



# Imperial County Planning & Development Services Planning / Building

Jim Minnick  
DIRECTOR

August 29, 2024

**SUBJECT: REQUEST FOR PROPOSAL – MONITORING & COMPLIANCE  
PROJECT: VEGA 4 SES SOLAR ENERGY STORAGE PROJECT  
CUP # 20-0020**

Ladies and Gentlemen:

The Imperial County Planning & Development Services Department (ICPDS) is soliciting proposals for the third-party monitoring and compliance for the VEGA 4 SES SOLAR ENERGY STORAGE project. **Proposals will be accepted thru September 30, 2024; and any proposals received after September 30, 2024, will not be considered.**

ICPDS will act as the "Lead Agency" during all phases including the Laydown, Move On, pre-construction, construction phase, and operational phase of the VEGA SES 4 project. The successful consultant will work directly for ICPDS on all phases including construction.

The Developer and Ownership of this facility will have their own monitoring and compliance contractor on site during all phases of construction and initial operation. This contractor will work directly for them and be responsible for required surveys, mitigation measures requirements and compliance on the conditions of approval for CUP #20-0020.

**The County's third-party monitoring team will be responsible for reviewing the developer's and their contractors compliance on the mitigations and conditions of approval during construction and reporting directly to County staff.**

**THIRD PARTY MONITORING WILL INCLUDE:**

1. The Laydown Phase which will allow for solar equipment to be delivered within the development area.
2. The initial Move On Phase where construction trailers and equipment will be used for construction;
3. The Pre-Construction Phase including all reports
  - *A dust control plan review*
  - *Pest Management Plan, review*
  - *Storm-water Pollution Prevention Plan (SWPPP),*
  - *Hazardous Materials Business Plan, etc. review*
  - *Surveys for nesting birds and burrowing owls. reviews*
  - *Biological surveys and written reports for the construction area reviews*
  - *WEAP training review.*
4. ***Paleontological, culture, and archeological work*** required by the MMR&P's and CUP conditions and or as requested by the Imperial County Planning & Development Services Department review of work done.
5. ***Costs for writing compliance reports***

6. **Costs for conducting onsite monitoring and documenting** whether the Project complies with the conditions of the County permits
7. **Costs for attending meetings with the Contractor, State Agencies, or Local Agencies** on site or via phone conference as well as writing reports documenting these meetings
8. **Costs for training and maintaining a Workers Environmental Awareness Program (WEAP)** training for all workers and contractors working on site during Pre-construction & construction activities.

The estimated project construction completion is one (1) year. The construction is scheduled to begin in the Spring months of 2025; however, the duration of requested service to carry out the Scope of Work may vary. The laydown area may start to receive truck deliveries in early 2025.

**The DEIR and FEIR approved by the Board of Supervisors for the VEGA 4 SES SOLAR AND BATTERY project can be reviewed on the Imperial County's Planning & Development Services website. (ICPDS.COM)**

If you have any questions, you may contact David Black, Project Planner, by phone at (442) 265-1736, extension 1746 or by email at [davidblack@co.imperial.ca.us](mailto:davidblack@co.imperial.ca.us)

Sincerely,

By:   
David Black  
Planner IV

Jim Minnick, Director  
Planning & Development Services Department

Attachments: Recorded CUP

CC:

Jim Minnick, Director of Planning and Development Services  
Michael Abraham, AICP, Assistant Director of Planning & Development Services  
Project File: VEGA 4 SES  
APN 059-300-015  
Files:10.102; 10.101;10.110  
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RECORDING REQUESTED BY AND

**CHUCK STOREY**  
COUNTY CLERK-RECORDER

IV

When Recorded Return To:

PLANNING I. C. - PLANNING &amp; DEVELOPMENT SERV.

Imperial County  
Planning & Development Services  
801 Main Street  
El Centro, California 92243Doc#: **2024000835**

Titles: 1 Pages: 36

Fees \$195.00

Taxes \$0.00

Other \$0.00

PAID \$195.00



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**AGREEMENT FOR CONDITIONAL USE PERMIT #20-0020**  
**VEGA SES 4 SOLAR ENERGY STORAGE PROJECT**  
**APN's 059-300-015 and 059-300-017-000**

This Agreement is made and entered into on this 16th day of January, 2024, by and between APEX ENERGY SOLUTIONS, LLC hereinafter referred to as the Permittee (Permittee), and the COUNTY OF IMPERIAL, a political subdivision of the State of California (County or Imperial County), related to the VEGA SES 4 SOLAR ENERGY STORAGE PROJECT (CUP #20-0020) project area.

**RECITALS**

**WHEREAS**, Permittee is the lessee or successor-in-interest of certain land in Imperial County to be improved with the proposed utility-scale solar and battery storage facility. The project, Conditional Use Permit (CUP or Permit) #20-0020, consists of a proposed 100-megawatt (MW) photovoltaic solar energy facility, energy (battery) storage facility (up to 200 MW and not to exceed a 1 to 2 solar/battery ratio) and associated infrastructure, including but not limited to, electrical switch station, substation, on-site operations and maintenance (O&M), a gen-tie line and internal solar development transmission lines, on approximately 450 acres within Imperial County (the "Project"). The proposed facility is located south of the All American canal and north of the International Boundary with Mexico, east of the City of Calexico.

**WHEREAS**, Permittee has applied to the County of Imperial for CUP #20-0020 for constructing and operating a new 100 MW solar energy facility, energy (battery) storage facility (up to 200 MW and not to exceed a 1 to 2 solar/battery ratio) with ancillary support facilities, including electrical interconnections. The Project will connect to the existing IID "P" line located immediately north of the project site north of the All American Canal.

**WHEREAS**, the Project is located on APNs 059-300-015 and 059-300-017-000 that are contiguous to each other. Project is 10 miles east of the City of Calexico in Sections 10, 11, 14, 15 and 16 within Township 17 South and Range 16 East of the SBBM of the Bonds Corner topographic 7.5 minute quadrangle. The project site is located entirely within the Imperial County Renewable Energy Overlay zone.

1       **WHEREAS**, The Permittee for the VEGA SES 4 Solar Energy Project (CUP #20-  
2 0020) shall fully comply with all of the terms and conditions of the Project as specified  
3 hereinafter within this CUP.

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1 **GENERAL CONDITIONS:**

2 The "GENERAL CONDITIONS" are shown by the letter "G". These conditions are conditions that are  
3 either routinely and commonly included in all Conditional Use Permits as "standardized conditions"  
4 and/or are conditions that the Imperial County Planning Commission has established as a requirement  
5 on all CUP's for consistent application and enforcement. The Permittee is hereby advised that the  
6 General Conditions are as applicable as the SITE SPECIFIC conditions. The General Conditions are in  
7 addition to the MMRP and any and all other requirements for the project.

8 **G-1 GENERAL LAWS:**

9 The Permittee shall obtain, comply with, and maintain all applicable County, State,  
10 and federal laws, rules, regulations, ordinances, and/or standards as they may  
11 pertain to this project whether specified herein or not.

12 **G-2 EFFECTIVE DATE:**

13 The approved Conditional Use Permit shall not become effective until ten (10)  
14 calendar days after the decision of the Planning Director or Commission. Further  
15 the Conditional Use Permit shall not be effective until applicable conditions have  
16 been met, and the Conditional Use Permit is recorded with the County Recorder,  
17 with payment of recording fees being paid by applicant. In the case of a decision by  
18 the Board of Supervisors there is no 10-day appeal.

19 **G-3 RECORDATION:**

20 CUP #20-0020 shall not be effective until it is recorded at the Imperial County  
21 Recorder's Office and if no appeal has been made after approval from the hearing  
22 body. Payment of the recordation fee shall be the responsibility of the Permittee. If  
23 this CUP is not recorded within one hundred eighty (180) days from the date of  
24 approval the CUP shall be deemed null and void, without notice having to be  
25 provided to Permittee. Permittee may submit a written request for a recordation  
26 extension for this CUP by filing such a request with the Planning Director at least  
27 sixty (60) days prior to the one hundred eighty 180-day expiration. The Director may  
28 approve one (1) extension for a period not to exceed one hundred eighty (180)  
29 days. An extension may not be granted if the request for an extension is filed after  
30 the expiration date. Failure to record this CUP within one (1) year including the  
31 granted extension period shall deem this CUP null and void.

32 **G-4 COMMENCEMENT OF WORK:**

33 If the project for which a CUP has been approved has not commenced, or permits  
34 for said project have not been issued, within one (1) year from effective date, the  
35 CUP shall be null and void. If an applicant cannot initiate or obtain permits for the  
36 approved use during the one (1) year, the applicant may request a one (1) year  
37 extension from the Department. The request for an extension shall be in writing and  
38 be submitted with explanation to the Planning & Development Services Department  
39 at least sixty days prior to the end of the extended one (1) year period. The Director  
40 shall have the authority to extend the initial start-up period, or commencement of  
41 work, of a CUP up to two (2) times for a maximum of two (2) years. Should the

1 Permittee desire to continue with the project, a new application shall be submitted  
2 and the entire process would have to begin anew.

3 **G-5 TIME LIMIT:**

4 Unless otherwise specified within the Site Specific Conditions, this Permit shall be  
5 limited to a maximum of thirty (30) years from the recordation of the CUP. The CUP  
6 may be extended for an additional ten (10) year period by the appropriate County  
7 entity (either the Planning Director, the Planning Commission or the Board of  
8 Supervisors as set forth in the applicable Imperial County Ordinances) upon a  
9 finding that the Project is in compliance with all conditions of the CUP as stated  
10 herein and any applicable Land Use regulation of the County of Imperial. In order to  
11 obtain an extension, the Permittee shall file a written extension request with the  
12 Planning Director at least sixty (60) days prior to the expiration date of the permit.  
Such an extension request shall include the appropriate extension fee. Nothing  
stated or implied within this Permit shall constitute a guarantee that an extension  
will be granted. An extension may or may not be granted if the Project is in violation  
of any one or all of the conditions or if there is a history of non-compliance with the  
Permit conditions.

13 **G-6 ABANDONMENT:**

14 If a CUP has been unused, abandoned, discontinued, or ceased for one (1) year,  
15 the CUP shall be null and void, and be of no effect. Notice to applicant/permittee  
16 under this division will not be required or provided by the Department.

17 **G-7 PERMIT/LICENSE:**

18 Permittee shall obtain and comply with any and all required permits, licenses,  
19 and/or approvals, for the construction and/or operation of this project. This shall  
20 include, but shall NOT be limited to, permits from the County Division of  
21 Environmental Health Services (EHS), Planning & Development Services  
22 Department, Office of Emergency Services (OES), Imperial County Air Pollution  
23 Control District (ICAPCD) and Public Works Department. Permittee shall likewise  
24 comply with all such permit requirements for the life of the project. Additionally,  
Permittee shall submit a copy of such additional permit(s) and/or license(s) to  
the Planning & Development Services Department within 60-days of receipt,  
including amendments or alternatives thereto.

25 **G-8 APPROVALS AND CONDITIONS SUBSEQUENT TO GRANTING PERMIT:**

26 Permittee acceptance of this CUP shall be deemed to constitute agreement with the  
27 terms and conditions contained herein. Where a requirement is imposed in this CUP  
28 that Permittee conduct a monitoring program, and where the County has reserved  
the right to impose or modify conditions with which the Permittee must comply  
based on data obtained therefrom, or where the Permittee is required to prepare  
specific plans for County approval and disagreement arises, the Permittee, operator  
and/or agent, the Planning and Development Services Director or other affected  
party, to be determined by the Planning and Development Services Director, may



request that a hearing be conducted before the Imperial County Planning Commission whereby they may state the requirements which will implement the applicable conditions as intended herein. Upon receipt of a request, the Planning Commission shall conduct a hearing and make a written determination. The Planning Commission may request support and advice from a technical advisory committee. Failure to take any action shall constitute endorsement of staff's determination with respect to implementation.

**G-9 CONDITION PRIORITY:**

This project shall be constructed/operated as described in the CUP application, the environmental documents, the project description, and as specified in these conditions. Where a conflict occurs, the CUP conditions shall govern.

**G-10 INDEMNIFICATION:**

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: 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. 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.

**G-11 INSURANCE:**

The Permittee shall take out and maintain workers compensation insurance as required by the State of California. The Permittee shall also secure liability

1 insurance and such other insurance as required by state and/or federal law. A  
2 Certificate of Insurance is to be provided to the Planning and Development Services  
3 Department by the insurance carrier and said insurance and certificate shall be kept  
4 current for the life of the project. Certificates of Insurance shall be sent directly to  
5 the Planning and Development Services Department by the insurance carrier and  
6 shall name the Department as a recipient of both renewal and cancellation notices.

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10 **G-12 RIGHT OF ENTRY:**

11 The County reserves the right to enter the premises at any time, announced or  
12 unannounced, in order to make the appropriate inspection(s) and to determine if the  
13 condition(s) of this CUP are complied with. Access by authorized enforcement  
14 agency personnel shall not be denied.

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17 **G-13 SEVERABILITY:**

18 Should any condition(s) of this CUP be determined by a Court or other agency with  
19 proper jurisdiction to be invalid for any reason, such determination shall not  
20 invalidate the remaining provision(s) of this CUP.

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23 **G-14 PROVISION TO RUN WITH LAND:**

24 The provisions of this CUP are to run with the land/project and shall bind the current  
25 and future owner(s) successor(s) of interest; assignee(s) and/or transferee(s) of  
26 said CUP. **Permittee shall not without prior notification to the Planning &  
Development Services Department assign, sell, or transfer, or grant control of  
CUP or any right or privilege therein.** The Permittee shall provide a minimum of  
60 days written notice prior to such proposed transfer becoming effective. The  
permitted use identified herein is limited for use upon this parcel described herein  
and may not be transferred to another parcel.

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28 **G-15 COMPLIANCE/REVOCATION:**

29 Upon the determination by the Planning & Development Services Department that  
30 the project is or may not be in full compliance with any one or all of the conditions of  
this CUP, or upon the finding that the project is creating a nuisance as defined by  
law, the issue shall be brought immediately to the appropriate enforcement agency  
or to the Planning Commission for hearing to consider appropriate response  
including but not limited to the revocation of the CUP or to consider possible  
amendments to the CUP. The hearing shall be held upon due notice having been  
provided to the Permittee and to the public in accordance with established  
ordinance/policy.

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32 **G-16 NON-COMPLIANCE (ENFORCEMENT & TERMINATION):**

33 Should the Permittee violate any condition herein, the County shall give written  
notice of such violation and actions required of Permittee to correct such violation.  
If Permittee does not act to correct the identified violation within forty-five (45) days  
after written notice, County may revoke the CUP. If Permittee pursues correction of



such violation with reasonable diligence, the County may extend the cure period. Upon such revocation, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with the Project.

**G-17 COSTS:**

Permittee shall pay any and all amounts determined by the County to defray any and all cost(s) for the review of reports, field investigations, monitoring, and other activities directly related to the enforcement/monitoring for compliance of this CUP, County Ordinance or any other applicable law. Any billing against this project, now or in the future, by the Planning & Development Services Department or any County Department for costs incurred as a result of this CUP, shall be billed through the Planning & Development Services Department.

**G-18 REPORT(S)**

Permittee shall file an annual report with the Planning and Development Services Department to show that Permittee is in full compliance with this CUP. The report shall be filed at least fifteen (15) days prior to the anniversary (recording date) of this CUP. It shall be the responsibility of the Permittee to provide all reports and to include the information about other users. The County may request information at any time from the Permittee or other users if applicable; however, it shall be the responsibility of the Permittee to assure that the County receives such information in a timely manner.

**G-19 RESPONSIBLE AGENT**

Permittee shall maintain on file with the Planning and Development Services Department the name and phone number of the responsible agent for the site. A back-up name shall also be provided, and a phone number for twenty-four (24) hour emergency contact shall also be on file. If there are other users, the same information (as applicable) required from the Permittee shall also be made available to the County from such other users.

**G-20 WATER AND SEWER:**

Permittee shall provide water and sewer to Federal, State and County standards. Water and sewer systems shall be approved by the Environmental Health Services and the Planning & Development Services Department. Permittee shall hook up to a public water system or supplier if and when available.

**G-21 DEFINITIONS:**

In the event of a dispute, the meaning(s) or the intent of any word(s) phrase(s) and/or conditions or sections herein shall be determined by the Planning Commission of the County of Imperial. Their determination shall be final unless an appeal is made to the Board of Supervisors ten (10) days from the date of their decision.

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2 **G-22 SPECIFICITY:**

3 The issuance of this CUP does not authorize the Permittee to construct or operate  
4 this project in violation of any state, federal, local law nor beyond the specified  
5 boundaries of the project as shown in the application/project description/ CUP, nor  
6 shall this CUP allow any accessory or ancillary use not specified herein. This CUP  
does not provide any prescriptive right or use to the Permittee for future addition  
and/or modification to this project.

7 **G-23 HEALTH HAZARD:**

8 If the County Health Officer determines that a significant health hazard exists to the  
9 public, the County Health Officer may require appropriate measures and the  
10 Permittee shall implement such measures to mitigate the health hazard. If the  
11 hazard to the public is determined to be imminent, such measures may be imposed  
12 immediately and may include temporary suspension of the subject operations.  
13 However, within forty-five (45) days of any such suspension of operations, the  
14 measures imposed by the County Health Officer must be submitted to the Planning  
Commission for review and approval. Nothing shall prohibit Permittee from  
requesting a special Planning Commission meeting provided Permittee bears all  
costs.

15 **G-24 CHANGE OF OWNER/OPERATOR:**

16 In the event the ownership of the site or the operation of the site transfers from the  
17 current Permittee to a new successor Permittee, the successor Permittee shall be  
18 bound by all terms and conditions of this CUP as if said successor was the original  
19 Permittee. The Current Permittee shall inform the County Planning & Development  
20 Services Department in writing at least sixty (60) days prior to any such transfer.  
21 Failure of a notice of change of ownership or change of operator shall be grounds  
for the immediate revocation of the CUP. In the event of a change, the new  
Owner/Operator shall file with the Department, via certified mail, a letter stating that  
they are fully aware of all conditions and acknowledge that they will adhere to all.

22 **G-25 PERMITS OF OTHER AGENCIES INCORPORATED:**

23 Permits granted by other governmental agencies in connection with the Project are  
24 incorporated herein by reference. The County reserves the right to apply conditions  
25 of those permits, as the County deems appropriate; provided, however, that  
26 enforcement of a permit granted by another governmental agency shall require  
27 concurrence by the respective agency. Permittee shall provide to the County, upon  
request, copies and amendments of all such permits.

28 **G-26 MINOR AMENDMENTS:**

29 The Planning Director may approve minor changes or administrative extensions, as  
requested in writing by the Permittee, provided it does not result in additional  
environmental impacts and/or are generally procedural or technical and/or which

1 may be necessary to comply with other government permit compliance  
2 requirements.

(TOTAL "G" CONDITIONS are 26)

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4 **SITE SPECIFIC CONDITIONS:**

5 **S-1 AUTHORIZED SCOPE OF ACTIVITIES:**

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- 7 (A) Permittee shall be responsible for all improvements, septic, sewer,  
8 approved potable water system(s), pipelines, roads and other  
9 improvements discussed in the CUP Application and Conditions of  
10 Approval, FEIR, and MMRP. If Permittee sells all or part of this Project,  
11 an approved agreement shall be in place for new Project owner to build  
and maintain as agreed to by the conditions set forth in this CUP.  
Additionally, the County Assessor's Office shall be notified of any  
ownership change.
- 12 (B) Permittee shall develop this Project per approved CUP as a separate  
13 solar energy and energy (battery) storage facility. Any development with  
14 a combination of parcels will require the owner(s) to have a recorded  
15 deed restriction to "hold the parcel as one parcel" that runs with the  
16 land, or at Permittee's option merge the parcels. This deed restriction  
17 shall be for a minimum of thirty (30) years and shall only be released  
upon the expiration of the thirty (30) years, the expiration or termination  
of the CUP, or upon approval of the Imperial County Planning and  
Development Director that the restriction is no longer needed based on  
a change in the development or regulation.
- 18 (C) The Permittee shall construct and operate the solar energy and energy  
19 (battery) storage facility in compliance with the CUP, the County's  
20 General Plan's Land Use Element, Land Use Ordinance, and all other  
21 applicable local, state, and federal LORS, to include any other permits  
which are incorporated herein by reference.
- 22 (D) Construction, operation, maintenance, replacement, and removal of a  
23 solar energy facility & energy (battery) storage system shall be as  
24 described in Permittee's CUP Application and previously approved  
25 FEIR for the Vega SES 4 Solar Energy project (CUP #20-0020), to  
26 include photovoltaic (PV) modules, mounting structures, electrical  
27 wiring, inverters, transformers and alternating current (AC) electric  
28 collector system, project electric substation and ancillary facilities.  
Ancillary facilities include safety and security equipment, retention  
basins, perimeter fencing, access gates, lighting systems, access  
roads, and may include temporary construction trailers, equipment  
enclosures, water treatment system and building, septic system,  
parking, and fire protection. The Project's PV arrays shall be comprised  
of solar PV panels organized into electrical groups referred to as  
"blocks." The panels shall be oriented from east to west for maximum

1 sun exposure and the foundation shall be designed based on soil  
2 conditions. The PV panels are made of a poly-crystalline silicon  
3 semiconductor material encapsulated in glass. Installation of the PV  
4 arrays includes installation of mounting posts, module rail assemblies,  
5 PV modules, inverters, transformers and buried electrical conductors.  
6 Concrete is required for the footings, foundations and pads for the  
7 transformers and substation work. Tracker foundations shall be  
8 comprised of either driven or vibrated steel posts/pipes, and/or concrete  
9 in some places (depending on soil and underground conditions).

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- (E) The Project's energy (battery) storage (BESS) component will be located on a concrete pad at the northeastern edge of the project site unless final engineering design and/or IID requirements require a different location.

The BESS will consist of banks of batteries and will be supported by a DC Combiner, control panel, and inverter/transformer skid. Each enclosure will include built-in fire suppression systems. The batteries will be lithium-ion based and capable of storing up to 200 MW in total (not to exceed 200 MW. These racks would be integrated into containers or be self-contained in engineered systems such as for example the Tesla Mega Pack. The Project design would meet the minimum spacing required by code and manufacturers specifications.

## **S-2 AESTHETICS:**

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- (A) The Permittee shall design and maintain all buildings and equipment enclosures to have exterior surfaces with neutral, non-reflective colors.
- (B) The Permittee shall design and install lighting at construction storage yards and staging areas, such that light bulbs and reflectors are not visible from public viewing areas; lighting does not create reflected glare; and illumination of the Project facilities, vicinity, and nighttime sky is minimized.
- (C) Lighting shall be designed so exterior light fixtures are hooded, with lights directed downward or toward the area to be illuminated and so that backscatter to the nighttime sky is minimized. The design of the lighting shall be such that the luminescence or light source is shielded to minimize light trespass outside the Project boundary.
- (D) All lighting shall be of the minimum necessary brightness consistent with worker safety and OSHA requirements.
- (E) High illumination areas not occupied on a continuous basis shall have switches or motion detectors to light the area only when occupied.

1                   **S-3    AGRICULTURE:**

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3                   **MITIGATION FOR THE TEMPORARY CONVERSION OF PRIME FARMLAND,**  
4                   **FARMLAND OF STATEWIDE IMPORTANCE AND LOCAL IMPORTANCE**

5                   Developer shall implement a Mitigation Measure for the loss of Farmland.

6                   One of the following options included below shall be implemented prior to the  
7 issuance of a grading permit or building permit (whichever is issued first) for the proposed  
8 Project:

9                   **For Prime Farmland:**

10                  Option 1: The Permittee shall procure Agricultural Conservation Easements on a  
11 "2 to 1" basis on land of equal size, of equal quality farmland, outside of the path of  
12 development. The Conservation Easements shall meet the State Department of  
13 Conservation's regulations and shall be recorded prior to issuance of any grading or  
14 building permits; or

15                  Option 2: The Permittee shall pay an "Agricultural In-Lieu Mitigation Fee" in the  
16 amount of 30 percent of the fair market value per acre for the total acres of the proposed  
17 site based on five comparable sales of land used for agricultural purposes as of the  
18 effective date of the permit, including program costs on a cost recovery/time and material  
19 basis. The Agricultural In-Lieu Mitigation Fee, will be placed in a trust account  
20 administered by the Imperial County Agricultural Commissioner's office and will be used  
21 for such purposes as the acquisition, stewardship, preservation and enhancement of  
22 agricultural lands within Imperial County; or

23                  Option 3: The Permittee and the County voluntarily enter into an enforceable  
24 Public Service Agreement that includes an Agricultural Mitigation payment that is  
25 consistent with Board Resolution 2012-05; or

26                  Option 4: The Permittee shall revise their CUP Application/Site Plan to avoid  
27 Prime Farmland.

28                   **For Non-Prime Farmland:**

29                  Option 1: The Permittee shall procure Agricultural Conservation Easements on a 1  
30 to 1 basis on land of equal size, of equal quality of farmland, outside the path of

1 development. The Conservation Easement shall meet the State Department of  
2 Conservation's regulations and shall be recorded prior to issuance of any grading or  
3 building permits; or

4       Option 2: The Permittee shall pay an "Agricultural In-Lieu Mitigation Fee" in the  
5 amount of 20% of the fair market value per acre for the total acres of proposed site based  
6 on five comparable sales of land used for agricultural purposes as of the effective date of  
7 the permit, including program costs on a cost recovery/time and material basis. The  
8 Agricultural In-Lieu Mitigation Fee, will be placed in a trust account administered by the  
9 Imperial County Agricultural Commissioner's office and will be used for such purposes as  
10 the acquisition, stewardship, preservation, and enhancement of agricultural lands within  
11 Imperial County; or

12       Option 3: The Permittee and the County voluntarily enter into an enforceable  
13 Public Service Agreement that includes a Agricultural Mitigation payment that is  
14 consistent with Board Resolution 2012-05; or

15       Option 4: The Permittee shall revise their CUP Application/Site Plan to avoid Non-  
16 Prime Farmland.

17       **For Local Importance Farmland:**

18       Option 1: The Permittee shall procure Agricultural Conservation Easements on a 1  
19 to 1 basis on land of equal size, of equal quality of farmland, outside the path of  
20 development. The Conservation Easement shall meet the State Department of  
21 Conservation's regulations and shall be recorded prior to issuance of any grading or  
22 building permits; or

23       Option 2: The Permittee shall pay an "Agricultural In-Lieu Mitigation Fee" in the  
24 amount of 10% of the fair market value per acre for the total acres of proposed site based  
25 on five comparable sales of land used for agricultural purposes as of the effective date of  
26 the permit, including program costs on a cost recovery/time and material basis. The  
27 Agricultural In-Lieu Mitigation Fee, will be placed in a trust account administered by the  
28 Imperial County Agricultural Commissioner's office and will be used for such purposes as  
the acquisition, stewardship, preservation, and enhancement of agricultural lands within  
Imperial County; or

Option 3: The Permittee and the County voluntarily enter into an enforceable Public Service Agreement that includes a Agricultural Mitigation payment that is consistent with Board Resolution 2012-05; or

Option 4: The Permittee shall revise their CUP Application/Site Plan to avoid Local Importance Farmland.

(A) Permittee shall minimize paving and ground disturbing activities to the maximum extent practical within agricultural fields to retain soil characteristics.

(B) Pest Management Plan. Prior to the issuance of a grading permit or building permit (whichever occurs first), a Pest Management Plan shall be developed by the Permittee and approved by the County of Imperial Agriculture Commissioner. The Permittee shall maintain a Pest Management Plan until reclamation is complete. The Plan shall provide the following:

1. Monitoring, preventative, and management strategies for weed and pest control during construction activities at any portion of the project (e.g., transmission line).

2. Control and management of weeds and pests in areas temporarily disturbed during construction where native seed will aid in site revegetation as follows:

- Monitor for all pests including insects, vertebrates, weeds, and pathogens. Promptly control or eradicate pests when found, or when notified by the Agricultural Commissioner's office that a pest problem is present on the project site. The assistance of a licensed pest control advisor is recommended.
- All treatments must be performed by a qualified applicator or a licensed pest control operator.
- "Control" means to reduce the population of common pests below economically damaging levels, and includes attempts to exclude pests before infestation, and effective control methods after infestation. Effective control methods may include physical/mechanical removal, bio control, cultural control, or chemical treatments.
- Use of "permanent" soil sterilants to control weeds or other pests is prohibited because this would interfere with reclamation.
- Notify the Agricultural Commissioner's office immediately regarding any suspected exotic/invasive pest species as defined by the California Department of Food Agriculture and the U.S. Department of Agriculture. Request a sample be taken by the Agricultural Commissioner's Office of a suspected invasive species. Eradication of exotic pests shall be done under the direction of the Agricultural Commissioner's Office and/or California Department of Food and Agriculture.



1  
2 **S-4 AIR QUALITY:**

- 3 (A) The Permittee shall comply at all times with the ICAPCD Regulation  
4 VIII, Fugitive Dust Control. Please use MMRP for guidance.
- 5 (B) Prior to commencing construction, the Permittee shall submit a Dust  
6 Control Plan to the ICAPCD for approval identifying all sources of PM<sub>10</sub>  
7 emissions and associated mitigation measures during the construction  
8 and operational phases of the Project. The Project Proponent shall  
9 submit a "Construction Notification Form" to the ICAPCD ten (10) days  
10 prior to the commencement of any earthmoving activity. The Dust  
11 Control Plan submitted to the ICAPCD shall meet all applicable  
12 requirements for control of fugitive dust emissions, including the  
13 following measures designed to achieve the no greater than 20%  
14 opacity performance standard for dust control:
- 15 (1) All on-site and off-site unpaved roads shall be effectively stabilized,  
16 and visible emissions shall be limited to no greater than 20%  
17 opacity for dust emissions by paving, chemical stabilizers, dust  
18 suppressants, and/or watering.
- 19 (2) All unpaved traffic areas one acre or more in size with seventy-five  
20 (75) or more average vehicle trips per day, shall be effectively  
21 stabilized, and visible emissions shall be limited to no greater than  
22 20% opacity for dust emissions by paving, chemical stabilizers,  
23 dust suppressants and/or watering.
- 24 (3) The transport of bulk materials shall be completely covered, unless  
25 six inches of freeboard space from the top of the container is  
26 maintained with no spillage and loss of bulk material. In addition,  
27 the cargo compartment of all haul trucks shall be cleaned and/or  
28 washed at the delivery site after removal of bulk material.
- 29 (4) All track-out or carry-out, which includes bulk materials that adhere  
30 to the exterior surfaces of motor vehicles and/or equipment  
(including tires) that may then fall onto the pavement, shall be  
cleaned at the end of each workday, or immediately when mud or  
dirt extends a cumulative distance of fifty (50) linear feet or more  
onto a paved road within an urban area.
- (5) Movement of bulk material handling or transfer shall be stabilized  
prior to handling, or at points of transfer with application of  
sufficient water, chemical stabilizers, or by sheltering or enclosing  
the operation and transfer line.
- (6) The construction of new unpaved roads is prohibited within any  
area with a population of five hundred (500) or more unless the  
road meets ICAPCD's definition of a "temporary unpaved road."

Any temporary unpaved road shall be effectively stabilized, and visible emissions shall be limited to no greater than 20% opacity for dust emission by paving, chemical stabilizers, dust suppressants and/or watering.

(7) Shall comply with the MMRP's and its applicable mitigations.

(C) The Permittee shall implement all applicable standard mitigation measures for construction combustion equipment for the reduction of excess NOx emissions as contained in the Imperial County CEQA Air Quality Handbook and associated regulations. These measures include:

- (1) Use of alternative fueled or catalyst equipped diesel construction equipment, including all off-road and portable diesel-powered equipment.
- (2) Minimize idling time, either by shutting equipment off when not in use or reducing the time of idling to five minutes at a maximum.
- (3) Limit the hours of operation of heavy-duty equipment and/or the amount of equipment in use.
- (4) Replace fossil-fueled equipment with electrically driven equivalents (assuming powered by a portable generator set and are available, cost effective, and capable of performing the task in an effective, timely manner).
- (5) Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing construction activity during the peak hour of vehicular traffic on adjacent roadways.
- (6) Implement activity management (e.g. rescheduling activities to avoid overlap of construction phases, which would reduce short-term impacts).

#### **S-5 GEOLOGY/SOILS and MINERAL RESOURCES:**

- (A) Prior to approval of final engineering and grading plans for the Project, the County shall verify that all recommendations contained in the Geotechnical Report for this Solar Facility have been incorporated into all final engineering and grading plans. The County's soil engineer and engineering geologist shall review grading plans prior to finalization to verify compliance with the recommendations of the report.

#### **S-6 CULTURAL RESOURCES:**

- (A) Compliance and Monitors shall insure all mitigations set forth in the MMRP are followed.

1           **S-7   HEALTH, SAFETY AND HAZARDOUS MATERIAL/FIRE AND FUELS**  
2           **MANAGEMENT:**

- 3           (A) All trash and debris within the Project site shall be disposed of off-site,  
4           in accordance with current, local, state, and federal disposal  
5           regulations. Compliance with this measure shall be verified by the  
6           Planning and Development Services Department.
- 7           (B) If it is determined that hazardous wastes are, or will be generated by the  
8           proposed operations, the wastes must be managed in accordance with  
9           the California Hazardous Waste Control Law (California Health and  
10          Safety Code, Division 20, Chapter 6.5) and the Hazardous Waste  
11          Control Regulations (California Code of Regulations, Title 22, Division  
12          4.5).
- 13          (C) If it is determined that hazardous wastes will be generated, the  
14          Permittee should also obtain a United States Environmental Protection  
15          Agency, Identification Number by contacting (800) 618-6942. Certain  
16          hazardous waste treatment processes or hazardous material, handling,  
17          storage or uses may require authorization from the local Certified  
18          Unified Program Agency (CUPA). Information about the requirement for  
19          authorization can be obtained by contacting the local CUPA.
- 20          (D) Any hazardous materials storage areas shall be designed with curbs or  
21          other containment measures, e.g., double-walled storage tanks, to  
22          contain spills and leaks. If on-site hazardous materials exceed fifty-five  
23          (55) gallons, a "Hazardous Material Management Plan" shall be  
24          prepared and approved by the County Local Enforcement Agency (LEA)  
25          and the Imperial County CUPA. A copy of the approved plan shall be  
26          submitted to ICPDSD prior to the issuance of the grading/building  
27          permit (Source: Imperial County Renewable Energy Ordinance, Title 9,  
28          Division 17, § 91702.00).
- 29          (E) The Permittee shall present to the Department an Emergency  
30          Response/Action Plan that has been approved by the ICFD/OES  
31          Department, and the LEA and any other agencies with jurisdiction  
32          (Source: Imperial County Renewable Energy Ordinance, Title 9,  
33          Division 17, § 91702.00).

34               The Emergency Response/Action Plan shall cover all possible  
35               foreseeable emergencies, e.g., major fluid spills, earthquakes, fires,  
36               floods or other emergencies. At all times, there shall be at least one  
37               employee either on the facility premises or on-call (i.e., available to  
38               respond to an emergency by reaching the facility within a short period of  
39               time) with the responsibility to coordinate all emergency response  
40               measures. This Emergency Coordinator shall be thoroughly familiar with  
41               all aspects of the Project's Emergency Response/Action Plan, all  
42               operations and activities at the facility, location of all records within the  
43               facility and the facility's layout. This Emergency Coordinator shall have

1 the authority to commit the resources needed to carry out the  
2 contingency plan. Adequate personnel and equipment shall be available  
3 to respond to emergencies and to ensure compliance with the  
4 conditions of the Permit.

5 The Emergency Response/Action Plan shall be prepared in consultation  
6 with, but not be limited to, the ICFD/OES, County EHS/Health  
7 Department, County Sheriff/Coroner's office, County Department of  
8 Public Works, ICPDSD, and other appropriate state and county  
9 agencies. The plan shall include a notification list of response agencies  
10 which shall be notified immediately upon the discovery of a reportable  
11 unauthorized discharge and the list shall include:

- 12 - ICFD/OES;
- 13 - ICPDSD;
- 14 - County EHS/Health Department;
- 15 - County Department of Public Works; and
- 16 - California Highway Patrol, as applicable.

17 All employees shall be appropriately trained on safety procedures,  
18 maintenance programs and emergency response protocols to ensure  
19 safety and reliability in the event of an unforeseen emergency situation.

20 The Permittee shall provide adequate safety devices to protect against  
21 the hazard of fire and explosion for activities that involve the use and  
22 storage of flammable, explosive or highly corrosive or reactive materials  
23 as well as provide adequate firefighting and fire suppression equipment  
24 and using devices standard within the industry in compliance with all  
25 applicable state and local laws as determined by the ICFD/OES.

26 The Permittee shall implement all State and County-approved worker  
27 safety and fire protection plans and programs.

28 Any gates on-site shall have a "Knox" lock rapidly accessible by the  
29 ICFD/OES.

30 Appropriate first aid provisions for facility operations shall be made for  
31 emergency response during Project construction, operation, and  
32 maintenance activities with appropriate first aid training for Project  
33 employees.

34 During construction, a member of each working crew shall be trained in  
35 basic first aid and supplied with necessary medical equipment to  
36 respond to emergencies as provided for in the Emergency  
37 Response/Action Plan required above.

38 Permittee shall identify a responsible agent for emergency purposes,  
39 whose name, title, e-mail address and telephone number shall be  
40 provided to the County Department of Public Works, ICFD/OES, County

**S-8 HYDROLOGY AND WATER QUALITY:**

Adhere to measures set forth in the MMRP.

**S-9 BIOLOGICAL RESOURCES:**

Adhere to all Biological measures in the MMRP.

**S-10 PUBLIC SERVICES:**

- (A) The Permittee shall widely publicize to County residents the availability of job opportunities associated with the Project (whether or not those job opportunities are within Imperial County or are regional). Postings at City Halls, newspaper and television advertisements, local job centers, and dedicated website shall offer sufficient avenues of communication. The Imperial County Office of Employment and Training in addition to the Imperial Valley College presents viable sources for community awareness. The information shall provide available positions, details of positions including qualifications, number of openings, indicated the anticipated start date for each, and application process. In order to maintain oversight of the process, the application process can be completed both on a dedicated website and at dedicated computers at the County which would afford those without Internet connection the ability to apply. The Permittee's information shall be forwarded to the Permittee or their contractor and copies of applications files are maintained at the County.
- (B) Unless prohibited by local, state or federal law or regulation, Permittee shall make good faith efforts to hire qualified residents of the Imperial County with the objective that a majority of the total work force is comprised of the Imperial County residents.
- (C) The Permittee shall install and implement security measures which may include, but not limited to, secured perimeter fencing with barbed wire, sensors, controlled access points, security alarms, security camera systems, and security guard vehicle patrols to deter trespass or unauthorized activities that would interfere with operation of the Project.
- (D) The Permittee shall reimburse the Sheriff's Department for any investigations regarding theft on the Project site and related law enforcement.
- (E) All construction supervisors and foremen shall be provided with communication devices, cell phones or walkie-talkies, in the event of an emergency situation on-site.
- (F) All construction-related activities shall take place within the development footprint of the Project as defined by the final engineering plans. The anticipated impact areas, including staging areas, equipment access, and disposal or temporary placement of

spoils, shall be delineated with staking and/or orange construction fencing prior to construction to avoid natural resources where possible. No construction-related activities shall occur outside of the designated impact area. All construction materials, staging, storage, dispensing, fueling, and maintenance activities shall be designated on construction maps and shall be situated a minimum of fifty (50) feet from all drainages. Staging and temporary access shall occur on existing roadways whenever possible.

(G) **Emergency Operations Plan** - The Applicant shall develop an Emergency Operation Plan in conjunction with local fire service personnel and the AHJ and hold a comprehensive understanding of the hazards associated with lithium-ion battery technology. Lithium-ion battery energy storage systems must incorporate adequate explosion prevention protection as required in NFPA 855 or International Fire Code Chapter 12, where applicable.

(H) **Signage** - The Applicant shall provide signage that identifies the contents of an energy storage system on all energy storage system installations to alert first responders to the potential hazards associated with the installation.

#### **S-11 TRANSPORTATION AND TRAFFIC:**

A. Permittee shall prepare and submit a Construction Traffic Control Plan to Imperial County Department of Public Works-Development Review and Caltrans District 11, as appropriate, for approval. The Construction Traffic Control Plan must be prepared in accordance with both the California Department of Transportation Manual on Uniform Traffic Control Devices and Work Area Traffic Control Handbook and must include, but not be limited to, the following issues:

1. Timing of deliveries of heavy equipment and building materials;
2. Directing construction traffic with a flag person;
3. Placing temporary signing, lighting, and traffic control devices if required, including, but not limited to, appropriate signage along access routes to indicate the presence of heavy vehicles and construction traffic;
4. Ensuring access for emergency vehicles to the Project site;
5. Temporarily closing travel lanes or delaying traffic during materials delivery, transmission line stringing activities, or any other utility connections;
6. Maintaining access to adjacent property;
7. Specifying both construction-related vehicle travel and oversize load haul routes, minimizing construction traffic during the AM and PM peak hours, distributing construction traffic flow across alternative routes to access the Project site, and avoiding residential neighborhoods to the maximum extent feasible.

- 1
- 2 B. Permittee shall Institute construction work hours as necessary, such
- 3 that the arrival and/or departure times of workers would be staggered
- 4 as necessary.
- 5 C. Permittee shall identify vehicle safety procedure for entering and
- 6 exiting site access roads.
- 7 D. Permittee shall submit documentation that identifies the roads to be
- 8 used during construction.
- 9 E. The Permittee shall be responsible for repairing any damage to non-
- 10 County maintained roads that may result from construction activities.
- 11 The Permittee shall submit a preconstruction video log and inspection
- 12 report regarding roadway conditions for roads used during
- 13 construction to the Imperial County Department of Public Works
- 14 Within 30 days of completion of construction, the project
- 15 proponent/operator shall submit a post-construction video log and
- 16 inspection report to the County. This information shall be submitted in
- 17 electronic format. The County, in consultation with the Permittee's
- 18 engineer, shall determine the extent of remediation required, if any.

19 **S-12 COMMENCEMENT OF WORK:**

- 20 (A) If the Project has not commenced, or permits for the Project have not
- 21 been issued, within one (1) year from approval date this CUP shall be
- 22 null and void. If this CUP has been unused, abandoned, discontinued, or
- 23 ceased for one (1) year, it shall be null and void and of no effect.
- 24 (B) If Permittee cannot initiate or obtain permits for the approved use during
- 25 the one (1) year period following approve of this CUP, Permittee may
- 26 request a one (1) year extension from the ICPDSD. The request for an
- 27 extension shall be in writing and be submitted with explanation to the
- 28 ICPDSD at least sixty (60) days prior to the end of the one (1) year
- 29 period. The Director shall have the authority to extend the initial startup
- 30 period of a CUP two times for a maximum of one (1) year each. No
- extension under this section shall be extended for more than two (2)
- years.

**S-13 CONSTRUCTION STANDARDS:**

- (A) The solar energy and energy (battery) storage facility structures shall
- be built in accordance with the California Building Code requirements
- applicable to "Seismic Category D". All structures and facilities shall be
- designed in accordance with the publication entitled "Recommended
- Lateral Force Requirements and Commentary by the Structural
- Engineers Association of California". The structural components of the
- permitted facilities shall be reviewed by the Building Official/Planning
- and Development Services Director. Applicable building permits shall be



procured from the County for facilities prior to commencement of construction of such facilities.

**S-14 LAND USE IMPROVEMENTS:**

- (A) The Permittee shall prepare an appropriate parking plan for review and approval by the ICPDSD and County Public Works Department for any and/or all proposed Operation & Maintenance buildings.
- (B) The Permittee shall surface with a material of higher quality all access drives, parking areas, and vehicular maneuvering areas from primary access to any constructed operation and maintenance buildings.

**S-15 NOISE STANDARDS:**

- (A) During the construction period, heavy truck traffic shall be limited to the hours between 6:00 AM and 7:00 PM.
- (B) During construction, in accordance with Imperial County Noise Element of the General Plan, the noise level shall not exceed 75 dBA<sub>Leq</sub> at the property boundary when averaged over an 8-hour period.
- (C) During operation of the facility, the maximum permitted continuous sound level shall be not more than 45 dBA<sub>Leq</sub>, as measured at the nearest residence using the "A" scale and measured with a sound level meter and associated octave band analyzer. The level may be exceeded by ten percent (10%) if the noise is intermittent and during daylight hours.
- (D) Haul trucks and other engine-powered equipment shall be muffled and operated with engine exhaust brake use limited to emergencies.

**S-16 ODOR CONTROL:**

The Permittee shall control all odor-causing, harmful, noxious emissions to ensure that quantities or air contaminants released as a result of the permitted facilities do not exceed County, State or Federal standards, nor constitute a public nuisance, per the Imperial County Land Use Ordinance, Division 13, Enforcement, Chapter 2, Abatement of Nuisances, Sections 91302.00 through 91301.02.

**S-17 PLAN APPROVALS:**

Permittee shall submit to the ICPDSD, architectural, landscaping and lighting plans prior to construction of those facilities, to include painting of structures, planting of trees and/or vegetation, and shall receive all approvals prior to commencing construction of the applicable permitted facilities. Approval

shall not be unreasonably withheld so long as the plans are consistent with applicable Imperial County Land Use Ordinance requirements.

**S-18 PROJECT DESIGN:**

- (A) All facility access and parking areas shall be constructed to the standards of the Imperial County Land Use Ordinance.
- (B) All permitted activities shall provide for the minimum feasible surface land disturbance for compatibility with the existing uses wherever possible.
- (C) All equipment and electrical interconnection facilities used at the solar plant facilities shall be maintained in a manner that prevents breaking, cracking, and leaking, e.g., operator staffing and training, including appropriate quality assurance procedures, with the operation of back-up or auxiliary facilities when necessary.
- (D) All on-site basins shall be designed and constructed under the supervision of a California-licensed Civil Engineer meeting sound engineering standards, with all applicable regulations and all requirements of the County EHS/Health Department and Public Works Departments are complied with.
- (E) Permittee shall obtain encroachment permits for any construction or operation on IID existing rights of way or easements.

**S-19 REPORTING AND MONITORING:**

- (A) The Permittee shall furnish to the County, at its sole cost within a reasonable time, any relevant reports/information which the County requires for monitoring purposes to determine whether cause exists for revoking this Permit, or to determine compliance with this Permit. The Permittee shall submit all required reports to the Planning Director, County Planning and Development Services Department, 801 Main Street, El Centro, CA 92243.
- (B) Permittee and ICPDSD Director shall agree upon an environmental consultant for overseeing all the required mitigation, conditional use Permit conditions and public benefit agreement (if any) requirements during the construction of the Project.
- (C) Permittee shall pay for third-party environmental consultant monitoring and compliance.
- (D) The ICPDSD, in consultation with the third-party Environmental Consultant and the County Executive Office, will require that all mitigation measures be satisfied, all MMRP requirements have been satisfied, all Conditions of Approval in the CUP are in full compliance

and all conditions of the Development Agreement (if any) have been satisfied before the Final Certificate of Occupancy Certificate is issued.

- (E) During the operation of solar facility, an Annual Compliance Report shall be submitted to the ICPDS, documenting the implementation of the conditions and general measures as well as any resource-specific measures.
- (F) The Permittee shall reimburse the ICPDS for County as well as monitoring and investigations related to the construction and operation of the Project. Permittee shall compensate the County pursuant to the ICPDSD Fee Schedule for any costs incurred.
- (G) Permittee shall pay for all costs as required to comply with the Conditions of Approval and MMRP.
- (H) All County staff time will be billed on a time and materials basis. Failure by Permittee to provide any payment required of Permittee to the County in the CUP shall cause Permittee to be in non-compliance of the CUP. Upon notice of such noncompliance, County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with the Project.

#### **S-20 SPILLS AND RUNOFF:**

The Permittee shall design and construct the permitted facilities to prevent spills from endangering adjacent properties and to prevent runoff from any source being channeled or directed in an unnatural way so as to cause erosion, siltation, or other detriments pursuant to the construction Storm Water Pollution Prevention Plan approved by the Regional Water Quality Control Board.

#### **S-21 FACILITIES CLOSURE AND SITE RESTORATION:**

- (A) Permittee shall implement the site restoration plan at the earlier of when the operation of the permitted facilities herein authorized has ceased or the term of the CUP has expired. At such time, all facilities shall be dismantled, and the lands involved restored to their pre-construction condition and available for agricultural production uses as agreed to by the Imperial County Planning and Development Services Director.
- (B) Prior to the issuance of a grading Permit, a decommissioning and restoration plan (the Reclamation Plan) shall be submitted and approved by the Imperial County Planning and Development Services Director. The Reclamation Plan shall documents the procedures by which the Project site will be returned to its current conditions.
- (C) Within thirty (30) days prior to ground disturbance, a Bond, or other acceptable surety, in the amount of the estimated site restoration

1 financial calculations/bond, for the developed project area, or other  
2 forms of security acceptable to County Counsel's office, shall be filed  
3 with the County that guarantees restoration of the land to its condition  
4 prior to the permitted solar plant development.

5 (D) Upon completion of such site restoration, and demonstration that the  
6 land has been restored to the agriculturally productive/farmable  
7 condition prior to the permitted solar plant development the Bond or  
8 other surety shall be released by the County.

9 (E) The above financial calculations/bond shall be reviewed every five (5)  
10 years in December and adjusted on January 1<sup>st</sup> to add a Consumer  
11 Price Index (CPI) (Los Angeles) increase by the Planning and  
12 Development Services Director. This readjustment can be made in the  
13 County's sole discretion and must be funded by the Permittee within  
14 ninety (90) calendars after notice of the additional amount of such  
15 adjustment.

#### 12 **S-22 PUBLIC WORKS:**

- 13 1. The Applicant shall acquire proper easements from adjacent property owners for the  
14 installation of any proposed transmission lines.
- 15 2. All survey monuments, including those within the interior of the project, shall be  
16 protected, and their locations shall remain accessible to any surveyor throughout the  
17 duration of the project. Section 8774 of the Business and Professions Code, and  
18 Section 846.5 of the Civil Code, each provide the right of entry to utilize boundary  
19 evidence and perform surveys, without undue delay, to any person authorized to  
20 practice land surveying. The right of entry is not contingent upon prior notice.
- 21 3. The Applicant shall furnish a Drainage and Grading Plan/Study to provide for property  
22 grading and drainage control, which shall also include prevention of sedimentation of  
23 damage to off-site properties. The Study/Plan shall be submitted to the Department of  
24 Public Works for review and approval. The applicant shall implement the approved  
25 plan. Employment of the appropriate Best Management Practices (BMP's) shall be  
26 included (Per Imperial County Code of Ordinances, Chapter 12.10.020 B).
- 27 4. Based from the information provided on the project documents, it is assumed that  
28 County roads will not be used for site access during or after construction activities  
29 have been completed. In the event that County roads are required for site access,  
30 the Applicant shall consult with this Department in advance for review and approval.

Access to sites shall be completed from public roads.

5. Any unimproved access roads/routes between public roads and access gates shall  
be improved for all-weather access. Such all-weather improvements shall be  
completed as recommended by a Geotechnical Engineer licensed to practice in the  
State of California.

1 6. Each site shall have, as a minimum, one (1) primary Class 2 Base aggregate material  
2 driveway and one (1) emergency access Class 2 Base aggregate material driveway, if  
3 they are tied to a County Road only.

4 7. Access to project sites during and after construction is expected to be completed  
5 through private unpaved roads or private property.

6 **The Applicant shall mitigate generation of dust caused by construction traffic**  
7 **as per Rule 805 – Paved and Unpaved Roads of the Imperial County Air**  
8 **Pollution Control District.**

- 9 • All solid and hazardous waste shall be disposed of in approved solid waste disposal  
10 sites in accordance with existing County, State and Federal regulations (Per  
11 Imperial County Code of Ordinances, Chapter 8.72).
- 12 • All on-site traffic areas shall be hard surfaced to provide all weather access for  
13 emergency vehicles. The surfacing shall meet the Department of Public Works and  
14 Fire/Office of Emergency Services (EOS) Standards as well as those of the Air  
15 Pollution Control District (APCD).
- 16 • The project may require a National Pollutant Discharge Elimination System  
17 (NPDES) permit and Notice of Intent (NOI) from the Regional Water Quality Control  
18 Board (RWQCB) prior to County approval of onsite grading plan (40 CFR 122.28).
- 19 • A Transportation Permit may be required from road agency(s) having jurisdiction  
20 over the haul route(s) for any hauls of heavy equipment and/or large vehicles which  
21 impose greater than legal loads on riding surfaces, including bridges. (Per Imperial  
22 County Code of Ordinances, Chapter 10.12 - OVERWEIGHT VEHICLES AND  
23 LOADS).
- 24 • Effective September 15, 2020, the State's Mandatory Organic Waste Recycling  
25 Law (AB 1826 or Chapter 727, Statutes of 2014) decreased the threshold requiring  
26 all businesses and multi-dwelling facilitates of 5 units or more generating two (2)  
27 cubic yards or more of solid waste per week to recycle their organic waste  
28 including landscape waste, wood waste, and food waste. Information about  
29 possible organics waste recycling services can be found at the CalRecycle site at:  
30 <https://www.calrecycle.ca.gov/Recycle/Commercial/Organics/>

### 31 **S-23 WASTE DISPOSAL**

- 1 (A) The Permittee shall insure that all solar plant facilities waste, liquid, gas  
2 or solid, which are generated on-site shall be disposed of in compliance  
3 with appropriate local, state, and federal regulations, in effect or as  
4 subsequently duly-enacted. All solid waste debris and/or any  
5 hazardous wastes located on the Project site must be satisfactorily  
6 removed to a permitted facility prior to the commencement of grading  
7 earthen material at the site.  
8
- 6 (B) Littering shall not be allowed. Project personnel shall not deposit or  
7 leave any food or waste in the Project area, and no biodegradable or  
8 non-biodegradable debris shall remain in the right-of-way or on the  
9 Project site following completion of construction.

9 **S-24 CALTRANS:**

- 10 (A) An encroachment permit shall be required for any work performed  
11 within any Caltrans right-of-way. If required, any traffic control will need  
12 to be addressed as part of Caltrans permit approval in accordance with  
13 the Caltrans Standard Plans and the California Manual on Uniform  
14 Traffic Control Devices (MUTCD).  
15
- 14 (B) Any application for a permit for work performed within a Caltrans right-  
15 of-way must include an approved final environmental document  
16 including the California Environmental Quality Act (CEQA)  
17 determination addressing any environmental impacts within the Caltrans  
18 right-of-way and any corresponding technical studies, if required. If  
19 these materials are not included with the encroachment permit  
20 application, the Permittee will be required to acquire and provide these  
21 to Caltrans before the permit application will be accepted. Identification  
22 of avoidance and/or mitigation measures will be a condition of  
23 encroachment permit approval as well as procurement of any necessary  
24 regulatory and resource agency permits.
- 21 (C) Any work performed within Caltrans' Right of Way (R/W) will require  
22 discretionary review and approval by Caltrans. As part of the  
23 encroachment permit process, the applicant must provide an approved  
24 final environmental document, corresponding technical studies, and  
25 necessary regulatory and resource agency permits, specifically, any  
26 CEQA determinations or exemptions.

25 **S-25 IID Condition requirements**

- 26 (A) The Project may impact IID drains with project site runoff flows draining  
27 into IID drains. To mitigate impacts, IID may require a comprehensive  
28 IID hydraulic drainage system analysis. IID's hydraulic drainage system  
29 analysis includes an associated drain impact fee.
- 30 (B) An IID encroachment permit is necessary to utilize existing surface-  
water drainpipe connections to drains and receive drainage service from

1 IID. Surface-water drainpipe connections are to be modified in  
2 accordance with IID standards. A construction storm-water permit from  
3 the California Regional Water Quality Control Board is required before  
4 commencing construction and an industrial storm water permit from  
5 CRWQCB is needed for the operation of the proposed facility. Copies of  
these permits as well as the project's Storm Water Pollution Prevention  
Plan are to be submitted to IID.

## 6 **S-26 FIRE PROTECTION:**

7 Energy storage facilities create extreme hazards for firefighters and emergency  
8 responders with possibility of explosions, flammable gases, toxic fumes, water-  
9 reactive materials, electrical shock, corrosives, chemical burns. The hazards  
10 listed can create a potential significant impact on Imperial County Fire  
11 Department due personnel staffing to safely perform firefighting operations and  
12 Hazardous Material Response for a utility-scale energy storage facility. The  
13 location of the project will lead to longer response times. These longer response  
14 times can create incidents that can create difficulties in incident stabilization;  
therefor requiring additional personnel to safety manage the incident. Utility-  
scale energy storage will require specialized and reliable equipment to perform  
firefighting operations safely and effectively to NFPA, OSHA and ICFD standards  
and requirements.

15 Standards and requirements for energy storage system includes but not limited  
to:

### 16 **NFPA:**

17 1 Fire Code

70 National Electrical Code

855 Standard for the installation of Energy Storage System

111 Stored Electrical Energy Emergency and Standby Power System

1710 Standard for Organization and Deployment of Fire Suppression  
Operations, Emergency Medical Operations, and Special Operations to the  
Public by Career Fire Departments.

### 22 **OSHA:**

29 CFR 1910.134(g)(4)

### 24 **CFC:**

Chapter 12 section 1206 Electrical Energy Storage System

Chapter 9 Fire Protection and Life Safety System.

- 26
- 27 1) Vega Solar Energy and Storage Project reviews for plans and inspections  
will be done by a third-party consultant determined by the Fire Department  
28 at the applicant's expense as per California Fire Code Chapter 1 [A]  
104.7.2 Technical Assistance. This will be at the discretion of the Fire  
Department.



- 2) Project will provide adequate Fire water. Fire Department will determine number of gallons to be placed strategically once site plan is reviewed.
- 3) Signage that identifies the contents of an ESS is required on all ESS installations to alert first responders to the potential hazards associated with the installation.
- 4) Fire- In lieu of providing all-weather access roads for fire protection vehicles, the permittee shall be permitted to provide compacted native soil (in compliance with ICAPCD's rules and regulations) for fire protection vehicles if prior to the issuance of any grading permit. .
- 5) An approved water supply capable of supplying the required fire flow determined by appendix B in the California Fire Code shall be installed and maintained. Private fire service mains and appurtenance shall be installed in accordance with NFPA 24.
- 6) An approved automatic fire suppression system shall be installed on all structures as per the California Fire Code. All fire suppression systems will be installed and maintained to the current adapted fire code and regulations.
- 7) An approved automatic fire detection system shall be installed on all structures as per the California Fire Code. All fire detection systems will be installed and maintained to the current adapted fire code and regulations.
- 8) Fire department access roads and gates will be in accordance with the current adapted fire code and the facility will maintain a Knox Box for access on site.
- 9) Compliance with all required sections of the fire code.
- 10) Applicant shall provide product containment areas(s) for both product and water run-off in case of fire applications and retained for removal.
- 11) All hazardous material and wastes shall be handled, store, and disposed as per the approved Hazardous Waste Materials Plan. All spills shall be documented and reported to Imperial County Fire Department and CUPA as required by the Hazardous Waste Material Plan.

#### **S-27 COUNTY EXECUTIVE OFFICE:**

1. Fiscal and Economic Impact Analysis. The Permittee will be invoiced by the Executive Office for expenses related to the procurement of a consultant to produce a Fiscal and Economic Impact Analysis (FEIA) and will be responsible for the cost of any subsequent updates as a result of modifications to the data and project by the developer.

2. Public Service Agreement ("Agreement" or "PSA"). Pursuant to the Guidelines for the Public Service Program for Solar Power Plants in Imperial County amended and adopted by the Board of Supervisors on May 9, 2023, PSA will be entered into by and between the County of Imperial and Developer to provide for a concerted and coordinated effort to maximize the benefits of the Project to the County of Imperial community.

**Sales Tax Benefit Solar Farm:**

- (a) Developer will require that all qualifying contractors and subcontractors exercise their option to obtain a California Department of Tax and Fee Administration (CDTFA) sub-permit for the jobsite and allocate all eligible use tax payments to Imperial County and LTA. Prior to commencement of any construction activity on-site the developer will require that the contractor or subcontractor provide County of Imperial with either a copy of their CDTFA account number and sub-permit.
- (b) To accomplish this, Permittee shall either cause its construction contractor to treat the project in accordance with California Regulation 1521(b)(2)(B), California Regulation 1521(c)(13)(B), and California Regulation 1826(b) for sales and use tax purposes or form a "Buying Company" as defined in the CDTFA 1699(h). Permittee can adopt an alternate methodology to accomplish this goal if such methodology is approved by the County Executive Officer prior to issuance of building permits. Not later than forty five (45) days after the due date for filing sales and use tax returns for each calendar quarter, occurring after the commencement of any construction activity on-site through and including the first anniversary of COD (as defined below),
- (c) Developer shall report, or cause its general contractor to report to County, the total amount of sales and use taxes related to the Project that are allocated to the County, and reported on Developer's, general contractor's, and subcontractors' applicable California sales and use tax returns. The obligations of Developer under this Section III.A are hereinafter referred to as the "Developer Sales and Use Tax Responsibilities."
- (d) Guarantee Amounts. In the event that Developer shall fail to perform the Developer Sales and Use Tax Responsibilities and as a result of such failure, with respect to the Project, (i) County receives less than the amount of such sales and use taxes it would have received under existing applicable sales and use tax laws had such responsibilities been fully performed subject to adjustment as set forth in Section IV.C below) or (ii) Local Transportation Authority (LTA) receives less than the amount of such sales and use taxes it would have received under existing applicable sales and use tax laws had such responsibilities been fully-performed, then Developer shall pay, as and when provided below, to County or LTA as applicable, the amount of the applicable shortfall.
- (e) Adjustments to Guarantee Amounts.
- (f) Developer's sales tax guarantee set out in Section III.B above shall be adjusted to be eighty-five percent (85%) of the projected sales and use taxes for the Project. At least ten (10) days prior to the issuance of the first (1st) grading permit, Developer shall provide County with evidence of such projected sales and use taxes, including but not limited to sales taxes receipts, engineering

contracts, procurement contracts, construction contracts. County shall meet with Developer to confirm that amount.

- (g) The amount of sales and use tax are to be generated based on the actual cost of construction of the one hundred megawatt alternating current 100 MW AC solar generation facility.
- (h) The complete amount due to County for the Project must be received within one (1) year after Commercial Operation Date ("COD") for this Project. If, within one (1) year after issuance of the final Certificate of Occupancy, the sales and use taxes received by the County are less than the amount guaranteed for that portion of the project, Developer shall pay the difference to the County.
- (i) Payments to County and LTA as a result of a shortfall shall be due within thirty days of Developer's receipt of written notice of shortfall from the County. Payments received by County after the ninetieth (90th) day following Developer's receipt of notice shall be deemed late. Developer hereby agrees to pay interest at the rate of six percent (6%) per annum of the payment due for any payment received by County beyond the due date. Said interest shall be included with the late payment. The obligation to pay interest shall be stayed when such amounts are disputed in good faith, so long as Developer submits the payments "under written protest." Upon determination of dispute, such interest may be assessed if it is determined that the dispute was not made in good faith.
- (j) In the event that Developer repowers or replaces the equipment onsite, each Site shall be designated as the "Point of Sale" so as to create an additional local tax-funding source for the County of Imperial.

#### **I. Battery Storage Sales Tax Benefit**

- 1.1.1. To the extent permitted by applicable local, state, and Federal law, Developer will require that all qualifying contractors and subcontractors exercise their option to obtain a California Department of Tax and Fee Administration ("CDTFA") sub-permit for the jobsite and allocate all eligible sales and use tax payments to County and the Local Transit Authority ("LTA").
- 1.1.2. Prior to commencement of any construction activity onsite exclusive of grading, , Developer shall require that the contractor or subcontractor provide County with a copy of their CDTFA account number and sub-permit. Developer shall either cause its construction contractor to treat the Project in accordance with California Sales and Use Tax Regulation 1521(b)(2)(B), California Sales and Use Tax Regulation 1521(c)(13)(B), and California Sales and Use Tax Regulation 1826(b) for sales and use tax purposes, or form a "Buying Company," as defined in the California Sales and Use Tax Regulation 1699(h). Developer may adopt an alternate methodology to accomplish this goal if such methodology is approved by the County's Executive Officer prior to issuance of any building permit.
- 1.1.3. No later than forty-five (45) days after the due date for filing sales and use tax returns for each calendar quarter, occurring after the commencement of any construction activity on-site through and including the first anniversary of

commercial operating date ("COD"), Developer shall report, or cause its general contractor to report to County, the total amount of sales and use taxes related to the Project that are allocated to the County, and reported on Developer's, general contractor's and subcontractors' applicable California sales and use tax returns.

**1.1.4. *Guarantee Amounts.*** Prior to the issuance of any building permit for the Project, Developer shall provide County with a guarantee of the minimum sales and use tax that will be received by County and LTA under existing applicable sales and use tax laws. The guaranteed amount shall be based on those material and items subject to sales and use tax laws purchased for the construction of the Project. Should Developer choose to develop the Project in phases, and receives the required approvals from County to do so, then Developer shall provide a separate guarantee amount for each phase of the Project.

- a.** Developer warrants that the sales/use tax guarantee amounts to be provided to County as mandated in this Subparagraph 9.2.4 shall be true and accurate estimates of the projected sales and use taxes that will be generated for this Project.
- b.** Developer shall provide County with evidence of the projected sales/use taxes for the Project, including but not limited to sales tax receipts, and executed or anticipated engineering contracts, procurement contracts, and construction contracts. If the Parties are unable to agree upon a guarantee amount, then the dispute shall be referred to an independent accountant mutually acceptable to both Parties. The costs for such nonbinding mediation shall be borne by Developer.
- c.** Developer warrants that the sales/use tax guarantee amounts to be provided to County as mandated in this Subparagraph 9.2.4 will incorporate any and all sales/use tax exemptions that Developer and/or its contractors and subcontractors intend to utilize, and that such exemptions will be disclosed to County fully and in good faith prior to the issuance of any building permit for this Project.
- d.** Developer understands and acknowledges that the sales/use tax guarantee amounts to be provided to County as mandated by this Subparagraph 9.2.4 are a part of the consideration to be received by County in return for entering into this Agreement, and further understands and acknowledges that County would not enter into this Agreement but for said guarantee from Developer.

**1.1.5.** In the event that County and / or LTA receives less than the amount of sales/use taxes guaranteed pursuant to Subparagraph 9.2.4, then Developer shall pay, as and when provided below, to County or LTA as applicable, the amount of the applicable shortfall.

**1.1.6. *Adjustments to Guarantee Amounts.***

- a.** The amount of sales and use tax anticipated to be generated is based on those material and items subject to sales and use tax laws purchased for the construction of the Project.
- b.** To the extent of any reduction in the size of the Project as the result of any final ruling, stipulated judgment, or settlement, the sales/use tax guarantee amounts

mandated under Subparagraph 9.2.4 shall be reduced pro rata based on the size of such reduction.

- c. Should Developer become aware of a change in circumstances that would materially affect the sales/use tax guarantee amount, then Developer shall, within thirty (30) days of learning of such change in circumstances, inform the County in writing of the change in circumstances. If the County determines that such change in circumstances warrants an adjustment to the sales/use tax guarantee amount, then County shall negotiate in good faith with Developer in revising the sales/use tax guarantee amount. If the Parties are unable to agree upon a revised guarantee amount, then the dispute shall be referred to an independent accountant mutually acceptable to both Parties. The costs for such nonbinding mediation shall be borne by Developer. Failure of the Developer to inform the County of the change in circumstances shall constitute a waiver of Developer's ability to seek any adjustment to the sales/use tax guarantee based on such change in circumstances.

1.1.7. The complete sales/use tax guarantee amount due to County and LTA for the Project must be received within one (1) year after COD for this Project, or such later date as any applicable sales/use tax is due or is transmitted from the CDTFA, unless it is delayed due to causes beyond Developer's control or for which Developer is not responsible. If, within one (1) year after issuance of the final certificate of occupancy, or such later date as any applicable sales/use tax is due or is transmitted from the CDTFA, the sales/use taxes received by the County are less than the sales use tax guarantee amounts mandated under Subparagraph 9.2.4, then Developer shall pay the difference to the County.

1.1.8. Payments to County and LTA as a result of a shortfall shall be due within thirty days of Developer's receipt of written notice of shortfall from the County. Payments received by County after the ninetieth (90th) day following Developer's receipt of notice shall be deemed late. Developer hereby agrees to pay interest at the rate of six percent (6%) per annum of the payment due for any payment received by County beyond the due date. Said interest shall be included with the late payment. The obligation to pay interest shall be stayed when such amounts are disputed in good faith, so long as Developer submits the payments "under written protest." Upon determination of dispute, such interest may be assessed if it is determined that the dispute was not made in good faith.

- In the event that Developer repowers or replaces the equipment onsite, each Site shall be designated as the "Point of Sale" so as to create an additional local tax-funding source for the County of Imperial.

## **S-28 ACCESS**

This project has identified a second heavy construction equipment/vehicle access via Gray's Wells Road and has a direct connection via the I-8. The route is approximately 27 miles in length. As with the Gordon Wells Road access, this option would require the applicant to obtain appropriate right of way (ROW) approvals from the BLM and approvals from the Border Patrol. This access option

1 would utilize a paved frontage road that starts east of the All American Canal and  
2 extends east to the existing I-8 rest stop and BLM desert office.

3 As noted above, either access option (Gordon Wells Road or Grays Wells  
4 Road), project access including heavy vehicle access will require approvals  
5 by the BLM and Border Patrol/Department of Homeland Security. As indicated in  
6 the Draft EIR, the applicant has entered into a Memorandum of Understanding with  
7 the U.S Border Patrol setting forth the project-related activities that may occur on  
8 this existing dirt road used by the U.S. Border Patrol.

9 **S-29 ACCEPTANCE:**

10 Acceptance of this permit shall be deemed to constitute agreement by Permittee  
11 with all terms and conditions herein contained.

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1  
2 **NOW THEREFORE**, County hereby issues the Conditional Use Permit #20-0020,  
3 and Permittee hereby accepts such permit upon the terms and conditions set forth herein.

4 **IN WITNESS THEREOF**, the parties hereto have executed this Agreement the day  
5 and year first written.

6  
7  
8 **PERMITTEE:**

9  
10   
11 \_\_\_\_\_  
12 Ziad Alaywan

1-10-2024  
\_\_\_\_\_  
Date

13  
14 **COUNTY OF IMPERIAL**, a political subdivision of the **STATE OF CALIFORNIA**

15  
16  
17   
18 \_\_\_\_\_  
19 James A. Minnick,  
20 Director, Planning & Development Services  
Department

1/16/24  
\_\_\_\_\_  
Date



1 **PERMITTEE NOTARIZATION**

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

4 STATE OF CALIFORNIA

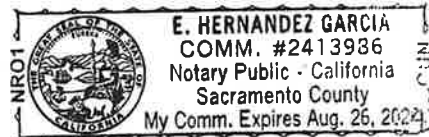
5 COUNTY OF Sacramento } S.S.

6  
7 On January 10<sup>th</sup> 2024 before me, Edgar Hernandez Garcia a Notary  
8 Public in and for said County and State, personally appeared  
9 Ziad Alaywan, who proved to on the basis of  
10 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
11 and acknowledged to me that he/she/they executed the same in his/her/their authorized  
12 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
13 upon behalf of which the person(s) acted, executed the instrument.

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

16 WITNESS my hand and official seal

17 Signature 



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

20 Title or Type of Document Agreement for Conditional Use permit  
21 Number of Pages 36 Date of Document 1/10/2024  
22 Signer(s) Other Than Named Above N/A

23 Dated 1/10/2024

**COUNTY NOTARIZATION**

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.

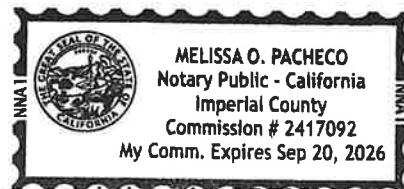
STATE OF CALIFORNIA  
COUNTY OF IMPERIAL } S.S.

On Jan 16, 2024 before me, Melissa O. Pacheco a Notary Public in and for said County and State, personally appeared James Alvin Minnick, 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]



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 Agreement for CUP 20-0020  
Number of Pages 36 Date of Document Jan 10, 2024  
Signer(s) Other Than Named Above Ziad Alaywan

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**RECEIVED**

FEB 21 2024

IMPERIAL COUNTY  
PLANNING & DEVELOPMENT SERVICES  
Page 36 of 36