

RECORDING REQUESTED BY: )  
 First American Title Company )  
 )  
 AND WHEN RECORDED MAIL TO: )  
 Center for Natural Lands Management )  
 27258 Via Industria, Suite B )  
 Temecula, CA 92590 )  
 )  
 WITH COPIES TO: )  
 County of San Benito )  
 Attn: County Counsel )  
 481 4th Street )  
 Hollister, CA 95023-3840 )  
 )  
 California Department of Fish and Wildlife )  
 Central Region (Region 4) )  
 1234 E. Shaw Avenue )  
 Fresno, CA 93710 )

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SPACE ABOVE LINE FOR RECORDER'S USE

**THIRD AMENDMENT TO  
 IRREVOCABLE OFFER OF DEDICATION  
 OF  
 CONSERVATION EASEMENT  
 AND  
 DECLARATION OF RESTRICTIVE COVENANTS**

(Panoche Valley Project Preserve -- Development Footprint Area Conservation Lands)

**THIS THIRD AMENDMENT TO THE IRREVOCABLE OFFER OF DEDICATION OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** ("Third Amendment") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by Panoche Valley Solar LLC, a Delaware limited liability company ("PVS" or "Offeror"), Center for Natural Lands Management, a California § 501(c)(3) nonprofit corporation ("CNLM" or "Offeree") and the County of San Benito, California ("County" or "Alternative Offeree"), with reference to the following facts:

**RECITALS**

A. On December 11, 2015, Offeror recorded that certain Irrevocable Offer of Dedication of Conservation Easement and Declaration of Restrictive Covenants ("Offer and Declaration") in the Official Records of San Benito County (Document No. 2015-0011956), which irrevocably offered a Conservation Easement over certain land located within San Benito County that will be the site of a solar photovoltaic energy generating

facility (“Project”), where such Conservation Easement will be accepted and recorded prior to the commencement of activities to decommission the Project.

B. On March 8, 2016, Offeror recorded that certain First Amendment to the Irrevocable Offer of Dedication of Conservation Easement and Declaration of Restrictive Covenants (“First Amendment”) in the Official Records of San Benito County (Document No. 2016-0002156), which added the California Department of Fish and Wildlife (“CDFW”) as a Second Alternative Offeree in the event that the County, as Alternative Offeree, does not timely accept the grant of Conservation Easement.

C. On January 5, 2018, Offeror recorded that certain Second Amendment to the Irrevocable Offer of Dedication of Conservation Easement and Declaration of Restrictive Covenants (“Second Amendment”) in the Official Records of San Benito County (Document No. 2018-0000096), which replaced existing Exhibits A-2, B, and B-5 with revised versions, and added Exhibit B-6 to depict the location of Parcel F showing an access easement for the switch yard.

D. The Offer and Declaration, as amended, contemplates a Development Footprint Area of approximately 2,054 acres, as depicted in Exhibit A-2 (Development Footprint Area) and described in Exhibit B (Legal Description of Development Footprint Area).

E. Section 1 of the Offer and Declaration provides that County shall have authority to approve the form of the final Conservation Easement prior to its recordation. Section 17 of the Offer and Declaration contemplates that prior to acceptance of the Development Footprint Area Conservation Easement, Offeror may make adjustments to the boundaries of the Development Footprint Area to accommodate open space and habitat management objectives, final road and other infrastructure alignments, and other Project-related matters, after the review and approval of such adjustments by County.

F. Pursuant to Sections 1 and 17 of the Offer and Declaration, Offeree and Offeror desire to (1) remove certain parcels from the Development Footprint Area (“Adjusted Conservation Area”) and from the eventual Development Footprint Area Conservation Easement, and (2) concurrently grant a conservation easement over the Adjusted Conservation Area (“Adjusted Conservation Easement”), attached as Exhibit H, in favor of Wildlife Heritage Foundation, a California nonprofit public benefit corporation. County desires to provide its approval of (1) the Adjusted Conservation Area, and (2) the Adjusted Conservation Easement.

G. All capitalized terms defined in the Offer and Declaration, First Amendment, and Second Amendment shall have the same meanings when used herein, except as otherwise provided herein.

NOW, THEREFORE, in consideration of the above Recitals and consistent with the Purposes of the Offer and Dedication, the Parties hereby amend the Offer and Declaration as follows:

1. Partial Satisfaction and Release of Offeror. Offeror, Offeree, and County acknowledge and agree that recordation of the Adjusted Conservation Easement fully satisfies the obligations of Offeror under the Offer and Declaration with respect to the Adjusted Conservation Area. Offeree and County hereby release and discharge Offeror from the Offer and Declaration with respect to the Adjusted Conservation Area, subject to the recordation of the Adjusted Conservation Easement in the form set forth as Exhibit H prior to or on the same date as this Third Amendment. Should the Conservation Easement not be recorded prior to or on the same date as this Third Amendment, this Third Amendment shall have no force and effect.
2. Calculation of Endowment. Without limitation, Offeror, Offeree, and County agree that the Adjusted Conservation Area shall not be included for the purposes of calculating the funds necessary to establish an endowment for the perpetual monitoring, enforcement, defense, and/or stewardship of the Development Footprint Area Conservation Easement, pursuant to Section 21 of the Offer and Declaration.
3. Exhibit A-1 (Map of Project) is hereby replaced in full with a revised Exhibit A-1, as attached.
4. Exhibit A-2 (Development Footprint Area) is hereby replaced in full with a revised Exhibit A-2, as attached. For the avoidance of doubt, the Development Footprint Area has been adjusted to approximately 1,139 acres.
5. Exhibit B (Legal Description of Development Footprint Area) is hereby replaced in full with a revised Exhibit B, as attached.
6. Exhibit G (Adjusted Conservation Area) is hereby added to depict the areas removed from the Development Footprint Area and included in the Adjusted Conservation Easement.
7. Exhibit H (Form of Adjusted Conservation Easement) is hereby added to identify the Adjusted Conservation Easement that shall be recorded concurrently with this Third Amendment.
8. Except as expressly amended herein, the Offer and Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, Offeror and Offeree have executed this Third Amendment as of the day and year first above written.

**SIGNATURES ON FOLLOWING PAGES**

**OFFEROR:**

**Panoche Valley Solar LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_  
Mark A. Noyes  
President

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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of officer)

personally appeared \_\_\_\_\_,  
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)

**(Seal)**

**OFFEREE:**

**Center for Natural Lands Management, a  
California §501(c)(3) nonprofit corporation**

By: \_\_\_\_\_

David R. Brunner  
President and Executive Director

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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of officer)

personally appeared \_\_\_\_\_,  
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)

**(Seal)**

**COUNTY:**

**County of San Benito**, a  
political subdivision of the State of California

By: \_\_\_\_\_

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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of officer)

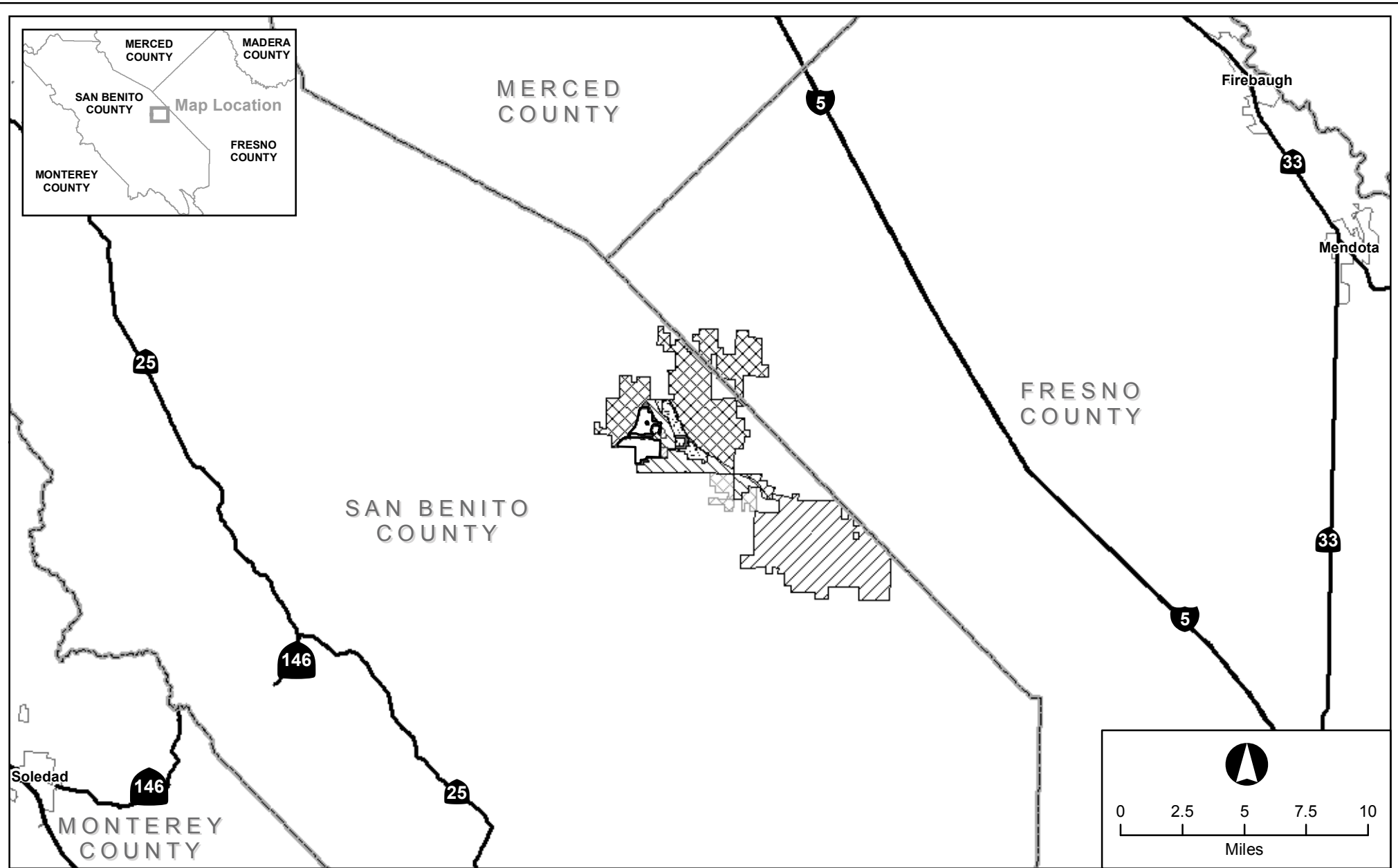
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)

**(Seal)**



**LEGEND**

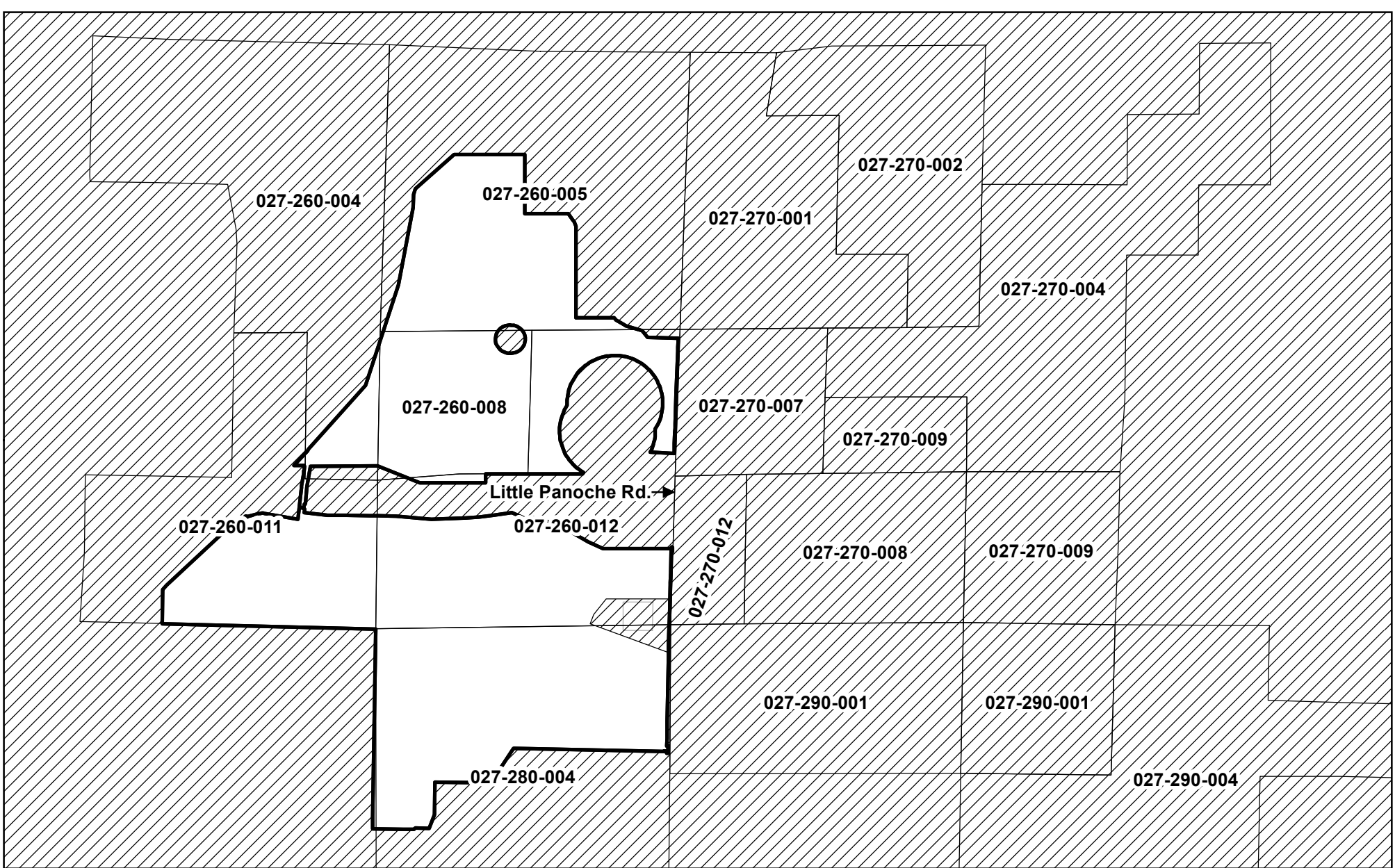
- |   |  |                                      |
|---|--|--------------------------------------|
| Highway   | On-Site HM Lands   | Adjusted Conservation Area           |
| Panoche Valley Solar Project Development Footprint Area | Temporary Laydown Yard (to be Converted to On-Site HM Land after Construction) | Panoche Valley HM Lands              |
| County Boundary   | Valadeao Ranch HM Lands  | Silver Creek Ranch Conservation Area |
| Municipal Boundary                                      | Valley Floor HM Lands  |                                      |

**EXHIBIT A-1**





**PANOCH VALLEY SOLAR PROJECT**

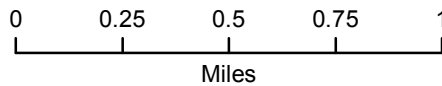
**OVERVIEW**



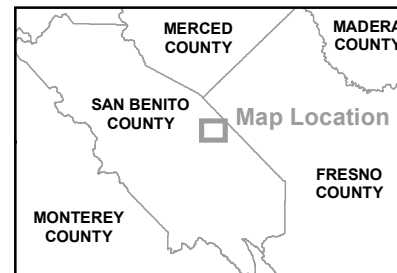


**LEGEND**

-  Panoche Valley Solar Project Development Footprint Area
-  Parcel Boundary
-  Switchyard Parcel
-  Not a Part



Data Sources: County of San Benito, ESRI, PVSP.  
SPCS NAD83 CA Zone IV Feet.



**EXHIBIT A-2**

**PANOCH VALLEY SOLAR PROJECT**

**PARCEL DETAILS**

## EXHIBIT B – LEGAL DESCRIPTION OF DEVELOPMENT FOOTPRINT AREA

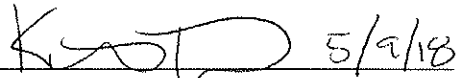
**BEING A PORTION** of that certain Parcel 1 as is found shown on Parcel Map No. 1238-16, recorded October 20, 2016, in Book 11 of Parcel Maps, page 48, San Benito County Records, bounded by a line more particularly described as follows:

**BEGINNING AT** the most westerly corner common to said Parcel 1 and also to that certain Parcel 2 as is shown on the same said Parcel Map No. 1238-16 and from which the southwesterly corner of Section 8, Township 15 South, Range 10 East, Mount Diablo Base and Meridian bears North 88° 38'00" West, 1416.01 feet distant; thence along the line common to said Parcel's 1 and 2 the following courses: North 01°15'00" East, 609.98 feet; thence North 41°19'09" East, 100.77 feet; thence North 47°07'42" East, 1534.21 feet; thence North 63°30'46" East, 24.54 feet; thence North 63°30'46" East, 118.12 feet; thence North 59°12'17" East, 213.14 feet; thence North 74°49'41" East, 221.09 feet; thence North 78°12'40" East, 24.94 feet; thence North 84°32'36" East, 24.84 feet; thence South 89°04'59" East, 25.03 feet; thence South 82°53'16" East, 24.08 feet; thence South 79°45'06" East, 604.51 feet; thence North 05°40'28" East, 583.40 feet; thence North 09°06'31" East, 372.56 feet; thence South 89°47'13" West, 198.60 feet; thence North 42°21'47" East, 376.80 feet; thence North 13°46'53" East, 20.87 feet; thence North 41°59'20" East, 1531.60 feet; thence North 18°09'47" East, 1007.41 feet; thence North 18°09'47" East, 880.40 feet; thence North 10°41'05" East, 1399.90 feet; thence North 02°24'41" East, 232.94 feet; thence North 15°04'50" East, 108.72 feet; thence North 48°38'10" East, 917.96 feet; thence North 90°00'00" East, 1264.20 feet; thence South 00°00'00" East, 1049.48 feet; thence North 90°00'00" East, 803.01 feet; thence South 24°22'52" East, 114.39 feet; thence South 36°05'06" East, 48.99 feet; thence South 22°14'27" East, 90.09 feet; thence South 00°00'00" West, 1626.92 feet; thence North 90°00'00" East, 680.17 feet; thence South 52°19'01" East, 174.33 feet; thence South 60°09'01" East, 53.66 feet; thence South 60°08'57" East, 27.66 feet; thence South 73°44'15" East, 258.69 feet; thence South 73°44'15" East, 41.04 feet; thence South 37°48'17" East, 152.04 feet; thence South 88°00'23" East, 547.63 feet, more or less, to a point in the westerly line of Little Panoche Road, 60.00 feet wide, as is shown on the above said Parcel Map No. 1238-16; thence along said westerly line South 02°00'00" West, 2053.92 feet; thence leaving said westerly line and running along the said line common to Parcel's 1 and 2 the following courses: North 87°20'03" West, 424.69 feet to a point; thence leaving said common line along a non-tangent curve to the left, the radius point of which bears North 63°24'02" West, 852.90 feet distant, having a central angle of 29°05'47", and an arc length of 433.13 feet; thence along a non-tangent curve to the left, the radius point of which bears North 57°36'28" West, 852.90 feet distant, having a central angle of 214°53'22", and an arc length of 3198.83 feet; thence along a non-tangent curve to the left the radius point of which bears South 57°36'28" East, 852.90 feet, having a central angle of 92°33'35", and an arc length of 1377.84 feet, to a point in the said line common to Parcel's 1 and 2; thence, along a non-tangent curve to the left the radius point of which bears South 56°17'58" East, 852.13 feet distant, having a central angle of 61°03'01", and an arc length of 907.96 feet to a point; thence North 90°00'00" West, 1731.08 feet; thence South 00°00'00" East, 165.00 feet; thence North 90°00'00" West, 1224.11 feet; thence North 67°51'25" West, 823.18 feet; thence South 89°47'13" West, 1135.70 feet; thence South 09°06'31" West, 385.98 feet; thence

South 05°40'28" West, 446.43 feet; thence South 82°52'23" East, 397.28 feet; thence South 89°15'22" East, 923.52 feet; thence South 89°15'40" East, 319.68 feet; thence South 84°56'00" East, 628.96 feet; thence North 88°12'24" East, 620.75 feet; thence North 85°55'12" East, 225.23 feet; thence North 82°01'41" East, 259.44 feet; thence North 82°01'51" East, 331.21 feet; thence South 66°14'49" East, 329.22 feet; thence North 66°26'13" East, 118.33 feet; thence South 72°05'59" East, 452.05 feet; thence South 60°40'25" East, 602.65 feet; thence South 65°03'51" East, 218.20 feet; thence North 89°56'02" East, 1280.12 feet to a point in the said westerly line of Little Panoche Road; thence along said westerly line South 01°36'30" West, 1385.42 feet; thence South 01°06'14" West, 2257.98 feet to the corner of said Parcel 1, said corner also being common to that certain Parcel 4 as is shown on the above said Parcel Map No. 1238-16; thence along said common line to Parcels 1 and 4 the following courses: North 88°48'41" West, 2729.05 feet; thence South 33°09'36" West, 623.12 feet; thence North 89°00'00" West, 258.69 feet; thence South 70°25'45" West, 158.00 feet; thence South 49°51'30" West, 72.43 feet; thence North 88°45'00" West, 592.91 feet; thence South 01°15'00" West, 581.01 feet; thence South 20°21'52" West, 260.52 feet; thence North 89°00'00" West, 249.17 feet; thence South 45°24'16" West, 34.99 feet; thence North 89°00'00" West, 732.09 feet to the southwesterly corner of said Parcel 1; thence along the westerly and southerly lines of said Parcel 1 North 00°52'37" East, 3565.51 feet; thence North 88°38'12" West, 2613.45 feet; thence North 88°38'00" West, 1196.78 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM the following described parcel of land:

ALL OF THAT certain real property conveyed by Grant Deed from Panoche Valley Solar, LLC, a Delaware Limited Liability company, to Pacific Gas and Electric Company, a California corporation, recorded October 2, 2017 at Recorders File Number 2017-0008919, San Benito County Records.

 5/9/18  
 Kenneth J Weatherly  
 PLS 6875 exp. 9/30/2018



DEVELOPMENT  
FOOTPRINT AREA

APN 027-380-002

APN 027-380-001

APN 027-380-002

LITTLE PANOUCHE ROAD

APN 027-380-002

DEVELOPMENT  
FOOTPRINT AREA

P.G. & E. PER 2017-0008919

APN 027-380-001

DEVELOPMENT  
FOOTPRINT AREA

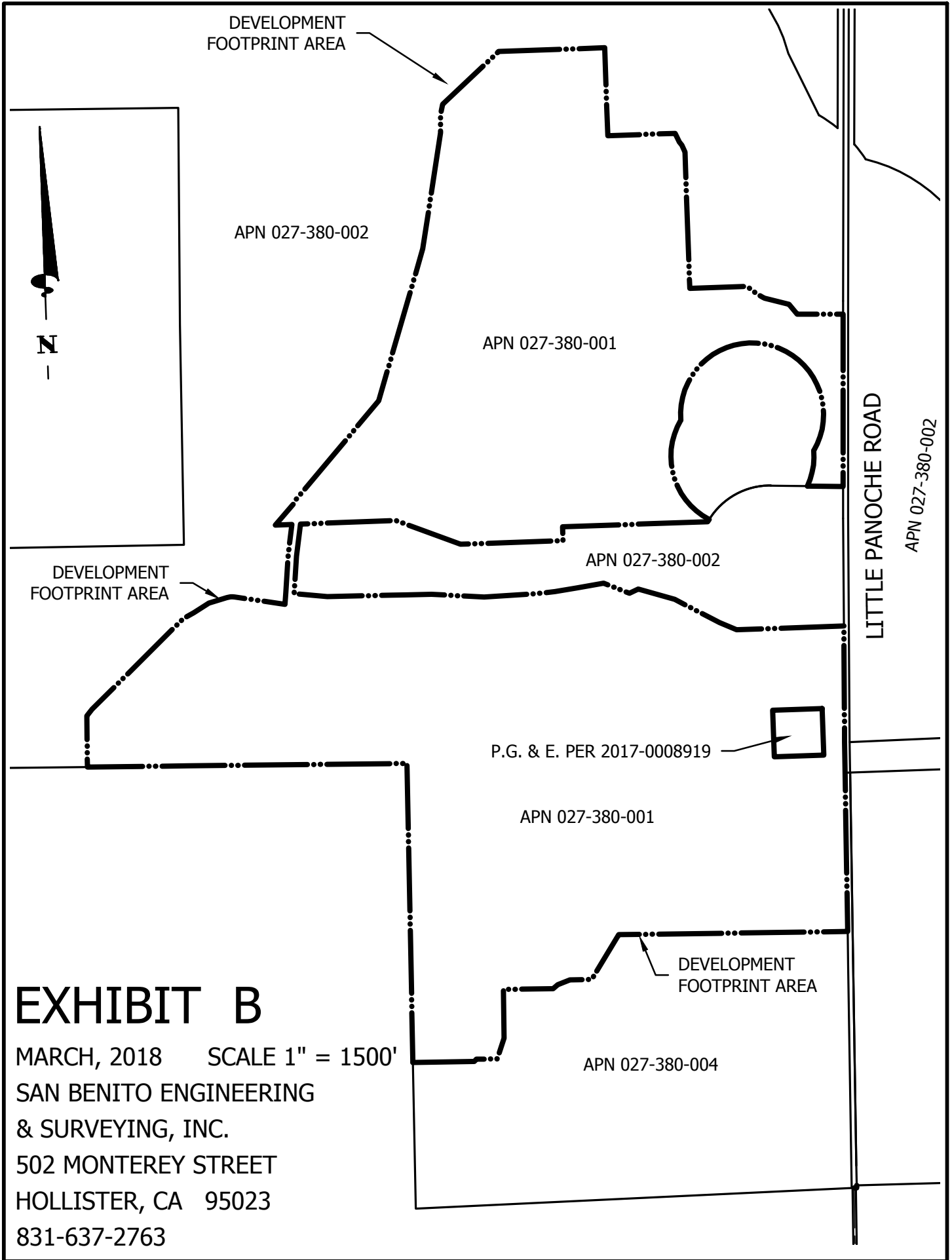
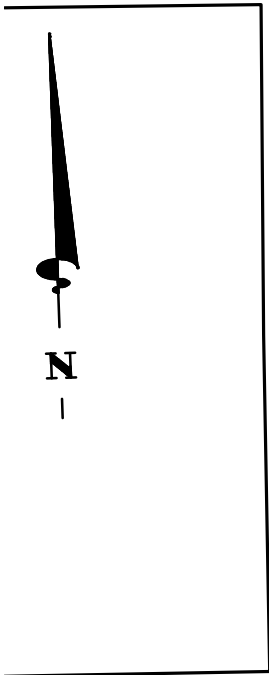
APN 027-380-004

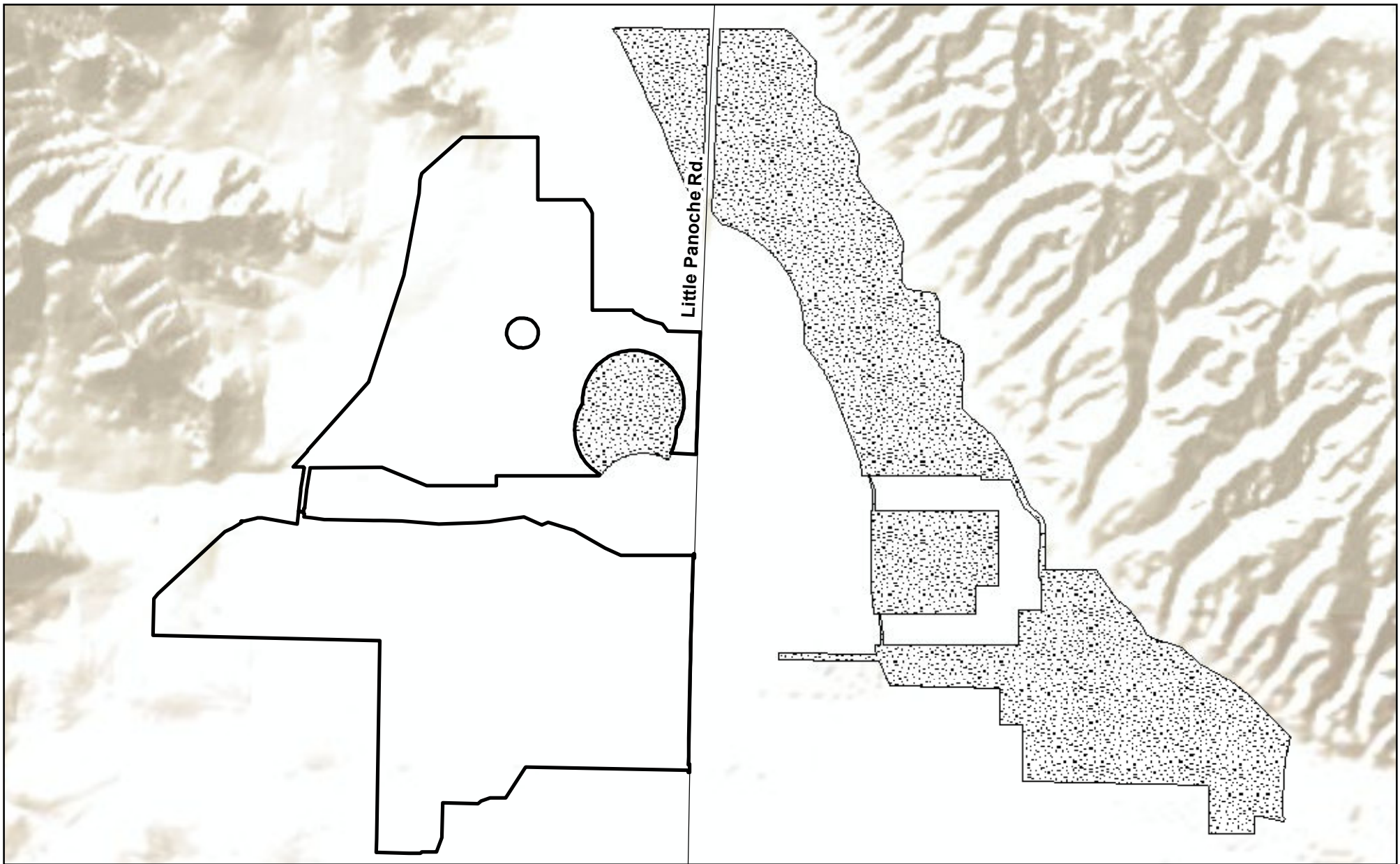
# EXHIBIT B

MARCH, 2018 SCALE 1" = 1500'




SAN BENITO ENGINEERING  
& SURVEYING, INC.

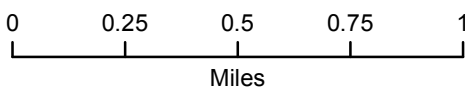
502 MONTEREY STREET  
HOLLISTER, CA 95023  
831-637-2763



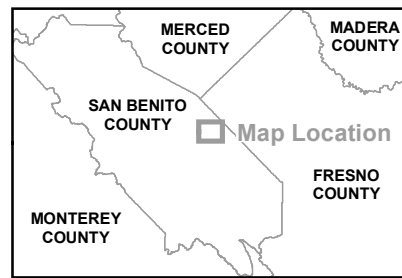


**LEGEND**

-  Little Panoche Road
-  Panoche Valley Solar Project Development Footprint Area
-  Adjusted Conservation Area



Data Sources: County of San Benito, ESRI, PVSP.  
SPCS NAD83 CA Zone IV Feet.



**EXHIBIT G**

**PANOCH VALLEY  
SOLAR PROJECT**

**ADJUSTED CONSERVATION  
AREA**