictional aquatic resources caused by project operations and onsite personnel.

11) Significant Effect: Impact BI-V-3 – Potential short-term or temporary indirect impacts to sensitive vegetation communities within the Project site would primarily result from construction activities and include adverse edge effects on adjacent undeveloped lands or other natural habitat areas related to or resulting from the generation of fugitive dust; changes in hydrology resulting from construction, including sedimentation and erosion; and the introduction of chemical pollutants, including herbicides.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-1, M-BI-2, M-BI-7, M-BI-8, and M-AQ-2 were proposed to mitigate the significance of Impact BI-V-3. M-BI-1 would require the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of grading are adjacent to sensitive vegetation communities or other biological resources. M-BI-7 requires the Project biologist to verify the biological measures identified in the Stormwater Pollution Prevention Plan are implemented, including, among other activities, that construction activity is located outside of jurisdictional waters, that no equipment maintenance is performed within or near jurisdictional waters, and that no invasive plant species are planted or seeded on the Project site. M-BI-8 requires the implementation of certain measures to mitigate impacts caused by weed control treatments. M-AQ-2 requires the preparation of a Fugitive Dust Control Plan to demonstrate compliance with San Diego Air Pollution Control District Rule 55 and County Code Section 87.428, and which will include specified fugitive dust measures to minimize PM_{10} emissions.

Rationale: With implementation of these mitigation measures, the Project would ensure short-term indirect impacts from construction activities to sensitive vegetation communities at the edge of the development footprint and outside the development footprint would be reduced to less than significant.

12) Significant Effect: Impact BI-V-4 – Long-term or permanent indirect impacts could result from the proximity of the Project to sensitive vegetation after construction (e.g., maintenance of roads, fencing, and landscaping). Permanent direct impacts that could affect sensitive vegetation communities on undeveloped land or other natural habitat areas adjacent to construction activities as a result of adverse edge effects include generation of fugitive dust, chemical pollutants, altered hydrology, non-native invasive species, increased human activity, and alteration of the natural fire regime.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-BI-3, M-BI-4, M-BI-8, M-BI-9, and M-WF-1 were proposed to mitigate the significance of Impact BI-V-4. M-BI-3 would preserve in permanent open space (435 acres) a substantial amount of acreage of sensitive vegetation communities, special-status plant species, and habitat for special-status species on site (based on County Requirements). M-BI-4 would require the preparation and County approval of a Resource Management Plan to manage the lands preserved under M-BI-3. M-BI-8 requires the implementation of certain measures to mitigate impacts caused by weed control treatments. M-BI-9 requires the Project's landscape plans to not use any invasive plant species, and for the plant palette to be composed of native species that do not require high irrigation rates. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things.

Rationale: The implementation of these mitigation measures would ensure the Project reduces to a less than significant level any indirect, long-term impacts to sensitive vegetation through the preservation and management of a substantial amount of onsite acreage of such resources, sensitive vegetation communities, special-status plant species, and habitat for special-status species on site and in accordance with County requirements. Further, these mitigation measures would reduce any impacts to sensitive vegetation caused by Project operations and onsite personnel.

Significant Effect: Impact BI-WLC-3 – Short-term, construction-related, or temporary indirect impacts to avian foraging, and wildlife access to foraging, or nesting would result from construction activities. Indirect impacts to sensitive bird species may occur if clearing of vegetation is conducting during the nesting season for Migratory Bird Treaty Act protected species (generally January 15 through August 31).

Finding: Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation Measures M-BI-1, M-BI-2, M-BI-5, M-BI-7, and M-BI-11 were proposed to mitigate the significance of Impact WLC-3. M-BI-1 would require the Project applicant to retain a County-approved biologist to conduct biological monitoring during all grading, clearing, grubbing, trenching, and construction activities. The measure also requires the biologist to submit a final biological monitoring report to confirm the monitoring occurred as specified. M-BI-2 would require the installation of temporary fencing prior to the issuance of permits where the limits of grading are adjacent to sensitive vegetation communities or other biological resources. M-BI-5 requires the Project applicant to only remove habitat that supports active nests for raptors and/or any migratory birds protected under the Migratory Bird Treaty Act and California Fish and Game Code outside the nesting season (January 15 through August 31). If construction must occur during the nesting season, the Project applicant must submit to the County,

California Department of Fish and Wildlife, and the United States Fish and Wildlife Service a Nesting Bird Management, Monitoring and Report Plan to address avoidance of impacts to nesting birds, and conduct preconstruction nesting bird surveys. The measure also requires take avoidance surveys to detect the presence of burrowing owls prior to construction activities and, if burrowing owls are detected during the breeding season, the preparation and approval of a Burrowing Owl Management Plan. M-BI-7 requires the Project biologist to verify the biological measures identified in the Stormwater Pollution Prevention Plan are implemented, including, among other activities, that construction activity is located outside of jurisdictional waters, that no equipment maintenance is performed within or near jurisdictional waters, and that no invasive plant species are planted or seeded on the Project site. M-BI-11 requires the Project applicant to undertake noise reduction measures for construction-related activities that are excessively noisy and which are adjacent to breeding/nesting areas.

Rationale: With implementation of these mitigation measures, the Project would ensure short-term indirect impacts from construction activities to avian foraging, and wildlife access to foraging, or nesting at the edge of the development footprint and outside the development footprint would be reduced to less than significant.

D. Cultural Resources (Section 2.4 Cultural Resources and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact CR-1 – Project construction and decommissioning activities have the potential to affect undiscovered cultural resources on-site, known cultural resources within 50 feet of the Project's area of direct impact, or known cultural resources within resource-specific predetermined buffers that may qualify as significant under the County Guidelines.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-CR-1, M-CR-2, M-CR-3, and M-CR-4 were proposed to mitigate the significance of Impact CR-1. M-CR-1 requires temporary fencing to be installed where cultural resources are located within 50 feet of the Project area of direct impact to prevent inadvertent disturbance of archaeological sites. M-CR-2 requires the Project applicant to implement an archaeological monitoring program and potential data recovery program, pursuant to the County Guidelines, to mitigate potential impacts to any undiscovered, buried archeological resources within the Project area of direct impact, as well as known archaeological resources. M-CR-3 requires the preparation and approval of a Cultural Resources Treatment Agreement and Preservation Plan to, among other things, assign responsibilities for monitoring and reporting during the Project's construction. M-CR-4 also requires all operation, maintenance, and decommissioning activities to be performed within the Project area of direct impact, and to require temporary fencing during decommissioning activities to delineate the area of direct impact.

Rationale: Potential impacts to cultural resources would be potentially significant. With M-CR-1 and M-CR-4, the Project would reduce potentially significant impacts to known and unknown archaeological and cultural resources outside of the Project's area of direct impact during construction and decommissioning activities. Similarly, with M-CR-2 and M-CR-3, the Project would reduce impacts to known and unknown archaeological and/or cultural deposits in the Project area of direct impact during construction activities. The Project area of disturbance for the solar facility and water main realignment totals 607.1 acres. The Project would reduce the area of direct impact by 18.9 acres and avoid two isolates as compared to the Proposed Project described in the FEIR. Thus, the Project would slightly reduce potential impacts to undiscovered cultural resources and undiscovered human remains as compared to the Proposed Project in the FEIR.

2) Significant Effect: Impact CR-2 – Absent archaeological monitoring, Project construction and decommissioning activities could result in impacts to undiscovered human remains through pre-construction and ground-disturbing activities.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-CR-2 and M-CR-3 were proposed to mitigate the significance of Impact CR-2. M-CR-2 requires the Project applicant to implement an archaeological monitoring program and potential data recovery program, pursuant to the County Guidelines, to mitigate potential impacts to any undiscovered, buried archeological resources within the Project area of direct impact, as well as known archaeological resources. M-CR-3 requires the preparation and approval of a Cultural Resources Treatment Agreement and Preservation Plan to, among other things, assign responsibilities for monitoring and reporting during the Project's construction.

Rationale: The Project would impact a total area of 607.1 acres. Potential impacts to cultural resources would be potentially significant. With implementation of M-CR-2 and M-CR-3, which detail requirements for the monitoring, reporting, and treatment of human remains if discovered on the Project site, the Project would reduce any potential impacts to undiscovered human remains during construction and decommissioning activities. The Project would reduce the area of direct impact by 18.9 acres and avoid two isolates as compared to the Proposed Project in the FEIR. Thus, the Project would slightly reduce potential impacts to undiscovered cultural resources and undiscovered human remains as compared to the Proposed Project in the FEIR.

E. <u>Geology and Soils</u> (Section 2.5 Geology, Soils and Seismicity)

1) Significant Effect: Impact GEO-1 – The Project may create a potentially significant impact associated with ground failure due to liquefaction, seismically induced settlement, and/or lateral ground spread that could result in the collapse of a structure.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measure M-GEO-1 was proposed to mitigate the significance of Impact GEO-1. M-GEO-1 requires the Project applicant to retain a California Certified Engineering Geologist to perform a detailed site-specific subsurface report or preliminary geotechnical investigation, consistent with the California Building Code, which will include, if necessary, recommendations to ensure that construction of the Project does not result in substantial liquefaction, subsidence, or seismic-related ground failure due to lateral spread.

Rationale: This impact would be potentially significant. With implementation of M-GEO-1, the Project would conduct a study and undertake recommendations to ensure any potentially significant impact associated with ground failure due to liquefaction, seismically induced settlement, and/or lateral ground spread that could result in the collapse of a structure is reduced to less than significant. The Project would reduce the impact area by 18.9 acres compared to the Proposed Project in the FEIR and, as such, would slightly reduce the Project's potential significant impact related to ground failure.

2) Significant Effect: **Impact GEO-2** – The Project site is not located in an area identified as having expansive soils as determined by the County's Geologic Hazards Guidelines. However, the Preliminary Geotechnical Evaluation found that a more comprehensive evaluation of the soils underlying the Project site would be needed to determine the soil expansion risk and to ensure that potentially expansive soils, if encountered, are adequately addressed.

Finding: Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation M-GEO-1 was proposed to mitigate the significant of Impact M-GEO-2. M-GEO-1 requires the Project applicant to retain a California Certified Engineering Geologist to perform a detailed site-specific subsurface report or preliminary geotechnical investigation, consistent with the California Building Code, which will include, if necessary, recommendations to ensure that construction of the Project does not result in substantial liquefaction, subsidence, or seismic-related ground failure due to lateral spread.

Rationale: The Project totals approximately 607 acres, which includes the 604-acre solar facility and the 3-acre water main realignment. This impact would remain potentially significant. With implementation of M-GEO-1, the Project would conduct a study and undertake recommendations to ensure any potentially significant impact associated with expansive soils is reduced to less than significant. The Project would reduce the impact area of the solar facility by 18.9 acres as compared to the Proposed Project in the FEIR, and, as such, would slightly reduce the Project's potential significant impact related to expansive soils.

F. **Hazards and Hazardous Materials** (Section 2.6 Hazards and Hazardous Materials and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact HAZ-1 – While the Project has been designed to minimize the risk of fire hazards to the extent feasible and will have minimal occupation during operation, the Project does propose new electrical equipment that could exacerbate wildfire risks and thereby expose Project occupants to a risk of loss, injury or death involving wildland fires.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-WF-1 and M-WF-3 were proposed to mitigate the significance of impact M-HAZ-1. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things. M-WF-3 would require the Project applicant to enter into a Fire Protection and Mitigation Agreement with the San Diego County Fire Protection District (SDCFPD) to make a fair share contribution to local emergency response capabilities. The funding will be used by the SDCFPD to mitigate risks of wildfires and to enhance fire suppression and emergency service capabilities for the Project and the southeast portion of CSA 135.

Rationale: The Project includes a 604-acre solar energy generation and storage facility. The Project would provide an additional 300-foot buffer between the Project and adjacent residential uses within the community of Jacumba Hot Springs, as compared to the Proposed Project in the FEIR. This would slightly reduce wildfire risks. However, potential impacts related to operational-related wildfire hazards would remain potentially significant. With M-WF-1, the Project would implement a Fire Protection Plan, which would ensure compliance with applicable fire codes and wildfire-related regulations and provides fire protection measures to minimize fire risk. The Fire Protection Plan also includes a Technical Report for Fire Personnel to provide information for responding personnel about the potential site risks and what strategies, tools and equipment, and precautions are required for safely responding to emergencies. Additionally, through M-WF-3, the Project applicant will provide funding for firefighting and emergency resources. These measures would reduce any impact caused by exposure to wildfire risks to less than significant.

2) Significant Effect: Impact HAZ-2 – An increase in the risk of wildland fire on the Project site would occur during construction and decommissioning when there is the largest amount of fuel on the site and increased activity combined with a greater number of ignition sources. As such, the Project construction and decommissioning could expose people or structures to a significant risk of loss, injury or death involving wildland fires.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measure M-WF-2 was proposed to mitigate the significance of Impact HAZ-2. M-WF-2 would require the implementation of the measures identified in the Construction Fire Protection Plan during the construction phase of the Project, such as risk reduction measures, daily fire prevention measures, and red flag warning protocols.

Rationale: The Project would be setback 300 feet further from the residential receivers in the Jacumba Hot Springs community as compared to the Proposed Project in the FEIR and would reduce the overall construction area by approximately 18.9 acres, which would slightly reduce wildfire risks during construction. However, potential impacts related to construction-related wildfire hazards would remain potentially significant. With implementation of M-WF-2, the Project would implement a Construction Fire Protection Plan, which requires specific risk reduction measures and daily fire prevention measures to be implemented during construction and decommissioning activities. These measures would reduce any impact caused by exposure to wildland fires to less than significant.

3) Significant Effect: Impact HAZ-CU-1 – Wildfire risks in the Project vicinity are determined to be likely occurrences. Further, it is possible that construction schedules for other projects, should they be approved, would overlap with the Project's construction schedule. Given the Project will introduce potential ignition sources and additional electrical equipment that does not currently exist on site, the Project, in combination with cumulative projects, would result in a cumulatively considerable impact to wildfire hazards.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-WF-1, M-WF-2, and M-WF-3 were proposed to mitigate the significance of Impact HAZ-CU-1. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things. M-WF-2 would require the implementation of the measures identified in the Construction Fire Protection Plan during the construction phase of the Project, such as risk reduction measures, daily fire prevention measures, and red flag warning protocols. M-WF-3 would require the Project applicant to enter into a Fire Protection and Mitigation Agreement with the San Diego County Fire Protection District (SDCFPD) to make a fair share contribution to local emergency response capabilities. The funding will be used by the SDCFPD to mitigate risks of wildfires and to enhance fire suppression and emergency service capabilities for the Project and the southeast portion of CSA 135.

Rationale: The Project would be setback 300 feet further from residential properties in the Jacumba Hot Springs community as compared to the Proposed Project in the FEIR and would reduce the overall construction area by approximately 18.9 acres, which would slightly reduce wildfire risks during construction. However, potential impacts related to

cumulative wildfire hazards would remain potentially significant. With implementation of M-WF-1, the Project would implement a Fire Protection Plan, which would ensure compliance with applicable fire codes and wildfire-related regulations and provides fire protection measures to minimize fire risk. The Fire Protection Plan also includes a Technical Report for Fire Personnel to provide information for responding personnel about the potential site risks and what strategies, tools and equipment, and precautions are required for safely responding to emergencies. Additionally, through M-WF-3, the Project applicant will provide funding for firefighting and emergency resources. With M-WF-2, the Project would implement a Construction Fire Protection Plan, which requires specific risk reduction measures and daily fire prevention measures to be implemented during construction and decommissioning activities. These measures would reduce any cumulative impact caused by the Project with respect to wildland fires to less than significant.

G. **Hydrology and Water Quality** (Section 2.7 Hydrology and Water Quality and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact HYD-1 – The Project's perimeter fencing would cross ephemeral washes at a perpendicular angle, and potentially trap sediment and detritus during heavy rainfall. Sediment, detritus and/or other debris that becomes trapped on one side of the perimeter fencing during high flows could cause flow to back-up behind the impediment, potentially redirecting and/or concentrating flow outside the boundaries of currently mapped washes. It could result in additional scour and/or sedimentation that would not have otherwise occurred absent the perimeter fencing. Accordingly, the Project would lead to a potentially significant impact by substantially altering the existing drainage pattern or floodway of the site or area in a manner which would result in substantial erosion or siltation on or off site.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measure M-HYD-1 was proposed to mitigate the significance of Impact HYD-1. The measure requires the Project applicant to demonstrate to the satisfaction of the County DPW Flood Control, through hydrologic and hydraulic analyses, that the design features for the perimeter fencing avoids the blockage and/or redirection of storm flows resulting from the accumulation of debris and/or detritus at wash crossings.

Rationale: With implementation of M-HYD-1, the Project applicant shall ensure through County approval that the Project's perimeter fencing would not result in the blockage and/or redirection of storm flows that would alter drainage patterns and/or block or redirect flood flows on the Project site.

H. **Noise** (Section 2.9 Noise and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact NOI-1 – The predicted noise levels associated with operation of on-site stationary equipment as currently shown in the Project plot plans,

including the photovoltaic panel array, inverter/transformer platforms, battery container cooling systems, and the collector substation, received at noise sensitive land uses would not result in exceedance of the County's noise standards. However, if the layout and/or types of stationary equipment of the Project were to change from what is currently planned, the stationary operational noise levels from the Project may have the potential to exceed the County's noise standards.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measure M-NOI-1 was proposed to mitigate the significance of Impact NOI-1. Prior to making any changes or modifications to the Project's equipment or design, the Project applicant must submit an acoustical analysis report demonstrating the Project's compliance with applicable County noise standards.

Rationale: The Project is a 604-acre solar energy generation and storage facility. The Project would include an additional 300-foot buffer between the Project and the adjacent properties in the Jacumba Hot Springs community, compared to the Proposed Project in the FEIR. As noise attenuates over distance, this buffer would reduce noise impacts to these properties. However, noise impacts would remain potentially significant. With implementation of M-NOI-1, the Project applicant would ensure that noise generated by operational equipment would not exceed County standards in the event the equipment or Project layout is modified. This measure would ensure that any operational noise impacts generated by the Project remain less than significant.

2) Significant Effect: Impact NOI-2 – The Project's PV panel washing operations is not expected to exceed the County's noise standards. However, were the Project to change its layout, there is the potential for PV solar panel arrays to be re-located nearer to receiving property lines and consequently increase predicted noise levels from the PV panel washing activity. Further, if the quieter panel washing equipment were utilized for an extended period of time at a particular property boundary line, the activity could generate noise levels in excess of those modelled in the AAR. Hence, the Proposed Project has the potential to have significant operational noise impacts with respect to these mobile sources.

Finding: Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measure M-NOI-2 was proposed to mitigate the significance of Impact NOI-2. The measure requires the preparation of a PV Panel Washing Plan prior to any panel washing, which establishes restrictions on panel washing operations to achieve compliance with the County's noise standards.

Rationale: The Project includes an increased buffer of 300 feet between the solar facility and the adjacent properties in the Jacumba Hot Springs community, north of Old Highway 80, compared to the Proposed Project in the FEIR. The increased increased setback would provide a greater noise buffer from sensitive land uses (i.e. residential properties) as compared to the Proposed Project in the FEIR during construction and operations. As noise

attenuates over distance, this buffer would reduce noise impacts to these properties. However, noise impacts would remain potentially significant. With implementation of M-NOI-2, the Project applicant would ensure that noise generated by panel washing operations would not exceed County standards and that any potentially significant impact caused by such operations is reduced to less than significant.

3) Significant Effect: Impact NOI-3 – The predicted 8-hour L_{eq} values during construction and decommissioning at the property line adjoining the nearest noise sensitive land use are estimated to range from 31 dBA to 75 dBA depending on phase, activity, and sound propagation distance. Under these conditions, noise exposures from construction and decommissioning activities involving conventional heavy equipment and processes would comply with the County's 8-hour 75 dBA L_{eq} standard at the property lines. However, if actual conditions were to be different from these predictions (i.e., should Project construction phases or other activities overlap in schedule or otherwise occur concurrently), the Project may exceed the 8-hour L_{eq} County threshold at the Project boundary and impacts may be potentially significant.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measure M-NOI-3 was proposed to mitigate the significance of Impact NOI-3. Prior to construction and decommissioning, the Project applicant is required to prepare, and the County is required to review and approve, a Construction Noise Management Plan to establish construction activity restrictions in order to reliably achieve compliance with the County's 8-hour 75 dBA L_{eq} standard at the Project property lines adjoining existing occupied properties.

Rationale: The Project would include a 300-foot buffer between the solar facility and the adjacent properties in the Jacumba Hot Springs community, north of Old Highway 80, compared to the Proposed Project in the FEIR. The increased setback would provide a greater noise buffer from sensitive land uses (i.e. residential properties) as compared to the Proposed Project in the FEIR. during construction and operations. As noise attenuates over distance, this buffer would reduce noise impacts to these properties. However, noise impacts would remain potentially significant. With implementation of M-NOI-3, the Project applicant would ensure that noise generated by construction and decommissioning would not exceed County standards and that any potentially significant impact caused by construction is reduced to less than significant.

I. <u>Paleontological Resources</u> (Section 2.10 Paleontological Resources and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact PR-1 – The majority of the Project site is mapped as having "low" paleontological resource potential. However, there are portions of the site along the eastern and western Project boundaries that are mapped as having "high" and "moderate" potential for paleontological resources. Because the Project would include grading in excess of 2,500 cubic yards, the Project's construction could result in disturbance to the substratum or parent material below the major soil horizons in a

paleontologically sensitive area of the County and result in a potentially significant impact to paleontological resources.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measure M-PR-1 was proposed to mitigate the significance of Impact PR-1. The mitigation measure requires the project applicant to prepare, for County review and approval, a Paleontological Resources Monitoring Plan prior to commencement of any grading activity on site. The program shall include construction activity restrictions to protect any paleontological resources discovered on site during construction activities.

Rationale: The Project would disturb a total area of 607 acres. This impact would be potentially significant. With implementation of M-PR-1, the Project applicant would ensure that any paleontological resources discovered on site would be identified and addressed appropriately, and thereby lessen any potential impact to the resources to a less than significant level. The Project would slightly reduce the area of impact by 18.9 acres as compared to the Proposed Project in the FEIR, and thereby slightly reduce the potential impacts to paleontological resources.

J. **Tribal Cultural Resources** (Section 2.11 Tribal Cultural Resources and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact TCR-1 – No tribal cultural resources have been identified that would be impacted by the Project. However, there is the potential for inadvertent discovery of tribal cultural resources, including human remains, previously unknown as a result of the historic and ongoing tribal use of the Project site, as well as indirect impacts as a result of increased access to the area. Further, there are archaeological sites located in the Project's area of direct impact that are not considered eligible California Register of Historic Resources or the National Register of Historic Places. However, the County considers all cultural resources as important. Accordingly, Project construction and decommissioning could have a potentially significant impact with respect to known and unknown tribal cultural resources.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-TCR-1, M-TCR-2, and M-TCR-3 were proposed to mitigate the significance of Impact TCR-1. M-TCR-1 requires the Project applicant to install temporary fencing prior to the commencement of any grading and/or clearing in association with the grading and/or improvement plan to protect archaeological sites or portions of sites adjacent to the Project's area of direct impact. M-TCR-2 requires the preparation and implementation of an archaeological and tribal monitoring program and potential data recovery program to mitigate for potential impacts to undiscovered, buried tribal cultural resources. And M-TCR-3 requires all operation and maintenance and decommissioning activities to occur within the Project area of direct impact, and the

installation of temporary fencing during decommissioning activities to delineate the area of direct impact.

Rationale: This impact would remain potentially significant. With implementation of M-TCR-1 and M-TCR-3, the Project applicant would ensure that any tribal cultural resources outside of the area of direct impact would not be impacted by the Project. With implementation of M-TCR-2, the Project applicant would ensure that any tribal cultural resources discovered on site would be identified and addressed appropriately, and thereby lessen any potential impact to the resources to a less than significant level.

K. **Wildfire** (Section 2.12 Wildfire and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact WF-1 – While the Project has been designed to minimize the risk of fire hazards to the extent feasible and will have minimal occupation during operation, the Project proposes new electrical equipment that could exacerbate wildfire risks and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. These operations-related wildfire risks would create a potentially significant impact with respect to wildfire risks.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-WF-1 and M-WF-3 were proposed to mitigate the significance of Impact WF-1. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things. M-WF-3 would require the Project applicant to enter into a Fire Protection and Mitigation Agreement with the San Diego County Fire Protection District (SDCFPD) to make a fair share contribution to local emergency responsible capabilities. The funding will be used by the SDCFPD to mitigate risks of wildfires and to enhance fire suppression and emergency service capabilities for the Project and the southeast portion of CSA 135.

Rationale: The Project would provide a 300-foot buffer between the Project and adjacent residential properties within the community of Jacumba Hot Springs, north of Old Highway 80, which would slightly reduce wildfire risks in comparison to the Proposed Project in the FEIR. However, potential impacts related to wildfire would remain potentially significant. With implementation of M-WF-1, the Project applicant would ensure compliance with applicable fire codes, provide information as to potential hazards with responding to an emergency at a solar facility, and incorporate fire protection measures at the Project site to minimize fire risk. With implementation of M-WF-3, the Project applicant would provide funding to the San Diego County Fire Protection District (SDCFPD) to ensure the County's firefighting agencies are able to perform their mission into the future at levels consistent with the General Plan.

2) Significant Effect: Impact WF-2 – During Project construction and decommissioning, there would be increased human activity and ignition sources on the Project site, including equipment that could create a spark, be a source of heat, or lack flammable materials on the Project site. These construction and decommissioning-related wildfire risks would create a potentially significant impact with respect to wildfire risks.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measure M-WF-2 was proposed to mitigate the significance of Impact WF-2. M-WF-2 measure would require the implementation of the measures identified in the Construction Fire Protection Plan during the construction phase of the Project, such as risk reduction measures, daily fire prevention measures, and red flag warning protocols.

Rationale: The Project would provide a 300-foot buffer between the Project and adjacent residential uses within the community of Jacumba Hot Springs, north of Old Highway 80, which would slightly reduce wildfire risks in comparison to the Proposed Project in the FEIR. However, potential impacts related to wildfire would remain potentially significant. With implementation of M-WF-2, the Project applicant would implement measures to reduce the risk of wildfire during Project construction and decommissioning to a less than significant level.

3) Significant Effect: Impact WF-3 – Although the Project has been designed to minimize wildfire risk, the Project's installation of a solar energy generation and storage facility, and associate infrastructure, would exacerbate fire risk in the Project area.

Finding: Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-WF-1 and M-WF-3 were proposed to mitigate the significance of Impact WF-3. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things.) M-WF-3 would require the Project applicant to enter into a Fire Protection and Mitigation Agreement with the San Diego County Fire Protection District (SDCFPD) to make a fair share contribution to local emergency responsible capabilities. The funding will be used by the SDCFPD to mitigate risks of wildfires and to enhance fire suppression and emergency service capabilities for the Project and the southeast portion of CSA 135.

Rationale: The Project would provide a 300-foot buffer between the Project and adjacent residential uses within the community of Jacumba Hot Springs, which would slightly reduce wildfire risks in comparison to the Proposed Project in the FEIR. However, potential impacts related to wildfire would remain potentially significant. With M-WF-1, the Project

applicant would ensure compliance with applicable fire codes, provide information as to potential hazards with responding to an emergency at a solar facility, and incorporate fire protection measures at the Project site to minimize fire risk. With implementation of M-WF-3, the Project applicant would provide funding to the San Diego County Fire Protection District to ensure the County's firefighting agencies are able to perform their mission into the future at levels consistent with the General Plan.

4) Significant Effect: Impact WF-CU-1 – The Project is estimated to add fewer than 0.2 calls per year to Jacumba Fire Station 43 and the co-located CAL FIRE and County Boulevard Fire Station 47 during operation of the Project facilities. In combination with the cumulative projects in the study area, however, the Project could create a cumulatively considerable impact to an adopted emergency response plan.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-WF-1, M-WF-2, and M-WF-3 were proposed to mitigate the significance of Impact WF-CU-1. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things. M-WF-2 would require the implementation of the measures identified in the Construction Fire Protection Plan during the construction phase of the Project, such as risk reduction measures, daily fire prevention measures, and red flag warning protocols. M-WF-3 would require the Project applicant to enter into a Fire Protection and Mitigation Agreement with the San Diego County Fire Protection District (SCFPD) to make a fair share contribution to local emergency response capabilities. The funding will be used by the SDCFPD to mitigate risks of wildfires and to enhance fire suppression and emergency service capabilities for the Project and the southeast portion of CSA 135.

Rationale: The Project would provide a 300-foot buffer between the solar facility and adjacent residential properties within the community of Jacumba Hot Springs, north of Old Highway 80, which would slightly reduce wildfire risks in comparison to the Proposed Project in the FEIR. However, potential cumulative impacts related to wildfire would remain potentially significant. With implementation of M-WF-1, the Project applicant would ensure compliance with applicable fire codes, provide information as to potential hazards with responding to an emergency at a solar facility, and incorporate fire protection measures at the Project site to minimize fire risk. With implementation of M-WF-2, the Project applicant would implement measures to reduce the risk of wildfire during Project construction and decommissioning to a less than significant level. And with implementation of M-WF-3, the Project applicant would provide funding to the San Diego County Fire Protection District to ensure the County's firefighting agencies are able to perform their mission into the future at levels consistent with the General Plan. These measures would reduce any cumulative impact to emergency response and emergency evacuation plans to a less than significant level.

5) Significant Effect: Impact WF-CU-2 – The Project's construction, operation, and decommissioning, as well as the construction and operation for other projects in the area, would introduce potential ignition sources and additional electrical equipment, which potentially exacerbates wildfire risks in the Project area, particularly with off-site flammable vegetation and during high wind conditions.

Finding: Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-WF-1, M-WF-2, and M-WF-3 were proposed to mitigate the significance of Impact WF-CU-2. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things. M-WF-2 would require the implementation of the measures identified in the Construction Fire Protection Plan during the construction phase of the Project, such as risk reduction measures, daily fire prevention measures, and red flag warning protocols. M-WF-3 would require the Project applicant to enter into a Fire Protection and Mitigation Agreement with the San Diego County Fire Protection District (SDCFPD) to make a fair share contribution to local emergency response capabilities. The funding will be used by the SDCFPD to mitigate risks of wildfires and to enhance fire suppression and emergency service capabilities for the Project and the southeast portion of CSA 135.

Rationale: The Project would provide a 300-foot buffer between the solar facility and adjacent residential properties within the community of Jacumba Hot Springs, north of Old Highway 80, which would slightly reduce wildfire risks in comparison to the Proposed Project to the FEIR. However, potential cumulative impacts related to wildfire would remain potentially significant. With implementation of M-WF-1, the Project applicant would ensure compliance with applicable fire codes, provide information as to potential hazards with responding to an emergency at a solar facility, and incorporate fire protection measures at the Project site to minimize fire risk. With implementation of M-WF-2, the Project applicant would implement measures to reduce the risk of wildfire during Project construction and decommissioning to a less than significant level. And with implementation of M-WF-3, the Project applicant would provide funding to the San Diego County Fire Protection District to ensure the County's firefighting agencies are able to perform their mission into the future at levels consistent with the General Plan. These measures would reduce any cumulative impact to wildfire risk to a less than significant level.

Significant Effect: Impact WF-CU-3 – The Project and other potential projects occurring in the area would place new electrical equipment and infrastructure in a high wildfire risk location. Accordingly, the Project would result in a potential cumulative significant impact with respect to exacerbating wildfire risk in the Project area.

Finding: Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

Mitigation Measures: Mitigation measures M-WF-1, M-WF-2, and M-WF-3 were proposed to mitigate the significance of Impact WF-CU-3. M-WF-1 would require the Project applicant to implement the measures identified in a Fire Protection Plan to address identified potential fire hazards on the site. The Plan would include provisions for fuel modification on the Project site, a training program for firefighting response to the Project site, design for emergency access, and provision of water tanks and fire extinguishers on the Project site, among other things. M-WF-2 would require the implementation of the measures identified in the Construction Fire Protection Plan during the construction phase of the Project, such as risk reduction measures, daily fire prevention measures, and red flag warning protocols. M-WF-3 would require the Project applicant to enter into a Fire Protection and Mitigation Agreement with the San Diego County Fire Protection District (SDCFPD) to make a fair share contribution to local emergency response capabilities. The funding will be used by the SDCFPD to mitigate risks of wildfires and to enhance fire suppression and emergency service capabilities for the Project and the southeast portion of CSA 135.

Rationale: The Project would provide a 300-foot buffer between the solar facility and adjacent residential properties within the community of Jacumba Hot Springs, north of Old Highway 80, which would slightly reduce wildfire risks than in comparison to the Proposed Project in the FEIR. However, potential cumulative impacts related to wildfire would remain potentially significant. With implementation of M-WF-1, the Project applicant would ensure compliance with applicable fire codes, provide information as to potential hazards with responding to an emergency at a solar facility, and incorporate fire protection measures at the Project site to minimize fire risk. With implementation of M-WF-2, the Project applicant would implement measures to reduce the risk of wildfire during Project construction and decommissioning to a less than significant level. And with implementation of M-WF-3, the Project applicant would provide funding to the San Diego County Fire Protection District to ensure the County's firefighting agencies are able to perform their mission into the future at levels consistent with the General Plan. These measures would reduce any cumulative impact to wildfire risk as a result of the Project's infrastructure to a less than significant level.

III. POTENTIALLY SIGNIFICANT IMPACTS THAT CANNOT BE MITIGATED BELOW A LEVEL OF SIGNIFICANCE (CEQA GUIDELINES § 15091(A)(3))

Pursuant to Section 21081(a) of the Public Resources Code and Section 15091(a)(3) of the State CEQA Guidelines, the County of San Diego Planning Commission finds that, for each of the following significant effects, specific economic, legal, social, technological, or other considerations, including provisions of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the FEIR. These findings are explained below and are supported by substantial evidence in the record of proceedings.

A. Aesthetics (Section 2.1 Aesthetics and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact AE-1 - Alteration of the visual landscape with an approximately 604-acre solar facility which includes repeating uniformly dark solar panels, and inverters, battery storage units, and gen-tie lines would not be consistent with the predominant colors displayed by features in the existing landscape and the small town character of Jacumba.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: Mitigation measures M-AE-1, M-AE-2, M-AE-3, M-AE-5 and M-AE-6 were proposed to mitigate the significance of Impact AE-1. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. M-AE-3 requires all new transmission line conductors to be non-reflective in design. M-AE-5 requires the project proponent to install landscaping to provide visual screening of the solar facility. And M-AE-6 requires tan-colored slats or screening to be installed along specific segments of the Project perimeter fence in specified sections. Note that M-AE-4 proposed a buffer area of 75 feet from residential property lines to solar panels on the western Project boundary. With selection of the Community Buffer Alternative, this mitigation measure would no longer be required as the Project would be setback 300 feet from the residential property lines on the western Project boundary.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-1 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300-foot setback required by the Project than in comparison to the Proposed Project in the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely result in significant and unmitigable impacts related to visual character and quality.

2) Significant Effect: Impact AE-2 – The introduction of visually prominent project components, including solar panels, inverters, battery storage units, and gen-tie lines, on 604.1 acres of the project site would substantially change the valued visual character of the area and the small-town nature of the Jacumba community.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: M-AE-5 and M-AE-6 were proposed to mitigate the significance of Impact AE-2. M-AE-5 requires the Project proponent to install landscaping to provide visual screening of the solar facility. And M-AE-6 requires tan-colored slats or screening to be installed along specific segments of the Project perimeter fence in specified sections.

Note that M-AE-4 proposed a buffer area of 75 feet from residential property lines to solar panels on the western Project boundary in the FEIR. With imposition of the Community Buffer Alternative, this mitigation measure would no longer be required as the Project would be setback 300 feet from the residential property lines on the western Project boundary.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-1 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300-foot setback required by the Project than in comparison to the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely result in significant and unmitigable impacts related to visual character of the community.

3) Significant Effect: Impact AE-3 – Development of the Project on the Project site would substantially interrupt existing southward views from I-8 eastbound and westbound motorists across the Jacumba Valley landscape and alter the mostly undeveloped and open character of the site.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: M-AE-1, M-AE-2, M-AE-3, M-AE-5 and M-AE-6 were proposed to mitigate the significance of Impact AE-3. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. M-AE-3 requires all new transmission line conductors to be non-reflective in design. M-AE-5 requires the project proponent to install landscaping to provide visual screening of the solar facility. And M-AE-6 requires tan-colored slats or screening to be installed along specific segments of the Project perimeter fence in specified sections. Note that M-AE-4 proposed a buffer area of 75 feet from residential property lines to solar panels on the western Project boundary. With imposition of the Community Buffer Alternative, this mitigation measure would no longer be required as the Project would be setback 300 feet from the residential property lines on the western Project boundary.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-3 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300-foot setback provided by the Project than in comparison to the Proposed Project in the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely result in significant and unmitigable impacts related to views towards the Project site from I-8.

4) Significant Effect: Impact AE-4 – Due to the wide distribution of solar panels across the site and related alterations of the site, views from eastbound and westbound Old

Highway 80 across the Project site, including occasionally obscured views to mountainous terrain in the area, would be substantially obstructed, interrupted, or detracted from as a result of the Project.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: M-AE-1, M-AE-2, M-AE-3, M-AE-5 and M-AE-6 were proposed to mitigate the significance of Impact AE-4. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. M-AE-3 requires all new transmission line conductors to be non-reflective in design. M-AE-5 requires the project proponent to install landscaping to provide visual screening of the solar facility. And M-AE-6 requires tan-colored slats or screening to be installed along specific segments of the Project perimeter fence in specified sections. Note that M-AE-4 proposed a buffer area of 75 feet from residential property lines to solar panels on the western Project boundary. With imposition of the Community Buffer Alternative, this mitigation measure would no longer be required as the Project would be setback 300 feet from the residential property lines on the western Project boundary.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-4 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300 foot setback provided by the Project than in comparison to the Proposed Project in the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely result in significant and unmitigable impacts related to views towards the Project site from Old Highway 80.

5) Significant Effect: Impact AE-5 – Due to the installation of solar panels south of Old Highway 80, eastward views from the Jacumba Community Park, which are currently open and unimpeded in character, would be substantially altered.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: M-AE-1, M-AE-2, M-AE-3, M-AE-5 and M-AE-6 were proposed to mitigate the significance of Impact AE-5. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. M-AE-3 requires all new transmission line conductors to be non-reflective in design. M-AE-5 requires the project proponent to install landscaping to provide visual screening of the solar facility. And M-AE-6 requires tan-colored slats or screening to be installed along specific segments of the Project perimeter fence in specified sections. Note that M-AE-4

proposed a buffer area of 75 feet from residential property lines to solar panels on the western Project boundary. With imposition of the Community Buffer Alternative, this mitigation measure would no longer be required as the Project would be setback 300 feet from the residential property lines on the western Project boundary.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-5 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300 foot setback provided by the Project than in comparison to the Proposed Project in the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely result in significant and unmitigable impacts related to views towards the Project site from the Jacumba Community Park.

6) Significant Effect: Impact AE-6 – Views from the mesa encompassing Anza-Borrego Desert State Park lands to the immediate west of the Project site are presently open and undeveloped in character. The Project would create visually prominent contrasts in this view through installation of repeating rows of dark, rectangular solar panels. Thus, the Project would substantially obstruct, interrupt, or detract from this panoramic vista. (

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: M-AE-1, M-AE-2, M-AE-3, M-AE-5 and M-AE-6 were proposed to mitigate the significance of Impact AE-6. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. M-AE-3 requires all new transmission line conductors to be non-reflective in design. M-AE-5 requires the project proponent to install landscaping to provide visual screening of the solar facility. And M-AE-6 requires tan-colored slats or screening to be installed along specific segments of the Project perimeter fence in specified sections. Note that M-AE-4 proposed a buffer area of 75 feet from residential property lines to solar panels on the western Project boundary. With imposition of the Community Buffer Alternative, this mitigation measure would no longer be required as the Project would be setback 300 feet from the residential property lines on the western Project boundary.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-6 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300-foot buffer provided by the Project than in comparison to the Proposed Project in the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely result in significant and unmitigable impacts related to views towards the Project site from Anza Borrego State Park.

7) Significant Effect: Impact AE-7 – Views from Bureau of Land Management land on Round Mountain, directly west of the Project site, are presently long and broad,

stretching to the Jacumba Mountains to the east and the southerly extension of the range into Mexico. These views would be substantially interrupted by development of the Project and the distribution of solar panels across the Project site.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: M-AE-1, M-AE-2, M-AE-3, M-AE-5 and M-AE-6 were proposed to mitigate the significance of Impact AE-7. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. M-AE-3 requires all new transmission line conductors to be non-reflective in design. M-AE-5 requires the project proponent to install landscaping to provide visual screening of the solar facility. And M-AE-6 requires tan-colored slats or screening to be installed along specific segments of the Project perimeter fence in specified sections. Note that M-AE-4 proposed a buffer area of 75 feet from residential property lines to solar panels on the western Project boundary. With imposition of the Community Buffer Alternative, this mitigation measure would no longer be required as the Project would be setback 300 feet from the residential property lines on the western Project boundary.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-7 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300-foot setback provided by the Project than in comparison to the Proposed Project in the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely result in significant and unmitigable impacts related to views towards the Project site from Round Mountain.

8) Significant Effect: Impact AE-8 - Views from Bureau of Land Management land on Airport Mesa, directly east of the Project site, are presently long and include mesas and several hills and valleys west of Jacumba, and the generally horizontal horizon of the Tecate Divide. Although the view would remain long and broad, and surrounding hills and mountains would remain unaltered, the development of the Project would interrupt and detract from the available view. The large horizontal scale and footprint of the Project would be visible and would substantially interrupt and detract from the available long view.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: M-AE-1, M-AE-2, M-AE-3, M-AE-5 and M-AE-6 were proposed to mitigate the significance of Impact AE-8. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color.

M-AE-3 requires all new transmission line conductors to be non-reflective in design. M-AE-5 requires the project proponent to install landscaping to provide visual screening of the solar facility. And M-AE-6 requires tan-colored slats or screening to be installed along specific segments of the Project perimeter fence in specified sections. Note that M-AE-4 proposed a buffer area of 75 feet from residential property lines to solar panels on the western Project boundary. With imposition of the Community Buffer Alternative, this mitigation measure would no longer be required as the Project would be setback 300 feet from the residential property lines on the western Project boundary.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-8 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300-foot buffer provided by the Project than in comparison to the Proposed Project in the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely result in significant and unmitigable impacts related to views towards the Project site from Airport Mesa.

9) Significant Effect: Impact AE-9 - Views from Bureau of Land Management land on Table Mountain, east of the Project site, include the Project site to the southwest. From these viewpoints, the Project would primarily be viewed as a flat and geometric expanse of dark color on the valley floor. Although the details of proposed solar panels and the grid-like layout of the Project would be indistinct or difficult to detect, and Project components would not block visually prominent terrain from view, the concentration of dark color and geometric form of the developed Project site would interrupt the available open, unencumbered view to the southwest, and would detract from the panoramic vista.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: M-AE-1, M-AE-2, M-AE-3, M-AE-5 and M-AE-6 were proposed to mitigate the significance of Impact AE-9. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. M-AE-3 requires all new transmission line conductors to be non-reflective in design. M-AE-5 requires the project proponent to install landscaping to provide visual screening of the solar facility. And M-AE-6 requires tan-colored slats or screening to be installed along specific segments of the Project perimeter fence in specified sections. Note that M-AE-4 proposed a buffer area of 75 feet from residential property lines to solar panels on the western Project boundary. With imposition of the Community Buffer Alternative, this mitigation measure would no longer be required as the Project would be setback 300 feet from the residential property lines on the western Project boundary.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-9 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these

mitigation measures as well as the additional 300-foot setback provided by the Project than in comparison to the Proposed Project in the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely result in significant and unmitigable impacts related to views towards the Project site from Table Mountain.

10) Significant Effect: Impact AE-CU-1 – Implementation of projects considered in the cumulative scenario would result in an increasingly modified landscape, diminished day and night views, and reduced visual quality. Development of the cumulative projects would dominate views in the Project region and result in prominent visual change within the largely undeveloped landscape. Accordingly, the Project would result in a cumulatively considerable impact on the existing visual character and valued visual character or image of neighborhoods, communities, and localized areas.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation measures: M-AE-1, M-AE-2, and M-AE-3 were proposed to mitigate the significance of Impact AE-CU-1. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. M-AE-3 requires all new transmission line conductors to be non-reflective in design.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-CU-1 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300 foot setback provided by the Project than in comparison to the Proposed Project in the FEIR , conversion of undeveloped land to a solar farm at the Project site would still likely contribute to a cumulative considerable impact on the valued visual or image of neighborhoods, communities, or localized areas.

Significant Effect: Impact AE-CU-2 – As viewed from I-8 and elevated vantage points in the Airport Mesa and Table Mountain RMZs, the cumulative projects, including the East County Substation, Jacumba Solar, and the Proposed Project, would alter the existing character and quality of the visible landscape. Although components of these projects would not result in substantial view blockage, the large footprints of the development and contrasting forms, lines, and colors are particularly noticeable in the local desert environment and tend to interrupt the panoramic view from the mesa south of Table Mountain. Therefore, combined with the existing East County Substation and Jacumba Solar projects, the Proposed Project would result in cumulative considerable impact on elevated vantage points on I-8 and the Airport Mesa and Table Mountain RMZs.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be

significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: M-AE-1, M-AE-2, and M-AE-3 were proposed to mitigate the significance of Impact AE-CU-2. M-AE-1 requires inverters to be a non-reflective color. M-AE-2 requires the energy storage containers to be a non-reflective color. M-AE-3 requires all new transmission line conductors to be non-reflective in design.

Rationale: These mitigation measures were proposed to mitigate the significance of AE-CU-2 by screening and setting back the Project from viewpoints, and ensuring the Project is consistent with colors displayed in the existing landscape. However, despite these mitigation measures as well as the additional 300-foot buffer provided by the Project than in comparison to the Proposed Project in the FEIR, conversion of undeveloped land to a solar farm at the Project site would still likely contribute to a cumulative considerable impact to the panoramic vista available from elevated vantage points from I-8 and in the Airport Mesa and Table Mountain RMZs.

B. Mineral Resources (Section 2.8 Mineral Resources and Section 4.4 Community Buffer Alternative)

1) Significant Effect: Impact MR-1 A total of 188 acres of the Project site proposed for biological open space easements is mapped as containing alluvium. Accordingly, it is conservatively assumed that this area contains mineral resources are minable, processable, and marketable under the technologic and economic conditions that exist at present or which can be estimated to exist in the next 50 years. This resource is valued at $216,081,994, which would exceed the threshold dollar value ($12,500,00) for the County's definition of a significant impact. As such, the Project's biological open space easements required as mitigation under M-BI-3 would result in a potentially significant impact on mineral resources underlying the Project site.

Finding: Specific economic, legal, social, technological, or other considerations make other mitigation measures or the project alternatives identified in the FEIR infeasible for the reasons set forth in Sections IV and V, below. Thus, the impact is considered to be significant and not mitigated. This unavoidable impact is overridden by project benefits as set forth in the statement of overriding considerations in Section VII, below.

Mitigation Measures: Measures to mitigate the significance of this impact were found infeasible, given economic, legal, social, technological, and other considerations.

Rationale: The County's Guidelines for Determining Significance, Mineral Resources states that: "The standard mitigation and design factors for impacts to mineral resources are meant to ensure that a significant resource will not be made inaccessible for future extraction. For this reason, the only mitigation and design factors appropriate would be to extract the resource and reclaim the site before project approval; to avoid the site, which would only be possible if the project site is large enough to accommodate avoidance and to also not be impacted by future mining of the resource; or to approve only land-uses that can be considered minor or temporary in nature." Each of these measures is infeasible with

respect to the mineral resources impact caused by the Project's biological mitigation. The biological open space easements are intended to preserve the biological integrity of the area in perpetuity as mitigation for the Project's biological impacts. The portion of the site proposed to be covered by open space easements contains high biological value with sensitive vegetation types and provides for wildlife habitat and movement. Extracting the resources underlying the open space easements prior to Project approval would negate the primary purpose of the open space easements. Other potential measures to mitigate the identified impact relate to policy decisions not under the control of the Project applicant. The most effective mitigation would be for the County to identify feasible mineral resource extraction areas to implement policies that would avoid resources sterilization (encroachment by development). Since no feasible mitigation exists to reduce impacts to below a level of significance, the Project's mitigation measure would result in a significant and unavoidable impact to mineral resources.

IV. FINDINGS REGARDING SPECIFIC MITIGATION MEASURES

The FEIR identifies certain mitigation measures that the County has found to be infeasible. Pursuant to Section 21081(a) of the Public Resources Code and Section 15091(a)(3) of the State CEQA Guidelines, the County of San Diego Board of Supervisors finds that, for each of the following mitigation measures as identified in the FEIR, specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures identified in the FEIR. These findings are explained below and are supported by substantial evidence in the record of proceedings.

A. Mitigation to Reduce Impact to Mineral Resources

1. Description

Mitigation measures to reduce the impacts of the Project's biological open space easements, including resource extraction prior to Project approval, site avoidance, or approving land-uses that can be considered minor or temporary in nature, were considered but determined to be infeasible.

2. Finding

The County finds that specific economic, legal, social, technological or other considerations make this mitigation measure infeasible.

The County identifies the following specific economic, legal, social, technological or other considerations make these mitigation measures infeasible. The County finds that each of these reasons, standing alone, renders this alternative infeasible:

- The County finds that resource extraction prior to Project approval is infeasible because extraction of the resource underlying the proposed open space easements would defeat the purpose of the open space easements—to preserve the high biological value of the open space easement area.

- The County finds that avoiding the site is also infeasible because the purpose of the open space easements is to preserve the biological resources in the northern portion of the Project site in perpetuity given its high biological value, sensitive vegetation types, and wildlife corridors. Without the open space easements, the area would be subject to future development potential.

- Similarly, the County finds that approving a minor or temporary land use is also infeasible because the purpose of the open space easements is to preserve the biological resources in the northern portion of the Project site in perpetuity given its high biological value, sensitive vegetation types, and wildlife corridors. Developing the area with minor or temporary land uses would directly impact this high biological value.

3. Facts in Support of Finding

As explained in the FEIR, the mitigation measures proposed in the County's Guidelines for Determining Significance, Mineral Resources are infeasible because the portion of the site proposed to be covered by open space easements contains high biological value with sensitive vegetation types and provides for wildlife habitat and movement. Extracting the resources underlying the open space easements, avoiding the site, or approving a minor or temporary land use would negate the primary purpose of the open space easements. Accordingly, measures to mitigate the impacts to mineral resources caused by the Project's open space easements are found to be infeasible.

B. Finding Regarding All Other Mitigation Measures

With the exception of those mitigation measures set forth in the adopted Mitigation Monitoring and Reporting Plan and explained in these findings, the County of San Diego finds that there are no feasible mitigation measures that would substantially lessen or avoid any significant effect that the project would have on the environment.

V. FINDINGS REGARDING ALTERNATIVES

Section 15126.6(a) of the CEQA Guidelines requires the discussion of "a reasonable range of alternatives to a project, or the location of a project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives."

Nine alternatives to the Project were evaluated. These alternatives are compared to the impacts of the Project as defined in the FEIR and are assessed relative to their ability to meet the basic objectives of the Proposed Project, as follows:

1. Develop a solar energy project with a rated capacity of up to 90 megawatts (MW) of alternating current (AC) and an energy storage facility that can supply electricity to indirectly reduce the need to emit greenhouse gases caused by the generation of similar quantities of electricity from either existing or future nonrenewable sources to meet existing and future electricity demands, including during on-peak power periods.

2. Develop a renewable solar energy project that can meet the criteria to achieve the maximum federal solar Investment Tax Credit, which is intended to decrease the cost of renewable energy generation and delivery, promote the diversity of energy supply, and decrease dependence of the United States on foreign energy supplies.

3. Assist in achieving the state's Renewables Portfolio Standard (RPS), as mandated under the 100 Percent Clean Energy Act of 2018 (Senate Bill 100), by developing and constructing California RPS-qualified solar generation from eligible renewable energy resources by December 31, 2045.

4. Develop a utility-scale solar energy project that improves electrical reliability for the San Diego region by providing a source of local generation as near as possible to existing San Diego Gas and Electric (SDG&E) transmission infrastructure.

5. Provide a new source of energy storage that assists the state in achieving or exceeding its energy storage targets, consistent with the terms of Assembly Bill 2514, and its greenhouse gas reduction targets, consistent with Assembly Bill 32 and Senate Bill 32.

6. Site a solar energy project in an area within San Diego County that has excellent solar attributes, including but not limited to high direct normal irradiance, in order to maximize productivity.

7. Develop a utility-scale solar energy facility within San Diego County that supports the economy by investing in the region and creates construction jobs.

Of the nine alternatives considered, the following three alternatives, including the No Project/No Action alternative to the Proposed Project, were selected for detailed analysis in the FEIR:

- Alternative 1 – No Project Alternative - No Development and Buildout Scenarios (Section 4.3)

- Alternative 2 – Community Buffer Alternative (Section 4.4)

- Alternative 3 – Reduced Project Alternative (Section 4.5)

- Reduced Project – Northern Focused Alternative (Global Response GR-6)

As noted in Section I, above, and for the reasons explained below, the County of San Diego finds that "Community Buffer Alternative" (Alternative 2) lessens significant impacts, but not to below a level of significance, while still achieving the objectives of the Project. As explained in the Statement of Overriding Considerations, however, the County has determined that the benefits of the Community Buffer Alternative outweigh any environmental impacts that are avoided by this alternative, because of specific overriding considerations.

Therefore, the County adopts the Community Buffer Alternatives as the "Project." The County adopts and incorporates by reference herein the analysis in the FEIR with regard to the Project and Project alternatives as identified by the FEIR.

A. Project as Compared to the Community Buffer Alternative (Alternative 2)

1. Description of Proposed Project

The Proposed Project in the FEIR would produce up to 90 MW of AC generating capacity and approximately 283,000 megawatt hours per year (MWh/yr), and up to 90 MW (360 MWh) of battery energy storage. The Proposed Project in the FEIR would be located on 623 acres within the 1,356-acre privately-owned Project site. The Project site is located adjacent to Jacumba Hot Springs in unincorporated southeastern San Diego County and within the County's Mountain Empire Subregional Plan area. The Proposed Project in the FEIR would include, among other things, approximately 300,000 photovoltaic (PV) modules mounted on support structures (single-axis solar trackers), 25 inverter/transformer platforms located throughout the solar facility, an on-site collector substation, a switchyard, a battery energy storage system comprised of battery storage containers located adjacent to the inverter/transformer pads, and associated infrastructure. The power produced by the Proposed Project would be delivered to an existing SDG&E 138 kV transmission line which transects the Project site.

2. Finding

The County finds that the Proposed Project in the FEIR does not mitigate, avoid, or substantially lessen all significant environmental impacts identified in the FEIR.

In addition, the County finds that the Project (Community Buffer Alternative) mitigates, avoids, or substantially lessens significant environmental impacts identified in the FEIR and that the Project is a feasible alternative to the Proposed Project in the FEIR. (Public Resources Code § 21081; CEQA Guidelines § 15091.)

Pursuant to Public Resources Code Sections 21002 and 21002.1, the County shall not approve or carry out a project unless necessary findings under Public Resources Code Section 21081 have been made. Accordingly, the County rejects the Proposed Project and selects the Community Buffer Alternative as the Project.

3. Facts in Support of Finding

Under the Proposed Project in the FEIR, conversion of largely undeveloped land into a solar project would result in significant and unmitigable impacts related to visual character and quality and panoramic vistas. Under the Project (Community Buffer Alternative), impacts related to visual character and quality and panoramic vistas would be reduced from the Proposed Project in the FEIR due to increased setbacks from the community of Jacumba Hot Springs, although conversion of undeveloped land to the solar project would still result in significant and unmitigable impacts related to visual character and quality and panoramic vistas.

Under the Proposed Project in the FEIR and the Project (Community Buffer Alternative), construction emissions are estimated to result in a cancer risk on site above the 1 in 1 million threshold without application of toxics-best available control technology and above the daily emissions thresholds for NO_x, PM_{10}, and $PM_{2.5}$. While the Proposed Project in

the FEIR and the Project include mitigation measures to reduce these impacts to less than significant, the Project would lessen the impacts in the first instance as it would provide an additional 300-foot buffer from residential uses in the Jacumba Hot Springs community and would reduce the total construction area by 18.9 acres.

Impacts to biological resources under the Proposed Project in the FEIR and Project (Community Buffer Alternative) would be reduced to less than significant with suitable mitigation. Under the (Community Buffer Alternative), however, potential biological impacts would be less prior to the implementation of mitigation due to the reduced development footprint on the Project site (i.e., avoidance of 18.9 acres, desert saltbrush scrub, fallow agriculture and disturbed or developed lands). Although the acreage of impacts to vegetation communities resulting from the Project (Community Buffer Alternative) would be reduced compared to the Proposed Project in the FEIR, the applicant will provide a biological open space easement over 435 acres, as was required for the original 643-acre Proposed Project in the Draft EIR.

Impacts to cultural, paleontological, and tribal cultural resources under the Proposed Project in the FEIR and the Project (Community Buffer Alternative) would be reduced to less than significant with suitable mitigation. Under the Project (Community Buffer Alternative), however, potential cultural, paleontological, and tribal cultural resources impacts would be less prior to the implementation of mitigation due to the reduced development footprint for the Project site, which would avoid two isolates and potentially unknown resources.

Impacts to geology, soils, and seismicity under the Proposed Project in the FEIR and the Project (Community Buffer Alternative) would be reduced to less than significant with suitable mitigation. Under the Project, (Community Buffer Alternative), however, potential impacts would be less prior to implementation of the mitigation due to the additional 300-foot buffer from residential property lines in the Jacumba Hot Springs community, which would reduce potential impacts of static settlement, liquefaction, possible lateral spread and expansive soils during construction and operation.

Under the Proposed Project in the FEIR and the Project (Community Buffer Alternative), wildfire hazard impacts and cumulative wildfire hazard impacts would be potentially significant. While the Proposed Project in the FEIR and the Project (Community Buffer Alternative) include mitigation measures to reduce these impacts to less than significant, the Project would lessen the impacts in the first instance as it would provide a 300-foot buffer from residential uses in the Jacumba Hot Springs community and would reduce the total construction area by 18.9 acres.

Impacts to hydrology and water quality under the Proposed Project in the FEIR and the Project (Community Buffer Alternative) would be reduced to less than significant with suitable mitigation. Under the Project (Community Buffer Alternative), however, potential impacts would be less prior to implementation of the mitigation due to the 300-foot buffer from residential uses in the Jacumba Hot Springs community, which would slightly reduce the potential to alter drainage patterns and flood hazards as a result of the Project's perimeter fencing.

As explained in the FEIR, one of the biological mitigation measures would result in a portion of the Project site being preserved with open space easements. These mitigation measures would cause a significant and unmitigable impact to mineral resources underlying the open space easements. Although the acreage of impacts to vegetation communities resulting from the Project (Community Buffer Alternative) would be reduced compared to the Proposed Project in the FEIR, the applicant will provide a biological open space easement over 435 acres, as was required for the original 643-acre Proposed Project in the Draft EIR.

Under the Proposed Project in the FEIR and the Project (Community Buffer Alternative), noise impacts would be potentially significant. While the Proposed Project as defined in the FEIR and the Project (Community Buffer Alternative) include mitigation measures to reduce these impacts to less than significant, the Project (Community Buffer Alternative) would lessen the impacts in the first instance. As noise attenuates over distance, the Project's (Community Buffer Alternative) 300-foot buffer from residential uses in the Jacumba Hot Springs community would assist in reducing noise impacts to adjacent properties.

Under the Proposed Project in the FEIR and the Project (Community Buffer Alternative), wildfire impacts and cumulative wildfire impacts would be potentially significant. While the Proposed Project in the FEIR and the Project (Community Buffer Alternative) include mitigation measures to reduce these impacts to less than significant, the Project would lessen the impacts in the first instance as it would provide a 300-foot buffer from residential uses in the Jacumba Hot Springs community and would reduce the total construction area by 18.9 acres.

Overall, the Proposed Project in the FEIR would have greater impacts than the Project (Community Buffer Alternative) with respect to aesthetics, air quality, biological resources, cultural resources, geology, hazards, hydrology, mineral resources, noise, paleontological resources, tribal cultural resources, and wildfire. The Project (Community Buffer Alternative) is environmentally superior to the Proposed Project in the FEIR because it substantially lessens the Project's impacts, while still achieving the objectives of the Proposed Project in the FEIR.

Thus, as explained in the Statement of Overriding Considerations, the County has determined that the benefits of the Community Buffer Alternative outweigh any environmental impacts that are not avoided by this alternative, and the Community Buffer Alternative is considered to be the "Project."

B. No Development No Project Alternative (Alternative 1) as Compared to the Community Buffer Alternative (Alternative 2)

1. Description of Alternative

Section 15126.6(e) of the CEQA Guidelines requires than an EIR evaluate a "no project" alternative to allow decision makers to compare the impacts of approving a proposed project with the impacts of not approving that project. The "no project" alternative shall

discuss the existing conditions at the time the notice of preparation is published, as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services.

The No Development No Project Alternative assumes that the Project would not be developed and the existing conditions at the site would remain. The No Development No Project Alternative would be environmentally superior to all other alternatives considered, however, because no solar farm development would occur on the Project site, this alternative would not meet any of the Project objectives.

2. Finding

The County finds that this alternative would avoid all significant environmental impacts identified in the FEIR. Accordingly, this alternative would be environmentally superior to all other alternatives considered. (CEQA Guidelines § 15126.6(e)(2).)

The County finds that specific economic, legal, social, technological, or other considerations make this alternative infeasible. (Public Resources Code § 21081(a)(3); CEQA Guidelines § 15091(a)(3).)

The County identifies the following specific economic, legal, social, technological or other considerations make this alternative infeasible. The County finds that each of these reasons, standing alone, renders this alternative infeasible:

- The County finds that this alternative is infeasible because it would not fulfill the General Plan's stated strategies, goals, and policies that call for the facilitation of the development of renewable energy in San Diego County.

- The County finds that this alternative is infeasible because it would fail to meet any of the Project objectives.

3. Facts in Support of Finding

As explained by the FEIR, the No Development No Project Alternative would result in no impacts to the environmental resource areas as compared to the Project, and therefore, constitutes the environmentally superior alternative. However, this alternative would not meet any of the Project objectives and is found to be infeasible on those grounds.

C. Buildout No Project Alternative (Alternative 1) as Compared to the Community Buffer Alternative (Alternative 2)

1. Description of Alternative

Section 15126.6(e) of the CEQA Guidelines requires than an EIR evaluate a "no project" alternative to allow decision makers to compare the impacts of approving a proposed project with the impacts of not approving that project. The "no project" alternative shall discuss the existing conditions at the time the notice of preparation is published, as well as

what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services.

The existing County General Plan land use designation for the majority of the Project site is Specific Plan. Plans to develop the area have previously been submitted to the County, and represent what could potentially be developed within the Project site. The plans have contemplated a mixed-use development with a residential community, commercial uses, and an 18-hole golf course on over 1,000 acres, among other things. Accordingly, the Buildout No Project Alternative contemplates 1,110 units of residential development on the Project site.

2. Finding

The County finds that this alternative does not mitigate, avoid, or substantially lessen all significant environmental impacts identified in the FEIR.

In addition, the County finds that specific economic, legal, social, technological or other considerations make the Buildout No Project Alternative infeasible. (Public Resources Code § 21081(a)(3); CEQA Guidelines § 15091(a)(3).)

The County identifies the following specific economic, legal, social, technological or other considerations make this alternative infeasible. The County finds that each of these reasons, standing alone, renders this alternative infeasible:

- The County finds that this alternative is infeasible because the applicant does not develop housing projects.

- The County finds that this alternative is infeasible because it would fail to meet any of the project objectives.

- The County finds that this alternative is infeasible because it would fail to fully utilize an area of the County with high Direct Normal Irradiation, and therefore, would fail to maximize the generation of clean renewable solar energy that could be produced.

- The County finds that this alternative is infeasible because it would increase environmental impacts, including, but not limited to, impacts related to air quality, hydrology and water quality, mineral resources, greenhouse gas emissions, and transportation, as compared to the Project.

3. Facts in Support of Finding

As explained by the FEIR, instead of construction of a solar project on the Project site, the Buildout No Project Alternative contemplates the construction of a large mixed use development on the Project site. The construction of a residential and commercial development adjacent to the Jacumba Hot Springs community would conflict less with the surrounding area than the development of the Project; however, the development would

substantially increase the density and suburban character of the area. Accordingly, the Buildout No Project Alternative would reduce impacts to visual quality, character, and several panoramic vistas, but not to a less than significant level.

Because the Buildout No Project Alternative contemplates construction of a multi-use development on over 1,000 acres, the alternative's air quality, biological, cultural, geology, hazards, hydrology and water supply, noise, paleontological, tribal cultural, and wildfire impacts would be greater than the Project's impacts. With respect to air quality impacts, the community created by the Buildout No Project Alternative would result in increased air quality emissions from transportation, energy use, water use, and solid waste generation, and would replace the source of clean solar energy proposed by the Project. With respect to noise impacts, the Buildout No Project Alternative would increase potential construction and operational noise impacts due to, among other things, the addition of a significant amount of traffic on local roadways, as compared to the Project.

Similarly, the Buildout No Project Alternative would result in the permanent loss of mineral resources underlying the 1,000 acres of the Project site that would be developed, which is significantly greater than the area impacted by the Project's open space easements.

Additionally, the Buildout No Project Alternative would result in potentially significant impacts related to energy, transportation, greenhouse gas, and utilities and service systems, as a result of its construction of residential development for approximately 3,165 residents. These residents would generate 11,820 trips per day and significant vehicles miles travelled, as well as significant greenhouse gas emission impacts.

Overall, the No Buildout Project Alternative would generally result in greater impacts to the environmental resource areas as compared to the Project. This alternative would result in a greater impact related to mineral resources and would not reduce aesthetics impacts to a less than significant level, and therefore, significant and unmitigable impacts would still remain. Additionally, this alternative would not achieve any of the Project objectives.

D. Reduced Project Alternative (Alternative 3) as Compared to Community Buffer Alternative (Alternative 2)

1. Description of Alternative

The Reduced Proposed Project Alternative would reduce the amount of development as a whole by eliminating the development of the portion of the Project site to the north of the SDG&E easement. The development footprint would be reduced by approximately 20% to a total of 487 acres, as compared to 607.1 acres under the Project (604 acres of which would be the solar project and 3 acres of temporary impact for the water line relocation). The development would reduce the power generation potential of the Project to 69.372 MW AC as compared to 90 MW AC from the Project. The capacity of the battery energy storage system, including the number of battery containers, would also likely be reduced under this alternative. The switchyard, substation, overhead and underground lines and other project components to the south of the transmission lines would be the same as the Project.

2. Finding

The County finds that this alternative does not mitigate, avoid, or substantially lessen all significant environmental impacts identified in the FEIR. The FEIR identifies the Reduced Project – Northern Focus as the environmentally superior project after the No Development No Project Alternative, which is identified as the environmentally superior project above. (CEQA Guidelines § 15126.6(e)(2).)

In addition, the County finds that specific economic, legal, social, technological or other considerations make the Reduced Project Alternative infeasible. (Public Resources Code § 21081(a)(3), Guidelines § 15091(a)(3).)

The County identifies the following specific economic, legal, social, technological or other considerations make this alternative infeasible. The County finds that each of these reasons, standing alone, renders this alternative infeasible:

- The County finds that this alternative is infeasible as a matter of public policy because it would not achieve the Project objectives as well as the Project because it would generate less energy than the Project. By reducing the energy generation potential from the Project by approximately 20%, this alternative would not achieve Project objectives 1, 4, or 5 to the degree that the Project would.

- The County finds that this alternative is infeasible as a matter of public policy because it would reduce the number of jobs that would be created due to the approximately 20% reduction in the development footprint of the Project site. Accordingly, the alternative would not achieve Project objective 7 to the degree that the Project would.

- The County finds that this alternative is infeasible as a matter of public policy because it would not achieve Project objective 5 to the degree that the Project would. The alternative would lessen the energy storage capabilities of the Project site and, as such, would reduce the Project's ability to assist the state in achieving energy storage and greenhouse gas reduction targets.

- The County finds that this alternative is infeasible because it would fail to fully utilize an area of the County with high Direct Normal Irradiation, and therefore, would fail to maximize the generation of clean renewable solar energy that could be produced.

3. Facts in Support of Finding

As explained in the FEIR, under the Reduced Project Alternative, despite increased setbacks and larger areas of native vegetation, conversion of undeveloped land to a solar project at the Project site would still result in significant and unmitigable impacts related to visual character and quality and panoramic vistas. While aesthetic impacts would be reduced under this alternative, such impacts would remain significant.

Similarly, under this alternative, the development footprint of the Project site would be reduced and, as a result, the required open space easements to mitigate the Project's biological impacts would be reduced. However, the alternative would still result in open space easements on land overlying mineral resources, resulting in a permanent loss of these resources would result in a significant and unavoidable mineral resources impact.

Overall, the Reduced Project Alternative would generally result in similar or slightly less impacts to the environmental resource areas as compared to the Project. This alternative would result in lesser impacts related to all resources areas, however, impacts to aesthetics and mineral resources would remain significant and unavoidable. Additionally, this alternative would significantly reduce the ability of the Project to meet the Project objectives.

E. Reduced Project – Northern Focused Alternative

1. Description of Alternative

The FEIR analyzes in detail in Global Response GR-6 a Reduced Project – Northern Focus Alternative that was proposed in certain public comments received on the Draft EIR. The Reduced Project – Northern Focus Alternative would be the inverse of the Reduced Project Alternative by eliminating development south of the SDG&E easement and focusing development north of the SDG&E easement. This alternative would reduce the project development footprint to 152 acres, as compared to 607.1 acres under the Project (604 acres of which would be the solar project and 3 acres of temporary impact for the water line relocation), which is a reduction of approximately 75%. The development would reduce the power generation potential of the Project by 75% to approximately 22.5 MW AC as compared to 90 MW AC from the Project. The capacity of the battery energy storage system, including the number of battery containers, would also likely be reduced under this alternative. The switchyard, substation, overhead and underground lines and other project components to the south of the transmission lines would be the same as the Project.

2. Finding

The County finds that this alternative does not mitigate, avoid, or substantially lessen all significant environmental impacts identified in the FEIR. In Global Response GR-6, the FEIR identifies the Reduced Project – Northern Focus Alternative as the environmentally superior project after the No Development No Project Alternative, which is identified as the environmentally superior project above. (CEQA Guidelines § 15126.6(e)(2).)

In addition, the County finds that specific economic, legal, social, technological or other considerations make the Reduced Project – Northern Focus Alternative infeasible. (Public Resources Code § 21081(a)(3), Guidelines § 15091(a)(3).)

The County identifies the following specific economic, legal, social, technological or other considerations make this alternative infeasible. The County finds that each of these reasons, standing alone, renders this alternative infeasible:

- The County finds that this alternative is infeasible as a matter of public policy because it would not achieve the Project objectives as well as the Project because it would generate less energy than the Project. By reducing the energy generation potential from the Project by approximately 75%, this alternative would not achieve Project objectives 1, 4, or 5 to the degree that the Project would.

- The County finds that this alternative is infeasible as a matter of public policy because it would reduce the number of jobs that would be created due to the approximately 75% reduction in the development footprint of the Project site. Accordingly, the alternative would not achieve Project objective 7 to the degree that the Project would.

- The County finds that this alternative is infeasible as a matter of public policy because it would not achieve Project objective 5 to the degree that the Project would. The alternative would lessen the energy storage capabilities of the Project site and, as such, would reduce the Project's ability to assist the state in achieving energy storage and greenhouse gas reduction targets.

- The County finds that this alternative is infeasible because it would fail to fully utilize an area of the County with high Direct Normal Irradiation, and therefore, would fail to maximize the generation of clean renewable solar energy that could be produced.

3. Facts in Support of Finding

As explained in the FEIR, under the Reduced Project – Northern Focus Alternative, despite increased setbacks and larger areas of native vegetation, conversion of undeveloped land to a solar project at the Project site would still result in significant and unmitigable impacts related to visual character and quality and panoramic vistas. While aesthetic impacts would be reduced under this alternative, such impacts would remain significant.

Similarly, under this alternative, the development footprint of the Project site would be reduced and, as a result, the required open space easements to mitigate the Project's biological impacts would be reduced. However, the alternative would still result in open space easements covering approximately 68.3 acres of land overlying mineral resources. The permanent loss of these resources would result in a significant and unavoidable mineral resources impact.

While the Reduced Project – Northern Focus Alternative would lessen impacts to other resource areas as a result of the reduced scale of the Project, it may also cause an additional impact to jurisdictional waters (unvegetated streambed) as a result of the transmission line from the solar arrays to the Switchyard Facilities.

Overall, the Reduced Project – Northern Focus Alternative would lessen impacts to the environmental resource areas as compared to the Project, with the exception of jurisdictional waters. Although this alternative would result in lesser impacts related to all

resources areas, impacts to aesthetics and mineral resources would remain significant and unavoidable. Additionally, this alternative would significantly reduce the ability of the Project to meet the project objectives.

F. Conclusion

The County of San Diego finds that the Project (Community Buffer Alternative) lessens significant impacts, but not to below a level of significance, while still achieving the objectives of the Project. As explained in the Statement of Overriding Considerations, however, the County has determined that the benefits of the Project (Community Buffer Alternative) outweigh any environmental impacts that are avoided by this alternative, because of specific overriding considerations.

Therefore, the County is adopting the Community Buffer Alternative as the Project. The County adopts and incorporates by reference herein the analysis in the FEIR with regard to the Project and Project alternatives as identified by the FEIR.

VI. CERTIFICATION OF THE FINAL PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT, CEQA GUIDELINES § 15090

The Board of Supervisors certifies that the Final EIR, dated [June 2021], on file with the Department of Planning & Development Services, as Environmental Review No. [PDS2018-ER-18-22-001], has been completed in compliance with CEQA and the State CEQA Guidelines, that the EIR was presented to the Board of Supervisors, and that the Board of Supervisors reviewed and considered the information contained therein before approving the Project, and that the EIR reflects the independent judgment and analysis of the Board of Supervisors in accordance with CEQA Guidelines Section 15090.

VII. STATEMENT OF OVERRIDING CONSIDERATIONS

As explained above, the following significant impacts remain significant and unavoidable for the Project (Community Buffer Alternative) despite the proposed mitigation measures:

1. Despite the implementation of all feasible and reasonable mitigation, impacts to the existing visual character or quality of the Project site and its surroundings under impact AE-1 (Existing Visual Character and/or Quality) are considered significant and unavoidable. The existing visual landscape would be altered by development of approximately 604 acres of undeveloped desert landscape with wide distribution of thousands of uniformly dark solar panels and other Project infrastructure.

2. Despite the implementation of all feasible and reasonable mitigation, impacts to the valued visual character or image of the community under impact AE-2 (Valued Visual Character or Image of Neighborhood or Community) are considered significant and unavoidable. The introduction of visually prominent Project components, such as PV modules, would substantially change the quality of existing views of the site from I-8, Old Highway 80, Jacumba Community Park, and Jacumba Hot Springs residential properties, and would conflict with the currently open and unimpeded character views across the site and the small-town character of the Jacumba area.

3. Despite the implementation of all feasible and reasonable mitigation, impacts to a valued focal and/or panoramic vista from I-8 under impact AE-3 (Panoramic Vista from I-8) are considered significant and unavoidable. Due to the wide distribution of solar panels within the approximately 604-acre Major Use Permit area, the Project would interrupt existing southward views across the Jacumba Valley landscape from I-8 and alter the mostly undeveloped and open character of the site.

4. Despite the implementation of all feasible and reasonable mitigation, impacts to a valued focal and/or panoramic vista from Old Highway 80 under impact AE-4 (Panoramic Vista from Old Highway 80) are considered significant and unavoidable. Due to the wide distribution of solar panels within the approximately 604-acre Major Use Permit area, the Project would interrupt views from Old Highway 80 across the site of mountainous terrain in the area.

5. Despite the implementation of all feasible and reasonable mitigation, impacts to a valued focal and/or panoramic vista from Jacumba Community Park under impact AE-5

(Panoramic Vista from Jacumba Community Park) are considered significant and unavoidable. Due to the widespread distribution of solar panels within the approximately 604-acre Major Use Permit area, the Project would interrupt views from Jacumba Community Park of the undeveloped southern portion of the Project site.

6. Despite the implementation of all feasible and reasonable mitigation, impacts to a valued focal and/or panoramic vista from Anza-Borrego Desert State Park Lands under impact AE-6 (Panoramic Vista from Anza-Borrego Desert State Park Lands) are considered significant and unavoidable. Due to the widespread distribution of solar panels within the approximately 604-Major Use Permit area, the Project would interrupt views from the Anza-Borrego Desert State Park Lands to the west of the Project site, which currently display an open, undeveloped character.

7. Despite the implementation of all feasible and reasonable mitigation, impacts to a valued focal and/or panoramic vista from Bureau of Land Management lands on Round Mountain under impact AE-7 (Panoramic Vista from Round Mountain) are considered significant and unavoidable. Due to the widespread distribution of solar panels within the approximately 604-acre Major Use Permit area, the Project would interrupt views from Round Mountain of the Project site and the Jacumba Mountains to the east and southeast.

8. Despite the implementation of all feasible and reasonable mitigation, impacts to a valued focal and/or panoramic vista from Bureau of Land Management lands on Airport Mesa under impact AE-8 (Panoramic Vista from Airport Mesa) are considered significant and unavoidable. Due to the widespread distribution of solar panels within the approximately 604-acre Major Use Permit area, the Project would interrupt views from Airport Mesa of the Jacumba Valley, the Project site and the community of Jacumba Hot Springs to the west.

9. Despite the implementation of all feasible and reasonable mitigation, impacts to a valued focal and/or panoramic vista from Bureau of Land Management lands on Table Mountain under impact AE-9 (Panoramic Vista from Table Mountain) are considered significant and unavoidable. Due to the widespread distribution of solar panels within the approximately 604-acre Major Use Permit area, the Project would interrupt views from the mesa south of Table Mountain to the southwest, which are currently open and unencumbered.

10. Despite the implementation of all feasible and reasonable mitigation, implementation of the Project and the cumulative projects would result in an increasingly modified landscape, diminished day and night views, and reduced visual quality in the vicinity of the Project. This modified landscape would represent a prominent visual change within the currently largely undeveloped cumulative project area. Accordingly, under impact AE-CU-1 (Cumulative Impact to Visual Character), the Project would result in an unavoidable cumulatively considerable significant impact on the existing visual character and valued visual character or image of neighborhoods, communities, and localized areas.

11. Despite the implementation of all feasible and reasonable mitigation, implementation of the Project and the East County Substation and Jacumba Solar projects would alter the existing character and quality of the visible landscape and interrupt the panoramic views

from I-8 and elevated vantage points in the Airport Mesa and Table Mountain RMZs. Accordingly, under impact AE-CU-2 (Cumulative Impact to Panoramic Vista), the Project would result in an unavoidable cumulatively considerable significant impact on the panoramic views from I-8 and elevated vantage points in the Airport Mesa and Table Mountain RMZs.

12. Despite the implementation of all feasible and reasonable mitigation, impacts to mineral resources as a result of the Project's biological mitigation measures under impact MR-1 are considered significant and unavoidable. The Project's biological open space easements would result in the permanent loss of up to 188 acres of land overlying mineral resources, which are assumed to be minable, processable, and marketable under the technologic and economic conditions that exist at present or which can be estimated to exist in the next 50 years and valued at more than $12,500,000.

Pursuant to Public Resources Code Section 21081(b) and State CEQA Guidelines Section 15093(a) and (b), the County is required to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project.

The County finds that the Project (Community Buffer Alternative) would have the following economic, legal, social, technological, or other overriding benefits, including region-wide or statewide environmental benefits. Each of the benefits cited below constitutes a separate and independent basis that justifies approval of the Project (Community Buffer Alternative) and outweighs the unavoidable adverse environmental effects of approving the Project. Thus, even in the absence of one or more of the reasons set forth below, the County has determined that each remaining reason, or any combinations of reasons, is a sufficient basis for approving the Project (Community Buffer Alternative), notwithstanding any significant and unavoidable impacts that may occur.

The County finds that the Project (Community Buffer Alternative) would have the following substantial overriding benefits:

1. The Project would assist in achieving the state's Renewable Portfolio Standard (RPS) and greenhouse gas (GHG) emissions reduction objectives by generating approximately 90 megawatts (MWs) of California RPS-qualified solar energy. The 100 Percent Clean Energy Act of 2018 (Senate Bill 100) requires that 44% of the total electricity sold to retail customers in California per year by December 31, 2024, 52% by December 31 2027, and 60% by December 31, 2030 be secured from qualifying renewable energy sources. The Act further states that it is the policy of this state that eligible renewable energy resources and zero-carbon resources supply 100% of the retail sales of electricity to California end-use customers and 100% of electricity produced to serve all state agencies by December 31, 2045, while not increasing carbon emissions elsewhere in the western grid and that the achievement not allow resource shuffling.

2. The Project would create utility-scale solar energy in the San Diego region that would improve reliability for the San Diego region by providing a source of local generation. San

Diego Gas & Electric (SDG&E) and other investor-owned utilities (IOUs) are required to procure utility-scale solar energy facilities in order to meet CPUC requirements to obtain sufficient local and system generation capacity to ensure that they can serve load, referred to as resource adequacy (RA) requirements.

3. The Project has entered into a 20-year term Power Purchase Agreement (PPA) with San Diego Community Power (SDCP), a Community Choice Aggregation program (CCA) partnered with SDG&E to provide renewable electricity to 770,000 customers in the cities of Chula Vista, Encinitas, Imperial Beach, La Mesa, and San Diego. SDCP will purchase the power produced by the Project and feed it into the electricity grid, while SDG&E will maintain the grid and deliver the power to all SDCP customers. The Project will produce enough electricity for 30,900 customers, representing over 4.4% of SDCP's annual energy requirement, which equates to enough energy to power approximately 57,000 homes.[1] The PPA requires the Project to generate 90 MW AC and approximately 260,000 MWh/yr.

4. The Project would assist in achieving the state's energy storage targets, consistent with the terms of Assembly Bill 2514, by constructing and operating a battery energy storage system of up to 90 MW (or 360 MWh). In accordance with Assembly Bill 2514, the California Public Utilities Commission set an energy storage procurement target of 1,325 MW by 2020 with construction no later than year-end, 2024.

5. The Project would locate solar power plant facilities as near as possible to existing or planned electrical transmission facilities, including co-locating with existing transmission facilities when feasible. For a large-scale renewable energy development, the distance to a viable point of interconnection with the power grid and the ability of the grid to accommodate new renewable generation without triggering major upgrade costs are among the most important factors in project feasibility. The Project includes an onsite collector substation to convert generated power from 34.5 kV to 138 kV, a switchyard to transfer power from the substation to the existing SDG&E transmission lines, and a 138 kV transmission line to connect the switchyard with the existing SDG&E Boulevard – East County transmission line.

6. The Project would maximize solar energy generation as a result of the Project site location. The Project site was specifically selected due to its excellent solar attributes—it has high direct normal irradiance as a result of the elevation, and the Jacumba area climate zone provides hot summers and mild winters with minimal coastal marine influence. The Project's solar panels are mounted on single-axis trackers oriented in the north-south direction, which allows the solar panels to track the path of the sun throughout the day. The panels and the Project site's high direct normal irradiance maximizes the Project's energy yield.

[1] According to the University of San Diego, San Diego County homes utilized 4,681 kWh (or 4.681 MWh) per year in 2019. (See USD, School of Leadership and Education Sciences, San Diego County Electricity Use, 2017 – 2019, available at https://www.sandiego.edu/soles/hub-nonprofit/initiatives/dashboard/electricity.php.) The Project will produce approximately 267,000 MWh/yr, which is sufficient to power approximately 57,000 homes. (267,000 MWh/yr. / 4.681 MWh/yr = 57,039 homes).

7. The Project would generate approximately 90 MW of renewable solar energy that would reduce consumption of non-renewable resources (e.g., natural gas and other fossil fuels), and reduce GHG emissions and other criteria air pollutant emissions, while minimizing impacts to natural resources. A Greenhouse Gas Emissions Technical Report prepared for the project proposed in the Environmental Impact Report estimates that it would result in a total reduction in GHG emissions of 540,721 metric tons of carbon dioxide equivalent by offsetting emissions that might otherwise have been emitted to generate electricity. The Community Buffer Alternative would reduce the amount of renewable energy generated as compared to the Project, but it would still result in a total reduction in GHG emissions of 508,650 metric tons of carbon dioxide equivalent.

8. The Project would enhance the County's reputation as a leader in the development and deployment of innovative renewable energy and solar technologies.

For the foregoing reasons, the County finds that the Project's unavoidable potential significant environmental impacts are outweighed by these considerable benefits.

STATEMENT OF LOCATION AND CUSTODIAN OF DOCUMENTS OR OTHER MATERIALS THAT CONSTITUTE A RECORD OF PROCEEDINGS

[INSERT DATE]

Project Name: JVR Energy Park Project

Reference Case Numbers: PDS2018-MUP-18-022

The CEQA [Section 21081.6(a)(2)] requires that the lead agency (in this case the County of San Diego) specify the location and custodian of the documents or other material that constitute the record of proceedings upon which it decision is based. It is the purpose of this statement to satisfy this requirement.

Location of Documents and Other Materials That Constitute the Record of Proceedings:

County of San Diego, Planning & Development Services
Project Processing Center
5510 Overland Avenue, Suite 110
San Diego, California 92123

County of San Diego, Clerk of the Board of Supervisors
1600 Pacific Highway, Room 402
San Diego, California 92101

Custodian:

County of San Diego, Planning & Development Services
Project Processing Center
5510 Overland Avenue, Suite 110
San Diego, California 92123

County of San Diego, Clerk of the Board of Supervisors
1600 Pacific Highway, Room 402
San Diego, California 92101

Attachment E – Environmental Findings

ENVIRONMENTAL FINDINGS

I. CEQA FINDINGS

A. Find that the Planning Commission has reviewed and considered the Environmental Impact Report for the proposed project dated June 2021 on file with Planning & Development Services as Environmental Review Number PDS2018-ER-18-22-001 before making its recommendation on the project.

B. Certify that the Environmental Impact Report (EIR) dated June 2021 on file with Planning & Development Services as Environmental Review Number PDS2018-ER-18-22-001 has been completed in compliance with the California Environmental Quality Act and the State CEQA Guidelines, that the EIR was presented to the Board of Supervisors and that the Board of Supervisors reviewed and considered the information contained therein before approving the project, and that the EIR reflects the independent judgment and analysis of the Board of Supervisors.

C. Adopt the findings concerning mitigation of significant environmental effects pursuant to CEQA Guidelines section 15091. (Attachment D)

D. Adopt the Statement of Overriding Considerations pursuant to State CEQA Guidelines Section 15093. (Attachment D)

E. Adopt the Mitigation Monitoring and Reporting Program as incorporated into the project conditions of approval pursuant to CEQA Guidelines Section 15091(d).

II. OTHER ENVIRONMENTAL FINDINGS

A. Find that plans and documentation have been prepared for the proposed project that demonstrate that the project complies with the Watershed Protection, Stormwater Management, and Discharge Control Ordinance (County Code, section 67.801 et seq.).

Attachment F – Fire Services 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:

l. 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

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

("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,

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

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

By: _____

Authorized Representative
JVR Energy Park LLC

"County"

SAN DIEGO COUNTY FIRE AUTHORITY

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

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 81025'00" 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

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:

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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

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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.

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

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

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

ASSIGMENT 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: _____

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Attachment G – Public Documentation

County of San Diego
Jacumba Hot Springs Community Sponsor Group

***DRAFT* Minutes of the Zoom meeting held on April 20, 2021**
Jacumba Hot Springs, CA 91934

The April 20, 2021 Jacumba Community Sponsor Group (JCSG) regular meeting (via Zoom) was called to order at 5:30 pm.

https://us02web.zoom.us/j/89254658551?pwd=VWtFM3VUQWpPWEo2UUY3S2ZkQnpTUT09

Meeting ID: 892 5465 8551; Passcode: 090930. Dial-in: (669) 900-6833

A. Members Present: Seat 1. Jacari Cousins; Seat 2. Greg Curran; Seat 3. Cherry Diefenbach; Seat 4. Jeffery Osborne; Seat 5. VACANT. Public present: 9.

B. Pledge of Allegiance. (waived-due to virtual meeting format)

C. Motion to approve minutes of the regular JCSG meeting held on March 16, 2021. *M/S: Curran/ Cousins.* Passed: 4-0-0.

D. Public Communication: The public may comment on any subject within the JSG's jurisdiction that is not on the posted agenda. (Speakers are limited to 2 minutes and no action can be taken on non-agenda items.)

We had two speakers who expressed their concerns about the scope of San Diego's proposed Cannabis and Social Equity Ordinance. These speakers explained that there is still time to provide feedback on the ordinance which will streamline the opening of legal marijuana storefronts in our rural communities. Some concerns regarding the proliferation of legal pot shops in the backcountry is their proximity to schools, parks, county libraries, and churches (places where children congregate), whether law enforcement has the necessary resources to ensure pot shops do not sell their wares to underage buyers, and the inherent dangers of putting more impaired drivers onto our rural roads.

E. Action items: (Agenda items may be taken out of order upon request)

1. Motion to approve Katrina Westley's ROV certified application for Seat #5 (currently vacant). *M/S Diefenbach/Curran*. Passed 4-0-0.

2. Sponsor group has been asked to review/update our annual road resurfacing prioritization list for the County Department of Public Works (DPW). Our existing road resurfacing list includes: Railroad St. to Seeley Ave, (.11 miles) and Old Highway 80, MKR 33 to In-Ko-Pah Road, (7.05 miles). Tobey Halstead, a Jacumba business owner, requested the feasibility of the County paving an unpaved section of Carriso Gorge Road west of the Subway by I-8 exit 73. Since his request did not fall under the road resurfacing program, he was referred to the DPW for more information. Our group has identified Carriso Gorge Road from Old Highway 80 to the westbound I-8 exchange (1.0 miles) as a road in need of resurfacing; it will be added to our resurfacing list. **Motion to have the Chair submit our updated road resurfacing list to the DPW: *M/S Cousins/Curran*. Passed 4-0-0.**

The sponsor group also discussed the need for an additional crosswalk or radar sign that would slow down traffic on Old Highway 80 at the eastern end of Jacumba near Heber Street and the county library/community park area. This item will be carried over for further discussion/action at our next sponsor group meeting.

3. Discuss status of proposed Jacumba Valley Ranch Energy Park project and a tentative timeline for the solar project. At our last sponsor group meeting on March 16, 2021, our group voted to support a much smaller solar facility (200 acres), without a switchyard that would be located well north of the town with 1,500 feet setbacks from residences, and all public roads. This smaller solar facility could send its generated power via an underground transmission line to SDG&E's ECO substation.

On April 12, 2021, Planning & Development Services (PDS) project manager Nicholas Koutoufidis (nicholas.koutoufidis@sdcounty.ca.gov or 858-495-5329) provided our sponsor group with an electronic copy of the 20-page revised JVR project plan and a summary of the very minor changes it makes to the original 643 acre solar project previously described in the DEIR. Those changes include a footprint reduction of 20 acres and a water main re-alignment. According to Nick Koutoufidis, setbacks from the project fence line along the north side of Old Highway 80 will be 110 feet from the edge of the roadway; setbacks from the edge of the roadway on the south side of Old Highway 80 will 175-180 feet; and the fence line setback from the Jacumba Community Park/Highland Center property boundary has been increased to 300 feet. The revised project plan does not widen setbacks next to Jacumba residences on the east side of town, or eliminate the placement of solar arrays on the knoll where the abandoned farm buildings are currently located. Nor does it eliminate the 3.2-acre switchyard. The revised JVR solar project plan can be viewed at: https://www.sandiegocounty.gov/content/dam/sdc/pds/ceqa/JVR/DEIR/AdditionalDocs/JVR0Plot%20Plans%20(Optimized).pdf. (Although the Chair requested PDS provide a hard copy of the revised plans for our group to review on April 12th, eight days before our sponsor group meeting, they were not received until after our meeting.)

Additionally, the PDS Planner provided the following tentative timeline for the JVR solar project:

Week of June 22, 2021---Final EIR is released

July 9th, 2021---Planning Commission Hearing (vote on whether to recommend the project)

August 18th, 2021---Board of Supervisors Hearing (vote on whether to approve the project)

Given the County's COVID meeting restrictions in place throughout the JVR DEIR review process and which are still firmly in place, the Jacumba Sponsor Group believes that our residents are being kept in the dark about this massive green energy facility that is six times the physical size of our existing community. **There is NO SOCIAL EQUITY in jamming through 600 acres of solar arrays that will consume the best vacant farm or residential land immediately adjacent to our tiny village/Colonia.** Given the social-economic disadvantages experienced by many of our residents, an in-person meeting is absolutely critical to answer residents' questions and concerns about this "interim" 35-37 year project that has very real impacts to the future existence of Jacumba. **Zoom meetings simply do not work in a community where many residents do not own computers and/or smart phones. With the County's continued reliance on remote meetings, Jacumbians will effectively be shut out of any meaningful participation in the project review process.**

Before our Sponsor Group can make an informed decision on whether to approve, conditionally approve, or deny the revised JVR project plan, our residents must be made aware of the scope of the project and its significantly negative effects on Jacumba's community character, scenic vistas, biological resources, property values, tourism, and other quality of life issues. To that end, a socially-distanced community gathering to discuss this project is currently being organized by some residents for May 7, 2021 at 6 pm. It is only after receiving feedback on the project, from our neighbors and local business owners, that the Sponsor Group can faithfully represent the community's views regarding this project plan.

Motion to invite the project planner and project applicant to attend our next JCSG meeting on May 18, 2021 at 5:30 pm where we will vote on the revised JVR project plan. *M/S: Diefenbach/Osborne.* Passed: 4-0-0.

F. Group business and Announcements-discussion only.

1. Announcements:

a. On April 1, 2021, the Chair submitted a code compliance complaint for the continued presence of derelict appliances and mattresses dumped at the former Miller recycling place on Old Hwy 80. According to county code enforcement, the property has received multiple complaints and it is currently under investigation.

2. Community Interface Reports:

a. Fire Safe Council Revitalization. Mark Ostrander identified that the Fire Safe Council will be holding chipping events from 10m to 2pm on May 15, June 19, and July 17, 2021. Chipping sites for all the dates are the Resource Center (the former Boulevard Fire Station) and the Jacumba Community Park.

b. The Jacumba Boulevard Revitalization Association (JBRA), a CA non-profit 501c3 organization, will host a variety of community clean-up events as follows: Boulevard—Aug. 21; Campo—Sep. 18; Jacumba—Oct. 16; and Potrero—Nov. 20. Over the past year, the Resource Center operated by JBRA volunteers, has essentially been shut down for community activities due to COVID restrictions. The former fire station

apparatus bay was recently converted into a theater that can also be used as a large community meeting place.

Lorrie Ostrander announced that there will be a yard sale from 8am to 2pm on Friday, April 30; Saturday, May 1; and Sunday, May 2, 2021 at the Resource Center in Boulevard. The proceeds from the yard sale will benefit the JBRA and the Fire Safe Council.

G. Meeting was adjourned at 6:57 pm. The next regular JCSG meeting is Tuesday, May 18, 5:30pm. (Place to be determined.)

County of San Diego
Jacumba Hot Springs Community Sponsor Group
***DRAFT* Minutes from Regular Meeting on March 16, 2021**
Jacumba Hot Springs, CA 91934

The March 16, 2021 Jacumba Community Sponsor Group (JCSG) regular meeting (via Zoom) was called to order at 5:05 pm.

A. Members Present: Seat 1. Jacari Cousins; Seat 2. Greg Curran; Seat 3. Cherry Diefenbach; Seat 4. Jeffery Osborne. Seat 5. VACANT. Public present: 7. PDS Staff present: 3.

B. Pledge of Allegiance. (waived-due to virtual meeting format)

C. Motion/Second to approve minutes of the regular JCSG meeting held on December 22, 2020: *M/S: Curran/Cousins.* Passed: 4-0-0.

D. Public Communication: The public may comment on any subject within the JSG's jurisdiction that is not on the posted agenda. (Speakers are limited to 2 minutes and no action can be taken on non-agenda items.) There were no public comments.

E. Action items: (Agenda items may be taken out of order upon request)

1. Presentations on the Environmental, Housing and Safety Elements updates to the General Plan were provided by Robb Efrid and Camila Easland, of the Planning Development Services.

2. The chair provided newly seated members of the sponsor group with a general overview of the Jacumba Valley Ranch Energy Park (JVR solar) (PDS2018-MUP-18-022); (SCH No. 2019039044) DEIR. The JVR solar project involves the construction and operation of up to a 90 megawatt (MW) solar energy facility. The project footprint is approximately 643 acres on a 1,356 acre property formerly known as Ketchum Ranch. It would be located immediately east, north, and south of the community of Jacumba Hot Springs; north, south, and west of the Jacumba Airport, for about a mile along both sides of scenic Highway 80; and south of the I-8 corridor near the Jacumba exit. The project includes the following:

--approximately 300,000 photovoltaic modules (12-feet high) mounted on single axis trackers which follow the sun from east to west

--75 battery storage containers-three containers at each site (55-feet long, 19-feet wide and 10-feet high)

--25 inverter/transformer metal platforms on skids (8-feet wide and 20-feet long) installed adjacent to the battery storage containers

--5,000-feet of underground electrical collection system

--an on-site collector substation (152-feet by 180-feet) and a 200-foot-long, 65-foot-high overhead slack span transmission line that connects the collector substation to the switchyard

--a 138kV switchyard (3.2-acres) (adjacent to the collector substation) with 1,860-feet of overhead transmission lines strung on (five) 70-115 feet steel poles to loop the switchyard into the existing SDG&E Boulevard-East County Transmission Line

The DEIR also included project alternatives: 1. No project alternative; 2. Community buffer alternative; and 3. Reduced project Alternative. The Planning & Development Services (PDS) project manager is Nicholas Koutoufidis nicholas.koutoufidis@sdcounty.ca.gov or 858-495-5329. JVR Project documents are available at https:\\www.sandiegocounty.gov/content/sdc/pds/cequa/MUP-18-022/JVRAdminRecord.html.

The chair also identified some of the JVR project's conflicts with vision statements found in the Mountain Empire Subregional Plan:

-- "Provide a land use pattern that will accommodate the forecast population increase, while retaining the rural charm of the present living environment."

"Single family residential development on large lots outside the rural village with undeveloped meadows, open spaces, and hillsides. The ability to experience large open spaces and views to distant hills is essential to the preservation of the areas present quality of life."

"Industrial development is not compatible with the goal of maintaining the rural character of the sub-region…"

3. Discuss/identify possible elements of an alternative to the proposed JVR project that could make it more acceptable to the community. Meeting participants voiced concerns about the enormous size of the planned solar facility that is six times the size of the village of Jacumba, and its close proximity to private residences and the Jacumba airport. Alasdar Mullarney, director of operations for the glider club that operates out of the Jacumba Airport, reported that he has requested that the FAA complete another solar panel glare study as it pertains to glider operations since the one contained in the DEIR was inaccurate. Cherry Diefenbach voiced an objection to any solar array placement south of Old Highway 80 as it would impede the construction of a future international border crossing. Jeff Osborne stated that a massive solar facility would negatively impact future tourism and drive a stake through his plans for revitalizing local businesses. Katrina Westley believes that since San Diego County continues to lose agricultural lands to development, prime agricultural land, like that in Jacumba valley, should not be covered by an industrial energy project that provides no tangible benefit to the community. Others expressed concerns about the negative impacts to property values, as well as the destruction of community character. Jacumba residents believe this scenic valley should be used for a mixture of residential, agricultural, and recreational uses—land uses that would bring a new vitality back to this tiny disadvantaged and disenfranchised community.

In the past, Jacumba residents have supported other nearby large green energy projects. They would likely support a much smaller solar project. **Motion to support a 200-acre JVR solar facility located well north of the town with 1,500 foot setbacks from residences and all public roads, one that would utilize underground transmission lines to send generated power directly to the ECO Substation.** ***M/S Curran/Osborne*****. Passed 4-0-0**. The Chair will provide the PDS project manager with these recommendations for a reduced JVR project.

F. Group business and Announcements-discussion only.

1. Announcements:

a. The JCSG chair and other planning group chairs recently participated at a quarterly PDS training session. At that session, PDS was unable to predict when we might be able to resume in-person meetings.

b. The chair reminded newly seated members of JCSG of the requirement to submit their Assuming Office Form 700 within 30 days of their appointment and to complete the required online Ethics training within two years.

c. A vacancy notice for Seat #5 will be posted on March 17 at the Jacumba library and at the post office.

2. Community Interface Reports:

a. **Fire Safe Council and Revitalization.** Ken Dubach reported that a Community Wildlife Protection Plan was developed for Jacumba. It may need to be updated but one does exist. Ken also reported on improvements to the Backcountry resource center in Boulevard. The center has an emergency generator, and satellite phone and internet systems, that will operate during power outages. Since Ken and his family are relocating out of state, Mark Ostrander will be the POC for future fire safe and revitalization reports. Ken and his wife, Tammy, have provided countless volunteer hours while serving the communities of Boulevard and Jacumba on a variety of groups. We thank them for their past service and wish them well.

G. Meeting was adjourned at 6:45 pm. The next regular JCSG meeting is set for Tuesday, April 20, 5:30pm. (Place to be determined.)

County of San Diego
Jacumba Hot Springs Sponsor Group
***DRAFT* Minutes of Regular Meeting 5:30pm on May 18, 2021**
Jacumba Hot Springs, CA 91934

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https://us02web.zoom.us/j/81181825014?pwd=dENnUmxGZGFhWlVXc1lnb1JSNHJsUT09

Meeting ID: 811 8182 5014
Passcode: 281588

The May 18, 2021 Jacumba Community Sponsor Group (JCSG) meeting via Zoom was called to order at 5:32pm.

JCSG Members Present: Seat 1. Jacari Cousins; Seat 2. Greg Curran; Seat 3. Cherry Diefenbach; Seat 4. Jeffery Osborne; Seat 5. Katrina Westley. Public present: 9. County Staff: Nick Koutoufidis – Land Use/Environmental Planner, Bronwyn Brown – Manager, Susan Harris – Environmental Coordinator, Regan Watt – Land Use/Environmental Planner. Also Geoff Fallon--BayWa project representative and Candace Magnus--Dudek representative.

A. Pledge of Allegiance. (waived-due to virtual meeting format)

B. Motion to approve the draft minutes of the JCSG virtual meeting held on April 20, 2021. *M/S: Osborne/Curran.* Passed 4-0-1 (abstain Westley)

C. Public Communication: The public may comment on any subject within the JCSG's jurisdiction that is not on the posted agenda. (Speakers are limited to 2 minutes and no action can be taken on non-agenda items.)

We had one speaker who expressed concerns about the proposed Cannabis and Social Equity Ordinance. She encouraged those present to speak out about the ordinance before the Board of Supervisors (BOS) vote on it.

D. Action items: (Agenda items may be taken out of order upon request)

1. **Discuss/vote on the revised Jacumba Valley Ranch Energy Park (PDS2018-MUP-18-022) project.**

The revised project involves the construction and operation of an enormous 90 megawatt (MW) solar energy facility on ~623 acres located within Jacumba's Rural Village on a 1,356 acre property formerly known as Ketchum Ranch. As currently configured, the project footprint stretches from the International border to an area just south of the Subway station along I-8. It would place solar modules and associated equipment (battery storage containers, inverters, transformers, a collector substation, and a large switchyard) within 547 fenced acres immediately east, north, and south of the community of Jacumba Hot Springs; north, south, and west of the Jacumba Airport, for about a mile along both sides of scenic Highway 80; and south of the I-8 corridor near the Jacumba exit/Carriso Gorge Road. **While the revised project provides slightly larger setbacks than the original project delineated in the DEIR, the MUP area is still six times the physical size of the village of Jacumba.** The project includes the following:

--Approximately 300,000 photovoltaic modules (12-feet high and up to 300 feet in length) mounted on single axis mechanical trackers that follow the movement of the sun from east to west. (The stowed panel position is parallel to the ground; at full tilt, the panel bottom is 38 degrees from perpendicular.)

--75 battery storage containers-three containers at each of the 25 sites (containers are 55-feet long, 19-feet wide and 10-feet high).

--25 inverter/transformer metal platforms on skids (8-feet wide and 20-feet long) adjacent to battery containers.

--5,000-feet of an underground electrical collection system.

--An on-site collector substation (152-feet by 180-feet) and a 200-foot-long 65-foot-high overhead slack span transmission line that connects the collector substation to the switchyard.

--A 138kV switchyard (3.2-acres) adjacent to the collector substation with 1,860-feet of overhead transmission lines strung on (five) 70-115 feet high steel poles which will loop the switchyard into the existing SDG&E Boulevard-East County Transmission Line. This project is described as an "interim" land use with the project life projected as 35-37 years. Given that the switchyard will be turned over to SDG&E at the decommissioning of the solar project, it is likely to be followed by another industrial scale energy project. This essentially eliminates any future expansion of Jacumba as the best available land within the village boundary that could support affordable housing, agriculture and recreational uses or even an international border crossing has been squandered.

--The MUP project area will be enclosed with a 6-foot high slatted chain-link fence with three strands of barbed wire on top, and high voltage signage. Because the MUP area south of Old Hwy 80 has historically been prone to flooding, solar panels within that area may be raised as much as five feet above grade and flood fencing will be used. (A slatted perimeter fence around the project area will not adequately screen raised modules.)

--All former farm buildings and the vast majority of trees within the MUP area will be removed. (The old farm buildings and the nearby trees are routinely used as perches and scouting posts by a variety of large raptors.)

--A landscaping plan will be implemented from the project fencing outward 15 feet on both sides of Old Hwy 80, next to the town, and along some portions of Carrizo Gorge Road. The developer will maintain it for the lifetime of the project.

--During the estimated 13-month construction period, up to 500 construction workers will arrive at the site per day. Construction hours are projected as 7 am to 4 pm Monday through Saturday. (The DEIR did not identify any additional first responder staffing although the construction project will essentially double the population of the town. Jacumba's current firefighter staffing is just 2 people.) This solar site will be unmanned when completed.

a. **The Chair summarized recent community feedback on the revised JVR facility after project maps were posted and an informal polling of residents was conducted.** Of 125 responses received**, only two residents believe the proposed 623- acre solar facility would provide any benefit to the town**. **The vast majority of Jacumba residents believe the current scale of the project would do irreparable harm to community character, property values, future tourism, scenic vistas, local wildlife, and safety of glider operations at the Jacumba glider port, etc.**

b. **Geoff Fallon, a BayWa representative, provided a presentation describing the revised project and its larger setbacks as well as the permanent conservation of up to 435 acres of habitat adjacent to state park and federal wildlife lands.** During Fallon's presentation, the sponsor group was surprised to learn the project developer had initiated proposed community benefits agreements with the Jacumba Community Services District and with the Imperial Valley Desert Museum. **As neither of these entities represent the community of Jacumba with regards to land use issues, recommendations, and decisions, the Chair requested Mr. Fallon provide the sponsor group with a copy of those proposed benefits agreements to review as soon as possible.** As BayWa is looking for additional benefits ideas from Jacumba, it was suggested

that the JVR project include a microgrid electrical power supply loop to the town of Jacumba—one that would provide backup electrical power to residences/businesses on the occasions when the normal power has been shut off by SDG&E due to Santa Ana winds. Mr. Fallon stated he was not an electrical engineer but that he thought that doing so would be very complicated. (A microgrid connection from a much smaller SDG&E solar facility currently under construction in Campo will provide power via battery backup to the San Ysidro Health Center and a few other nearby Campo businesses.) Because the JVR project is not designed to provide power distribution, Fallon suggested that we could contact one of the community choice aggregates (CCA) in the county to see if we could purchase our power from them. When asked if he was familiar with the May 17, 2021 *SDUT* article which stated the San Diego Community Power CCA would vote in late May on a 20-year power purchase agreement for 90MW of solar power from the JVR solar facility, Mr. Fallon disclosed that BayWa is in late stage negotiations with them. The sponsor group believes the signing of a JVR power purchase agreement (PPA) before the release of the final EIR, and Planning Commission and BOS hearings is premature and it gives the appearance that PDS staff may have provided the developer with an early indication that this solar project will be approved.

Mr. Fallon's presentation also included a discussion of the Community Buffer Alternative described in the DEIR. This alternative provides an option for a larger 300-foot setback (18.9 acres) from residential properties located north of Old Hwy 80 that would help to mitigate project noise and soften the visual impact of the solar panels. When asked if the community buffer alternative option would impact the facility's ability to produce up to 90MW of power, Fallon stated that solar module efficiency improvements would likely allow energy production to remain at 90MW**. Since distance is a major mitigation strategy for reducing the noise impact to the community, the sponsor group was surprised that the developer did not include the larger community buffer setbacks if the facility would still meet its stated energy goal of producing up to 90MW of power. Magnus: An updated acoustical report of the proposed project will be included in the final EIR.**

Some questions and comments expressed after Mr. Fallon's presentation follow:

--Curran: Why not put this project in the desert instead of ruining our community? Fallon: It is being sited here because of land characteristics and its close proximity to three existing transmission lines. These elements make it a viable project, one that will meet our energy production goals.

--Osborne: How will the project mitigate its impact on tourism? Fallon: We have tried to address the community's concerns regarding this issue in the final EIR. I cannot speak to the future state of tourism in Jacumba based on this solar project.

--Osborne: How far back is the developer willing to pull back from the town and our scenic vistas? Where is the developer willing to comprise on the final project size? Is the company willing to compromise on a much smaller project? Fallon: No, we have already made some accommodations to the community by incorporating larger setbacks into the revised plan.

--Hafdell: Are there any other locations in San Diego County where a solar facility of this scale been constructed? The PDS staff were unable to provide an example of another solar project of similar size and scale that has been constructed within a village boundary in San Diego County. (The solar facility in Ramona is only 43 acres.) Westley: So, the local residents and the project's impact on them is not important? This is just another example of Jacumba getting dumped on. Diefenbach: Unfortunately, the property owners/renters in Jacumba who do not want to live next to this utility-scale solar facility lack the resources to move to a more expensive community.

--Cousins: Now that property values in Jacumba are finally beginning to go up, how will this huge project affect them? Local Jacumba realtor, Breck Schoch, stated that he believes the industrial scale

of the JVR project will negatively affect local property values. He also believes that agriculture or the expansion of the town would be a much better use of the property. Harris: The issue of property values will be addressed globally in the final EIR. Magnus: The final EIR will globally discuss social-economic concerns. Brown: CEQA doesn't require a discussion of the project's impact on property values. That is something that you can bring up at the Planning Commission and BOS hearings.

--Alasdar Mullarney, the director of operations for the Associated Glider Clubs of Southern California, and a seasoned glider pilot who has launched many gliders from the Jacumba airport, addressed his concerns regarding the project's impact on the safety of glider operations: "I strongly object to the JVR project wrapping around the airport runway. We have had a number of launch failures in which the gliders landed in the area where the solar modules and battery storage containers will be placed—I believe their placement will be extremely hazardous and even life threatening." Diefenbach: Mr. Mullarney, you train student glider pilots out of this airport. Do you think the placement of electrical components along the sides of the runway and a row of battery storage containers in front of the runway will be unnerving to inexperienced pilots? Mullarney: They most certainly will. Koutoufidis: The FAA's initial finding regarding this project was a "no hazard determination." Mullarney: The FAA's finding is wrong. I have requested that the FAA conduct another glare study as the one in the draft EIR did not fully appreciate the glare impact as it pertains to glider operations.

--Halstead: Is there any plan for an airport runway expansion? Koutoufidis: As part of the CEQA process, the JVR project was reviewed against the current Airport Compatibility Land Use Plan (ACLUP). I believe that there is a newer draft ACLUP but I am not aware that the project addresses any future runway expansion. Osborne: From my perspective as the owner of the Jacumba resort, future tourism would potentially be enhanced if people were able to arrive by single engine aircraft and land at the Jacumba airport.

--Sigmon: I am concerned that the project will suck up every foot of viable land on which Jacumba could expand. I am also worried about the potential impact of solar module glare on viewers like gliders, and hillside residences. Project fencing will not adequately mitigate the glare produced by solar modules that have been raised due to their placement in a flood plain area. Magnus: A new glare study that addresses the impact of glare on gilder operations and the Jacumba residences on the southeastern hillside will be part of the final EIR. Koutoufidis: Solar modules will have an anti-glare coating.

--Westley: I moved to Jacumba for the scenic vistas, for the peace and quiet—everything that will be negatively impacted by the JVR project. After my review of the preliminary JVR landscape plan, I found that many of the trees/plants listed are inappropriate for our semi-arid, high desert region. Magnus: The landscaping plan is being submitted to the County for approval. Diefenbach: The sponsor group will also provide recommended changes to the JVR landscaping plan.

--Westley: The 50-foot-wide wildlife crossing located in the northern section of the project area is inadequate in width as it will predispose animals to predation. The crossing should be widened and native plants should remain or it will not fulfill its intended purpose. Harris/Magnus: There a dedicated wildlife corridor located along the northwestern edge of the project area that will provide a linkage with state park land where camera installations will monitor the functioning of the corridor. That area is part of the 435 acres of dedicated biological open space required as mitigation for the project. The small wildlife crossing was put in at the request of the county biologist as an escape route of sorts and it is not intended to serve as the primary wildlife corridor. The final EIR will address criteria for the wildlife crossing.

--Westley: I am also concerned that the demolition of the historic farm buildings and the removal of all the trees near those buildings will have a significant impact on multiple species of raptors that

currently use the buildings and trees for perching, nesting, and roosting. How will the project mitigate its impact on raptors? Magnus: I really can't tell you how the project will mitigate that. Diefenbach: When solar panels are placed on that knoll, I don't see how fencing and landscaping at an elevation that is 100 feet lower can possibly serve as a realistic visual mitigation measure. Fallon: We try to address the changes in topography in our plan.

--Osborne: How will the project mitigate for the photovoltaic (PV) heat island effect which may increase temperatures in our village as much as 10 degrees F? This issue was also brought up by state parks in their DEIR response as well. Harris: There will be a global response on the PV heat island effect in the final EIR which is still being drafted. Osborne: So, we are supposed to vote on a project when we don't know the extent of environmental impacts to our town? Koutoufidis: I think the project provides enough detail for the group to vote. Harris: If there was a new significant impact, we would have to recirculate another draft EIR. We are not seeing that. There will be a global discussion of the PV heat island effect in the final EIR.

--Osborne: This question is for Nick--Do you think this project is consistent with the goals in our Mountain Empire Sub-regional Plan? Koutoufidis: Yes, we believe the findings of this major use permit are compatible with the plan in bulk, scale, height, and operational characteristics. PDS will write a recommendation to the Planning Commission based on the findings in the final EIR.

--Jannen: How will the project mitigate the loss of GHG (carbon) sequestration that occurs from the soil and existing plants? Magnus: The final EIR will include a GHG analysis. Diefenbach: The soil in the project area has been agricultural land for 65 years, I am concerned that during project grading, soil will be sold and redistributed to other parts of the county. **The sponsor group will request language in the final grading plan that specifically prohibits the bulk sale and removal of soil from the JVR project area.**

--Osborne: I am curious why SDG&E will own the switchyard in perpetuity after the "interim" solar project is decommissioned in ~35 years. Fallon: The switchyard is necessary to directly connect the power produced by the solar facility into the 138kV transmission line. The Independent Service Operator (ISO) considers the switchyard to be necessary part of the project for network reliability. Diefenbach: There is no need for the switchyard to remain after the JVR project decoms, unless of course, there is another follow-on green energy project that will go into the area. If that is the case, describing this utility project as an "interim" land use is, at best, extremely disingenuous to the residents of Jacumba. Koutoufidis: I know there was a DEIR question about whether the switchyard was optional, and whether power generated by the solar facility could be sent directly via underground transmission lines to the SDG&E ECO Sub-station. The earthwork needed to underground the transmission lines would negatively impact biological resources and increase the release of GHG in the northern part of the project area.

--Diefenbach: Mr. Fallon, I have some general comments/questions about the revised JVR plan. It is my understanding that your project will be using lithium-ion batteries which are potentially flammable. Why is your project using them in a high wildfire hazard area? Also what is the projected lifespan of that type of battery? Fallon: I believe the lithium-ion battery is correct but we haven't selected the manufacturer yet. Diefenbach: Why isn't the project using ESS iron flow batteries which present no fire, chemical, or explosive risk? This type of battery would greatly reduce the need for fire suppression equipment and it would also eliminate hazmat concerns. The ESS battery chemistry contains no toxic materials and it is fully recyclable at the end of its 25-year lifespan. SDG&E is currently installing ESS batteries in a 1MW solar project that is under construction in the Campo area, another wildfire prone area similar to Jacumba. **The sponsor group will request the developer uses the environmentally safer and non-flammable (iron flow) batteries regardless of the final size of JVR facility as a condition of approval.**

--Diefenbach: Solar technology appears to be rapidly changing and improving. Solar module efficiency is a critical component of green energy production because it means you can achieve a higher energy output from a smaller project footprint. Solar modules are the most expensive part of the project. Specifically, I have several questions about your solar modules. What is their rated efficiency, and what is their projected lifespan? If the lifespan or solar module warranty does not cover the entire period of the project which the DEIR states to be 35-38 years, what is your plan for solar module replacement? Does this mean that the community will be negatively impacted by a follow-on construction project again in 20 to 25 years when the JVR solar panels become obsolete? Fallon: Our company has not selected a specific solar module yet but we will use a top-tier bifacial module. I don't have a specific efficiency rating for the modules. Diefenbach: What is a bifacial solar module? Fallon: A bifacial module captures direct sunlight through the top of the panel and sunlight reflected from the ground. Diefenbach: If bifacial modules capture sunlight on both sides of the panel, it seems like these solar panels could be placed closer together than the traditional monofacial modules and still achieve a higher efficiency with a reduced footprint. What is the distance between solar arrays and are the solar modules and batteries recyclable? Fallon: The solar modules are largely recyclable. **The sponsor group will request the project developer invest in most efficient solar modules currently available even if it means higher-up-front costs to the developer.**

--Diefenbach: The DEIR stated that the JVR project will use 11arce- feet of water from existing wells to wash solar panels four times per year. With climate change impacting our area in terms of less annual rainfall, what will your project do to reduce its water usage from our shared local aquifers? Why doesn't your project use a motorized nylon brush "dry" dusting system that is currently being employed in other arid countries? This dry dusting system could offer saving of up to 90 percent of the projected water usage for module cleaning. Koutoufidis: Groundwater monitoring will be conducted during construction and decommissioning. Groundwater reports are required for the first five years of the project. After five years, the county geologist will determine if continued reporting is necessary. **The sponsor group will request that the project developer uses a dry brush dusting system for solar module cleaning instead of wasting 44 acre-feet of water per year from local aquifers as a condition of approval for any utility-scale solar facility.**

--Diefenbach: Does the revised plan include additional firefighting staffing during the construction phase of the project when the construction workers will double the size of the town? Magnus: Additional firefighter staffing will be addressed in the final EIR. Fallon: There is a condition in the final EIR that will require the developer will pay for additional firefighter staffing during construction.

--Diefenbach: I also have some specific questions and concerns with the revised JVR plot maps dated 4/08/2021: These maps do not identify the 435 acres of dedicated biological mitigation lands. **Request the developer identify biological mitigation lands on subsequent plot maps.**

Sheet 001: Note 15 addresses the requirement to cover all disturbed areas with organic mulch or approved equal to reduce dust. It further states that disturbed areas are to be seeded and watered regularly and "permanently during construction." **Clarify project wording to reflect the maintenance of disturbed areas after construction and over the lifespan of the project.**

Note 19 states that solar facilities may be relocated, reconfigured or revised with administrative approval of PDS. The community should be notified and invited to comment when the changes are significant. Koutoufidis: Only 10 percent of the project can be changed without community notification. **Developer shall clarify the plot plan wording to reflect that up to 10 percent of the project may be changed administratively.**

Note 23: **Require project signage in English and Spanish due to the facility's close proximity to the international border.**

Sheet 100 (overall plot plan): This plot map shows the entire MUP area southeast of town and south of Hwy 80 is enclosed with some type of flood fencing. This indicates the developer is well aware that they are placing energized high voltage equipment in a historical flood plain area. Raising solar panels as much as five feet above grade and then pretending that a six feet high fence with landscaping will adequately screen the solar panels in a scenic viewshed is ludicrous. **The sponsor group believes that high voltage electrical equipment should not be sited in a historic flood plain area.**

Also, the developer should widen wildlife crossing to a minimum of 100 feet and ensure sufficient native plants are maintained for cover.

Sheet 101: This map shows three battery storage containers, an inverter, and a transformer placed within a seasonal drainage feature. Does this mean the feature will be eliminated by fill? **Relocate equipment as appropriate.**

Sheet 102: There are a number of inconsistencies between the type of fencing that is identified on this map and the type of fencing shown on Sheet 100--One map shows flood fencing along the south and north project boundaries near the collector substation, the other does not**. Review sheets 100 and 102 and correct fencing inconsistencies.**

Sheet 103: Project representative stated at the May 18 sponsor group meeting that the community alternative setbacks could be incorporated and still meet energy production goals of up to 90MW. **County should require the developer to provide 300-foot-wide minimum setbacsk next to residences and trailer park area (Community buffer alternative).**

Sheet 104: If high voltage elements like solar panels and batteries etc., are to be sited in the flood plain area south of Old Highway 80 near the Jacumba Airport, **relocate the row of batteries, inverters, and transformers south of the runway closer to the border fence.** This will reduce their potential impact on the safety of glider operations**.**

Sheet 202: Shows the profile on a solar module with the top of the module as much as 12 feet above grade--No meaningful screening by a six-foot-high fence.

Note 5: **Correct wording to read: "east and northeast" of Carriso Gorge Rd.**

Sheet 300: Same comment as Sheet 104 regarding the row of batteries, inverters.

Sheet 400 BMP: Post Construction Maintenance note: Will the area under the solar modules be seeded for the lifetime of the project? **Clarify who makes the decision if remedial action is need to restore plant stocks, etc?**

The MUP project boundary located north and south of Old Highway is described as having a silt fence. **The final EIR should describe how silt fencing be used in conjunction with flood fencing or break-away fencing.**

This sheet shows mapped elevations of 2895 and 2875 in the areas immediately west and south of the farm buildings located on a knoll. Visually, the former farm buildings which are mapped at an elevation of 2825 feet appear to be higher in elevation than those areas. **Review/revise mapped elevations near the farm buildings to ensure correctness.** Also, the final EIR should explain how the fencing and landscaping along Old Hwy 80 at an elevation of 2795 (100 feet lower than the solar panels on the knoll) will provide a viable mitigation for the aesthetics of the project.

Move battery/inverter/transformer row shown next to Jacumba residences 300 feet north of their mapped location to mitigate for mechanical noise.

Notes 11 and 12 need clarification. "All areas being cleared and grubbed shall be seeded with hydro stabilization during summer and winter construction?" **Define "timely**

manner" (in Note 12), **and identify who will decide if the contractor needs to stabilize vegetative growth?**

Sheet 500: Many of the trees and plants listed in the preliminary plant legend are not native, drought tolerant or appropriate for our area. Jacumba Sponsor Group will provide recommended changes.

Sheet 502 figure B2 shows a misleading representation of landscaping growth after just five years. Trees and plants planted in Jacumba are slow growing even when regularly watered. (The landscaping planted in 2013/2014 to screen the Boulevard substationon Hwy 80 provides a realistic example how landscaping matures in the Boulevard/Jacumba areas.)

Following the question and answer period, the Chair reminded sponsor group members that although many of their questions were not adequately answered by PDS staff and/or the project representative, they will be voting on whether to approve, conditionally approve or deny the revised 623-acre plan.

Motion to deny the 623-acre JVR solar project plan as presented. ***M/S: Westley/Curran.*** **Passed: 5-0-0.** The sponsor group authorized the Chair to submit PDS-534 form with the reasons for JVR project denial as well BMP suggestions that the County should require as conditions of any size project approval. Koutoufidis: Cherry, if you send me the group's suggestions, we will definitely review them.

The Planning & Development Services (PDS) project manager for the JVR project is Nicholas Koutoufidis (nicholas.koutoufidis@sdcounty.ca.gov or 858-495-5329). The revised 20-page JVR project plan can be viewed at: https://www.sandiegocounty.gov/content/dam/sdc/pds/ceqa/JVR/DEIR/AdditionalDocs/JVR0Plot%20Plans%20(Optimized).pdf.

2. **Discuss/vote on the need for a crosswalk across Old Highway 80 at Carriso St. near the Highland Community Center and the Jacumba Library.** *Carried over to our next meeting.*

3. **Discuss the status of the trash/appliance/mattress dumping that has been occurring for more than six months at the former recycling business located on scenic Hwy 80 west of Jacumba**. Should the sponsor group chair formally ask Supervisor Joel Anderson's office to get involved in finding a solution? *Carried over to our next meeting.*

E. Group business and Project Updates-discussion only:

1. Announcements and correspondence. None.
2. Community interface and other reports. None.
   a. Fire Safe Council
   b. Revitalization

F. Adjournment:

The sponsor group meeting was adjourned at 8:07pm. The next regular Jacumba Sponsor group meeting is scheduled for Tuesday, June 15, 2021 at 5:30pm.

Purpose of Planning and Sponsor Groups:

Advise the County on discretionary projects as well as on planning and land use matters that are proposed within their respective community planning or sponsor group area.

County of San Diego
Jacumba Hot Springs Sponsor Group
Final Agenda for Regular Meeting 5:30pm on May 18, 2021
Jacumba Hot Springs, CA 91934

To attend Zoom meeting via computer or smart phone:
https://us02web.zoom.us/j/81181825014?pwd=dENnUmxGZGFhWlVXc1lnb1JSNHJsUT09

Join by Phone
+1 (669) 900-6833 or (253) 215-8782
Meeting ID: 811 8182 5014
Passcode: 281588

A. Roll call (Determination of quorum): Seat 1. Jacari Cousins; Seat 2. Greg Curran; Seat 3. Cherry Diefenbach; Seat 4. Jeffery Osborne; Seat 5. (Katrina Westley's application is awaiting BOS approval)

B. Pledge of Allegiance. (waived-due to virtual meeting format)

C. Approval of draft minutes for Jacumba Sponsor Group (JSG) virtual meeting held on April 20, 2021.

D. Public Communication: The public may comment on any subject within the JSG's jurisdiction that is not on the posted agenda. (Speakers are limited to 2 minutes and no action can be taken on non-agenda items.)

E. Action items: (Agenda items may be taken out of order upon request)

1. **Discuss/vote on the revised Jacumba Valley Ranch Energy Park (PDS2018-MUP-18-022) project.**

   a. **On March 16, 2021, the Jacumba Sponsor Group voted to support a much smaller solar facility (up to 200 acres) located well north of the town with 1,500-foot setbacks from residences and all public roads.** This smaller facility would utilize underground transmission lines to send its generated green energy directly into the power grid via SDG&E's ECO substation, thereby eliminating the need for a switchyard.

   b. On April 12, 2021, our sponsor group received an electronic copy of the revised JVR solar project map (4th submittal) dated 04/08/2021.

The revised project involves the construction and operation of an enormous 90 megawatt (MW) solar energy facility on ~623 acres located within Jacumba's Rural Village on a 1,356 acre property formerly known as Ketchum Ranch. As currently configured, the project footprint stretches from the International border to an area just south of the Subway station along I-8. It would place solar modules and associated equipment (battery storage containers, inverters, transformers, a collector substation, and a large switchyard) within 547 fenced acres immediately east, north, and south of the community of Jacumba Hot Springs; north, south, and west of the Jacumba Airport, for about a mile along both sides of scenic Highway 80; and south of the I-8 corridor near the Jacumba exit/Carriso Gorge Road. **While the revised project map provides slightly larger setbacks than the original project delineated in the DEIR, it is still six times the physical size of the existing village of Jacumba.** The project includes the following:

--approximately 300,000 photovoltaic modules (12-feet high and up to 300 feet in length) mounted on single axis mechanical trackers that follow the movement of the sun from east to west. (The stowed panel position is parallel to the ground; at full tilt, the panel bottom is 38 degrees from perpendicular.)

--75 battery storage containers-three containers at each of the 25 sites (containers are 55-feet long, 19-feet wide and 10-feet high).

--25 inverter/transformer metal platforms on skids (8-feet wide and 20-feet long) adjacent to battery containers.

--5,000-feet of underground electrical collection system.

--an on-site collector substation (152-feet by 180-feet) and a 200-foot-long 65-foot-high overhead slack span transmission line that connects the collector substation to the switchyard.

--a 138kV switchyard (3.2-acres) adjacent to the collector substation with 1,860-feet of overhead transmission lines strung on (five) 70-115 feet high steel poles which will loop the switchyard into the existing SDG&E Boulevard-East County Transmission Line. This project is described as an “interim” land use with the project life projected as 35-37 years. Given that the switchyard will be turned over to SDG&E at the decommissioning of the solar project, it is likely to be followed by another industrial scale energy project. This essentially eliminates any expansion of the town and the possibility of a future international border crossing at Jacumba. (Below is photo of a solar project switchyard.)



--The MUP project area will be enclosed with a 6-foot high slatted chain-link fence with three strands of barbed wire on top, and high voltage signage. Because the MUP area south of Old Hwy 80 has historically been prone to flooding, solar panels within that area may be raced as much as five feet above grade and flood fencing will be used. (Below is a photo of a non-tracking or fixed solar project currently under construction. A slatted fence does not adequately screen even these modules which have not been elevated five feet above grade.)



--All former farm buildings and all existing trees within the project area will be removed. (Many of the old buildings and the trees near the farm are routinely used as perches and scouting posts by a variety of large raptors.)

--A landscaping plan will be implemented 15 feet from the project fencing on both sides of Old Hwy 80, next to the town, and along some portions of Carrizo Gorge Road. Developer to maintain it for the lifetime of the project.

--During the estimated 13-month construction period, up to 500 construction workers will arrive at the site per day. Construction hours are projected as 7 am to 4pm Monday through Saturday. (**The DEIR did not identify any additional first responder staffing** even though the construction project will essentially double the population of the town. Jacumba's current firefighter staffing is just 2 people.) This solar site will be unmanned when completed.

c. **An informal community forum was held in Jacumba on May 7, 2021, and a variety of local issues were discussed, including the revised JVR project.** Community members were given an opportunity to look at the revised JVR project maps and they were asked to state their opinions as whether they thought the JVR Solar park would benefit Jacumba or whether they thought it would negatively impact the town. Their nearly unanimous responses were that the solar project would provide no benefit to local residents, and that it would do irreparable harm to community character, property values, future tourism, scenic vistas, and flight operations at the Jacumba glider port, etc.

d. Following a JVR project presentation made by Geoff Fallon, the sponsor group will further discuss/vote on whether to approve, conditionally approve, or deny the 623-acre JVR project plan. (Fallon represents the solar project developer, BayWa r.e. Solar Project LLC.)

The Planning & Development Services (PDS) project manager for the JVR project is Nicholas Koutoufidis (nicholas.koutoufidis@sdcounty.ca.gov or 858-495-5329). The revised 20-page JVR project plan can be viewed at: https://www.sandiegocounty.gov/content/dam/sdc/pds/ceqa/JVR/DEIR/AdditionalDocs/JVR0Plot%20Plans%20(Optimized).pdf.

2. **Discuss/vote on the need for a crosswalk across Old Highway 80 at Carriso St. near the Highland Community center and the Jacumba library.**

3. **Discuss the status of the trash/appliance/mattress dumping that has been occurring for more than six months at the former recycling business located on scenic Hwy 80 west of Jacumb**a. Should the sponsor group chair formally ask Supervisor Joel Anderson's office to get involved in finding a solution?

F. Group business and Project Updates-discussion only:

1. Announcements and correspondence.
2. Community interface and other reports.
   a. Fire Safe Council
   b. Revitalization

G. Adjournment:

The next regular Jacumba Sponsor group meeting will be held on Tuesday, June 15, 2021 at 5:30pm.

Purpose of Planning and Sponsor Groups:

Advise the County on discretionary projects as well as on planning and land use matters that are proposed within their respective community planning or sponsor group area.

County of San Diego
Jacumba Hot Springs Sponsor Group
Final Agenda for Regular Meeting 5:30pm on May 18, 2021
Jacumba Hot Springs, CA 91934

To attend Zoom meeting via computer or smart phone:
https://us02web.zoom.us/j/81181825014?pwd=dENnUmxGZGFhWlVXc1lnb1JSNHJsUT09

Join by Phone
+1 (669) 900-6833 or (253) 215-8782
Meeting ID: 811 8182 5014
Passcode: 281588

A. Roll call (Determination of quorum): Seat 1. Jacari Cousins; Seat 2. Greg Curran; Seat 3. Cherry Diefenbach; Seat 4. Jeffery Osborne; Seat 5. (Katrina Westley's application is awaiting BOS approval)

B. Pledge of Allegiance. (waived-due to virtual meeting format)

C. Approval of draft minutes for Jacumba Sponsor Group (JSG) virtual meeting held on April 20, 2021.

D. Public Communication: The public may comment on any subject within the JSG's jurisdiction that is not on the posted agenda. (Speakers are limited to 2 minutes and no action can be taken on non-agenda items.)

E. Action items: (Agenda items may be taken out of order upon request)

1. **Discuss/vote on the revised Jacumba Valley Ranch Energy Park (PDS2018-MUP-18-022) project.**

   a. **On March 16, 2021, the Jacumba Sponsor Group voted to support a much smaller solar facility (up to 200 acres) located well north of the town with 1,500-foot setbacks from residences and all public roads.** This smaller facility would utilize underground transmission lines to send its generated green energy directly into the power grid via SDG&E's ECO substation, thereby eliminating the need for a switchyard.

   b. On April 12, 2021, our sponsor group received an electronic copy of the revised JVR solar project map (4th submittal) dated 04/08/2021.

The revised project involves the construction and operation of an enormous 90 megawatt (MW) solar energy facility on ~623 acres located within Jacumba's Rural Village on a 1,356 acre property formerly known as Ketchum Ranch. As currently configured, the project footprint stretches from the International border to an area just south of the Subway station along I-8. It would place solar modules and associated equipment (battery storage containers, inverters, transformers, a collector substation, and a large switchyard) within 547 fenced acres immediately east, north, and south of the community of Jacumba Hot Springs; north, south, and west of the Jacumba Airport, for about a mile along both sides of scenic Highway 80; and south of the I-8 corridor near the Jacumba exit/Carriso Gorge Road. **While the revised project map provides slightly larger setbacks than the original project delineated in the DEIR, it is still six times the physical size of the existing village of Jacumba.** The project includes the following:

--approximately 300,000 photovoltaic modules (12-feet high and up to 300 feet in length) mounted on single axis mechanical trackers that follow the movement of the sun from east to west. (The stowed panel position is parallel to the ground; at full tilt, the panel bottom is 38 degrees from perpendicular.)

--75 battery storage containers-three containers at each of the 25 sites (containers are 55-feet long, 19-feet wide and 10-feet high).

--25 inverter/transformer metal platforms on skids (8-feet wide and 20-feet long) adjacent to battery containers.

--5,000-feet of underground electrical collection system.

--an on-site collector substation (152-feet by 180-feet) and a 200-foot-long 65-foot-high overhead slack span transmission line that connects the collector substation to the switchyard.

--a 138kV switchyard (3.2-acres) adjacent to the collector substation with 1,860-feet of overhead transmission lines strung on (five) 70-115 feet high steel poles which will loop the switchyard into the existing SDG&E Boulevard-East County Transmission Line. This project is described as an “interim” land use with the project life projected as 35-37 years. Given that the switchyard will be turned over to SDG&E at the decommissioning of the solar project, it is likely to be followed by another industrial scale energy project. This essentially eliminates any expansion of the town and the possibility of a future international border crossing at Jacumba. (Below is photo of a solar project switchyard.)



--The MUP project area will be enclosed with a 6-foot high slatted chain-link fence with three strands of barbed wire on top, and high voltage signage. Because the MUP area south of Old Hwy 80 has historically been prone to flooding, solar panels within that area may be raced as much as five feet above grade and flood fencing will be used. (Below is a photo of a non-tracking or fixed solar project currently under construction. A slatted fence does not adequately screen even these modules which have not been elevated five feet above grade.)



--All former farm buildings and all existing trees within the project area will be removed. (Many of the old buildings and the trees near the farm are routinely used as perches and scouting posts by a variety of large raptors.)

--A landscaping plan will be implemented 15 feet from the project fencing on both sides of Old Hwy 80, next to the town, and along some portions of Carrizo Gorge Road. Developer to maintain it for the lifetime of the project.

--During the estimated 13-month construction period, up to 500 construction workers will arrive at the site per day. Construction hours are projected as 7 am to 4pm Monday through Saturday. (**The DEIR did not identify any additional first responder staffing** even though the construction project will essentially double the population of the town. Jacumba's current firefighter staffing is just 2 people.) This solar site will be unmanned when completed.

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County of San Diego, Planning & Development Services

COMMUNITY PLANNING OR SPONSOR GROUP PROJECT RECOMMENDATION

ZONING DIVISION

Record ID(s): PDS2018-MUP-18-022

Project Name: Jacumba Valley Ranch Energy Park

Planning/Sponsor Group: Jacumba Sponsor Group

Results of Planning/Sponsor Group Review

Meeting Date: May 18, 2021

A. Comments made by the group on the proposed project.

See attached meeting minutes of May 18, 2021

B. Advisory Vote: The Group ☒ **Did** ☐ **Did Not** make a formal recommendation, approval or denial on the project at this time.

If a formal recommendation was made, please check the appropriate box below:

MOTION:

- ☐ Approve without conditions
- ☐ Approve with recommended conditions
- ☒ Deny
- ☐ Continue

VOTE: 5 **Yes** 0 **No** 0 **Abstain** 0 **Vacant/Absent**

C. Recommended conditions of approval:

The sponsor group authorized the Chair to submit comments in opposition to the JVR ~~Enger~~ Energy Park plot maps dated 04/08/21.

Reported by: Cherry Diefenbach **Position:** Chair **Date:** 5-31-21

Please email recommendations to BOTH EMAILS;
Project Manager listed in email (in this format): Firstname.Lastname@sdcounty.ca.gov **and to** CommunityGroups.LUEG@sdcounty.ca.gov

Attachment H – Service Availability Forms

County of San Diego, Planning & Development Services
PROJECT FACILITY AVAILABILITY - FIRE
ZONING DIVISION

F

Please type or use pen

BayWa r.e. Development LLC — 949-398-3915
Owner's Name — Phone

18575 Jamboree Road — Suite 850
Owner's Mailing Address — Street

Irvine — CA — 92612
City — State — Zip

ORG_____
ACCT_____
ACT_____
TASK_____
DATE_____ AMT $_____
DISTRICT CASHIER'S USE ONLY

SECTION 1. PROJECT DESCRIPTION — TO BE COMPLETED BY APPLICANT

A.
- ☐ Major Subdivision (TM)
- ☐ Minor Subdivision (TPM)
- ☐ Boundary Adjustment
- ☐ Rezone (Reclassification) from_____to_____zone.
- ☒ Major Use Permit (MUP), purpose: Solar and Battery Storage Project
- ☐ Time Extension...Case No._____
- ☐ Expired Map...Case No._____
- ☒ Other_____
- ☐ Specific Plan or Specific Plan Amendment
- ☐ Certificate of Compliance:_____

B.
- ☐ Residential . . . . . Total number of dwelling units_____
- ☐ Commercial . . . . . Gross floor area_____
- ☐ Industrial . . . . . Gross floor area_____
- ☒ Other . . . . . Gross floor area Property: 1356 acres, Fenced Area: 623 acres

C. Total Project acreage 623 Total lots_____ Smallest proposed lot_____

Assessor's Parcel Number(s)
(Add extra if necessary)

614-100-20 614-100-21	660-020-06 660-150-04
614-110-04 660-020-05	660-150-07 660-150-08
660-150-10 660-150-14	660-170-09 661-010-02
660-150-17 660-150-18	661-010-15 661-010-26
661-010-27 661-010-30	660-140-06
661-060-12 661-060-22	660-140-08 660-150-21
	660-150-16

Thomas Guide. Page 1321 Grid G-J 2-6

Old Highway 80
Project address — Street

Jacumba — 91934
Community Planning Area/Subregion — Zip

OWNER/APPLICANT AGREES TO COMPLETE ALL CONDITIONS REQUIRED BY THE DISTRICT.

Applicant's Signature: William Gulley (May 7, 2021 14:41 PDT) Date: 5/6/2021

Address: 18575 Jamboree Road, Suite 850, Irvine, CA 92612 Phone: 949-406-2007

(On completion of above, present to the district that provides fire protection to complete Section 2 and 3 below.)

SECTION 2: FACILITY AVAILABILITY — TO BE COMPLETED BY DISTRICT

District Name: San Diego County Fire Protection District

Indicate the location and distance of the primary fire station that will serve the proposed project:
Jacumba Station 43, 1255 Jacumba St, approx. 2.5 miles

A. ☒ Project is in the District and eligible for service.
- ☐ Project is not in the District but is within its Sphere of Influence boundary, owner must apply for annexation.
- ☐ Project is not in the District and not within its Sphere of Influence boundary.
- ☐ Project is not located entirely within the District and a potential boundary issue exists with the _____ District.

B. ☒ Based on the capacity and capability of the District's existing and planned facilities, fire protection facilities are currently adequate or will be adequate to serve the proposed project. The expected emergency travel time to the proposed project is 25 minutes.
- ☐ Fire protection facilities are not expected to be adequate to serve the proposed development within the next five years.

C. ☒ District conditions are attached. Number of sheets attached: Fire Services Agreement required.
- ☐ District will submit conditions at a later date.

SECTION 3. FUELBREAK REQUIREMENTS

Note: The fuelbreak requirements prescribed by the fire district for the proposed project do not authorize any clearing prior to project approval by Planning & Development Services.

☒ Within the proposed project 100 feet of clearing will be required around all structures.
☐ The proposed project is located in a hazardous wildland fire area, and additional fuelbreak requirements may apply. Environmental mitigation requirements should be coordinated with the fire district to ensure that these requirements will not pose fire hazards.

This Project Facility Availability Form is valid until final discretionary action is taken pursuant to the application for the proposed project or until it is withdrawn, unless a shorter expiration date is otherwise noted.

David A Sibbet — DAVID SIBBET, DEPUTY FIRE MARSHAL — 619-672-7112 — 6/7/21
Authorized Signature — *Print Name and Title* — *Phone* — *Date*

On completion of Section 2 and 3 by the District, applicant is to submit this form with application to:
Planning & Development Services – Zoning Counter, 5510 Overland Ave, Suite 110, San Diego, CA 92123

Attachment I – Ownership Disclosure

County of San Diego, Planning & Development Services

APPLICANT'S DISCLOSURE OF OWNERSHIP INTERESTS ON APPLICATION FOR ZONING PERMITS/ APPROVALS

ZONING DIVISION

Record ID(s) PDS2018-GPA-18-010

Assessor's Parcel Number(s) 614-100-20, 614-100-21, 614-110-04, 660-020-05, 660-020-06, 660-150-04, 660-150-07, 660-150-08, 660-150-10, 660-150-14 660-150-17660-150-18, 660-170-09, 661-010-02, 661-010-15, 661-010-26, 661-010-27, 661-010-30, 661-060-12, 661-060-22, 660-140-06, 660-140-08, 660-150-21

Ordinance No. 4544 (N.S.) requires that the following information must be disclosed at the time of filing of this discretionary permit. The application shall be signed by all owners of the property subject to the application or the authorized agent(s) of the owner(s), pursuant to Section 7017 of the Zoning Ordinance. **NOTE:** Attach additional pages if necessary.

A. List the names of all persons having any *ownership interest* in the property involved.

Jacumba Valley Ranch, LLC

David M. Landman and Helen E. Landman

B. If any person identified pursuant to (A) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

C. If any person identified pursuant to (A) above is a non-profit organization or a trust, list the names of any persons serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

NOTE: **Section 1127 of The Zoning Ordinance defines *Person* as:** "Any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

patrick.brown@baywa-re.com

Signature of Applicant

Patrick Brown, JVR Energy Park LLC

Print Name

11/06/2018

Date

----- *OFFICIAL USE ONLY* -----

SDC PDS RCVD 11-16-18
GPA18-010, REZ18-007, MUP18-022