

**OWNERS REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 20th day of August 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as the "COUNTY" and Little Bear Solar 1, LLC; Little Bear Solar 3, LLC; Little Bear Solar 4, LLC; and Little Bear Solar 5, LLC, each a Delaware limited liability company, hereinafter collectively referred to as the "OWNERS." COUNTY and OWNERS may be referred to individually as a "PARTY," and together as "PARTIES," to this AGREEMENT.

**WITNESSETH**

WHEREAS, on February 26, 2019, pursuant to County Resolution No. 19-075, subject to the conditions listed therein, the County Board of Supervisors certified Environmental Impact Report No. 7225 for the Project (State Clearinghouse No. 2016011008), approving five separate conditional use permits, Unclassified Conditional Use Permit ("CUP") Nos. 3550 through 3553, and 3577 (collectively the "PROJECT"); and adopting a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the MMRP is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, the PROJECT will be situated on that real property commonly described as six (6) parcels located south of West California Avenue and west of State Route 33 (South Derrick Avenue), approximately two and half miles southwest of the nearest city limits of the City of Mendota on approximately one thousand, two hundred and eighty-eight (1,288) acres in western unincorporated Fresno County ("PROPERTY"), as more particularly described on EXHIBIT B, attached hereto and incorporated herein by reference; and

WHEREAS, this AGREEMENT relates to CUPs 3550, 3551, 3552, 3553, and 3577; and WHEREAS, OWNERS will be constructing their respective portions of the PROJECT, consisting of the construction and operation of solar PV power plants capable of generating a combined total of 180 MW, including energy storage capacity in unincorporated Fresno County; and

WHEREAS, Condition of Approval No. 9 of the Project requires OWNERS to compensate COUNTY to hire a firm to serve as a THIRD PARTY ADMINISTRATOR (as defined below) to monitor

OWNERS' respective execution of the Conditions of Approval and Mitigation Measures listed in the MMRP and OWNERS are willing to so compensate the COUNTY for the benefit of all OWNERS; and WHEREAS, Condition of Approval No. 10 of the Project requires that OWNERS shall enter into an agreement with COUNTY to provide funding to compensate for COUNTY staff's time to review and administer any materials related to Mitigation Monitoring and/or Reporting, including those prepared by the THIRD PARTY ADMINISTRATOR; and

WHEREAS, this AGREEMENT is being entered into solely to allow OWNERS to place sufficient funds on account with COUNTY to (1) pay for the fees, costs, and expenses incurred by COUNTY in retaining a THIRD PARTY ADMINISTRATOR to monitor OWNERS' respective execution of the MMRP, and (2) to provide funding to COUNTY to compensate COUNTY staff to review and administer any materials related to the MMRP; and

NOW, THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the PARTIES agree as follows:

#### **SECTION 1. OBLIGATIONS OF OWNERS.**

A. OWNERS shall pay COUNTY for all costs incurred by COUNTY in connection with staff time spent reviewing and administering any materials related to the MMRP , including those costs incurred to compensate the THIRD PARTY ADMINISTRATOR. As used in this AGREEMENT, "THIRD PARTY ADMINISTRATOR" means any consultant, contractor, or other third party whose work product gives rise to a cost for COUNTY, or who is hired by the THIRD PARTY ADMINISTRATOR, in connection with implementation of the MMRP. OWNERS shall fully cooperate with COUNTY in timely providing adequate and materially accurate information to COUNTY and the THIRD PARTY ADMINISTRATOR, that COUNTY and the THIRD PARTY ADMINISTRATOR deem necessary or appropriate for the implementation of the MMRP.

B. OWNERS shall provide funding to COUNTY as follows:

1. OWNERS shall advance the sum of Eighty-Three Thousand, Two Hundred and Seventy-Five Dollars (\$83,275.00) (the "TPA SERVICES FUND") to COUNTY for the estimated cost of retaining a third party contractor to serve as the THIRD PARTY ADMINISTRATOR to monitor

1 compliance with the MMRP (collectively, the "TPA SERVICES"). The TPA SERVICES FUND shall be  
2 remitted to COUNTY within ten (10) days of the Effective Date of this AGREEMENT.

3           2. OWNERS shall advance the sum of Twenty Thousand, Eight Hundred Dollars  
4 and No Cents (\$20,800.00) ("ADDITIONAL TPA SERVICES FUND") to COUNTY, to be held by  
5 COUNTY as a reserve to fund any additional TPA SERVICES determined by the Fresno County  
6 Director of Public Works and Planning or his/her designee (hereinafter, "DIRECTOR") to be  
7 appropriate. The ADDITIONAL TPA SERVICES FUND shall be advanced to COUNTY within ten (10)  
8 days of the Effective Date of this AGREEMENT. The ADDITIONAL TPA SERVICES FUND shall be  
9 used to pay for the actual fees, costs, and expenses incurred by COUNTY to compensate the THIRD  
10 PARTY ADMINISTRATOR.

11           3. OWNERS shall advance the sum of Fifty Thousand dollars and No Cents  
12 (\$50,000.00) ("COUNTY STAFF SERVICES FUND") to COUNTY for the estimated cost of funding  
13 COUNTY staff time to be incurred to review and administer any materials related to the MMRP,  
14 including those prepared by the THIRD PARTY ADMINISTRATOR, for the PROJECT. The COUNTY  
15 STAFF SERVICES FUND shall be remitted to COUNTY within ten (10) days of the Effective Date of  
16 this AGREEMENT.

17           4. For any invoice issued pursuant to SECTION 3, OWNERS shall remit payment  
18 for the full amount reflected in the invoice within forty-five (45) days of the date the invoice was issued  
19 by COUNTY.

20           C. Notwithstanding the foregoing, THIRD PARTY ADMINISTRATOR costs shall be subject  
21 to an initial not-to-exceed maximum of One Hundred and Sixty-Six Thousand, Five Hundred and Fifty  
22 Dollars and No Cents (\$166,550.00). If DIRECTOR determines that \$166,550.00 will not provide  
23 sufficient funding to compensate THIRD PARTY ADMINISTRATOR to complete the TPA SERVICES,  
24 DIRECTOR shall notify OWNERS in writing of the estimated amount required to complete the TPA  
25 SERVICES (hereafter, the "NOTICE OF ADDITIONAL FUNDING"). OWNERS shall remit payment for  
26 the full amount reflected in the NOTICE OF ADDITIONAL FUNDING within forty-five (45) days of the  
27 date thereof. If OWNERS disagree with the amount set forth in the NOTICE OF ADDITIONAL  
28 FUNDING, OWNERS may, within thirty (30) days of receipt of the NOTICE OF ADDITIONAL FUNDING

1 submit in writing the basis for its disagreement and a proposed lower amount to fund the completion of  
2 the TPA SERVICES (hereafter, this response shall be referred to as "OWNERS' RESPONSE TO  
3 NOTICE OF ADDITIONAL FUNDING"). Within thirty (30) days of receipt of OWNERS' RESPONSE TO  
4 NOTICE OF ADDITIONAL FUNDING, OWNERS and DIRECTOR shall meet and confer in good faith  
5 over a period not to exceed twenty (20) days regarding the estimated amount to fund the completion of  
6 the TPA SERVICES. At the completion of this meet-and-confer period, DIRECTOR shall notify  
7 OWNERS in writing of the estimated amount DIRECTOR has determined to be required to complete  
8 the TPA SERVICES. DIRECTOR's determination of the estimated amount required to complete the  
9 TPA SERVICES shall be final and binding.

10 D. Notwithstanding anything to the contrary herein, (i) COUNTY's receipt of funds from  
11 OWNERS for each of the foregoing categories shall be a condition precedent to COUNTY's  
12 performance of its obligations under this AGREEMENT in relation to such categories, as applicable; (ii)  
13 the amounts required to be advanced by OWNERS to COUNTY in this SECTION 1 are estimates, and  
14 in any event not a limitation on OWNERS' obligation to fully fund the THIRD PARTY  
15 ADMINISTRATOR's monitoring of OWNERS' respective compliance with the MMRP and COUNTY's  
16 review and administration of any related materials; (iii) COUNTY receipt of such funds in any of the  
17 foregoing categories shall not obligate COUNTY to achieve a predetermined result, including finding  
18 that OWNERS have complied with the MMRP; and (iv) nothing in this AGREEMENT alters the  
19 OWNERS' respective obligations under the MMRP.

## 20 **SECTION 2. OWNERS' ACKNOWLEDGEMENTS.**

21 OWNERS acknowledge that all of OWNERS' representations, covenants, warranties, and  
22 agreements herein are a material inducement for COUNTY to enter into this AGREEMENT, and that  
23 COUNTY would not have entered into this AGREEMENT without all of them having been made herein.

24 OWNERS represent, covenant, and warrant to COUNTY that at no time will OWNERS contact  
25 the THIRD PARTY ADMINISTRATOR in its performance of the TPA SERVICES for the COUNTY or  
26 attempt to influence the THIRD PARTY ADMINISTRATOR during the course thereof, provided  
27 however, OWNERS may communicate with the THIRD PARTY ADMINISTRATOR where such  
28 communications are coordinated by COUNTY's staff.

1           **SECTION 3. OBLIGATIONS OF THE COUNTY.**

2           COUNTY shall perform the following obligations pursuant to this AGREEMENT:

3           A.     **Create Accounts.** COUNTY shall create the following three accounts (each of which is  
4 an "ACCOUNT" and collectively "ACCOUNTS"):

5                     1. The TPA SERVICES FUND ACCOUNT into which the TPA SERVICES FUND will be  
6                     deposited upon receipt from OWNERS;

7                     2. The ADDITIONAL TPA SERVICES FUND ACCOUNT into which the ADDITIONAL  
8                     TPA SERVICES FUND will be deposited upon receipt from OWNERS;

9                     3. The COUNTY STAFF SERVICES FUND ACCOUNT into which the COUNTY STAFF  
10                    SERVICES FUND will be deposited upon receipt from OWNERS.

11           B.     **Issue Confirmation Receipt.** COUNTY shall transmit written confirmation of receipt of  
12 the TPA SERVICES FUND, ADDITIONAL TPA SERVICES FUNDS, and COUNTY STAFF SERVICES  
13 FUND, respectively, within thirty (30) days of receipt.

14           C.     **Expenditure of Funds.** COUNTY shall expend the TPA SERVICES FUND and the  
15 ADDITIONAL TPA SERVICES FUND, respectively, to pay for only the actual fees, costs, and expenses  
16 incurred by COUNTY to compensate the THIRD PARTY ADMINISTRATOR. COUNTY will use the  
17 COUNTY STAFF SERVICES FUND to pay only COUNTY staff to review and administer any materials  
18 related to the MMRP.

19           D.     **Provide Accountings of Each Account.** Ninety (90) days following the first  
20 expenditure from an ACCOUNT, and then continuing at intervals of ninety (90) days until the expiration  
21 or termination of this AGREEMENT, COUNTY shall transmit by email to OWNERS a document  
22 (hereafter, an "ACCOUNTING"), which will include:

23 For TPA SERVICES FUND ACCOUNT and ADDITIONAL TPA SERVICES FUND ACCOUNT:

24                     1. Beginning and ending dates for the time period covered by the ACCOUNTING;

25                     2. Date and amount of each expenditure from the ACCOUNT, together with copies of  
26                     invoices received from the THIRD PARTY ADMINISTRATOR; and

27                     3. Remaining balance in the ACCOUNT.  
28

1 For the COUNTY STAFF SERVICES FUND ACCOUNT:

- 2 1. Beginning and ending dates for the time period accounted for in the document;
- 3 2. Number of hours multiplied by the applicable hourly billing rate(s) for COUNTY staff
- 4 time expended during the time period accounted for in the document;
- 5 3. Total amount, in dollars and cents, of COUNTY staff time which was expended during
- 6 the time period accounted for in the document; and
- 7 4. Remaining balance in the COUNTY STAFF SERVICES FUND ACCOUNT.

8 In performing its obligation under this AGREEMENT, COUNTY will rely on its normal staffing

9 and resources, and shall not be required to accelerate performance of its obligations under this

10 AGREEMENT.

11 Notwithstanding anything to the contrary herein, COUNTY shall not be required to perform any

12 obligations under this AGREEMENT, unless and until OWNERS have complied with their obligations to

13 advance funds to COUNTY as set forth in SECTION 1 of this AGREEMENT.

14 E. **Notice of additional funding.** Upon determination by DIRECTOR that the funding

15 remaining in the ADDITIONAL TPA SERVICES FUND ACCOUNT and/or the COUNTY STAFF

16 SERVICES FUND ACCOUNT is insufficient to reimburse the THIRD PARTY ADMINISTRATOR or the

17 COUNTY, as applicable, for services to be rendered relating to the MMRP, DIRECTOR may issue an

18 invoice for the amount of funding DIRECTOR determines to be reasonably necessary to compensate

19 the THIRD PARTY ADMINISTRATOR or the COUNTY for such services to be provided. Upon receipt

20 of funding from OWNERS, the COUNTY will deposit the funding in the TPA FUND SERVICES

21 ACCOUNT and/or the COUNTY STAFF SERVICES FUND, as appropriate.

22 **SECTION 4. DISPUTES REGARDING ACCOUNTINGS.**

23 A. Within fifteen (15) days of receipt of an ACCOUNTING for the TPA SERVICES FUND

24 ACCOUNT or the ADDITIONAL TPA SERVICES FUND ACCOUNT, OWNERS may transmit by e-mail

25 to COUNTY written objections to such ACCOUNTING, provided that such objections are limited to one

26 or both of the following:

- 27 1. The ACCOUNTING does not contain the information required by SECTION 3 of this
- 28 AGREEMENT; and/or

1           2.       The ACCOUNTING includes an expenditure of funds to the THIRD PARTY  
2 ADMINISTRATOR for services outside the scope of services of the written agreement between the  
3 COUNTY and the THIRD PARTY ADMINISTRATOR.

4           OWNERS shall not object to the ACCOUNTING for any other reason, and COUNTY shall have  
5 no obligation to respond to an objection based on a reason outside the scope of this SECTION 4. If  
6 OWNERS do not transmit objections during the fifteen (15) day time period set forth in this SECTION 4,  
7 then the ACCOUNTING is deemed approved.

8           B.       Upon receipt of a timely written objection, which states one or both of the bases set forth  
9 in this SECTION 4, DIRECTOR will review the objection and determine whether it has merit. If  
10 DIRECTOR determines that the objection has merit, DIRECTOR shall take such actions as he or she  
11 determines to be necessary or appropriate to resolve the objection, and shall transmit in writing his/her  
12 determination and a summary of the steps taken to resolve the objection. If DIRECTOR determines  
13 that the objection is without merit, he or she shall inform OWNERS of his/her determination in writing.  
14 DIRECTOR's determination regarding OWNERS' objection shall be final and binding.

#### 15           **SECTION 5. EFFECTIVE DATE AND TERM OF AGREEMENT.**

16           The term of this AGREEMENT shall commence on the Effective Date and shall terminate upon  
17 the issuance by DIRECTOR of written acknowledgement that OWNERS have satisfied their obligations  
18 under this AGREEMENT.

#### 19           **SECTION 6. TERMINATION.**

20           This AGREEMENT may be terminated by DIRECTOR upon written notice to OWNERS that  
21 DIRECTOR has determined that OWNERS have failed to comply with any or all of the terms of this  
22 AGREEMENT, provided that termination of this AGREEMENT does not relieve OWNERS of their  
23 obligations under the MMRP.

24           If this AGREEMENT is terminated as provided in this SECTION 6, DIRECTOR will request the  
25 THIRD PARTY ADMINISTRATOR to stop work. Within ninety (90) days following DIRECTOR's  
26 issuance of written notice to OWNERS of the termination of this AGREEMENT, DIRECTOR will  
27 determine what amounts are due and owed to the THIRD PARTY ADMINISTRATOR and COUNTY for  
28 services performed prior to termination, and return any remaining funds from the ACCOUNTS to

OWNERS. If there are not sufficient funds in the ACCOUNTS to compensate the THIRD PARTY ADMINISTRATOR or COUNTY for work performed prior to termination, COUNTY will notify OWNERS in writing, to be delivered by email, of the amount owed, and OWNERS shall remit the full amount owing to COUNTY within thirty (30) days thereafter.

OWNERS' obligations arising following notification of termination of this AGREEMENT shall survive termination of this AGREEMENT.

#### **SECTION 7. INDEPENDENT CONTRACTOR**

This AGREEMENT is not intended to and will not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between COUNTY and OWNERS; neither party is an officer of the other. Each of the PARTIES to this AGREEMENT, and their respective officers, agents and employees, in the performance of this AGREEMENT shall act in independent capacity, as independent contractors, between each other.

#### **SECTION 8. MODIFICATION.**

Any matters of this AGREEMENT may be modified from time to time by the written consent of all the PARTIES without, in any way, affecting the remainder.

#### **SECTION 9. NO WAIVER.**

No waiver of any provision of this AGREEMENT will be valid unless and until it is in writing and signed by the PARTY making the waiver. Waiver by either PARTY at any time of a breach or default of this AGREEMENT shall not be deemed a waiver of or consent to a breach or default of the same or any other provision of this AGREEMENT.

#### **SECTION 10. NON-ASSIGNMENT.**

Neither PARTY shall assign, transfer, or sub-contract this AGREEMENT nor their rights or duties under this AGREEMENT, without the prior written consent of the other PARTY.

#### **SECTION 11. INDEMNITY AND DEFENSE.**

A. **Indemnifiable Losses.** For purposes of this SECTION 11, "LOSSES" includes all claims, demands, injuries, damages, costs, expenses (including attorney fees and courts costs), fines, penalties, and liabilities of any kind.



1           B.     **Indemnity.** OWNERS agree to indemnify COUNTY, its officers, agents, employees,  
2 and volunteers from any and all costs and expenses (including reasonable attorney fees and court  
3 costs), against any LOSSES incurred by COUNTY, OWNERS, or any third party in connection with the  
4 performance, or failure to perform, by OWNERS, their officers, agents, or employees under this  
5 AGREEMENT.

6           C.     **Defense.** If requested by COUNTY, OWNERS shall defend actions or proceedings  
7 brought or threatened against COUNTY (including its officers, agents, or employees) under this  
8 AGREEMENT. COUNTY may conduct or participate in its own defense without affecting OWNERS'  
9 obligation to indemnify or defend COUNTY.

10          D.     **Survival.** The terms of this SECTION 11 shall survive the termination of this  
11 AGREEMENT.

12           **SECTION 12. NOTICES.**

13          The persons and their addresses having authority to give and receive notices under this  
14 AGREEMENT include the following:

15          COUNTY:

16                   County of Fresno  
17                   Director of Public Works and Planning  
18                   Attn: Principal Planner  
19                   2220 Tulare Street, Sixth Floor  
20                   Fresno, CA 93721  
21                   Fax: (559) 600-4200

22          Copies of notices to COUNTY shall also be given to:

23                   Office of the Fresno County Counsel  
24                   Attn: Senior Deputy County Counsel  
25                   2220 Tulare Street, Suite 500  
26                   Fresno, CA 93721  
27                   Email address: CountyCounsel@fresnocountyca.gov  
28                   Fax: (559) 600-3480

OWNERS:

Little Bear Solar 1, 3, 4, and/or 5 LLC  
c/o First Solar Inc.; Attn: Robert Holbrook  
135 Main Street, 6<sup>th</sup> Floor  
San Francisco, CA 94105  
Email address: rholbrook@firstsolar.com

Copies of notices to OWNERS shall also be given to:

First Solar Development, LLC  
Attn: General Counsel  
350 West Washington Street, Suite 600  
Tempe, AZ 85281  
Email address: generalcounsel@firstsolar.com

Any and all notices between COUNTY and OWNERS provided for or permitted under this AGREEMENT or by law shall be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by PORTABLE DOCUMENT FORMAT ("PDF") document attached to an email. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposited in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposited in the United States mail, postage prepaid, addressed to recipient. A notice delivered by an overnight commercial courier is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions for next-day delivery, addressed to the recipient. A notice delivered by telephonic facsimile or by PDF document attached to an email is effective when transmission is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this AGREEMENT, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

### **SECTION 13. GOVERNING LAW.**

Venue for any action arising out of or related to this AGREEMENT shall only be in Fresno County, California. The rights and obligations of the PARTIES and all interpretation and performance of this AGREEMENT shall be governed in all respects by the laws of the State of California.

1           **SECTION 14. SEVERABILITY.**

2           In the event any provisions of this AGREEMENT are held by a court of competent jurisdiction to  
3 be invalid, void, or unenforceable, the PARTIES will use their best efforts to meet and confer to  
4 determine how to mutually amend such provisions with valid and enforceable provisions, and the  
5 remaining provisions of this AGREEMENT will nevertheless continue in full force and effect without  
6 being impaired or invalidated in any way.

7           **SECTION 15. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES.**

8           The headings of the sections of this AGREEMENT are for convenience only and shall not be  
9 used to interpret this AGREEMENT. This AGREEMENT is the product of negotiation between the  
10 PARTIES. The language of this AGREEMENT shall be construed as a whole according to its fair  
11 meaning and not strictly for or against any PARTY. Any rule of construction to the effect that  
12 ambiguities are to be resolved against the drafting PARTY shall not apply in interpreting this  
13 AGREEMENT. All references in this AGREEMENT to particular statutes, regulations, ordinances, or  
14 resolutions of the United States, the State of California, or the County of Fresno shall be deemed to  
15 include the same statute, regulation, ordinance, or resolution as hereafter amended.

16           **SECTION 16. LEGAL AUTHORITY.**

17           OWNERS represent and warrants to COUNTY that: (1) OWNERS are duly authorized and  
18 empowered to sign and perform their obligations under this AGREEMENT, and (2) the individual(s)  
19 signing this AGREEMENT on behalf of OWNERS, each and everyone of them jointly and severally, are  
20 authorized to do so and his or her signature binds OWNERS, each and everyone of them jointly and  
21 severally, to the terms of this AGREEMENT.

22           **SECTION 17. BINDING EFFECT.**

23           This AGREEMENT shall be binding upon, and inure to the benefit of, the respective successors  
24 and assigns of the PARTIES.

25           **SECTION 18. NO THIRD PARTY BENEFICIARIES**

26           Notwithstanding anything else to contrary herein, the PARTIES acknowledge and agree that no  
27 other person, firm, corporation, or entity shall be deemed as an intended third-party beneficiary of this  
28 AGREEMENT.

1           **SECTION 19. COUNTERPARTS.**

2           This AGREEMENT may be signed in counterparts, each of which is an original, and all of which  
3 together constitute this AGREEMENT.

4           **SECTION 20. ENTIRE AGREEMENT.**

5           This AGREEMENT constitutes the entire agreement between OWNERS and COUNTY with  
6 respect to OWNERS's obligations to provide funding to COUNTY to pay for the fees, costs, and  
7 expenses incurred by COUNTY to retain a THIRD PARTY ADMINISTRATOR to monitor OWNERS'  
8 respective execution of the MMRP, and supersedes all previous agreement negotiations, proposals,  
9 commitments, writings, advertisements, publications, and understanding of any nature whatsoever  
10 concerning such payment obligation unless expressly included in this AGREEMENT.

11           **SECTION 21. JOINT AND SEVERAL LIABILITY.**

12           Little Bear Solar 1, LLC, Little Bear Solar 3, LLC, Little Bear Solar 4, LLC, and Little Bear Solar  
13 5, LLC shall be jointly and severally liable for the OWNERS' obligations to COUNTY under this  
14 AGREEMENT.

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1 IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the date set forth  
2 above.

3 Little Bear Solar 1, LLC,  
4 a Delaware limited liability company

COUNTY OF FRESNO

5 *Kathryn Albert* *mc*  
6 (Authorized Signature)

*Nathan Magsig*  
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

7 Kathryn Albert, Vice President  
8 Print Name and Title

9 Little Bear Solar 3, LLC,  
10 a Delaware limited liability company

ATTEST:

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11 *Kathryn Albert* *mc*  
12 (Authorized Signature)

13 Kathryn Albert, Vice President  
14 Print Name and Title

By *Susan Bishop*  
Deputy

15 Little Bear Solar 4, LLC,  
16 a Delaware limited liability company

17 *Kathryn Albert* *mc*  
18 (Authorized Signature)

19 Kathryn Albert, Vice President  
20 Print Name and Title

21 Little Bear Solar 5, LLC,  
22 a Delaware limited liability company

23 *Kathryn Albert* *mc*  
24 (Authorized Signature)

25 Kathryn Albert, Vice President  
26 Print Name and Title

27 FOR ACCOUNTING USE ONLY

28 ORG No. 4360-0200  
Account No. 7295  
Fund No. 0001  
Subclass No. 10000

**EXHIBIT “A”**

**Mitigation Monitoring and Reporting Program**  
**Conditional Use Permit Application Nos. 3550, 3551, 3552, 3553, and 3577**  
**(Including Design Measures, Conditions of Approval and Project Notes)**

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Mitigation Measure* 3.4-2</b>	Air Quality	<b>Voluntary Emission Reduction Agreement for NO<sub>x</sub> During Decommissioning</b> Prior to issuance of County permits for decommissioning activities, the Project Applicant shall provide to the County either: a. A fully-executed Voluntary Emission Reduction Agreement (VERA) with the San Joaquin Valley Air Pollution Control District (SJVAPCD) to fully mitigate Project decommissioning emissions from NO <sub>x</sub> ; or b. An analysis prepared by an air quality specialist demonstrating that the emissions of NO <sub>x</sub> associated with decommissioning would be less than 10 tons per year.	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee	Prior to issuance of County permits for decommissioning activities
<b>Design Measure**2.5.7.1</b>	Air Quality	<b>Voluntary Emission Reduction Agreement for NO<sub>x</sub> During Construction and Operations</b> Prior to issuance of County permits for construction activities, the Project Applicant shall provide to the County either: a. A fully-executed Voluntary Emission Reduction Agreement (VERA) with the San Joaquin Valley Air Pollution Control District (SJVAPCD) to fully mitigate Project construction and operational emissions from NO <sub>x</sub> ; or b. An analysis prepared by an air quality specialist demonstrating that the emissions of NO <sub>x</sub> associated with construction and operations would be less than 10 tons per year.	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee, San Joaquin Valley Air Pollution Control District	Prior to issuance of County permits for construction activities
<b>Design Measure**2.5.7.2</b>	Air Quality	<b>Valley Fever Management Plan</b> During the demolition, construction, and decommissioning phases of the Project, the Applicant shall implement the following measures intended to reduce worker exposure to the <i>Coccidioides immitis</i> ( <i>C. immitis</i> ) fungus that causes Valley Fever: <ul style="list-style-type: none"> <li>Prior to ground-disturbing activities, a Valley Fever Management Plan will be provided to the County and shall include a program to limit the potential for exposure to <i>C. immitis</i> from construction activities and to identify appropriate worker training, dust management and safety procedures that</li> </ul>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee	Prior to ground-disturbing activities associated with construction or demolition of the project

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Design Measure</b> <b>**2.5.7.2</b> (cont.)	Air Quality	<p>shall be implemented, as needed, to minimize personnel and public exposure to <i>C. immitis</i>.</p> <ul style="list-style-type: none"> <li>In addition to awareness and recognition training, these measures include performing job hazard assessments (JHAs) for all job classifications employed on site. These JHAs will identify the potential for exposure as well as the appropriate precautions and controls to minimize exposure.</li> </ul>			
<b>Mitigation Measure* 3.5-1</b>	Biological Resources	<p><b>Preconstruction surveys</b></p> <p><b><i>San Joaquin kit fox:</i></b></p> <p>Preconstruction surveys shall be conducted by a qualified biologist for the presence of San Joaquin kit fox dens within 14 days prior to commencement of construction activities. The surveys shall be conducted in areas of suitable habitat for San Joaquin kit fox (areas that have been plowed within 12 months prior to the start of ground-disturbing activities are not considered suitable). Surveys need not be conducted for all areas of suitable habitat at one time; they may be phased so that surveys occur within 14 days prior to that portion of the site that is disturbed. If no potential San Joaquin kit fox dens are present, no further mitigation is required under this measure. If potential dens are observed and avoidance is determined to be feasible (as defined in CEQA Guidelines §15364 consistent with the USFWS [1999] <i>Standardized Recommendations for Protection of the San Joaquin Kit Fox</i>) by a qualified biologist in consultation with the Project Owner and the County, buffer distances shall be established prior to construction activities.</p> <p>If avoidance of the potential dens is not feasible, the following measures are required to avoid potential adverse effects to the San Joaquin kit fox:</p> <ul style="list-style-type: none"> <li>If the qualified biologist determines that potential dens are inactive, the biologist shall excavate these dens by hand with a shovel to prevent badgers or foxes from re-using them during construction.</li> <li>If the qualified biologist determines that a potential non-natal den may be active, an on-site passive relocation program shall be implemented with prior concurrence from USFWS. This program shall consist of excluding San Joaquin kit foxes from occupied burrows by installation of one-way doors at burrow entrances, monitoring of the burrow for one week to confirm usage has been</li> </ul>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee, California Department of Fish and Wildlife	14 days prior to commencement of construction activities



Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
Mitigation Measure* 3.5-1 (cont.)	Biological Resources	<p>discontinued, and excavation and collapse of the burrow to prevent reoccupation. After the qualified biologist determines that the San Joaquin kit foxes have stopped using active dens within the Project boundary, the dens shall be hand-excavated as stated above for inactive dens.</p> <p><b>Burrowing owl:</b> Preconstruction surveys shall be conducted by a qualified biologist for the presence of burrowing owl within 14 days prior to the commencement of equipment staging or ground-disturbing activities. Given the large size of the construction site, multiple or ongoing burrowing owl surveys may be required. To protect burrowing owls, the following conditions shall be met prior to construction within each successive work area:</p> <ul style="list-style-type: none"> <li>• A qualified wildlife biologist (i.e., a wildlife biologist with previous burrowing owl survey experience) shall conduct pre-construction surveys on the site and immediate vicinity only in areas of the site with suitable burrowing habitat to locate any active breeding or wintering burrowing owl burrows no fewer than 14 days prior to ground-disturbing activities (e.g., vegetation clearance, grading, tilling). Areas that have been plowed within 12 months prior to the start of ground-disturbing activities are not considered suitable habitat. The survey methodology shall be consistent with the methods outlined in the CDFW (2012) <i>Staff Report on Burrowing Owl Mitigation</i> and shall consist of walking parallel transects 23 to 66 feet (7 to 20 meters) apart, noting any potential burrows with fresh burrowing owl sign or presence of burrowing owls. Copies of the survey results shall be submitted to CDFW and the Fresno County Public Works and Planning Department. The surveys may be conducted concurrently with San Joaquin kit fox surveys.</li> <li>• If active burrowing owl burrows are detected on site, no ground-disturbing activities, such as vegetation clearance or grading, shall be permitted within a buffer of 330 feet from an active burrow during the breeding season (February 1 to August 31), unless otherwise authorized by a qualified biologist as described below. During the non-breeding (winter) season (September 1 to January 31), no ground-disturbing work shall be permitted within a buffer of 165 feet from the burrow. Depending on the level of disturbance, a smaller buffer may be established by a</li> </ul>			

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Mitigation Measure* 3.5-1</b> (cont.)	Biological Resources	<p>qualified biologist based on the visibility and sensitivity responses of each individual burrowing owls or pairs.</p> <ul style="list-style-type: none"> <li>If burrow avoidance is infeasible during the non-breeding season or during the breeding season where resident owls have not yet begun egg laying or incubation or where the juveniles are foraging independently and capable of independent survival, a qualified biologist shall implement a passive relocation program in accordance with the CDFW (2012) Staff Report on Burrowing Owl Mitigation.</li> <li>If passive relocation is anticipated due to on-site burrowing owl populations, a qualified biologist shall prepare a Burrowing Owl Exclusion Plan in accordance with CDFW (2012) <i>Staff Report on Burrowing Owl Mitigation</i> and for review by CDFW prior to passive relocation activities.</li> </ul>			
<b>Mitigation Measure* 3.5-2</b>	Biological Resources	<p><b>General Measures for the Avoidance and Protection of Biological Resources</b></p> <p>During construction, operation and maintenance, and decommissioning of the facility, the operator and/or contractor shall implement the following general avoidance and protective measures to protect San Joaquin kit fox and other special-status wildlife species:</p> <ul style="list-style-type: none"> <li>The operator shall limit the areas of disturbance. Parking areas, new roads, staging, storage, excavation, and disposal site locations shall be confined to the smallest areas possible. All proposed impact areas, including solar fields, staging areas, access routes, and disposal or temporary placement of spoils, shall be delineated with stakes and/or flagging prior to construction to avoid special-status species where possible. Construction-related activities, vehicles, and equipment outside of the impact zone shall be avoided.</li> <li>These areas shall be flagged, and disturbance activities, vehicles, and equipment shall be confined to these flagged areas.</li> <li>Spoils shall be stockpiled in disturbed areas that lack native vegetation. Best Management Practices (BMPs) shall be employed to prevent erosion in accordance with the Project's approved Stormwater Pollution Prevention Plan (SWPPP). All detected erosion shall be remedied within two (2) days of discovery or as described in the SWPPP.</li> </ul>	Operator and/or contractor to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee, California Department of Fish and Wildlife	During construction, operation and maintenance, and decommissioning of the facility

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Mitigation Measure* 3.5-2</b> (cont.)	Biological Resources	<ul style="list-style-type: none"> <li>To prevent inadvertent entrapment of wildlife during construction, all excavated, steep-walled holes or trenches with a 2-foot or greater depth shall be covered with plywood or similar materials at the close of each working day, or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected by the approved biological monitor for trapped animals. If trapped animals are observed, escape ramps or structures shall be installed immediately to allow escape. If a listed species is trapped, USFWS and/or CDFW shall be contacted immediately.</li> <li>All construction pipes, culverts, or similar structures with a 4-inch or greater diameter that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for special-status wildlife or nesting birds before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If an animal is discovered inside a pipe, that section of pipe shall not be moved until the Lead Biologist has been consulted and the animal has either moved from the structure on its own accord or until the animal has been captured and relocated by the Lead Biologist.</li> <li>Vehicles and equipment parked on the sites shall have the ground beneath the vehicle or equipment inspected for the presence of wildlife prior to moving.</li> <li>Vehicular traffic shall use existing routes of travel. Cross-country vehicle and equipment use outside of the Project properties shall be prohibited.</li> <li>A speed limit of 20 miles per hour shall be enforced within all construction areas.</li> <li>A long-term trash abatement program shall be established for construction, operations, and decommissioning and submitted to the County. Trash and food items shall be contained in closed containers and removed daily to reduce the attractiveness to wildlife such as common raven (<i>Corvus corax</i>), coyote (<i>Canis latrans</i>), and feral dogs.</li> <li>Workers shall be prohibited from bringing pets and firearms to the Project site and from feeding wildlife in the vicinity.</li> <li>Intentional killing or collection of any wildlife species shall be prohibited.</li> </ul>			

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Mitigation Measure* 3.5-3</b>	Biological Resources	<p><b>Nesting Birds and Bats</b></p> <ul style="list-style-type: none"> <li>• If construction is scheduled to commence during the non-nesting season (September 1 to January 31), no preconstruction surveys or additional measures are required for nesting birds, including raptors.</li> <li>• To avoid impacts to nesting birds in the Project site and immediate vicinity, a qualified wildlife biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project sites for ground-disturbing activities that are initiated during the breeding season (February 1 to August 31). The survey for special-status raptors shall focus on potential nest sites (e.g., mature trees) within a 0.5-mile buffer around the site in areas where access to neighboring properties is available or visible using a spotting scope. Surveys shall be conducted no more than 14 days prior to construction activities. Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by migratory birds and all locally breeding raptor species without causing intrusive disturbance.</li> <li>• If active nests are found, a suitable buffer (e.g., 300 feet for common raptors; 0.5-mile for Swainson's hawk; 100 feet for passerines) shall be established around active nests and no construction within the buffer allowed until a qualified biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest). Encroachment into the buffer may occur at the discretion of a qualified biologist except that encroachment into the buffer for Swainson's hawk must be authorized by CDFW.</li> <li>• The Project site may provide suitable roosting habitat for bats within buildings, and provide nighttime foraging habitat. If bats are found on the Project site, roosts shall be protected during the bat-breeding season (March 1 through September 30) with at least a 200-foot no-disturbance buffer. Outside the breeding season, once a qualified biologist has determined the bats have left to forage, reentry into the structures shall be blocked and alternative bat roosting habitat shall be provided on site or in the vicinity prior to the structures being removed.</li> </ul>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee, California Department of Fish and Wildlife	During construction activities

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Design Measure ** 2.5.7.3</b>	Biological Resources	<p><b>Wildlife-friendly Features</b></p> <p>The Applicant shall reduce potential impacts to wildlife by installing “wildlife-friendly” fencing, which would be designed to allow San Joaquin kit fox to pass through the fence while still providing for solar facility security and exclusion of other unwanted species (i.e., large domestic dogs and coyotes). Fence posts shall be capped to prevent potential entrapment of birds or other small species. The design of new overhead gen-tie lines and transmission structures would follow the most recent Avian Power Line Interaction Committee guidance, currently 2012, to reduce the potential for avian injury and mortality from collisions (APLIC 2012) and electrocution (APLIC 2006). Further, the proposed use of motion-activated security lighting (rather than lighting that would remain on from dusk to dawn) would reduce adverse impacts to nocturnal species, potentially including foraging, sheltering, mating and reproducing, communicating, and migrating behaviors.</p>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee, California Department of Fish and Wildlife	During construction, operation and maintenance, and decommissioning of the facility
<b>Mitigation Measure* 3.6-1</b>	Cultural Resources	<p><b>Implementation of Accidental Discovery Procedures</b></p> <p>In the event that unanticipated archaeological resources are encountered during Project activities, compliance with federal and State regulations and guidelines regarding the treatment of cultural resources and/or human remains shall be required, along with implementation of the following mitigation: If prehistoric or historic-period archaeological resources are encountered during project implementation:</p> <ul style="list-style-type: none"> <li>• All construction activities within 100 feet shall halt and the County shall be notified.</li> <li>• A qualified archaeologist, defined as one meeting the Secretary of the Interior’s Professional Qualifications Standards for Archeology, shall inspect the findings and report the results of the inspection to the developer and the County.</li> <li>• In the event that the identified archaeological resource is determined to be prehistoric, the County and qualified archaeologist will coordinate with and solicit input from the appropriate Native American Tribal Representatives, as determined by consultation with the Native American Heritage Commission (NAHC), regarding significance and treatment of the resource as a tribal cultural resource. Any tribal cultural resources discovered during project work shall be treated in</li> </ul>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee.	During construction activities

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Mitigation Measure* 3.6-1</b> (cont.)	Cultural Resources	<p>consultation with the tribe, with the goal of preserving in place with proper treatment.</p> <ul style="list-style-type: none"> <li>If the County determines that the resource qualifies as a historical resource or a unique archaeological resource (as defined pursuant to CEQA Guidelines) and that the project has potential to damage or destroy the resource, mitigation shall be implemented in accordance with Public Resources Code Section 21083.2 and CEQA Guidelines Section 15126.4. Consistent with CEQA Guidelines Section 15126.4(b)(3), mitigation shall be accomplished through either preservation in place or, if preservation in place is not feasible, data recovery through excavation conducted by a qualified archaeologist implementing a detailed archaeological treatment plan.</li> </ul>			
<b>Mitigation Measure* 3.6-2</b>	Cultural Resources	<p><b>Accidental Discovery of Human Remains</b></p> <p>If human remains are uncovered during Project activities, the Project owner shall immediately halt work, contact the Fresno County Sheriff-Coroner to evaluate the remains, and follow the procedures and protocols set forth in CEQA Guidelines Section 15064.4 (e)(1). If the County Sheriff-Coroner determines that the remains are Native American in origin, the Native American Heritage Commission (NAHC) will be notified, in accordance with Health and Safety Code Section 7050.5(c) and Public Resources Code Section 5097.98 (as amended by AB 2641). The NAHC shall designate a Most Likely Descendent (MLD) for the remains per Public Resources Code Section 5097.98, and the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in Public Resources Code Section 5097.98, with the MLD regarding their recommendations for the disposition of the remains, taking into account the possibility of multiple human remains.</p>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee	During construction activities
<b>Mitigation Measure* 3.8-7</b>	Geology, Soils, and Paleontological Resources	<p><b>Paleontological Monitoring</b></p> <p>The qualified paleontologist shall oversee paleontological monitoring of all excavation at depths greater than 20 feet in previously undisturbed sediments. Monitoring shall be conducted by a</p>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development	During construction activities

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Mitigation Measure* 3.8-7</b> (cont.)	Geology, Soils, and Paleontological Resources	paleontological monitor meeting the standards of the Society of Vertebrate Paleontology (2010). If a paleontological resource is found, regardless of depth or setting, the Project contractor shall cease ground-disturbing activities within 50 feet of the find and contact the qualified paleontologist. The qualified paleontologist shall evaluate the significance of the resources and recommend appropriate treatment measures. At each fossil locality, field data forms shall be used to record pertinent geologic data, stratigraphic sections shall be measured, and appropriate sediment samples shall be collected and submitted for analysis. Any significant fossils encountered and recovered shall be catalogued and curated at an accredited institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County. Accompanying notes, maps, and photographs shall also be filed at the repository. The qualified paleontologist shall prepare a report documenting evaluation and/or additional treatment of the resource. The report shall be filed with the County and with the repository.		Services Division, and/or its designee	
<b>Mitigation Measure* 3.10-2</b>	Hazards and Hazardous Materials	<p><b>Suspected Asbestos-containing Materials</b></p> <p>The Project proponent shall continuously comply with the following mitigation in the event that materials suspected to contain asbestos are uncovered during initial demolition and construction activities:</p> <ol style="list-style-type: none"> <li>1. In the event that suspect asbestos-containing materials are discovered during Project activities, work within a 100-foot distance of the discovery shall immediately halt and a California-certified asbestos professional shall take samples for analysis of the suspect materials.</li> <li>2. All damaged asbestos-containing material and asbestos-containing material that would be disturbed by Project activities shall be removed in accordance with federal, state, and local laws and the National Emissions Standards for Hazardous Air Pollutants guidelines before work may recommence.</li> <li>3. All demolition activities shall be undertaken in accordance with California Occupational Safety and Health Administration standards, as contained in Title 8 of the California Code of Regulations, Section 1529, to protect workers from exposure to asbestos. Demolition shall be performed in conformance with Federal, State, and local laws and regulations so that construction</li> </ol>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee	During initial demolition and construction activities



Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Mitigation Measure*</b> <b>3.10-2</b> (cont.)	Hazards and Hazardous Materials	workers and/or the public avoid significant exposure to asbestos-containing materials.			
<b>Mitigation Measure*</b> <b>3.14-1</b>	Noise and Acoustics	<p><b>Noise Reduction for Energy Storage System HVAC Units</b></p> <p>Prior to issuance of building permits for the energy storage system (ESS) facility, the Project Applicant shall provide to the County evidence demonstrating that each ESS facility heating venting and air conditioning (HVAC) system will comply with the County noise standards through equipment selection and incorporation of design measures (if applicable). Design measures may include the selection of quieter HVAC units and use of enclosures or otherwise configuring the units in a location that provides an acoustical barrier.</p>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee, Fresno County Department of Public Health	Prior to issuance of building permits for the ESS
<b>Mitigation Measure*</b> <b>3.18-1a</b>	Transportation and Traffic	<p><b>Construction and Decommissioning Traffic Management Plan</b></p> <p>Prior to the issuance of construction or building permits, an Encroachment Permit from Caltrans for the installation of a temporary traffic control and the issuance of decommissioning authorizations, the Applicant and/or the construction contractor shall:</p> <ul style="list-style-type: none"> <li>• Prepare and submit a Traffic Management Plan to Fresno County Department of Public Works and Planning and the Caltrans District 6 office for approval. The Traffic Management Plan must be prepared in accordance with both the California's Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook and must include, but not be limited to, the following issues: <ul style="list-style-type: none"> <li>– Temporary Traffic Control (TTC) plan that addresses traffic safety and control through the work zone;</li> <li>– Timing of deliveries of heavy equipment and building materials;</li> <li>– Directing construction traffic with a flagger;</li> <li>– Placing temporary signage, lighting, and traffic control devices if required, including, but not limited to, appropriate signage along access routes to indicate the presence of heavy vehicles and construction traffic;</li> </ul> </li> </ul>	Applicants and/or the construction contractor and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, California Department of Transportation District 6, and/or its designee	Prior to the issuance of construction or building permits and throughout the construction duration



Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Mitigation Measure*</b> <b>3.18-1a</b> (cont.)	Transportation and Traffic	<ul style="list-style-type: none"> <li>– Ensuring access for emergency vehicles to the project sites;</li> <li>– Temporarily closing travel lanes or delaying traffic during materials delivery, transmission line stringing activities, or any other utility connections;</li> <li>– Maintaining access to adjacent property;</li> <li>– Specifying both construction/decommissioning-related vehicle travel and oversize load haul routes, minimizing construction/decommissioning traffic during the a.m. and p.m. peak hour, distributing construction/decommissioning traffic flow across alternative routes to access the project sites, and avoiding residential neighborhoods to the maximum extent feasible.</li> <li>• Obtain all necessary permits for the work within the road right-of-way or use of oversized/overweight vehicles that would utilize County-maintained roads, which may require California Highway Patrol or a pilot car escort. Copies of the approved traffic plan and issued permits shall be submitted to the Fresno County Department of Public Works and Planning.</li> <li>• Overlay (2" Hot Mix Asphalt) and restripe California Avenue from Derrick Avenue to the Ohio Street alignment (1 mile) due to roadway impacts resulting from Project-generated construction truck traffic.</li> <li>• Maintain the roadway (2 miles) along the frontage of the Project site throughout the construction duration.</li> <li>• Enter into a secured agreement with Fresno County to ensure that any County roads that are demonstrably damaged by project-related activities are promptly repaired and, if necessary, paved, slurry-sealed, or reconstructed as per requirements of the state and/or Fresno County.</li> </ul>			
<b>Mitigation Measure*</b> <b>3.18-1b</b>	Transportation and Traffic	<b>Temporary Traffic Signal</b> The Applicant shall coordinate with Caltrans and Fresno County to pay for and install a temporary traffic signal at the SR 33/West California Avenue/West Panoche Road intersection prior to the commencement of construction activities. Appropriate warning signs and plaques, as well as advance warning signs, shall be installed along SR 33 to alert drivers of the modified traffic control at West California Avenue. The installation of a temporary traffic control device on a State facility (SR 33) will require an Encroachment	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, California Department of Transportation	Prior to the issuance of construction or building permits and throughout the construction duration

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Mitigation Measure*</b> <b>3.18-1b</b> (cont.)	Transportation and Traffic	Permit from Caltrans, which will be issued upon Caltrans' approval of the Traffic Management Plan (see Mitigation Measure 3.18-1a).		District 6, and/or its designee	
<b>Design Measure **</b> <b>2.5.7.4</b>	Aesthetics, Biological Resources, Hazardous Materials	<p><b>Shared Facilities with the North Star Solar Project</b></p> <p>The Project would share, where feasible, the existing 2-mile-long 115 kV gen-tie line and underground communication lines between the North Star Substation and PG&amp;E's Mendota Substation; may share a portion of the North Star Solar Project site for construction worker parking, temporary construction offices, and temporary water storage tanks; and may use water from the North Star Solar Project well. To the extent the sharing of this existing infrastructure would be feasible, the Applicant would avoid creating new impacts, including the avoidance of potential impacts to aesthetics and avian species that otherwise would result from new power lines and poles along West California Avenue, potential grading or hazardous materials impacts that could result if all construction workers were to park commute vehicles on the Project site, and potential impacts to groundwater supply and soils from the normal use of potential contaminants (such as sealants) in the well-drilling process.</p>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee	During construction of the facility
<b>Design Measure **</b> <b>2.5.7.6</b>	Biological, Paleontological and Cultural Resources	<p><b>Worker Environmental Awareness Program (WEAP)</b></p> <p>The Project owner, or its contractor, shall implement a Worker Environmental Awareness Program (WEAP) to train construction personnel how to recognize and protect environmental and cultural resources on the Project site. The WEAP training shall include the following topic areas:</p> <ul style="list-style-type: none"> <li>• <b>Biological Resources:</b> Training will include a review of the special-status species and other sensitive biological resources that could exist in the Project area, the locations of sensitive biological resources and their legal status and protections, and measures to be implemented for avoidance of these sensitive resources. Covered resources would include the San Joaquin kit fox, Swainson's hawk and the burrowing owl.</li> <li>• <b>Cultural and Paleontological Resources:</b> The training shall include an overview of potential cultural and paleontological resources that could be encountered during ground-disturbing activities to facilitate worker recognition and avoidance as well</li> </ul>	Applicants and/or their designees to implement measure as defined.	Fresno County Department of Public Works and Planning, Development Services Division, and/or its designee	Prior to the issuance of grading or building permits and for the duration of construction activities

Mitigation Measures					
Measure No.	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
<b>Design Measure **</b> <b>2.5.7.6</b> (cont.)	Biological, Paleontological and Cultural Resources	<p>as appropriate notifications and work restrictions should potential resources be encountered.</p> <ul style="list-style-type: none"> <li>• <b>Paleontological Resources:</b> The training shall include an overview of potential paleontological resources that could be encountered during ground-disturbing activities to facilitate worker recognition and avoidance as well as appropriate notifications and work restrictions should potential resources be encountered.</li> <li>• The WEAP training also shall include information on other compliance matters, as appropriate, such as storm water management, handling and storage of hazardous materials and compliance with dust control measures. The WEAP training will be mandatory for all construction personnel and certain site visitors and vendors. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms shall be made available upon request.</li> </ul>			

\*MITIGATION MEASURE – Measure specifically applied to the project to mitigate potential adverse environmental effects identified in the environmental document.

\*\*Design Measure – Condition proposed as part of the design for the project whose implementation would mitigate potential adverse environmental impacts identified in the environmental document.

Conditions of Approval	
1.	The life of this each land use permit (CUP Nos. 3550, 3551, 3552, 3553, and 3577) shall expire upon expiration of the initial life of the solar lease or the 30-year initial life of each of the projects. If the solar leases are to be extended or the initial life of each project extends beyond this approval, approval of new land use permits shall be obtained.
2.	Development and operation of the use shall be in conformance with the site plan, elevation drawings, operational statement, and Reclamation Plan approved by the Commission.
3.	The CUP approval shall be conditioned upon acceptance of Financial Assurances by the Director of the Department of Public Works and Planning and/or the Director's designee.
4.	A Site Plan Review (SPR) Application shall be submitted for approval by the Director of the Department of Public Works and Planning in accordance with Section 874 of the Fresno County Zoning Ordinance prior to the issuance of Building Permits for each approved land use permit (CUP Nos. 3550, 3551, 3552, 3553, and 3577). The SPRs shall be applicable to those portions of the project site(s) to be improved with substations, inverters, perimeter access roads, parking, and driveway access, excluding the solar panel fields. Items to be addressed under the SPR process may include, but are not limited to, design of parking and circulation, driveway, access, grading and drainage, fire protection and lighting.
5.	As part of the SPR submittal process for each land use permit, an agreement incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100) shall be entered into with Fresno County, acknowledging the presence of surrounding agricultural operations and their related activities.

### Conditions of Approval

6.	The project shall adhere to the procedures listed in the Reclamation Plan prepared for the operation, including requirements for financial estimates, bonding and facility removal when operation ceases. Prior to the issuance of any Construction Permits (Building, Electrical, Mechanical, Plumbing), the required bond amount, based on the engineer's estimate, shall be deposited (or evidence of a Bank Guarantee or Irrevocable Letter of Credit shall be provided).
7.	The Reclamation Plan shall be revised to provide for an annual increase in costs at 3%, or tied to the Consumer Price Index (CPI), or other mechanism acceptable to the Fresno County Department of Public Works and Planning.
8.	The project shall comply with the Pest Management Plan, February 2017, in order to control weeds and rodents on the property that may impact adjacent properties.
9.	The County of Fresno shall enter into an agreement with a Consultant to act as a Third Party Monitor and implement the Mitigation Monitoring and/or Reporting Program and Conditions Compliance Matrix in accordance with Section 21081.6 of the California Public Resources Code and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations. This agreement shall cover monitoring the Project's Mitigation Measures and Conditions of Approval as provided in the Mitigation Monitoring and/or Reporting Program and Conditions Compliance Matrix, and the Applicant shall pay all costs associated with the Consultant costs and Mitigation Monitoring.
10	The Applicant shall enter into an agreement with the County of Fresno to compensate for County staff's time to review and administer any materials related to Mitigation Monitoring and/or Reporting, including those prepared by the Third Party Monitor.
11.	Prior to initiating construction, the Applicant shall be required to contact Underground Service Alert (811) to allow Westlands Water District staff to locate and mark its facilities prior to commencement of grading or construction activities.
12.†	The Applicant shall enter into an agreement indemnifying the County for all legal costs associated with its approval of UCUPS 3550-3553, and 3570 and provide a bond in the amount of \$150,000.00 as security for any such legal costs incurred by the County.
13.†	The Applicant shall enter into a Reclamation Agreement and shall have the property owner execute a limited easement for the County's benefit.

Conditions of Approval reference required Conditions for the project.

†Conditions added by the Board of Supervisors, February 26, 2019.

### Notes

**The following Notes reference mandatory requirements of Fresno County or other Agencies and are provided as information to the project Applicant.**

1.	These Conditional Use Permits will become void, unless there has been substantial development within two years of the effective date of this approval.
2.	The Applicant shall comply with all applicable laws and standards, including, but not limited to, those governing the use, storage, and disposal of hazardous materials; worker training and safe work practices; air quality (such as the San Joaquin Valley Air Pollution Control District's indirect source rule and fugitive dust regulation), water quality (e.g., local design standards for retention or detention basins to manage storm water runoff), and Energy Storage Systems more generally (see Draft EIR Chapter 2's footnote 6 for details). Similarly, site preparation and construction activities would be performed in accordance with an SWPPP, or similar plan that incorporates storm water BMPs to reduce the adverse effects of erosion and sedimentation, and herbicide would be applied by qualified personnel following product label instructions and applicable regulations.

Notes	
3.	Prior to occupancy, the Applicant shall complete and submit either a Hazardous Materials Business Plan or a Business Plan Exemption form to the Fresno County Department of Public Health, Environmental Health Division. Contact the Certified Unified Program Agency at (559) 445-3271 for more information.
4.	All hazardous waste shall be handled in accordance with requirements set forth in the California Health and Safety Code, Chapter 6.5. This chapter discusses proper labeling, storage and handling of hazardous wastes.
5.	A storm water pollution prevention plan (SWPPP) shall be submitted to the U.S. Environmental Protection Agency and administered by the California State Regional Water Quality Control Board.
6.	Because the proposed project includes land disturbances of more than five acres, the Applicant will be required to obtain a National Pollution Discharge Elimination System (NPDES) General Construction Storm Water Permit from the Regional Water Quality Control Board.
7.	The Applicant shall adhere to San Joaquin Air Pollution Control District Regulation VIII – Fugitive Dust Rules. The Applicant also shall adhere to the District's permitting requirements, which include a District-Issued Dust Control Plan and Authority to Construct (ATC). The Applicant shall consider entering into a voluntary emission reduction agreement (VERA) with the District.
8.	<p>The following project notes relate to improvements of the private drives and parking areas:</p> <ul style="list-style-type: none"> <li>- An Encroachment Permit will be required for any improvements within the County right-of-way prior to commencement of construction.</li> <li>- The driveway should be a minimum of 24 feet and a maximum of 35 feet in width as approved by the Road Maintenance and Operations Division.</li> <li>- If only the driveway is to be paved, the first 100 feet off of the edge of the ultimate right-of-way shall be concrete or asphalt.</li> <li>- Any proposed gate that provides initial access to this site shall be set back from the edge of the road right-of-way a minimum of 20 feet or the length of the longest vehicle to enter the site, whichever is greater.</li> <li>- A dust palliative shall be required on all parking and circulation areas.</li> </ul>
9.	Any proposed septic system shall adhere to the California Plumbing Code and the Fresno Local Agency Management Plan (LAMP).
10.	The Applicant shall comply with the Westlands Water District Backflow Prevention Guidelines.
11.	A dust palliative shall be required on all parking and circulation areas.

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## **EXHIBIT “B”**

**Little Bear Solar 1**  
**Project Site – CUP No. 3550**  
**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**Parcel 1: APN: 019-110-05st**

The Northeast quarter of Section 14, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, in the unincorporated area, County of Fresno, State of California, according to the Official Plat thereof.

**Parcel 2: APN: 019-110-04st**

The Northwest quarter of Section 14, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, in the unincorporated area, County of Fresno, State of California, according to the Official Plat thereof.

End of Description.

**Little Bear Solar 3**  
**Project Site – CUP No. 3551**

**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1: APN: 019-110-06st

The Northwest quarter of Section 13, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

End of Description.



**Little Bear Solar 4**  
**Project Site – CUP No. 3552**

**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1: APN: 019-110-03ST

The South half of Section 14, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

End of Description.

**Little Bear Solar 5**  
**Project Site – CUP No. 3553, 3577**

**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1: APN: 019-110-13ST

The East half and the Southwest quarter of Section 13, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, according to the official plat thereof;

EXCEPTING THEREFROM the following described property:

That portion of the East half of the East half of said Section 13, described as follows:

Beginning at the Southeast corner of said Section, said Southeast corner being at Coordinates Y=502467.210 feet and X=1593586.361 feet;

Thence (1) along the South line of said Section, North 89°16' 19" West, a distance of 101.65 feet,

Thence (2) North 61° 26' 58" East, a distance of 82.73 feet to the West line of the East 30 feet of said Section;

Thence (3) along said West line, North 1° 26' 58" East, a distance of 5195.14 feet;

Thence (4) North 43° 33' 02" West, a distance of 70.72 feet to the South line of the North 30 feet of said Section;

Thence (5) North 1° 26' 46" East, a distance of 30.00 feet to the North line of said Section;

Thence (6) along last said North line, South 89° 20' 02" East, a distance of 80.01 feet to the East line of said Section;

Thence (7) along said East line, South 1° 26' 58" West, a distance of 5316.32 feet to the Point of Beginning.

End of Description.