



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

TO: Chairman Mike Goodsell
Vice-Chairman
Commissioner Carmen Zamora
Commissioner Jerry Arguelles
Commissioner Sylvia Chavez

FROM: Jim Minnick, Secretary
Planning & Development Services Director

SUBJECT: Public Hearing for the consideration of the proposed Big Rock 2 Cluster Solar Energy and Battery Storage Project for a General Plan Amendment (GPA24-0002) and a Zone Change (ZC24-0003) to add a Renewable Energy Overlay, as well as four (4) Conditional Use Permits (CUP24-0006 thru CUP24-0009), Initial Study (IS#24-0009) and four (4) Variances (V24-0002 thru V24-0005) for the project, located in unincorporated Imperial County, south of Interstate 8, approximately one mile southwest of the town of Seeley CA, Assessor's Parcel Number(s) 051-300-036 et al, Longitude -115° 43' 5.5548" , Latitude 32° 45' 41.783" to determine Consistency with the Airport Land Use Compatibility Plan (ALUCP). [Rocio Yee, Planner II] **(ALUC 01-25)**

DATE OF REPORT: February 19, 2025

AGENDA ITEM NO: 1
HEARING DATE: February 19, 2025
HEARING TIME: 6:00 p.m.
HEARING LOCATION: County Administration Center
Board of Supervisors Chambers
940 Main Street
El Centro, CA 92243

STAFF RECOMMENDATION

It is Staff's recommendation that the Airport Land Use Commission finds the proposed General Plan Amendment #24-0002, Zone Change #24-0003, Initial Study (IS #24-0009) Conditional Use Permit #24-0006 through CUP#24-0009 (Solar/Battery) and Variances#24-0002 through V#24-0005 for the Big Rock 2 Cluster Solar Energy Generation and Battery Storage Project be consistent with the 1996 Airport Land Use Compatibility Plan.

SECRETARY'S REPORT

Project Location:

The proposed Big Rock 2 Cluster Solar and Storage Project is located in unincorporated Imperial County, south of Interstate 8, approximately one mile southwest of the town of Seeley, California, and approximately six miles north of the United States International Border with Mexico. The project site is west of Drew Road and east and north of Mandapa Road. The entire project site comprises 1,849 acres of privately owned land, comprising 24 Assessor's Parcel Number(s) 051-300-036 et al. and further described as PAR 2 COC 2078 OF TR 55 T16S R12E 40.02AC; et al. Longitude -115° 43' 5.5548", Latitude 32° 45' 41.783".

Project Description:

The applicant, 90FI 8ME LLC, is seeking approval of four Conditional Use Permits (CUPs) associated with the construction and operation of a utility-scale photovoltaic (PV) solar energy generation and battery energy storage system (BESS) facility. The proposed project involves utilizing approximately 1,569 acres of land that has not previously been entitled for solar development, as well as 280 acres of land that was previously entitled under active conditional use permits (CUP) known as Laurel Cluster 2 North (120 acres), and Laurel Cluster 2 South (160 acres). The Laurel Cluster 2 North and Laurel Cluster 2 South will be re-entitled as part of the proposed project.

The Applicant proposes to develop, design, and construct a PV solar energy generation and BESS facility comprised of up to 500 megawatt alternating current (MWac) PV solar and up to 500 MWac of BESS. Power generated by the Project would be collected using up to 66-kV collector lines which could run overhead and/or underground to a dedicated Project substation, with a 230-kV overhead generation transmission line or "gen-tie" line linking a Project substation to the IID Liebert Switchyard. The Liebert Switchyard would then be connected to the SDG&E Imperial Valley substation via an overhead 230-kV gen-tie line. The Project contemplates two gen-tie line alternatives.

General Plan/ALUCP Analysis:

The proposed project is located within an unincorporated area of the County. The existing General Plan land use designation is "Agriculture." The project site is currently zoned as A-2 (General Agricultural Zone), A-2-R (General Agricultural/ Rural Zone), A-2-RE (General Agricultural with a Renewable Energy Overlay), A-2-R-RE (General Agricultural/ Rural Zone with Renewable Energy Overlay), A-3 (Heavy Agriculture) and A-3-RE (Heavy Agriculture with a Renewable Energy Overlay).

The APNs 051-300-032 and 051-300-036 (associated with the Big Rock 2 Cluster North site), and APNs 051-310-027 and 051-310-028 (associated with the Big Rock 2 Cluster East site) are located within the Renewable Energy Overlay, However, the majority of the project site is located outside of the RE Overlay Zone.

Therefore, the applicant is requesting a General Plan Amendment to include/classify the remaining portions of the project site into the RE Overlay Zone. No land use amendment is requested, and the underlying "Agriculture" General Plan designation would remain.

This project is subject to the Airport Land Use Commission's review for determination of consistency with the 1996 ALUC Plan and policies as stated below:

Per Imperial County's Airport Land Use Compatibility Plan, Part I, Chapter 2 – Policies, Subsection (3) - Types of Actions Reviewed, Subsection (1) - **General Plan Consistency Review**, states:

"...The Commission shall review the general plans and specific plans of affected local jurisdictions to determine their consistency with the Commission's policies until such time as (1) the Commission finds that the local general plan is consistent with the Airport Land Use Compatibility Plan..."

"Any request for variance from a local agency's height limitation ordinance; and any other proposed land use action, as determined by the local planning agency, involving a question of compatibility with airport activities" (Section 2.3.3(c)(h), pg. 2-3 & 2-4)"

Other Project Review – State law empowers the Commission to review additional types of land use "actions, regulations, and permits" involving a question of airport/land use compatibility if either : 1) the Commission and the local agency agree that these types of individual projects shall be reviewed by the Commission (Section 21676.5 (b))... For the purposes of this plan, the specific types or "actions, regulations, and permits" which the Commission shall review include:

"Any Building permit application for project having a valuation greater than \$500,000."

"Any other proposed land use action, as determined by the local planning agency, involving a question of compatibility with airport activities."

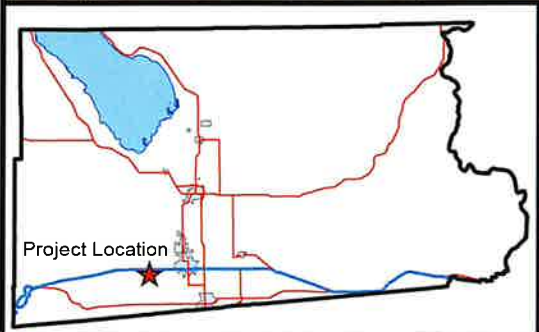
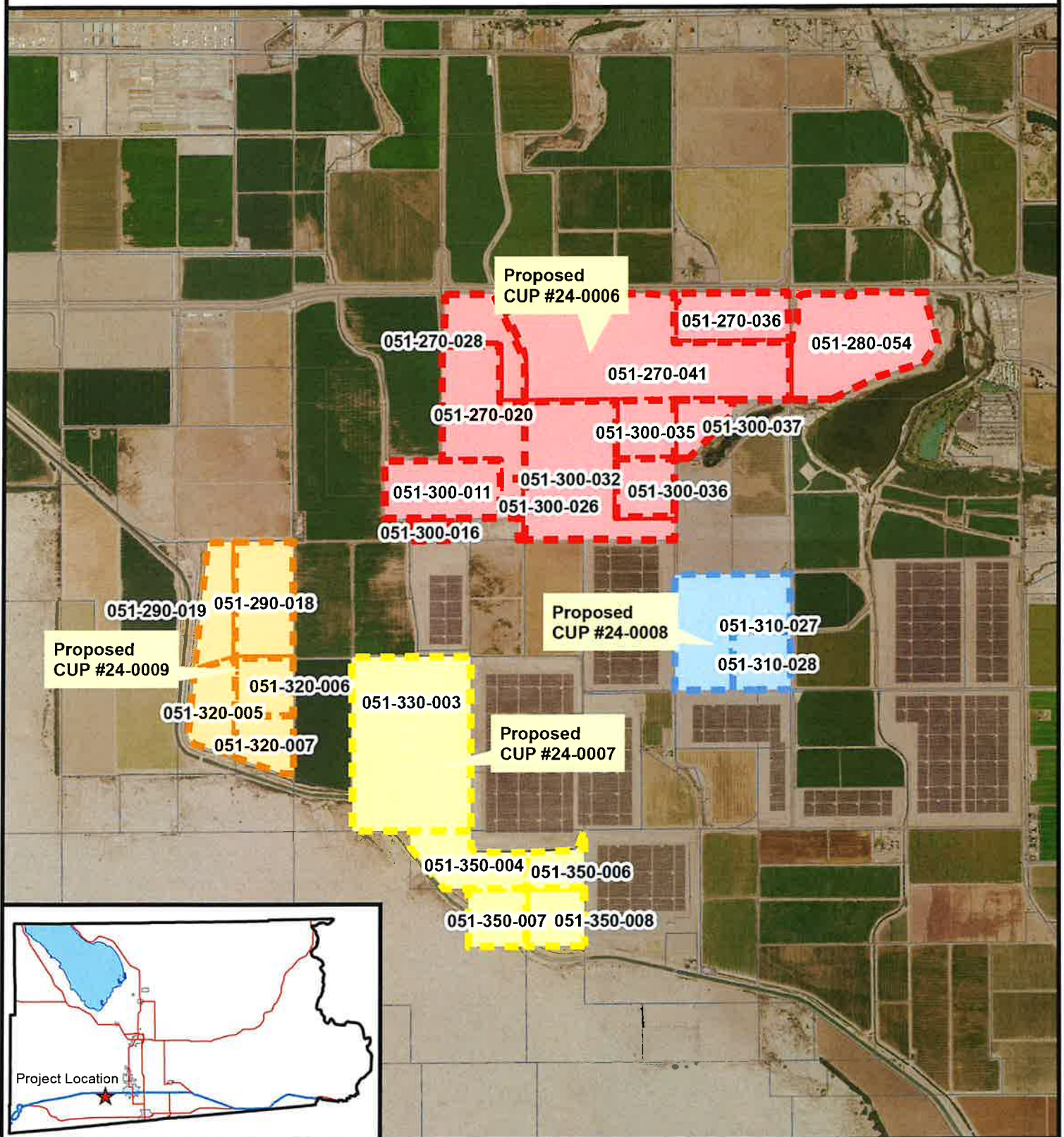
The proposed Solar Energy and Battery Storage project has been submitted for the Airport Land Use Commission's review and determination of consistency with the 1996 Airport Land Use Compatibility Plan (ALUCP) due to the nature of the applications, after reviewing the Big Rock 2 Cluster Solar and Storage Project we find out that the project is not near or within an airport or airport zone as shown in Attachment "B" ALUC Map.

ATTACHMENTS:

- A. Vicinity Map
- B. ALUC Map
- C. Site Plan(s)
- D. Project Description
- E. Application Package
- F. ALUCP Policies – Chapter 2

ATTACHMENT "A"
VICINITY MAP

PROJECT LOCATION MAP



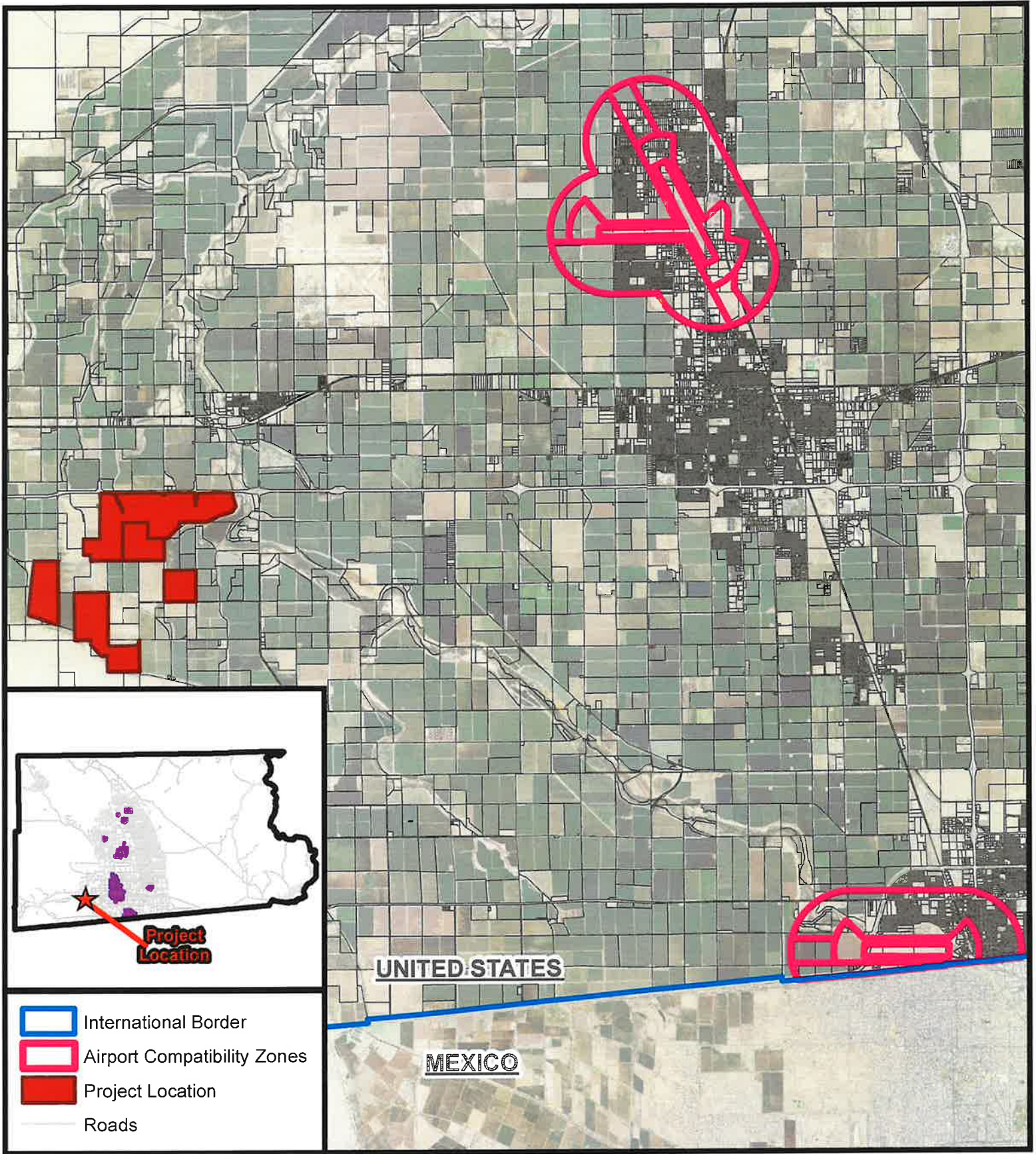
BIG ROCK CLUSTER 2
CUP #24-0006, CUP #24-0007,
CUP #24-0008, CUP #24-0009,
APN 051-300-036-000

	Big Rock 2 Cluster West
	Big Rock 2 Cluster East
	Big Rock 2 Cluster South
	Big Rock 2 Cluster North
	Parcels



ATTACHMENT "B"

ALUC MAP



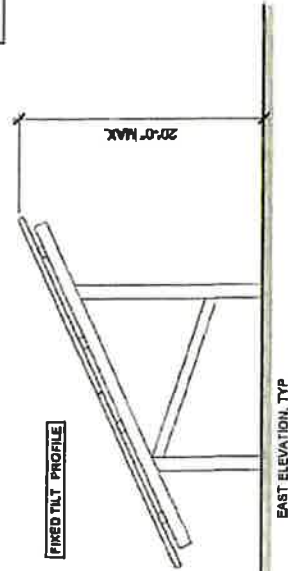
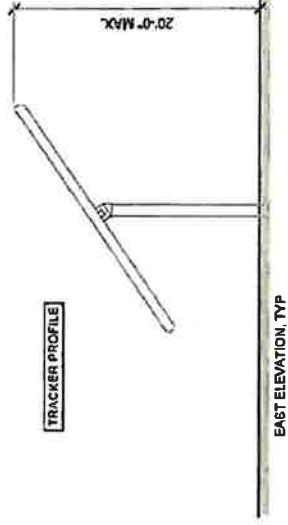
IMPERIAL COUNTY AIRPORT LAND USE COMMISSION
ALUC #01-25
BIG ROCK CLUSTER 2
APN 051-300-036 ET AL.



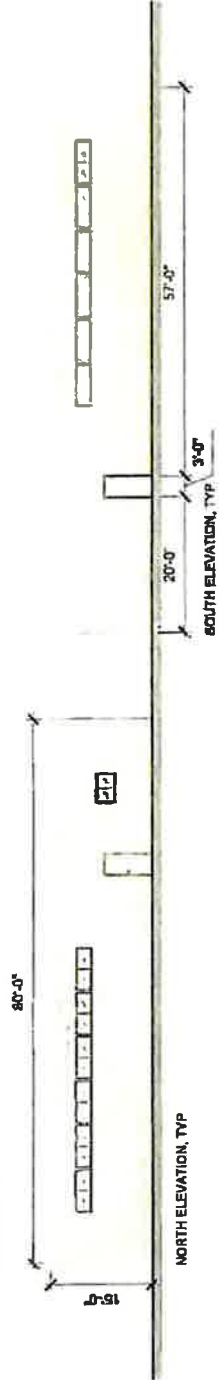
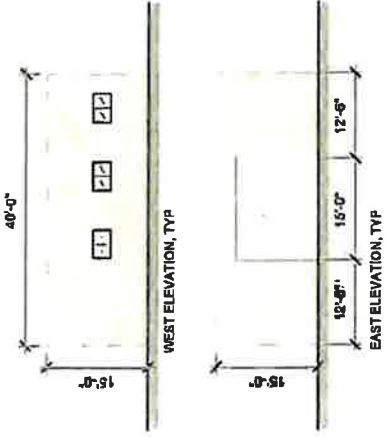
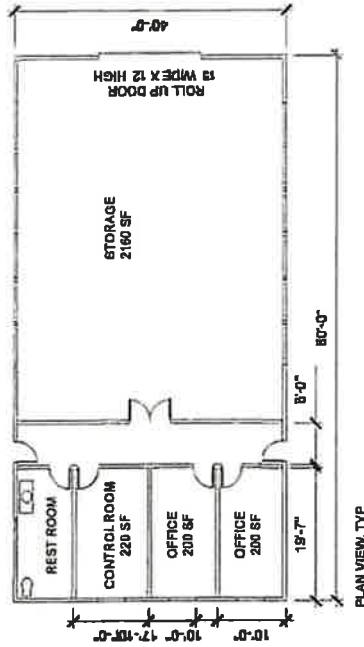
ATTACHMENT "C"
SITE PLAN(S)

**PRELIMINARY
NOT FOR
CONSTRUCTION**

1 TYPICAL PANEL & MOUNTING STRUCTURE
Scale: N.T.S.



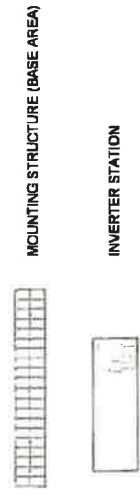
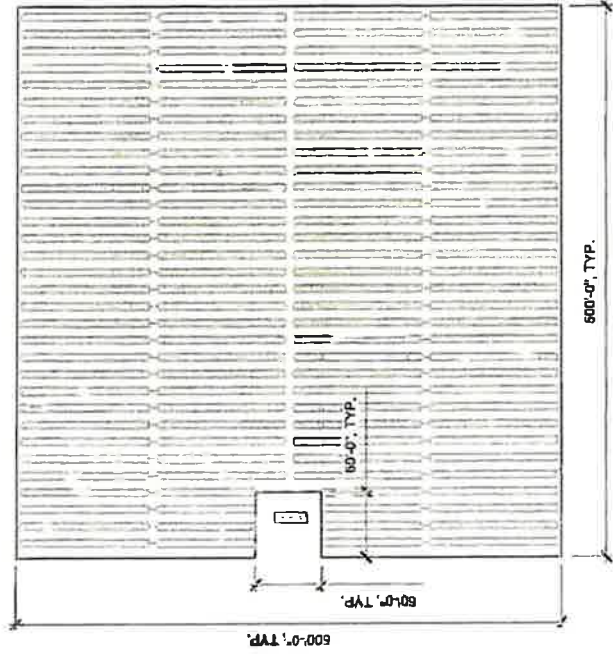
2 O&M BUILDING, TYP.
Scale: 1/16" = 1'-0"



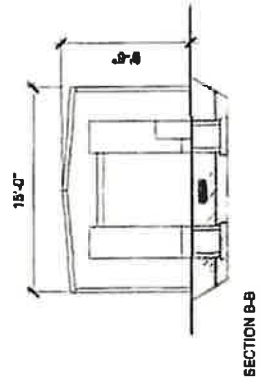
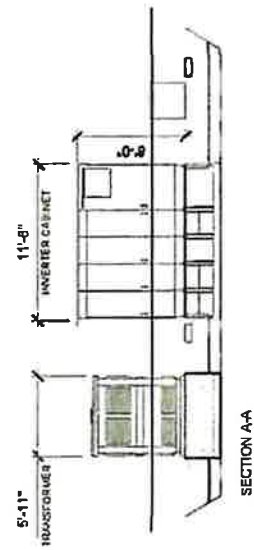
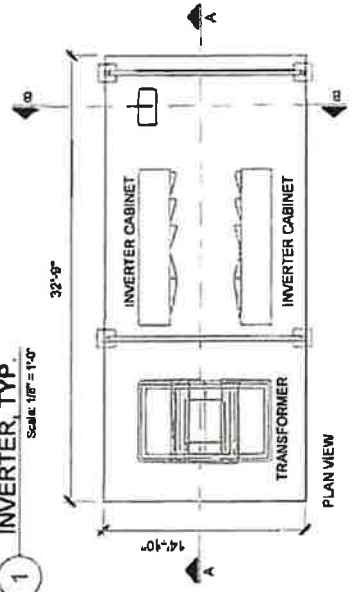
DATE	11/11/2014
BY	11/11/2014
NO.	EX-4
REV.	AS NOTED

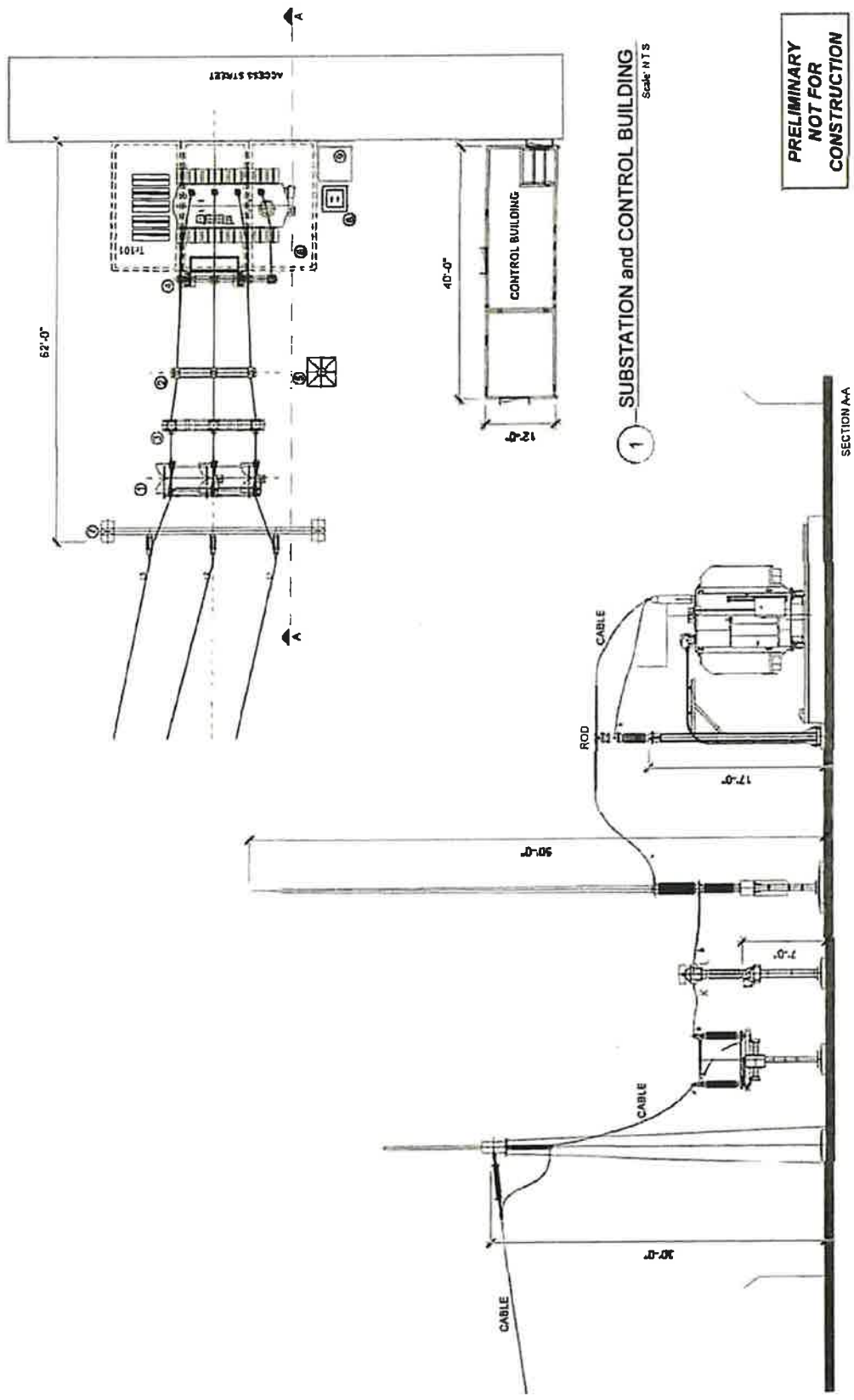
**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

2 STANDARD SOLAR BLOCK
 Scale: N.T.S.



1 INVERTER, TYP.
 Scale: 1/8" = 1'-0"



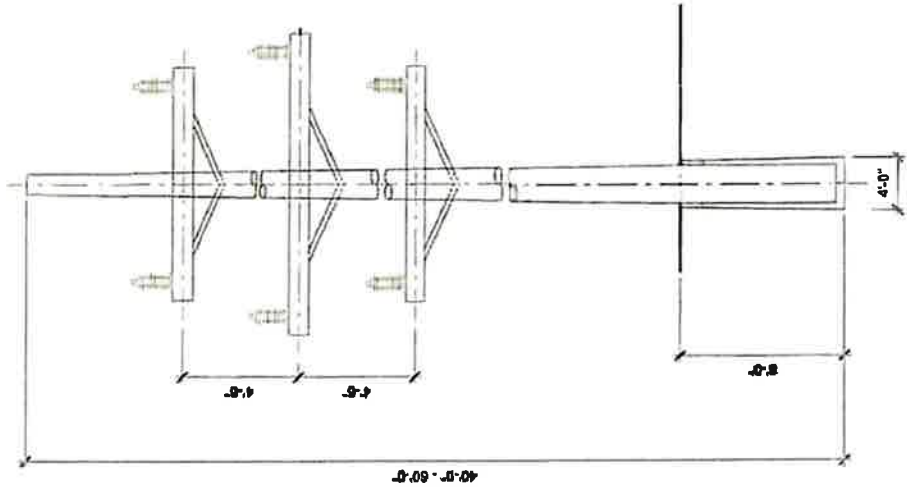


**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

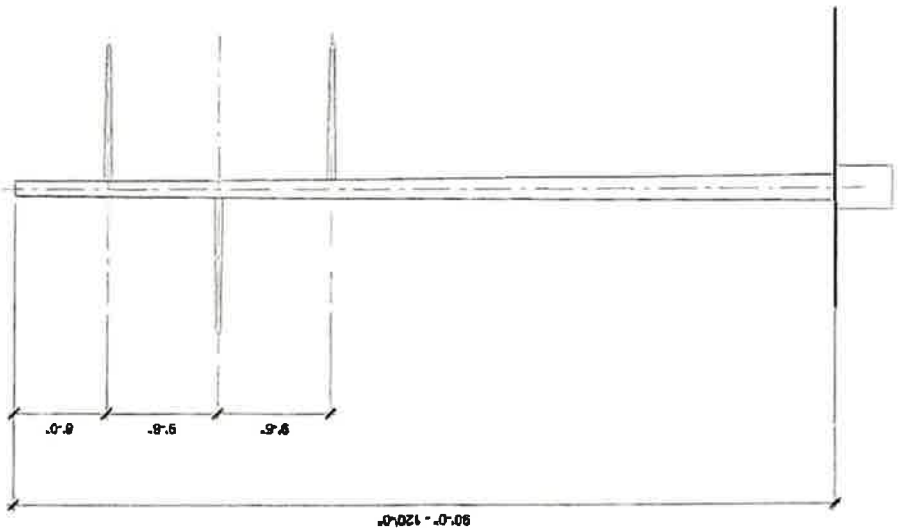
1 SUBSTATION and CONTROL BUILDING
 Scale: N.T.S.

SECTION A-A

PRELIMINARY
NOT FOR
CONSTRUCTION



2 66 kV MONOPOLE STRUCTURE, TYP.
 Scale: N.T.S.



1 230 kV MONOPOLE STRUCTURE, TYP.
 Scale: N.T.S.

Attachment D2

Figures 1 and 2 (Full Resolution)

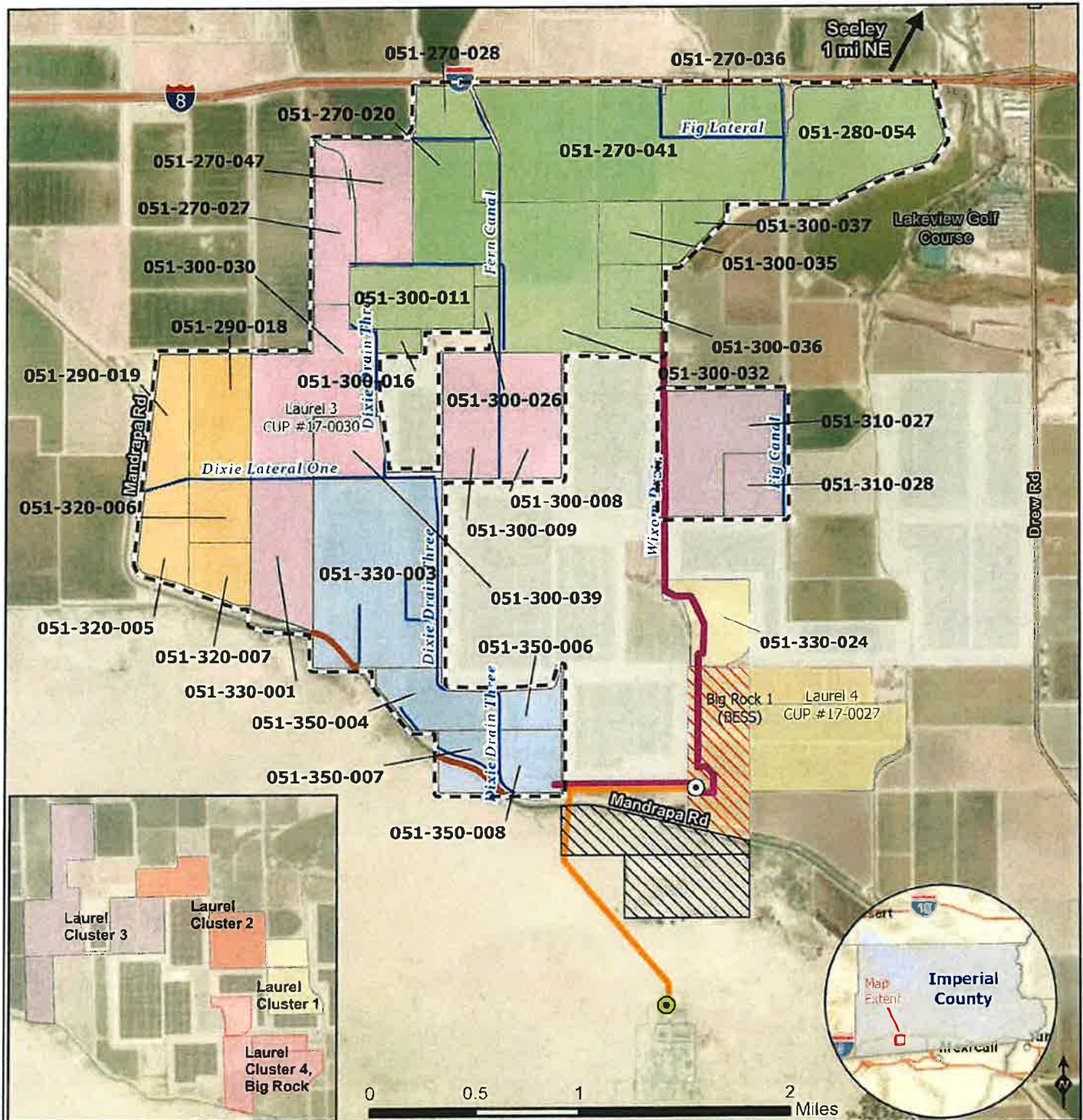


Figure 1
Location Map

Imperial County, CA



- Liebert Switchyard
- Imperial Valley Substation
- Big Rock 2 GenTie Alternatives
- Existing Transmission Line
- Canal Ditch
- Artificial Path (Canal)
- Big Rock 1 BESS Parcel
- Campo Verde Solar Project
- Lands To Be Developed Concurrently
- Big Rock 2 North Cluster (CUP #1); including Laurel 2 North CUP area (to be re-entitled) - 1030ac
- Big Rock 2 South Cluster (CUP #2) - 410ac
- Big Rock 2 East Cluster (CUP #3); was Laurel 2 South CUP area (to be re-entitled) - 160ac
- Big Rock 2 West Cluster (CUP #4) - 249ac
- Consolidated Edison Development Westside Canal Battery Storage Project
- Laurel 3 Cluster CUP #17-0030 (with 10-year DA) - 587ac
- Laurel 4 Cluster CUP #17-0027 (under 10-year DA)

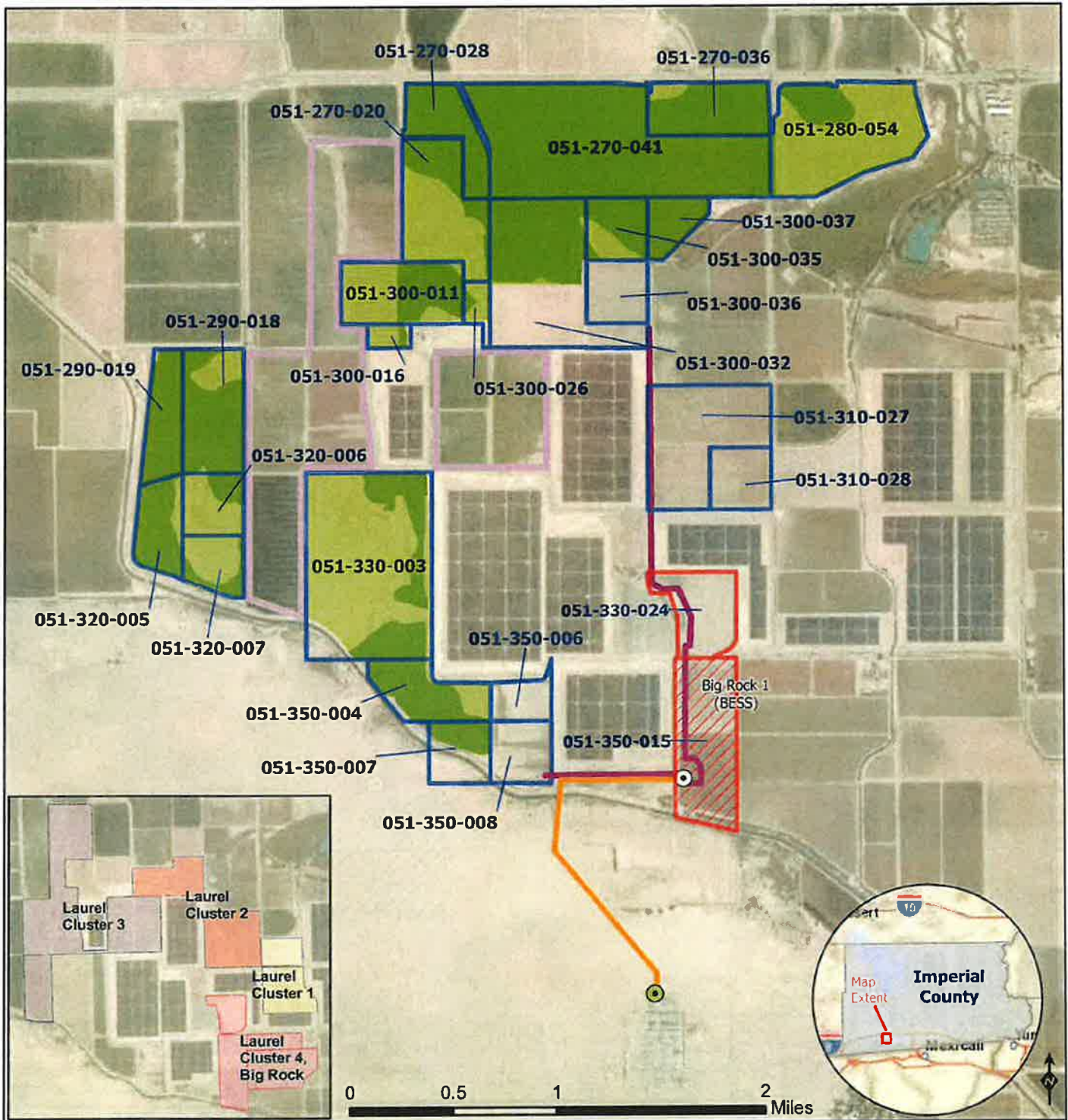


Figure 2
Farmland Designations

Imperial County, CA



- ⊙ Liebert Switchyard
- ⊙ Imperial Valley Substation
- Big Rock 2 GenTie Alternatives
- Existing Transmission Line
- Prime Farmland (929 ac)
- Farmland of Statewide Importance (517 ac)
- Big Rock 2 and Laurel 2 Parcels
- Big Rock 1 BESS Parcel

**ATTACHMENT “D”
PROJECT DESCRIPTION**

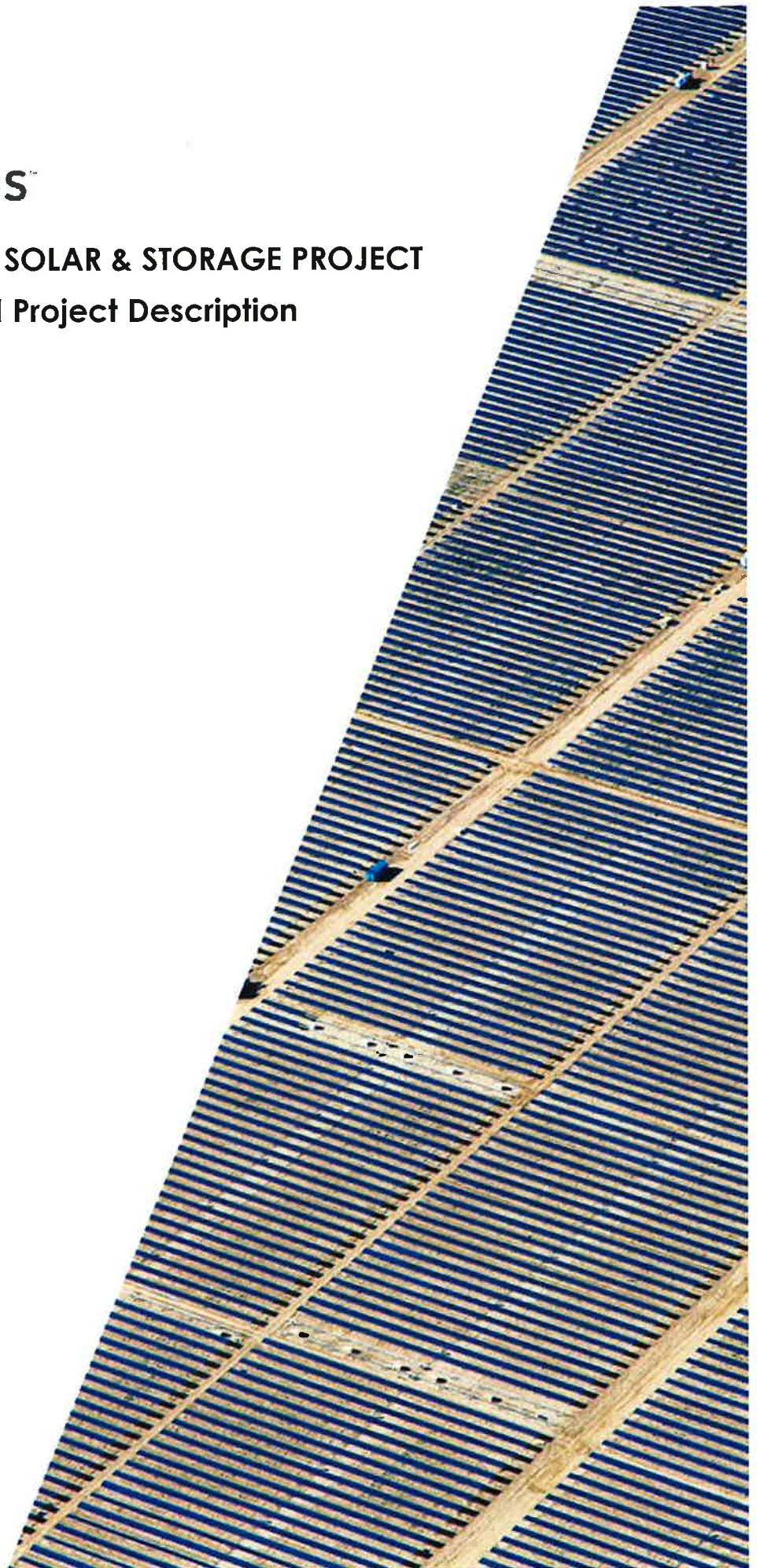


BIG ROCK 2 CLUSTER SOLAR & STORAGE PROJECT

CUP Application and Project Description

19 August 2024

Submitted by:
90FI 8me LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

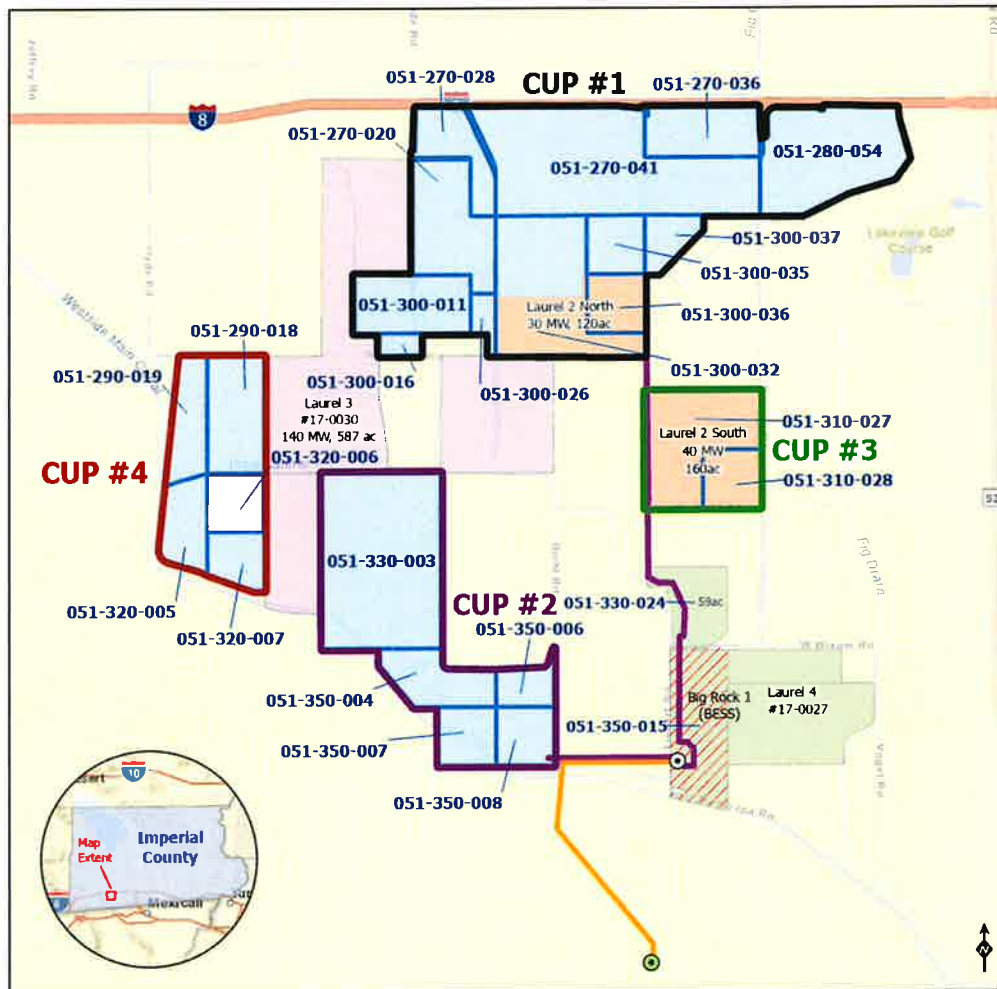


This page left blank intentionally.

Big Rock 2 Cluster Solar and Storage Project

This document contains Supporting Materials for the following Conditional Use Permit Applications Packages:

1. CUP #1: Big Rock 2 Cluster North (1,030 acres)
 - Big Rock 2 Cluster North (910 acres), including;
 - Laurel Cluster 2 North /CUP # 21-0014 (120 acres) *(to be re-entitled)*
2. CUP #2: Big Rock 2 Cluster South (410 acres)
3. CUP #3: Big Rock 2 Cluster East/Laurel Cluster 2 South CUP # 21-0013) (160 acres) *(to be re-entitled)*
4. CUP #4 Big Rock Cluster West (249 acres)



This page left blank intentionally.

TABLE OF CONTENTS

INTRODUCTION	1
Site Information.....	4
PROJECT DESCRIPTION.....	7
Overview.....	7
Project Objectives	7
Project Components	8
PV Module Configuration	8
Collection, Inverter and Transformer Systems.....	11
Battery Energy Storage System	12
Substation(s).....	15
Transmission Line and Interconnection.....	15
Operations and Maintenance (O&M) Building.....	16
Roadway and IID Crossings.....	16
Water Usage	16
Water Storage.....	17
Site Security and Fencing.....	17
Lighting	17
Annual Production.....	17
Electric Service.....	18
Project Construction	18
Construction Activities and Duration	18
Laydown Areas.....	19
Workforce.....	19
Project Operation.....	19
Operational Activities	19
Workforce.....	20
Project Compliance Plans and Best Management Practices	20
Hazardous Materials and Hazardous Waste Management.....	20
Spill Prevention and Containment.....	21
Wastewater/Septic System	21
Solid Waste Management	21
Dust Control.....	21
Pest and Vegetation Management.....	22
Fire Management	22
Health and Safety	22
General Plan Consistency	23
Decommissioning and Reclamation	23
Anticipated Required Project Entitlements.....	24

APPENDICES

Appendix A Site Plan

Appendix B Full Resolution Map Figures

INTRODUCTION

90FI 8me LLC (“the Applicant”) is seeking approval of four (4) Conditional Use Permits (CUPs) associated with the construction and operation of a utility-scale [up to 500-megawatt (MW) in capacity] photovoltaic (“PV”) solar energy generation and Battery Energy Storage System (“BESS”) facility (also up to 500-MW in capacity). The proposed Project, collectively called, the Big Rock 2 Cluster Solar and Storage Project (“Big Rock 2” or the “Project”) contemplates utilizing approximately 1,569 acres of “new lands” that have not previously been entitled, in addition to up to 867 acres of lands that are currently entitled under active CUPs known as Laurel Cluster 3 (587 acres), Laurel Cluster 2 North (120 acres), and Laurel Cluster 2 South (160 acres) totaling 2,436 acres of available land for development (Figure 1).

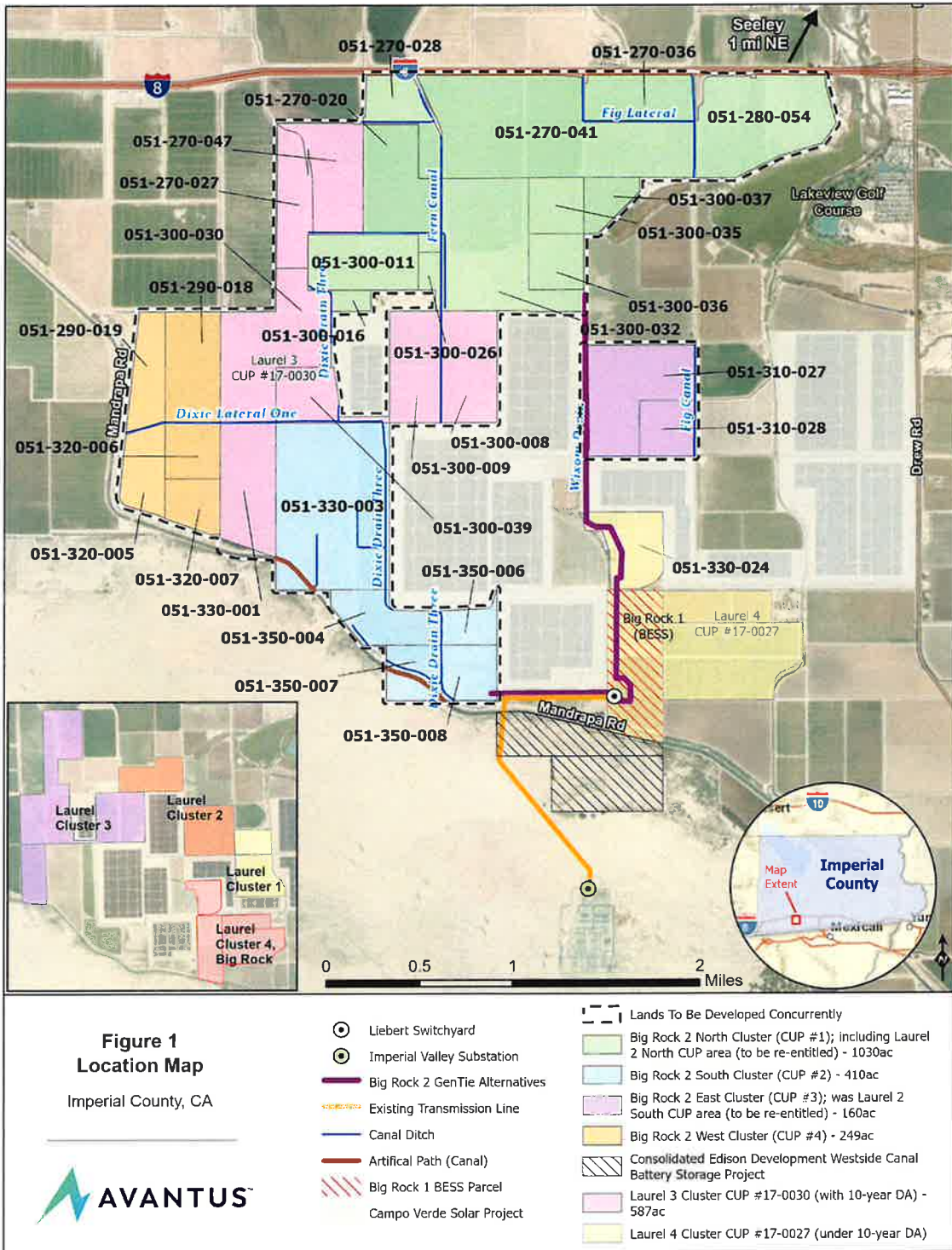
Energy generated by the Project would be collected using up to 66 kilovolt (“kV”) collector lines which could run overhead and/or underground to a dedicated Project substation. A 230-kV overhead generation intertie (gen-tie) transmission line is anticipated to link the Project substation to the Liebert Switchyard (pending construction), which will then be connected via an overhead 230-kV gen-tie line to the existing San Diego Gas and Electric (SDG&E) Imperial Valley Substation (Figure 1). It is anticipated that all BESS facilities associated with the Project will be developed concurrently with PV componentry and situated in proximity to Project sub-station(s); however, the CUP areas may cooperate if necessary to meet energy production and Project needs, by allowing one CUP area to utilize “BESS” credits of another. Likewise, the Project may share facilities such as Operations & Maintenance (O&M) facilities, transmission-related facilities, Project sub-station(s), and/or other appurtenances.

The Applicant intends to secure CUPs from Imperial County as the lead agency, along with permits and approvals from other relevant agencies as required by law. Laurel Cluster 3 CUP (#17-0030) is associated with a 10-year Development Agreement (DA) (Document Number 2023012228). However, Laurel Cluster 2 CUPs may expire prior to this approval, therefore, those areas have been integrated into this request, upon approval, Imperial County would void CUPs #21-0014 and #21-0013. Table 1 provides a breakdown of Project areas and acreage availability.

Table 1: Total Project Area and Land Availability

	Acres Available	CUP #
Big Rock 2 Cluster North, including Laurel Cluster 2 North (120 acres) parcels under CUP # 21-0014 (expires Dec. 2024)	1,030	CUP Request #1 (partial re-entitlement)
Big Rock 2 Cluster South	410	CUP Request #2
Big Rock 2 Cluster East/Laurel Cluster 2 South parcels under CUP #21-0013 (expires Dec. 2024)	160	CUP Request #3 (re-entitlement)
Big Rock 2 Cluster West	249	CUP Request #4
<i>Laurel Cluster 3 CUP #17-0030</i>	<i>587</i>	<i>NA (under 10-year DA)</i>

Figure 1: Project Location Map



Site Information

Site Characteristics

The proposed Project site is located in unincorporated Imperial County, south of Interstate 8, approximately one mile southwest of the town of Seeley, California, and approximately six miles north of the United States International Border with Mexico (Figure 1).

The topography of the Project area is relatively flat, consisting primarily of fields and unpaved roads, and all the Project parcels have been extensively cleared, plowed, and maintained for agricultural production. Due to the extensive irrigated farming history within the Project area, as well as locally high-water table, many irrigation canals and drains occur within proximity of the Project. These include a segment of the New River adjacent to the northeast corner of the Project, and the Imperial Irrigation District (IID) Westside Main Canal which is located along the west and southern edges of the Project area. In addition, multiple named irrigation canals and drains are located adjacent to the unimproved roadways in the Project area, including Fern Canal and Sidemain, Foxglove Canal, Wixom and Fig Drains, and Dixie Drains Two, Three, Three A and Three B.

Parcels, Zoning, and Acreage(s)

Table 2: Big Rock 2 Cluster North (New CUP Request #1)

	APN	Zoning	Acres
1	051-270-020	A-2-R	101.8
2	051-270-028	A-2	52.3
3	051-270-036	A-2	67.4
4	051-270-041	A-2-R	279.0
5	051-280-054	A-2	149.5
6	051-300-011	A-2	79.6
7	051-300-016	A-2	10.8
8	051-300-026	A-2	13.4
9	051-300-035	A-3	40.3
10	051-300-037	A-3	28.9
11	051-300-032 (northern portion)	A-2	85.5
	Sub-total		910
	Laurel 2 North CUP #21-0014 (Expires December 2024)		
12	051-300-032 (southern portion) (to be re-entitled)	A-2-RE	80
13	051-300-036 (to be re-entitled)	A-3-RE	40.3
	Sub-total		120
	TOTAL ACRES		1,030

Table 3: Big Rock 2 Cluster South (New CUP Request #2)

	APN	Zoning	Acres
1	051-330-003	A-3	246.5
2	051-350-004	A-3	57.4

	APN	Zoning	Acres
3	051-350-006	A-3	26.3
4	051-350-007	A-3	40.0
5	051-350-008	A-3	40.0
	TOTAL ACRES		410

Table 4: Big Rock Cluster 2 East (to be re-entitled) (New CUP Request #3)

Laurel Cluster 2 South CUP #21-0013 (Expires December 2024)			
1	051-310-027	A-2-R-RE	120.0
2	051-310-028	A-2-R-RE	39.9
	Total		160

Table 5: Big Rock 2 Cluster West (New CUP Request #4)

	APN	Zoning	Acres
1	051-290-018	A-2-R	79.8
2	051-290-019	A-3	48.7
3	051-320-005	A-3	45.0
4	051-320-006	A-3	39.9
5	051-320-007	A-3	35.3
	TOTAL ACRES		249

Site Information

Site Characteristics

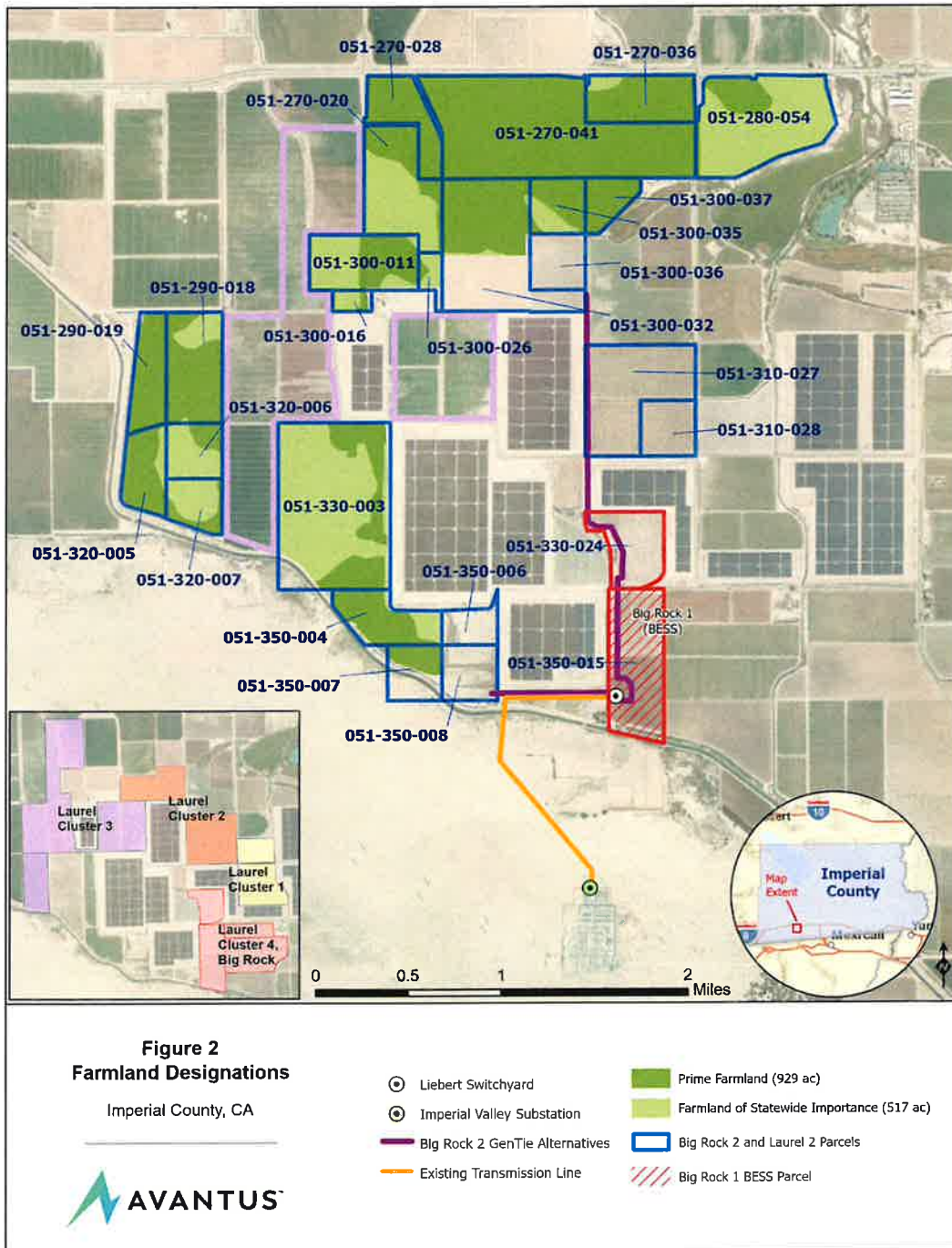
The Project site is located in unincorporated Imperial County, south of Interstate 8, approximately one mile southwest of the town of Seeley, California, and approximately six miles north of the United States International Border with Mexico (Figure 3).

The topography of the Project area is relatively flat, consisting primarily of agricultural fields and unpaved roads, and all the Project parcels have been extensively cleared, plowed, and maintained for agricultural production. Due to the extensive irrigated farming history within the Project area, as well as locally high-water table, many irrigation canals and drains occur within proximity of the Project. These include a segment of the New River adjacent to the northeast corner of the Project, and the IID Westside Main Canal which is located along the west and southern edges of the Project area. In addition, multiple named irrigation canals and drains are located adjacent to the unimproved roadways in the Project area, including Fern Canal and Sideman, Foxglove Canal, Wixom and Fig Drains, and Dixie Drains Two, Three, Three A and Three B.

The entire Project area is designated Agricultural in the Imperial County General Plan. Current land use of the Project parcels includes cropland, dryland grain crops, irrigated grain and hayfields, row crops, orchards, and pastureland.

Figure 2 also illustrates Prime Farmland and Farmland of Statewide Importance; however, the Project does not include agricultural lands designated under the “Williamson Act”.

Figure 2: Farmland Designations



Adjacent Lands

Existing Land Use

The Project is adjacent and proximal to both Agricultural and Agricultural/Rural lands that have been rezoned for renewable energy (RE), specifically for PV solar and BESS projects that have been approved by Imperial County.

Nearby land uses are predominantly agricultural and/or renewable energy generation, but also include commercial, transportation, military, and electric utility uses. Commercial land uses include the Rio Bend Golf Course (*and associated Specific Plan Area*) to the east of the Project. The Interstate 8 and Union Pacific Railroad transportation corridors are located to the north of the Project. To the south of the Project, utility land uses include the SDG&E Imperial Valley Substation, as well as additional agricultural lands that have been designated for PV solar, and BESS renewable energy projects.

Operational Renewable Energy Facilities

Campo Verde Solar, owned by Southern Power, became operational in September 2013 and is located on multiple APNs that are adjacent to the proposed Project (Figure 1).

Renewable Energy Facilities Pending Entitlement

The Consolidated Edison Development Westside Canal Battery Storage Project is a utility-scale energy storage development approved by Imperial County and is located on two APNs adjacent to the southernmost parcels of the proposed Big Rock 2 Project (Figure 1).

PROJECT DESCRIPTION

Overview

The Applicant proposes to develop, design, and construct a PV solar energy generation and BESS facility comprised of up to 500 megawatt alternating current (MWac) PV solar and up to 500 MWac of BESS. Power generated by the Project would be collected using up to 66-kV collector lines which could run overhead and/or underground to a dedicated Project substation, with a 230-kV overhead generation transmission line or “gen-tie” line linking a Project substation to the IID Liebert Switchyard. The Liebert Switchyard would then be connected to the SDG&E Imperial Valley substation via an overhead 230-kV gen-tie line. The Project contemplates two gen-tie line alternatives as depicted in Figure 1.

The Applicant has considered the following in its selection of the Big Rock 2 PV solar and BESS Project for detailed evaluation:

- Private land availability suitable for renewable energy development
- Compatible Land Use Zoning: Agricultural/Rural Zone(s)
- Proximity to the SDG&E Imperial Valley substation
- Proximity to the applicant’s previously approved PV solar and BESS projects entitled with Imperial County

Project Objectives

The primary objective of 90FI 8me LLC is to develop, design and construct a large-scale solar PV and BESS facility in Imperial County that, when operational, maximizes the production of clean, reliable, and renewable electric power in an economically feasible and commercially financeable manner. The power produced by the Project is expected to be marketed to utility companies, Community Choice Aggregators (CCAs), or other large-scale energy off-takers. Additional Project objectives include:

- Provide renewable energy to the electric grid to meet increasing demand for in-state generation and provide energy storage that can be dispatched to the regional grid during times of greatest energy demand.
- Integrate the proposed Project operating facilities with previously proposed and entitled PV solar and BESS projects in the project vicinity to maximize economies of scale.
- Provide annual revenues consistent with the Public Benefit Program for Solar Power Plants in Imperial County (Amended May 9, 2023, by the Board of Supervisors) that directly supports Agriculture, Community Benefits Funds, and Public Services (e.g., Sheriff, Public Health, Fire Department) within Imperial County.
- Assist the County in continuing the goal in the Energy Element of its General Plan to develop large scale solar energy development as a major energy source in the County.
- Promote economic development and bring regionally defined living-wage jobs to the region throughout the life of the proposed Project.

- Support California’s efforts to reduce greenhouse gas (GHG) emissions consistent with the timeline established in 2006 under California Assembly Bill 32, the Global Warming Solutions Act of 2006, which requires the California Air Resources Board to reduce statewide emissions of greenhouse gases (GHGs) to at least the 1990 emissions level by 2020. This timeline was updated in 2016 under SB 32, which requires that statewide GHG emissions are reduced to at least 40 percent below the statewide GHG emissions limit by 2030.
- Support California’s Renewable Portfolio Standards (RPS) Program consistent with the timeline established by SB 100 (De León, also known as the “California Renewables Portfolio Standard Program: emissions of greenhouse gases”) as approved by the California Legislature and signed by Governor Brown in September 2018, which established a 50 percent RPS goal by December 31, 2026, 60 percent by December 31, 2030, and a goal that 100 percent of electric retail sales to end-use customers be provided by renewable energy and zero-carbon resources by 2045.
- Utilize historically farmed lands that could otherwise be fallowed due to current and future water shortages, thereby providing local farmers and/or agricultural landowners in Imperial County an alternative to the economic losses associated with limiting their agricultural production.

Project Components

PV Module Configuration

The Project would use PV panels or modules¹ on mounting frameworks to convert sunlight directly into electricity. Individual panels would be installed on either fixed-tilt or tracker mount systems (single- or dual-axis, using galvanized steel or aluminum). If the panels are configured for fixed tilt, they would be oriented toward the south. For tracking configurations, the panels would rotate to follow the sun over the course of the day. Although the panels could stand up to 15 feet in height (H), depending on the mounting system used, panels are expected to remain between six (6) and eight (8) feet in height.

¹ Including but not limited to bi-facial or concentrated photovoltaic (CPV) technology.



Typical fixed-tilt solar panel rows



Typical single axis tracking solar panels



Typical dual axis tracking solar panels

The solar panel array would be arranged in groups called blocks, with inverter stations generally located centrally within the blocks. Blocks would produce direct electrical current (“DC”), which is converted to alternating current (“AC”) at the inverter stations.

Each PV module would be placed on a fixed-tilt or tracker mounting structure. The foundations for the mounting structures can extend up to 10 feet below ground, depending on the structure, soil conditions, and wind loads, and may be encased in concrete or use small concrete footings. A light-colored ground cover or palliative may be used to increase electricity production. Final solar panel layout and spacing would be optimized for the Project area characteristics and the desired energy production profile.



Typical fixed-tilt mounting structure



Typical dual axis mounting structure

Collection, Inverter and Transformer Systems

DC energy is delivered from the PV panels via cable to inverter stations, generally located near the center of each block. Inverter stations convert the DC energy to AC energy which can be dispatched to the transmission system. PV Inverter stations are typically comprised of one or more inverter modules with a rated power of up to 5-MW each, a unit transformer, and voltage switch gear. BESS units for the Project would be connected to bidirectional inverter stations, high-level control system(s), transformers, and ultimately the Project substation(s) bus bar via a series of overhead or underground electrical collector lines ranging from 66kV to 230kV. Utilizing these Project components, the DC onsite PV panel and battery energy would be converted to AC energy and dispatched to the regional transmission grid, and this process would be reversed to charge the batteries from electrical energy imported from the regional transmission grid for onsite energy storage. PV and BESS inverter stations are typically comprised of one or more inverter modules with a rated power of up to 10 MW each, and a unit transformer, and voltage switchgear. The unit transformer and voltage switch gear are housed in steel enclosures, while the inverter module(s) and control system(s) are housed in cabinets. Depending on the vendor selected for the Project, the inverter stations may be located within an enclosed or canopied metal structure, typically a skid or concrete pad.

Overhead and/or underground collector lines may be bundled together as they approach the substation(s), sharing common poles or trenches. Collector lines would then connect to the Project substation bus bar before being stepped up to 230kV for transmission. Potential collector line routes for the Project are provided in Figure 1; however, not all routes will ultimately be developed. The 66kV collector lines would be connected from the various PV parcels and the BESS system to the step-up project substation. The final location(s) of each component, height, and structure type(s) would be determined before the issuance of building permits for the Project by Imperial County.



Typical inverter stations

Battery Energy Storage System

The Project will include one or more BESS, located at or near the Project substation(s)/switchyard(s), the inverter stations, or elsewhere onsite. BESS' consist of modular and scalable battery packs and battery control systems that conform to California and U.S. national safety standards. The BESS modules, which could include commercially available lithium or flow batteries, and typically consist of ISO standard all-weather containers (approximately 40'L x 8'W x 8'H) housed in pad- or post-mounted, stackable metal structures, but may also be housed in a dedicated building(s) in compliance with applicable regulations. The maximum height of a dedicated structure is not expected to exceed 25 feet. The actual dimensions and number of energy storage modules and structures vary depending on the application, supplier, and configuration chosen, as well as on off taker/power purchase agreement requirements for the Project.

The BESS would be in unmanned, remotely controlled containers that would be periodically inspected by Project personnel for maintenance purposes. The BESS would be designed to conform with Imperial County and national BESS fire standard NFPA 855 and/or other applicable national standards. The BESS would have all required UL9540A reports (or equivalent) and would be certified to UL9540 (or equivalent), if required. BESS' require additional components to be fully operational, and that allow the batteries to be connected to the regional transmission grid as discussed below.

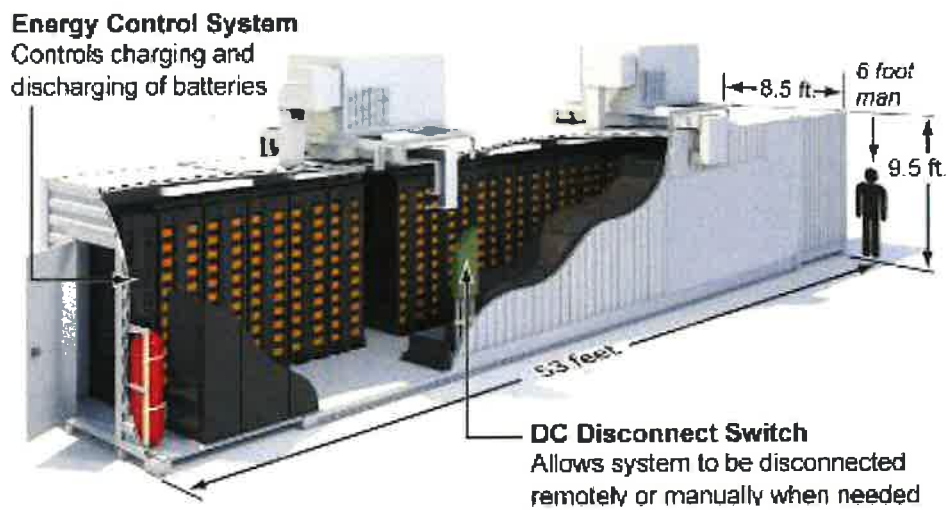


BESS Installed in Dedicated Structure





Modular BESS Installed on Multiple Concrete Pads



Typical BESS module configuration



Typical BESS

Substation(s)

The proposed Project would have its own dedicated substation equipment located within the Project footprint. Dedicated equipment may incorporate several components, including high-voltage and auxiliary power transformers, distribution cabinets, revenue metering systems, a microwave transmission tower, voltage switch gear, transmission poles and racking, and bus bar(s) of various voltages for interconnection(s). The substation may also include telecommunications facilities, fiber optic communication cables, equipment, and associated structures for diverse path routing of communications. Substations typically occupy an area of up to approximately five (5) acres and are secured separately by a chain-link fence.

Dedicated Project substations typically include a small control building (approximately 500 square feet) standing approximately ten (10) feet tall. The building is either prefabricated concrete or steel housing with rooms for the voltage switch gear and the metering equipment, a room for the station supply transformer, and a separate control technology room in which the main computer, the intrusion detection system, and the main distribution equipment are housed. Components of this building (e.g., control technology room and intrusion detection system) may instead be located at an O&M building described later in this Project Description.



Typical Substation

Transmission Line and Interconnection

The Project 230kV step-up substation would connect to the 230kV Liebert Switchyard/Substation via one of the proposed gen-tie line alternatives (Figure 1). Big Rock 2 will transmit electricity to IID via the Liebert Switchyard/Substation, currently under construction in the Big Rock 1 Project; therefore, a new IID switchyard/substation will not be required, and thus obviating the need for any real estate conveyance to IID specific to Big Rock 2. The Liebert Switchyard will have a direct connection to the existing SDG&E Imperial Valley Substation via an existing overhead 230kV gen-tie line. Overhead transmission conductors may be mounted on tubular steel poles up to 200 feet in height and would include associated insulator and hardware assemblies, the appropriate number of spans of conductor and optical ground wiring, and dead-

end structures at both the Project substation and the Liebert Switchyard. Portions (or all) of the gen-tie line may be undergrounded as necessary. The structure type(s), height, and final location(s) of each component would be determined before the issuance of building permits by Imperial County.

Alternative gen-tie routing(s) is depicted in Figure 1 and may utilize currently entitled lands and/or private easements; however, additional alternate routing may include gen-tie line(s) directly to the Imperial Valley substation, utilizing additional/other private and/or Bureau of Land Management (BLM) lands.

Operations and Maintenance (O&M) Building

The Project may include an O&M building of approximately 40' x 80' in size, with associated onsite parking. The O&M building would be steel framed, with metal siding and roof panels. The O&M building may include the following:

- Office
- Repair building/parts storage
- Control room
- Restroom
- Septic tank and leach field
- Water supply
- Heating, ventilation, and air conditioning (HVAC)

Roads, driveways, and parking lot entrances would be constructed in accordance with Imperial County standards. Parking spaces and walkways would be constructed in conformance with all California Accessibility Regulations. Any unused O&M areas onsite may be covered by solar panels. The structure type(s), height, and final location(s) of each component would be determined before the issuance of building permits by Imperial County.

Roadway and IID Crossings

The Project may require the following crossing types of IID canals and/or drains and unimproved Imperial County roads: overhead electric, underground electric, vehicular crossings. The exact locations of the crossings are not known at this time but are not anticipated to interfere with the purpose or continued use of these facilities. For instance, where a drain flows, the Project crossing or access point would still allow the drain to flow. As required by IID, the Project may be required to make minor improvements to on-site drains. IID requires solar projects to improve existing drain outflow pipes. This typically involves installation of new drain outflow pipes to reduce erosion within the drains. Exact locations and dimensions of any required IID facility and/or County roadway crossings would be determined prior to issuance of building permits by Imperial County.

Water Usage

Water demand for panel washing and O&M domestic use is not expected to exceed 100 acre-feet per year. Water usage during construction, primarily for dust-suppression purposes, is not expected to exceed 700 acre-feet in total. Decommissioning of the Project at the end of its anticipated useful lifespan may require approximately an additional 700 acre-feet. Water would be obtained from the landowner's water supply, local irrigation district, or delivered via truck

from off-area source(s). A small water treatment system may be installed onsite near or within the O&M building to provide deionized water for panel washing.

Water Storage

One or more above-ground water storage tanks with a total capacity of up to 100,000 gallons may be placed near the O&M building. The storage tank(s) near the O&M building would have the appropriate fire department connections to be used for fire suppression. These storage tanks could be up to 30-feet in height.

Site Security and Fencing

The Project area would be enclosed within a chain link fence measuring seven (7) to ten (10) feet in height from finished grade. An intrusion alarm system comprised of sensor cables integrated into the perimeter fence, intrusion detection cabinets placed approximately every 1,500 feet along the perimeter fence, and an intrusions control unit, located either in the substation control room or at the O&M building, or similar technology, may be installed. Additionally, the Project may include additional security measures including, but not limited to, low voltage fencing with warning reflective signage, controlled access points, security camera systems, and security guard vehicle patrols to deter trespassing and/or unauthorized activities that could interfere with operation of the Project.

Controlled access gates would be maintained at the main entrances to the Project. Project area access would be provided to offsite emergency response teams that respond in an after-hours emergency. Enclosure gates would be manually operated with a code or key provided in an identified key box location.

Lighting

Outdoor lighting for the Project would be the minimum required for safety and will be directed away from public rights-of-way and adjacent private property. All outdoor lighting used onsite would be of the lowest intensity necessary to provide suitable light for site security and safe ingress and egress, in compliance with any applicable regulations, measured at the property line after dark. Outdoor lighting is anticipated to be necessary for the access gates, substation(s), O&M building, control room, and inverters to allow for safe access and emergency maintenance. Site lighting may also include motion sensor lights installed within the solar fields in proximity to the inverters for security purposes.

Annual Production

The Project PV solar will have a nominal output capacity of up to 500 (AC), generating sufficient electricity to power approximately 130,000 homes. The Project would generate electrical power during daylight hours. Peak electricity demand in California corresponds with air conditioning use on summer afternoons when ambient temperatures are high. The Project's peak generating capacity corresponds to this time period. There is no generating capacity between sunset and sunrise due to the lack of solar energy, though power may be released from the 500 MW BESS at any time of day.

Electric Service

Commercial operational low voltage electric service may be obtained from IID for the Projects' O&M building(s) and auxiliary loads. Temporary electric service is typically obtained for primary construction logistical areas. Generator power may be utilized for temporary portable construction trailer(s) during Project construction and/or decommissioning.

Project Construction

Construction Activities and Duration

The construction period for the Project is approximately 18 to 24 months.

Construction would include the following activities:

- Site preparation
- Access and internal circulation roads
- Grading and earthwork
- Concrete foundations
- Structural steel work
- Panel installation
- Electrical/instrumentation work
- Collector line installation
- Battery unit installation
- Stormwater management facilities
- Gen-tie line poles and conductor stringing

Roadways would only be temporarily affected, and only during the Project's construction period. Construction traffic could access the Project site from the north or south via Derrick Road, Jessip Road, Westside Road, and Hyde Road, and from the east via Diel Road and Wixom Road (or other nearby local roads). An additional access alternative includes entrance to the Project site from Interstate 8 (I-8) to Dunaway Road, to West Evan Hewes Highway, to Westside Road. Large trucks would likely utilize I-8 and S29 (Drew Road) for materials deliveries. It is anticipated that traffic would entirely avoid the town of Seely.

Noise generated during construction activities would comply with the Imperial County noise ordinances (Title 9 Land Use Code, Division 7). Heavy construction is expected to occur between 6:00 am and 5:00 pm, Monday through Saturday. Additional hours may be necessary to make up schedule deficiencies or to complete critical construction activities. Some activities may continue 24 hours per day, seven days per week. Low level noise activities may potentially occur between the hours of 10:00 pm and 7:00 am. Nighttime activities could potentially include, but are not limited to, refueling equipment, concrete pours, staging material for the following day's construction activities, quality assurance/control, and commissioning.

Materials and supplies would be delivered to the Project Area by truck. Truck deliveries would normally and primarily occur during daylight hours. However, there would be occasional offloading and/or transporting to the Project on weekends and during evening hours.

Earthmoving activities are expected to be limited to the construction of the access roads, O&M building, substation, water storage tank(s), solar panel foundation supports, BESS(s), transmission poles and conductor stringing, and any storm water protection or storage (detention) facilities. The Project is not anticipated to pave, remove, or significantly alter existing agricultural soil(s). Rather, solar panels would be installed atop the flat lots, leaving the farming soil relatively undisturbed and available for crop cultivation at the end of the Project's life. Final grading may include revegetation with low lying grass or applying earth-binding materials to disturbed areas to control dust and increase the reflectivity of the ground surface.

Site preparation would be planned and designed to minimize the amount of earth movement required for the Project, to the extent feasible. The hydrology design would be given priority to protect the Project's facility components, as well as adjacent IID canals/drains and County roads, from erosion during large storm events. The existing on-site drainage patterns would be maintained to the greatest extent feasible. Compaction of the soil to support the building and traffic loads as well as the PV module and BESS supports may be required and is dependent on final geotechnical investigations and engineering designs. These final engineering designs would be reviewed by IID and the County prior to Imperial County issuing building permits.

Laydown Areas

At full build-out, most of the Project footprint would be disturbed by construction of the Project. Therefore, temporary construction lay down and materials staging areas, construction trailer locations, and construction parking areas will all be provided within the Project disturbance footprint. Due to the large scale of the Project, the lay down areas may be relocated periodically within the solar field acreage as the project is built out.

Workforce

It is estimated that up to 500 workers per day (during peak construction periods) would be required to construct the Project.

Project Operation

Operational Activities

The PV solar and BESS facility would operate seven days a week, 24 hours a day. Maintenance activities may occur seven days a week, 24 hours a day to ensure PV panel output when solar energy is available, while the BESS could dispatch energy at any time during the day or night.

Once constructed, maintenance of the PV solar and BESS facility would generally be limited to the following:

- Cleaning of PV panels
- Monitoring PV panel and BESS electricity generation
- Providing site security
- Maintenance of stormwater facilities
- Maintenance of PV solar and BESS facilities including replacing or repairing inverters, wiring, or electrical components, and maintaining, repairing, or replacing substation components.

Workforce

It is expected that the Project would require an operational staff of up to 15 full-time employees. It is possible that the proposed Project could share O&M, substation, and/or transmission facilities with other adjacent PV solar and BESS projects that have been approved and entitled by Imperial County, or with any future proposed renewable energy projects nearby. In such a scenario, the projects would share personnel, thereby potentially reducing the project's on-site staff.

Project Compliance Plans and Best Management Practices

The following sections describe standard Project feature compliance plans and best management practices that would be applied during construction and/or long-term operation of the Project, as applicable, to maintain human health and safety, ensure local, state, and federal regulatory compliance, and to avoid or minimize unplanned environmental impacts resulting from construction and/or operation of the Project.

Hazardous Materials and Hazardous Waste Management

The Project would utilize and store materials onsite that have been defined as hazardous under Title 40 of the Code of Federal regulations (CFR) Part 261, require a Material Safety Data Sheet (MSDS) per the California Labor Code Section 6360, is a listed substance in Section 339 of Title 8 of the California Code of Regulations (CCR), or is defined as hazardous waste per Chapter 6.5 of the California Health and Safety Code.

The following hazardous materials are expected to be used during the construction, operation, and long-term maintenance of the Project:

- Insulating mineral oil for electrical transformers and other electrical equipment
- Lubricating oil for maintenance vehicles
- Various solvents and detergents for cleaning equipment
- Gasoline for maintenance vehicles
- Lithium-ion batteries for storage of electrical energy

Note that additional materials may be used for the project, as required. All hazardous materials would be transported, managed, used, handled, and stored on the Project site during construction and operations. Hazardous waste would be inventoried, stored, transported, and disposed of in accordance with all applicable local, state, and federal regulations at the end of construction or as required during Project operation. Most hazardous materials would be maintained at the Project site in quantities below the threshold requiring a Hazardous Material Business Plan (HMBP) per California Environmental Protection Agency (CalEPA): 55-gallons of a liquid, 200 cubic feet of a gas, and 500 pounds of a solid.

The Project anticipates preparing and implementing a HMBP for the lithium-ion batteries within the BESS, as well as any other hazardous materials that may be stored on the Project site at or above the state-defined thresholds. Chemical storage tanks (if any) would also be designed and installed to meet applicable local and state regulations. Any wastes classified as hazardous such as solvents, degreasing agents, concrete curing compounds, paints, adhesives, chemicals, or

chemical containers would be stored in an approved storage facility/shed/structure onsite and disposed of as required by local, state, and federal regulations, as outlined in the HMBP.

Spill Prevention and Containment

Spill prevention and containment for construction and operation of the Project would adhere to the Environmental Protection Agency's (EPAs) Rule on Spill Prevention Control and Countermeasures (SPCC), which helps facilities prevent oil spills into navigable waters of the U.S. Although aboveground stored quantities of diesel fuel, gasoline, lubricating or hydraulic oils are not expected to exceed EPA storage thresholds during construction, the quantity of insulating mineral oil required for operation of the Project substation transformers may reach EPA thresholds. SPCC plans would be developed for both Project construction and operations to ensure compliance with the EPA SPCC Rule, and ensure that appropriate spill prevention, control and countermeasures are developed to ensure that potential spills would not discharge into the New River or other navigable waters of the U.S. (e.g., IID canals) located in proximity to the Project.

Wastewater/Septic System

A standard onsite septic tank and leach field may be installed and used at the O&M building to dispose of small daily volumes of sanitary wastewater generated by the Projects' operational personnel. The septic system would be designed to meet operation and maintenance guidelines required by Imperial County.

Solid Waste Management

Inert solid wastes resulting from Project construction activities may include recyclable items such as paper, cardboard, solid concrete and block, metals, wire, glass, type 1 through 4 plastics, wood, and lubricating oils. Non-recyclable items may include insulation, drywall, other plastics, food waste, vinyl flooring and base, carpeting, paint containers, packing materials, and other construction wastes. To ensure that these wastes are recycled and disposed of properly, the applicant will prepare a Construction Waste Management Plan for review by the County prior to issuance of building permits. Consistent with Imperial County Public Health Department solid waste regulations and the California Green Building Code, the Plan would provide for diversion of a minimum of 50 percent of construction waste from landfill. Project operations are not anticipated to generate significant amounts of any inert solid wastes, recyclable or otherwise, and therefore are not expected to require a management plan.

Dust Control

Fugitive dust generated during Project construction would be controlled by utilizing Best Available Control Measures for Fugitive Dust (PM10) (e.g., watering, soil binders or tackifiers, wind screens, signage, speed restrictions, etc.) required by Imperial County Air Pollution Control District (ICAPCD) Rule 801, or California Air Resources Board (CARB) Rule 403. The applicant would prepare a Project Dust Control Plan (DCP) for review by Imperial County prior to issuance of building permits. The DCP would specify appropriate control measures to implement during both active construction and while construction on the Project site is inactive and outline appropriate control measures for both disturbed onsite Project areas, as well as any offsite unimproved or unpaved roads utilized for the Project construction access. During long-term

project operations, fugitive dust control is not anticipated to be required for the Project to comply with ICAPCD or CARB Fugitive Dust Rules.

Pest and Vegetation Management

Non-native invasive plants and other pests that establish within the Project area would be controlled during Project construction and operations, consistent with the Imperial County office of the Agricultural Commissioner requirements for solar projects. The Applicant would prepare a Pest Management Plan for submission to the Imperial County Agricultural Commission. Long-term implementation of the Plan would include routine pest monitoring of the Project area, use of physical, mechanical, or chemical controls as necessary to manage pests, maintenance of proper records documenting monitoring and pest management controls, and regular reporting to the Agricultural Commission as required.

Fire Management

The Project is located within the jurisdiction of Imperial County Fire Department. The Applicant will prepare a Fire Management Plan in accordance with Fire Department requirements for Project construction activities as well as long-term operations, including establishing appropriate emergency access to the Project site for first responders, and identifying Project-specific onsite fire protection or suppression systems that comply with Imperial County requirements.

The Project will incorporate many fire safety features to be described in detail in the Fire Management Plan, including access gates and service roads along the perimeter of the Project designed to meet or exceed fire code specifications (e.g., road width, turnarounds, etc.), PV modules and ancillary equipment constructed of fire-resistant materials, non-flammable ground cover and perimeter barriers (as required) around electrical equipment, and both portable and fixed fire suppression systems. Portable fire extinguishers would be provided at various locations throughout the Project site, while fixed fire suppressions systems would be employed throughout the Project based on equipment manufacturer specifications and coordination with the Fire Department. These may include onsite water tank(s), built-in thermal, chemical and/or mechanical monitoring systems, and built-in fire suppression systems. The Plan will also describe best practices including vegetation management and landscape maintenance to help maintain fire-safe operating facilities. Access to nearby properties would not be hindered or restricted by any aspect of the Project Fire Management Plan.

Health and Safety

Health and safety precautions and best practices consistent with local, state, and federal regulations would be identified and implemented to ensure the safety for all personnel during Project construction and long-term operations. These administrative procedures and controls for Project construction and operational personnel will be supplemented with emergency response plans.

Administrative controls would include classroom and hands-on training in safe procedures for personnel operating and maintaining PV solar, BESS, and high-voltage electrical facilities, including general safety and implementation of a planned maintenance program. These controls would enhance overall Project safety and reliability when applied with the other physical Project safety system(s) and monitoring features incorporated as part of the Project design.

The Applicant will also prepare a Project-specific Emergency Response Plan (ERP). The ERP would outline the major components of an ERP specific to the Project, and address potential facility emergencies including chemical releases, fires, or personnel injuries, as well as identify appropriate protocols and actions during larger emergencies like earthquakes or regional emergency responses led by the Imperial County Office of Emergency Services. All Project employees would be provided with communication devices (e.g., cell phones and/or walkie-talkies) to ensure the ability to provide aid in the event of an emergency as described in the Plan.

General Plan Consistency

An amendment to the Imperial County General Plan and a zone change are anticipated to be required to implement the proposed Project. The Project parcels are located outside of the Imperial County Renewable Energy (RE) Overlay Zone, but directly adjacent to areas within the RE Overlay Zone. CUP applications proposed for specific RE projects not located in the RE Overlay Zone are not allowed without an amendment to the RE Overlay Zone. Therefore, the applicant is anticipating a General Plan amendment and zone change to include/classify the Project area in its entirety into the RE Overlay Zone.

Decommissioning and Reclamation

PV solar and BESS equipment typically has a lifespan of over 30 years. The proposed Project expects to sell the renewable energy produced by the project under the terms of a long-term Power Purchase Agreement (PPA) with a utility or other power off taker. Upon completion of the PPA term, the project operator may, at its discretion, continue to generate and sell power from the project or decommission and remove the system and its components. Upon decommissioning, the PV solar and BESS facilities could be converted to other uses in accordance with applicable land use regulations in effect at that time.

It is anticipated that during project decommissioning, project structures that would not be needed for subsequent use would be removed from the project site. Above-ground equipment that may be removed would include module posts and support structures, on-site transmission poles that are not shared with third parties and the overhead collection system within the project site, inverters, substation(s), transformers, electrical wiring, equipment on the BESS and inverter pads, and related equipment and concrete pads.

Equipment would be de-energized prior to removal, salvaged (where possible), and shipped off-site to be recycled or disposed of at an appropriately licensed disposal facility. Once the PV solar modules are removed, the racks would be disassembled, and the structures supporting the racks would be removed. Site infrastructure would be removed, including fences, and concrete pads that may support the batteries, inverters, transformers, and related equipment, would also be removed. The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried by standard construction equipment. The fencing and gates would be removed, and all materials would be recycled to the extent practical. Project roads would be restored to their pre-construction function unless they may be used for subsequent land use. The area would be thoroughly cleaned, and all debris removed. Materials would be recycled to the extent feasible, with the remainder disposed of in landfills in compliance with all applicable laws.

The applicant would prepare a Project Reclamation Plan that would be implemented at the end of the Project's useful life, and would be consistent with Imperial County's decommissioning/reclamation requirements, including, but not limited to:

- Description of the proposed decommissioning measures for the facility and for all appurtenances constructed as part of the facility.
- Description of the activities necessary to restore the Project area to its previous condition. Such activities include removing and recycling PV solar and battery equipment, storage equipment, medium voltage collector line, substation, and gen-tie lines. The soils would then be de-compacted and restored to agricultural purposes.
- Presentation of the costs associated with the proposed decommissioning/reclamation measures.
- Discussion of conformance with applicable regulations and with local and regional plans.

In the phased buildout, the phases would be decommissioned/reclaimed independently of one another.

Utility Grid Upgrades

Certain utility grid upgrades will be performed by the utility to support the interconnection of the Big Rock 2 Project. Upgrades will be limited to areas already within the footprint of the utility but are included in this project description to ensure that they are appropriately described under CEQA.

The utility upgrades, known as Network Upgrades, required for Big Rock 2 include Twenty-four (24) 230 kV circuit breaker upgrades at Imperial Valley Substation, a Remote Terminal Unit (RTU) at Imperial Valley Substation, installation of one or more new 230-kV circuit breakers, two or more 230 kV disconnect switches, and associated foundations, structures, and relaying at Imperial Valley Substation.

Anticipated Required Project Entitlements

Imperial County (Lead Agency)

- Consideration and certification of the Final EIR
- Adoption of the Mitigation Measure Monitoring Program (MMMP)
- Approval of the proposed CUP by the County Board of Supervisors
- Approval by the County Board of Supervisors for applicable items as follows:
 - General Plan Amendment to the Renewable Energy Overlay Element (Zone Change(s),
 - Height Variances, and/or

- Development Agreement and/or Voluntary Public Benefit Agreement
- County Grading Permit
- County Building permit(s)
- County encroachment permits, easements and/or licenses, as applicable.

The following ministerial reviews and permit approvals are anticipated to be required for the Project by the Imperial County Department(s) and/or Division(s) shown below:

- Dust Control Plan - Air Pollution Control District
- Rule 310 Exemption (as applicable) - Air Pollution Control District
- Construction Traffic Control Plan - Department of Public Works
- County Road Encroachment Permits - Department of Public Works
- Vacation of Public Easements (as applicable) - Department of Public Works
- Site Plan and Architectural Review - Planning & Development Services
- Occupancy Permits - Planning & Development Services
- Fire Safety Plan - Fire Department and Office of Emergency Management
- Project Access and Fire Water Requirements - Fire Department and Office of Emergency Management
- On-site Water Treatment Permit - Division of Environmental Health, Department of Public Works
- Private Sewage Disposal Permit - Division of Environmental Health
- Project Decommissioning Plan - Planning & Development Services, Department of Public Works
- Pest Management Plan - Agricultural Commissioner's Office

Anticipated Imperial Irrigation District Approvals

Various approvals may be required from IID in conjunction with implementation of the proposed Project. Wherever an IID facility (drain, irrigation canal, electric line, etc.) intersects the Project, an encroachment would occur as the Proposed Project would cross IID facilities with access points and electrical crossings. The Proposed Project may also drain into IID drain facilities. Due to the preliminary nature of the Project and the rapidly changing technology, the exact locations of proposed access and drainage encroachments, and electrical crossings, are not known at this time. The Project encroachments/crossings would not interfere with the purpose of IID's facilities. The following IID approvals, although not discretionary approvals, include, but are not limited to:

- Encroachment Permits/Agreements
- Electrical Crossings
- Water Supply Agreements/Water Card
- Station Service/"Backfeed" Agreement
- Distribution Power/Electric Service Agreement

Other Agency Approvals

- U.S. Army Corps of Engineers (USACE) Clean Water Act (CWA) Section 404 Nation Wide Permit (NWP) (if required)
- California Department of Fish and Wildlife (CDFW) Section 1600 Streambed Alteration Agreement (SAA) (if required)
- Regional Water Quality Control Board Water Quality (RWQCB) Clean Water Act (CWA) 401 Water Quality Certification (WQC) Permit (if required), Waste Discharge Requirements (WDR) Permit, and National Pollution Discharge Elimination System (NPDES) Construction General Permit Coverage (for project construction activities)
- California Department of Transportation (Caltrans) Right-of-Way Encroachment Permits and/or Oversized Loads Permits (as required)

**The preceding discretionary actions/approvals are potentially required and do not necessarily represent a comprehensive list of all possible discretionary permits/approvals required. Other additional permits or approvals from responsible agencies may ultimately be required to implement the proposed Project.*

APPENDIX A: SITE PLAN

APPENDIX B: FULL RESOLUTION MAP FIGURES

Big Rock 2 Solar and Storage Project
Legal Descriptions

Table 1: Big Rock 2 Cluster North (New CUP Request #1)

	APN	Zoning	Acres
1	051-270-020	A-2-R	101.8
2	051-270-028	A-2	52.3
3	051-270-036	A-2	67.4
4	051-270-041	A-2-R	279.0
5	051-280-054	A-2	149.5
6	051-300-011	A-2	79.6
7	051-300-016	A-2	10.8
8	051-300-026	A-2	13.4
9	051-300-035	A-3	40.3
10	051-300-037	A-3	28.9
11	051-300-032 (northern portion)	A-2	85.5
	Sub-total		910
	<i>Laurel Cluster 2 North CUP #21-0014 (Expires Dec. 2024)</i>		
12	051-300-032 (southern portion) (to be re-entitled)	A-2-RE	80
13	051-300-036 (to be re-entitled)	A-3-RE	40.3
	Sub-total		120
	TOTAL ACRES		1,030

Table 2: Big Rock 2 Cluster South (New CUP Request #2)

	APN	Zoning	Acres
1	051-330-003	A-3	246.5
2	051-350-004	A-3	57.4
3	051-350-006	A-3	26.3
4	051-350-007	A-3	40.0
5	051-350-008	A-3	40.0
	TOTAL ACRES		410

Table 3: Laurel 2 Cluster East/ L2N CUP (to be re-entitled) (New CUP Request #3)

	APN	Zoning	Acres
	<i>Laurel Cluster 2 South CUP #21-0013 (Expires Dec. 2024)</i>		
1	051-310-027	A-2-R-RE	120.0
2	051-310-028	A-2-R-RE	39.9
	Total		160

Table 4: Big Rock 2 Cluster West (New CUP Request #4)

	APN	Zoning	Acres
1	051-290-018	A-2-R	79.8
2	051-290-019	A-3	48.7
3	051-320-005	A-3	45.0
4	051-320-006	A-3	39.9
5	051-320-007	A-3	35.3
	TOTAL ACRES		249

Tomlinson

PARCEL A:

THE EAST ONE-HALF OF TRACT 83, LYING WEST OF THE FERN CANAL, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-028

PARCEL B:

THAT PORTION OF TRACT 79, LYING WEST OF THE FERN CANAL, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-028

PARCEL C:

THE SOUTH HALF OF TRACT 81, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN

ACCORDING TO THE UNITED STATES GOVERNMENT PLAT OF RE-SURVEY APPROVED MAY 2, 1913, AND ON FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

APN: 051-300-011

PARCEL D:

GOVERNMENT LOT 13 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO RALPH H. YOUNG AND ROSALYNN M. YOUNG BY GRANT DEED

RECORDED AUGUST 22, 1972, IN BOOK 1333, PAGE 278, OF OFFICIAL RECORDS OF IMPERIAL COUNTY, CALIFORNIA.

APN: 051-300-026

PARCEL E:

GOVERNMENT LOT 8 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT OFFICIAL PLAT OF RE-SURVEY APPROVED MARCH 15, 1909, AND ON FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

APN: 051-300-016

PARCEL F:

THE NORTHEAST QUARTER OF TRACT 81, OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-020

PARCEL G:

TRACT 80, EXCEPT THE NORTH 40 FEET THEREOF, OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-020

PARCEL H:

GOVERNMENT LOTS 11 AND 12 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-020

Preece

That portion of Tract 72, Township 16 South, Range 12 East, S.B.M., in an unincorporated area, County of Imperial, State of California, according to the Official Plat thereof.

Excepting therefrom that portion deeded to the State of California, in deed recorded December 6, 1965 as File No. 2 in Book 1219 page 166 of Official Records.

APN: 051-270-036

Brundy

Parcel I:

Lot 1 of Section 29, Township 16 South, Range 12 East, San Bernardino Base and Meridian, together with that portion of Tract 107, lying within the Southeast quarter of the Southeast quarter of Section 20 and the Northeast quarter of the Northeast quarter of Section 29, all in Township 16 South, Range 12 East, San Bernardino Base and Meridian, in an unincorporated area of the County of Imperial, State of California, according to the official government plat thereof.

APN: 051-290-018-0

Parcel II:

The Northeast quarter of the Southeast quarter of Section 29, Township 16 South, Range 12 East, San Bernardino Base and Meridian, according to the plat of resurvey approved and filed in the District Land Office;

Excepting that portion lying southwesterly of the northeasterly right(s) of way line of Dixie Drain No. 2.

APN: 051-320-007

Parcel III:

The Southeast quarter of the Northeast quarter of Section 29, Township 16 South, Range 12 East, San Bernardino Base and Meridian, according to the plat of resurvey approved and filed in the District Land Office.

APN: 051-320-006

Derrick-Downs

Parcel A:

That part of the Southwest quarter of the Northeast quarter, and of Lot 2 of Section 29, lying North of Foxglove Lateral No. 1, and East of the East right of way line of Dixie No. 2 Drain, and also, all that part of the Northwest quarter of the Northeast quarter of Section 29, lying East of the East right of way line of Dixie No. 2 Drain and within Tract 107, and also the Southwest quarter of the Southeast of Section 20, lying East of the East right of way lines of Dixie No. 2 Drain and wholly within Tract 107, all in Township 16 South, Range 12 East, San Bernardino Base and Meridian, as per map of the Resurvey approved June 14, 1910 and filed in the United States Land Office at Los Angeles, California.

APN: 051-290-019

Parcel B:

That part of the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 29, Township 16 South, Range 12 East, San Bernardino Base and Meridian, according to the United States Government Plat of Resurvey approved June 14, 1910 and on file in the United States Land Office at Los Angeles, California, lying East of the East right of way of Dixie Drain No. 2, South of the Foxglove Lateral Canal No. 1 and West of the County Road as it is now located.

APN: 051-320-005

La Valle Sabbia

PARCEL 1:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 50% OF ALL RIGHTS IN OIL, GAS, STEAM, GEOTHERMAL RESOURCES AND MINERALS LOCATED ON OR UNDER THE PROPERTY, AS RESERVED BY SAM ETCHEGARAY, MARRIED MAN, IN DEED RECORDED OCTOBER 14, 1981 AS FILE NO. 10, IN BOOK 1475, PAGE 1660 OF OFFICIAL RECORDS.

APN: 051-330-003

PARCEL 2:

THOSE PORTIONS OF THE NORTH HALF OF NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., LYING NORTH AND EAST OF THE CENTER LINE OF THE WEST SIDE MAIN CANAL, AND SOUTH OF THE WEST OF THE CENTER LINE OF THE DIXIE DRAIN NO. 3, AS SAID CANAL AND DRAIN WERE LOCATED ON DECEMBER 14, 1954, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORIDNG TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 50% OF ALL RIGHTS IN OIL, GAS, STEAM, GEOTHERMAL RESOURCES AND MINERALS LOCATED ON OR UNDER THE PROPERTY, AS RESERVED BY SAM ETCHEGARY, A MARRIED MAN, IN DEED RECORDED OCTOBER 14, 1981 AS FILE NO. 10, IN BOOK 1475, PAGE 1660 OF OFFICIAL RECORDS.

APN: 051-350-004

PARCEL 3:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED ONE HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY HARVEY P. JONES, PAUL M. JONES AND CONSTANCE L. JONES, IN DEED RECORDED OCTOBER 25, 1955 IN BOOK 922, PAGE 303 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM 50% OF ALL RIGHTS IN OIL, GAS, STEAM, GEOTHERMAL RESOURCES AND MINERALS LOCATED ON OR UNDER THE PROPERTY, AS RESERVED BY SAM ETCHEGARY, A MARRIED MAN, IN DEED RECORDED OCTOBER 14, 1981 AS FILE NO. 10, IN BOOK 1475, PAGE 1660 OF OFFICIAL RECORDS.

APN: 051-350-007

Whitmer

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER 4 OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER PLAT OF THE U.S. GOVERNMENT RE-SURVEY APPROVED MARCH 15, 1909 AND ON FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA, LYING SOUTH OF THE CENTER LINE OF THE DIXIE DRAIN NO. 3-A AS SAID DRAIN WAS LOCATED ON FEBRUARY 20, 1951.

APN: 051-350-006-000

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, ALL IN TOWNSHIP 16 SOUTH, RANGE 12 EAST,

S.B.M., ACCORDING TO THE UNITED STATES GOVERNMENT PLAT OF RE-SURVEY APPROVED MARCH 15, 1909, AND ON FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

APN: 051-350-008-000

Kuhn B

Parcel 1A:

Parcel Tract 57-B, and Lot 2, Section 14, Township 16 South, Range 12 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof, excepting from Lot 2, Section 14 that portion conveyed to the State of California by deed recorded September 23, 1965 in Book 1215, Page(s) 358 of Official Records.

Also excepting that portion of Tract 57B, described as follows:

Beginning at the Southeast corner of said tract;

Thence North 0°06' West, 710.96 feet along the East line of said tract;

Thence South 73°38' West, 656.68 feet to a point;

Thence South 66°45' West, 1,297.5 feet to a point in the South line of said tract;

Thence South 89°53' East along said South line to the Point of Beginning.

Parcel 1B:

That portion of Tract 57-A, Township 16 South, Range 12 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof, designated as Parcel 'B' on License Survey Map on file in Book 10, Page(s) 1 of License Surveys.

Parcel 1C:

That portion of the West 40 acres of the South 80 acres of Tract 71, Township 16 South, Range 12 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof, lying southerly of the southerly line of land granted to the State of California for freeway purposes by deed recorded June 8, 1965 in Book 1208, Page(s) 734 of Official Records.

Parcel 1D:

That portion of the East 40 acres of Tract 71, Township 16 South, Range 12 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof, designated as Parcel 'A' on License Survey Maps on file in Book 10, Page(s) 1, of License Survey Map in the Office of the County Recorder of Imperial County.

APN: 051-280-054-0

Parcel 1A:

That portion of the East half of Tract No. 83, Township 16 South, Range 12 East, S.B. & M., County of Imperial, State of California, according to the official plat thereof, lying East of Fern Canal, as said canal was located on July 30, 1946.

Excepting therefrom, that portion lying within State Route 8, as conveyed to the State of California by Instrument recorded June 18, 1965, in Book 1209, Page 357, of Official Records.

Parcel 1B:

That portion of Tract No. 79, Township 16 South, Range 12 East, S.B. & M., County of Imperial, State of California, according to the official plat thereof, lying East of Fern Canal, as said canal was located on April 29, 1946.

Parcel 1C:

The West half and the West half of the Southeast quarter of Tract No. 78, Township 16 South, Range 12 East, S.B. & M., County of Imperial, State of California, according to the official plat thereof.

Parcel 1D:

The Northeast quarter and the East half of the Southeast quarter of Tract No. 78, Township 16 South, Range 12 East, S.B. & M., County of Imperial, State of California, according to the official plat thereof.

Excepting therefrom, the East 30 feet thereof, conveyed to Imperial County by instrument recorded April 11, 1938, in Book 486, Pages 273 and 274 of Official Records.

Also excepting therefrom, that portion lying within State Route 8, as conveyed to the State of California by Instrument recorded June 18, 1965, in Book 1209, Page 357, of Official Records.

Parcel 1E:

Lot 1 of Section 15 and Lot 1 of Section 22 and Tract No. 56, all in Township 16 South, Range 12 East, S.B. & M., County of Imperial, State of California, according to the official plat thereof.

APN: 051-270-041

Parcel B:

That portion of Section 22, Township 16 South, Range 12 East, S.B.M., in an unincorporated area of the County of Imperial, in the State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of said Section 22; thence S 00 Degrees 01' 38" W a distance of 803.60 feet to the Northwest corner of Lot 4 of Section 22, said corner also being the True Point of Beginning; thence N 89 Degrees 55' 19" E a distance of 2082.69 feet to the Northwest corner of Tract 55; thence S 00 Degrees 00' 33" W. along the West line of Tract 44, a distance of 2643.86 feet to the Southwest corner of Tract 55; thence S 89 Degrees 53' 32" E, along the South line of Tract 44, a distance of 1318.60 feet to the Northeast corner of the West 120 acres of Tract 54, a distance of 523.82 feet to the centerline of the County Road, as it now exists, and was described in the Deed recorded in Book 1134, Page 297 of Official Records of the Imperial County Recorder; thence N 89 Degrees 43' 08" W, along the centerline of the County Road, as it now exists, and as described above, a distance of 1319.67 feet to a point on the West line of Tract 54; thence N 00 Degrees 00' 33" E, along the West line of Tract 54, a distance of 2.54 feet to the Southeast corner of Lot 6 of Section 22; thence N 89 Degrees, 59' 56" W. a distance of 2083.68 feet to the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 22; thence N 00 Degrees 01' 38" E. along the West line of said Section 22, a distance of 3158.27 feet to the Northwest corner of Lot 4 of Section 22, said corner also being the True Point of Beginning.

Also shown as Parcel 3 of that certain Certificate of Compliance PM 2078, recorded September 18, 1992, as Instr. # 19893 of Official Records.

APN: 051-300-032 (North)

Parcel 2:

That portion of Section 22, Township 16 South, Range 12 East, San Bernardino Base and Meridian, in an unincorporated area of the County of Imperial, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of Section 22;

Thence South $00^{\circ}01'38''$ West, a distance of 803.60 feet to the Northwest corner of Lot 4 of Section 22;

Thence North $89^{\circ}55'19''$ East a distance of 2082.69 feet to the Northwest corner of Tract 44; Thence

North $89^{\circ}55'19''$ East a distance of 1317.4 feet to the Southeast corner of Tract 78;

Thence South $89^{\circ}45'57''$ East, along the North line of tract 55, a distance of 1.19 feet to the Northeast corner of the Northwest quarter of Tract 4, said corner also being the True Point of Beginning; Thence South $00^{\circ}00'59''$ West along the East line of the Northwest quarter of Tract 55, a distance of 1325.89 feet; Thence South $89^{\circ}54'25''$ East, along the South line of the Northeast quarter of Tract 55, a distance of 330.00 feet;

Thence North $44^{\circ}56'49''$ East, a distance of 1400.20 feet to a point on the East line of Tract 55;

Thence South $00^{\circ}01'25''$ West, along the East line of Tract 55, a distance of 198.00 feet: Thence North $53^{\circ}20'52''$ East a distance of 658.39 feet;

Thence East a distance of 198.00 feet;

Thence North a distance of 132.00 feet to a point on the North line of Tract 50;

Thence North $89^{\circ}45'57''$ West a distance of 726.00 feet to the Northeast corner of Tract 55; Thence North $89^{\circ}45'57''$ West along the North line of Tract 55; a distance of 1318.94 feet to the Northeast corner of the Northwest quarter of Tract 55, which corner is also the True Point of Beginning.

Also shown as Parcel 4 of that certain Certificate of Compliance PM 2078, recorded September 18, 1992 as Instrument No. 19893 of Official Records.

APN: 051-300-037-000

Parcel 3:

The Northwest quarter of Tract 55 of Section 22, Township 16 South, Range 12 East, San Bernardino Base and Meridian, in an unincorporated area of the County of Imperial, in the State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of said Section 22;

Thence South $00^{\circ}01'38''$ West a distance of 803.60 feet to the Northwest corner of Lot 4 of Section 22;

Thence North $89^{\circ}55'19''$ East a distance of 2082.69 feet to the Northwest corner of Tract 55, said corner also being the True Point of Beginning;

Thence North $89^{\circ}55'19''$ East a distance of 1317.74 feet to the Southeast corner of Tract 78;

Thence South $89^{\circ}45'57''$ East, along the North line of Tract 55, a distance of 1.19 feet to the Northeast corner of the Northwest quarter of Tract 55;

Thence South 00°00'59" West, along the East line of the Northwest quarter of Tract 55, a distance of 1325.86 feet to the Southeast corner of the Northwest quarter of Tract 55;
 Thence North 89°54'25" West, along the South line of the Northwest quarter of Tract 55, a distance of 1318.77 feet to the Southwest corner of the Northwest quarter of Tract 55;
 Thence North 00°, 00'33 East, along the West line of Tract 55, a distance of 1321.93 feet to the Northwest corner of Tract 55, which corner is also the True Point of Beginning.

Also shown as Parcel 1 of that certain Certificate of Compliance PM 2078, recorded September 18, 1992 as Instrument No. 19893

I. Existing Entitlements

a. Big Rock 2 Cluster North /Laurel Cluster 2 North CUP #21-0014 (to be integrated into CUP Request #1)

<i>Laurel Cluster 2 North CUP #21-0014 (Expires Dec. 2024)</i>	Zoning	Acres
051-300-032 (southern portion) <i>(to be re-entitled)</i>	A-2-RE	80
051-300-036 <i>(to be re-entitled)</i>	A-3-RE	40.3
Sub-total		120

Kuhn A

Parcel A:

The Southwest ¼ of Tract 55 of Section 22, Township 16 South, Range 12 East, S.B.M., in an unincorporated area of the County of Imperial, in the State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of said Section 22, thence S 00 Degrees 01' 38" W., a distance of 803.60 feet to the Northwest corner of Lot 4 of Section 22; thence N 89 Degrees 55' 19" E a distance of 2082.69 feet to the Northwest corner of Tract 55; thence S 00 Degrees 00' 33" W. along the West line of Tract 55, a distance of 1321.93 feet to the Northwest corner of the Southwest ¼ of Tract 44, said corner also being the True Point of Beginning; thence S 89 Degrees 54' 25" E. along the North line of the Southwest ¼ Tract 55, a distance of 1318.77 feet to the Northeast corner of the Southwest ¼ of Tract 55; thence S 00 Degrees 00' 59" W. along the East line of the Southwest ¼ of Tract 55; thence N 89 Degrees 53' 32" w/ along the South line of Tract 55, a distance of 1318.60 feet to the Southwest corner of Tract 55; thence N 00 Degrees 00' 33" E. along the West line of Tract 44, a distance of 1321.93 feet to the Northwest corner of the Southwest ¼ of Tract 44, said corner also being the True Point of Beginning. Also shown as Parcel 2 of that certain Certificate of Compliance PM 2078, recorded September 18, 1992, as Instr. # 19893 of Official Records.

APN: 051-300-036

Parcel B:

That portion of Section 22, Township 16 South, Range 12 East, S.B.M., in an unincorporated area of the County of Imperial, in the State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of said Section 22; thence S 00 Degrees 01' 38" W a distance of 803.60 feet to the Northwest corner of Lot 4 of Section 22, said corner also being the True Point of Beginning; thence N 89 Degrees 55' 19" E a distance of 2082.69 feet to the Northwest corner of Tract 55; thence S 00 Degrees 00' 33" W. along the West line of Tract 44, a distance of 2643.86 feet to the Southwest corner of Tract 55; thence S 89 Degrees 53' 32" E, along the South line of Tract 44, a distance of 1318.60 feet to the Northeast corner of the West 120 acres of Tract 54, a distance of 523.82 feet to the centerline of the County Road, as it now exists, and was described in the Deed recorded in Book 1134, Page 297 of Official Records of the Imperial County Recorder; thence N 89 Degrees 43' 0B" W, along the centerline of the County Road, as it now exists, and as described above, a distance of 1319.67 feet to a point on the West line of Tract 54; thence N 00 Degrees 00' 33" E, along the West line of Tract 54, a distance of 2.54 feet to the Southeast corner of Lot 6 of Section 22; thence N 89 Degrees, 59' 56" W. a distance of 2083.68 feet to the Southwest corner of the Northwest ¼ of the Southwest ¼ of said Section 22; thence N 00 Degrees 01' 38" E. along the West line of said Section 22, a distance of 3158.27 feet to the Northwest corner of Lot 4 of Section 22, said corner also being the True Point of Beginning.

Also shown as Parcel 3 of that certain Certificate of Compliance PM 2078, recorded September 18, 1992, as Instr. # 19893 of Official Records.

APN: 051-300-032 (South)

b. Big Rock 2 Cluster East/Laurel Cluster 2 South CUP #21-0013 (New CUP Request #3)

<i>Laurel Cluster 2 South CUP #21-0013 (Expires Dec. 2024)</i>	Zoning	Acres
051-310-027	A-2-R-RE	120.0
051-310-028	A-2-R-RE	39.9
Total		160

Kuhn A

Parcel C:
Tract 53, Township 16 South, Range 12 East, San Bernardino Meridian, County of Imperial, State of California, according to the Official Plat thereof.

Excepting therefrom the North 40 acres thereof.

APN: 051-310-027

Parcel D:

The West half of Tract 45-B, Township 16 South, Range 12 East, San Bernardino Meridian, County of Imperial, State of California, according to the Official Plat thereof.

APN: 051-310-028



10 June 2024

Jim Minnick, Planning Director
C/o Michael Abraham and Diana Robinson
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
Phone: 442-265-1736

RECEIVED

By Imperial County Planning & Development Services at 3:05 pm, Jun 12, 2024

RE: Response Regarding Potential Conveyance to Imperial Irrigation District (IID)

Dear Mr. Minnick,

Thank you for your inquiry regarding any provisions the Big Rock 2 Solar and Storage Project (Big Rock 2 or Project) might need to consider regarding potential real estate conveyance to Imperial Irrigation District (IID) from proposed Project sub-station(s).

Big Rock 2 will transmit electricity to IID via the Liebert Switchyard/Sub-station, currently under construction in the Big Rock 1 Project; therefore, a new IID switchyard/sub-station will not be required, and thus obviating the need for any real estate conveyance to IID specific to Big Rock 2.

Please contact me if you should need any additional information or materials regarding this matter at this time at (303) 588-3855 or at jjackson@avantus.com.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Jackson".

Jennifer Jackson
DIRECTOR, PERMITTING
(303) 588-3855 MOBILE

CHANGE OF ZONE

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (442) 265-1736

- APPLICANT MUST COMPLETE ALL NUMBERED (black & blue) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME Multiple Property Owners. See attached.	EMAIL ADDRESS See attached.	
2. MAILING ADDRESS (Street / P O Box, City, State) See attached.	ZIP CODE See attached.	PHONE NUMBER See attached.
3. ENGINEER'S NAME TBD	CA. LICENSE NO.	EMAIL ADDRESS
4. MAILING ADDRESS (Street / P O Box, City, State)	ZIP CODE	PHONE NUMBER

5. ASSESSOR'S PARCEL NO. Multiple Parcels. See attached.	ZONING (existing) See attached.	ZONING (proposed) See attached.
6. PROPERTY (site) ADDRESS		SIZE OF PROPERTY (in acres or square foot) 1,849 acres. All parcels.
7. GENERAL LOCATION (i.e. city, town, cross street) The proposed Project site is located in unincorporated Imperial County, south of Interstate 8, approximately one mile southwest of the town of Seeley, CA.		
8. LEGAL DESCRIPTION <u>Please see attached.</u>		

8. DESCRIBE CURRENT USE ON / OF PROPERTY (list and describe in detail) Agricultural Use.

9. PLEASE STATE REASON FOR PROPOSED USE (be specific) The proposed use is up to the 500-MW solar facility proposed as Big Rock 2 Cluster Solar and Storage Project.

10. DESCRIBE SURROUNDING PROPERTY USES Surrounding property use consists of agricultural and solar and storage facilities.

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Stephanie Perry, Chief Operating Officer of Avantus LLC,
ultimate parent, duly authorized

May 7, 2024

Print Name

Date

Signature

REQUIRED SUPPORT DOCUMENTS

- A. SITE PLAN
- B. PRELIMINARY TITLE REPORT (6 months or newer)
- C. FEE _____
- D. OTHER _____

APPLICATION RECEIVED BY: _____	DATE _____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY: _____	DATE _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY: _____	DATE _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY: _____	DATE _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE _____	<input type="checkbox"/> O. E. S.
		<input type="checkbox"/> _____
		<input type="checkbox"/> _____

ZC #

SITE PLAN REQUIREMENTS

PLAN MUST:

- a. Be drawn to scale upon substantial paper, 11" x 14" (min.) – (20 copies must be submitted).
- b. Show name of owner, legal description and Assessor's Parcel Number.
- c. Show existing property dimensions, size, adjacent roads, canals, right-of-ways, easements, etc.
- d. Show all existing and proposed structures (both above and below ground) location of sewer and water systems.
- e. Show adjacent property uses and approximate distances to nearest structures.
- f. Indicate name of person preparing site plan.
- g. Show North orientation.
- h. Show sufficient dimensions and information for proper evaluation to be done.

CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

NOTE: A change of zone may also require a General Plan Amendment.

Please contact the Zoning Administrator for any questions.

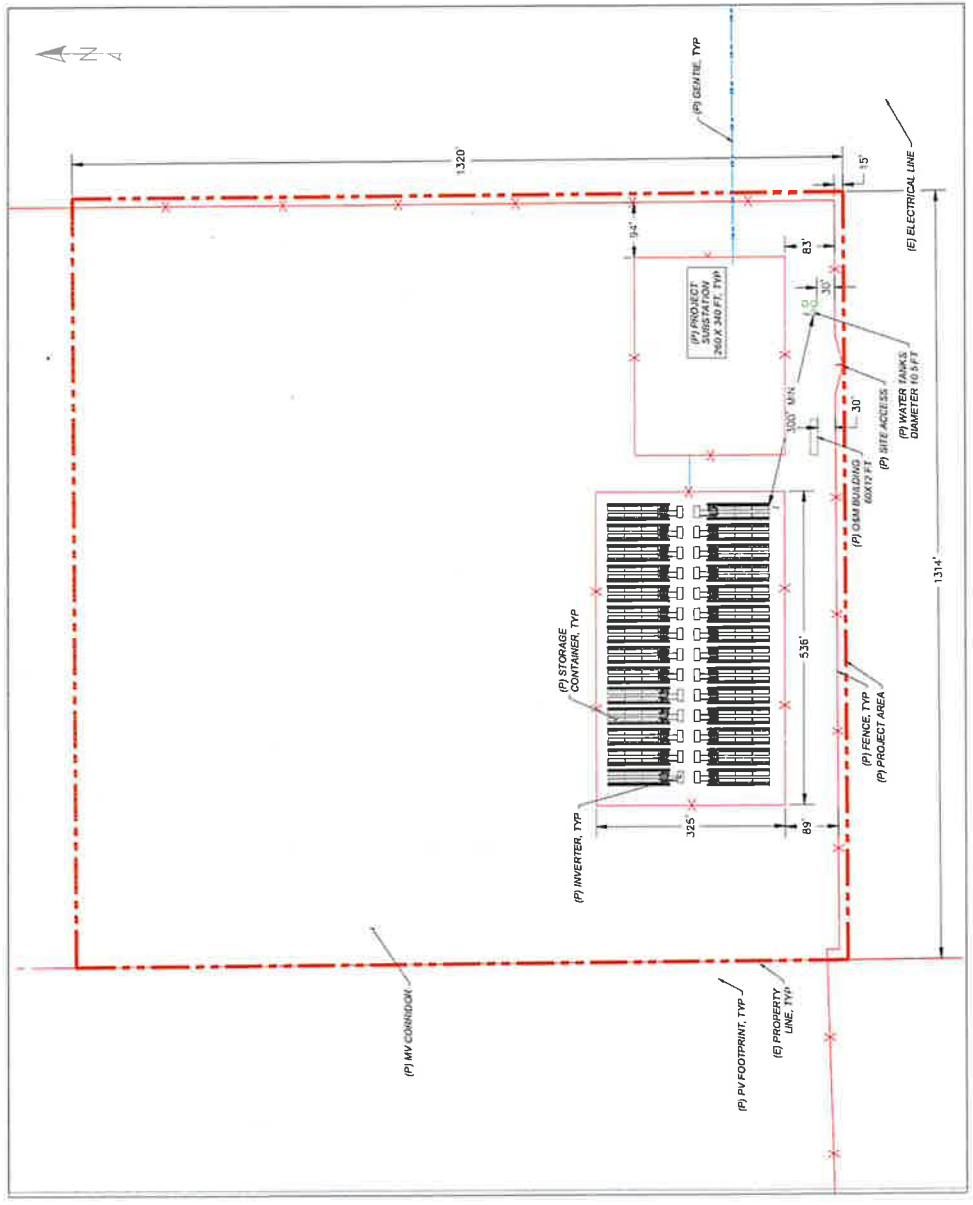
NO.	DATE	DESCRIPTION
1	03/13/24	PRELIMINARY DESIGN LAYOUT
2	03/13/24	PRELIMINARY DESIGN LAYOUT
3	03/13/24	PRELIMINARY DESIGN LAYOUT
4	03/13/24	PRELIMINARY DESIGN LAYOUT

NOTES:

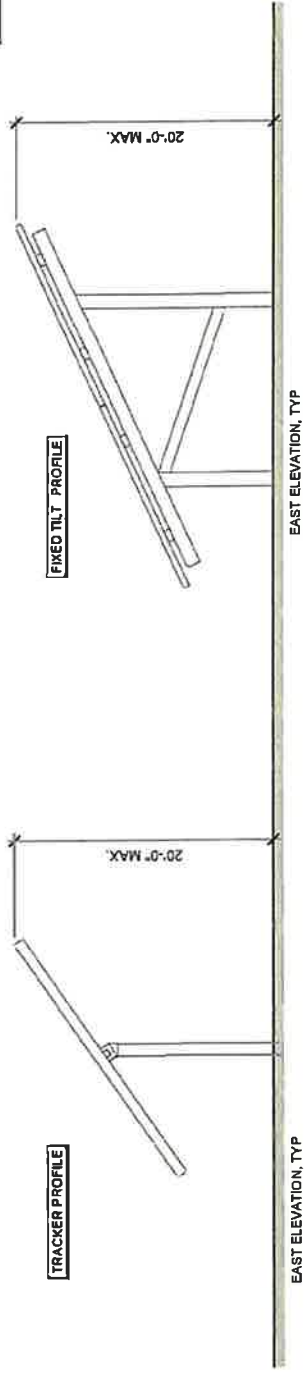
1. CURRENT DESIGN IS PRELIMINARY AND SUBJECT TO CHANGE
2. FINAL DESIGN TO ADHERE TO ALL CONSTRAINTS, SETBACKS, AND OTHER REQUIREMENTS. ALL SETBACKS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE ORDINANCES AND APPROVALS.

90FI 8ME LLC
Big Rock 2
IMPERIAL COUNTY, CA

CONCEPTUAL BESS LAYOUT
DATE: March 13, 2024
SHEET: EX-2

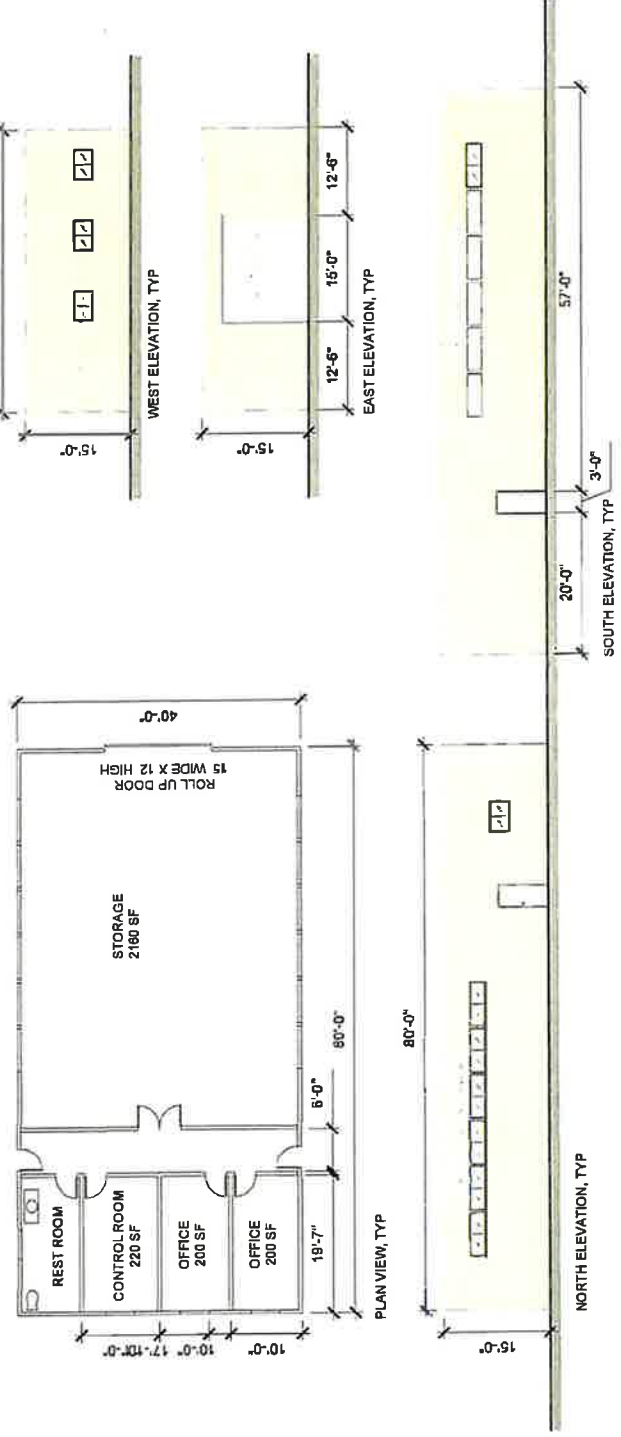


1 TYPICAL PANEL & MOUNTING STRUCTURE
Scale: N.T.S



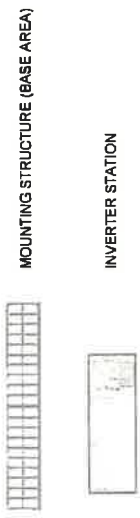
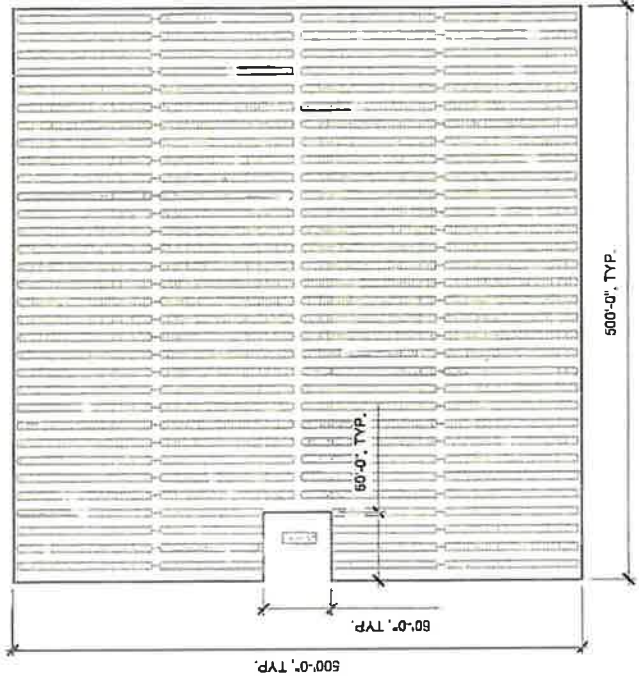
PRELIMINARY
NOT FOR
CONSTRUCTION

2 O&M BUILDING, TYP.
Scale: 1/16" = 1'-0"

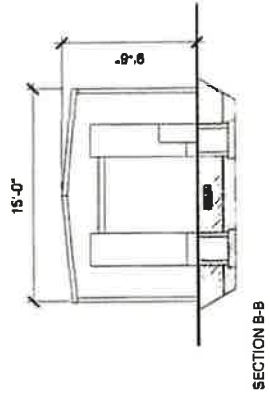
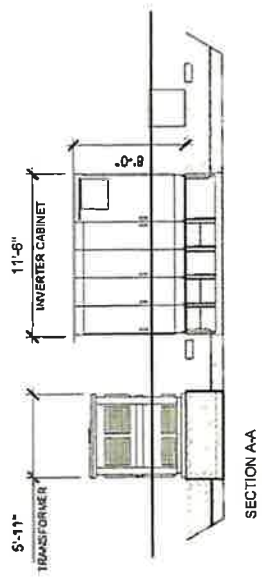
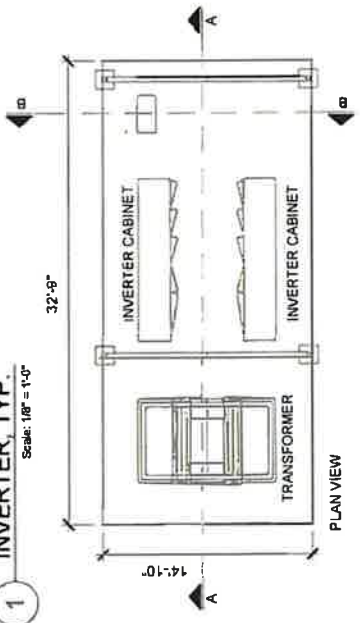


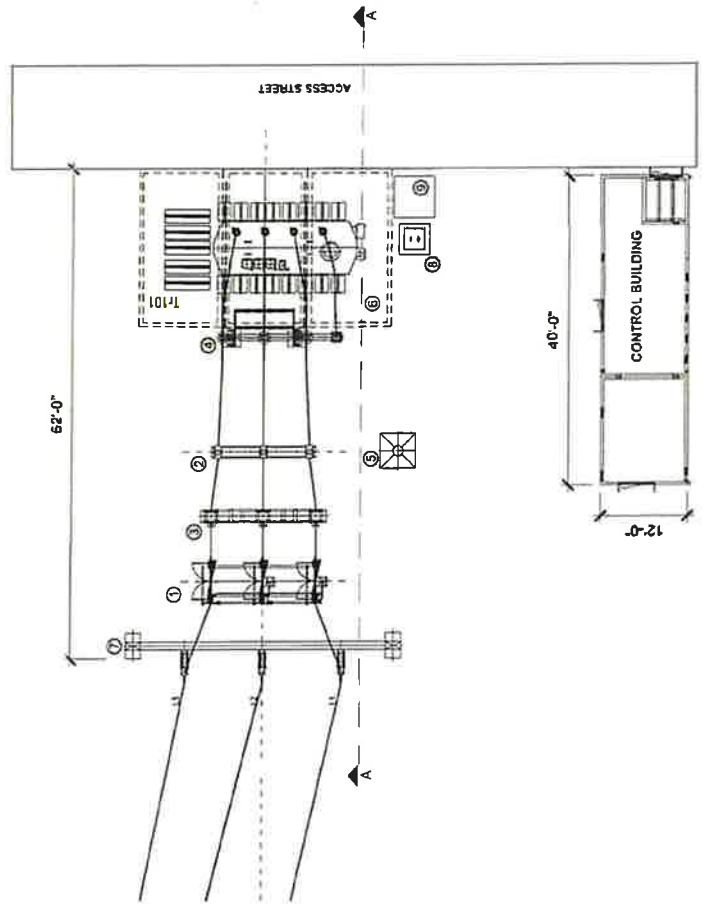
**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

2 STANDARD SOLAR BLOCK
 Scale: N.T.S.



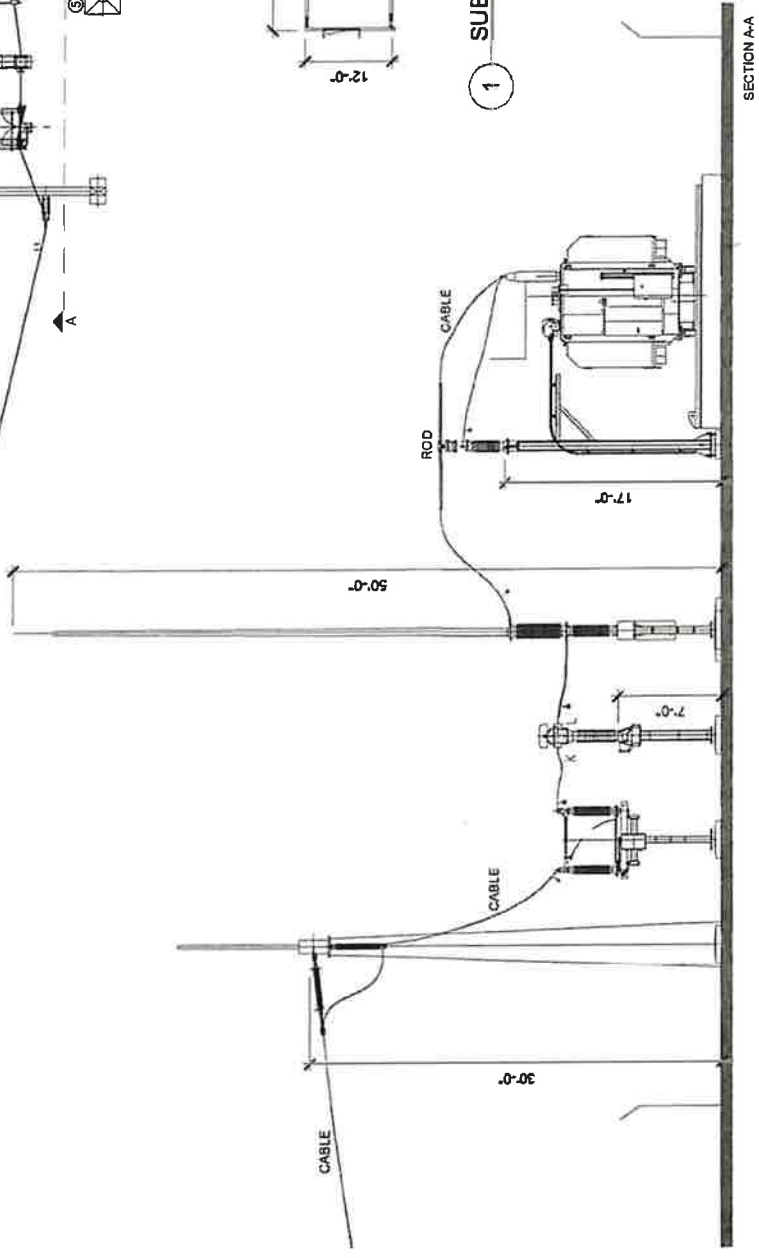
1 INVERTER, TYP.
 Scale: 1/8" = 1'-0"

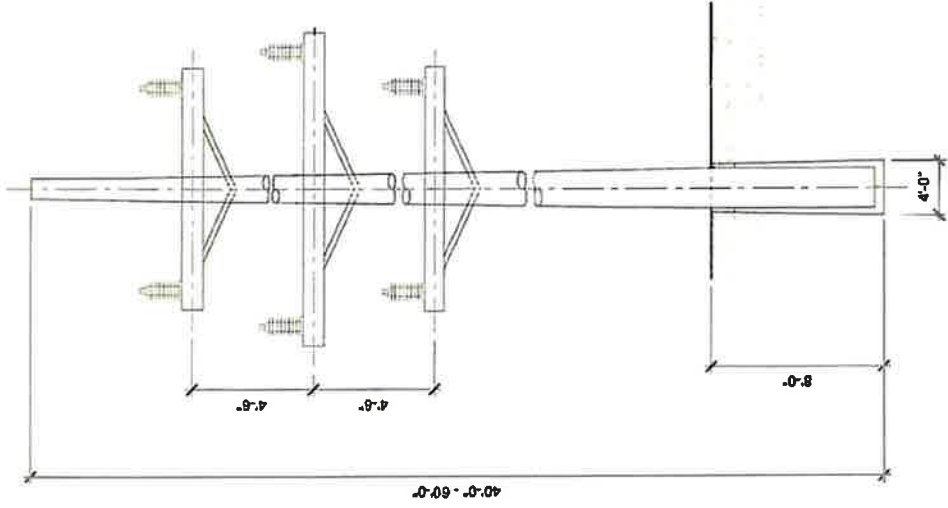




1 SUBSTATION and CONTROL BUILDING
 Scale: N T S

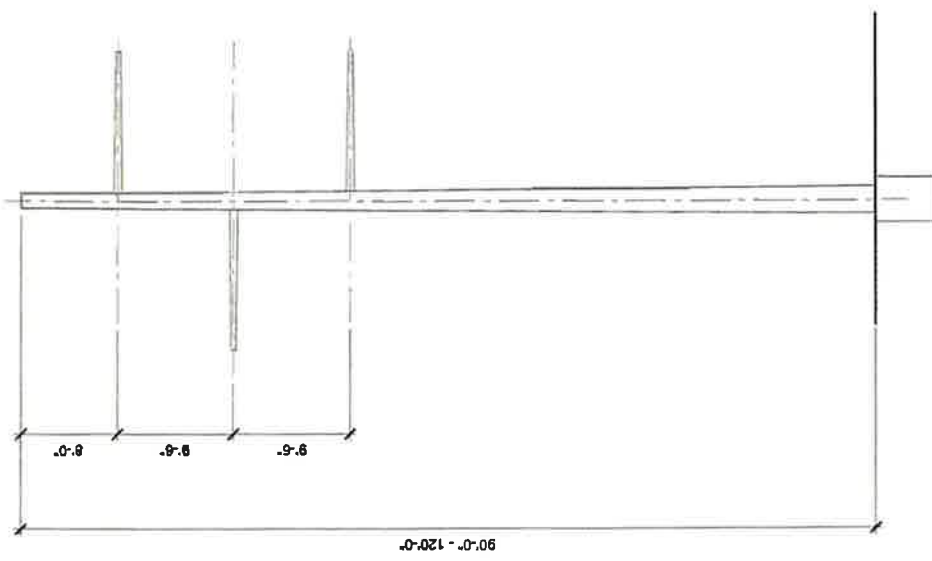
**PRELIMINARY
 NOT FOR
 CONSTRUCTION**





2 66 kV MONOPOLE STRUCTURE, TYP.
Scale: N.T.S.

**PRELIMINARY
NOT FOR
CONSTRUCTION**



1 230 kV MONOPOLE STRUCTURE, TYP.
Scale: N.T.S.

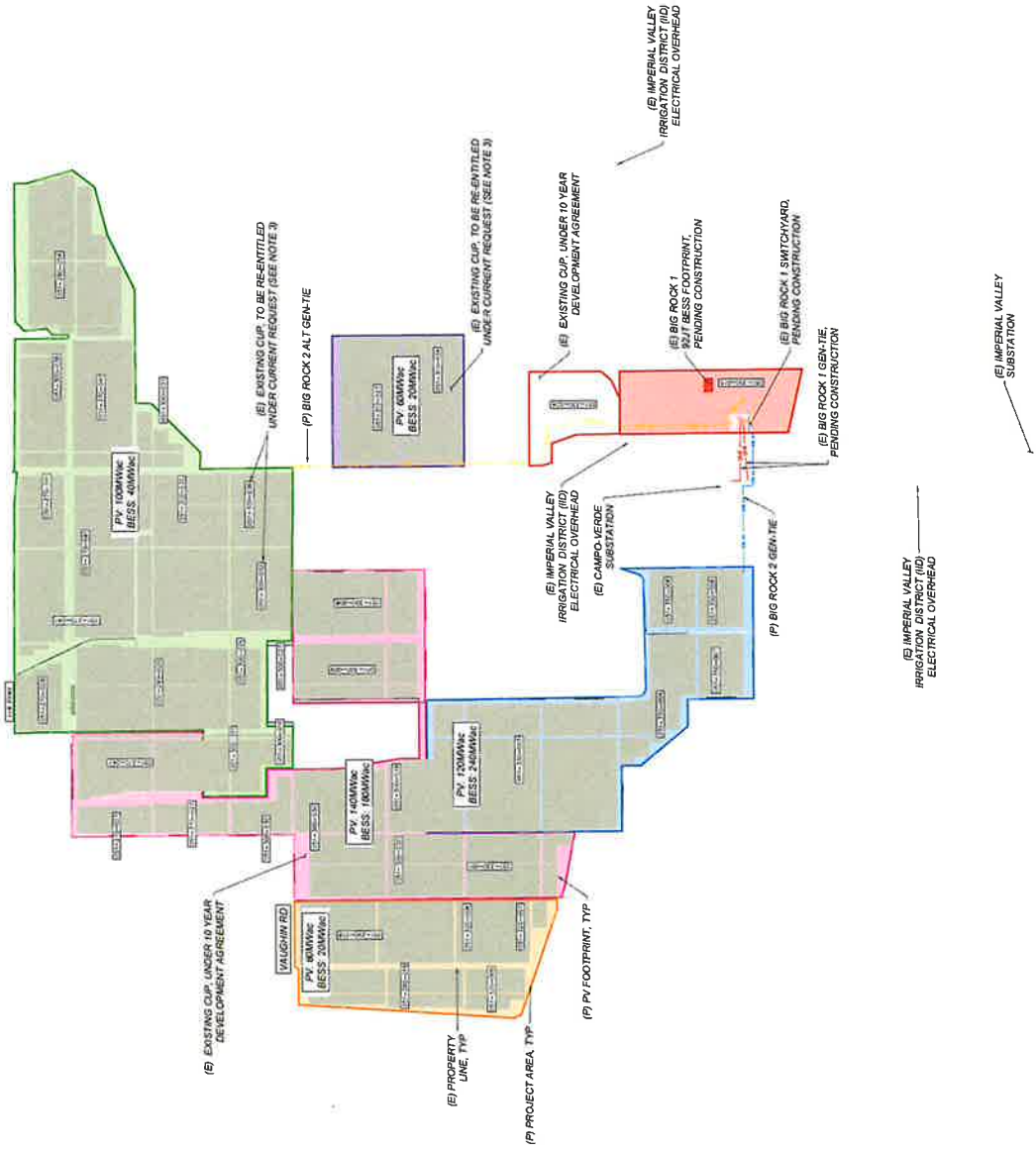
NO.	DATE	DESCRIPTION
1.	07/15/23	PRELIMINARY LAYOUT
2.	10/17/23	PRELIMINARY LAYOUT UPDATE
3.	03/07/24	PRELIMINARY LAYOUT UPDATE
4.	03/27/24	PRELIMINARY LAYOUT UPDATE

- NOTES:**
- CURRENT DESIGN IS PRELIMINARY AND SUBJECT CHANGE
 - FINAL DESIGN TO OBTAIN ALL NECESSARY PERMITS FOR OTHER REQUIREMENTS FINAL DESIGN SHALL BE SUBJECT TO REVIEW AND BUILDING PERMIT APPROVALS
 - APNS TO BE RE-ENTITLED INCLUDE LAUREL 2 NORTH CLIP # 21-0014, LAUREL 2 SOUTH CLIP #21-0013, LAUREL 2 SOUTH CLIP #21-0013, #051-310-027 AND #051-310-028

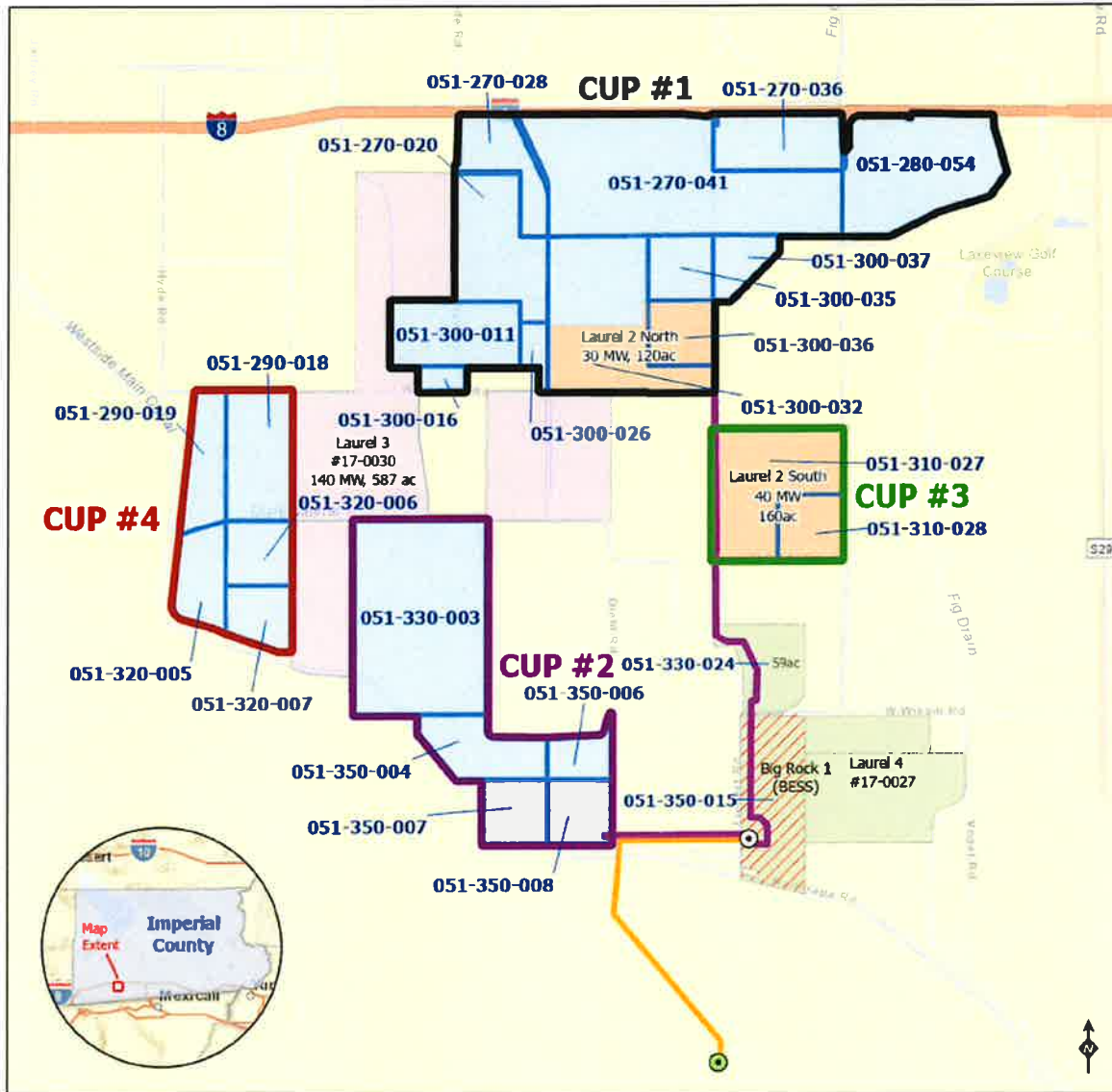


SYSTEM INFORMATION

PROJECT AREA	PROPERTY LINE	ELECTRICAL OVERHEAD	BIG ROCK 2 GENTIE LINE	BIG ROCK 2 ALTERNATIVE GENTIE LINE	BIG ROCK 2 EAST CLUSTER	LAUREL 3 CLUSTER (WITH 10YR DA)	BIG ROCK 1 BESS PARCEL	LAUREL 4 CLIP (WITH 10YR DA)	BIG ROCK 2 SOUTH CLUSTER	BIG ROCK 2 NORTH CLUSTER	BIG ROCK 2 WEST CLUSTER	BIG ROCK 1 BESS FOOTPRINT	BIG ROCK 1 GENTIE	EXISTING	PROPOSED	TYPICAL
MW@ PCF																
MW@C																
GCR																
INVERTER SIZE MW@C																
INVERTER																
BESS MW@C																
BESS HOURS																



Big Rock 2 Proposed CUP areas





24 April 2024

Jim Minnick, Planning Director
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
Phone: 442-265-1736



Letter of Request

Dear Mr. Minnick,

90FI 8me LLC (applicant) would like to request that the County forego the traditional RFP process in selecting a CEQA contractor for a “streamlined” approach by soliciting a proposal and quote directly from HDR, Inc. to prepare an Environmental Impact Report (EIR) for compliance with the California Environmental Quality Act (CEQA).

The applicant understands that CEQA compliance is required to process a Conditional Use Permit (CUP) regarding the construction of a Photovoltaic (PV) and Battery Energy Storage System (BESS) Project known at the Big Rock 2 PV and BESS Project.

Conditional Use Permit (CUP) applications have been submitted and assigned the following case numbers: Big Rock 2 Cluster (CUP 24-0006, CUP 24-0007, CUP 24-0008 & CUP 24-0009)

Please contact me if you should need any additional information or materials at this time to fulfill this request at (303) 588-3855 or at jjackson@avantus.com.

Thank you.

Sincerely,

Jennifer Jackson
DIRECTOR, PERMITTING
(303) 588-3855 MOBILE

ATTACHMENT "E"
APPLICATION PACKAGE



RECEIVED

MAR 20 2024

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

Cover Letter

13 March 2024

Jim Minnick, Planning Director
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
Phone: 442-265-1736

RE: Conditional Use Permit Application (s) For Big Rock 2 Cluster Solar Storage Project

Dear Mr. Minnick,

Please find included in this package the Conditional Use Permit (CUP) application(s) for the Big Rock 2 Cluster Solar Storage Project (Project). The package includes four CUP applications as follows:

1. **CUP #1:** North: Big Rock 2 Cluster North (1,030 acres).
including [Laurel Cluster 2 North CUP # 21-0014] (120 acres) (to be re-entitled)
2. **CUP #2:** South: Big Rock 2 Cluster South (410 acres)
3. **CUP #3:** East: Big Rock 2 Cluster East/ *Laurel Cluster 2 South CUP # 21-0013]]*
(160 acres) (to be re-entitled)
4. **CUP #4:** West: Big Rock Cluster West (249 acres)

The proposed Project consists of approximately 1,569 acres of “new lands” that have not previously been entitled, in addition to up to 867 acres of lands that are currently entitled under active CUPs known as Laurel Cluster 3 (587 acres), Laurel Cluster 2 North (120 acres), and Laurel Cluster 2 South (160 acres) totaling 2,436 acres of available land for development (Figure 1). Applicable fees/deposits payable to Imperial County have been submitted under separate cover.

The CUP applications include the following:

- Attachment 1 – CUP North
- Attachment 2 – CUP South
- Attachment 3 – CUP East
- Attachment 4 – CUP West

The individual CUP applications include the following materials within the compiled PDF:

- Attachment A – Conditional Use Permit Form
- Attachment B1 – Legal Description
- Attachment B2 – Indemnification Forms
- Attachment B3 – Owner Affidavits
- Attachment B4 – Project Owner Contact Information
- Attachment C – Project Description
- Attachment D1 – Site Plan
- Attachment D2 – Figures 1 and 2 (Full Resolution)

We look forward to working with you to bring this renewable energy generation and energy storage project to Imperial County. Please contact me if you should need any additional information or materials at this time to fulfill this request at (303) 588-3855 or at jjackson@avantus.com.

Sincerely,



Jennifer Jackson
DIRECTOR, PERMITTING
(303) 588-3855 MOBILE



29 April 2024

Jim Minnick, Planning Director
C/o Michael Abraham, and Diana Robinson
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
Phone: 442-265-1736

Letter of Request

Dear Mr. Minnick,

90FI 8me LLC (applicant) would like to request a General Plan Amendment to add the assessor parcel numbers (APNs) (in the attached) to the Imperial County Renewable Energy Overlay.

These APNs constitute the proposed Big Rock 2 Cluster Solar Farm Project, for which the following Conditional Use Permit (CUP) application packages are currently under consideration by Planning and Development Services Department:

1. CUP 24-0006
2. CUP 24-0007
3. CUP 24-0008
4. CUP 24-0009

- | | | |
|----------------|-----------------|-----------------|
| 1. 051-270-020 | 9. 051-300-016 | 17. 051-350-004 |
| 2. 051-270-028 | 10. 051-300-026 | 18. 051-350-006 |
| 3. 051-270-036 | 11. 051-300-035 | 19. 051-350-007 |
| 4. 051-270-041 | 12. 051-300-037 | 20. 051-350-008 |
| 5. 051-280-054 | 13. 051-320-005 | 21. 051-300-032 |
| 6. 051-290-018 | 14. 051-320-006 | 22. 051-300-036 |
| 7. 051-290-019 | 15. 051-320-007 | 23. 051-310-027 |
| 8. 051-300-011 | 16. 051-330-003 | 24. 051-310-028 |

Note: APNs 051-300-032, 051-300-036, 051-310-027, and 051-310-028 were previously amended (-RE) under the previously entitled Laurel Cluster Solar Farms Project (Laurel 2 North and South); however, since the active CUPs are expiring at the end of 2024, the applicant seeks to re-entitle those APNs under the CUP application package listed above.

With this request to add the parcels to the Renewable Energy Overlay, no amendment is requested to their underlying "agricultural" designations under the Imperial County General Plan.

Please contact me if you should need any additional information or materials at this time to fulfill this request at (303) 588-3855 or at jjackson@avantus.com.

Sincerely,



Jennifer Jackson
DIRECTOR, PERMITTING
(303) 588-3855 MOBILE

CHANGE OF ZONE

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (442) 265-1736

- APPLICANT MUST COMPLETE ALL NUMBERED (black & blue) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME Multiple Property Owners. See attached.	EMAIL ADDRESS See attached.	
2. MAILING ADDRESS (Street / P O Box, City, State) See attached.	ZIP CODE See attached.	PHONE NUMBER See attached.
3. ENGINEER'S NAME TBD	CA. LICENSE NO.	EMAIL ADDRESS
4. MAILING ADDRESS (Street / P O Box, City, State)	ZIP CODE	PHONE NUMBER

5. ASSESSOR'S PARCEL NO. Multiple Parcels. See attached.	ZONING (existing) See attached.	ZONING (proposed) See attached.
6. PROPERTY (site) ADDRESS		SIZE OF PROPERTY (in acres or square foot) 1,849 acres. All parcels.
7. GENERAL LOCATION (i.e. city, town, cross street) The proposed Project site is located in unincorporated Imperial County, south of Interstate 8, approximately one mile southwest of the town of Seeley, CA.		
8. LEGAL DESCRIPTION Please see attached.		

8. DESCRIBE CURRENT USE ON / OF PROPERTY (list and describe in detail)	Agricultural Use.
9. PLEASE STATE REASON FOR PROPOSED USE (be specific) The proposed use is up to the 500-MW solar facility proposed as Big Rock 2 Cluster Solar and Storage Project.	
10. DESCRIBE SURROUNDING PROPERTY USES Surrounding property use consists of agricultural and solar and storage facilities.	

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Stephanie Perry, Chief Operating Officer of Avantus LLC,
ultimate parent, duly authorized

Print Name

May 7, 2024

Date

Signature

REQUIRED SUPPORT DOCUMENTS

- A. SITE PLAN
- B. PRELIMINARY TITLE REPORT (6 months or newer)
- C. FEE
- D. OTHER

APPLICATION RECEIVED BY: _____

APPLICATION DEEMED COMPLETE BY: _____

APPLICATION REJECTED BY: _____

TENTATIVE HEARING BY: _____

FINAL ACTION: APPROVED DENIED

DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

REVIEW / APPROVAL BY
OTHER DEPT'S required.

P. W

E. H. S

A. P. C. D

O. E. S

ZC #
24-0003



10 June 2024

Jim Minnick, Planning Director
C/o Michael Abraham and Diana Robinson
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
Phone: 442-265-1736

RECEIVED

By Imperial County Planning & Development Services at 3:05 pm, Jun 12, 2024

RE: Response Regarding Potential Conveyance to Imperial Irrigation District (IID)

Dear Mr. Minnick,

Thank you for your inquiry regarding any provisions the Big Rock 2 Solar and Storage Project (Big Rock 2 or Project) might need to consider regarding potential real estate conveyance to Imperial Irrigation District (IID) from proposed Project sub-station(s).

Big Rock 2 will transmit electricity to IID via the Liebert Switchyard/Sub-station, currently under construction in the Big Rock 1 Project; therefore, a new IID switchyard/sub-station will not be required, and thus obviating the need for any real estate conveyance to IID specific to Big Rock 2.

Please contact me if you should need any additional information or materials regarding this matter at this time at (303) 588-3855 or at jjackson@avantus.com.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Jackson".

Jennifer Jackson
DIRECTOR, PERMITTING
(303) 588-3855 **MOBILE**

Attachment: Big Rock 2 Landowner Information

CUP Request #	CUP Area	APN	Owner	Contact Information
CUP #1	BR 2 Cluster North	051-270-020	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-270-028	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-270-036	Preece	Jerry Preece 2396 W Vaughn Road El Centro, CA 92243 (760) 339-4856 jerrypreceir@jrpreece.com
CUP #1	BR 2 Cluster North	051-270-041	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com
CUP #1	BR 2 Cluster North	051-280-054	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com

Attachment: Big Rock 2 Landowner Information

CUP #1	BR 2 Cluster North	051-300-011	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-300-016	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-300-026	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-300-035	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com
CUP #1	BR 2 Cluster North	051-300-037	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com
CUP #1	BR 2 Cluster North / Laurel 2 Cluster North	051-300-036	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com

Attachment: Big Rock 2 Landowner Information

CUP #1	BR 2 Cluster North /Laurel Cluster 2Noth	051-300-032	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com
CUP #2	Bigi Rock 2 Cluster South	051-330-003	La Valle Sabbia	La Valle Sabbia, Inc. Attn: Alex Abatti Jr. and Antonette Abatti 2015 Silsbee Road El Centro, CA 92243 (760) 353-3336 aabatti@abatti.com aabatti1@abatti.com
CUP #2	Bigi Rock 2 Cluster South	051-350-004	La Valle Sabbia	La Valle Sabbia, Inc. Attn: Alex Abatti Jr. and Antonette Abatti 2015 Silsbee Road El Centro, CA 92243 (760) 353-3336 aabatti@abatti.com aabatti1@abatti.com
CUP #2	Bigi Rock 2 Cluster South	051-350-006	Whitmer	Randall Whitmer 1803 Farmer Dr. El Centro, CA 92243 (760) 482-0745 sikinwhitmer@gmail.com Ted Whitmer 1095 S. 18 th Steet El Centro, CA 92243 (760) 353-1683
CUP #2	Bigi Rock 2 Cluster South	051-350-007	La Valle Sabbia	La Valle Sabbia, Inc. Attn: Alex Abatti Jr. and Antonette Abatti 2015 Silsbee Road El Centro, CA 92243 (760) 353-3336 aabatti@abatti.com aabatti1@abatti.com

Attachment: Big Rock 2 Landowner Information

CUP #2	Bigi Rock 2 Cluster South	051-350-008	Whitmer	<p>Randall Whitmer 1803 Farmer Dr. El Centro, CA 92243 (760) 482-0745 sikninwhitmer@gmail.com</p> <p>Ted Whitmer 1095 S. 18th Steet El Centro, CA 92243 (760) 353-1683</p>
CUP #3	Big Rock 2 Cluster East/Laurel 2 Cluster South	051-310-027	Kuhn	<p>John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com</p>
CUP #3	Big Rock 2 Cluster East/Laurel 2 Cluster South	051-310-028	Kuhn	<p>John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com</p>
CUP #4	Big Rock 2 Cluster West	051-290-018	Brundy	<p>Thomas D. Brundy and Karen D. Brundy 1452 McCabe Cove Road El Centro, CA 92243 (760) 768-3010 tbrundy@thegrid.net</p>

Attachment: Big Rock 2 Landowner Information

CUP #4	Big Rock 2 Cluster West	051-290-019	Derrick/Downs	<p>Timothy Derrick 600 N. D Street Imperial, CA 92251 (760) 996-0361 tderrick@sbcglobal.net</p> <p>Susan Downs 490 W. Belford Road Imperial, CA 92251 (760) 554-4856 susandowns@gmail.com</p>
CUP #4	Big Rock 2 Cluster West	051-320-005	Derrick/Downs	<p>Timothy Derrick 600 N. D Street Imperial, CA 92251 (760) 996-0361 tderrick@sbcglobal.net</p> <p>Susan Downs 490 W. Belford Road Imperial, CA 92251 (760) 554-4856 susandowns@gmail.com</p>
CUP #4	Big Rock 2 Cluster West	051-320-006	Brundy	<p>Thomas D. Brundy and Karen D. Brundy 1452 McCabe Cove Road El Centro, CA 92243 (760) 768-3010 tbrundy@thegrid.net</p>
CUP #4	Big Rock 2 Cluster West	051-320-007	Brundy	<p>Thomas D. Brundy and Karen D. Brundy 1452 McCabe Cove Road El Centro, CA 92243 (760) 768-3010 tbrundy@thegrid.net</p>

Attachment 1

CUP North

Attachment A

Conditional Use Permit Form

RECEIVED

CONDITIONAL USE PERMIT

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME Multiple owners. Please see attachment.	EMAIL ADDRESS: Please see attachment.	
2. MAILING ADDRESS (Street / P O Box, City, State) Multiple owners. Please see attachment.	ZIP CODE See attached.	PHONE NUMBER See attached.
3. APPLICANT'S NAME 90FI 8me LLC	CUP Application #1 of 4	
4. MAILING ADDRESS (Street / P O Box, City, State) 4370 Town Center Blvd., Suite 110 El Dorado Hills, CA 95762	ZIP CODE 95762	jjackson@avantus.com, 303.588.3855
4. ENGINEER'S NAME TBD	CA. LICENSE NO.	EMAIL ADDRESS
5. MAILING ADDRESS (Street / P O Box, City, State)	ZIP CODE	PHONE NUMBER
6. ASSESSOR'S PARCEL NO. Multiple APNs. Please see attachment.	1,030 acres	ZONING (existing) A-2, A-2-R, A-3, A-2-RE, A-3-RE
7. PROPERTY (site) ADDRESS Multiple APNs. Please see attachment.	1520 Jessup Rd. El Centro	
8. GENERAL LOCATION (i.e. city, town, cross street) Approximately 1 mile southwest of Seely, immediately south of Interstate 8, west of Drew Road and east and north of Mandrapa Road.		
9. LEGAL DESCRIPTION Multiple APNs. Please see attachment.		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	Please see attachment
11. DESCRIBE CURRENT USE OF PROPERTY	Farmland
12. DESCRIBE PROPOSED SEWER SYSTEM	Septic tank with leach field
13. DESCRIBE PROPOSED WATER SYSTEM	IID distribution system and private water treatment facility
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	Above-ground tanks and dedicated fire protection water, see attached
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? Please see attachment

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Stephanie Perry Chief Operating Officer of Avantus LLC, ultimate parent, duly authorized 3/6/2024

Print Name Stephanie Perry Date _____

Signature _____

Print Name _____ Date _____

Signature _____

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN _____

B. FEE _____

C. OTHER _____

D. OTHER _____

APPLICATION RECEIVED BY: _____	DATE _____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY: _____	DATE _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY: _____	DATE _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY: _____	DATE _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE _____	<input type="checkbox"/> O. E. S.
		<input type="checkbox"/> _____

CUP #
24-0006

Attachment B

B1 Legal Description

B2 Indemnification Forms

B3 Owner Affidavits

B4 Project Owner Contact Information

Attachment B1

Legal Description

Legal Descriptions:

Big Rock 2 Cluster North (CUP Request #1)

	APN	Zoning	Acres
1	051-270-020	A-2-R	101.8
2	051-270-028	A-2	52.3
3	051-270-036	A-2	67.4
4	051-270-041	A-2-R	279.0
5	051-280-054	A-2	149.5
6	051-300-011	A-2	79.6
7	051-300-016	A-2	10.8
8	051-300-026	A-2	13.4
9	051-300-035	A-3	40.3
10	051-300-037	A-3	28.9
11	051-300-032 (northern portion)	A-2	85.5
	Sub-total		910
Laurel Cluster 2 North CUP #21-0014 (Expires Dec. 2024)			
12	051-300-032 (southern portion) (to be re-entitled)	A-2-RE	80
13	051-300-036 (to be re-entitled)	A-3-RE	40.3
	Sub-total		120
	TOTAL ACRES		1,030

Landowners: Tomlinson, Pravea, Rain

Tomlinson

PARCEL A:

THE EAST ONE-HALF OF TRACT 83, LYING WEST OF THE FERN CANAL, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-028

PARCEL B:

THAT PORTION OF TRACT 79, LYING WEST OF THE FERN CANAL, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-028

PARCEL C:

THE SOUTH HALF OF TRACT 81, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN

ACCORDING TO THE UNITED STATES GOVERNMENT PLAT OF RE-SURVEY APPROVED MAY 2, 1913, AND ON FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

APN: 051-300-011

PARCEL D:

GOVERNMENT LOT 13 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO RALPH H. YOUNG AND ROSALYNN M. YOUNG BY GRANT DEED

RECORDED AUGUST 22, 1972, IN BOOK 1333, PAGE 278, OF OFFICIAL RECORDS OF IMPERIAL COUNTY, CALIFORNIA.

APN: 051-300-026

PARCEL E:

GOVERNMENT LOT 8 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT OFFICIAL PLAT OF RE-SURVEY APPROVED MARCH 15, 1909, AND ON FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

APN: 051-300-016

PARCEL F:

THE NORTHEAST QUARTER OF TRACT 81, OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-020

PARCEL G:

TRACT 80, EXCEPT THE NORTH 40 FEET THEREOF, OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-020

PARCEL H:

GOVERNMENT LOTS 11 AND 12 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP OF THE RESURVEY APPROVED AND FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

PORTION OF APN: 051-270-020

Preece

That portion of Tract 72, Township 16 South, Range 12 East, S.B.M., in an unincorporated area, County of Imperial, State of California, according to the Official Plat thereof.

Excepting therefrom that portion deeded to the State of California, in deed recorded December 6, 1965 as File No. 2 in Book 1219 page 166 of Official Records.

APN: 051-270-036

Kuhn

Parcel 1A:

Parcel Tract 57-B, and Lot 2, Section 14, Township 16 South, Range 12 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof, excepting from Lot 2, Section 14 that portion conveyed to the State of California by deed recorded September 23, 1965 in Book 1215, Page(s) 358 of Official Records.

Also excepting that portion of Tract 57B, described as follows:

Beginning at the Southeast corner of said tract;

Thence North 0°06' West, 710.96 feet along the East line of said tract;

Thence South 73°38' West, 656.68 feet to a point;

Thence South 66°45' West, 1,297.5 feet to a point in the South line of said tract;

Thence South 89°53' East along said South line to the Point of Beginning.

Parcel 1B:

That portion of Tract 57-A, Township 16 South, Range 12 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof, designated as Parcel 'B' on License Survey Map on file in Book 10, Page(s) 1 of License Surveys.

Parcel 1C:

That portion of the West 40 acres of the South 80 acres of Tract 71, Township 16 South, Range 12 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof, lying southerly of the southerly line of land granted to the State of California for freeway purposes by deed recorded June 8, 1965 in Book 1208, Page(s) 734 of Official Records.

Parcel 1D:

That portion of the East 40 acres of Tract 71, Township 16 South, Range 12 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof, designated as Parcel 'A' on License Survey Maps on file in Book 10, Page(s) 1, of License Survey Map in the Office of the County Recorder of Imperial County.

APN: 051-280-054-0

Parcel 2:

That portion of Section 22, Township 16 South, Range 12 East, San Bernardino Base and Meridian, in an unincorporated area of the County of Imperial, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of Section 22;

Thence South 00°01'38" West, a distance of 803.60 feet to the Northwest corner of Lot 4 of Section 22;

Thence North 89°55'19" East a distance of 2082.69 feet to the Northwest corner of Tract 44; Thence North 89°55'19" East a distance of 1317.4 feet to the Southeast corner of Tract 78;

Thence South 89°45'57" East, along the North line of tract 55, a distance of 1.19 feet to the Northeast corner of the Northwest quarter of Tract 4, said corner also being the True Point of Beginning; Thence South 00°00'59" West along the East line of the Northwest quarter of Tract 55, a distance of 1325.89 feet; Thence South 89°54'25" East, along the South line of the Northeast quarter of Tract 55, a distance of 330.00 feet;

Thence North 44°56'49" East, a distance of 1400.20 feet to a point on the East line of Tract 55;

Thence South 00°01'25" West, along the East line of Tract 55, a distance of 198.00 feet: Thence North 53°20'52" East a distance of 658.39 feet;

Thence East a distance of 198.00 feet;

Thence North a distance of 132.00 feet to a point on the North line of Tract 50;

Thence North 89°45'57" West a distance of 726.00 feet to the Northeast corner of Tract 55; Thence North 89°45'57" West along the North line of Tract 55; a distance of 1318.94 feet to the Northeast corner of the Northwest quarter of Tract 55, which corner is also the True Point of Beginning.

Also shown as Parcel 4 of that certain Certificate of Compliance PM 2078, recorded September 18, 1992 as Instrument No. 19893 of Official Records.

APN: 051-300-037-000

Parcel 1E:

Lot 1 of Section 15 and Lot 1 of Section 22 and Tract No. 56, all in Township 16 South, Range 12 East, S.B. & M., County of Imperial, State of California, according to the official plat thereof.

APN: 051-270-041

Parcel B:

That portion of Section 22, Township 16 South, Range 12 East, S.B.M., in an unincorporated area of the County of Imperial, in the State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of said Section 22; thence S 00 Degrees 01' 38" W a distance of 803.60 feet to the Northwest corner of Lot 4 of Section 22, said corner also being the True Point of Beginning; thence N 89 Degrees 55' 19" E a distance of 2082.69 feet to the Northwest corner of Tract 55; thence S 00 Degrees 00' 33" W. along the West line of Tract 44, a distance of 2643.86 feet to the Southwest corner of Tract 55; thence S 89 Degrees 53' 32" E, along the South line of Tract 44, a distance of 1318.60 feet to the Northeast corner of the West 120 acres of Tract 54, a distance of 523.82 feet to the centerline of the County Road, as it now exists, and was described in the Deed recorded in Book 1134, Page 297 of Official

Records of the Imperial County Recorder; thence N 89 Degrees 43' 08" W, along the centerline of the County Road, as it now exists, and as described above, a distance of 1319.67 feet to a point on the West line of Tract 54; thence N 00 Degrees 00' 33" E, along the West line of Tract 54, a distance of 2.54 feet to the Southeast corner of Lot 6 of Section 22; thence N 89 Degrees, 59' 56" W. a distance of 2083.68 feet to the Southwest corner of the Northwest ¼ of the Southwest ¼ of said Section 22; thence N 00 Degrees 01' 38" E. along the West line of said Section 22, a distance of 3158.27 feet to the Northwest corner of Lot 4 of Section 22, said corner also being the True Point of Beginning.

Also shown as Parcel 3 of that certain Certificate of Compliance PM 2078, recorded September 18, 1992, as Instr. # 19893 of Official Records.

APN: 051-300-032 (North)

Re-entitlement(s)

Parcel A:

The Southwest ¼ of Tract 55 of Section 22, Township 16 South, Range 12 East, S.B.M., in an unincorporated area of the County of Imperial, in the State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of said Section 22, thence S 00 Degrees 01' 38" W., a distance of 803.60 feet to the Northwest corner of Lot 4 of Section 22; thence N 89 Degrees 55' 19" E a distance of 2082.69 feet to the Northwest corner of Tract 55; thence S 00 Degrees 00' 33" W. along the West line of Tract 55, a distance of 1321.93 feet to the Northwest corner of the Southwest ¼ of Tract 44, said corner also being the True Point of Beginning; thence S 89 Degrees 54' 25" E. along the North line of the Southwest ¼ Tract 55, a distance of 1318.77 feet to the Northeast corner of the Southwest ¼ of Tract 55; thence S 00 Degrees 00' 59" W. along the East line of the Southwest ¼ of Tract 55; thence N 89 Degrees 53' 32" W/ along the South line of Tract 55, a distance of 1318.60 feet to the Southwest corner of Tract 55; thence N 00 Degrees 00' 33" E. along the West line of Tract 44, a distance of 1321.93 feet to the Northwest corner of the Southwest ¼ of Tract 44, said corner also being the True Point of Beginning. Also shown as Parcel 2 of that certain Certificate of Compliance PM 2078, recorded September 18, 1992, as Instr. # 19893 of Official Records.

APN: 051-300-036

Parcel B:

That portion of Section 22, Township 16 South, Range 12 East, S.B.M., in an unincorporated area of the County of Imperial, in the State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of said Section 22; thence S 00 Degrees 01' 38" W a distance of 803.60 feet to the Northwest corner of Lot 4 of Section 22, said corner also being the True Point of Beginning; thence N 89 Degrees 55' 19" E a distance of 2082.69 feet to the Northwest corner of Tract 55; thence S 00 Degrees 00' 33" W. along the West line of Tract 44, a distance of 2643.86 feet to the Southwest corner of Tract 55; thence S 89 Degrees 53' 32" E, along the South line of Tract 44, a distance of 1318.60 feet to the Northeast corner of the West 120 acres of Tract 54, a distance of 523.82 feet to the centerline of the County Road, as it now exists, and was described in the Deed recorded in Book 1134, Page 297 of Official Records of the Imperial County Recorder; thence N 89 Degrees 43' 08" W,

along the centerline of the County Road, as it now exists, and as described above, a distance of 1319.67 feet to a point on the West line of Tract 54; thence N 00 Degrees 00' 33" E, along the West line of Tract 54, a distance of 2.54 feet to the Southeast corner of Lot 6 of Section 22; thence N 89 Degrees, 59' 56" W. a distance of 2083.68 feet to the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 22; thence N 00 Degrees 01' 38" E. along the West line of said Section 22, a distance of 3158.27 feet to the Northwest corner of Lot 4 of Section 22, said corner also being the True Point of Beginning.

Also shown as Parcel 3 of that certain Certificate of Compliance PM 2078, recorded September 18, 1992, as Instr. # 19893 of Official Records.

APN: 051-300-032 (South)

Attachment B2

Indemnification Forms

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Italy
By: [Signature]
Title: CCO of Avantus LLC, Ultimate parent, duly authorized
Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST (If different from Applicant)

Name: John Kuhn
By: [Signature]
Title: Sole Trustee of the Madeline Kuhn Legacy Trust

Mailing Address:

APNs 051-270-041, 051-300-035, 051-300-037
and 051-280-054

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS _LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

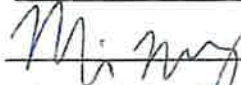
As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

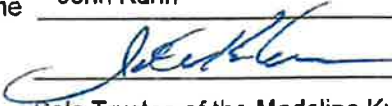
1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on March 13, 2024

APPLICANT

Name: 90FI 8me LLC
By: 
Title: Michael Healy, Chief Commercial Officer of Avantus LLC, a Home parent, duly authorized
Mailing Address: c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST (If different from Applicant)

Name: John Kuhn
By: 
Title: Sole Trustee of the Madeline Kuhn Legacy Trust
Mailing Address: 473 Savannah Hwy
Charleston, SC 29407
APNs 051-300-032, 051-300-036, 051-310-027,
051-310-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS _ LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Hraly
 By: *[Signature]*
 Title: CEO of Avantus LLC, ultimate parent, duly authorized
 Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST
 (If different from Applicant)

Name: Melvin Jerry Preece, Jr.
 By: *[Signature]*
 Title: President of J.R. Preece, Inc. and Trustee of the Melvin Jerry Preece, Jr. Trust on December 11, 1995
 Mailing Address:

APN 051-270-036

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS_LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said Independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy
By: [Signature]
Title: CEO of Avantus LLC, ultimate parent, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST

(If different from Applicant)

Name: Kenneth Francis Tomlinson
By: [Signature]
Title: Trustee of the Kenneth F. Tomlinson Irrevocable Trust Dated December 27, 2012

Mailing Address:

APNs 051-300-016, 051-300-011, 051-300-026
051-270-020 and 051-270-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS _LISTS\General Indemnification FORM 041516.doc

MAIN OFFICE: 801 Main Street El Centro, CA 92243 (442) 265-1736 FAX: (442) 265-1735 E-MAIL: planning@co.imperial.ca.us

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy
 By: *M. Healy*
 Title: CEO of Avantus LLC, ultimate parent, duly authorized
 Mailing Address:
c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST

(If different from Applicant)

Name: Kenneth Francis Tomlinson
 By: *Kenneth Francis Tomlinson*
 Title: an individual
 Mailing Address:
APNs 051-300-016, 051-300-011, 051-300-026
051-270-020 and 051-270-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FCRMS_LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy
By [Signature]
Title CEO of Avantus LLC, of Frank Parrish, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd, Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST

(If different from Applicant)

Name John A. Tomlinson
By [Signature]
Title Co-Trustee of the Frank N Tomlinson Separate Property Trust, U/D/T Dated October 6, 2005

Mailing Address:

APNs 051-300-016, 051-300-011, 051-300-026
051-270-020 and 051-270-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____ - _____ - _____

S:\FORMS - LISTS\General Indemnification FORM 041511.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy
 By: [Signature]
 Title: CEO of Avantus LLC, ultimate parent, duly authorized
 Mailing Address:
c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST
(If different from Applicant)

Name: Carma J. Tomlinson
 By: [Signature]
 Title: Co-Trustee of the Frank N Tomlinson Separate Property Trust U/D/T Dated October 6, 2005
 Mailing Address:
APNs 051-300-016, 051-300-011, 051-300-026
051-270-020 and 051-270-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS_LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy
By: [Signature]
Title: CEO of Avantus LLC, ultimate parent, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST (If different from Applicant)

Name: Thomas Grant Tomlinson
By: [Signature]
Title: Trustee of the Thomas G. Tomlinson Irrevocable Trust Dated December 27, 2012

Mailing Address:

APNs 051-300-016, 051-300-011, 051-300-026
051-270-020 and 051-270-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS_LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC Michael Healy
 By: [Signature]
 Title: CEO Avantis LLC, Ultimate parent, duly authorized
 Mailing Address:
c/o Avantis Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST
(If different from Applicant)

Name: William Morton Tomlinson, II
 By: [Signature]
 Title: Trustee of the William M. Tomlinson, II Irrevocable Trust Dated December 27, 2012
 Mailing Address:
APNs 051-300-016, 051-300-011, 051-300-026
051-270-020 and 051-270-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS - LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

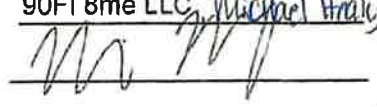
As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

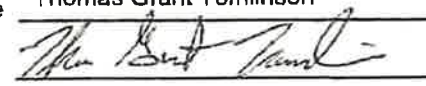
APPLICANT

Name: 90FI 8me LLC, Michael Hraly
By 
Title CEO of Avantus LLC, ultimate parent, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST (if different from Applicant)

Name Thomas Grant Tomlinson
By 
Title an individual

Mailing Address:

APNs 051-300-016, 051-300-011, 051-300-026
051-270-020 and 051-270-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS_LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy

By M. M.

Title CEO of Avantus LLC, ultimate parent, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST

(If different from Applicant)

Name William Morton Tomlinson, II

By William Morton Tomlinson II

Title an individual

Mailing Address:

APNs 051-300-016, 051-300-011, 051-300-026
051-270-020 and 051-270-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS _ LISTS\General Indemnification FORM 041516.doc

MAIN OFFICE: 801 Main Street El Centro, CA 92243 (442) 265-1736 FAX: (442) 265-1735 E-MAIL: planning@coimperial.ca.us

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy
 By: [Signature]
 Title: CEO of Avantus LLC, Ultimate Parent, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST
(If different from Applicant)

Name: John A. Tomlinson
 By: [Signature]
 Title: Member of F.C. and M.K. Tomlinson, LLC

Mailing Address:

APNs 051-300-016, 051-300-011, 051-300-026
051-270-020 and 051-270-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS_LISTS\General Indemnification FORM 041516.doc

Attachment B3

Owner Affidavits

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-270-041, 051-300-035, 051-300-037 and 051-280-054 is hereby granted.

[Signature]
OWNER (SIGNATURE)

John Kuhn
OWNER (TYPED OR PRINT)

473 Savannah Hwy
OWNER'S ADDRESS

Charleston SC 29401
DATE

9/20/23

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ SOUTH CAROLINA
COUNTY OF Charleston S.S.

On SEPTEMBER 20, 2023 before me,
MICHELLE L. CAVANAUGH personally appeared
JOHN KUHN who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ SOUTH CAROLINA that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is optional, it would prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-300-032, 051-300-036, 051-310-027, 051-310-028 is hereby granted.

[Signature]
OWNER (SIGNATURE)

John Kuhn
OWNER (TYPED OR PRINT)

473 Savannah Hwy
OWNER'S ADDRESS
Charleston, SC 29407

DATE 3/4/24

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA South Carolina
COUNTY OF Imperial Charleston S.S.

On MARCH 4, 2024 before me,
MICHELLE L. CAVANAUGH personally appeared
JOHN KUHN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)
any and all permits, applications and CEQA actions
on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-270-036 is hereby granted.

Melvin Jerry Preece Jr
OWNER (SIGNATURE)

Melvin Jerry Jr. Preece
OWNER (TYPED OR PRINT)

2396 W. Vaughn Rd, El Centro CA
OWNER'S ADDRESS 92243

October 2, 2023
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

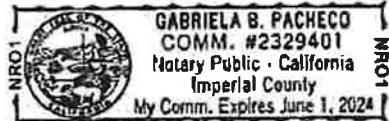
STATE OF CALIFORNIA
COUNTY OF Imperial) S.S.

On October 2, 2023 before me, personally appeared
Gabriela B Pacheco, Notary Public
Melvin Jerry Jr Preece, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document Owner's Affidavit
Number of Pages 1 Date of Document October 2, 2023
Signer(s) Other Than Named Above Melvin Jerry Jr. Preece

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number

(APN) 051-300-016, 051-300-011, 051-300-026, 051-270-020 and 051-270-020 is hereby granted.

Thomas Grant Tomlinson

OWNER (SIGNATURE)

Thomas Grant Tomlinson, Trustee of the Thomas G. Tomlinson Irrevocable Trust Dated December 27, 2012

OWNER (TYPED OR PRINT)

250 W. Marquita #A, San Clemente, CA 92672

OWNER'S ADDRESS

10/18/2023

DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange S.S.

On 10/28/2023 before me,
Maxfield Samuel Conklin, Notary Public personally appeared
Thomas Grant Tomlinson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature *Maxfield Samuel Conklin* (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI BME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-300-016, 051-300-011, 051-300-026, 051-270-020 and 051-270-020 is hereby granted.

[Signature]
OWNER (SIGNATURE)

Thomas Grant Tomlinson
OWNER (TYPED OR PRINT)

250 W. Marquita #A, San Clemente, CA 92672
OWNER'S ADDRESS

10/18/2023
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange } S.S.

On 10/18/2023 before me,
Maxfield Samuel Conklin, Notary Public personally appeared
Thomas Grant Tomlinson, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal
Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent
fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number

(APN) 051-300-016, 051-300-011, 051-300-026, 051-270-020 and 051-270-020 is hereby granted.

Kenneth Francis Tomlinson

OWNER (SIGNATURE)

Kenneth Francis Tomlinson

OWNER (TYPED OR PRINT)

156 Wilshire Ct., San Carlos, CA 94070

OWNER'S ADDRESS

10/03/2023

DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Mateo } S.S.

On October 3, 2023 before me,
Helen Sutherland, Notary Public personally appeared
Kenneth Francis Tomlinson who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and
that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Helen Sutherland (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-300-016, 051-300-011, 051-300-026, 051-270-020 and 051-270-020 is hereby granted.

Kenneth Francis Tomlinson

OWNER (SIGNATURE)

Kenneth Francis Tomlinson, Trustee of the
Kenneth F. Tomlinson Irrevocable Trust Dated

OWNER (TYPED OR PRINT)

December 27, 2012
156 Wilshire Ct., San Carlos, CA 94070

OWNER'S ADDRESS

10/03/2023

DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Mateo) S.S.

On October 30, 2023 before me,
Helen Sutherland, Notary Public personally appeared
Kenneth Francis Tomlinson who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Helen Sutherland (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent
fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-300-016, 051-300-011, 051-300-026, 051-270-020 and 051-270-020 is hereby granted.

Nahla Tomlinson Member/Co-Trustee
OWNER (SIGNATURE)

P.C. and M.K. Tomlinson, LLC
OWNER (TYPED OR PRINT)

P.O. Box 759, Brea, CA 92822
OWNER'S ADDRESS

October 4, 2023
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange } S.S.

On OCTOBER 4TH 2023 before me,
KOOSHA RASHIDIAN NOTARY PUBLIC personally appeared
JOAN A TOMLINSON, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI BME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-300-016, 051-300-011, 051-300-026, 051-270-020 and 051-270-020 is hereby granted.

Carma J. Tomlinson and John A. Tomlinson Trustees
OWNER (SIGNATURE)
Carma J. Tomlinson and John A. Tomlinson, Co-Trustees
of the Frank N. Tomlinson Separate Property Trust.

OWNER (TYPED OR PRINT)
U/D/T dated October 6, 2005
P.O. Box 759, Brea, CA 92822
OWNER'S ADDRESS

October 4, 2023
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange } S.S.

On OCTOBER 4th 2023 before me,
KOOSHA RASHIDIAN NOTARY PUBLIC personally appeared
CARMA J. TOMLINSON and JOHN A. TOMLINSON, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent
fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI BME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-300-016, 051-300-011, 051-300-026, 051-270-020 and 051-270-020 is hereby granted.

William Morton Tomlinson, II
OWNER (SIGNATURE)

William Morton Tomlinson, II
OWNER (TYPED OR PRINT)

P.O. Box 759, Brea, CA 92822
OWNER'S ADDRESS

9-29-23
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



STATE OF CALIFORNIA
COUNTY OF ORANGE } S.S.

On SEPTEMBER 29, 2023 before me,
ELIZABETH MATTHEWS, NOTARY PUBLIC personally appeared
WILLIAM TOMLINSON, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Signature] (Seal)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent
fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly (i.e. building, land used))

Further identified by Assessor's Parcel Number
(APN) 051-300-016, 051-300-011, 051-300-028, 051-270-020 and 051-270-020 is hereby granted.

William Morton Tomlinson II

OWNER (SIGNATURE)
William Morton Tomlinson, II, Trustee of the
William M. Tomlinson, II Irrevocable Trust dated

OWNER (TYPED OR PRINT)
December 27, 2012

P.O. Box 759, Brea, CA 92822
OWNER'S ADDRESS

9-29-23
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



STATE OF CALIFORNIA
COUNTY OF ORANGE } S.S.

On SEPTEMBER 29, 2023 before me,
ELIZABETH MATTHEWS, NOTARY PUBLIC personally appeared
WILLIAM TOMLINSON, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]* (Seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent
fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

Attachment B4

Project Owner Contact Information

BIG ROCK SOUTH CUP #1, LANDOWNER INFORMATION

CUP Request #	CUP Area	APN	Owner	Contact Information
CUP #1	BR 2 Cluster North	051-270-020	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-270-028	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-270-036	Preece	Jerry Preece 2396 W Vaughn Road El Centro, CA 92243 (760) 339-4856 jerryprycejr@irpreece.com
CUP #1	BR 2 Cluster North	051-270-041	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com
CUP #1	BR 2 Cluster North	051-280-054	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com

BIG ROCK SOUTH CUP #1, LANDOWNER INFORMATION

CUP #1	BR 2 Cluster North	051-300-011	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-300-016	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-300-026	Tomlinson	Tomlinson Management, Inc. PO Box 759 Brea, CA 92822 Attn: William M. Tomlinson (714) 529-1335 bill@tomlinsonmgt.com toment1@aol.com
CUP #1	BR 2 Cluster North	051-300-035	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com
CUP #1	BR 2 Cluster North	051-300-037	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com

BIG ROCK SOUTH CUP #1 LANDOWNER INFORMATION

CUP #1	BR 2 Cluster North / Laurel 2 Cluster North	051-300-036	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com
CUP #1	BR 2 Cluster North /Laurel Cluster 2Noth	051-300-032	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 ir@kuhnandkuhn.com



Imperial County Planning & Development Services Planning / Building / Parks & Recreation

Jim Minnick
DIRECTOR

NOTICE TO APPLICANT

SUBJECT: PAYMENT OF FEES

Dear Applicant:

Pursuant to County Codified Ordinance Division 9, Chapter 1, Section 90901.02, all Land Use Applications must be submitted with their appropriate application fee. Failure to comply will cause application to be rejected.

Please note that once the Department application is received and accepted, a "time track" billing will commence immediately. Therefore, should you decide to cancel or withdraw your project at any time, the amount of time incurred against your project will be billed and deducted from your payment. As a consequence, if you request a refund pursuant to County Ordinance, your refund, if any, will be the actual amount paid minus all costs incurred against the project.

Please note there will be no exceptions to this policy. Thank you for your attention.

Sincerely yours,

Jim Minnick, Director
Planning & Development Services

RECEIVED BY: Stephen Ruy DATE: 3/27/24



29 April 2024

Jim Minnick, Planning Director
C/o Michael Abraham, and Diana Robinson
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
Phone: 442-265-1736

Letter of Request

Dear Mr. Minnick,

90FI 8me LLC (applicant) seeks a variance to deviate from the 120-foot height limit for non-residential structures in the A-2 and A-3 Zones. The applicant is asking for a height limit increase on private lands associated with the Big Rock 2 Cluster Solar Farm Project (Project) to construct an overhead transmission “gen-tie” line that may be mounted on tubular steel poles up to 200 feet in height.

This variance is being requested for the Project, for which the following Conditional Use Permit (CUP) application packages are currently under consideration by Planning and Development Services Department:

- CUP 24-0006
- CUP 24-0007
- CUP 24-0008
- CUP 24-0009

Variance applications for each CUP are included herein. Please contact me if you should need any additional information or materials at this time to fulfill this request at (303) 588-3855 or at jjackson@avantus.com.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Jackson".

Jennifer Jackson
DIRECTOR, PERMITTING
(303) 588-3855 MOBILE

Attachment 2

CUP South

CONDITIONAL USE PERMIT

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME Multiple owners. Please see attachment.	EMAIL ADDRESS Multiple owners. Please see attachment.	
2. MAILING ADDRESS (Street / P O Box, City, State) Multiple owners. Please see attachment.	ZIP CODE See attachment.	PHONE NUMBER See attachment.
3. APPLICANT'S NAME 90FI 8me LLC	CUP Request #2 of 4	
4. MAILING ADDRESS (Street / P O Box, City, State) 4370 Town Center Blvd., Suite 110 El Dorado Hills, CA 95762	ZIP CODE 95762	jjackson@avantus.com 303.588.3855
4. ENGINEER'S NAME TBD	CA. LICENSE NO.	EMAIL ADDRESS
5. MAILING ADDRESS (Street / P O Box, City, State)	ZIP CODE	PHONE NUMBER
6. ASSESSOR'S PARCEL NO. Multiple APNs. Please see attachment.	410 acres	ZONING (existing) A-3
7. PROPERTY (site) ADDRESS Multiple APNs. Please see attachment.	1500 Jessop Rd El Centro	
8. GENERAL LOCATION (i.e. city, town, cross street) Approximately 1 mile southwest of Seely, immediately south of Interstate 8, west of Drew Road and east and north of Mandrapa Road.		
9. LEGAL DESCRIPTION Multiple APNs. Please see attachment.		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	
Please see attachment.	
11. DESCRIBE CURRENT USE OF PROPERTY	Farmland
12. DESCRIBE PROPOSED SEWER SYSTEM	Septic tank with leach field
13. DESCRIBE PROPOSED WATER SYSTEM	IID distribution system and private water treatment facility
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	Above-ground tanks with gallons dedicated fire protection water
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? Please see attachment.

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Stephanie Perry Chief Operating Officer of Avantus LLC,
ultimate parent, duly authorized 3/6/2024
Print Name Stephanie Perry Date
Signature _____
Print Name _____ Date
Signature _____

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY:	_____	DATE	_____	REVIEW / APPROVAL BY	_____
APPLICATION DEEMED COMPLETE BY:	_____	DATE	_____	OTHER DEPT'S required.	
APPLICATION REJECTED BY:	_____	DATE	_____	<input type="checkbox"/> P. W.	
TENTATIVE HEARING BY:	_____	DATE	_____	<input type="checkbox"/> E. H. S.	
FINAL ACTION:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE	_____	<input type="checkbox"/> A. P. C. D.	
		DATE	_____	<input type="checkbox"/> O. E. S.	
		DATE	_____	<input type="checkbox"/> _____	

CUP #
24-007

Attachment B

B1 Legal Description

B2 Indemnification Forms

B3 Owner Affidavits

B4 Project Owner Contact Information

Attachment B1

Legal Description

Legal Descriptions:

Big Rock 2 Cluster South (CUP Request #2)

	APN	Zoning	Acres
1	051-330-003	A-3	246.5
2	051-350-004	A-3	57.4
3	051-350-006	A-3	26.3
4	051-350-007	A-3	40.0
5	051-350-008	A-3	40.0
	TOTAL ACRES		410

Landowners: Whitmer, La Valle Sabbia

Whitmer

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER 4 OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER PLAT OF THE U.S. GOVERNMENT RE-SURVEY APPROVED MARCH 15, 1909 AND ON FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA, LYING SOUTH OF THE CENTER LINE OF THE DIXIE DRAIN NO. 3-A AS SAID DRAIN WAS LOCATED ON FEBRUARY 20, 1951.

APN: 051-350-006-000

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, ALL IN TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., ACCORDING TO THE UNITED STATES GOVERNMENT PLAT OF RE-SURVEY APPROVED MARCH 15, 1909, AND ON FILE IN THE UNITED STATES LAND OFFICE AT LOS ANGELES, CALIFORNIA.

APN: 051-350-008-000

La Valle Sabbia

PARCEL 1:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 50% OF ALL RIGHTS IN OIL, GAS, STEAM, GEOTHERMAL RESOURCES AND MINERALS LOCATED ON OR UNDER THE PROPERTY, AS RESERVED BY SAM ETCHEGARAY, MARRIED MAN, IN DEED RECORDED OCTOBER 14, 1981 AS FILE NO. 10, IN BOOK 1475, PAGE 1660 OF OFFICIAL RECORDS.

APN: 051-330-003

PARCEL 2:

THOSE PORTIONS OF THE NORTH HALF OF NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., LYING NORTH AND EAST OF THE CENTER LINE OF THE WEST SIDE MAIN CANAL, AND SOUTH OF THE WEST OF THE CENTER LINE OF THE DIXIE DRAIN NO. 3, AS SAID CANAL AND DRAIN WERE LOCATED ON DECEMBER 14, 1954, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 50% OF ALL RIGHTS IN OIL, GAS, STEAM, GEOTHERMAL RESOURCES AND MINERALS LOCATED ON OR UNDER THE PROPERTY, AS RESERVED BY SAM ETCHEGARY, A MARRIED MAN, IN DEED RECORDED OCTOBER 14, 1981 AS FILE NO. 10, IN BOOK 1475, PAGE 1660 OF OFFICIAL RECORDS.

APN: 051-350-004

PARCEL 3:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, S.B.M., IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED ONE HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM SAID LAND, AS RESERVED BY HARVEY P. JONES, PAUL M. JONES AND CONSTANCE L. JONES, IN DEED RECORDED OCTOBER 25, 1955 IN BOOK 922, PAGE 303 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM 50% OF ALL RIGHTS IN OIL, GAS, STEAM, GEOTHERMAL RESOURCES AND MINERALS LOCATED ON OR UNDER THE PROPERTY, AS RESERVED BY SAM ETCHEGARY, A MARRIED MAN, IN DEED RECORDED OCTOBER 14, 1981 AS FILE NO. 10, IN BOOK 1475, PAGE 1660 OF OFFICIAL RECORDS.

APN: 051-350-007

Attachment B2

Indemnification Forms

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT


As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at El Centro California on February 6th, 2024

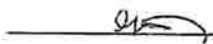
APPLICANT

Name: 90FI 8me LLC, Michael Hertz
 By: 
 Title: CCO of Avantus LLC, ultimate parent, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST
(If different from Applicant)

Name: Alex Abatti, Jr.
 By: 
 Title: President of La Valle Sabbia, Inc.

Mailing Address:

APNs 051-350-007, 051-350-004
and 051-330-003

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS_USTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Hraly
 By: [Signature]
 Title: CEO of Avantus LLC, Ultimate Owner, duly authorized

Mailing Address:
c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST
(If different from Applicant)

Name: Randall R. Whitmer
 By: [Signature]
 Title: Trustee of the Randall R. Whitmer Trust
Created January 15, 2007

Mailing Address:
APNs 051-350-006 and 051-350-008

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS_LISTS\General Indemnification FORM 041518.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Los Angeles California on February 21, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy

By 

Title CEO of Avantus LLC, ultimate parent, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST

(If different from Applicant)

Name Ted L. Whitmer

By 

Title Sole Surviving Trustee of the Whitmer Family Trust
Created on December 15, 2006

Mailing Address:

APNs 051-350-006 and 051-350-008

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS _ LISTS\General Indemnification FORM 041516.doc

MAIN OFFICE: 801 Main Street El Centro, CA 92243 (442) 265-1736 FAX: (442) 265-1735 E-MAIL: planning@coimperial.ca.us

Attachment B3

Owner Affidavits

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-350-007, 051-350-004 and 051-330-003 is hereby granted.

Alex Abatti Jr.
OWNER (SIGNATURE)
Alex Abatti Jr.
OWNER (TYPED OR PRINT)
2015 Silsbee Rd. El Centro Ca. 92243
OWNER'S ADDRESS
09/19/2023
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

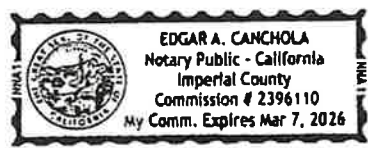
STATE OF CALIFORNIA
COUNTY OF Imperial } S.S.

On September 19th, 2023 before me, personally appeared
Notary Public - Edgar A. Canchola
Cinco Alexander Abatti Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document owner's Affidavit
Number of Pages 1 Date of Document 9/19/2023
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number

(APN) 051-350-008 and 051-350-006 is hereby granted.

Ted L Whitmer
OWNER (SIGNATURE)

Ted Loyal Whitmer
OWNER (TYPED OR PRINT)

1095 S. 18th St, El Centro, CA 92543
OWNER'S ADDRESS

Sept 18, 2023
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Imperial } S.S.

On September 18, 2023 before me,
Gabriela B. Ramirez Notary Public, Ted Loyal Whitmer personally appeared
Ted Loyal Whitmer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document Owner's Affidavit
Number of Pages 1 Date of Document Sept 18, 2023
Signer(s) Other Than Named Above NA

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-350-008 and 051-350-006 is hereby granted.

Randall R. Whitmer
OWNER (SIGNATURE)

Randall Richard Whitmer
OWNER (TYPED OR PRINT)

1803 Farmer Dr, El Centro, CA 92543
OWNER'S ADDRESS

Sept 18, 2023
DATE

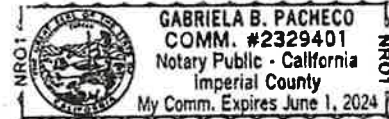
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Imperial } S.S.

On September 18, 2023 before me,
Gabriela B Pacheco, Notary Public personally appeared
Randall Richard Whitmer, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document Owner's Affidavit
Number of Pages 1 Date of Document Sept 18, 2023
Signer(s) Other Than Named Above N/A

Attachment B4

Project Owner Contact Information

BIG ROCK SOUTH CUP #2, LANDOWNER INFORMATION

CUP Request #	CUP Area	APN	Owner	Contact Information
CUP #2	Bigi Rock 2 Cluster South	051-330-003	La Valle Sabbia	La Valle Sabbia, Inc. Attn: Alex Abatti Jr. and Antonette Abatti 2015 Silsbee Road El Centro, CA 92243 (760) 353-3336 aabatti@abatti.com aabatti1@abatti.com
CUP #2	Bigi Rock 2 Cluster South	051-350-004	La Valle Sabbia	La Valle Sabbia, Inc. Attn: Alex Abatti Jr. and Antonette Abatti 2015 Silsbee Road El Centro, CA 92243 (760) 353-3336 aabatti@abatti.com aabatti1@abatti.com
CUP #2	Bigi Rock 2 Cluster South	051-350-006	Whitmer	Randall Whitmer 1803 Farmer Dr. El Centro, CA 92243 (760) 482-0745 sikninwhitmer@gmail.com Ted Whitmer 1095 S. 18 th Steet El Centro, CA 92243 (760) 353-1683
CUP #2	Bigi Rock 2 Cluster South	051-350-007	La Valle Sabbia	La Valle Sabbia, Inc. Attn: Alex Abatti Jr. and Antonette Abatti 2015 Silsbee Road El Centro, CA 92243 (760) 353-3336 aabatti@abatti.com aabatti1@abatti.com

BIG ROCK SOUTH CUP #2, LANDOWNER INFORMATION

CUP Request #	CUP Area	APN	Owner	Contact Information
CUP #2	Bigi Rock 2 Cluster South	051-350-008	Whitmer	Randall Whitmer 1803 Farmer Dr. El Centro, CA 92243 (760) 482-0745 sikninwhitmer@gmail.com Ted Whitmer 1095 S. 18 th Steet El Centro, CA 92243 (760) 353-1683



Imperial County Planning & Development Services Planning / Building / Parks & Recreation

Jim Minnick
DIRECTOR

NOTICE TO APPLICANT

SUBJECT: PAYMENT OF FEES

Dear Applicant:

Pursuant to County Codified Ordinance Division 9, Chapter 1, Section 90901.02, all Land Use Applications must be submitted with their appropriate application fee. Failure to comply will cause application to be rejected.

Please note that once the Department application is received and accepted, a "time track" billing will commence immediately. Therefore, should you decide to cancel or withdraw your project at any time, the amount of time incurred against your project will be billed and deducted from your payment. As a consequence, if you request a refund pursuant to County Ordinance, your refund, if any, will be the actual amount paid minus all costs incurred against the project.

Please note there will be no exceptions to this policy. Thank you for your attention.

Sincerely yours,

Jim Minnick, Director
Planning & Development Services

RECEIVED BY:

DATE:

3/27/24



29 April 2024

Jim Minnick, Planning Director
C/o Michael Abraham, and Diana Robinson
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
Phone: 442-265-1736

Letter of Request

Dear Mr. Minnick,

90FI 8me LLC (applicant) seeks a variance to deviate from the 120-foot height limit for non-residential structures in the A-2 and A-3 Zones. The applicant is asking for a height limit increase on private lands associated with the Big Rock 2 Cluster Solar Farm Project (Project) to construct an overhead transmission “gen-tie” line that may be mounted on tubular steel poles up to 200 feet in height.

This variance is being requested for the Project, for which the following Conditional Use Permit (CUP) application packages are currently under consideration by Planning and Development Services Department:

- CUP 24-0006
- CUP 24-0007
- CUP 24-0008
- CUP 24-0009

Variance applications for each CUP are included herein. Please contact me if you should need any additional information or materials at this time to fulfill this request at (303) 588-3855 or at jjackson@avantus.com.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Jackson".

Jennifer Jackson
DIRECTOR, PERMITTING
(303) 588-3855 MOBILE

Attachment 3

CUP East

CONDITIONAL USE PERMIT

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME Multiple owners. Please see attachment.	EMAIL ADDRESS Multiple owners. Please see attachment.	
2. MAILING ADDRESS (Street / P O Box, City, State) Multiple owners. Please see attachment.	ZIP CODE See attachment.	PHONE NUMBER See attachment.
3. APPLICANT'S NAME 90FI 8me LLC	CUP Request #3 of 4	
4. MAILING ADDRESS (Street / P O Box, City, State) 4370 Town Center Blvd., Suite 110 El Dorado Hills, CA 95762	ZIP CODE 95762	jjackson@avantus.com 303.588.3855
4. ENGINEER'S NAME TBD	CA. LICENSE NO.	EMAIL ADDRESS
5. MAILING ADDRESS (Street / P O Box, City, State)	ZIP CODE	PHONE NUMBER
6. ASSESSOR'S PARCEL NO. Multiple APNs. Please see attachment.	160 acres	ZONING (existing) A-2-RE
7. PROPERTY (site) ADDRESS Multiple APNs. Please see attachment.	1520 Jessup Rd. El Centro	
8. GENERAL LOCATION (i.e. city, town, cross street) Approximately 1 mile southwest of Seely, immediately south of Interstate 8, west of Drew Road and east and north of Mandrapa Road.		
9. LEGAL DESCRIPTION Multiple APNs. Please see attachment.		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail) Please see attachment.	Re-entitlement of Laurel Cluster 2 South CUP #21-0013
11. DESCRIBE CURRENT USE OF PROPERTY	Farmland
12. DESCRIBE PROPOSED SEWER SYSTEM	Septic tank with leach field
13. DESCRIBE PROPOSED WATER SYSTEM	IID distribution system and private water treatment facility
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	Above-ground tanks with gallons dedicated fire protection water
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? Please see attachment.

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Stephanie Perry Chief Operating Officer of Avantus LLC,
ultimate parent, duly authorized 3/6/2024
Print Name Stephanie Perry Date
Signature _____
Print Name _____ Date
Signature _____

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY: _____	DATE _____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY: _____	DATE _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY: _____	DATE _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY: _____	DATE _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE _____	<input type="checkbox"/> O. E. S.
		<input type="checkbox"/> _____
		<input type="checkbox"/> _____

CUP #
24-0008

Attachment B

B1 Legal Description

B2 Indemnification Forms

B3 Owner Affidavits

B4 Project Owner Contact Information

Attachment B1

Legal Description

Legal Descriptions:

Big Rock 2 Cluster East/ Laurel 2 South CUP (to be re-entitled) (CUP Request #3)

	APN	Zoning	Acres
	<i>Laurel Cluster 2 South CUP #21-0013 (Expires Dec. 2024)</i>		
1	051-310-027	A-2-R-RE	120.0
2	051-310-028	A-2-R-RE	39.9
		Total	160

Landowners: Kuhn

Kuhn

Kuhn A

Parcel C:

Tract 53, Township 16 South, Range 12 East, San Bernardino Meridian, County of Imperial, State of California, according to the Official Plat thereof.

Excepting therefrom the North 40 acres thereof.

APN: 051-310-027

Parcel D:

The West half of Tract 45-B, Township 16 South, Range 12 East, San Bernardino Meridian, County of Imperial, State of California, according to the Official Plat thereof.

APN: 051-310-028

Attachment B2

Indemnification Forms

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

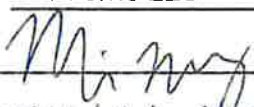
As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.


Executed at Los Angeles California on March 13, 2024

APPLICANT

Name: 90FI 8me LLC
By: 
Title: Michael Healy, Chief Commercial Officer
of Avantus LLC, Ultimate parent, duly authorized
Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST (If different from Applicant)

Name: John Kuhn
By: 
Title: Sole Trustee of the Madeline Kuhn Legacy Trust

Mailing Address: 473 Savannah Hwy
Charleston, SC 29407
APNs 051-300-032, 051-300-036, 051-310-027,
051-310-028

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS _LISTS\General Indemnification FORM 041515.doc

Attachment B3

Owner Affidavits

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-300-032, 051-300-036, 051-310-027, 051-310-028 is hereby granted.

[Signature]
OWNER (SIGNATURE)

John Kuhn
OWNER (TYPED OR PRINT)

473 Savannah Hwy
OWNER'S ADDRESS

Charleston, SC 29407

DATE 3/4/24

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA South Carolina
COUNTY OF Imperial Charleston S.S.

On MARCH 4 2024 before me,
MICHELLE L. CAVANAUGH personally appeared
JOHN KUHN, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent a fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

Attachment B4

Project Owner Contact Information

BIG ROCK SOUTH CUP #3, LANDOWNER INFORMATION

CUP Request #	CUP Area	APN	Owner	Contact Information
CUP #3	Big Rock 2 Cluster East/Laurel 2 Cluster South	051-310-027	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 jk@kuhnandkuhn.com
CUP #3	Big Rock 2 Cluster East/Laurel 2 Cluster South	051-310-028	Kuhn	John Kuhn 1904 Savannah Highway, Suite 202 Charleston, SC 29407 (843) 708-2188 jk@kuhnandkuhn.com



Imperial County Planning & Development Services Planning / Building / Parks & Recreation

Jim Minnick
DIRECTOR

NOTICE TO APPLICANT

SUBJECT: PAYMENT OF FEES

Dear Applicant:

Pursuant to County Codified Ordinance Division 9, Chapter 1, Section 90901.02, all Land Use Applications must be submitted with their appropriate application fee. Failure to comply will cause application to be rejected.

Please note that once the Department application is received and accepted, a "time track" billing will commence immediately. Therefore, should you decide to cancel or withdraw your project at any time, the amount of time incurred against your project will be billed and deducted from your payment. As a consequence, if you request a refund pursuant to County Ordinance, your refund, if any, will be the actual amount paid minus all costs incurred against the project.

Please note there will be no exceptions to this policy. Thank you for your attention.

Sincerely yours,

Jim Minnick, Director
Planning & Development Services

RECEIVED BY:

DATE:

3/27/24



29 April 2024

Jim Minnick, Planning Director
C/o Michael Abraham, and Diana Robinson
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
Phone: 442-265-1736

Letter of Request

Dear Mr. Minnick,

90FI 8me LLC (applicant) seeks a variance to deviate from the 120-foot height limit for non-residential structures in the A-2 and A-3 Zones. The applicant is asking for a height limit increase on private lands associated with the Big Rock 2 Cluster Solar Farm Project (Project) to construct an overhead transmission “gen-tie” line that may be mounted on tubular steel poles up to 200 feet in height.

This variance is being requested for the Project, for which the following Conditional Use Permit (CUP) application packages are currently under consideration by Planning and Development Services Department:

- CUP 24-0006
- CUP 24-0007
- CUP 24-0008
- CUP 24-0009

Variance applications for each CUP are included herein. Please contact me if you should need any additional information or materials at this time to fulfill this request at (303) 588-3855 or at jjackson@avantus.com.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Jackson".

Jennifer Jackson
DIRECTOR, PERMITTING
(303) 588-3855 MOBILE

Attachment 4

CUP West

CONDITIONAL USE PERMIT

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME Multiple owners. Please see attachment.	EMAIL ADDRESS Multiple owners. Please see attachment.	
2. MAILING ADDRESS (Street / P O Box, City, State) Multiple owners. Please see attachment.	ZIP CODE See attachment.	PHONE NUMBER See attachment.
3. APPLICANT'S NAME 90FI 8me LLC	CUP Request #4 of 4	
4. MAILING ADDRESS (Street / P O Box, City, State) 4370 Town Center Blvd., Suite 110 El Dorado Hills, CA 95762	ZIP CODE 95762	jjackson@avantus.com 303.588.3855
4. ENGINEER'S NAME TBD	CA. LICENSE NO.	EMAIL ADDRESS
5. MAILING ADDRESS (Street / P O Box, City, State)	ZIP CODE	PHONE NUMBER
6. ASSESSOR'S PARCEL NO. Multiple APNs. Please see attachment.	249 acres	ZONING (existing) A-2-R, A-3
7. PROPERTY (site) ADDRESS Multiple APNs. Please see attachment.	1520 Jessup Rd. El Centro	
8. GENERAL LOCATION (i.e. city, town, cross street) Approximately 1 mile southwest of Seely, immediately south of Interstate 8, west of Drew Road and east and north of Mandrapa Road.		
9. LEGAL DESCRIPTION Multiple APNs. Please see attachment.		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail) Please see attachment.	
11. DESCRIBE CURRENT USE OF PROPERTY	Farmland
12. DESCRIBE PROPOSED SEWER SYSTEM	Septic tank with leach field
13. DESCRIBE PROPOSED WATER SYSTEM	IID distribution system and private water treatment facility
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	Above-ground tanks with gallons dedicated fire protection water
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? Please see attachment.

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Stephanie Perry Chief Operating Officer of Avantus LLC, ultimate parent, duly authorized 3/6/2024
Print Name _____ Date _____

Signature _____

Print Name _____ Date _____

Signature _____

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY: _____	DATE _____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY: _____	DATE _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY: _____	DATE _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY: _____	DATE _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE _____	<input type="checkbox"/> O. E. S.
		<input type="checkbox"/> _____
		<input type="checkbox"/> _____

CUP #
24-0009

Attachment B

B1 Legal Description

B2 Indemnification Forms

B3 Owner Affidavits

B4 Project Owner Contact Information

Attachment B1

Legal Description

Legal Descriptions:

Big Rock 2 Cluster West (CUP Request #4)

	APN	Zoning	Acres
1	051-290-018	A-2-R	79.8
2	051-290-019	A-3	48.7
3	051-320-005	A-3	45.0
4	051-320-006	A-3	39.9
5	051-320-007	A-3	35.3
		TOTAL ACRES	249

Landowners: Derrick-Downs, Brundy

Derrick-Downs

Parcel A:

That part of the Southwest quarter of the Northeast quarter, and of Lot 2 of Section 29, lying North of Foxglove Lateral No. 1, and East of the East right of way line of Dixie No. 2 Drain, and also, all that part of the Northwest quarter of the Northeast quarter of Section 29, lying East of the East right of way line of Dixie No. 2 Drain and within Tract 107, and also the Southwest quarter of the Southeast of Section 20, lying East of the East right of way lines of Dixie No. 2 Drain and wholly within Tract 107, all in Township 16 South, Range 12 East, San Bernardino Base and Meridian, as per map of the Resurvey approved June 14, 1910 and filed in the United States Land Office at Los Angeles, California.

APN: 051-290-019

Parcel B:

That part of the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 29, Township 16 South, Range 12 East, San Bernardino Base and Meridian, according to the United States Government Play of Resurvey approved June 14, 1910 and on file in the United States Land Office at Los Angeles, California, lying East of the East right of way of Dixie Drain No. 2, South of the Foxglove Lateral Canal No. 1 and West of the County Road as it is now located.

APN: 051-320-005

Brundy

Parcel I:

Lot 1 of Section 29, Township 16 South, Range 12 East, San Bernardino Base and Meridian, together with that portion of Tract 107, lying within the Southeast quarter of the Southeast quarter of Section 20 and the Northeast quarter of the Northeast quarter of Section 29, all in Township 16 South, Range 12 East, San Bernardino Base and Meridian, in an unincorporated area of the County of Imperial, State of California, according to the official government plat thereof.

APN: 051-290-018-0

Parcel II:

The Northeast quarter of the Southeast quarter of Section 29, Township 16 South, Range 12 East, San Bernardino Base and Meridian, according to the plat of resurvey approved and filed in the District Land Office;

Excepting that portion lying southwesterly of the northeasterly right(s) of way line of Dixie Drain No. 2.

APN: 051-320-007

Parcel III:

The Southeast quarter of the Northeast quarter of Section 29, Township 16 South, Range 12 East, San Bernardino Base and Meridian, according to the plat of resurvey approved and filed in the District Land Office.

APN: 051-320-006

Attachment B2

Indemnification Forms

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at El Centro California on Jan, 25, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy
 By M Healy
 Title CCO of Avantus LLC, ultimate parent, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST
 (If different from Applicant)

Name Thomas D. Brundy and Karen D. Brundy

By Thomas D. Brundy & Karen Brundy
 Title husband and wife as joint tenants

Mailing Address:

APNs 051-320-007, 051-320-006 and 051-290-018

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS _ LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Imperial, CA California on 1/25/ 2024

APPLICANT

Name: 90FJ 8me LLC, Michael Healy

By [Signature]

Title CEO of Avantis LLC, ultimate parent, duly authorized

Mailing Address:

c/o Avantis Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST

(If different from Applicant)

Name Timothy ~~Derrick~~ Derrick

By [Signature]

Title an individual

Mailing Address:

APNs 051-320-005 and 051-290-019

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS_LISTS\General Indemnification FORM 041516.doc

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at Imperial California on Jan-24, 2024

APPLICANT

Name: 90FI 8me LLC, Michael Healy

By Mi M

Title CEO of Avantus LLC, ultimate parent, duly authorized

Mailing Address:

c/o Avantus Clean Energy LLC
4370 Town Center Blvd., Suite 110
El Dorado Hills, CA 95762

REAL PARTY IN INTEREST

(If different from Applicant)

Name Susan Downs

By Susan Downs

Title an individual

Mailing Address:

APNs 051-320-005 and 051-290-019

ACCEPTED/RECEIVED BY _____ Date _____

PROJECT ID NO _____ APN _____

S:\FORMS_LISTS\General Indemnification FORM 041516.doc

Attachment B3

Owner Affidavits

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

2525 West Vaughn Rd., El Centro CA 92243 Further identified by Assessor's Parcel Number

(APN) 051-320-005 and 051-290-019 is hereby granted.

Timothy Olin Derrick
OWNER (SIGNATURE)

Timothy Olin Derrick
OWNER (TYPED OR PRINT)

600 North D St., Imperial, CA 92251
OWNER'S ADDRESS

9/21/2023
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

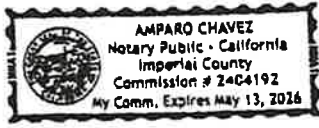
STATE OF CALIFORNIA
COUNTY OF Imperial) S.S.

On September 21, 2023 before me,
Amparo Chavez Notary Public personally appeared
Timothy Olin Derrick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document Owner's Affidavit
Number of Pages 1 Date of Document 09/21/23
Signer(s) Other Than Named Above No other signers

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address

(State permit type clearly i.e. building, land used)
2525 W. Vaughn Rd. - CA Further identified by Assessor's Parcel Number

(APN) 051-320-005 and 051-290-019 is hereby granted.

Susan Downs
OWNER (SIGNATURE)

Susan Downs
OWNER (TYPED OR PRINT)

490 W. Belford Rd, Imperial, CA
OWNER'S ADDRESS

9-21-2023 92251
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

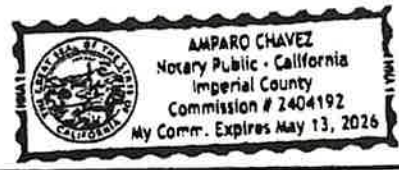
STATE OF CALIFORNIA
COUNTY OF Imperial } S.S.

On September 21, 2023 before me,
Amparo Chavez, Notary Public personally appeared
Susan Lee Downs, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent
fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document Owners Affidavit
Number of Pages 1 Date of Document 09/21/23
Signer(s) Other Than Named Above No other signers

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-320-007, 051-320-006 and 051-290-018 is hereby granted.

[Signature]
OWNER SIGNATURE

Tom Brundy
OWNER (TYPED OR PRINT)

1452 McCabe Cove Rd. El Centro Ca.
OWNER'S ADDRESS

9/18/2023
DATE

9224

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

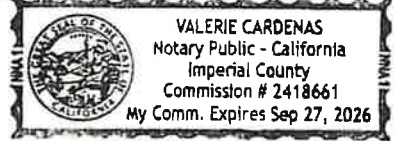
STATE OF CALIFORNIA
COUNTY OF Imperial S.S.

On September 18, 2023 before me,
Valerie Cardenas personally appeared
Tom Brundy, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent
fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to 90FI 8ME LLC to apply for this
(Lessee, Tenant, Contractor-Specify)

any and all permits, applications and CEQA actions on the described property located at address
(State permit type clearly i.e. building, land used)

Further identified by Assessor's Parcel Number
(APN) 051-320-007, 051-320-006 and 051-290-018 is hereby granted.

Karen Brundy
OWNER (SIGNATURE)

Karen BRUNDY
OWNER (TYPED OR PRINT)

1452 McCabe Cove Rd.
OWNER'S ADDRESS

9/18/23
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

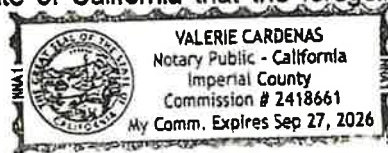
STATE OF CALIFORNIA
COUNTY OF Imperial } S.S.

On September 18, 2023 before me,
Karen Brundy Valerie Cardenas personally appeared
Karen Brundy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

Attachment B4

Project Owner Contact Information

BIG ROCK 2 CLUSTER WEST, CUP #4 LANDOWNER INFORMATION

CUP Request #	CUP Area	APN	Owner	Contact Information
CUP #4	Big Rock 2 Cluster West	051-290-019	Derrick/Downs	Timothy Derrick 600 N. D Street Imperial, CA 92251 (760) 996-0361 tderrick@sbcglobal.net Susan Downs 490 W. Belford Road Imperial, CA 92251 (760) 554-4856 susandowns@gmail.com
CUP #4	Big Rock 2 Cluster West	051-320-005	Derrick/Downs	Timothy Derrick 600 N. D Street Imperial, CA 92251 (760) 996-0361 tderrick@sbcglobal.net Susan Downs 490 W. Belford Road Imperial, CA 92251 (760) 554-4856 susandowns@gmail.com
CUP #4	Big Rock 2 Cluster West	051-320-006	Brundy	Thomas D. Brundy and Karen D. Brundy 1452 McCabe Cove Road El Centro, CA 92243 (760) 768-3010 tbrundy@thegrid.net
CUP #4	Big Rock 2 Cluster West	051-320-007	Brundy	Thomas D. Brundy and Karen D. Brundy 1452 McCabe Cove Road El Centro, CA 92243 (760) 768-3010 tbrundy@thegrid.net

BIG ROCK 2 CLUSTER WEST, CUP #4 LANDOWNER INFORMATION

CUP Request #	CUP Area	APN	Owner	Contact Information
CUP #4	Big Rock 2 Cluster West	051-290-018	Brundy	Thomas D. Brundy and Karen D. Brundy 1452 McCabe Cove Road El Centro, CA 92243 (760) 768-3010 tbrundy@thegrid.net



Imperial County Planning & Development Services Planning / Building / Parks & Recreation

Jim Minnick
DIRECTOR

NOTICE TO APPLICANT

SUBJECT: PAYMENT OF FEES

Dear Applicant:

Pursuant to County Codified Ordinance Division 9, Chapter 1, Section 90901.02, all Land Use Applications must be submitted with their appropriate application fee. Failure to comply will cause application to be rejected.

Please note that once the Department application is received and accepted, a "time track" billing will commence immediately. Therefore, should you decide to cancel or withdraw your project at any time, the amount of time incurred against your project will be billed and deducted from your payment. As a consequence, if you request a refund pursuant to County Ordinance, your refund, if any, will be the actual amount paid minus all costs incurred against the project.

Please note there will be no exceptions to this policy. Thank you for your attention.

Sincerely yours,

Jim Minnick, Director
Planning & Development Services

RECEIVED BY:

DATE:

3/27/24



29 April 2024

Jim Minnick, Planning Director
C/o Michael Abraham, and Diana Robinson
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
Phone: 442-265-1736

Letter of Request

Dear Mr. Minnick,

90FI 8me LLC (applicant) seeks a variance to deviate from the 120-foot height limit for non-residential structures in the A-2 and A-3 Zones. The applicant is asking for a height limit increase on private lands associated with the Big Rock 2 Cluster Solar Farm Project (Project) to construct an overhead transmission "gen-tie" line that may be mounted on tubular steel poles up to 200 feet in height.

This variance is being requested for the Project, for which the following Conditional Use Permit (CUP) application packages are currently under consideration by Planning and Development Services Department:

- CUP 24-0006
- CUP 24-0007
- CUP 24-0008
- CUP 24-0009

Variance applications for each CUP are included herein. Please contact me if you should need any additional information or materials at this time to fulfill this request at (303) 588-3855 or at jjackson@avantus.com.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Jackson".

Jennifer Jackson
DIRECTOR, PERMITTING
(303) 588-3855 MOBILE

ATTACHMENT “F”
ALUC POLICIES—CHAPTER 2

Policies

1. SCOPE OF REVIEW

1. Geographic Area of Concern

The Imperial County Airport Land Use Commission's planning area encompasses:

1. *Airport Vicinity* - All lands on which the uses could be negatively affected by present or future aircraft operations at the following airports in the County and lands on which the uses could negatively affect said airports. The specific limits of the planning area for each airport are depicted on the respective *Compatibility Map* for that airport as presented in Chapter 3.
 - (a) Brawley Municipal Airport.
 - (b) Calexico International Airport.
 - (c) Calipatria Municipal Airport.
 - (d) Holtville Airport.
 - (e) Imperial County Airport.
 - (f) Salton Sea Airport.
 - (g) Naval Air Facility El Centro.

2. *Countywide Impacts on Flight Safety* - Those lands, regardless of their location in the County, on which the uses could adversely affect the safety of flight in the County. The specific uses of concern are identified in Paragraph 2.
3. *New Airports and Heliports* - The site and environs of any proposed new airport or heliport anywhere in the County. The Brawley Pioneers Memorial Hospital has a heliport area on-site.

2. Types of Airport Impacts

The Commission is concerned only with the potential impacts related to aircraft noise, land use safety (with respect both to people on the ground and the occupants of aircraft), airspace protection, and aircraft overflights. Other impacts sometimes created by airports (e.g., air pollution, automobile traffic, etc.) are beyond the scope of this plan. These impacts are within the authority of other local, state, and federal agencies and are addressed within the environmental review procedures for airport development.

3. Types of Actions Reviewed

1. *General Plan Consistency Review* - Within 180 days of adoption of the *Airport Land Use Compatibility Plan*, the Commission shall review the general plans and specific plans of affected local jurisdictions to determine their consistency with the Commission's policies. Until such time as (1) the Commission finds that the local general plan or specific plan is consistent with the *Airport Land Use Compatibility Plan*, or (2) the local agency has overruled the Commission's determination of inconsistency, the local jurisdiction shall refer all actions, regulations, and permits (as specified in Paragraph 3) involving the airport area of influence to the Commission for review (Section 21676.5 (a)).
2. *Statutory Requirements* - As required by state law, the following types of actions shall be referred to the Airport Land Use Commission for determination of consistency with the Commission's plan *prior to their approval* by the local jurisdiction:

- (a) The adoption or approval of any amendment to a general or specific plan affecting the Commission's geographic area of concern as indicated in Paragraph 1 (Section 21676 (b)).
- (b) The adoption or approval of a zoning ordinance or building regulation which (1) affects the Commission's geographic area of concern as indicated in Paragraph 1 and (2) involves the types of airport impact concerns listed in Paragraph 2 (Section 21676 (b)).
- (c) Adoption or modification of the master plan for an existing public-use airport (Section 21676 (c)).
- (d) Any proposal for a new airport or heliport whether for public use or private use (Section 21661.5).

3. *Other Project Review* - State law empowers the Commission to review additional types of land use "actions, regulations, and permits" involving a question of airport/land use compatibility if either: (1) the Commission and the local agency agree that these types of individual projects shall be reviewed by the Commission (Section 21676.5 (b)); or (2) the Commission finds that a local agency has not revised its general plan or specific plan or overruled the Commission and the Commission requires that the individual projects be submitted for review (Section 21676.5 (a)). For the purposes of this plan, the specific types of "actions, regulations, and permits" which the Commission shall review include:

- a) Any proposed expansion of a city's sphere of influence within an airport's planning area.
- b) Any proposed residential planned unit development consisting of five or more dwelling units within an airport's planning area.
- c) Any request for variance from a local agency's height limitation ordinance.
- d) Any proposal for construction or alteration of a structure (including antennas) taller than 150 feet above the ground anywhere within the County.

- e) Any major capital improvements (e.g., water, sewer, or roads) that would promote urban development.
- f) Proposed land acquisition by a government entity (especially, acquisition of a school site).
- g) Building permit applications for projects having a valuation greater than \$500,000.
- h) Any other proposed land use action, as determined by the local planning agency, involving a question of compatibility with airport activities.

4. Review Process

1. *Timing of Project Submittal* - Proposed actions listed in Paragraph 3.1 must be submitted to the Commission for review prior to approval by the local government entity. All projects shall be referred to the Commission at the earliest reasonable point in time so that the Commission's review can be duly considered by the local jurisdiction prior to formalizing its actions. At the local government's discretion, submittal of a project for Airport Land Use Commission review can be done before, after, or concurrently with review by the local planning commission or other local advisory bodies.
2. *Commission Action Choices* - When reviewing a land use project proposal, the Airport Land Use Commission has a choice of either of two actions: (1) find the project *consistent* with the *Airport Land Use Compatibility Plan*; or, (2) find the project *inconsistent* with the Plan. In making a finding of inconsistency, the Commission may note the conditions under which the project would be consistent with the Plan. The Commission cannot, however, find a project consistent with the Plan subject to the inclusion of certain conditions in the project.