

**DRAFT CONDITIONS OF APPROVAL
PROJECT NO. R2010-00808-(5)
CONDITIONAL USE PERMIT NO. 201000071**

PROJECT DESCRIPTION

The project is for the construction, operation, and maintenance of a photovoltaic energy generating facility on approximately 1,238 gross acres subject to the following conditions of approval:

1. Unless otherwise apparent from the context, the term "permittee" shall include the applicant, owner of the property, and any other person, corporation, or entity making use of this grant.
2. Unless otherwise apparent from the context, the term "date of final approval" shall mean the date the County's action becomes effective pursuant to Section 22.60.260 of the County Code.
3. This grant shall not be effective for any purpose unless and until the permittee, and the owner of the subject property if other than the permittee, have filed at the office of the Los Angeles County ("County") Department of Regional Planning ("Regional Planning") their affidavit stating that they are aware of, and agree to accept all of the conditions of this grant, and that the conditions have been recorded as required by Condition No. 6, and until all required monies have been paid pursuant to Condition Nos. 7, 12 and 15. Notwithstanding the foregoing, this Condition No. 3, and Condition Nos. 7, 8, 9, and 10 shall be effective immediately upon final approval of this grant.
4. If any material provision of this grant is held or declared to be invalid by a court of competent jurisdiction, the permit shall be void and the privileges granted hereunder shall lapse.
5. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the County Regional Planning Commission ("Commission") or a County Hearing Officer may, after conducting a public hearing, revoke or modify this grant, if the Commission or Hearing Officer finds that these conditions have been violated or that this grant has been exercised so as to be detrimental to the public's health or safety, or so as to be a nuisance, or as otherwise authorized pursuant to Chapter 22.56, Part 13 of the County Code.
6. Prior to the use of this grant the permittee, or the owner of the subject property if other than the permittee, shall record the terms and conditions of the grant in the office of the County Registrar-Recorder/County Clerk ("Recorder"). In addition, upon any transfer or lease of the subject property during the term of this grant, the permittee, or the owner of the subject property if other than the permittee, shall promptly provide a copy of the grant and its terms and conditions to the

transferee or lessee, as applicable, of the subject property. Upon recordation, an official copy of the recorded conditions shall be provided to the Director of Regional Planning ("Director").

7. Within three days of the final approval date of this grant, the permittee shall remit processing fees payable to the County in connection with the filing and posting of a Notice of Determination ("NOD") in compliance with section 21152 of the California Public Resources Code for Project No. R2010-00808-(5). Unless a Certificate of Exemption is issued by the California Department of Fish and Game pursuant to section 711.4 of the California Fish and Game Code, the permittee is responsible for the payment of fees established by said department for the project's impacts to fish and wildlife and to defray the cost of wildlife protection and management. The permittee shall pay the fees in effect at the time of the filing of the NOD, as provided for in section 711.4 of the Fish and Game Code (currently \$2914.25, which includes \$2839.25 for an Environmental Impact Report and a \$75.00 processing fee). No land use project subject to this requirement is final, vested, or operative until the fee is paid.
8. The permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul this permit approval, which action is brought within the applicable time period of section 65009 of the California Government Code or any other applicable limitation period. The County shall promptly notify the permittee of any claim, action, or proceeding and the County shall cooperate fully in the defense. If the County fails to promptly notify the permittee of any claim, action, or proceeding, or if the County fails to cooperate fully in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the County.
9. In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within 10 days of the filing, pay Regional Planning an initial deposit of \$5,000.00, from which actual costs and expenses shall be billed and deducted for the purpose of defraying the costs or expenses involved in Regional Planning's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance to the permittee or the permittee's counsel.

If during the litigation process actual costs or expenses incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of \$5,000.00. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

At the sole discretion of the permittee, the amount of an initial or supplemental deposit may exceed the minimum amounts defined herein. Additionally, the

cost for collection and duplication of records and other related documents shall be paid by the permittee in accordance with Section 2.170.010 of the County Code.

10. This grant shall expire unless used within two years from the date of final approval of the grant by the County. A single, one-year time extension may be requested in writing and with the payment of the applicable fee prior to such expiration date. Upon expiration, entitlement to the use of the property shall be subject to the regulations then in effect.
11. This grant shall terminate on October 19, 2041. Entitlement to the use of the property thereafter shall be subject to the regulations then in effect. If the permittee intends to continue operations after such date, whether or not the permittee proposes any modifications to the use at that time, the permittee shall file a new conditional use permit application with Regional Planning, or shall otherwise comply with the applicable requirements at that time. Such application shall be filed at least six months prior to the termination date of this grant and shall be accompanied by the required fee. In the event that the permittee seeks to discontinue or otherwise change the use, notice is hereby given that the use of such property may require additional or different permits and will be subject to then-applicable regulations.
12. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in full compliance shall be a violation of these conditions. Inspections shall be made to ensure compliance with the conditions of this grant as well as to ensure that any development undertaken on the subject property is in accordance with the approved site plan on file. Within 60 days after final approval of this grant, the permittee shall deposit with Regional Planning the sum of \$3,000.00. The deposit shall be placed in a performance fund, which shall be used exclusively to compensate Regional Planning for all expenses incurred while inspecting the premises to determine the permittee's compliance with the conditions of approval. This fund provides for 15 biennial inspections (one every other year). Inspections shall be unannounced.

If additional inspections are required to ensure compliance with the conditions of this grant, or if any inspection discloses that the subject property is being used in violation of any condition of this grant, the permittee shall be financially responsible for and shall reimburse Regional Planning for all additional enforcement efforts necessary to bring the subject property into compliance. The amount charged for additional inspections shall be the \$200.00 per inspection, or the current recovery cost at the time any additional inspections are required, whichever is greater.

13. The permittee shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program ("MMP"), which is attached and incorporated by this reference as if set forth fully herein.
14. Within 30 days of the date of final approval of the grant by the County, the permittee shall record a covenant and agreement, which attaches the MMP and agrees to comply with the mitigation measures imposed by the Environmental Impact Report for this project, in the office of the Recorder. Prior to recordation of the covenant, the permittee shall submit a draft copy of the covenant and agreement to Regional Planning for review and approval. As a means of ensuring the effectiveness of the mitigation measures, the permittee shall submit annual mitigation monitoring reports to Regional Planning for review or as required. The reports shall describe the status of the permittee's compliance with the required mitigation measures.
15. Within 60 days of the date of final approval of this grant by the County, the permittee shall deposit the sum of \$6,000.00 with Regional Planning in order to defray the cost of reviewing and verifying compliance with the information contained in the reports required by the MMP. The permittee shall retain the services of a qualified Environmental/Mitigation Monitoring Consultant, subject to the approval of the Director, to ensure that all applicable mitigation measures are implemented and reported in the required Mitigation Monitoring Reports.
16. Upon final approval of this grant, the permittee shall contact the County Fire Department to determine the requirements that must be satisfied for fire protection purposes related to the permittee's use. All such requirements shall be satisfied to the satisfaction of and within the timeframe set by said department. In addition, the permittee shall comply with all requirements set forth in the County Fire Department's letter dated August 26, 2011, attached hereto and incorporated herein by this reference.
17. All development shall comply with the requirements of Title 22 of the County Code ("Zoning Ordinance") and of the specific zoning of the subject property, unless otherwise modified as set forth in these conditions or as shown on the approved Exhibit "A" or a revised Exhibit "A" approved by the Director. Any subsequent changes to the project pursuant to a revised Exhibit "A" shall be submitted to Regional Planning for review and approval and shall be accompanied by the required fee. All revised plans must be accompanied by the written authorization of the property owner(s) for such revisions.
18. All structures related to the permittee's use shall conform to the requirements of the County Department of Public Works ("Public Works), Division of Building and Safety. In addition, the permittee shall comply with all requirements and conditions set forth in Public Works' letter dated **October 6, 2011**, attached hereto and incorporated herein by this reference, to the satisfaction of said department.

19. Except for seasonal decorations or signage provided by or for a civic or non-profit organization, all structures, walls, and fences open to public view shall remain free of extraneous markings, drawings, or signage that do not directly relate to the use of the property or provide pertinent information about the premises. In the event any such extraneous markings become visible, the permittee shall remove or cover said markings, drawings, or signage within 24 hours of their visibility, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces.
20. The subject property shall be developed and maintained in substantial compliance with the approved Exhibit "A." If changes to the site plan are required as a result of direction given at the public hearing, the permittee shall submit four copies of the modified Exhibit "A" to Regional Planning within 60 days of the date of final approval. All revised plans must be accompanied by the written authorization of the property owner(s) for such revisions.
21. Prior to obtaining any building permit, the permittee shall provide the County with a decommissioning plan ("Decommissioning Plan") in connection with any and/or all of the terminating events described in Condition No. 24, which Plan shall include, at a minimum, a detailed plan for decommissioning and deconstructing the facility, and for restoration of the site (collectively referred to as "decommissioning"). The Decommissioning Plan shall be developed to the satisfaction of the Director and the Director of Public Works and subject to their review and approval.

The Decommissioning Plan shall provide for, including, but not be limited to, the following:

- a. Removal of solar panel structures and all appurtenant above-ground equipment;
- b. Removal of on-site overhead poles and above-ground electricity lines;
- c. Removal of permanent above-ground transmission lines and poles located in the public right-of-way if determined not usable by Public Works and/or any other applicable public or private utility. Otherwise such transmission lines and poles shall be allowed to remain;
- d. Restoration of any disturbed soil and revegetation of the site to its pre-construction condition, with native vegetation similar to the vegetation in the surrounding vicinity;
- e. Restoration or reclamation of project roads to their pre-construction condition unless the then-existing owner of the site elects to retain the improved roads for access throughout the site;

- f. Documentation of the pre-construction condition of the project site, including, but not be limited to, a photographic record; and
 - g. Details of the performance and financial assurance guarantees described in Condition No. 22, explaining the amounts and schedule for the provision of such guarantees.
22. Prior to obtaining any building permits, the permittee shall provide to the County, to the satisfaction of the Director and the Director of Public Works, performance and financial assurance guarantees in an amount sufficient to ensure the performance of the approved Decommissioning Plan, as described in Condition No. 21. Additionally, the permittee shall be solely responsible for the costs and expenses associated with decommissioning the site after any of the terminating events described in Condition No. 24. In the event that the performance and financial assurance guarantees are not sufficient to fully compensate the County for the cost and expense of decommissioning the site, the permittee shall be responsible for compensating the County for any shortfall. In determining the sufficiency of the performance and financial assurance guarantees, the residual value of the solar panels, support structures, and other salvageable equipment (collectively "Salvageable Property") shall be considered. The residual value of the real property itself shall not be considered or included in the determination of whether the performance and financial assurance guarantees are sufficient.

With respect to the performance and financial assurance guarantees, the following requirements shall apply:

- a. The permittee shall ensure that such guarantees are detailed in the approved Decommissioning Plan to the satisfaction of the Director and the Director of Public Works, and that such Decommissioning Plan shall explain the amounts and schedule for the provision of such guarantees;
- b. The permittee shall provide a report to the Director every five years after the date of final approval of this grant to confirm that the performance and financial assurance guarantees are sufficient to ensure performance and implementation of the Decommissioning Plan. The report shall be subject to review and approval by the Director and the Director of Public Works particularly as to whether the performance and financial assurance guarantees are adequate to meet existing conditions at the time of the report.

A decommissioning pro forma summarizing the residual value of the Salvageable Property shall be included in the report. The pro forma shall include, at a minimum, the expected revenue from all Salvageable Property, as defined in this Condition No. 22, the then-current cost of decommissioning the site, as required by the approved Decommissioning Plan, and the then-current value of any performance and financial

assurance guarantees that have been provided as of the date of such report. In the event it is determined that the performance and financial assurance guarantees are insufficient to perform the decommissioning of the site as required by the approved Decommissioning Plan, the permittee shall be required to provide additional performance and financial assurance guarantees to the satisfaction of the Director and the Director of Public Works;

- c. Any funds not used by the County in connection with decommissioning the site shall be returned to the permittee; and
- d. The performance and financial assurance guarantees may consist of, including, but not limited to, one or more of the following, to the satisfaction of the Director and the Director of Public Works:
 - 1) An irrevocable letter of credit;
 - 2) A surety bond;
 - 3) An appropriate insurance policy; or
 - 4) A trust fund or escrow account established and maintained in accordance with approved financial assurances and practices to guarantee that decommissioning the site will be completed in accordance with the approved Decommissioning Plan as approved by the Department of Public Works.
 - 5) Other financial assurances as reviewed and approved by the respective County administrative offices, in consultation with the Los Angeles County Department of Regional Planning.

A corporate guarantee shall not be considered a sufficient financial assurance guarantee.

- 23. Upon discontinuance of the permittee's operation as set forth in Condition No. 24, abandonment of the project in whole or in part, or termination of this grant as described in Condition No. 11, and in the event that a new permit application is not timely filed for a continued similar use or reuse of the site, the permittee shall perform decommissioning in accordance with the approved Decommissioning Plan, or compensate the County for use of a County-contracted consultant to perform such decommissioning. In the alternative, and at the County's sole election, the County shall be entitled to use any performance and/or financial assurance guarantees, as described in Condition No. 23(d), to perform the decommissioning itself or to contract for such decommissioning. The permittee shall grant the County the necessary access

to the subject property to perform such decommissioning or to allow a County-retained contractor to perform such decommissioning.

24. In the event that any portion of the solar field is not in operational condition for a consecutive period of 24 months, operations for that portion of the site shall be deemed to have been discontinued and that portion of the facility shall be removed from the site within 60 days from the date that written notice is sent to the permittee from Regional Planning. Within this 60-day period, the permittee may provide the Director a written request and justification for an extension of up to 12 months to resume operations of that portion of the site, which request shall be subject to the satisfaction and approval of the Director. A second written request and justification for a second extension of up to 12 months may also be submitted, which the Director may grant if the request is adequately justified based on the Director's determination. In no event shall the operations of the solar field or portion of the solar field be discontinued for more than 36 months from the date such operations were first deemed discontinued without being decommissioned pursuant to the approved Decommissioning Plan. Further, in no event shall any extension of the period to resume operations of any portion of the site pursuant to this Condition No. 24 be deemed to extend the term or expiration date of this grant.
25. Temporary structures, outside storage, staging areas, and concrete batching plants allowed for construction shall be removed from the project site within 120 days of project completion, but in no event shall any such temporary structures remain on site for longer than 36 months from the date of building permit issuance absent approval to extend this time period. In the event additional time beyond 36 months is needed to complete removal of temporary structures and related materials, the permittee shall submit a written request to the Director for review and approval for a time extension for up to one year to complete removal of these structures. Any other outside storage needed for the project shall comply with the requirements of Part 7 of section 22.52 of the County Code.
26. The permittee shall install portable wheel wash stations for the duration of construction activities to prevent the spread of invasive weed seed from the tire treads of vehicles entering and leaving the project sites. The seeds collected from the debris basins of these wash stations shall be disposed of in green waste or trash receptacles when the basins require maintenance.
27. No groundwater wells currently exist on, nor shall any be developed on, the portion of the project site located in Los Angeles County.
28. The project shall be limited to a maximum use of 35 acre-feet per year ("AFY") or a total of 105 AFY of water for the duration of the project's 36-month construction period. The project shall be limited to a maximum use of 11 AFY of water for operation of the project for the duration of this grant. Any water utilized

- on the subject property for construction and operation of the project, including but not limited to facility operations, construction, periodic PV module washing, and domestic (potable) use, shall be supplied entirely from a source located outside of the Antelope Valley Groundwater Basin.
29. The permittee shall discontinue any past and existing irrigation on the project site.
 30. In the event that piped recycled water suitable for use in operating the project becomes available from the public right-of-way one mile from the project site at fair market value, the permittee shall obtain the necessary permits to connect to the recycled water, construct access, and connect to and purchase the piped recycled water.
 31. In the event that piped potable water becomes available from the public right-of-way one mile from the project site at fair market value and potable water becomes necessary for project operations, the permittee shall obtain the necessary permits to connect to the potable water, construct access, and connect to and purchase the piped potable water.
 32. In the event groundwater use is restricted in the future pursuant to Court Order or Judgment, the permittee shall purchase water from County-authorized water purveyors, including County-authorized recycled water purveyors for non-potable uses, or authorized State Water Project contractors, and shall otherwise conform to the rules, regulations, and restrictions set forth in any applicable Court Orders or Judgment, including those rules, regulations, and restrictions that would permittee to pay assessments, if any.
 33. The permittee shall maintain all landscaping in a neat, clean, and healthful condition, and shall properly prune, weed, remove litter, fertilize, and replace plants when necessary. Watering facilities shall consist of a water-efficient irrigation system, such as a drip irrigation, which shall only be used to establish and maintain the plantings in all landscaped areas.
 34. All lighting and use of lights shall be designed and installed in a manner that will further the principles of the International Dark Sky Association, as approved by the Director, and shall employ motion detecting sensors that are designed to be triggered by human activity on the site.
 35. The permittee shall comply with all applicable guidelines of Chapter 4.8 of the Water Quality Control Plan for the Lahontan Region.
 36. The Regional Planning project number, conditional use permit number and lease holder contact information shall be prominently displayed on the facility accessible to the public where it can be easily viewed at or near eye level.

37. Washing of photovoltaic panels shall be limited to water and pressurized water.
38. All fencing shall be wildlife-friendly fencing up to a height of seven feet.
39. The permittee shall construct all power lines underground to the satisfaction of Public Works except where above ground power lines are required by Kern County at the County border.
40. The permittee shall comply with all requirements of Public Works specified in a letter dated October 6, 2011, attached hereto and incorporated herein by this reference to the satisfaction of said department.
41. The permittee shall comply with all requirements of the Fire Department specified in a letter dated September 9, 2011, attached hereto and incorporated herein by this reference to the satisfaction of said department.
42. No later than December 12, 2011, the permittee shall submit a landscaping plan for the subject property that include, but is not limited to, a plan for appropriate vegetation of the site in the vicinity of the PV module installations. Such landscaping plan shall provide for the use of native and/or drought tolerant plants as feasible and shall be subject to the review and approval of Regional Planning.

SMT:at
October 13, 2011

Attachments

Mitigation Monitoring and Reporting Program
Department of Public Works letter dated October 6, 2011
Fire Department letter dated September 9, 2011