

**From:** Absher, Sean

**Sent:** Friday, September 15, 2017 10:53 AM

**To:** 'Barbara Leibold'; John McClendon (john@ceqa.com); Craig Sherman (craigshermanapc@gmail.com)

**Subject:** Revised Memorandum of Agreement

Counsel,

Attached is Mt. SAC's counter-settlement proposal. The key "must-have" provision for Mt. SAC is the ability to move dirt to the West Parcel site to support the PEP project.

In addition, I am hopeful your clients appreciate the significant concession Mt. SAC is willing to make in permanently abandoning the Solar Project. The cost savings of hundreds of millions of dollars from a 2+ MW solar farm that will last into perpetuity is forever lost. There is also the issue of the significant investment of attorneys' fees by Mt. SAC to defeat the City's claim the Solar Project was subject to City of Walnut land use, zoning, construction and building controls. City's control over the Solar Project is a narrow one: review and approval of grading plans limited by Gov. Code section 53097. To avoid ongoing legal debate, nothing in the law would prevent Mt. SAC from installing a modified solar project that does not trigger City's review of grading plans, and such a project could be installed in a matter of a few months.

You will also see that the settlement proposal provides for the City and Mt. SAC to enter into a MOU to address City's review and permitting authority for future Mt. SAC projects.

If a further site visit or meeting would be helpful, please let me know; otherwise, I look forward to hearing from you after you have spoken with your clients.

Sean

**Sean B. Absher**

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