

Yolo County Development Agreement No. 26-133

**Development Agreement By and Between the Sites Project Authority
Joint Powers Agency and the County of Yolo Regarding the Sites Reservoir Project**

This Development Agreement regarding the Sites Reservoir Project (“Agreement”) is entered into as of June 23, 2026 by and between the County of Yolo, a political subdivision of the State of California (“County”) and the Sites Project Authority, a joint powers agency created pursuant to Government Code Section 6500, *et seq.* (“Authority”) [(County and Authority are sometimes individually referred to herein as a “Party” or collectively, the “Parties”).

RECITALS

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted Government Code Section 65864, *et seq.* which authorizes any city, county or city and county to enter into a development agreement with an applicant for a development project, establishing certain development rights in the property which is the subject of a development project application (“Development Agreement Act”); and

WHEREAS, to ensure that the County remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Development Agreement Act, the County (1) accepts the restraints on its police powers contained in this Agreement only to the extent and for the duration required to achieve the mutual objectives of the Parties; and (2) to offset such restraints, achieves public benefits in this Agreement that go beyond those obtained by the traditional County conditions imposed on development project applications; and

WHEREAS, Government Code Section 6508 provides that a joint powers agency shall possess and may exercise the common powers its member agencies as specified in the joint powers agreement; and

WHEREAS, the Authority was formed in 2010 by its member agencies, all of which are public agencies within the Sacramento River Watershed, for the following purpose: to design, permit, finance, construct, and ultimately own and operate the Sites Reservoir Project (the “Project”), a proposed 1.3-1.5 million acre-foot off-stream reservoir located approximately 10 miles west of the town of Maxwell, California. Once constructed, the Project will provide water storage and supply for the entities that pay to participate and receive benefits, including certain Authority members and other municipal entities and special districts (collectively, the “Participants”), as well as provide public benefits including environmental water supply, recreation, and regional flood control benefits; and

WHEREAS, the Authority intends to enter into a certain Benefits and Obligations Contract (the “Benefits and Obligations Contract”) with the Participants and the State of California Department of Water Resources, which will detail, among other things, the obligations of the Authority to build and maintain the Project and obligations to restore the Project site in the event the Project is not completed; and

WHEREAS, following the Sites Project Value Planning Alternatives Appraisal Report of April, 2020, the Authority determined that use of the Dunnigan Pipeline within the County would benefit the Project; and

WHEREAS, the County and the Authority recognize that development of the Project within the County is anticipated to provide much-needed new water supplies in the State of California and should contribute significantly to the economy of the County, including through the measures, programs, and projects developed by the Local Community Working Group, and by establishing goals, incentives and preferences for local hiring and purchasing as described in this Agreement; and

WHEREAS, in order to construct and operate the Project, the Authority will need the assistance, permission, and cooperation of the County on a number of activities including planning, design, permitting, construction of the new infrastructure and facility improvements, and integration of facilities in the County, as well as access to certain services provided in the County including public safety services in the area, including in recreational areas, in or directly adjacent to the Project; and

WHEREAS, the Authority is the lead agency for the Project under the California Environmental Quality Act (Pub. Res. Code Sec. 21000, *et seq.*) (“CEQA”) and the U.S. Department of the Interior, Bureau of Reclamation (“Reclamation”) is the lead agency under the National Environmental Policy Act (42 USC Sec. 4321, *et seq.*) (“NEPA”); and

WHEREAS, over the past several years, the Authority has issued various environmental review documents for the Project pursuant to CEQA and NEPA, including a Revised Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement (“RDEIR/SDEIS”) on November 12, 2021, and a Final Environmental Impact Report/Environmental Impact Statement (“Final EIR/EIS”) dated November 2, 2023; and

WHEREAS, the RDEIR/SDEIS and Final EIR/EIS include various Project alternatives, including two alternatives (Alternatives 1 and 3) that include a Dunnigan Pipeline located within Yolo County in the vicinity of the unincorporated community of Dunnigan; and

WHEREAS, on November 17, 2023, the Authority certified the Final EIR/EIS and took various related actions, including approving Alternative 3 (as defined for approval in findings adopted by Authority) as the Project for implementation; and

WHEREAS, on December 19, 2023, the Parties entered into an Memorandum of Understanding through which the County agreed to not initiate, pursue or support litigation challenging any of the following: (i) the Authority’s CEQA compliance and approval of the Project (including selection of Alternative 3 as discussed above) as reflected in the Authority’s Resolution 2023-02 and its associated CEQA findings; (ii) the approval by the Reclamation of the Project as described in the Final EIR/EIS and Reclamation’s compliance with NEPA for such approval of the Project based on the Final EIR/EIS; and (iii) the approval and CEQA compliance by any other California state, regional or local governmental agency, as a “responsible agency” under CEQA,

of the Project, as the Project is described in the Final EIR/EIS and based on the Final EIR/EIS and on the Authority's certification of the Final EIR/EIS as the CEQA "lead agency"; and

WHEREAS, the Parties desire to see the Project advance in a manner that will achieve its objectives and, consistent with the Parties' prior agreement on such matters as supplemented by this Agreement, address impacts to affected County roads, adhere to various Best Management Practices ("BMPs") set forth in the Final EIR/EIS, and promote certain shared goals such as strengthening local workforce training and development, contributing sales tax revenues to the local economy, and implementing Mitigation Measure GHG-1.1 in a manner that includes programs and projects (to be defined collaboratively over time) in the unincorporated communities of Dunnigan, Yolo, and Knights Landing within the County; and

WHEREAS, Authority also seeks, through mutual agreement of the Parties, to identify and mitigate negative impacts to County not identified in the Final EIR/EIS that result from the construction and operation of the Project; and

WHEREAS, when not otherwise defined in this Agreement, the capitalized terms set forth herein shall have the meaning ascribed to them as set forth in Exhibit A attached hereto and by this reference incorporated herein.

NOW, THEREFORE, in consideration of their respective obligations under this Agreement the Parties hereby agree as follows:

AGREEMENT

1. Impacts to County Roads and Crossings Structures and New Roads.

A. Objectives.

1. Road and Crossing Structure Repairs - At its sole cost and expense, the Authority will restore to as good or better condition all County roads and crossing structures impacted by Project construction, including but not limited to roads and crossing structures applicable to the County that are shown to be repaired in the table "County Roads and Crossing Structures Work Related to Sites Reservoir Project" ("Local Roads and Crossing Structures for Repair") in Exhibit D (Local Roads and Crossing Structures) attached hereto and by this reference incorporated herein. Such work may include repairs, reconstruction, and/or any other work necessary to meet the "as good or better condition" standard as described in Section 1(C) and Exhibit C (Project Specific Information) attached hereto and by this reference incorporated herein. Work pursuant to this Section is designed to address the impacts to Local Roads and Crossing Structures for Repair that are attributable to Project construction traffic and the Authority will not be required to address impacts to Local Roads and Crossing Structures for Repair that are attributable to traffic or other factors that are not related to the Project.

2. Road and Crossing Structure Improvements - At its sole cost and expense, the Authority will improve local roads and crossing structures to County standards described herein, to the extent those roads and crossing structures within the County that are shown to be improved in the table "County Roads and Crossing Structures Work Related to Sites Reservoir Project ("Improved Local Roads and Crossing Structures") in Exhibit D attached hereto. Such work may include improvements and repairs, reconstruction, and/or any other work necessary to meet the "as good or better condition" standard for the Improved Local Roads and Crossing Structures upon completion of Project use. Work pursuant to this Section is designed to address the impacts to Improved Local Roadways and Crossing Structures that are attributable to Project construction traffic and the Authority will not be required to address impacts to Improved Local Roads and Crossing Structures that are attributable to traffic or other factors that are not related to the Project.
3. New Roads and Crossing Structures - At its sole cost and expense, the Authority will build new roads and crossing structures needed for Project construction, including but not limited to those new roads within the County that are shown to be new in the attached table "County Roads Work Related to Sites Reservoir Project ("New Local Roads and Crossing Structures") in Exhibit D hereto. The Authority and the County will enter into a separate agreement specifying design and construction requirements, review and inspection rights and obligations and ownership transfer conditions for New Local Roads and Crossing Structures to become applicable County responsibility.

B. Permits, Cooperation and Implementation. Without waiving any exemptions under the California Government Code for facilities that are indispensable to the production, generation, storage, treatment, or transmission of water and exempt from local building and zoning ordinances, the Authority will apply for, obtain, and maintain, or cause to be applied for, obtained and maintained, all permits and approvals required for the Project listed in Exhibit B (Permit Requirement Matrix) attached hereto and by this reference incorporated herein.

Without limiting the general obligations in the prior paragraph, the Authority will obtain an encroachment permit from the County prior to construction-related traffic on County roads. Each such permit will include provisions addressing County review of plans and specifications for Authority's use of Local Roads and Crossing Structures for Repair, Improved Local Roads and Crossing Structures and New Local Roads and Crossing Structures (together "Local Roads and Crossing Structures"); review and approval of placement of signage, traffic control, and construction schedule, which approval shall not be unreasonably withheld; and inspections of all work occurring within a County right of way. All Covered Expenses shall be reimbursed by Authority.

The Authority shall, in a timely manner, provide the County with all documents, plans, fees, and other information necessary for the County to carry out its processing obligations pursuant to this Agreement.

Upon satisfactory completion by the Authority of all required preliminary actions and payment of appropriate Processing Fees, including any fee for processing this Agreement, County shall:

1. commence and diligently and expeditiously process all required steps necessary for the implementation of this Agreement and any permits and approvals necessary for development of the Project in accordance with the terms, provisions and conditions of this Agreement;
2. to the extent County is reasonably able, cooperate with the Authority and provide or cause to be provided such limited information, documentation and administrative assistance as the Authority may reasonably request in connection with the Project to obtain the required permits and approvals for construction, operation and maintenance of the Project. Neither County nor any County Agency is obligated to (i) exercise its legal rights in order to avoid or eliminate the requirement to obtain any required permits or approvals, or (ii) grant permits and approvals for which it is the authorizing entity. County will apply its usual and customary procedures and criteria in considering applications from the Authority for such permits and approvals; and
3. provided the Authority reasonably complies with all Countywide standard procedures for processing applications for the Land Use Approvals or other Discretionary Actions, the County shall expedite the processing of Land Use Approvals and Discretionary Actions to the maximum extent possible.

In the event of any opposition to the Project by a third party including, but not limited to, a governmental entity(ies) or official(s), the County hereby agrees, if requested by the Authority, to affirmatively cooperate in supporting the Project. Such cooperation does not include initiating any legal or administrative proceeding, intervening in such, or becoming a party to such proceedings.

In the event of any legal action instituted by a third party private or governmental entity or official challenging the validity of any term, provision or condition of this Agreement, the Parties hereby agree to affirmatively cooperate in defending against such challenge, but such cooperation shall not include bringing an action in the name of the County or sharing the expense of defense of any such legal action by the County.

The Authority agrees as a condition of receiving any land use approvals, entitlements, discretionary or ministerial permits (approvals) from the County related to the Project to indemnify and defend the County, at the Authority's sole cost and expense, from any claim, action, or proceeding brought against the County because of, or resulting from, the issuance of such approvals. The Authority will reimburse the County for any damages, court costs, and attorney fees which the County may be required by the court to pay as a result of such claim, action, or proceeding. The County shall promptly notify the Authority of any such claim, action, or

proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate directly in the defense of any such claim, action, or proceeding but such participation shall not relieve the Authority of its obligations under this condition.

C. Design and Improvement Standards. Standards for the performance of all road design covering repair and improvement on Local Roads and Crossing Structures shall meet or exceed the improvement standards listed in Exhibit C (Project Specific Information) attached hereto and by this reference incorporated herein, in effect as of the applicable Setting Date, unless the Parties later agree otherwise (including, but not limited to, in a development agreement pursuant to the Development Agreement Act that provides for application of then-existing improvement standards).

The County acknowledges the Authority's desire to have consistent road repair, improvement and new work standards across all affected jurisdictions (including Colusa and Glenn counties) and will cooperate with Authority to resolve any disputes concerning applicable standards.

D. Condition Assessment. Within 30 days prior to the commencement of Project construction work that is expected to impact Local Roads and Crossing Structures, the Authority will perform a preconstruction road condition survey of the Local Roads and Crossing Structures (including any County roads not specifically listed herein) anticipated to be affected by Project-related construction traffic and the County will calculate an estimated loss of road life by way of an Equivalent Single Axle Load ("ESAL") analysis. The preconstruction survey shall include video, photographs and other evidence sufficient to document the then-current condition of the affected Local Road and Crossing Structure segments. If construction is phased, the Authority will conduct or procure a further survey at the completion of each phase and at any additional times as may be required upon request, in County's reasonable discretion, to document the deterioration of road conditions during Project construction in anticipation of repairs pursuant to this Agreement. Consideration shall be given to other non-Project related factors that may cause roadway degradation in determining the Authority's responsibility for Local Road and Crossing Structure repairs. The Authority agrees to pay all costs reasonably incurred by the County in reviewing such surveys as set out in Section 1(F).

The Parties may elect for the County, rather than the Authority or its contractor, to perform the surveys required by this Section 1D, subject to the Authority's reimbursement of Covered Expenses reasonably incurred.

E. Corrective Action. Unless the County and the Authority otherwise agree, the Authority shall prepare a corrective action plan for all project construction-related road damage pursuant to the "Condition Assessment" provision, above. Upon County approval thereof, which approval shall not be unreasonably withheld, unless the County and the Authority agree to defer implementation until Project completion, the Authority shall implement the plan at its sole cost and expense in a time and manner to be agreed upon with the County.

The Authority shall notify the County in writing (e-mail notice to the Public Works Director or designee is sufficient) at least 24 hours, or such longer period specified in the applicable permit, prior to commencing any corrective work. The Authority shall use commercially reasonable efforts to implement the plan as approved by the County, provided that the Authority shall be

permitted to adjust the corrective action plan if strict adherence to the plan would result in unreasonable costs or schedule issues, and such adjustments shall not be considered a breach of this Agreement. In the event that the Authority determines an adjustment to an approved corrective action plan is required, the Authority shall notify the County in writing of such adjustment as soon as reasonably practicable.

Alternatively, if the Parties agree, rather than performing some or all of the corrective work itself, the Authority may provide reimbursement to the County for the County's Covered Expenses in exchange for the County's assumption of the obligation to perform such work.

The Parties acknowledge that the Project is expected to be constructed over 7 to 8 years total time from start to end of construction and in some but not all instances work in specific locations may be intermittent with significant time passing between start of work and end of work. The actual use and damage of roads for the Project will vary and there may be times when Project damage is incurred of sufficient magnitude requiring interim maintenance to resume suitable road conditions for routine non-project related traffic. The Project team shall closely coordinate with the County during the entire project duration to ensure the County's needs for suitable, well-maintained roads to be in service is achieved at all times over the course of the entire Project. The Authority and the County agree that the Parties may find it mutually beneficial to pool resources in the delivery of intermittent repair of roads that are damaged because of Project activity.

F. Reimbursement Procedure. The County shall ensure that staff labor costs and task descriptions are recorded in reasonable detail and records kept in accordance with its records retention policies, or for any longer period required by law (including the Authority's Records Management Policy), or outside funding sources.

The County shall submit to the Authority an invoice on account of all amounts then payable by the Authority to the County on a monthly basis, no later than the tenth day following the last day of the immediately preceding month or (if elected by the County) quarter, unless some other period is agreed to by the Parties in writing, until the expiration or earlier termination of this Agreement.

Each invoice shall include any supporting documentation reasonably necessary to enable the Authority to fully and accurately determine (without needing to refer to any other documentation or information) the amounts payable by the Authority to the County under this Agreement, including any such documentation or information, which the Authority may by written notice from time to time require the County to set out or attach, whether in relation to a specific invoice or all invoices generally.

G. Payment of Disputed Invoices. Within 30 days after the Authority's receipt of a complete invoice that satisfies all the requirements set forth above, the Authority shall approve and pay said invoice or dispute all or a portion of such invoice. The Authority shall provide the County the reason(s) for any disputed portions of such invoice and withhold the disputed amount, while remitting timely payment for the undisputed portions of the subject invoice. The terms and conditions of Section 1(G) of this Agreement shall apply to any such dispute.

2. Best Management Practices

A. Commitment. To address County's concerns with matters of Project implementation that are addressed in the BMPs adopted by the Authority, the Authority commits to fully and faithfully implement the Covered BMPs (as defined below) in connection with work occurring within Yolo County. This commitment is limited in certain respects, as expressly set forth herein.

B. Applicable BMPs. The Parties agree that the BMPs with significant potential to apply to work occurring within Yolo County ("Covered BMPs") are: BMP 10 (Salvage, Stockpiling, and Replacement of Topsoil and Preparation of a Topsoil Storage and Handling Plan); BMP 15 (Performance of Site-Specific Drainage Evaluations, Design, and Implementation); BMP 16 (Development and Implementation of a Construction Equipment, Truck, and Traffic Management Plan); BMP 22 (Development and Implementation of a Construction Noise Abatement Plan); and BMP 28 (Preparation and Implementation of Fugitive Dust Control Plans); all as may be revised from time to time in accordance with Section 2(C) of this Agreement.

Certain other BMPs are expected to be implemented, as appropriate, by terms and conditions included in ministerial County permits issued to the Authority or its contractor(s) and are not specifically designated as "Covered BMPs". Such BMPs include: BMP 1 (Conformance with Applicable Design Standards and Building Codes); BMP 3 (Completion of Preconstruction Geotechnical Evaluations and Data Reports); and BMP 6 (Decommissioning of Water Wells).

C. Limitations.

- (1) Changes to BMPs. The Parties recognize that the Authority retains its legal authority to consider and approve changes to all BMPs, including the Covered BMPs, before and during Project implementation. In connection with contemplated material changes to the Covered BMPs, the Authority will do at least the following:
 - a. Provide at least 30 days prior written notice to the County of its intent to amend, rescind, or otherwise modify the BMP. Such notice shall describe the change(s) under consideration and the reasons for considering the change(s);
 - b. Consider in good faith any written comments submitted by the County within the 30-day period;
 - c. If requested by the County within the 30-day period, convene an in-person meeting attended by Authority's Executive Director, Authority's Board Chair, or both, to discuss in good faith County questions, concerns, or other matters of interest with respect to the change(s) under consideration prior to taking action thereon; and

- d. Ensure that the County's concerns are presented to the Board of Directors prior to any action on the proposed change(s).
- (2) Landowner Concerns. If a private landowner requests that the Authority refrain from implementing a Covered BMP (in whole or part) on its property, the Authority will notify the County. If the County so requests within a reasonable timeframe (at least seven calendar days after notice unless circumstances require a shorter period), the Authority will confer with the County regarding any concerns or objections. The Parties agree that if a private landowner refuses to provide the Authority with permission or other rights necessary to implement a Covered BMP (in whole or part) and, after the County and Authority have conferred on the issue or the County has declined to confer on the issue, the Authority cannot implement the Covered BMP as a result, no breach of this Agreement shall occur.
- (3) Material Change to the Covered BMPs. The County and the Authority will meet and confer prior to the start of construction of the Dunnigan Pipeline to mutually agree, in writing, on what constitutes a material change to the Covered BMPs.
- (4) Authority. This Agreement does not limit or otherwise modify the Authority's sole authority to revise or rescind all BMPs, including the Covered BMPs. Similarly, this Agreement does not limit or in any way affect the legal remedies available to the County if the Authority revises or rescinds a BMP in a manner that County may contend fails to meet applicable legal requirements, including but not limited to CEQA.

3. Community Benefits. On an ongoing basis from the execution of this Agreement through Project construction, the Parties agree to cooperate in good faith to identify potential community benefit measures, programs or projects that could be implemented during Project construction or operation. It is understood that the Authority has formed a Local Community Working Group that represents community members across all areas affected by the Project. It is through this venue that potential community benefit measures, programs, and projects proposed by any parties are to be considered and evaluated. Also, it is understood that the Project is being developed according to the beneficiary pays principle, meaning the party that derives benefit from the Project will pay for such benefit. Further, the Authority agrees to support and implement community benefit actions and create policies and programs that support local workforce training and development consistent with the Construction Workforce Policy.

The provisions of this Section are intended to supplement, and not replace, the Parties' separate agreement on the Project dated December 19, 2023. In the event of a conflict between this Section and any terms of the separate agreement, the provision most favorable to the County shall prevail.

A. The Authority agrees to cooperate and identify and implement programs and projects in the Local Area, including within the communities of Dunnigan and Knights Landing, that satisfy the Authority's obligations under Mitigation Measure GHG-1.1: Achieve Net-Zero Emissions Through a GHG Reduction Plan. The Authority's GHG Reduction Plan shall consider the communities of Dunnigan, Knights Landing, and Yolo to be within the communities in the vicinity of the Project site. To the extent Mitigation Measure GHG-1.1 is satisfied through off-site measures at least 20% (by cost, as measured over a time frame to be determined by the Authority with the County input in the future) of such off-site measures shall be implemented in Yolo County unless the Authority reasonably determines that doing so would render compliance with Mitigation Measure GHG-1.1 infeasible due to significantly greater costs, delays, or other detriment.

B. The Parties recognize and agree that a future amendment to this Agreement may be an appropriate means of ensuring the provision of community benefits in connection with the Project. Nothing in this Agreement requires either Party to enter into a development agreement or otherwise limits the Parties' respective authority regarding such matters.

4. Agreements and Assurances

In consideration for the Authority entering into this Agreement, and as an inducement for the Authority to obligate itself to carry out the covenants and conditions in this Agreement and effectuate the promises, purposes, and intentions in this Agreement, the County hereby agrees as follows with respect to Project components (including but not limited to infrastructure, construction, and operations) located or causing effects within the County::

A. Entitlement to Develop. Authority shall have the vested right to construct, operate and maintain the Project, subject to the terms of this Agreement, the Applicable Rules, Land Use Approvals, the Final EIR/EIS, the Reserved Powers, the Benefits and Obligations Contract and the provisions of Section R, below, regarding the conveyance of water from Project into the Yolo Bypass downstream of Wallace Weir.

B. Consistency in Applicable Rules. Based upon all information made available to the County up to or concurrently with the execution of this Agreement, and subject to approval of the Land Use Approvals, the County finds and certifies that no Applicable Rules prohibit or prevent the full completion and operation of the Project as described in the Final EIR/EIS.

C. No Warranty of Completion. By entering into this Agreement, the Authority does not warrant that it will construct and achieve completion of the Project, and failure to do so shall not be considered a default under this Agreement.

D. Wind-Up Following Termination Prior to Completion. To the extent described in the Benefits and Obligations Contract, in the event that the Benefits and Obligations Contract is terminated prior to completion of the Project, the Authority shall wind-up the Project in the manner described in Section 11.1 (Termination Prior to Completion of the Project) of the Benefits and Obligations Contract, including by appointing a winding-up agent who will prepare

a plan for mitigating or remediating any hazardous or unsafe conditions located on the Project site that are a direct result of the construction of the Project.

E. Changes in Applicable Rules.

1. **Nonapplication of Changes in Applicable Rules.** Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the execution of this Agreement by all Parties, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order, or moratorium, initiated or instituted for any reason whatsoever and adopted by the County, the Board of Supervisors, the Planning Commission, or any other Board, Commission, Department, or Agency of the County, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Land Use Approvals, the Final EIR/EIS shall not be applied to the Project unless such changes represent an exercise of the County's Reserved Powers. or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Authority may, in its sole discretion, consent in writing to the application to the Project of any change in the Applicable Rules.
2. **Changes in Uniform Codes.** Notwithstanding any provision of this Agreement to the contrary including Section 1.C, development of the Project shall be subject to changes that may occur from time to time in the Uniform Codes. The design and construction requirements for an individual action under the Project shall be governed by the Uniform Code then in effect at the time such action is submitted for review and approval.
3. **Changes Mandated by Federal or State Law.** This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances, and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

F. Subsequent Development Review. The County shall not require the Authority to obtain any approvals or permits for the construction, operation and maintenance of the Project in accordance with this Agreement other than those permits or approvals that are

required by the Applicable Rules, the Reserved Powers, the Land Use Approvals and/or Exhibit B (Permit Requirement Matrix), and subject to the siting and operational authority of the California Public Utilities Commission.

G. Use of Property. The County agrees that the Authority may use the Property for construction of the Project, and for a setup and staging area.

H. Moratoria or Interim Control Ordinances. In the event any ordinance, resolution or policy is enacted by action of the County, that relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property, County agrees that such ordinance, resolution, or policy shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement and are not otherwise superseded by the siting and operational authority of the Final approved EIR/EIS unless agreed to in writing by the Authority.

I. Infrastructure Financing. If Authority undertakes infrastructure financing, such as Mello-Roos community facilities districts, to support new or enhanced public services benefiting County residents, landowners, and/or businesses, the County will cooperate fully in such endeavors and will process any related applications as expeditiously as possible.

J. Impact Fees. The Authority shall pay all generally applicable Impact Fees established by the County and in force at the time of any application or other event that triggers the payment of such fees and based on values existing at that time. Impact Fees shall be tied to a specific service or service capacity within the County, in existence as of the approval of this Agreement by the Board of Supervisors, that is directly impacted by the Project and not already covered in this Agreement. This Agreement shall not limit any impact fees, linkage fees, exactions, assessments, fair share charges, or other similar fees or charges imposed by governmental entities not a party to this Agreement and which the County is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

K. Processing Fees. The Authority shall pay all generally applicable Processing Fees established by the County and in force at the time of any application or other event that triggers payment of such a fee. Unless paid at the time of any permit or application submission, the Authority shall pay such Processing Fees, on a pass-through basis, without markup, within 30 days of Authority receiving a properly submitted and complete invoice from the County and otherwise set out in Section 1(F).

L. Timeframes and Staffing for Processing and Review; Consultants. The County agrees that expeditious processing of the Land Use Approvals, any Discretionary Actions, any Ministerial Permits and Approvals, and any other approvals or actions which may be required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of the Land Use Approvals, any Discretionary Actions, and any Ministerial Permits and Approvals, the County agrees to work and cooperate with the Authority to establish time frames for processing and reviewing requests for such approvals and to comply with timeframes established to the greatest extent possible. Furthermore, the County shall expedite all

requests by the Authority for any such approvals requested for the Project to the greatest extent possible.

M. Effective Development Standards. The County agrees that it is bound to the uses, intensities of use, and densities on this Property that are permitted by this Agreement and the Land Use Approvals, insofar as this Agreement and the Land Use Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The County hereby agrees that it will not unreasonably withhold or unreasonably condition any Land Use Approval or other Discretionary Action that must be issued by the County in order for construction, operation and maintenance of the Project to proceed, provided that the Authority reasonably and satisfactorily complies with all countywide standard procedures for processing applications for the Land Use Approval or other Discretionary Action.

N. Ownership of Project; Prioritization of Local Agencies. The Benefits and Obligations Contract describes the ownership of Capacity Interest in the Project and the method for transferring such Capacity Interest, including the potential disposition of Capacity Interest by the Authority. In the event that a situation arises where the Authority will dispose of Capacity Interest, and to the extent that the Authority has not previously authorized a prioritization in acquiring such Capacity Interest, including through any right of first offer described in the Benefits and Obligations Contract. County Agencies which are currently on a wait list to acquire Capacity Interest shall have a right of first offer to assume all or a portion of the Capacity Interest being disposed by the Authority.

O. Sales Tax / Office. To the full extent allowed by law, the Authority will require the construction the contractors to participate in the jobsite sub-permit reporting through the California Department of Tax and Fee Administration ("CDTFA") to maximize local tax collected on behalf of the counties for work on the Project occurring within each County. To the full extent allowed by law, the Authority will require that all construction contractors providing services, labor and materials for the Project, (a) obtain all necessary sales/use tax jobsite sub-permit(s) from CDTFA; (b) comply with all associated reporting requirements; and (c) otherwise designate a location within the Project Area as the place of use of materials and/or sale of fixtures used in the construction of the Project.

P. Payment in Lieu of Taxes. The Authority agrees that it shall pay to the County annual payments in lieu of taxes ("PILT") for properties under the Authority's ownership within the County in an amount calculated and verified by the County's Auditor-Controller not to exceed the amount of property taxes without applying the Williamson Act that County would have received based on assessment to the Project property prior to the sale of the Project property to the Authority had the Project been subject to County taxes based on the overall assessed value increase determined in accordance with applicable law. Upon acquiring fee title, for each property within the County, the Authority agrees to pay directly to the County the PILT amounts for each property within 30 days of the Authority receiving a properly submitted and complete invoice for the foregone property tax from the County Auditor-Controller and otherwise in accordance with Section 1(F). Charges for County services included in the PILT amounts shall only include services paid from general ad valorem property taxes and shall not include fees and services billed separately to the Authority.

The County agrees to allocate the PILT amounts paid by the Authority. annually among the entities and purposes in amounts and proportions that would otherwise be received by these entities and purposes.

Q. Local Hiring. The Authority endeavors to establish a local annual hiring goal (covering the Project Area and the Local Area) for the project construction workforce and such goal shall be memorialized in an Authority adopted Construction Workforce Policy, or similar. Upon request by the County, the Authority, shall report its actual hiring figures to the County on an annual basis.

R. Prop 1 Yolo Bypass Flows.

1. The Authority intends to enter into a “Contract for Administration of Public Benefits” with CDFW to accomplish successful implementation of ecosystem public benefits under Prop 1. A potential use of the water by CDFW is Delta food production by directing the conveyance of water from Project into the Yolo Bypass downstream of Wallace Weir. If at any time CDFW directs the Authority to convey CDFW’s Sites Water through the Yolo Bypass downstream of the Wallace Weir, the Authority shall notify the County in advance of the Authority initiating such operations and the Parties shall meet and confer to identify and implement a reasonable process and timeline for addressing any concerns of the County with said Yolo Bypass operations. The Parties recognize that such a process, and its potential outcomes may necessitate amendments to this Agreement or separate agreement(s).

Notwithstanding the foregoing, nothing in this Agreement limits the application of existing County ordinances to this potential use of water or constrains any legal authority the County may have to unilaterally restrict or otherwise regulate the conveyance of Sites Water through the Yolo Bypass. All such legal authority is reserved to the County notwithstanding anything to the contrary herein, including but not limited to the definition of “Reserved Powers.”

2. The Final EIR/EIS identified conditions under which the flow of Sites Water out of the Project into the Yolo Bypass downstream of Wallace Weir would be conducted in a manner that avoided and minimized effects on adjacent landowners and their agriculture production to a less than significant level. The Authority commits to adhering to these conditions in its delivery of Sites Water to and through the Yolo Bypass downstream of Wallace Weir. In addition, the Authority would not object should CDFW request that Prop 1 Sites Water not be conveyed to and through the Yolo Bypass downstream of Wallace Weir, provided, however doing so does not

reduce the Prop 1 funding to the Authority and does not increase the required public benefits under Prop 1 from the Project.

S. Impact Alleviation Agreements. The Authority shall use reasonable efforts to enter into impact alleviation agreements as it deems reasonably necessary with those agencies located within the County and participating in the Lower Colusa Basin Drain Working Group that are reasonably concerned that use of the Lower CBD to convey Sites Water from the Dunnigan Pipeline to the Knights Landing Outfall Gates may result in a material adverse impact on adjacent lands. The Parties agree that the potential effects of Sites Water within the Lower CBD extend no farther north of the Dunnigan Pipeline and downstream of the Balsdon Weir as depicted in Exhibit E, attached hereto and by this reference incorporated herein.

The Authority shall use reasonable efforts to enter into an impact alleviation agreement with the Dunnigan Fire Protection District regarding concerns expressed in relation to increased emergency response demands due to construction related incidents and the temporary construction workforce. The Authority shall use reasonable effort to enter into an impact alleviation agreement with Yolo County Sheriff regarding potential service demand increases, including increases related to construction and workforce road use and temporary workforce domestic issues.

T. The Authority's Use of Eminent Domain. When required by California law, the Authority shall provide the County with notice prior to exercising its powers of eminent domain on property within the County. Where such notice is not required by California law, the Authority will make reasonable efforts notify the County before exercising those powers on property located within the County. In no way does notification imply or confirm any authority transferring from the Authority to the County regarding the Authority's use of eminent domain.

5. Term; Default

A. Term.

The Term of this Agreement shall commence on the Effective Date and shall extend to the earlier of (i) 20 years or (ii) the earlier termination in accordance with the terms of this Agreement, except with respect to (1) the Authority's obligation to make the PILT in accordance with Section 4.P, above, and (2) the Authority's obligations to wind-up the Project as described in Section 4.D. Prior to the expiration of the Term, the Parties may by mutual agreement extend the term for an additional 20 years. Following the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals granted for the Project, including the Land Use Approvals, approved concurrently with, or subsequent to, the Effective Date. The Term of this Agreement shall automatically be extended for the period of time or any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions or appeals that enjoin performance under this Agreement or act to delay or stay performance under this Agreement (other than bankruptcy and similar procedures), or from litigation relating to the Land Use Approvals.

B. Default; Process and Right to Cure

In the event either Party does not perform its obligations under this Agreement in a timely manner, the other Party shall have all rights and remedies provided by this Agreement, which shall include compelling the specific performance of the obligations of the defaulting Party under this Agreement, or modification or termination of this Agreement, provided that the Party asserting a default has first complied with the procedure in the following paragraph.

The Party asserting a default shall first submit to the other Party a written notice of default stating with specificity those obligations specified in this agreement that have not been performed. Upon receipt of the notice of default, the recipient shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than 120 days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default (s), provided that the recipient shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

If after the cure period has elapsed, the governing body or (if authorized by the governing body) chief administrative officer of the Party asserting a default finds and determines that the other Party, or its successors, transferees, and/or assignees, as the case may be, remains in default and that the non-defaulting party intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after a final determination pursuant to Section 6(D) of this Agreement that a default has occurred.

In the case of a dispute as to whether the defaulting party has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6(D) of this Agreement. The Parties shall commence dispute resolution within 30 days of the final determination that a default has occurred and not been timely cured.

C. No Monetary Damages

It is acknowledged by the Parties that neither the County nor the Authority would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties agree that the Parties shall not be liable in monetary damages, and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement.

6. General Provisions.

A. CEQA Compliance. This Agreement anticipates a variety of later activities that may result in “projects” within the meaning of CEQA. As of the date of this Agreement, however, no such projects have been identified, explored, formulated, or proposed in any level of meaningful detail. For all of these reasons, environmental review of such projects is thus premature and not required by CEQA. The Parties shall conduct all appropriate environmental review, if necessary, at the time when such review is required, and before the approval or implementation of any project that may result from the activities anticipated in this Agreement. Responsibility for performing environmental review, including which entity will serve as the “lead agency,” will be determined at the appropriate time and in the legally required manner.

B. Relief. Except to the extent other remedies for default under this Agreement are otherwise specified herein, the Parties' obligations under this Agreement shall be specifically enforceable, and any non-defaulting Party may, after complying with the Dispute Resolution provisions, bring an action for specific performance or any other appropriate relief in the Superior Court.

C. Timely Review and Approval. The Parties hereby agree and commit to providing expeditious review and approvals, subject to applicable laws, of construction permits for those roadway segments and intersections necessary to implement the Project, which approvals shall not be unreasonably withheld. The County agrees and commits to expeditiously: (i) inspect any work the Authority is required to inspect under a construction contract, and (ii) provide comments to Authority to enable the Authority to respond to the applicable submission or inspection, within the time period required under the applicable contract or otherwise within a reasonable time period after Authority makes the request.

D. Dispute Resolution. Disputes arising under this Agreement will be resolved, whenever possible, through the process of meeting and conferring in good faith or mediation. To that end, in the event of a dispute as to compliance with any of the provisions, terms and conditions of this Agreement, the Parties agree as follows:

(1) Informal Dispute Resolution Before Mediation.

- a. The Parties agree to undertake good faith efforts to resolve any dispute arising in connection with this Agreement within 60 days after the date that notice of such dispute is provided in writing prior to resorting to formal means of dispute resolution.
- b. If any dispute is not capable of resolution by and among the representatives of the County and the Authority authorized to administer this Agreement, the authorized representative of the County and the Authority's Board Chair or his/her authorized representative (who shall be the Executive Director of the Authority or a member of the Authority board) shall meet and confer in an effort to resolve any such dispute.
- c. If such efforts between the Parties' designees do not resolve the dispute within 30 days after their commencement, the County and the Authority shall have such other remedies available to them as are provided for in this Agreement or as otherwise exist at law or in equity.
- d. No other means of dispute resolution, including mediation, arbitration and litigation, shall be available to the Parties unless they have exhausted the process provided for in this Section 6(D)(1).

(2) Mediation.

- a. If a dispute arises among the Parties relating to or arising from a Party's obligations under this Agreement that cannot be resolved through informal discussions and meetings as described in Section 6(D)(1) of this Agreement, the Parties shall be required to first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, American Arbitration Association, or any other neutral mediation organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a notice of demand for mediation to the other Party.
- b. A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and chosen from lists furnished by JAMS, American Arbitration Association, or any other agreed-upon mediator.
- c. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs, including required travel and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be equally shared by the Parties to the dispute unless otherwise directed by the mediator.

(3) Conduct of Mediation.

- a. Mediation will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (pursuant to California Evidence Code §§ 1115-1128; 1152) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary.
- b. The Parties shall have representatives attend the mediation who are authorized to settle the dispute, though a recommendation of settlement may be subject to the subsequent approval of each Party's board or legislative body. The parties may have attorneys, witnesses or experts present.

- c. Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- d. Nothing in this Section 6(D) shall relieve the Parties from performing their obligations under this Agreement. The Parties shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.
- e. Any offers to compromise before or after mediation proceedings will not be used to prove a Party's liability for loss or damage unless otherwise agreed by the Parties in writing (pursuant to California Evidence Code §1152).

E. Participation in Yolo Habitat Conservation Plan. The Authority will consider participating in the Yolo HCP/NCCP in good faith to mitigate impacts to biological resources occurring within Yolo County, assuming the terms and conditions are competitive with other alternatives and participation is otherwise legally, financially, and otherwise viable. The Yolo Habitat Conservancy is not a party to this MOU, and nothing herein creates or imposes any rights, responsibilities, or obligations on the Conservancy, including, without limitation, any obligation to accept real property interests from the Authority or accommodate its mitigation needs.

F. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both Parties.

G. Notices. All notices, letters, and other communications under this Agreement from one Party to the other will be mailed, first class, or hand delivered, or submitted via email followed by delivery of the original documents to the address shown. Either Party may change its address at any time by providing written notification to the other Party.

Sites Project Authority
P.O. Box 517
122 Old Highway 99 West
Maxwell, CA 95955
ATTN: Executive Director
jbrown@sitesproject.org

Yolo County
625 Court Street, Room 202
Woodland, CA 95695
ATTN: Chief Administrative Officer
Michael.webb@yolocounty.gov

No change of address shall be binding upon the other Party hereto until such Party receives, at the address shown herein, written notice thereof. All notices shall be in English and shall be effective upon receipt.

H. No Business Relationship. Nothing contained in this Agreement shall be construed to constitute the Parties as partners, joint venturers, co-owners, agents or otherwise as participants in a joint or common undertaking.

I. Successors and Assigns. This Agreement may be assigned with the consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. It shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Party without the prior consent of the other Party.

J. Exclusive Rights of Parties. This Agreement is not intended, nor shall it, create any right or remedy in any third Party.

K. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect; provided that if any material obligation or benefit under this Agreement is deemed invalid or unenforceable, the Parties shall negotiate in good faith to amend the Agreement to ensure adequate consideration by both Parties.

L. Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document. The Parties acknowledge that executed copies of this Agreement may be exchanged by facsimile or other electronic format (e.g. "pdf," "tif" or "DocuSign") and that the signatures on such copies shall be deemed to be effective and valid as original signatures.

M. Integration. This Agreement constitutes the entire understanding among the Parties pertaining to the subject matter hereof and supersedes all prior understandings and representations of the Parties with respect to the subject matter hereof. Any representation, promise, or condition not incorporated into this Agreement shall not be binding on any Party.

N. County Procedures and Actions. The County Planning Commission held a duly noticed public hearing and recommended approval of the Agreement on May 14, 2026.

The Board of Supervisors on June 23, 2026, after conducting a duly-noticed public hearing, adopted Ordinance No. 1587, to become effective on the thirty-first day after publication, approving this Agreement, and authorized the execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement as of the date first set forth above.

Sites Project Authority

Signed by:
By: Jerry Brown
7B97DE487D5B42B...
Jerry Brown,
Executive Director

County of Yolo

By: _____
Michael Webb,
County Administrative Officer

APPROVED AS TO FORM:

Signed by:
By: Alan Doud
50780073852A45E...
Alan Doud, Authority General Counsel

APPROVED AS TO FORM:

By: Philip J. Pogledich
Philip J. Pogledich, County Counsel

The Board of Supervisors on June 23, 2026, after conducting a duly-noticed public hearing, adopted Ordinance No. 1587, to become effective on the thirty-first day after publication, approving this Agreement, and authorized the execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement as of the date first set forth above.

Sites Project Authority

By: _____
Jerry Brown,
Executive Director

County of Yolo

By:  _____
Michael Webb,
County Administrative Officer

APPROVED AS TO FORM:

By: _____
Alan Doud, Authority General Counsel

APPROVED AS TO FORM:

By:  _____
Philip J. Pogledich, County Counsel

ACKNOWLEDGMENT

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 Colusa

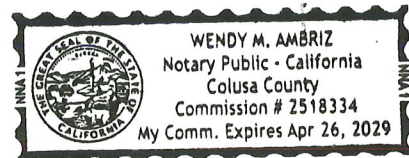
On July 15, 2026 before me, Wendy M. Ambriz, Notary Public
(insert name and title of the officer)

personally appeared Jerry Brown,
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 Wendy M. Ambriz (Seal)



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)

) ss.

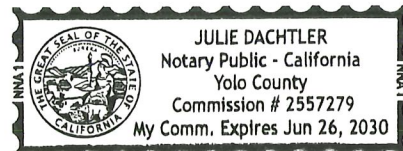
COUNTY OF YOLO)

On June 30, 2026, before me, Julie Dachtler, Notary Public, personally appeared Michael A. Webb, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

Julie Dachtler
Signature of Notary Public

Place Notary Seal Above

-----OPTIONAL-----

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Development AgreementDocument Date: June 23, 2026Number of Pages: 36Signer(s) Other Than Named Above: Jerry Brown**Capacity Claimed by Signer**Signer's Name: Michael WebbTitle: County Administrative OfficerSigner is Representing: Yolo County

EXHIBIT A

Definitions

Unless the context otherwise requires, definitions for certain capitalized acronyms, abbreviations and terms used in this Contract have the meanings given in this Exhibit A.

Agreement: Has the meaning given in the introductory paragraph.

Applicable Rules: Means the rules, regulations, ordinances, and officially adopted policies of the County in force as of the Effective Date that are generally applicable to all or some properties within the County.

Authority: Has the meaning given in the introductory paragraph.

Benefits and Obligations Contract: Has the meaning given in the recitals to this Agreement.

BMP: Has the meaning given in the recitals to this Agreement.

CBD: Means Colusa Basin Drain.

CDFW: Means California Department of Fish and Wildlife.

CDTFA: Has the meaning given in Section 4(O).

CEQA: Has the meaning given in the recitals to this Agreement.

Construction Workforce Policy: Means a policy to be adopted by the Authority.

Consultant: Has the meaning given in Section 4(L).

County: Has the meaning given in the introductory paragraph.

County Agency: Means each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the County, including without limitation, the County Board of Supervisors and the Planning Commission.

Covered BMPs: Has the meaning given in Section 2(B).

Covered Expenses: Means (i) payroll costs for staff in the direct employ of the County including salaries and wages (at the hourly wage rate adopted by resolution of the Board of Supervisors), under schedules of job classifications agreed upon by the Authority and the County in advance of such performance, plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto incurred in the performance of

the County's obligations under this Agreement; (ii) consultant and legal costs for services specifically related to this Agreement, including time spent in development and negotiation of this Agreement by County Counsel; (iii) general administrative costs and supplemental costs, including the proportion of necessary transportation, travel, and subsistence expenses of the County's employees incurred in discharge of duties connected with the County's obligations under this Agreement; (iv) all actual and necessary County time reasonably spent in connection with the encroachment permit, (v) all costs and expenses incurred in connection with seeking and entering into agreements regarding permits and approvals in accordance with Section [], and (vi) other costs incurred in the performance of the County's obligations under this Agreement to the extent approved in writing by the Authority. Covered Expenses specifically exclude the Excluded Expenses.

Development Agreement Act: Has the meaning given in the recitals to this Agreement.

Discretionary Action: Means an action that requires the exercise of judgment, deliberation or a decision on the part of the County and/or any County Agency, in the process of approving or disapproving a particular activity, as distinguished from an activity that merely requires the County and/or any County Agency, to determine whether there has been compliance with statutes, ordinances, or regulations.

Effective Date: Means June 2, 2026.

ESAL: Has the meaning given in Section 1(D).

Excluded Expenses: means (i) overhead, mark-up or other general expense costs of any kind not specifically and expressly included in the definition of Covered Expenses, (ii) any costs related to the County's general involvement in the Project as a member of the Authority, a member of the Reservoir Committee, or as an investor in the Project, including payroll costs and other compensation of the County's officers, executives, general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the County whether at the site or in the County's offices for general administration of the County's work related to the Project, and (iii) expenses of the County's principal and branch offices.

Final EIR/EIS: Has the meaning given in the recitals to this Agreement.

Impact Fees: Has the meaning given in Section 4(J).

Improved Local Roads and Crossing Structures: Has the meaning given in Section 1(A)(2).

Land Use Approvals: Means those Discretionary Actions to be taken by the County authorizing the Project. Land Use Approvals also include any subsequent Discretionary Actions that are necessary for implementation of the Project.

Local Area: Means the Project Area plus Butte, Placer, Sacramento, Shasta, Sutter, Tehama, and Yuba counties.

Local Community Working Group: Means the group organized by the Authority to provide input and feedback to the Authority to help inform Project planning and development activities. The Local Community Working Group generally consists of participating public agencies in the Project Area, labor, trade and business associations, local, state and federal elected officials and staff and other members of the communities potential affected by the Project.

Local Roads and Crossing Structures: Has the meaning given in Section 1(B).

Local Roads and Crossing Structures for Repair: Has the meaning given in Section 1(A)(1).

Ministerial Permits and Approvals: Means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions, if any, required to be taken by the County and/or County Agency in order for a Project developer to implement, develop and construct the Project in accordance with the Final EIR/EIS, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals that may be required. Ministerial Permits and Approvals shall not include any Discretionary Actions.

New Local Roads and Crossing Structures: Has the meaning given in Section 1(A)(3).

NEPA: Has the meaning given in the recitals to this Agreement.

Participants: Has the meaning given in the recitals to this Agreement.

Parties: Has the meaning given in the introductory paragraph.

Party: Has the meaning given in the introductory paragraph.

Processing Fees: Means all processing fees and charges required by the County or any County Agency including, but not limited to, fees for land use applications, project permits, building applications, building permits, ministerial permits and approvals, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, and certificates of occupancy that are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees that may be imposed by the County on development projects.

Project: Has the meaning given in the recitals to this Agreement.

Project Area: Means Colusa, Glenn, and Yolo counties.

Prop 1: Means the Proposition 1 Water Storage and Investment Program.

RDEIR/SDEIS: Has the meaning given in the recitals to this Agreement.

Reclamation: Has the meaning given in the recitals to this Agreement.

Reserved Powers: Means the rights and authority excepted from this Agreement's restrictions on the County's police powers and which are instead reserved to the County. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Land use Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a County-wide basis (except in the event of natural disasters as found by the Board of Supervisors such as floods, earthquakes and similar acts of God); (2) are amendments to Uniform Codes as defined in this Agreement regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; or (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 4(E)(3). The Reserved Powers are limited by the authority of the Authority with respect to the siting, construction and operation of public utility above ground storage facilities to the extent described in the Benefits and Obligations Contract, the JPA Agreement and the Authority Bylaws.

Setting Date: Means, with respect to any repair or improvement work, the date that is 60 days prior to the proposal due date for contractors to perform such work.

Sites Water: Means water that is appropriated under the Sites Water Right.

Sites Water Right: Means the water right obtained and owned by the Authority for the Project.

Uniform Codes: Means those building, electrical, mechanical, plumbing, fire and other similar regulations of a County-wide scope that are based on recommendations of a multi-state professional organization and become applicable throughout the County, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes that reflect local modification to implement the published recommendations of the multi -state organization and that are applicable County-wide).

EXHIBIT B
Permit Requirement Matrix

Sites Reservoir Project Components Requiring Land Use Entitlements, Permits or Other Local Government Approvals

	Land Use Entitlement ¹	Williamson Act Contract Non-Renewal	Encroachment Permit ²	Surface Mining and Reclamation Act Permit ³	Building Permit	Grading Permit	Well and Waste Disposal	Retail Food Safety ⁴	Air Quality Permit ⁵	Transportation Permits ⁶	Comments
Colusa County											
Sites Reservoir Project water storage and conveyance facilities, including:	Local zoning not applicable; General Plan designation can be overruled	Yes	Yes	Yes	Not Applicable	Yes	Yes	Not Applicable	Yes	Yes	Pursuant to California Code Section 53091(e) (https://law.justia.com/citations.html) "Zoning ordinances of a county or city shall not apply to the location or construction of facilities for the production, generation, storage, treatment, or transmission of water, or for the production or generation of electrical energy, facilities that are subject to Section 12808.5 of the Public Utilities Code, or electrical substations in an electrical transmission system that receives electricity at less than 100,000 volts." Includes permits associated with the demolition of existing buildings and abandonment of wells, underground storage tanks, on-site sewage disposal from Colusa County Environmental Health Division. The land use designation for this area is Agricultural and zoned Exclusive Agriculture, Foothill Agriculture, Rural Services, and Upland Conservation; over 10,000 acres are under Williamson Act Contracts.
Administration/Operations Building:	Yes, based on non-federal land location	No	TBD	Not Applicable	Yes	Yes	Yes	TBD	Yes	Yes	Currently proposed near Funks Reservoir and will require potable water and waste disposal facilities. May be located on federal land but not yet determined.
- one-story, 3,400 square feet building - septic system, potable water provided wells, and electricity obtained from the Funks Reservoir switchyard											
Maintenance/Storage Building:	Yes, based on non-federal land location	No	TBD	Not Applicable	Yes	Yes	Yes	Not Applicable	Yes	Yes	Currently proposed near Funks Reservoir and will require potable water and waste disposal facilities. May be located on federal land but not yet determined.
- one-story, 2,700 square feet building - septic system, potable water provided wells, and electricity obtained from the Funks Reservoir switchyard											

¹ Possible Land Use Entitlements include Use Permits, General Plan Amendments, and/or Zoning Amendments. NOTE: Not applicable to project components that will be "directly and immediately" used to store and transmit water and are not subject to zoning and building ordinances pursuant to California Code Sections 53091 and 53096. Pursuant to California Code Section 65402(c), a local agency may overrule county general plans that would obstruct its construction of any building or structure for a public purpose.

² Includes use of local jurisdiction's right-of-way such as installation of pipeline across or within roadways.

³ Mining activities are regulated in California by the Surface Mining and Reclamation Act (SMARA) and the Lead Agency Review and Assistance (LARA) Program; Colusa County requires large- and small-scale mineral and natural gas extraction, processing, and reclamation operations to obtain a Conditional Use Permit.

⁴ Colusa County Environmental Health is responsible for permitting and inspecting retail food facilities for compliance with the California Retail Food Code.

⁵ Includes Authority to Construct, Permit to Operate from local air districts. NOTE: Yolo-Solano Air Quality Management District is comprised of the 2 counties and seven incorporated cities; Colusa and Glenn have county-specific air districts.

⁶ Related to transport of heavy or oversized loads on county roads.

	Land Use Entitlement ¹	Williamson Act Contract Non-Renewal	Encroachment Permit ²	Surface Mining and Reclamation Act Permit ³	Building Permit	Grading Permit	Well and Waste Disposal	Retail Food Safety ⁴	Air Quality Permit ⁵	Transportation Permits ⁶	Comments
Visitors Center	Yes	TBD	TBD	Not Applicable	Yes	Yes	Yes	TBD	Yes	TBD	Precise location not determined, possibly located in the vicinity of the Reservoir and will require potable water and waste disposal facilities.
Improvements to existing roads, including: • Delevan Road Repairs to existing roads, including: • Maxwell Sites Road New roads, including: • Sites Lodoga Road and Bridge • Sites Lodoga Temporary Detour Road • Huffmaster Road Realignment • Comm Road • Day Use Boat Ramp Access Road • Peninsula Hills Recreation Area Access Road • Stone Corral Creek Recreation Area Access Road	Not Applicable	Yes	Yes	Not Applicable	Not Applicable	Yes	Not Applicable	Not Applicable	Yes	Yes	Road improvements include shoulder improvements, intersection widening, structure improvements, new or improved gravel roadway, and paving; other public local roads including Sites Lodoga Road, Huffmaster Road, Comm Road South, and recreation area roads will be relocated or developed to accommodate project facilities. Repairs to existing roads are intended to return roads to pre-project conditions without changes in geometrics. Construction access and maintenance via onsite roads, including Funks Construction Access Road, Sites Base Dam Access Road, Golden Gate Dam Crest Access Road, I/O Tower Access Road, Funks PGP Maintenance Access Road, Sites Dam Crest Access Road, Saddle Dam Road, and Funks Construction Access Tehama-Colusa Canal Bridge.
Recreational Facilities: • Day-Use Boat Ramp • Peninsula Hills Recreation Area • Stone Corral Creek Recreation Area • Associated parking • Access to electricity • Potable water and toilet facilities • Emergency response facilities	Yes, including Minor Use Permit for Public Recreational Facilities and Campgrounds; Full Use Permit for Boat Ramps and Landings	Yes	Yes	Not Applicable	Yes	Yes	Yes	Yes	Yes	Yes	Permit requirements are based on conceptual layout and location and assume that recreational facilities would be subject to local building permits.
Glenn County											
Sites Reservoir water storage and conveyance facilities, including: • Saddle Dams 1, 3, 5, 6, 8A, and 8B • Saddle Dikes 1 and 2	Local zoning not applicable; General Plan designation can be overruled	Yes	Yes	Not Applicable	Not Applicable	Yes	Not Applicable	Not Applicable	Yes	Yes	Pursuant to California Code Section 53091(e) (https://law.justia.com/citations.html) "Zoning ordinances of a county or city shall not apply to the location or construction of facilities for the production, generation, storage, treatment, or transmission of water, or for the production or generation of electrical energy, facilities that are subject to Section 12808.5 of the Public Utilities Code, or electrical substations in an electrical transmission system that receives electricity at less than 100,000 volts." The existing land uses are Foothill Agriculture/Forestry and Intensive Agriculture; over 2,000 acres are under Williamson Act Contracts.
Improvements to existing roads, including: • Road 68	Not Applicable	Yes	Yes	Not Applicable	Not Applicable	Yes	Not Applicable	Not Applicable	Yes	Yes	Improvements to existing roads to support construction include shoulder improvements, intersection widening, structure improvements, and paving. Construction and

	Land Use Entitlement ¹	Williamson Act Contract Non-Renewal	Encroachment Permit ²	Surface Mining and Reclamation Act Permit ³	Building Permit	Grading Permit	Well and Waste Disposal	Retail Food Safety ⁴	Air Quality Permit ⁵	Transportation Permits ⁶	Comments
- Road 69 - Road D											Maintenance on-site access via North Saddle Dam Road, South Saddle Dam Road and North Access Road
Yolo County											
Release Facilities: - TC Canal Intake - Dunnigan Pipeline - CBD Outlet	Not Applicable	No	Yes	Not Applicable	Not Applicable	Yes	TBD	Not Applicable	Yes	Yes	Pursuant to California Code Section §30911(e) (https://law.justia.com/citations.html) "Zoning ordinances of a county or city shall not apply to the location or construction of facilities for the production, generation, storage, treatment, or transmission of water, or for the production or generation of electrical energy, facilities that are subject to Section 12808.5 of the Public Utilities Code, or electrical substations in an electrical transmission system that receives electricity at less than 100,000 volts." In Yolo County, most of the facilities would be located underground and would not conflict with existing land use or zoning designations; these land uses/zoning do not prohibit this type of infrastructure.
Repairs to existing roads, including: - Road 7A - Road 8 - Road 89A - Road 90 - Road 99W	Not Applicable	No	Yes	Not Applicable	Not Applicable	Yes	TBD	Not Applicable	Yes	Yes	Improvements to existing roads to support construction include shoulder improvements, intersection widening, structure improvements, and paving. Construction access will be accessed from existing roads; maintenance would occur through a Project right-of-way easement. Repairs to existing roads are intended to return roads to pre-project conditions without changes in geometrics.

Source: Information in this table is derived from the Sites Reservoir Final EIR/EIS and updated with roads identified through current design efforts, interpretation of CA Code, and ongoing coordination with local agencies; TBD = To Be Determined (as design advances)

EXHIBIT C

Project Specific Information

Improvement Standards Section 1(C)	• AASHTO – Guidelines for Geometric Design of Very Low-Volume Local Roads • AASHTO – A Policy on Geometric Design of Highways and Streets • Colusa County Department of Public Works – Standard No. RS-3 • AASHTO LRFD Bridge Design Specifications with California Amendments, including the Caltrans Bridge Design Practice
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EXHIBIT D

Local Roads and Crossing Structures

County	Road Name	Proposed Work	Length of Road Affected (miles)	Duration of Use	Existing				Proposed				Type of Use					
					Surface Type	# of Lanes/Shoulder	Lane Width (ft)	Should Width (ft)	Road Width (ft)	Surface Type	# of Lanes/Shoulder	Lane Width (ft)	Should Width (ft)	Road Width (ft)	Public/Local Road	Construction Access	Maintenance Access	Recreational
Glenn	County Road 48	Existing road improvements	2.65	6-7 years	Paved asphalt	2	10-11	0-0.5	20-23	Paved asphalt	2	12	6	32	x	x		
Glenn	County Road 49	Existing road improvements	2.11	6-7 years	Paved asphalt	2	6-12	n/a	16-24	Paved asphalt	2	12	6	32	x	x		
Glenn	County Road D	Existing road improvements	0.5	6-7 years	Paved asphalt	2	32	n/a	24	Paved asphalt	2	12	6	32	x	x		
Colusa	Delevan Road	Existing road improvements	2.19	6-7 years	Paved asphalt	2	30-32	0-0.5	20-23	Paved asphalt	2	12	4	32	x	x		
Colusa	Maxwell Siten Road	Existing road repair	1.75	6-7 years	Paved asphalt	2	12	0.5	24-25	Unpaved aggregate/gravel	n/a	24	n/a	24		x	x	
Colusa	Maxwell Siten Road	Existing road repair	2.35	4-5 years	Paved asphalt	2	12	0.5	24-25	Paved asphalt	2	12	0.5	24-25	x	x		
Colusa	Siten Landing Road	New road	6.22	4-5 years	Paved asphalt	2	12	0-2	24-26	Paved asphalt	2	12	6	32	x	x		
Colusa	Siten Landing Temporary Detour Road	New road	1.23	2-3 years	n/a	n/a	n/a	n/a	n/a	Paved asphalt	2	12	6	32	x			x
Colusa	McTeaster Road Realignment	New road	6.55	4-5 years	Unpaved aggregate/gravel	n/a	15	n/a	15	Unpaved aggregate/gravel	1	12	1.5	15	x			
Colusa	Cornin Road	New road	1.61	1-2 years	Unpaved dirt/gravel	n/a	12	n/a	12	Unpaved aggregate/gravel	1	12	1.5	15			x	
Colusa	Day Use Boat Ramp Access	Non road	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Paved asphalt	2	15	n/a	30				x
Colusa	Peninsula Recreation Road	Non road	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Paved asphalt	2	15	n/a	30				x
Colusa	Stone Central Recreation Access Road	New road	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Paved asphalt	2	15	n/a	30				x
Yuba	Road 7A	Existing road repair	0.25	2 years	Paved asphalt	n/a	16-20	n/a	16-20	Paved asphalt	n/a	20	n/a	20	x	x		
Yuba	Road 8	Existing road repair	0.88	2 years	Paved asphalt	2	11	0-5	24-30	Paved asphalt	2	12	0-2	30	x	x		
Yuba	Road 93A	Existing road repair	0.46	2 years	Paved asphalt	n/a	16-19	n/a	16-19	Paved asphalt	n/a	20	n/a	20	x	x		
Yuba	Road 90	Existing road repair	0.68	2 years	Paved asphalt	n/a	22-24	n/a	22-24	Paved asphalt	n/a	20	2	24	x	x		
Yuba	Road 96W	Existing road repair	0.95	2 years	Paved asphalt	2	12	6-11	45	Paved asphalt	2	12	6-11	45	x	x		

Structure/Crossing	Route	Condition	Proposed Work	Design Live Loading
North Access Road (near Road 69 split)	Road 69	Existing Bridge - Condition Unknown Major modification required (Existing Width significantly less than required)	New wider bridge accommodating design loading.	HL93 and Permit design Load
Tehama-Colusa Canal	Road 69	Existing Bridge - Condition Unknown Major modification required (Existing Width significantly less than required)	New wider bridge accommodating design loading.	HL93 and Permit design Load
East of Tehama-Colusa Canal	Road 69	Existing Culvert - Condition Unknown	New culvert accommodating an improved widen road.	HL93 and Permit design Load
West of Glenn-Colusa Canal	Road 69	Existing Culvert - Condition Unknown Major modification required (Existing Width significantly less than required)	New culvert accommodating an improved widen road.	HL93 and Permit design Load
Glenn-Colusa Canal	Road 69	Existing Bridge - Condition Unknown Major modification required (Existing Width significantly less than required)	New wider bridge accommodating design loading.	HL93 and Permit design Load
Near the Intersection of Road D/Road 68	Road D	Existing Culvert - Condition Unknown Major modification required (Existing Width significantly less than required)	New culvert accommodating an improved widen road.	HL93 and Permit design Load
Near the Intersection of Road D/Road 68	Road D	Existing Culvert - Condition Unknown Major modification required (Existing Width significantly less than required)	New wider bridge accommodating design loading.	HL93 and Permit design Load
West of the Intersection of Road 68/Road F	Road 68	Existing Culvert - Condition Unknown	Potentially new culvert accommodating design loading.	HL93 and Permit design Load
West of I-5	Road 68	Existing Bridge - Condition Unknown	Potentially new bridge accommodating design loading.	HL93 and Permit design Load
Glenn-Colusa Canal	Delevan Road Extension	Existing Bridge - Condition Unknown Major modification required (Existing Width significantly less than required)	New wider bridge accommodating design loading.	HL93 and Permit design Load
Delevan Road (Private) over Unnamed Creek	Delevan Road Extension	Existing Bridge - Condition Unknown Major modification required (Existing Width significantly less than required)	New wider bridge accommodating design loading.	HL93 and Permit design Load
Sites Reservoir West Bridge	Sites Lodoga Road Realignment	New Bridge	New bridge accommodating design criteria and loading	HL93 and Permit design Load
Sites Reservoir East Bridge	Sites Lodoga Road Realignment	New Bridge	New bridge accommodating design criteria and loading	HL93 and Permit design Load
Bird Creek (22C-0039)	Road 90	Existing Bridge - Condition Unknown	Potentially new bridge accommodating design loading.	HL93 and Permit design Load

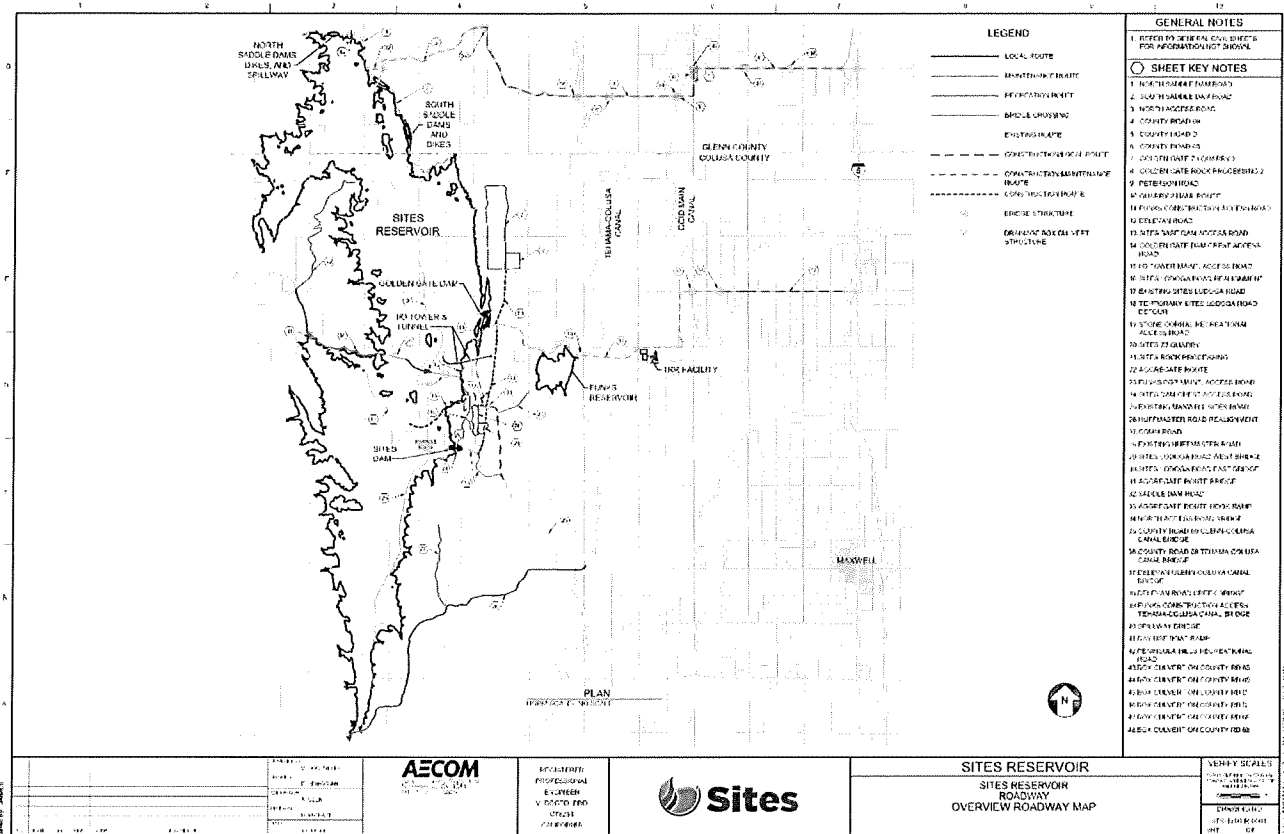


Exhibit E – Map Depicting Upper, Middle, and Lower Reaches of Colusa Basin Drain Potentially Affected by Sites Water

