

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

For CUP No _____

KNOW ALL MEN BY THESE PRESENTS:

That We, _____
Name

of

Address
as PRINCIPAL and

as SURETY, are firmly bound unto the COUNTY OF LOS ANGELES and each officer and employee thereof, hereinafter called the COUNTY, in the sum(s) indicated below, for the payment of which sum(s), we hereby bind ourselves, our heirs, executors, administrators, successors or assignees, jointly and severally.

The condition of the foregoing obligation is such that whereas said PRINCIPAL is the owner and developer of real property located in the vicinity of _____ in the County of Los Angeles, State of California and commonly referred to as AV Solar Ranch One to be developed in accordance with Conditional Use Permit No. 2009-0026(5) approved by the COUNTY and made binding on the PRINCIPAL pursuant to authority granted in Title 22 of the Los Angeles County Code, which Condition Nos. 21 and 22 in said CUP require a COUNTY approved Decommissioning Plan and associated financial assurance in an amount sufficient to ensure performance of the Decommissioning Plan, dated _____, 20 ____, which is hereby referred to and made a part hereof, for the following work required by **CUP Condition No 21** and the Decommissioning Plan, to wit:

Removal of solar panel structures and all appurtenant above-ground equipment;

Removal of on-site overhead poles and above-ground electricity lines;

Removal of permanent above-ground transmission lines and poles located in the public right-of-way if determined not usable by Public Works and/or any other applicable public or private utility. Otherwise such transmission lines and poles shall be allowed to remain;

Removal of the on-site substation, if owned by the permittee. If in the future a public or private utility assumes ownership of the substation, such substation may remain on site to be used as part of the utility service;

Restoration of any disturbed soil and revegetation of the site to its pre-construction condition, with native vegetation similar to the vegetation in the surrounding vicinity;

Restoration or reclamation of project roads to their pre-construction condition unless the then-existing owner of the site elects to retain the improved roads for access throughout the site;

Removal of permanent operations facilities and maintenance buildings unless these facilities and/or maintenance buildings are in a condition as to be reusable by the then-existing owner of the site, as determined by the Director of Planning, and the then-existing owner elects to retain such facilities and/or buildings

in the total sum of _____ dollars (\$_____).

All is in accordance with the attached Decommissioning Plan and is required by said COUNTY to give this bond in connection with the approval of said Decommissioning Plan.

Now therefore, if the said PRINCIPAL shall completely perform all of the covenants and obligations of said Decommissioning Plan and any alteration thereof made as therein provided, on his part to be performed at the times and in the manner specified therein, and in all respects according to its true intent and meaning, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect. The SURETY hereby expressly consents to, and waives any prior notice of, the granting, from time to time by the COUNTY to the PRINCIPAL, of any extensions of time to perform and complete the work under the Decommissioning Plan or to the work or to any such changes or alterations to the work or to the specifications, ordered by the COUNTY pursuant to the provisions of said Decommissioning Plan. The SURETY further expressly agrees that any such extensions of time or any such changes or alterations shall not in any way affect its obligation on this bond.

The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY'S obligation hereunder and are waived by the SURETY. As a part of the obligation secured hereby and in addition to the face amount specified therefore, the protection afforded by it shall cover payment of any costs, expenses and fees, including without limitations attorneys' and experts' fees incurred by the COUNTY in enforcing such obligation, or enforcing any of the County's right under this bond, all to be added as costs and included in any judgment rendered.

Furthermore, the SURETY expressly agrees as follows:

(1) If the PRINCIPAL fails to complete any work herein above listed within the time specified in the Decommissioning Plan, the COUNTY may, upon written notice to the PRINCIPAL, served in the time and manner provided in the applicable Code, determine

that said work or any part thereof is uncompleted, and may cause to be forfeited to the COUNTY such portion of this obligation as may be necessary to complete such work.

(2) If the PRINCIPAL shall fail to complete more than one of the requirements hereinabove listed within the specified time, the COUNTY shall not be required to declare a forfeiture of this obligation or to requirements and may subsequently, from time to time, declare additional forfeitures or prosecute additional actions under this bond as to any one or more of the remaining uncompleted requirements, even though the COUNTY knows or has reason to know, at the time of the initial forfeiture, that the requirements to which the subsequent forfeitures or prosecutions of action pertain were not, as of the time of the initial forfeiture, completed within the time specified for completion.

(3) The COUNTY may expressly exonerate the SURETY with respect to any one or more of the requirements hereinabove listed without waiving any of its rights against the PRINCIPAL or the SURETY for any remaining requirements.

IN WITNESS thereby, the PRINCIPAL and SURETY caused this bond to be executed on this _____ date of _____, 20 ____.

Principal _____

(Seal)

Principal _____

Surety _____

No riders, endorsements, or attachments have been made hereto by the Surety except as noted hereon to the right.

Address _____

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgement jurats.)

By _____

Received on behalf of the COUNTY OF LOS ANGELES by the DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM ANDREA SHERIDAN ORDIN County Counsel

By _____

Deputy

Date: _____

By _____

Deputy

"I HEREBY CERTIFY:

1. _____ That
_____ has
been certified by the State Insurance Commissioner as an admitted surety insurer and
that such authority is in full force and effect.

2. That the person executing the within bond on behalf of the surety is authorized to
do so under a power of attorney on file with this office.

3. That there is on file in this office the financial statement of the surety for the
period ending _____ showing capital and surplus not
less than ten times the amount of this bond."

COUNTY CLERK

By _____
Deputy

Dated _____