

**Attachment K – Fire and Emergency Services
Agreement for the Rugged Solar Project**

FIRE AND EMERGENCY PROTECTION SERVICES AGREEMENT

THIS FIRE AND EMERGENCY PROTECTION SERVICES AGREEMENT (“Agreement”) dated as of _____ (the “Effective Date”), by and between the County of San Diego and its SAN DIEGO COUNTY FIRE AUTHORITY, an agency formed by the Board of Supervisors of the County of San Diego (the “Authority”), and RUGGED SOLAR LLC (“Rugged”) (sometimes referred to individually as a “Party” and collectively as “the Parties”).

RECITALS

WHEREAS, the 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; and

WHEREAS, Rugged has applied for Major Use Permit No. 3300-12-007 for certain real property located within the unincorporated area of the County of San Diego and within the Authority’s jurisdiction in CSA 135 (the “Property”), as more particularly described on the attached Exhibit “A” incorporated herein by reference; and

WHEREAS, Rugged seeks approval from the County of San Diego (the “County”) to construct the Rugged Solar Farm on the Property (the “Project”), as more fully described on the attached Exhibit “B” incorporated herein by reference, with a solar generation faceplate capacity of approximately 80 megawatts (MW) of installed alternating current (AC); and

WHEREAS, the potential for significant environmental impacts associated with the Project was studied in a Final Programmatic Environmental Impact Report (FPEIR), which also analyzes a project proposed by Tierra del Sol Solar Farm LLC (“Tierra del Sol”); and

WHEREAS, as a condition of the County’s approval of the Project, Rugged is required to enter into this agreement with the Authority to make a fair share contribution to fund the provision of appropriate fire and emergency medical services pursuant to the County General Plan Safety Element; and

WHEREAS, Rugged also desires to enter into this agreement with the Authority to provide funds to further the Authority’s mission in excess of its fair share contribution as a community benefit; and

WHEREAS, the Authority desires to receive such funds and use them as specified in this Agreement to improve its ability to provide improved fire and emergency protection services.

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

1. The Project

The description of the Project is contained in Exhibit “B” attached hereto and incorporated by this reference.

2. Scope of Agreement

Provided that Rugged timely complies with each of its obligations under this Agreement, the Authority agrees to use the funds it receives under the Agreement to improve local fire and emergency response capabilities as described more fully in Section 4, below.

3. Term

This Agreement shall be effective upon the Effective Date. The term of this Agreement shall begin upon Commencement of Construction (as defined below) of the Project and be in effect for the life of the Project. Rugged shall give notice to the Authority of the Commencement of Construction at least thirty (30) calendar days prior to the Commencement of Construction pursuant to items (a), (b), or (c) of this paragraph. “Commencement of Construction” shall be the first to occur of: (a) any ground disturbance of any portion of the Property in connection with the Project, except for geotechnical investigation or other environmental analysis required as part of the permitting process; (b) delivery of any materials to any portion of the Property in connection with the Project; (c) delivery of any equipment, including but not limited to a construction trailer, but excluding meteorological tower(s), to the Property in connection with the Project. For purposes of this Agreement, Commencement of Construction shall be considered a single, one-time event. In the event Applicant fails to provide notice that any of items (a), (b), or (c) of this paragraph have occurred, the Authority shall have the right to establish Commencement of Construction based on its knowledge of the occurrence of items (a), (b), or (c) and written notice thereof to Applicant. The notice by Rugged to the Authority pursuant to items (a), (b), or (c), above, or the notice by the Authority to Rugged, shall each be referred to as the “Construction Notice.” The Authority’s right to provide a Construction Notice shall not relieve Applicant of its affirmative obligation to provide a Construction Notice pursuant to this Section.

Rugged may terminate this Agreement at any time by providing the Authority sixty (60) calendar days prior written notice if: (aa) Rugged fails to obtain all governmental licenses, permits, and/or approvals required of or deemed necessary or appropriate by Rugged or the County in order to begin Commencement of Construction of the Project, including without limitation applications for major use permits and construction permits (collectively, the “Approvals”); or, (bb) Rugged elects not to construct the Project; or, (cc) subsequent to issuance of the Approvals, Rugged has ceased operations on the Property and has complied with a County-approved decommissioning plan.

The “Termination Date” of the Agreement shall be sixty (60) calendar days from the date the Authority receives written notice, as specified in Section 17, below, in which Rugged certifies to the Authority that: (aa) Rugged has failed to obtain the Approvals and has withdrawn its application to the County for the Approvals; or, (bb) Rugged has elected not to construct the Project and has withdrawn its application to the County for the Approvals, or has relinquished its

right to construct the Project under the Approvals; or, (cc) subsequent to issuance of the Approvals, Rugged has ceased operations on the Property and has complied with a County-approved decommissioning plan.

4. Initial and Annual Compensation

Within fifteen (15) calendar days of providing the Construction Notice, Rugged shall deposit with the Authority the amount of \$250,000.00 (the “Deposit”), of which \$60,000.00 shall be used to fund a paramedic staff position startup kit to improve local fire and emergency response capabilities in the southeast portion of County Service Area (“CSA”) 135 (“Paramedic Deposit”), as provided in PDF-PS-1 in the FPEIR, and \$190,000.00 shall be used as the Authority sees fit to provide for equipment, personnel, and supplies in furtherance of its mission in the southeast portion of CSA 135 (“Equipment Deposit”).¹

A “Fiscal Year” means the period starting on July 1 and ending on the following June 30. For any Fiscal Year, or portion thereof, after issuance of a valid Construction Notice, Rugged shall pay annually to the Authority \$109,000.00, including: (i) \$73,000.00 to fund a paramedic staff position to improve local fire and emergency response capabilities in the southeast portion of CSA 135 (“Paramedic Rate”), as provided in PDF-PS-1 in the FPEIR; (ii) \$32,000.00 for equipment, personnel, and supplies to be used as the Authority sees fit in furtherance of the Authority’s mission in the southeast portion of CSA 135 (“Equipment Rate”); and \$4,000.00 for fire prevention to be used as the Authority sees fit in furtherance of the Authority’s mission in the southeast portion of CSA 135 (“Fire Prevention Amount”).² The Paramedic Rate shall increase by five percent (5%) each Fiscal Year thereafter (i.e., the rate in effect for the prior Fiscal Year multiplied by 1.05 to obtain the following Fiscal Year’s rate). The Equipment Rate shall increase by two and one-half percent (2.5%) each Fiscal Year thereafter (i.e., the rate in effect for the prior Fiscal Year multiplied by 1.025 to obtain the following Fiscal Year’s rate).

Rugged hereby agrees to pay to the Authority on or before July 1 of each Fiscal Year, an amount equal to the sum of the Paramedic Rate, the Equipment Rate, and Fire Prevention Amount, respectively, for each Fiscal Year thereafter. Payment shall be as follows. Rugged’s duty to pay the Authority shall commence on the Commencement of Construction.

Upon the receipt of a valid Construction Notice, the Authority shall: (aa) calculate the number of days remaining in the current Fiscal Year by determining the days from and including

¹ Rugged is individually responsible for funding the Paramedic Deposit. If Tierra del Sol makes the Paramedic Deposit first, however, then Rugged shall not make the Paramedic Deposit. If Rugged and Tierra del Sol elect to make their Deposits contemporaneously, each project may deposit its share of the Paramedic Deposit, so long as the projects’ combined deposit equals \$60,000.00.

² Rugged is individually responsible for funding the Paramedic Rate. If Tierra del Sol is also paying under its own agreement with the Authority, however, the projects may each pay their respective share of the Paramedic Rate, so long as the combined payments equal the amount Rugged would have otherwise been obligated to pay.

the date of the Commencement of Construction to and including the following June 30 (the “Remainder”); (bb) multiply the sum of the Paramedic Rate, the Equipment Rate, and Fire Protection Amount times 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 Commencement of Construction begins (the “Stub Year Amount”);³ and (cc) calculate the rate applicable to the next following Fiscal Year by calculating the sum of (i) the Paramedic Rate times 1.05, (ii) the Equipment Rate times 1.025, and (iii) the Fire Protection Amount (the “Following Year Rate”).⁴ The Authority shall calculate all of the above and give notice thereof to Rugged (“Compensation Notice”). Rugged shall pay the Stub Year 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.

The Annual Compensation established in this Section 4 is separate and distinct from any fire protection fees that may be required in the ordinary course of a development project, including but not limited to fire mitigation fees, building permit fees, property taxes or assessments, or project design features or mitigation measures required to comply with environmental review requirements, except where explicitly noted. Under no circumstances shall this Agreement or payments under Section 4 be construed as a waiver of any other legal obligations to pay fees, taxes or implement fire protection measures.

5. Tierra del Sol Solar Farm

Section 4 assumes that Tierra del Sol has not received a Major Use Permit and submitted notice of Commencement of Construction. If the County does grant a Major Use Permit to Tierra del Sol and Tierra del Sol gives notice of Commencement of Construction, the Equipment Rate shall be increased from \$32,000.00 to \$68,000.00.

³ After issuing the Construction Notice, Rugged would pay to the Authority the Deposit (\$250,000.00) and the Stub Year Amount. If Commencement of Construction would start on May 1, the Stub Year Amount would be calculated as follows:

$$\text{Stub Year Amount} = (\$73,000.00 + \$32,000.00 + \$4,000.00) * (61 / 365) = \$18,216.44.$$

⁴ The Following Year Rate for Year 2 would be calculated as follows:

$$\text{Following Year Rate for Year 2} = (\$73,000.00 * 1.05) + (\$32,000.00 * 1.025) + (\$4,000.00)$$

The Following Year Rate for Year 3, and all subsequent years, would be calculated as follows:

$$\begin{aligned} \text{The formula for the “Following Year Rate” for Year 3}^+ = \\ (\text{Paramedic Rate} * 1.05^{\text{(Year-1)}}) + (\text{Equipment Rate} * 1.025^{\text{(Year-1)}}) + (\$4,000.00). \end{aligned}$$

$$\begin{aligned} \text{The “Following Year Rate” for Year 3} = \\ (\$73,000.00 * 1.05^{\text{(3-1)}}) + (\$32,000.00 * 1.025^{\text{(3-1)}}) + (\$4,000.00) = \$118,102.50 \end{aligned}$$

6. Installed Alternating Current Capacity

Section 4 assumes that the County grants Rugged a Major Use Permit for the development of 80 MW AC and Rugged installs 80 MW AC (the “Installed Capacity Amount”). If the County grants Rugged a Major Use Permit for less than the Installed Capacity Amount or Rugged constructs less than 80 MW AC (the “Actual Capacity Amount”), the Equipment Deposit, Equipment Rate, and Fire Prevention Amount shall be revised proportionally downward by multiplying them by the “Actual Capacity Factor”, defined below:

$$\text{Actual Capacity Factor} = \text{Actual Capacity Amount} / 80$$

The Paramedic Deposit and Paramedic Rate shall remain as stated in Section 4, irrespective of the Actual Capacity Amount.

7. Approvals

Rugged acknowledges and agrees that the Authority has no duty or obligation to obtain any Approvals on behalf of Rugged.

This Agreement shall not constitute an “approval” of the Project by the County for purposes of any governmental licenses, permits and/or approvals required or deemed necessary or appropriate for Applicant to construct the Project. To the extent the County has separate and distinct permitting authority for any aspect of the Project, this Agreement in no way limits or controls the County’s discretion in approving, approving with conditions, or denying a particular project or project component.

8. Assignment

Rugged may assign this Agreement if Rugged is transferring the Project to the assignee; provided, however, to be valid, (a) any such assignment shall be in writing substantially in the form of Exhibit “C” (“Form of Assignment of Agreement For Provision of Fire and Emergency Protection Services”) (the “Assignment”) attached hereto and incorporated by this reference; (b) the Assignment provides for Rugged’s assignment of all of its obligations under this Agreement to the assignee and the assignee assumes all of such obligations; (c) Rugged is not released of its obligations to the Authority under this Agreement that existed prior to the date of the Assignment but is otherwise released; (d) the Assignment contains the name, address, telephone number, facsimile number, and contact person for the assignee; and (e) the Authority has provided Rugged and the assignee with written acknowledgement of receipt of the Assignment signed on behalf of Rugged and the assignee.

9. 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 17 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. If an Event of Default occurs, the notifying Party shall be entitled to any and all remedies available at law. Should the notifying Party unilaterally elect to cure any such breach by the breaching Party, the breaching Party shall promptly reimburse the notifying Party for all costs and expenses incurred by the notifying Party to effectuate such cure.

10. Jurisdiction and Venue

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.

11. 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.

12. 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 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 in the form of a written change agreed to in writing by both Parties or by a written amendment to this Agreement agreed to by both Parties. 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.

13. 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 successors in interest.

14. 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.

15. No Waiver

No failure of any Party to require strict performance by the other Party of any covenant, term or condition of this Agreement, nor any failure of any Party to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect regardless of any existing or subsequent breach. A waiver of any such breach shall not be interpreted to mean that any Party has waived its right to demand in the future the full and complete performance by the other Party of its duties and obligations under this Agreement.

16. 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 and agrees to indemnify and hold the other Party hereto harmless if it is later determined that such authority does not exist.

17. 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: Authority San Diego County Fire Authority
 Attn: Herman Reddick, Group Program Manager
 8525 Gibbs Drive, Suite 201
 San Diego, CA 92123
 Telephone No. (858) 974-5813
 Facsimile No. (858) 974-5928

To: Applicant Rugged Solar LLC
 Attn: Clark Crawford, Attorney In-fact
 16650 Via Esprillo
 San Diego, CA 92127
 Telephone No. (858) 746-9000

With a copy to: Stoel Rives LLP
Attn: Ryan R. Waterman, Esq.
12255 El Camino Real, Suite 100
San Diego, CA 92130
Telephone No. (858) 794-4100
Facsimile No. (858) 794-4101
rrwaterman@stoel.com

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.

18. 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.

[Signatures Follow]

“Applicant”

RUGGED SOLAR LLC

By Soitec Solar Development, LLC,
Its sole member

By: _____
Clark Crawford, Attorney In-fact
Authorized Representative

“Authority”

**SAN DIEGO COUNTY FIRE
AUTHORITY**

By: _____
Ron Lane, Fire Warden
Public Safety Group

Exhibit "A"

Legal Description of the Property

1. HARMONY GROVE: APN: 611-100-01 and 611-100-02

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 17 SOUTH RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

EXCEPTING THEREFROM ALL OIL, GAS, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS CONTAINED IN SAID LANDS AND FURTHER EXCEPTING THEREFROM THE RIGHT TO DRILL FOR AND EXTRACT SUCH DEPOSITS OF OIL AND GAS, OR GAS, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF SAID LANDS AS MAY BE REQUIRED THEREFOR, UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF CHAPTER 5, PART I, DIVISION 6 OF THE PUBLIC RESOURCES CODE, AS RESERVED BY THE STATE OF CALIFORNIA BY DOCUMENT RECORDED JULY 5, 1957 IN BOOK 6651, PAGES 54 AND 55, OF OFFICIAL RECORDS.

2. THIBODEAU: APN: 611-091-07-00, 612-030-19-00 and 612-030-01-00

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

PARCEL A:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY 30 FEET OF PARCEL 3 OF PARCEL MAP NO. 2990, IN THE COUNTY OF SAN DIEGO,

STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL C:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL D:

AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTHERLY 30 FEET OF PARCEL 2 OF PARCEL MAP 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL E:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE WESTERLY 60.00 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, AND THE SOUTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST

QUARTER OF SECTION 17, TOWNSHIP 17 SOUTH RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

3. VISTA OAKS: APN: 611-090-04-00, 611-091-03-00, 611-090-02-00, 611-060-04-00 AND 611-091-09-00

Real property in the unincorporated area of the county of San Diego, State of California, described as follows:

ALL THAT CERTAIN real estate lying and being situated in San Diego County, California, being more particularly bounded and described as follows:

PARCEL 1:

PARCEL A OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 9, 2001 AS INSTRUMENT NO. 2001-0076862 OF OFFICIAL RECORDS AND DESCRIBED THEREIN AS FOLLOWS:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8; AND THE EAST HALF OF THE NORTHWEST QUARTER; AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND A SIXTY (60) FOOT STRIP ALONG THE ENTIRE LENGTH OF THE NORTHERLY BOUNDARY OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

PARCEL 2:

AN APPRUNENANT EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND PUBLIC UTILITY PURPOSES, OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 17, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

PARCEL 3:

EASEMENTS AND RIGHTS AS SET FORTH IN DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED DECMEBER 11, 2007 AS INSTRUMENT NO. 2007-0764821, OFFICIAL RECORDS OF SAN DIEGO COUNTY.

4. WATERSTONE APN 611-110-01

Real property in the unincorporated area of the county of San Diego, State of California, described as follows:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO UNITED STATES SURVEY APPROVED SEPTEMBER 6, 1880.

Exhibit “B”

Project Description

The following documents are hereby incorporated by reference as the project description for the Rugged Solar Farm:

1. Project description provided in Section 1.2 of the Final Programmatic Environmental Impact Report, for the Rugged Solar Farm;
2. Rugged Solar Farm Plot Plans, as approved.

Exhibit "C"

Form of Assignment of Agreement For Provision of Fire and Emergency Protection Services

ASSIGNMENT OF AGREEMENT

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

A. Assignor is a party to the Fire and Emergency Protection Services Agreement ("Agreement") entered into with the San Diego County Fire Authority on _____, ____.

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 of 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 or 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 inure 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:

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: _____

IN WITNESS WHEREOF, the San Diego County Fire Authority acknowledges and consents to this Assignment as of the day and year first written above.

SAN DIEGO COUNTY FIRE AUTHORITY

By: _____
Name: _____
Title: _____