



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 31, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF EXCHANGE OF REAL PROPERTY BY AND BETWEEN THE
COUNTY OF LOS ANGELES AND NRG SOLAR ALPINE, LLC
UNINCORPORATED GORMAN AREA, ANTELOPE VALLEY
(FIFTH DISTRICT) (4-VOTES)**

SUBJECT

Approve the exchange of property by and between the County of Los Angeles and NRG Solar Alpine, LLC consisting of an approximately 10-acre parcel of surplus County-owned real property identified as Assessor's Parcel Number 3256-016-900 located in the unincorporated Gorman Area, for an approximately 40-acre parcel identified as Assessor's Parcel Number 3256-017-020 containing environmentally sensitive land owned by NRG Solar Alpine, LLC.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the County-owned Assessor's Parcel Number 3256-015-900, as shown on the map and legally described in the Quitclaim Deed, is not required for County use and is surplus to any immediate or foreseeable County need.
2. Find that the conveyance of the surplus County-owned Assessor's Parcel Number 3256-015-900 is categorically exempt under Section 15312 of the California Environmental Quality Act.

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Intra-County Correspondence Sent Electronically Only***

3. Find that the County's acquisition of the NRG Solar Alpine, LLC Assessor's Parcel Number 3256-017-020 containing sensitive environmental habitat, in order to preserve open space or lands for park purposes, is categorically exempt under Section 15325 of the California Environmental Quality Act and Class 25 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.
4. Find that NRG Solar Alpine, LLC Assessor's Parcel Number 3256-017-020 currently owned by NRG Solar Alpine, LLC is required for County use because of its advantageous location within the Joshua Tree Woodland Habitat Significant Ecological Area, which will serve the Department of Parks and Recreation in their efforts to preserve sensitive environmental resources in the Antelope Valley.
5. Approve the conveyance of the County's right, title, and interest in the County-owned Assessor's Parcel Number 3256-015-900, in the unincorporated Antelope Valley, to NRG Solar Alpine, LLC, and instruct the Mayor to sign the Exchange Agreement and Quitclaim Deed, exchanging the parcels by and between the County and NRG Solar Alpine, LLC.
6. Authorize the Chief Executive Office to execute any other documents necessary to complete the exchange upon approval as to form by County Counsel.
7. Direct the Department of Parks and Recreation to take the necessary steps to designate the NRG Solar Alpine, LLC Assessor's Parcel Number 3256-017-020 as the Neenach Habitat Preserve upon conveyance.
8. Instruct the Assessor to remove the NRG Solar Alpine, LLC Assessor's Parcel Number 3256-017-020 from the tax rolls upon the transfer of title.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the exchange of an approximately 10-acre parcel of unimproved, surplus County-owned Assessor's Parcel Number 3256-015-900 (County Parcel) located in the unincorporated Gorman Area in the Antelope Valley for a 40-acre parcel owned by NRG Solar Alpine, LLC (NRG) containing an environmentally sensitive Joshua Tree habitat.

NRG is a generator of solar energy who has acquired multiple parcels in the northern part of the County for solar energy generation and transmission. The County Parcel is located in between NRG's solar photovoltaic electric generating plant and the Neenach substation. NRG desires to acquire the County Parcel in order to establish a 75-foot

right-of-way to connect its plant to the substation. NRG desires to construct a one-mile undergrounded generation-tie line within the right-of-way and has offered the NRG Solar Alpine, LLC Assessor's Parcel Number 3256-017-020 (NRG Parcel) as consideration.

In order for NRG's electrical line to reach the substation, NRG has reserved a utility easement approximately 99,447 square feet in size along the street frontage of the NRG Parcel. The easement will allow NRG to underground their electrical line the length of the property and at the same time maintain the surface of the parcel accessible to the public in the event the parcel is developed in the future.

The exchange of the subject properties will facilitate the transmission of alternative energy to the public and meet the County's goal of rehabilitating and preserving recreational and environmental resources in the Antelope Valley.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan goal of Community and Municipal Services (Goal 3) directs the County to ensure quality regional open space, recreational, and public works infrastructure services for County residents. Exchanging the smaller unimproved County Parcel for a larger parcel containing sensitive wilderness habitat within the County's Significant Ecological Area (SEA) allows the County to preserve a natural, open space resource and is consistent with this goal.

FISCAL IMPACT/FINANCING

Based on the recommended actions, the Department does not anticipate any additional one-time or ongoing costs. The newly acquired Exchange Parcel containing the Joshua Tree Habitat has operating and maintenance requirements, which will be fulfilled with existing park staff and resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County acquired the County Parcel through the tax default process in the 1950's and has been holding it on the Chief Executive Office's (CEO) surplus property list for sale for several years. In 2005, the Department of Parks and Recreation (Parks) requested to have the County Parcel held from sale and to remain undeveloped until that time that funding becomes available or user demand dictates.

Parks' staff biologist has evaluated the environmental habitat within the NRG Parcel and has determined that it contains several acres of native Joshua Trees whose location within the County's SEA necessitates their preservation. Additionally, the biologist reviewed the NRG Parcel and found it to be better suited for County park purposes than

the existing 10 acre site. Upon acquisition of the NRG Parcel, Parks intends to begin the process of incorporating the parcel within the SEA.

CEO's staff appraiser has determined that the 40-acre NRG Parcel is superior in size, location, and fair market value in comparison to the County's 10-acre parcel.

A preliminary title report has been issued and reveals no claims or encumbrances, which would significantly affect or impair the NRG Parcel's title. An environmental site assessment of the NRG Parcel was also conducted by the County's Department of Public Works, which determined that no environmental mitigation measures were warranted.

The exchange of properties between the County and NRG is authorized by Section 25365 of the California Government Code, which authorizes real property exchanges between the County and corporations when the property to be transferred by the County is not required for County use and the property to be acquired is required for County use. Notification of your Board's intended action has been published in compliance with Government Code Section 6061.

As required by Government Code Section 65402, notification of the proposed sale was submitted to the County's Department of Regional Planning (DRP), which has jurisdiction for determining conformance with the adopted general plan. On February 2, 2011, the CEO received a response from DRP stating that the exchange of parcels is consistent with the goals and policies of the governing Antelope Valley Plan. Notice was also given to Parks of the proposed exchange as required by Government Code Section 54222.

County Counsel has reviewed the Exchange Agreement and Quitclaim Deed related to the proposed exchange and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The conveyance of the surplus County Parcel is categorically exempt from California Environmental Quality Act (CEQA) pursuant to Section 15312 of the State CEQA guidelines. The acquisition of property in order to preserve open space or lands for park purposes is categorically exempt from CEQA pursuant to Section 15325 of the State CEQA guidelines and Class 25 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. Upon conveyance of the property to NRG, NRG will be responsible for complying with any CEQA requirements in connection with the use of the property.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The County Parcel is currently vacant, unimproved land maintained by Parks. Upon exchange of the properties, Parks will assume responsibility for the maintenance of the 40-acre parcel and provide the same routine maintenance and observation of existing conditions, as currently performed on the County Parcel. Acquisition of the larger parcel will allow Parks to begin the process of planning for the long-term preservation and incorporation of the property into the SEA.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two executed originals of the Exchange Agreement and Quitclaim Deed for the Property to be conveyed as part of the exchange, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully Submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:WLD
CM:RH:ls

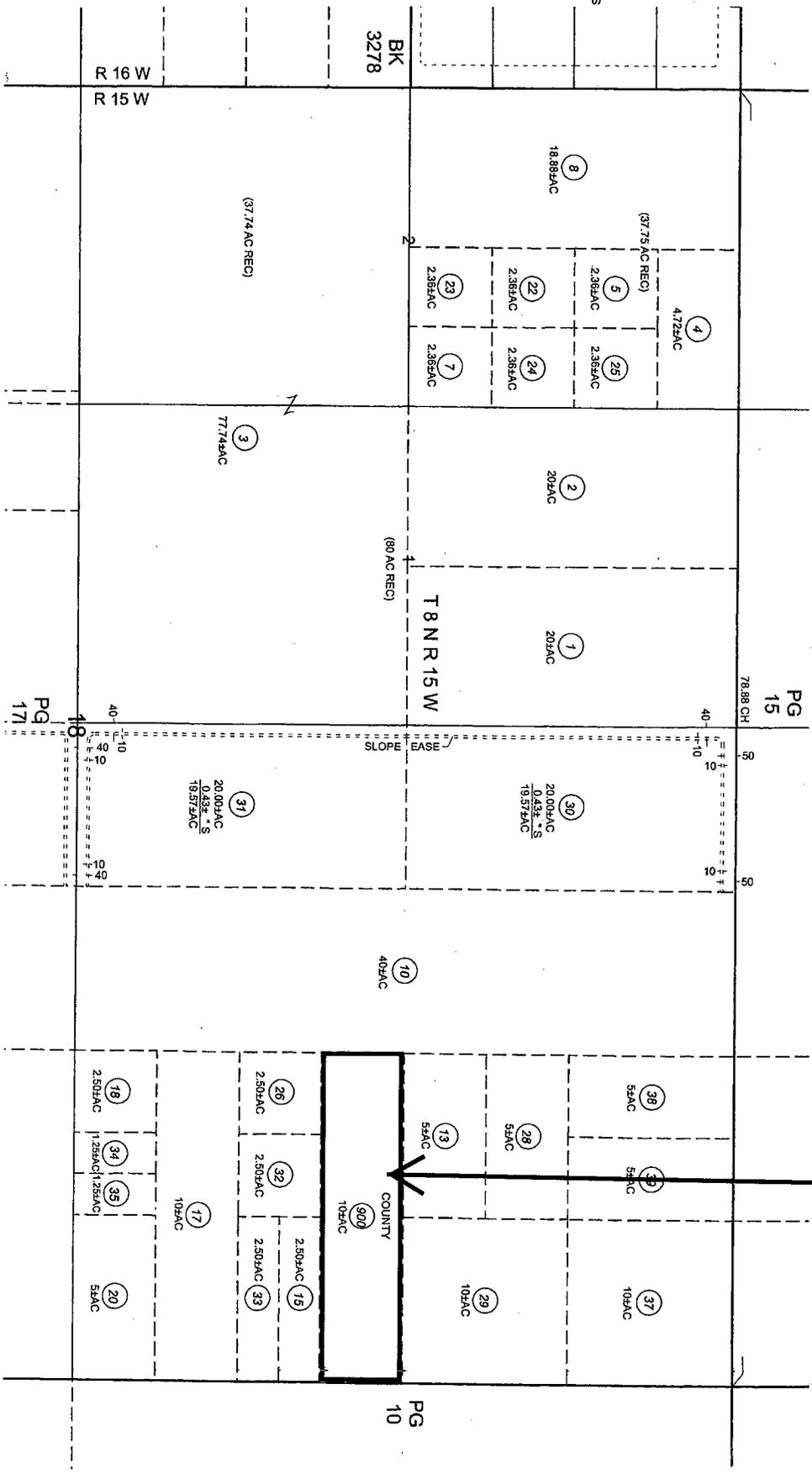
Attachments

- c: Executive Office, Board of Supervisors
- Auditor-Controller
- County Counsel
- Assessor
- Parks and Recreation

2007



MAPPING AND GIS SERVICES
SCALE 1" = 400'

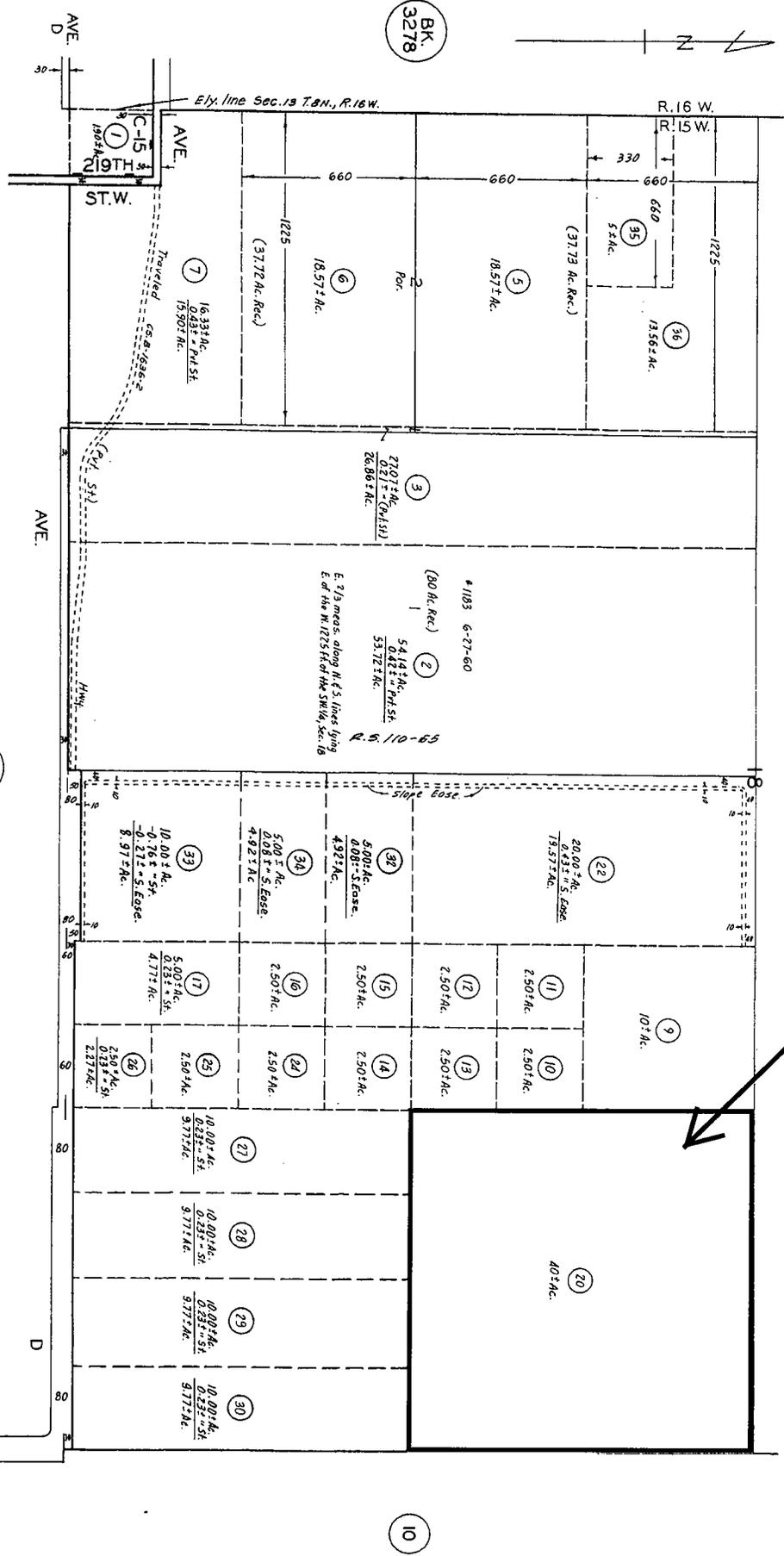


COUNTY PARCEL TO BE CONVEYED TO NRG

1994

NRG PARCEL TO BE CONVEYED TO COUNTY

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CODE
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H.T.S.
THOR

FOR PREV. ASSMNT SEE:
3255-6 & 12

T. 8N., R. 15W.

PROPERTY OF MOLLIE A. SILVEY
M.R. 72-67-68

ASSESSORS MAP
COUNTY OF LOS ANGELES, CALIF.

**EXCHANGE AGREEMENT FOR TRANSFER OF REAL PROPERTY BY AND
BETWEEN NRG SOLAR ALPINE LLC
AND THE COUNTY OF LOS ANGELES**

This Exchange Agreement for Transfer of Real Property (the "Agreement") is made and entered into this _____ day of _____, 2011, by and between NRG Solar Alpine LLC , a Delaware limited liability company ("NRG"), and the County of Los Angeles, a body corporate and politic (the "County").

RECITALS

WHEREAS, County is the owner of an approximately 10-acre parcel ("County Parcel") of unimproved land that is no longer required for County use and is located adjacent to 210th St. West in the unincorporated Gorman Area of the Antelope Valley , County of Los Angeles, State of California, legally described in Exhibit "A", and depicted in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

WHEREAS, NRG is the owner of an approximately 40-acre parcel ("NRG Parcel") of sensitive environmental land consisting of native Joshua Trees that is required for County use and is located adjacent to 210th St. West in the unincorporated Gorman Area of the Antelope Valley , County of Los Angeles, State of California, legally described in Exhibit "C," and depicted in Exhibit "D," both of which are attached hereto and incorporated herein by this reference.

WHEREAS, NRG desires to acquire the County Parcel for, among other things, the purpose of installing underground utility lines designed to transmit solar energy;

WHEREAS, County desires to acquire the NRG Parcel for, among other things, the purpose of preserving the existing environmental habitat located on the property by connecting the NRG Parcel with the adjacent Joshua Tree Woodland Habitat Significant Ecological Area already owned by the County.

WHEREAS, the parties agree that, the value to the parties of the County Parcel and the NRG Parcel will be equal; and

WHEREAS, the parties hereto desire, pursuant to Government Code section 25365, and other applicable law, to effectuate an exchange of the County Parcel for the NRG Parcel at Closing, in accordance with the provisions of this Agreement.

NOW THEREFORE, based on the foregoing recitals, which are hereby deemed a contractual part hereof, and for other good and valuable consideration the parties hereto do agree as follows:

1. NRG's Obligations With Regard to Acquisition of NRG Parcel by County.

1.1 Exchange of NRG Parcel and County Parcel. County will acquire the NRG Parcel and NRG will acquire the County Parcel as described in the above-referenced exhibits upon close of escrow ("Closing"). The NRG Parcel shall not be encumbered by any

covenants, conditions or restrictions, except those contained in the preliminary title report issued by Lawyers Title Company dated July 1, 2010 for order no. 210535494 and the title company's standard printed exceptions (collectively, the "NRG Parcel Permitted Exceptions"), unless approved in writing by County. If, for any reason, County is unable to acquire the NRG Parcel at the Closing, County, at its option, may, upon written notice to NRG, terminate this Agreement, and thereafter neither party shall have any further obligations pursuant to this Agreement.

1.2 Preparation of Reports and Documentation Relating to NRG Parcel. NRG has caused to be prepared, at no expense to the County, the following: (1) a legal description of the NRG Parcel; (2) a preliminary title report for the NRG Parcel; and (3) a Phase I environmental site investigation report dated December 14, 2010, and prepared by Avalon Environmental, job number 0920-522-2. NRG has provided a copy of each of the above items to the County for its review and approval. NRG shall have a continuing obligation to disclose to the County any conditions subsequently and actually discovered or made known to NRG that would materially alter the findings and conclusions of any of the above items up to the date of close of escrow; provided, however, that County acknowledges and agrees that NRG does not intend to undertake, and has not undertaken, any affirmative investigations of the NRG Parcel except for the above items.

2. Property Inspection. County shall be entitled to access the NRG Parcel to conduct such property inspections as it deems appropriate at all times during the course of Escrow. NRG shall take all steps necessary to ensure that County and its representatives shall have the right of entry to the NRG Parcel at all times during the period of Escrow for the purpose of conducting such inspections. Where County, during inspection, observes or discovers defects in the NRG Parcel that may prevent its acquisition by County, County shall notify NRG, and NRG shall take such steps as may be necessary to eliminate said defects. Nothing herein places upon County any duties or obligations to inspect the NRG Parcel or to discover defects with the NRG Parcel. County shall indemnify, defend, protect and hold NRG harmless from any and all claims, losses, liabilities, suits, actions, costs or expenses (including reasonable attorneys' fees) arising out of any such pre-closing inspections of and entry on the NRG Parcel by County or its employees or agents.

3. Transfer of Property Interests.

3.1 Opening of Escrow. Unless already opened by NRG, within three (3) days of the County's Approval of the Agreement, NRG shall open an escrow (the "Escrow") with Lawyers Title Company ("Escrow Holder"), for the purpose of consummating the transaction involving the conveyance to County of the NRG Parcel, and conveyance of the County Parcel to NRG.

3.2 Basic Escrow Instructions. A copy of this Agreement shall be deposited with the Escrow Holder and shall constitute the basic escrow instructions relating to the exchange of properties between the County and NRG.

3.3 Execution of Additional Escrow Documents. The parties shall execute and deliver to Escrow Holder, within five (5) business days after receipt, such additional escrow

instructions prepared by the Escrow Holder as may be required to consummate the transactions contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.

3.4 Deeds. At least one (1) day before the Closing, County shall deposit into Escrow a Quitclaim Deed in substantially the form attached hereto as Exhibit "E", duly executed and authorized by County. At least one (1) day before the Closing, NRG shall deposit into Escrow a Grant Deed in substantially the form attached hereto as Exhibit "F", duly executed and authorized by NRG.

3.5 Escrow Holder. Escrow Holder shall:

- (i) Pay and charge to NRG for the NRG Parcel and for the County Parcel, any delinquent taxes, and penalties and interest thereon, and for any delinquent or non delinquent assessments or bonds against said parcels, except those which title is to be taken subject to, in accordance with the terms of this Agreement;
- (ii) Pay and charge NRG for any amounts necessary to place the title to the NRG Parcel and the County Parcel in the condition necessary to effect the exchange contemplated by this Agreement; including title insurance, documentary transfer tax, and all Escrow fees and recording fees; and
- (iii) Record the Deeds; deliver to NRG and County copies of the Escrow closing statements; and deliver to NRG and County any items or documents given to Escrow Holder to hold for NRG and/or County, when the conditions of Escrow have been fulfilled by NRG and County.
- (iv) Real estate taxes and other expenses of each property shall be prorated in accordance with the customary practices of Escrow Agent in Los Angeles County. One business day prior to Closing, any party whose account is to be debited any such amount shall deposit the required amount into escrow.

3.6 Condition of Title for NRG Parcel and County Parcel. NRG shall cause the conveyance of good and marketable fee absolute title to the NRG Parcel, subject to the NRG Parcel Permitted Exceptions, and shall cause the issuance to County at the Closing of a C.L.T.A. Standard Coverage Form Policy of Title Insurance issued by Lawyers Title Company (the "Title Company") in an amount equal to the value of the NRG Parcel (the "NRG Parcel Title Policy"). At the Closing, NRG shall obtain a C.L.T.A. Standard Coverage Form Policy of Title Insurance issued by the Title Company in an amount equal to the value of the County Parcel (the "County Parcel Title Policy"); provided, however, that the County shall have no obligation to cause the County Parcel Title Policy to be so obtained. NRG shall bear the cost of the NRG Parcel Title Policy and the County Parcel Title Policy. Each title policy shall show as exceptions only matters approved in writing by the party receiving title to the parcel upon the Closing. Prior to the Closing, NRG shall use reasonable efforts

to remove from title any items disapproved by the County. If the item cannot be removed, said item may be eliminated by any feasible method that is mutually acceptable to the parties, including but not limited to, special endorsement, bond, indemnification, etc. If the parties do not agree on an acceptable method of removing any disapproved exceptions for any reason, either party, as its sole and exclusive remedy, may (i) waive this condition and proceed with this transaction, or (ii) terminate this Agreement and neither party shall have any further liability to the other. NRG shall not place or allow to be placed any new encumbrance on title to the NRG Parcel, including any mechanic's or material liens, to which the County objects following the execution of this Agreement. County shall not place or allow to be placed any new encumbrance on title to the County Parcel, including any mechanic's or material liens, to which NRG objects following the execution of this Agreement. Notwithstanding anything to the contrary, if the County Parcel Title Policy that the Title Company is willing to issue to NRG as of the Closing contains any exceptions other than the standard printed exceptions contained in the preliminary title report issued by Lawyers Title Company dated June 21, 2010 for order no. 210534879, NRG shall have the right to terminate this Agreement and thereafter neither party shall have any further liability to the other.

3.7 County's Conditions to Closing. County's obligation to consummate the transaction contemplated by this Agreement and Escrow is conditioned upon: (i) NRG's delivery of the Grant Deed for the NRG Parcel to Escrow Holder as required by Section 3.4 and the recordation thereof in the Official Records of Los Angeles County ("Official Records"); (ii) NRG's representations, warranties and covenants being true and correct as of the Closing; (iii) Title Company's irrevocable commitment to issue the NRG Parcel Title Policy; (iv) NRG shall have caused the removal of household debris from the NRG Parcel at NRG's sole cost and expense; (v) the County's Board of Supervisors approving this Agreement. Upon non satisfaction of any one of the above conditions, County shall allow NRG a reasonable opportunity to cure by any reasonable method; if NRG fails to cure or if the County is unable to complete the exchange, County may, in writing, terminate this Agreement and the parties shall have no further obligations pursuant to this Agreement.

3.8 NRG's Conditions to Closing. NRG's obligation to consummate the transaction contemplated by this Agreement and Escrow is conditioned upon: (i) County's delivery of the Quitclaim Deed for the County Parcel to Escrow Holder as required by Section 3.4 and the recordation thereof in the Official Records; (ii) County's representations, warranties and covenants being true and correct as of the Closing; and (iii) Title Company's irrevocable commitment to issue the County Parcel Title Policy. Upon non satisfaction of any one of the above conditions, NRG shall allow County a reasonable opportunity to cure by any reasonable method; if County fails to cure, NRG may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement.

3.9 Loss by Fire or Other Casualty. If, at any time during the period between the County's execution of the Agreement and the Closing, the NRG Parcel or any material part or native Joshua Tree habitat thereof, is destroyed or damaged, the County shall not be obligated to exchange parcels. Upon the occurrence of such a loss, County, at its option, may instead elect to terminate this Agreement, and thereafter, neither party shall have any further obligations pursuant to this Agreement.

3.10 Closing. For purposes of this Agreement, the "Closing" shall be defined as the recordation of each of the Deeds in the Official Records and the issuance of the respective title policies. The parties agree to use their best efforts to effect the Closing no later than thirty (30) calendar days following the execution of this Agreement by County. The parties may agree in writing to extend the Closing beyond that date, if such an extension appears to either party to be necessary.

4. Possession, Risk of Loss, Final Acceptance.

4.1 County's Possession of NRG Parcel. County shall be entitled to possession of the NRG Parcel as of the Closing.

4.2 NRG's Possession of County Parcel. NRG shall be entitled to possession of the County Parcel as of the Closing.

4.3 Risk of Loss. All risk of loss or damage with respect to the NRG Parcel shall pass from NRG to County upon Closing. All risk of loss or damage with respect to the County Parcel shall pass from County to NRG upon Closing, subject to the provisions of Section 4.2.

4.4 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County:

County of Los Angeles
Chief Executive Office
Property Management
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Chris Montana

With a Copy to:

Office of County Counsel
Room 648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Amy M. Caves

To NRG:

NRG Solar Alpine LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attention: Mark Rohrlick

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

5. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the exchange of property contemplated herein, each of the parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other and the truth and accuracy of which shall constitute a condition precedent to each parties' obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

5.1 Power. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

5.2 Requisite Action. All requisite action has been taken by each party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for each party to consummate the transactions contemplated by this Agreement.

5.3 Individual Authority. The individuals on behalf of each party executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.

5.4 Validity. This Agreement and all documents required hereby to be executed by each party are and shall be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

5.5 As-Is. Except as otherwise expressly provided in this Agreement, each party is acquiring its respective property "AS IS" and "WITH ALL FAULTS" in its present state and condition as of the Closing. Except for the express representations and warranties set forth herein, each party agrees that the other has not made, does not make and specifically

negates and disclaims any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property being conveyed by it hereunder (including, without limitation, any warranty of merchantability, habitability, or fitness for a particular purpose).

6. Indemnifications.

6.1 Indemnification. NRG waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever related to the NRG Parcel arising out of events or conditions first occurring during NRG's period of ownership of the NRG Parcel and/or caused by NRG or its agents.

6.2 Environmental Indemnification. NRG shall defend, indemnify, and hold the County Indemnified Parties free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, investigation and remediation costs, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act in effect at the Close of Escrow, in, on, under or about the NRG Parcel and arising out of events or conditions first occurring during NRG's period of ownership of the NRG Parcel and/or caused by NRG or its agents. This provision shall survive the Close of Escrow and is intended to comply with the provisions of 42 U.S.C. section 9607(e).

6.3 Hazardous Substance. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

6.4 Hazardous Substance Condition. "Hazardous Substance Condition" shall mean the existence on, under, or relevantly adjacent to, the NRG Parcel of a Hazardous Substance that requires remediation and/or removal and/or for it to be otherwise mitigated pursuant to applicable law and arising out of facts or conditions first occurring during NRG's period of ownership of the NRG Property

7. Reimbursement of County's Department of Public Works. The parties hereto agree that this Agreement shall be cost neutral to the County. To that end, NRG shall reimburse the County's Department of Public Works (DPW) for all work performed by DPW pursuant to this Agreement, including, by way of illustration and not limitation, its development of specifications, review of plans, drawings, and construction documents, preparation of comments, review of reports, site visits, and consultation with other County departments

regarding this project. NRG shall reimburse DPW for all of its work for this project performed prior to and after the effective date of this Agreement until Closing, within thirty (30) days of DPW's submission of an invoice for the work performed. Failure of DPW to submit an invoice shall in no way constitute a waiver of the County's right to reimbursement for work performed pursuant to this Agreement. Notwithstanding the foregoing or anything else to the contrary, the total amount to be reimbursed pursuant to this Section 7 (together with the total amount of any charges reimbursable under this Agreement to the County and/or any other County agency) shall not exceed \$5,000 in the aggregate without the prior written consent of NRG. If County intends to seek reimbursement for amounts in excess of \$5,000 but NRG declines to consent to such increased cost, then County shall have the right to terminate this Agreement, and the parties shall thereafter have no further obligations pursuant to this Agreement.

8. General Provisions.

8.1 Delegation of Authority. The County hereby delegates to its Chief Executive Officer, or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

8.2 Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the Grant Deed conveying the respective parcels.

8.3 Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both County and NRG.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

8.5 California Law. This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the internal laws thereof.

8.6 Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

8.7 Captions. The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement nor in any way affect this Agreement.

8.8 Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

8.9 Severability. This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall be void and of no further effect.

8.10 Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

8.11 No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

8.12 Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

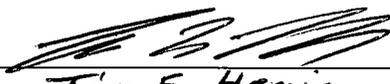
8.13 No Brokers. Each party represents and warrants to the other party that no brokers or finders have been employed or are entitled to a commission, finder's fee or other compensation in connection with this transaction. Each party hereto agrees to indemnify, protect, defend and hold harmless the other party from and against any and all claim or liability for any commission, finder's fee or other compensation fee arising out of any agreement or alleged agreement by the indemnifying party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, NRG has executed this Agreement or caused it to be duly executed and the County of Los Angeles by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board and attested by the Clerk the day, month, and year first above written.

ATTEST:

NRG Solar Alpine LLC

By: 

Tim E. Hemig
~~President~~ *Vice President*

ATTEST:

SACHI A. HAMAI
Executive Officer of
The Board of Supervisors

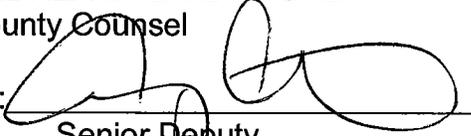
COUNTY OF LOS ANGELES

By: _____
Deputy

By: _____
Mayor, Board of Supervisors

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: 

Senior Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego }

On April 25, 2011 before me, Michelle Ornelas, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Tim E. Hemig
Name(s) of Signer(s)

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: Michelle Ornelas
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

EXHIBIT A
Legal Description of County Parcel

APN: 3256-016-900

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

The North 10 acres of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 8 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof.

EXHIBIT B
Legal Depiction of County Parcel

Assessor's Map

2007



MAPPING AND GIS SERVICES
SCALE 1" = 400'

COUNTY PARCEL TO BE CONVEYED TO NRG

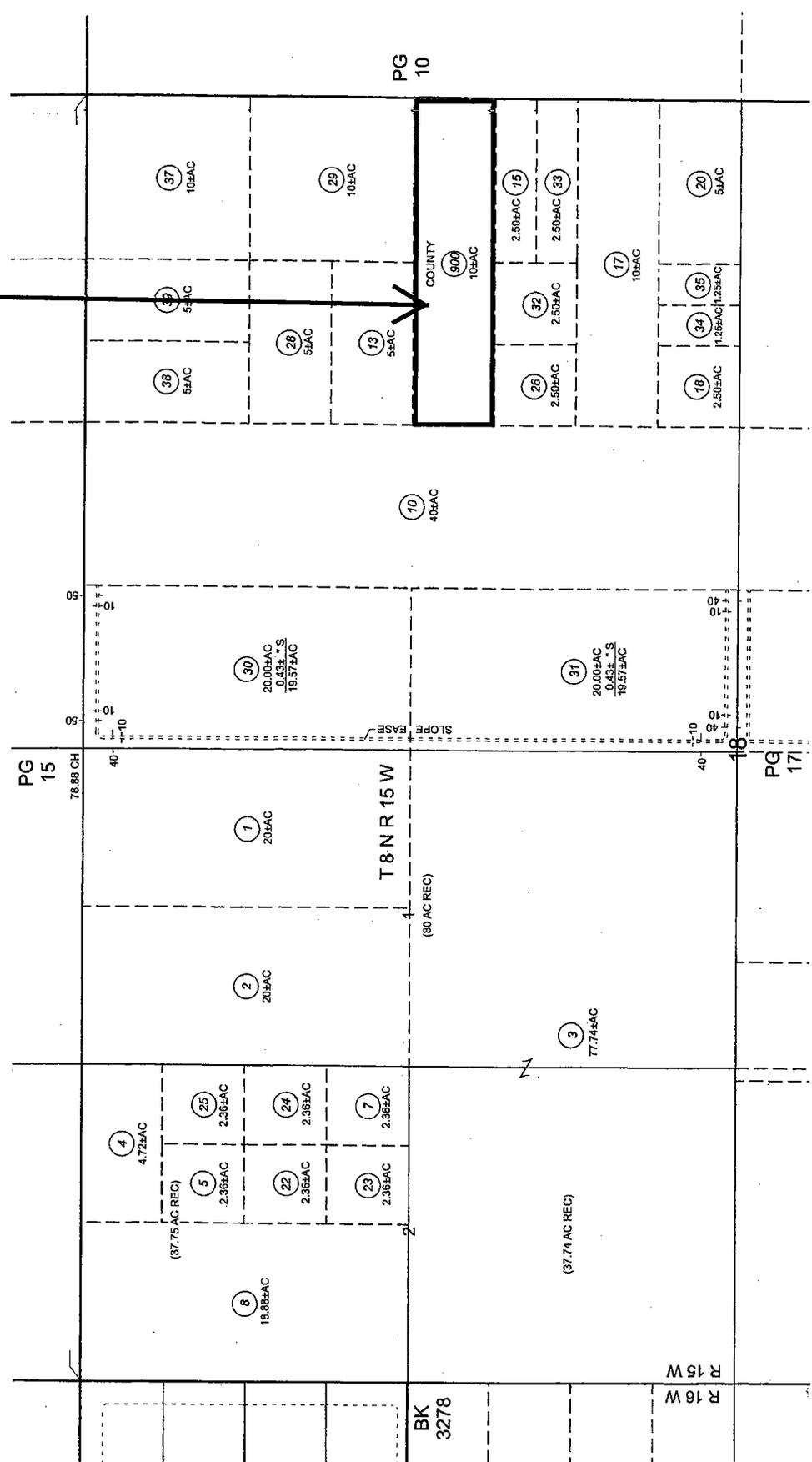


EXHIBIT C
Legal Description of NRG Parcel

APN: 3256-017-020

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

The North Half of the East Half of the Southeast Quarter of Section 18, Township 8 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof.

EXHIBIT D
Legal Depiction of NRG Parcel

Assessor's Map

EXHIBIT E
Quitclaim Deed
County of Los Angeles to NRG

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
NRG Solar Alpine, LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attention: Mark Rohrlack

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•
•
•
•
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Space above this line for Recorder's use

TAX PARCELS: 3256-016-900

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX	
COUNTY OF LOS ANGELES	\$ _____
CITY OF _____	\$ _____
TOTAL TAX	\$ _____
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, <input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.	
_____ Signature of Declarant or Agent determining tax.	
_____ COUNTY OF LOS ANGELES Firm Name	

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

NRG Solar Alpine LLC, a Delaware Limited Liability Company

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Gorman area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties, and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Michael D. Antonovich
Mayor, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2011, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-Clerk of the
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By:  _____
Senior Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 3256-016-900

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

The North 10 acres of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 8 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof.

EXHIBIT F
Grant Deed
NRG to County of Los Angeles

RECORDING REQUESTED BY: .
County of Los Angeles .
AND MAIL TO: .
NRG Solar Alpine, LLC .
5790 Fleet Street, Suite 200 .
Carlsbad, CA 92008 .
Attention: Mark Rohrlack .

Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 3256-017-020

GRANT DEED

NRG Solar Alpine LLC, a Delaware Limited Liability Company ("Grantor"), for valuable consideration receipt of which is hereby acknowledged, does hereby grant to:

COUNTY OF LOS ANGELES, ("County") a body corporate and politic

all of Grantor's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Gorman area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

NRG SOLAR ALPINE, LLC

COLA LOG NO. _____

By _____
Tim E. Hemig
Vice President

EXHIBIT A
LEGAL DESCRIPTION

APN: 3256-017-020

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

The North Half of the East Half of the Southeast Quarter of Section 18, Township 8 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof.