

## SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“**Agreement**”), dated as of \_\_\_\_\_, 201\_ (“**Effective Date**”), is by and between Napa Sanitation District Solar, LLC (“**Provider**”), and Napa Sanitation District, a California Special District (“**Customer**”).

### Recitals

A. Provider and Customer have entered into that certain Power Purchase Agreement, dated as of the Effective Date (the “**PPA**”), pursuant to which Provider has agreed to engineer, construct and install the System and provide Customer with the Solar Services. Capitalized terms used herein but not defined herein (including in the recitals hereto) shall have the meanings given in the PPA;

B. In order to construct and install the System and provide the Solar Services, Provider requires access to certain real property owned or leased by Customer as identified in Exhibit A

C. In connection with the foregoing, Provider desires that Customer lease, and Customer desires to lease to Provider, the Premises (defined below); and

D. The Provider may finance the System and, in connection therewith, grant a first priority security interest therein in favor of the Lenders (defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Provider and Customer hereby agree as follows:

1. Lease. Customer hereby leases (the “**Lease**”) to Provider, in accordance with the terms and conditions hereinafter set forth, the real property listed in Exhibit B] where the Systems will be installed (individually and collectively, the “**Premises**”). Upon the completion of the installation of the System, Provider shall provide Customer with “as-built” drawings setting forth in detail the location of all components of each System. Subject to Section 5, Customer hereby also grants to Provider, for a period co-terminous with the Lease, a right of way to access the Premises across or through the Site and any surrounding or nearby premises owned or leased by Customer passage through which is necessary or convenient to gain access to the System or the Premises.

2. Benefits. Provider shall pay Customer one U.S. dollar (\$1.00) on the Commercial Operation Date as and for rent of the Premises.

3. Condition of Premises and System Construction.

(a) [Reserved.]

(b) Customer hereby consents to the construction of each System, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections, on the Premises.

(c) Customer acknowledges that the installation of all or a portion of the System may require physically mounting and adhering of the System [to the roofs of the building(s) below the Premises / to the ground and consents to such mounting and adhering, as applicable. *[If roof system:* Customer acknowledges and agrees that the portion of the System on the roofs of the building(s) may weigh in the aggregate no more than 5 pounds per square foot and consents to the installation of same.] Provider may request written acknowledgement from Customer pertaining to the final structural analysis related to the System in Provider's sole discretion.

#### 4. System Installation, Operation, Ownership and Removal.

(a) Provider shall have the right from time to time during the term hereof and in accordance with the PPA:

(i) to construct, install, operate and monitor the System in and on the Premises;

(ii) to maintain, clean, repair, replace and dispose of part or all of any System;

(iii) to add or remove any System or any part thereof;

(iv) to access the Premises with guests or consultants for advertising and other promotional purposes, including without limitation the taking of photographs and filming of images, which access shall occur during normal business hours and at such other times as are acceptable to the Customer in its reasonable business judgment; and

(v) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Provider, to carry out the activities set forth in subparagraphs (i) through (iv) of this Section 4(a).

(b) Customer acknowledges and agrees that Provider or its affiliate is the exclusive owner and operator of each System and that all equipment comprising the System shall remain the personal property of Provider and shall not become fixtures, notwithstanding the manner in which the System are or may be affixed to any real property of Customer. Customer shall have no right, title or interest in any System or any component thereof, notwithstanding that any such System may be physically mounted or adhered to the Premises.

(c) Customer represents and warrants that Customer (i) has been duly authorized to enter into this Agreement by all necessary action, and (ii) will not be in default under any agreement to which it is a party (including any lease in respect of any Site as to which Customer is the tenant) and (iii) [Reserved]

(d) [Reserved]

(e) With respect to each Site as to which Customer's interest in such Site is a fee simple interest, Customer shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber any such Site unless Customer shall have given Provider at least thirty (30) days' prior written notice thereof, which notice shall identify the transferee, the Site or to be so transferred and the proposed date of transfer. Customer agrees that this Agreement and the rights in the Premises granted in Section 1 of this Agreement shall run with the Site and survive any transfer of any Site while the PPA and this Agreement are in effect. In furtherance of the foregoing, Customer agrees that it shall cause any purchaser, Provider, assignee, mortgagee, pledgee or party to whom a lien has been granted to execute and deliver to Provider a document pursuant to which such party acknowledges and consents to the Provider's rights in the Site as set forth herein.

(f) Provider shall keep the Premises and the Site free from any mechanic's liens and shall pay when due all invoices arising out of any work performed or materials furnished to or at the Premises. If any claim of mechanic's lien is recorded against title to the Premises and the Site, Provider shall bond against or discharge same within thirty (30) days after Provider's receipt of written notice that such lien has been recorded.

5. Access to Premises. Customer shall provide Provider with access to the Premises in accordance with Exhibit A to the PPA and as reasonably necessary to allow Provider to perform the installation work (including all activities related to designing, engineering, constructing, and interconnecting the System at the Site or otherwise required under the PPA, the "Installation Work") and maintain the System as contemplated in the PPA, including, without limitation, ingress and egress to and from the Premises for Provider and its employees, contractors and sub-contractors and access to electrical panels and conduits to interconnect the System with the electrical wiring of the Site. Customer shall use commercially reasonable efforts to designate sufficient space, adjacent to the Premises, for the temporary storage and staging of tools, materials and equipment (collectively, "**Equipment**") by Provider and for the parking of Provider's construction crew vehicles, temporary construction trailers and facilities reasonably necessary during the Installation Work, Removal Work and access for rigging and material handling. Customer shall designate a reasonable area adjacent to the Premises for construction laydown by Provider. Customer and its authorized representatives shall at all times have access to and the right to observe the Installation Work, subject to compliance with Provider's safety rules, but shall not interfere with the Installation Work or handle any Equipment or the System without prior written authorization from Provider. In addition, Customer shall grant Provider access to the Site as reasonably necessary to allow Provider to perform the O&M Work, including, without limitation, ingress and egress to and from the Premises for Provider and its employees, contractors and subcontractors and local electric utility personnel. Provider shall perform the O&M Work in a manner that minimizes inconvenience to and interference with Customer and Customer's invitees' and customers' use of the Site to the extent commercially practicable.

6. Representations and Warranties, Covenants of Customer. Customer represents and warrants to Provider that there are no circumstances known to Customer or commitments to third parties (including, without limitation, mortgages, liens, or activities that may adversely affect any System's direct or indirect exposure to sunlight) that may damage, impair or otherwise adversely affect Provider's rights under this Agreement or any System and/or its function. Customer represents and warrants that Customer has lawful title to the Site and the Premises and full right to enter into this Agreement and that Provider shall have quiet and peaceful possession of the Premises throughout the term of this Agreement. Customer will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect any System or its function (including activities that may adversely affect any System's direct or indirect exposure to sunlight). Customer will not conduct maintenance to the Site or the Premises that is reasonably likely to damage, impair or otherwise adversely affect any System or its function.

7. Term. The term ("**Term**") of this Agreement shall commence on the Effective Date and terminate on the date that is one hundred eighty (180) days after the expiration or earlier termination of the PPA. Provider may terminate this Agreement at Provider's sole discretion at any time upon three (3) months' written notice to Customer. In addition, Provider may terminate this Agreement effective immediately upon provision of written notice to Customer if (a) within one hundred eighty (180) days of the Effective Date, Provider determines that a System cannot be installed and operated according to Provider's investment criteria; or (b) at any time during the Term, Provider determines that the System or operation thereof is impaired at any Site due to lack of direct or indirect exposure to sunlight as a result of the acts or omissions of Customer or Customer's agents, employees or contractors.

8. Insurance. Each of Provider and Customer shall obtain and maintain the insurance coverages required under the PPA.

9. Taxes. Each of Provider and Customer shall pay taxes, fees, excises, assessments, bonds, levies, or similar charges as required under the PPA.

10. Liability and Indemnity.

(a) General Indemnification.

(i) By Provider. Provider shall indemnify, defend and hold harmless Customer, its affiliates, officers, agents and employees (the "**Customer Indemnitees**") from and against any claim, demand, lawsuit, or action of any kind (collectively, "**Losses**") for injury to or death of persons, including, but not limited to, employees of Provider or Customer, and damage or destruction of property, including, but not limited to, property of Provider, any utility company or Customer, or other loss or damage incurred by Customer, arising out of (A) negligent acts or omissions or willful misconduct of Provider, its agents, officers, directors, employees or contractors on or at the Premises or the Site in connection with this Agreement; or (B) the material breach by Provider of any of its obligations under this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by Customer and any Customer Indemnitee in defending such Losses, including, but not limited to, attorney, witness

and expert witness fees, and any other litigation related expenses. Provider's obligations pursuant to this Section 10(a)(i) shall not extend to Losses for liability to the extent attributable to the negligence, fraud or willful misconduct of Customer, the Customer Indemnitees, or their respective contractors, successors or assigns, or to the acts of third parties. Provider shall pay any cost that may be incurred by Customer or the Customer Indemnitees in enforcing this indemnity, including reasonable attorney fees.

(ii) By Customer. Customer shall indemnify, defend and hold harmless Provider, its affiliates, officers, agents and employees (the "**Provider Indemnitees**") from and against any Losses for injury to or death of persons, including, but not limited to, employees of Provider or Customer, and damage or destruction of property, including, but not limited to, property of either Provider or Customer, or other loss or damage incurred by Provider, arising out of: (A) negligent acts or omissions or willful misconduct of Customer, its agents, officers, directors, employees, representatives, or contractors; (B) the material breach by Customer of any of its obligations under this Agreement; or (C) the inaccuracy of any representation or warranty of Customer contained in this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by Provider and any Provider Indemnitee in defending such Losses, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Customer's obligations pursuant to this Section 10(a)(ii) shall not extend to Losses for liability to the extent attributable to the negligence, fraud or willful misconduct of Provider, the Provider Indemnitees, or their respective contractors, successors or assigns, or the acts of third-parties. Customer shall pay any cost that may be incurred by Provider or the Provider Indemnitees in enforcing this indemnity, including reasonable attorney fees.

(b) Environmental Indemnification.

(i) By Customer. Customer shall indemnify, defend and hold harmless Provider and the Provider Indemnitees from and against any and all Losses suffered or incurred by any such party by reason of or resulting from (A) any Release on the Site or the Premises caused by Customer or the Customer Indemnitees or any Release on other property in the vicinity of the Site or the Premises caused by Customer or the Customer Indemnitees to the extent any such Release impacts the Site or the Premises; or (B) any environmental claim from any third party with regard to any violation or alleged violation of any Environmental Laws by Customer or the Customer Indemnitees or any actual, threatened or alleged Release affecting the Site or the Premises by Customer or the Customer Indemnitees. For the purposes hereof, (1) "**Release**" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment in violation of any Environmental Laws; and (2) "**Environmental Laws**" shall mean all federal, state, and local laws, statutes, ordinances, and regulations now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land, surface or subsurface strata, wildlife, aquatic species and vegetation), including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of hazardous materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous materials.

(ii) By Provider. Provider shall indemnify, defend and hold harmless Customer and the Customer Indemnitees from and against any and all Losses suffered or incurred by any such party by reason of or resulting from (A) any Release on the Site or Premises caused by Provider or the Provider Indemnitees; or (B) any environmental claim from any third party with regard to any violation or alleged violation of any Environmental Laws by Provider or the Provider Indemnitees or any actual, threatened or alleged Release affecting the Site or the Premises by Provider or the Provider Indemnitees.

(c) No Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, neither Provider nor Customer shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Agreement. The foregoing provision shall not prohibit Provider or Customer from seeking and obtaining general contract damages for a breach of this Agreement.

(d) Survival. The indemnities contained in this Section 10 shall survive the expiration or earlier termination of this Agreement.

#### 11. Assignment.

(a) Except as permitted in the PPA, neither party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that Provider may in its sole discretion and without the consent of Customer assign any of its rights, duties or obligations under this Agreement to (i) one or more of its affiliates, (ii) one or more third parties in connection with a sale-and-leaseback or other financing transaction, (iii) any present or future purchaser of the power generated by the System, (iv) any person or entity succeeding to all or substantially all of the assets of Provider, or (v) a successor entity in a merger or acquisition transaction (any of the foregoing being a “**Permitted Transfer**”). Provider shall provide notice to Customer of the occurrence of any such Permitted Transfer.

(b) With respect to a Permitted Transfer pursuant to clause (ii) in Section 11(a), Customer acknowledges and agrees that, upon receipt of written direction from a financing-transaction assignee of Provider (collectively, “**Lender**”), and notwithstanding any instructions to the contrary from Provider, Customer will recognize Lender, or any third party to whom Lender has reassigned the rights of Provider under this Agreement, as the proper and lawful Provider of the Premises and as the proper and lawful successor to Provider with respect to access to the Premises across or through the Site and fully entitled to receive the rights and benefits of Provider hereunder so long as Lender (or its assignee) performs the obligations of Provider hereunder. Customer shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which Customer shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Provider. Customer shall be under no duty to make any investigation or inquiry as

to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

12. Provisions Benefiting Lender.

(a) Customer agrees to provide written notice to Lender, provided that Customer shall have previously received written notice of Lender's designated address, of any act or event of default of Provider under the Agreement of which Customer has knowledge that would entitle Customer to cancel, terminate, annul, or modify the Agreement or dispossess or evict Provider from the Premises or otherwise proceed with enforcement remedies against Provider, and Lender shall have the same amount of time as Provider, but at least ten (10) days with respect to any monetary default and at least thirty (30) days with respect to any non-monetary default, to cure any default by Provider under the Agreement; provided that in no event shall Lender be obligated to cure any such default.

(b) Subject to the terms and conditions hereof, Customer hereby subordinates any lien it may have in and to the System and other property that is or may from time to time hereafter be located at the Premises in connection with the construction, installation, operation, maintenance and/or repair of the System, and to which Provider has granted or will grant a security interest to Lender (all such property and the records relating thereto shall be hereafter called the "**Collateral**") to the lien of Lender; provided, however, that this subordination shall not prevent Customer from exercising any right or remedy against Provider to which Customer may be entitled under the terms of the Agreement or as may be provided by applicable law; nor shall it prevent Customer from realizing upon any lien it may have on any property of Provider, including the Collateral, so long as Customer recognizes Lender's prior right to the Collateral described above. Customer recognizes and acknowledges that any claim or claims ("**Claims**") that Lender has or may have against such Collateral by virtue of any lien or security interest, are superior to any lien, security interest, or claim of any nature that Customer now has or may hereafter have to such Collateral by statute, agreement or otherwise. The subordination provided for herein shall be effective until the discharge of the Claims. Customer further agrees to notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Customer's lien, which shall be binding upon the executors, administrators, successors and transferees of Customer, and shall inure to the benefit of the successors and assigns of Lender. Customer agrees to execute such documents as may be required by Lender to evidence the foregoing subordination and to obtain similar executed documents from any third party who now has or obtains in the future an interest in the Site or the Premises, including any lenders to Customer.

(c) Customer consents to Lender's security interest in the Collateral and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing from Provider to the Lender. Customer agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of, Customer.

(d) Customer hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent Lender from the Premises and the Site for the purpose of inspecting the Collateral, and agrees that Lender may access the Premises through the Site to inspect the Collateral.

13. Amendments. This Agreement may be amended only in writing signed by Provider and Customer or their respective successors in interest.

14. Notices. Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 14). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below, unless a change of address notice has been delivered by a party to the other party in accordance with this Section 14:

If to Customer:

Napa Sanitation District  
c/o Jeff Tucker  
1515 Soscol Ferry Road  
Napa, CA 94558  
Phone: 707-258-6000  
Facsimile: 707-258-6048

If to Provider:

Napa Sanitation District Solar, LLC  
c/o SunPower Corporation, Systems  
1414 Harbour Way South  
Richmond, CA 94804  
Attention: Project Administrator  
Phone: (510) 540-0550  
Fax: (510) 540-0552

15. Waiver. The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.



16. Remedies Cumulative. No remedy herein conferred upon or reserved to Provider or Customer shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

17. Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

18. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California (without regard to its conflict of laws principles).

19. Binding Effect. This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

20. Counterparts. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or "pdf" signatures shall have the same effect as original signatures and each party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the parties.

21. Entire Agreement. This Agreement, the O&M Agreement, and the PPA, represent the full and complete agreements between the parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral agreements between said parties with respect to said subject matter. In the event of any conflict between the provisions of this Agreement and the provisions of the PPA, the provisions of the PPA shall govern and control.

22. Further Assurances. Upon the receipt of a written request from the other party, each party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section. Customer consents to and hereby appoints Provider as its attorney in fact for the purpose of recording a memorandum of this Agreement in the land registry or title records of the county where the Premises is located or other applicable government office. From time to time, within seven (7) days of a written request by Provider (or its lenders), Customer shall provide an estoppel certificate with respect to Provider's compliance with the terms of this Agreement and attesting to Customer's knowledge of any known issues of noncompliance by Provider.

23. Estoppel. Either party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party, shall deliver a written instrument, duly executed, certifying to the requesting party, or any other person, firm or corporation specified by the requesting party:

(a) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) whether or not to the knowledge of such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same;

(c) the dates to which amounts due have been paid; and

(d) such other information as may be reasonably requested by the requesting party. Any written certificate given hereunder may be relied upon by the recipient thereof, except to the extent the recipient has actual knowledge of facts contained therein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

CUSTOMER:

**Napa Sanitation District, a California Special District**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROVIDER:

**Napa Sanitation District Solar, LLC**

By: SunPower Corporation, Systems, its member

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Bakker  
District Legal Counsel

## EXHIBIT A

### Legal Description of Site

The land referred to in this report is situated in the unincorporated area of Napa County of Napa, State of California, and is described as follows:

#### TRACT ONE:

Commencing on the southern line of the road known as the Soscol Ferry Road at the most northern corner of Lot 25 as the same are shown upon that certain map entitled, "Map of Subdivision of Thompson's Soscol Ranch in Napa County, Cal.", filed June 20, 1889 in Book 1 of Maps at page 56 in the office of the County Recorder of said Napa County; running thence along the northwestern line of said Lot 25, South 35° 30' West 8.00 chains, South 73° West 6.00 chains and North 74° 45' West to the eastern bank of the Napa River; thence northerly along said eastern bank to the southern line of Soscol ferry Road; thence southeasterly, along said southern line to the point of commencement.

Excepting therefrom, however the following:

- a) That portion thereof within the right of way of the Southern Pacific Company.
- b) That portion contained in the Final Order of Condemnation recorded July 29, 1976 in Book 1004 at page 381 of Official Records of Napa County.

APN: 046-400-015

#### TRACT TWO:

COMMENCING at the point where the centerline of the tract of the Southern Pacific Railroad Company running from Vallejo to Napa City crosses the center of Suscol Creek; and running thence along the property now or formerly of Hatnaway, South 74° 45' East 2.94 chains; thence North 73° East 6 chains; thence North 36° East along a fence 8.00 chains to the public road from Suscol Ferry to the Napa and Vallejo Road; thence following the Southerly line of said last named road, South 67° 15' East 6.00 chains; thence South 77° East 15.78 chains to the Northwest corner of the tract of land now or formerly of C. W. Lightner (formerly the Wm. Neeley Thompson Tract), containing 292 acres of land; thence South 16° 30' West 23.50 chains to the Southwest corner of said last named tract; thence South 75° East 45.79 chains; thence South 4° East 19.73 chains; thence South 89° 45' East 8.50 chains, more or less, to the Northwest corner of Subdivision Six as laid down on a certain map entitled, "Map of Subdivisions of Thompson's Soscol Ranch, in Napa County, Cal., June 1889", filed June 20, 1889 in the office of the County Recorder of said Napa County; thence South 0° 45' West 13.23 chains to the South boundary line of land formerly of Simpson Thompson; thence West along said last named line and along the South boundary line of Swamp and Overflowed Land Survey No. 5, 110.45 chains to the Northeast corner of Swamp and Overflowed Land Survey No. 106; thence South 29.96 chains to the Southeast corner of the last named tract; thence West 48.52 chains to the Southwest corner of last named tract; thence North 2° 30' West 19.73 chains, North 44° East 6.30 chains, North 49° 30' East 5.10 chains, North 25° 15' East 2.63 chains, North 45° East 14.15 chains; thence East along Township line, 3 chains to the West boundary line of Swamp and Overflowed Land Survey No. 5; thence North to the East bank of Napa River; thence up the East bank of said River to its confluence with Suscol Creek; and thence up said Creek to the point of commencement.

EXCEPTING THEREFROM the following portion thereof, to wit:

COMMENCING at the Southeast corner of Swamp and Overflowed Land Survey No. 106; and running thence due North along the dividing line between said Survey No. 106 and Swamp and Overflowed Survey No. 112,

18.50 chains to the middle of the large slough known as "Thompson's Slough"; thence down the middle of said slough Westerly and Southerly to the South line of said Swamp and Overflowed Land Survey No. 106; thence due East along the South line of said Survey No. 106 (which is also part of the North boundary of said Survey No. 112) about 21 chains to the point of commencement, being a part of said Swamp and Overflowed Land Survey No. 106.

ALSO EXCEPTING THEREFROM the following portion thereof, to wit:

That certain parcel of land heretofore conveyed to Harlow V. Greenwood, by Deed recorded November 2, 1937 in Book 123 at page 15 of Official Records of Napa County.

ALSO EXCEPTING THEREFROM that certain land described in the Quitclaim Deed dated January 29, 1985 by and between the Napa Sanitation District, Napa County, California, a public corporation within the County of Napa, and the Schlies Family Trust, recorded February 1, 1985 in Book 1374 at page 30 of Official Records of Napa County and recorded February 1, 1996 under Series Number 1996 002652 of Official Records of Napa County.

ALSO EXCEPTING THEREFROM that portion lying within that certain land awarded to the Napa Sanitation District by Final Order of Condemnation recorded September 14, 1972 in Book 888 at page 662 of Official Records of Napa County.

APN 046-400-016 and 057-010-038 and 039

## **EXHIBIT B**

### **Legal Description of Premises**

**Site Name:** Napa Sanitation District

**Site Address:** 1515 Soscol Ferry Rd., Napa, CA 94558

**Description of Building and Surrounding Area:** The solar system will be located on the land north of the Napa Sanitation District facilities, to the immediate north and south of Soscol Ferry Road as indicated in the attached array layout.

**Description of Electrical Facility:** 1,044 kWp ground-mounted single-axis tracking solar PV system

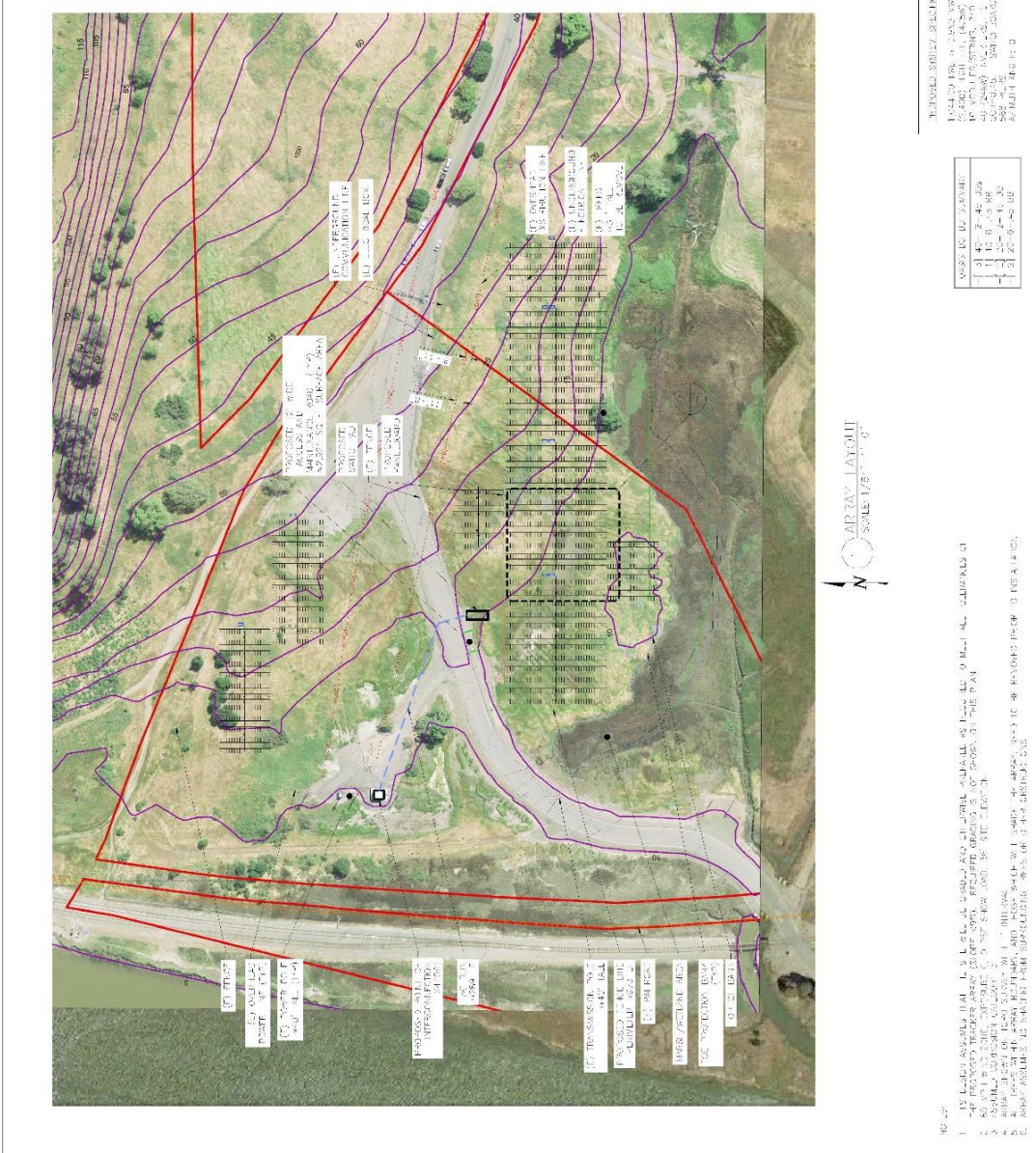
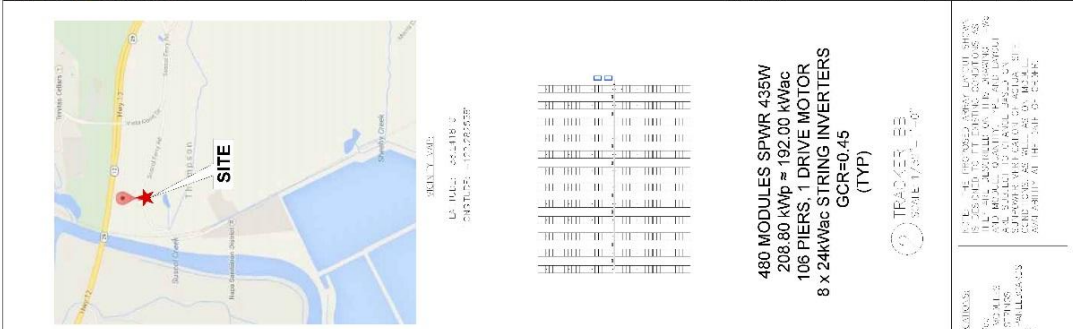
**Summary of Twelve Months of Utility Bills:** 5,326,513 kWh

**Site Exposure:** Exposure Type C

**Satellite Picture of Property:**



SUNPOWER		PROJECT: NAPA SANITATION DISTRICT	
DATE: 08/08/15		SUBJECT: TRACKER	
DRAWN BY: [Name]		CHECKED BY: [Name]	
DATE: 08/08/15		DATE: 08/08/15	



REVISIONS	DATE	DESCRIPTION
1	08/08/15	ISSUE FOR PERMITTING
2	08/15/15	REVISED PERMITTING REQUIREMENTS
3	08/22/15	REVISED PERMITTING REQUIREMENTS
4	09/01/15	REVISED PERMITTING REQUIREMENTS
5	09/08/15	REVISED PERMITTING REQUIREMENTS