



- 1 C. On or before October 28, 2021, APPLICANT submitted to the Department a revised  
2 draft reclamation plan, including modifications thereto (collectively, such revised  
3 draft reclamation plan, and modifications thereto, are the “**October 2021**  
4 **Reclamation Plan**”).
- 5 D. On October 28, 2021, the Director of Public Works and Planning or such Director’s  
6 designee (collectively, the “**Director**”) approved the October 2021 Reclamation  
7 Plan.
- 8 E. On June 30, 2022, APPLICANT submitted to the Department an addendum to the  
9 October 2021 Reclamation Plan (the “**Addendum to the October 2021**  
10 **Reclamation Plan;**” collectively, the October 2021 Reclamation Plan together the  
11 Addendum to the October 2021 Reclamation Plan are the “**Reclamation Plan**”).
- 12 F. On June 30, 2022, the Director approved the Addendum to the October 2021  
13 Reclamation Plan as a modification to the October 2021 Reclamation Plan, and  
14 together, such approvals by the Director of the October 2021 Reclamation Plan, and  
15 of the Addendum to the October 2021 Reclamation Plan, are the Director’s approval  
16 of the Reclamation Plan as to the Project described therein. A true and complete  
17 copy of the Reclamation Plan is attached hereto and incorporated herein by  
18 reference as **Exhibit A**.
- 19 G. The Reclamation Plan identifies only a portion of the approved uses identified in the  
20 Approvals, which portion is described as “Phase I,” consisting of an approximately  
21 200-megawatt (“**MW**”) solar photovoltaic generation facility, 40-MW / 160 megawatt  
22 hour (“**MWh**”) energy storage system, substation, and transmission lines  
23 (collectively, the “**Project**”). APPLICANT represents to COUNTY that the Project  
24 described herein will be fully capable, once completed according to its  
25 manufacturer’s specifications, of independent operation and of supplying power to  
26 the power grid.
- 27 H. APPLICANT intends to construct the remaining components of the project described  
28 in CUP No. 3555, including an additional 200-MW solar photovoltaic generation

1 facility and a 360-MW / 1,440 MWh energy storage system, in a subsequent phase  
2 or in subsequent phases, which phase or phases are not addressed in this  
3 Agreement.

4 I. The project described in CUP No. 3555 will be situated on and within multiple  
5 parcels consisting of approximately 4,089 acres, identified in the Approvals,  
6 generally located south of West South Avenue, north of West Dinuba Avenue, east  
7 of South Ohio Avenue and State Route (SR) 33 (South Derrick Avenue), and west  
8 of South San Mateo Avenue in unincorporated Fresno County, as more particularly  
9 shown on **Exhibit B**, attached hereto and incorporated herein by reference solely  
10 for the purpose of illustrating the location of the project described in CUP No. 3555.  
11 This Recital G is subject to the provisions of subsection 1(e) of this Agreement.

12 J. APPLICANT intends to construct the Project as defined in this Agreement and in the  
13 Reclamation Plan as Phase I on only some of the parcels described in **Exhibit B**,  
14 consisting of approximately 2,070 acres, namely Assessor's Parcel Numbers 028-  
15 071-34, 028-071-39, 028-111-01, 028-111-02, 028-111-04, 028-111-06, 028-111-  
16 09, 028-111-10, 028-111-19, 028-111-17, 028-111-13, 028-111-07, 028-111-14,  
17 028-111-15, 028-111-16, and portions of each of 028-071-47, 028-101-72, and 028-  
18 101-74 as more particularly described on **Exhibit B-1**, attached hereto and  
19 incorporated herein by reference (collectively, the "**Property**"). The Property only  
20 includes the parcels more particularly described on Exhibit B-1.

21 K. Generally, the Reclamation Plan states that, at the end of its expected 35-year  
22 useful life, the Project would be decommissioned and dismantled, and the Project  
23 site restored to an agricultural use-ready condition in accordance with all applicable  
24 codes and regulations.

25 L. APPLICANT intends to undertake construction of the Project, as described in the  
26 Reclamation Plan as Phase I.

27 M. As a further condition of the Approvals, the Planning Commission required that, prior  
28 to the issuance of any permit(s) for grading or development (and the Parties agree

1 that development includes construction or building), relating to the Project  
2 (collectively, "**Grading or Development Permits**"), APPLICANT must enter into a  
3 reclamation agreement with COUNTY to secure APPLICANT's obligations to "(1)  
4 decommission, dismantle, and remove the entire project and reclaim all of the site  
5 to its pre-project condition in accordance with the approved Reclamation Plan, and  
6 (2) maintain a financial assurance to the County of Fresno, to secure the project  
7 owner's obligations under the" Reclamation Plan.

8 N. To secure APPLICANT's faithful performance of all of its obligations under the  
9 Reclamation Plan, the Planning Commission further required APPLICANT to  
10 deposit a Cash Security (defined below) which "shall (1) initially cover the project  
11 owner's cost of performing its obligations under the [Reclamation Agreement] ...  
12 based on the final County of Fresno-approved design of the project, which cost  
13 estimate shall be provided by the project owner to [COUNTY], and be subject to  
14 approval by [COUNTY], and (2) be automatically increased annually, due to  
15 increases in costs, using the Engineering News-Record construction cost index."

16 O. APPLICANT shall make the deposits of the Cash Security into an escrow account,  
17 as provided herein, which shall be (i) in the initial minimum amount equal to the  
18 licensed professional engineer's written cost estimate, which is **One-Million, Four-**  
19 **Hundred Thirty-Seven Thousand, Two-Hundred and Forty-Six, and 0/100**  
20 **Dollars (\$1,437,246.00)**, plus such annual increases reflecting increase  
21 construction costs reflected in the Engineering News-Record ("**ENR**") construction  
22 cost index and each such subsequent deposit by APPLICANT shall be without the  
23 requirement of any demand or notice by COUNTY, (ii) subject to an Escrow  
24 Agreement (defined below), in a form and substance satisfactory to COUNTY as  
25 provided in this Agreement, among COUNTY, APPLICANT, and a financial  
26 institution having minimum Federal Deposit Insurance Corporation (FDIC) insurance  
27 coverage under this Agreement, and (iii) the initial amount of such deposit shall be  
28

1 in compliance with this Agreement and the Escrow Agreement prior to COUNTY's  
2 issuance of any Grading or Development Permits.

3 P. The Parties agree that fairness and sound fiscal policy require that APPLICANT, as  
4 the person or entity receiving the benefits of any land use approval, should also bear  
5 the burden of the liability for decommission and dismantling the Project, and  
6 restoring the Project site to an agricultural use-ready condition in accordance with  
7 all applicable codes and regulations.

8 In consideration of the foregoing facts and circumstances, and for good and valuable  
9 consideration, the sufficiency of which is acknowledged and as having been received, the  
10 Parties hereby agree as follows:

11 **1. APPLICANT'S OBLIGATIONS.**

12 **(a) Compliance with Reclamation Plan.**

13 APPLICANT agrees that all of APPLICANT's activities set forth in the Reclamation Plan  
14 with respect to the Project shall be deemed as requirements of APPLICANT under this  
15 Agreement and are enforceable by COUNTY under the terms and conditions of this  
16 Agreement. APPLICANT shall, at its own cost, fully perform and comply with all of the  
17 provisions of the Reclamation Plan, including without limitation Section 5 (Decommissioning  
18 and Restoration Process) and Section 6 (Decommissioning Costs and Financial Assurances)  
19 thereof with respect to the Project, and decommission, dismantle, and remove the entire  
20 Project, and reclaim all of the Property to its pre-Project condition as an agricultural use-ready  
21 condition in accordance with all applicable codes and regulations pursuant to the Reclamation  
22 Plan (collectively, "**Reclamation**") within twelve (12) months of the earliest to occur of any of  
23 the following, as reasonably determined by the Director: (i) there has not been substantial  
24 development of the Project within two (2) years following the COUNTY's Planning  
25 Commission's approval of, and issuance to APPLICANT, CUP No. 3555; (ii) the Project, or a  
26 substantial portion thereof, has not, following completion of construction of the Project,  
27 produced electricity for at least six (6) consecutive months within a twelve (12) month period,  
28 or for three hundred sixty five (365) non-consecutive calendar days within any twenty four (24)

1 month period, during the term of this Agreement; (iv) the expiration or early termination of CUP  
2 No. 3555; or (v) thirty-five (35) years from the commencement of operation of the Project, in  
3 its entirety (each, an “**Event of Project Cessation**”). If there are any inconsistencies between  
4 the terms and conditions of this Agreement (excluding the Reclamation Plan) and the  
5 provisions of the Reclamation Plan with respect to the Project and/or the Property, such  
6 inconsistencies shall be resolved by giving precedence to the terms and conditions this  
7 Agreement (excluding the Reclamation Plan) over the provisions of the Reclamation Plan with  
8 respect to the Project and/or the Property.

9 **(b) Notice to COUNTY.**

10 (i) APPLICANT shall, within thirty (30) calendar days following  
11 completion of construction of the Project, provide written notice thereof to COUNTY pursuant  
12 to Section 5 of this Agreement accompanied by a complete as-built site plan of the Project in  
13 paper and digital Portable Document Format “PDF” or other format acceptable to COUNTY,  
14 setting forth each location of the actually-constructed Project, provided however,  
15 APPLICANT’s failure to provide or delay in providing such notice, or as-built site plan to  
16 COUNTY shall not prohibit COUNTY from exercising its rights and remedies under this  
17 Agreement.

18 (ii) APPLICANT shall provide written notice to COUNTY pursuant to  
19 Section 5 of this Agreement within ten (10) calendar days following the occurrence of any  
20 Event of Project Cessation, provided however, the failure of APPLICANT to provide or delay  
21 in providing such notice shall not prohibit COUNTY from exercising its rights and remedies  
22 under this Agreement.

23 In addition to the foregoing paragraph, upon COUNTY’s written request to APPLICANT,  
24 which shall be made in the manner for providing notice pursuant to Section 5 of this  
25 Agreement, concerning whether there is any Event of Project Cessation, APPLICANT shall,  
26 not later than ten (10) calendars days after receipt of such request, provide written responsive  
27 notice to COUNTY pursuant to Section 5 of this Agreement, which responsive notice shall be  
28 accompanied by copies of, or electronic links to, the records, so requested by COUNTY,

1 concerning the status of the Project's development, and of the Project's operation and  
2 electricity production. APPLICANT shall retain and maintain such records for a minimum of  
3 five (5) years from their creation.

4 **(c) Time is of the Essence.**

5 It is understood that time is of the essence in the performance of all obligations under  
6 this Agreement and the Reclamation Plan. Any reference in this Agreement to "business days"  
7 shall mean COUNTY's business days.

8 **(d) Pre-condition to Grading or Development Permits.**

9 Prior to APPLICANT obtaining any Grading or Development Permits from COUNTY  
10 with respect to the Project, or any portion thereof, the following shall have occurred to  
11 COUNTY's satisfaction: (i) pursuant to subsection 2(b) of this Agreement, (1) APPLICANT,  
12 COUNTY, and the Escrow Agent (as defined in subsection 2(a) of this Agreement), have  
13 entered into an Escrow Agreement (as defined in subsection 2(a) of this Agreement), and  
14 APPLICANT has delivered such fully-executed Escrow Agreement to COUNTY, and (2) by the  
15 terms of the Escrow Agreement, APPLICANT has irrevocably delivered to the Escrow Agent  
16 the initial amount of the Cash Security for the Escrow Agreement, which shall be in the initial  
17 minimum amount of **One-Million, Four-Hundred Thirty-Seven Thousand, Two-Hundred**  
18 **and Forty-Six, and 0/100 Dollars (\$1,437,246.00)**, and, the Escrow Agent has given  
19 COUNTY written confirmation of the Escrow Agent's receipt of such initial minimum amount;  
20 and (ii) pursuant to Section 7 of this Agreement, the Recordation of the Easements (as defined  
21 in Section 7 of this Agreement) has occurred, as provided by and in compliance with Section  
22 7 of this Agreement.

23 **(e) Further Construction or Development.**

24 Notwithstanding anything to the contrary in this Agreement, if APPLICANT intends to  
25 construct any portion of the project described in CUP No. 3555 beyond the scope of the Project  
26 addressed by this Agreement and described in the Reclamation Plan as Phase I, APPLICANT  
27 understands, acknowledges, and agrees that: (i) a revised or additional reclamation plan that  
28 is acceptable to COUNTY, an amendment to this Agreement, subject to Section 18 of this

1 Agreement and/or subsequent reclamation agreement, along with sufficient cash security in  
2 an initial amount to be deposited along with additional periodic cash deposits and increases  
3 thereof (and such initial amount and periodic additional cash deposits, once deposited with an  
4 escrow agent, and increases thereof, as applicable, are irrevocable) under an escrow  
5 agreement among COUNTY, APPLICANT and an escrow agent, which amendment and/or  
6 subsequent reclamation agreement, and escrow agreement are approved and entered into by  
7 COUNTY, and any reclamation easements in favor of COUNTY, which are acceptable to  
8 COUNTY, and recorded in the official records of the Fresno County Recorder against relevant  
9 property or properties, are all necessary and must occur before COUNTY will issue any  
10 Grading or Development Permits for any portion of the project described in CUP No. 3555  
11 beyond the scope of the Project addressed by this Agreement and described in the  
12 Reclamation Plan as Phase I, and that all of which shall be at APPLICANT's own costs; and  
13 (ii) neither this Agreement, nor the Easements (which are provided and required under Section  
14 7 of this Agreement), obligate COUNTY, either expressly or impliedly, to issue any such  
15 Grading or Development Permits, accept any such revised or additional reclamation plan,  
16 approve or enter into any such subsequent reclamation agreement, any such amendment to  
17 this Agreement and/or any such escrow agreement, or accept any such reclamation  
18 easements.

19 **2. SECURITY FOR APPLICANT'S OBLIGATIONS.**

20 **(a) Definitions.**

21 **"Cash Security"** means and includes all of the then-current amount of the cash, which  
22 shall be in immediately available United States currency ("**US Currency**"), or any portion  
23 thereof, including APPLICANT's initial deposit of the cash pursuant to Section 2 of this  
24 Agreement, and any annual increases of such cash as a result of any interest income earned  
25 on the Cash Security or as a result of any additional cash deposits required by this Agreement,  
26 all as to be held on deposit by the Escrow Agent for the sole benefit of the County under the  
27 Escrow Agreement, less any County drawings of the Cash Security under the Escrow  
28 Agreement.

1           **“Escrow Agent”** means a financial institution, appointed jointly by APPLICANT and  
2 COUNTY (or otherwise, if necessary, by a court of competent jurisdiction), that receives the  
3 Cash Security from APPLICANT, and is authorized under the Escrow Agreement to hold the  
4 Cash Security, and to disburse the Cash Security to COUNTY upon COUNTY’s drawing  
5 thereunder. APPLICANT and COUNTY propose to jointly appoint United Security Bank, a  
6 state chartered bank in California, as the initial Escrow Agent.

7           **“Escrow Agreement”** means an agreement by and among APPLICANT, COUNTY,  
8 and the Escrow Agent, which is the arrangement by which APPLICANT irrevocably deposits  
9 the Cash Security with the Escrow Agent, and by which there are any annual increases of such  
10 cash as a result of any interest income earned on the Cash Security or as a result of any  
11 additional cash deposits required by this Agreement, and which increases and additional cash  
12 deposits are deemed irrevocable once increased or deposited, as applicable, for the sole  
13 benefit of COUNTY, to enable APPLICANT to secure its faithful performance of all of its  
14 obligations under this Agreement.

15                       **(b) Cash Security.**

16           As security to COUNTY for APPLICANT’s faithful performance of all of its obligations  
17 to comply with the Reclamation Plan and the terms and conditions of this Agreement,  
18 APPLICANT shall, and shall cause an Escrow Agent to, not later than five (5) business days  
19 subsequent to the execution of this Agreement by the Parties, enter into an Escrow Agreement  
20 among APPLICANT, COUNTY, and the Escrow Agent. Within three (3) business days  
21 following APPLICANT’s, COUNTY’s, and the Escrow Agent’s execution of such Escrow  
22 Agreement, APPLICANT shall irrevocably deliver to the Escrow Agent the initial amount of the  
23 Cash Security for the Escrow Agreement, which shall be in the initial minimum amount of **One-**  
24 **Million, Four-Hundred Thirty-Seven Thousand, Two-Hundred and Forty-Six, and 0/100**  
25 **Dollars (\$1,437,246.00)**. The amount of the Cash Security is not a limitation on APPLICANT’s  
26 obligations under this Agreement or the Reclamation Plan.

27           Not later than December 1, 2022, and December 1 of each year following the Effective  
28 Date hereof, APPLICANT shall, without the requirement of any demand or notice by COUNTY,

1 deposit additional cash necessary to cause the Cash Security to be increased by a percentage  
2 equal to any annual increase in construction costs reflected in the ENR construction cost index  
3 from October 1 of the previous year to October 1 of the then-current year. As of the Effective  
4 Date, the ENR construction cost index is available at the following Web address: ENR.com

5 As an example, assuming there is an annual increase in construction costs for 2022  
6 (*i.e.*, the current year), if the ENR construction cost index for the period of October 1, 2021  
7 (*i.e.*, for the previous year) through October 1, 2022 (*i.e.*, for the current year) reflects a 3.5%  
8 increase in the cost of construction for 2022, APPLICANT would be required, by December 1,  
9 2022, to deposit into the Cash Security an amount equal to 3.5% of the then total Cash  
10 Security.

11 If the ENR construction cost index reflects a decline in construction costs for the one-  
12 year period described above, the APPLICANT shall not be permitted to withdraw from the  
13 Cash Security or to credit that decline against the Cash Security or any future increases in the  
14 Cash Security.

15 APPLICANT shall notify COUNTY as provided in Section 5 of this Agreement, with a  
16 report stating the amount by which APPLICANT increased the Cash Security, supported by  
17 the calculation of such increase with reference to the ENR construction cost index, or no  
18 change in the Cash Security, supported by the calculation of such decrease or no change with  
19 reference to the ENR construction cost index, not later than January 15 of the year following  
20 the increase or no change in the Cash Security, as applicable, provided however that, if such  
21 construction cost information is not available, then APPLICANT shall provide notice of such  
22 unavailability to COUNTY, including any reasonably-estimated date of such availability if such  
23 estimated date is available to APPLICANT and continue to reasonably keep COUNTY so  
24 informed if such information continues to be unavailable for more than fifteen (15) calendar  
25 days after such notice, and in any event APPLICANT shall promptly provide such information  
26 once it becomes available.

27 If in the sole and absolute judgment of the Director, the ENR construction cost index is  
28 no longer available during the term of this Agreement, the Director may, in his or her sole and

1 absolute discretion, replace the ENR construction cost index with another, comparable  
2 construction cost index retroactive to the last date that the ENR construction cost index was  
3 available, as the Director may determine in his or her sole and absolute judgment, without  
4 necessity of any amendment or modification to this Agreement, by notifying APPLICANT as  
5 provided in Section 5 of this Agreement, and APPLICANT shall use such replacement  
6 comparable construction cost index for purposes of this subsection 2(b). The provisions of this  
7 paragraph shall apply to any replacement construction cost index.

8 **(c) Escrow Agreement.**

9 The Escrow Agreement shall be in a form and substance acceptable to COUNTY. The  
10 Escrow Agent shall be acceptable to COUNTY. Without limiting the generality of the foregoing  
11 requirements of the Escrow Agreement and Escrow Agent, APPLICANT shall, and shall cause  
12 the Escrow Agent to, enter into an Escrow Agreement among APPLICANT, COUNTY and the  
13 Escrow Agent in compliance with the following major requirements of the Escrow Agreement,  
14 which major requirements are not an exhaustive list of requirements for the Escrow  
15 Agreement:

16 (1) As provided in subsection 2(b) of this Agreement, APPLICANT  
17 shall irrevocably deliver to the Escrow Agent the initial minimum amount of **One-Million, Four-**  
18 **Hundred Thirty-Seven Thousand, Two-Hundred and Forty-Six, and 0/100 Dollars**  
19 **(\$1,437,246.00)**, in US Currency, as the initial Cash Security for the exclusive purposes of the  
20 Escrow Agreement. The Escrow Agent shall receive, and upon receipt immediately deposit,  
21 and hold the Cash Security only in a savings deposit account of the Escrow Agent for the  
22 exclusive purposes of the Escrow Agreement. APPLICANT acknowledges and agrees that a  
23 savings deposit account does not include a money market account, a certificate of deposit, or  
24 any account which is not immediately liquid. The Escrow Agent shall cause the Cash Security,  
25 while on deposit with the Escrow Agent under the Escrow Agreement, to be (i) interest-bearing,  
26 at a savings deposit rate available to members of the public, and (ii) fully insured by the FDIC  
27 up to the lesser of (1) the amount of the Cash Security while on deposit with the Escrow Agent  
28 under the Escrow Agreement, or (2) the then-current maximum FDIC insurance coverage

1 available for an FDIC-insured deposit account. The Cash Security shall be maintained by the  
2 Escrow Agent as a separate savings deposit account with its own ownership classification as  
3 being for the sole benefit of COUNTY, which savings deposit account shall be distinct from  
4 any and all other accounts or funds of the APPLICANT that might be maintained or held by  
5 the Escrow Agent or its parent or affiliates, to ensure that the maximum FDIC insurance  
6 coverage available for an FDIC-insured deposit account shall apply to the Cash Security.  
7 COUNTY shall not have any liability, either directly or indirectly, in respect of any loss of any  
8 principal of, or any earnings on, the Cash Security, or any failure of the Escrow Agent to obtain  
9 earnings on the Cash Security.

10 (2) Any annual increases of the Cash Security as a result of the  
11 additional cash deposits required by this Agreement shall be US Currency for the exclusive  
12 purposes of the Escrow Agreement.

13 (3) Any annual increases of the Cash Security as a result of any  
14 interest income earned on the Cash Security or as a result of the additional cash deposits  
15 required by this Agreement are deemed irrevocable once increased or deposited, as  
16 applicable.

17 (4) The Applicant, including its successors or assigns or anyone  
18 claiming through the Applicant, shall not have any rights whatsoever to use, control, or access,  
19 either directly or indirectly, or withdraw any funds from or borrow against the Cash Security, or  
20 to make any other demand of the Escrow Agent or the County with respect to the Cash  
21 Security.

22 (5) APPLICANT shall promise, covenant, and warrant to COUNTY  
23 and the Escrow Agent that the Cash Security is not and shall not at any time be subject to any  
24 attachments, seizures, garnishments, pledges, liens, encumbrances, levies, security interests,  
25 claims of any creditors, or writs, or court orders, judgments or decrees, of threat of any of the  
26 foregoing, all of which shall be of every nature whatsoever; and if any such conditions occur  
27 or are threatened, APPLICANT shall, to COUNTY's and the Escrow Agent's satisfaction,  
28 immediately remove, cure, or satisfy such conditions or threatened conditions, which may

1 include the APPLICANT's deposit of an equal amount thereof of replacement funds into the  
2 Cash Security, which replacement funds shall satisfy the requirements of this subsection  
3 2(c)(5), and promptly give the COUNTY and the Escrow Agent notice of such deposit. In the  
4 event of any such deposit of replacement funds by the APPLICANT into the savings account  
5 for the Cash Security, and the APPLICANT's prompt notice thereof, including the specific  
6 source of replacement funds and assurance that such replacement funds satisfy this  
7 Agreement and the Escrow Agreement, given to the COUNTY and the Escrow Agent, the  
8 COUNTY shall promptly give notice to the APPLICANT and the Escrow Agent whether such  
9 replacement deposit of funds is acceptable to the COUNTY, and the Escrow Agent shall  
10 promptly give notice to the COUNTY and the APPLICANT whether such replacement deposit  
11 of funds is acceptable to the Escrow Agent, and if both the COUNTY and the Escrow Agent  
12 so accept, then the Escrow Agent shall promptly thereafter return to the APPLICANT the funds  
13 so substituted, provided however, such notice given by the COUNTY shall not preclude the  
14 COUNTY from enforcing the requirements of this Agreement and the Escrow Agreement if  
15 such replacement deposit of funds is subsequently determined not to satisfy this Agreement  
16 or the Escrow Agreement.

17                   (6) Upon COUNTY's presentation of its instructions for drawing upon  
18 the Cash Security to the Escrow Agent, under the Escrow Agreement, the Escrow Agent shall,  
19 solely by examining the face of COUNTY's drawing instructions for compliance with the  
20 requirements in the Escrow Agreement for making drawings, pay COUNTY according to the  
21 terms of such COUNTY drawing in immediately available US Currency up to the then-current  
22 amount of the Cash Security within three (3) business days of such presentation to the Escrow  
23 Agent. The COUNTY's place of presentation of its written instructions for drawing upon the  
24 Escrow Funds to the Escrow Agent shall be at a location or locations reasonably accessible  
25 to COUNTY, one of which location shall be in the City of Fresno. Partial and multiple drawings,  
26 or a single drawing, by COUNTY upon the Cash Security, up to the then-current amount of the  
27 Cash Security, shall be permitted under the Escrow Agreement. Within one (1) business day  
28 after COUNTY's receipt of any drawing, COUNTY shall give written notice thereof to

1 APPLICANT.

2 (7) APPLICANT shall promise, covenant, and warrant to COUNTY  
3 and the Escrow Agent that if COUNTY attempts to draw upon, or draws upon, the Cash  
4 Security, APPLICANT (including APPLICANT's successors or assigns, or anyone claiming  
5 through APPLICANT, or any other persons, firms, or entities acting at the direction, or under  
6 the authority, of APPLICANT) shall not in any way whatsoever, either directly or indirectly,  
7 defeat, interfere with, obstruct, or cause delay to said right of COUNTY to do so, including, but  
8 not limited to, demanding the Escrow Agent not to honor or pay COUNTY on any draw upon  
9 the Cash Security, or taking any legal action against COUNTY and/or the Escrow Agent,  
10 including the Escrow Funds, to stay, enjoin, or prevent COUNTY from drawing upon the Cash  
11 Security, or taking any legal action against the COUNTY and/or the Escrow Agent, including  
12 the Escrow Funds, to seek to suspend, invalidate, make unenforceable, or terminate the  
13 Escrow Agreement, provided however, nothing in this subsection 2(c)(7) precludes  
14 APPLICANT from any subsequent legal action against COUNTY, after COUNTY has made a  
15 drawing upon the Escrow Funds, on the ground that such drawing violated the Reclamation  
16 Agreement, provided further however, COUNTY shall not be precluded from bringing any cross-  
17 action against APPLICANT relating to same.

18 (8) The Escrow Agreement shall have requirements regarding  
19 APPLICANT's obligations for indemnifying and defending COUNTY and the Escrow Agent,  
20 the Escrow Agent's compensation which shall be payable solely and directly by APPLICANT  
21 with funds other than the Cash Security, and COUNTY's right to receive and have immediate  
22 access to reports of all account activities, including without limitation interest income on, and  
23 disbursements of, the Cash Security, all of which requirements shall be acceptable to  
24 COUNTY.

25 (9) COUNTY shall have the right, based upon its determination, to give  
26 the Escrow Agent and APPLICANT notice that (i) all of the Cash Security has, according to  
27 the terms and conditions of the Escrow Agreement, been paid to COUNTY, or (ii) the Cash  
28 Security no longer is needed by COUNTY, and in the event that there is, to COUNTY's

1 knowledge, any remaining Cash Security at the time of such notice, COUNTY's notice shall  
2 state that COUNTY releases its interest under the Escrow Agreement in such remaining Cash  
3 Security.

4 **(d) Replacement Escrow Agreement.**

5 If APPLICANT has not completed the performance of all obligations under this  
6 Agreement, as determined by COUNTY, the termination of an Escrow Agreement, shall not,  
7 by itself, be a limitation on or otherwise affect APPLICANT's obligations to maintain the Cash  
8 Security under an Escrow Agreement, as required herein. APPLICANT shall always cause the  
9 Cash Security to be maintained by the Escrow Agent under an Escrow Agreement, as provided  
10 herein, or under any replacement Escrow Agreement to be maintained by any new Escrow  
11 Agent, as provided herein, without interruption in coverage, so that APPLICANT's performance  
12 of its obligations under this Agreement are continuously secured by a Cash Security with an  
13 Escrow Agent or new Escrow Agent, either by an Escrow Agreement or a replacement Escrow  
14 Agreement, respectively, during the term of this Agreement. The requirements, above, for an  
15 Escrow Agreement shall apply to any replacement Escrow Agreement, and the requirements,  
16 above, for the Escrow Agent shall apply to any new Escrow Agent. In the event that there  
17 should be a need for a replacement Escrow Agreement, the determination whether a proposed  
18 replacement Escrow Agreement is acceptable to COUNTY, COUNTY may consider whether  
19 the proposed replacement Escrow Agreement complies substantially with the form and  
20 substance of the then-current Escrow Agreement.

21 **3. DEFAULT.**

22 For purposes of this Agreement, the occurrence of any one or more of the following  
23 events shall constitute an "**Event of Default**" by APPLICANT under this Agreement:

24 **(a)** Any event occurring or information becoming known that makes untrue  
25 any APPLICANT representation, covenant, or warranty to COUNTY under this Agreement;

26 **(b)** APPLICANT fails to enter into, or fails to cause the Escrow Agent to enter  
27 into, and deliver to COUNTY an Escrow Agreement among APPLICANT, COUNTY, and  
28 Escrow Agent as required under subsection 2(b) of this Agreement;

1           **(c)**    APPLICANT fails to make the initial deposit of Cash Security with the  
2 Escrow Agent, as required under subsection 2(b) of this Agreement;

3           **(d)**    APPLICANT fails to create, retain, or maintain records concerning the  
4 status of the Project’s development, and of the Project’s operation and electricity production  
5 as required by subsection 1(b) of this Agreement;

6           **(e)**    APPLICANT fails to timely pay any amount due or owed by APPLICANT  
7 in connection with the Reclamation Plan or this Agreement or the Escrow Agreement;

8           **(f)**    APPLICANT or the Transferee (defined in Section 6 of this Agreement), if  
9 it is an entity, ceases to be an entity lawfully doing business in the United States, or if it is an  
10 individual, ceases to be permanently and lawfully residing in the United States or dies, or in  
11 either such case, if not subject to service of process in California, ceases having an agent for  
12 service of process in California;

13           **(g)**    APPLICANT fails to timely make the annual increase to the Cash Security  
14 reflecting any increase in construction costs, as required under subsection 2(b) of this  
15 Agreement;

16           **(h)**    APPLICANT takes any action, including without limitation those prohibited  
17 by subsection 2(c)(5) and subsection 4(c) of this Agreement, which prevents or otherwise  
18 interferes with COUNTY’s attempt to draw on the Cash Security;

19           **(i)**    APPLICANT fails to, or fails to cause, a new Escrow Agent to timely enter  
20 into and deliver to the COUNTY a replacement Escrow Agreement with COUNTY, as required  
21 by Section 2 of this Agreement;

22           **(j)**    APPLICANT fails to observe or perform, in any material respect, any other  
23 obligation under this Agreement or the Reclamation Plan, including but not limited to  
24 Reclamation, for a period of thirty (30) calendar days after COUNTY provides written notice to  
25 APPLICANT pursuant to Section 5 of this Agreement, stating the obligation APPLICANT has  
26 failed to perform, provided however, if the nature of the default is such that APPLICANT cannot  
27 reasonably cure the default within thirty (30) calendar days, APPLICANT shall have an  
28 additional reasonable time to cure, upon APPLICANT providing written notice thereof to

1 COUNTY pursuant to section 5 of this Agreement stating the reason therefor, subject to  
2 APPLICANT commencing to cure within the thirty (30) calendar day period and diligently  
3 pursuing the cure to completion and completing the cure not later one hundred twenty (120)  
4 calendar days from the date of such COUNTY notice of such failure to perform.  
5 Notwithstanding anything to the contrary in this Agreement, such additional reasonable time  
6 for APPLICANT to cure a default under this subsection 3(j) shall not apply to any of  
7 APPLICANT's obligations under Section 2 (Security for Applicant's Obligations) and/or Section  
8 8 (Satisfaction of Reclamation Plan) of this Agreement;

9           **(k)** Bankruptcy, reorganization, liquidation, arrangement, insolvency,  
10 receivership or conservatorship proceedings, or other proceedings for relief under any  
11 bankruptcy or similar law or laws for the relief of debtors, are instituted by or against  
12 APPLICANT, and are not dismissed within ninety (90) calendar days of institution, or there is  
13 an assignment by APPLICANT for the benefit of creditors, or any similar action taken by or  
14 against APPLICANT, or APPLICANT is insolvent;

15           **(l)** The failure of APPLICANT to pay, or cause to be paid, when due, all  
16 property taxes and assessments, and any penalties or interest thereon, that are a lien on the  
17 Property;

18           **(m)** The failure of the Escrow Agent or APPLICANT to observe or perform, in  
19 any material respect, any obligation of the Escrow Agent or APPLICANT, respectively, under  
20 the Escrow Agreement;

21           **(n)** The failure of any new Escrow Agent or APPLICANT, to observe or  
22 perform, in any material respect, any obligation of any new Escrow Agent or APPLICANT,  
23 respectively, under any replacement Escrow Agreement;

24           **(o)** Any failure of either or both the RE Scarlet LLC Easement (as defined in  
25 Section 7 of this Agreement) and/or the Westlands Easement (as defined in Section 7 of this  
26 Agreement), which are required and provided under Section 7 of this Agreement, to remain in  
27 full force and effect according to their respective terms and conditions and recorded against  
28 the Applicant's Property (as defined in Section 7 of this Agreement) and the Westlands'

1 Property (as defined in Section 7 of this Agreement), respectively, in the official records of the  
2 Fresno County Recorder;

3           **(p)** Any breach or default by APPLICANT, including any event occurring or  
4 information becoming known that makes untrue any APPLICANT representation, covenant, or  
5 warranty to COUNTY, under the RE Scarlet Easement (as defined in Section 7 of this  
6 Agreement), and/or any breach or default by Westlands (as defined in Section 7 of this  
7 Agreement), including any event occurring or information becoming known that makes untrue  
8 any Westlands representation, covenant, or warranty to COUNTY under the Westlands  
9 Easement (as defined in Section 7 of this Agreement), which Easements (as defined in Section  
10 7 of this Agreement) are required and provided under Section 7 of this Agreement; or

11           **(q)** Any person or entity creating or asserting any claim to any right, title, or  
12 interest in or to the Property, or any portion thereof, unreasonably interferes or would  
13 unreasonably interfere with COUNTY's rights under this Agreement and/or rights granted  
14 under the Easements (which are provided and required under Section 7 of this Agreement)  
15 and the rights granted therein. So long as APPLICANT is not concurrently in default under  
16 another subsection of Section 3 of this Agreement, APPLICANT shall be allowed a period of  
17 sixty (60) calendar days to cure such default under this subsection 3(q) after COUNTY  
18 provides written notice to APPLICANT pursuant to Section 5 of this Agreement that  
19 APPLICANT is in default under this subsection 3(q), provided further however, and so long as  
20 APPLICANT is not in concurrently in default under another subsection of Section 3 of this  
21 Agreement, if the nature of the default is such that APPLICANT cannot reasonably cure the  
22 default within sixty (60) calendar days, APPLICANT shall have an additional reasonable time  
23 to cure, upon APPLICANT providing written notice thereof to COUNTY pursuant to Section 5  
24 of this Agreement stating the reason therefor, subject to APPLICANT commencing to cure  
25 within the sixty (60) calendar day period and diligently pursuing the cure to completion and  
26 completing the cure not later than one hundred twenty (120) calendar days, or such later  
27 number of days as agreed in writing between the Director and APPLICANT before the  
28 expiration of such one hundred twenty (120) calendar day period, from the date of such

1 COUNTY notice to APPLICANT pursuant to Section 5 of this Agreement that APPLICANT is  
2 in default under this subsection 3(q).

3 **4. COUNTY'S REMEDIES.**

4 **(a) Draws Upon Cash Security.**

5 Upon the determination of COUNTY's Board of Supervisors, by an official action, that  
6 an Event of Default has occurred, COUNTY's Board of Supervisors shall have the right to  
7 declare that APPLICANT is in material breach of this Agreement, and COUNTY thereupon  
8 shall be entitled under the Escrow Agreement to immediately draw upon the Cash Security, or  
9 from time to time immediately make partial draws upon the Cash Security, which partial draws  
10 shall permanently reduce the total amount of the Cash Security pursuant to Section 2 of this  
11 Agreement. COUNTY will provide APPLICANT at least twenty-one (21) calendar days'  
12 advance written notice pursuant to Section 5 of this Agreement of the date, time and place of  
13 the public meeting at which COUNTY's Board of Supervisors will consider and determine  
14 whether APPLICANT is in material breach of this Agreement. Notwithstanding anything to the  
15 contrary in this Agreement, in the event that there is an Event of Default under subsection 3(f),  
16 subsection 3(i), subsection 3(j), subsection 3(k), and/or subsection 3(q) of this Agreement, or  
17 there are any circumstances beyond COUNTY's (including COUNTY's Board of Supervisors')  
18 control that would frustrate COUNTY's ability to provide such notice, then (i) such notice shall  
19 not be required to be provided by COUNTY to APPLICANT, (ii) such action by COUNTY's  
20 Board of Supervisors shall not be required, (iii) the Director shall have the right to determine  
21 that an Event of Default has occurred, (iv) the Director shall have the right to declare that  
22 APPLICANT is in material breach of this Agreement, (v) COUNTY, through the Director,  
23 thereupon shall be entitled to immediately draw upon the Cash Security, or from time to time  
24 immediately make partial draws upon the Cash Security, which partial draws shall permanently  
25 reduce the total amount of the Cash Security pursuant to Section 2 of this Agreement.

26 Notwithstanding anything to the contrary in this Agreement, if the Director determines,  
27 in his or her sole and absolute discretion, that there is a potential for a lapse of an Escrow  
28 Agreement (or any replacement Escrow Agreement) without the Parties having first entered

1 into a replacement Escrow Agreement that will provide continuous deposit in escrow of the  
2 Cash Security, COUNTY may, through the Director and without action of COUNTY's Board of  
3 Supervisors, provide notice thereof to APPLICANT (unless there are any circumstances  
4 beyond the Director's control that would frustrate the Director's ability to provide such notice,  
5 then such notice shall not be required to be provided by the Director to APPLICANT), and  
6 immediately draw on the Cash Security, and hold it with COUNTY's Auditor-  
7 Controller/Treasurer-Tax Collector, to be deposited with a new Escrow Agent, on behalf of  
8 APPLICANT, upon APPLICANT's delivery and the Parties' and the new Escrow Agent's  
9 execution of a replacement Escrow Agreement. Any Cash Security held by COUNTY's  
10 Auditor-Controller/Treasurer-Tax Collector need not be held in an interest-bearing account,  
11 and the COUNTY's Auditor-Controller/Treasurer-Tax Collector is under no obligation to obtain  
12 interest on the amount so held. Nothing in this subsection 4(a) prohibits or otherwise limits  
13 COUNTY from using the Cash Security under this Agreement, and any references herein to  
14 COUNTY's draw upon the Cash Security shall instead be accomplished by the Director's draw  
15 upon the COUNTY's Auditor-Controller/Treasurer-Tax Collector. Nothing in this paragraph  
16 relieves or otherwise limits APPLICANT's obligations under subsection 2(b) of this Agreement  
17 to make annual increases to the Cash Security, and in the event that the Cash Security is  
18 being held by COUNTY's Auditor-Controller/Treasurer-Tax Collector when APPLICANT shall  
19 make any such annual increase, APPLICANT shall deliver such annual increase to the  
20 COUNTY's Auditor-Controller/Treasurer-Tax Collector, and provide notice thereof to the  
21 Director in the same manner as required by subsection 2(b) of this Agreement.

22 **(b) Use of Cash Security.**

23 This Agreement, including the Easements (which are provided and required under  
24 Section 7 of this Agreement), does not impose any obligation, either express or implied, upon  
25 COUNTY to carry out any of the Reclamation, or any portion thereof, under this Agreement.  
26 If COUNTY draws upon the Cash Security, COUNTY, including its contractors, officers,  
27 agents, employees, and representatives (collectively, "**COUNTY PARTIES**"), shall use the  
28 proceeds thereof solely to perform the Reclamation in substantial conformity with the

1 Reclamation Plan pursuant to this Agreement; provided however, any such act by any  
2 COUNTY PARTIES shall not obligate COUNTY to continue performance under, or to  
3 complete, such Reclamation Plan, beyond the amount of such funds so drawn from the Cash  
4 Security. Subject to the limitation of COUNTY's obligations (but not the COUNTY's rights) in  
5 the foregoing sentence, COUNTY may, as COUNTY deems necessary, also use a portion of  
6 such funds drawn from the Cash Security for COUNTY's reasonable administrative and  
7 overhead costs in connection with the Reclamation, or any portion thereof, pursuant to the  
8 Reclamation Plan, and for COUNTY's reasonable costs, if any, that any of COUNTY PARTIES  
9 need to incur to obtain immediate, reasonable access to the Project and/or the Property, or  
10 any portion of the Project and/or the Property (including, but not limited to, COUNTY's  
11 reasonable costs of eliminating or obtaining any modifications of any interferences with the RE  
12 Scarlet LLC Easement and the rights granted therein, and/or the Westlands Easement and  
13 the rights granted therein, which Easements are required and provided under Section 7 of this  
14 Agreement), due to any Event of Default under subsection 3(o), subsection 3(p) and/or  
15 subsection 3(q) of this Agreement. COUNTY shall maintain records, for a period of one (1)  
16 year following the final use of any funds drawn from the Cash Security, documenting the use  
17 of those funds, and such records shall be made available to APPLICANT, within ten (10)  
18 calendar days following written request thereof by APPLICANT.

19 **(c) APPLICANT Shall Not Interfere.**

20 APPLICANT promises, covenants, and warrants that that if COUNTY attempts to draw  
21 upon, or draws upon, the Cash Security, APPLICANT (including APPLICANT's successors or  
22 assigns, or anyone claiming through APPLICANT, or any other persons, firms, or entities  
23 acting at the direction, or under the authority, of APPLICANT) shall not in any way whatsoever,  
24 either directly or indirectly, defeat, interfere with, obstruct, or cause delay to said right of  
25 COUNTY to do so, including, but not limited to, demanding the Escrow Agent not to honor or  
26 pay COUNTY on any draw upon the Cash Security, or taking any legal action against  
27 COUNTY, COUNTY PARTIES, and/or the Escrow Agent, including the Escrow Funds, to stay,  
28 enjoin, or prevent COUNTY from drawing upon the Cash Security, or taking any legal action

1 against COUNTY, COUNTY PARTIES, and/or the Escrow Agent, including the Escrow Funds,  
2 to seek to suspend, invalidate, make unenforceable, or terminate the Escrow Agreement,  
3 provided however, nothing in this subsection 4(c) precludes APPLICANT from any subsequent  
4 legal action against COUNTY, after COUNTY has made a drawing upon the Escrow Funds,  
5 on the ground that such drawing violated the Reclamation Agreement, provided further  
6 however, COUNTY shall not be precluded from bringing any cross-action against APPLICANT  
7 relating to same.

8 **(d) Other Remedies.**

9 Notwithstanding anything to the contrary in Section 4 of this Agreement, the occurrence  
10 of an Event of Default shall entitle COUNTY to all any and all remedies available under this  
11 Agreement and under the law, including but not limited to, specific performance and damages.

12 **5. NOTICES.**

13 All notices, consents, approvals, requests, correspondence, documents, reports,  
14 demands and other communications (collectively, "notice") which the Parties are required or  
15 desire to serve upon or deliver to one another shall be in writing and shall be sent by any of  
16 the following methods: (a) personal delivery, in which case notice is effective upon delivery;  
17 (b) certified or registered United States mail, return receipt requested, in which case notice  
18 shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (c)  
19 nationally recognized overnight courier (e.g., FedEx Corporation ("FedEx"), or United Parcel  
20 Service (UPS)), with charges prepaid or charged to the sender's account, in which case notice  
21 is effective on delivery to the recipient Party if delivery is confirmed by the delivery service  
22 addressed in the appropriate manner for the method of service, as set forth below:

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**COUNTY:**

**If sent in any manner pursuant to this Section 5:**

Director of Public Works and Planning  
County of Fresno  
2220 Tulare Street, Eighth Floor  
Fresno, CA 93721

**With Copies sent in the same manner, pursuant to this Section 5, to:**

Fresno County Counsel  
Attn: Deputy County Counsel Assigned to Land Use Matters  
2220 Tulare Street, Fifth Floor  
Fresno, CA 93721

County Administrative Officer  
Attn: Public Works and Planning Analyst  
County of Fresno  
Hall of Records  
2281 Tulare Street, Room 304  
Fresno, CA 93721

**APPLICANT:**

**If sent by courier or personal delivery pursuant to this Section 5:**

RE Scarlet LLC  
c/o EDP Renewables North America LLC  
Attn: Chief Legal Officer  
1501 McKinney, Suite 1300  
Houston, Texas 77010

**If sent by U.S. Postal Service pursuant to this Section 5:**

RE Scarlet LLC  
c/o EDP Renewables North America LLC  
Attn: Chief Legal Officer  
P.O. Box 3827  
Houston, Texas 77253

For all claims arising out of or related to this Agreement, nothing in this Section 5 establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the California Government Code, beginning with section 810).

**6. ASSIGNMENT.**

**(a) Conditions to Assignment.**

Unless there is an Event of Default, APPLICANT may, upon consent of the COUNTY Board of Supervisors, transfer this Agreement, but only in its entirety, to any entity lawfully doing business in the United States, or any individual permanently and lawfully residing in the United States, and in either such case either subject to service of process in California or having an agent for service of process in California, which simultaneously becomes the sole permittee under the Approvals (“**Transferee**”).

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1                   **(b) APPLICANT Obligations Upon Assignment.**

2                   Notwithstanding the foregoing, but still subject to the foregoing condition that there is  
3 not an Event of Default, such assignment shall not be effective unless and until, not later than  
4 thirty (30) calendar days after the assignment, APPLICANT shall (i) provide written notice of  
5 the assignment to COUNTY, together with the contact information for the Transferee's duly  
6 authorized representative for purposes of receiving and giving notices under Section 5 of this  
7 Agreement, (ii) cause Transferee to execute an assignment and assumption agreement, in a  
8 form and substance reasonably satisfactory to COUNTY, expressly assuming the obligations  
9 of the APPLICANT under this Agreement, and (iii) provide evidence reasonably satisfactory to  
10 COUNTY that the Transferee is, or shall become, the sole permittee under the Approvals.

11                   **(c) Effect of Assignment.**

12                   Upon such satisfaction of the above conditions, APPLICANT shall be relieved from all  
13 obligations under this Agreement, save and except those obligations that, by their express  
14 language, survive such an assignment and transfer. In the event that APPLICANT assigns this  
15 Agreement as provided in Section 6 of this Agreement, COUNTY shall continue to have all of  
16 the rights under the Escrow Agreement, or any replacement Escrow Agreement, as applicable,  
17 held by COUNTY, unless and until COUNTY enters into a replacement Escrow Agreement  
18 among the new Escrow Agent, COUNTY, and the Transferee, upon terms and conditions  
19 acceptable to COUNTY, for the Transferee pursuant to Section 6 of this Agreement.  
20 Notwithstanding the foregoing provisions of this subsection 6(c), the existing Escrow  
21 Agreement may continue in effect according to its terms and conditions, if Transferee becomes  
22 the sole APPLICANT under the Escrow Agreement.

23                   **7. RECORDATION OF EASEMENTS.**

24                   To enable COUNTY PARTIES to immediate, reasonable access the Property for the  
25 Reclamation purposes contemplated by this Agreement, APPLICANT shall (if APPLICANT  
26 owns any portion of the Property), and shall cause each of the owner(s) of the Property,  
27 including any portion thereof or any rights, title, or interests therein, to grant to COUNTY  
28 irrevocable non-exclusive reclamation easements over, under, on, and across each parcel of

1 real property constituting the Property (collectively, the “**Easements**”), regardless of whether  
2 APPLICANT or any other party is record owner of any part of the Property, including any rights,  
3 title, or interests therein. To that end, APPLICANT promises, covenants, and warrants to  
4 COUNTY that, as of the Effective Date, the Property is composed of properties owned only by  
5 the following entities: (i) APPLICANT is the sole fee owner of the property (the “**Applicant’s**  
6 **Property**”) described in **Exhibit C-1 (“Form of RE Scarlet LLC Easement”)**, which is  
7 attached hereto and incorporated herein by reference; and (ii) Westlands Water District, a  
8 California water district (“**Westlands**”) is the sole fee owner of the property (the “**Westlands’**  
9 **Property**”) described in **Exhibit C-2 (“Form of Westlands Easement”)**, which is attached  
10 hereto and incorporated herein by reference. Such Easements shall, in the sole and absolute  
11 direction of COUNTY, be sufficient in their scopes, forms, substance, and legal descriptions to  
12 allow COUNTY PARTIES to undertake and complete the Reclamation of the entire Project  
13 and all of the Property as provided in this Agreement, and shall have the scopes, be in the  
14 forms and contain the substance and legal descriptions of, the Easements, set forth in **Exhibit**  
15 **C-1 (“Form of RE Scarlet LLC Easement”)** and **Exhibit C-2 (“Form Westlands**  
16 **Easement”)**, respectively.

17 Any reference to “**Encumbrances**” in the Easements shall mean, in their context, liens,  
18 encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses,  
19 easements, rights of way, rights of possession or occupancy, or any third party interests, of  
20 any kind.

21 The Parties acknowledge and agree that the RE Scarlett LLC Easement provides,  
22 among other things, that the RE Scarlett LLC Easement is subject only to all superior matters  
23 of title on the Applicant’s Property, which have been recorded against the Applicant’s Property  
24 in the official records of the Fresno County Recorder prior to the Effective Time and Date (as  
25 defined in the RE Scarlet LLC Easement, hereinafter, the “**Scarlet Effective Time and Date**”),  
26 including without limitation any and all Encumbrances so recorded prior to the Scarlet Effective  
27 Time and Date, provided however, APPLICANT represents, covenants, and warrants to  
28 COUNTY therein that notwithstanding anything to the contrary in the RE Scarlet LLC

1 Easement, (i) as of the Record Title Date and Time, the Applicant's Property was free and  
2 clear from any and all agreements, instruments, or documents, whether unrecorded or  
3 recorded against the Applicant's Property in the official records of the Fresno County Recorder,  
4 that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the  
5 foregoing), or create or assert any claim to any right, title, or interest in or to the Applicant's  
6 Property, or any portion thereof, including without limitation any and all Encumbrances, that  
7 unreasonably interfere or would unreasonably interfere with the RE Scarlet LLC Easement,  
8 and the rights granted therein, (ii) the Groundwater Easement, as recorded in the official  
9 records of the Fresno County Recorder on the Groundwater Easement Record Date and Time  
10 (each as defined in the RE Scarlet LLC Easement), does not allow, grant, confer, convey,  
11 ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any  
12 claim to any right, title, or interest in or to the Applicant's Property, or any portion thereof, that  
13 unreasonably interferes or would unreasonably interfere with the RE Scarlet LLC Easement,  
14 and the rights granted therein, (iii) the easements and crossings reflected in the Reclamation  
15 Plan with respect to the Applicant's Property are the only rights, title, or interests in or to the  
16 Applicant's Property that may impact the RE Scarlet LLC Easement, and the rights granted  
17 therein, provided however, such easements and crossings do not unreasonably interfere and  
18 would not unreasonably interfere with any of COUNTY PARTIES' immediate, reasonable  
19 access to the Applicant's Property, including any portion thereof, in accordance with the limited  
20 purpose of the RE Scarlet LLC Easement, and (iv) APPLICANT has not, since the Record Title  
21 Date and Time, allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise  
22 promised or agreed to any of the foregoing), will not, allow, grant, confer, convey, ratify, confirm  
23 (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity  
24 from creating or asserting any claim to, any right, title, or interest in or to, the Applicant's  
25 Property, or any portion thereof, including without limitation any and all Encumbrances, that  
26 unreasonably interfere or would unreasonably interfere with the RE Scarlet LLC Easement,  
27 and the rights granted therein, and in the event of such unreasonable interference,  
28 APPLICANT shall, at its own cost, promptly, to the extent reasonably necessary, eliminate or

1 modify such unreasonable interference to the reasonable satisfaction of COUNTY, so that  
2 such interference is only a reasonable interference with the RE Scarlet LLC Easement, and  
3 the rights granted therein; provided however, COUNTY acknowledges that APPLICANT may  
4 not disallow or prohibit a governmental authority from exercising its sovereign right of eminent  
5 domain, and therefore, no representation, covenant, or warranty is given in the RE Scarlet LLC  
6 Easement as to the disallowance or prohibition of such governmental authority's exercise of  
7 such right.

8 COUNTY agrees that any Reclamation by any of COUNTY PARTIES on Applicant's  
9 Property under the RE Scarlet LLC Easement shall not destroy, damage, or endanger any of  
10 the water pipelines, or other third party infrastructure, including the fixtures, devices and  
11 appurtenances for such water pipelines and/or such other third party infrastructure  
12 (collectively, the "**Water Pipelines and Third Party Infrastructure**"), which are or will be  
13 located within any of the areas covered by any third party easement and/or the Groundwater  
14 Easement (as defined in the RE Scarlet LLC Easement) within the Applicant's Property, as  
15 reflected in the Reclamation Plan, provided that for any such Water Pipelines and Third Party  
16 Infrastructure that are or will be below the surface of the earth, such Water Pipelines and Third  
17 Party Infrastructure shall, at the time of such Reclamation on the Applicant's Property by any  
18 of COUNTY PARTIES, be located at a reasonably-safe depth below the surface of the earth.

19 The Parties acknowledge and agree that the Westlands Easement provides, among  
20 other things, that the Westlands Easement is subject only to all superior matters of title on the  
21 Westlands' Property, which have been recorded against the Westlands' Property in the official  
22 records of the Fresno County Recorder prior to the Effective Time and Date (as defined in the  
23 Westlands Easement, hereinafter, the "**Westlands Effective Time and Date**"), including  
24 without limitation any and all Encumbrances so recorded prior to the Westlands Effective Time  
25 and Date, provided however, Westlands represents, covenants, and warrants to COUNTY  
26 therein that notwithstanding anything to the contrary in the Westlands Easement, (i) as of the  
27 Transmission Easement Recordation Date and Time (as defined in the Westlands Easement),  
28 the Westlands' Property was free and clear from any and all agreements, instruments, or

1 documents, whether unrecorded or recorded against the Westlands' Property in the official  
2 records of the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm (or  
3 otherwise promise or agree to any of the foregoing), or create or assert any claim to any right,  
4 title, or interest in or to the Westlands' Property, or any portion thereof, including without  
5 limitation any and all Encumbrances, that unreasonably interfere or would unreasonably  
6 interfere with the Westlands Easement, and the rights granted therein, (ii) the Transmission  
7 Easement, as recorded in the official records of the Fresno County Recorder on the  
8 Transmission Easement Recordation Date and Time, does not allow, grant, confer, convey,  
9 ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any  
10 claim to any right, title, or interest in or to the Westlands' Property, or any portion thereof, that  
11 unreasonably interferes or would unreasonably interfere with the Westlands Easement, and  
12 the rights granted therein, (iii) the Transmission Easement, and crossing reflected in the  
13 Reclamation Plan with respect to the Westlands' Property, are the only rights, title, or interests  
14 in or to the Westlands' Property that may impact the Westlands Easement, and the rights  
15 granted therein, provided however, such Transmission Easement and crossing do not  
16 unreasonably interfere and would not unreasonably interfere with any of COUNTY PARTIES'  
17 immediate, reasonable access to the Westlands' Property, including any portion thereof, in  
18 accordance with the limited purpose of the Westlands Easement, and (iv) Westlands has not,  
19 since the Transmission Easement Recordation Date and Time (as defined in the Westlands  
20 Easement), allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise promised  
21 or agreed to any of the foregoing), will not, allow, grant, confer, convey, ratify, confirm (or  
22 otherwise promise or agree to any of the foregoing), and will prohibit any person or entity from  
23 creating or asserting any claim to, any right, title, or interest in or to, the Westlands' Property,  
24 or any portion thereof, including without limitation any and all Encumbrances, that  
25 unreasonably interfere or would unreasonably interfere with the Westlands Easement, and the  
26 rights granted therein, and in the event of such unreasonable interference, Westlands shall, at  
27 its own cost, promptly, to the extent reasonably necessary, eliminate or modify such  
28 unreasonable interference to the reasonable satisfaction of COUNTY, so that such

1 interference is only a reasonable interference with the Westlands Easement, and the rights  
2 granted therein; provided however, COUNTY acknowledges that Westlands may not disallow  
3 or prohibit a governmental authority from exercising its sovereign right of eminent domain, and  
4 therefore, no representation, covenant, or warranty is given in the Westlands Easement as to  
5 the disallowance or prohibition of such governmental authority's exercise of such right.  
6 APPLICANT shall be responsible to COUNTY for ensuring that Westlands' representations,  
7 covenants, and warranties to COUNTY under the Westlands Easement are true and complete  
8 as to all material facts stated therein.

9         Within two (2) business days following the Parties' execution of this Agreement,  
10 COUNTY shall provide APPLICANT with execution-ready forms of both of the Easements in  
11 the scope, form, substance, and legal description required of each of the Easements,  
12 respectively, under this Section 7, and following receipt thereof, APPLICANT shall promptly  
13 deliver to COUNTY both of such Easements, each executed by APPLICANT, in recordable  
14 form as to the RE Scarlet LLC Easement and by Westlands, in recordable form as to the  
15 Westlands Easement, and upon COUNTY's receipt thereof, COUNTY is authorized to  
16 immediately record, and shall promptly record, the RE Scarlet LLC Easement and the  
17 Westlands Easement against the Applicant's Property and the Westlands' Property,  
18 respectively, in the official records of the Fresno County Recorder, and the latest date of such  
19 recordations of such Easements shall be deemed to be the completion of the recordation of  
20 the Easements (collectively, the "**Recordation of the Easements**"). COUNTY shall promptly  
21 provide APPLICANT a copy of the receipt of such Recordation of the Easements.

22         Notwithstanding anything to the contrary in this Section 7, the provisions of this Section  
23 7 are subject to the provisions of subsection 1(e) of this Agreement.

24         **8. SATISFACTION OF RECLAMATION PLAN.**

25         Upon APPLICANT's determination, in its sole discretion, that it has satisfied each of the  
26 provisions of the Reclamation Plan, APPLICANT shall submit written notification to the  
27 COUNTY of such determination, which notice shall be prominently entitled "Satisfaction Notice  
28 under Reclamation Agreement" ("**Satisfaction Notice**").

1           The Director shall have sixty (60) calendar days to determine, in his or her sole  
2 discretion, whether APPLICANT has failed to satisfy any of the provisions of the Reclamation  
3 Plan. The Director shall provide written notice to APPLICANT pursuant to Section 5 of this  
4 Agreement of the determination that COUNTY either accepts the Satisfaction Notice, in which  
5 case COUNTY's notice shall be prominently entitled either "Notice of Acceptance under the  
6 Reclamation Agreement" ("**Notice of Acceptance of Satisfaction**"), or that COUNTY is  
7 dissatisfied with the Satisfaction Notice, in which case COUNTY's notice shall identify what  
8 provisions of the Reclamation Plan remain unsatisfied, and may, in COUNTY's discretion be  
9 accompanied by supporting written information, if any, for the reasons for the notice, and such  
10 notice shall be prominently entitled "Notice of Dissatisfaction Under Reclamation Agreement"  
11 ("**Notice of Dissatisfaction**"), as applicable.

12           Within sixty (60) calendar days of receipt of a Notice of Dissatisfaction, APPLICANT  
13 shall satisfy those provisions of the Reclamation Plan identified in the Notice of Dissatisfaction,  
14 except in those instances where such compliance shall take longer than sixty (60) calendar  
15 days, APPLICANT shall have such time as is reasonably necessary as long as APPLICANT  
16 has begun such compliance and diligently continues to pursue such compliance to completion,  
17 provided however that all such compliance actions shall be finalized within one hundred and  
18 eighty (180) calendar days of APPLICANT's receipt of the first Notice of Dissatisfaction.  
19 APPLICANT shall provide COUNTY written notice pursuant to Section 5 of this Agreement  
20 upon completion of the actions set forth in the Notice of Dissatisfaction. APPLICANT's  
21 completion of the actions set forth in the Notice of Satisfaction shall, upon COUNTY's  
22 determination, in its sole discretion, within forty (45) calendar days thereof, and notice thereof,  
23 which shall be given to APPLICANT pursuant to Section 5 of this Agreement within fifteen (15)  
24 calendar days following such determination, be deemed APPLICANT's satisfaction of its  
25 obligations under the Reclamation Plan and this Agreement.

26           Within ten (10) calendar days following such notice satisfaction being given by  
27 COUNTY to APPLICANT, the Director shall terminate the Escrow Agreement as provided  
28 therein and instruct the Escrow Agent to return the then-current amount of the Cash Security

1 to the APPLICANT. Upon the return of the then-current amount of the Cash Security to the  
2 APPLICANT as provided by this Section 8, this Agreement shall terminate, and the rights and  
3 obligations herein shall be of no further force or effect.

4 **9. GOVERNING LAW; VENUE.**

5 This Agreement is made and entered into in the State of California and shall be deemed  
6 to have been executed and delivered within the State of California, and the rights and  
7 obligations of the parties hereunder shall be governed by, and construed, and enforced in  
8 accordance with the laws of the State of California. Any suits brought pursuant to this  
9 Agreement shall be filed and heard in courts having jurisdiction and located in the Fresno  
10 County, State of California.

11 **10. CONSTRUCTION OF AGREEMENT.**

12 The Parties hereby acknowledge that they and their respective counsel have  
13 cooperated in the drafting and preparation of this Agreement, for which reason this Agreement  
14 shall not be construed against any Party as the drafter hereof.

15 **11. SEVERABILITY.**

16 If any provision of this Agreement is determined to be illegal, invalid, void, or  
17 unenforceable in a final judgment by a court of competent jurisdiction, each and every other  
18 provision hereof shall remain in full force and effect.

19 **12. HEADINGS.**

20 The headings contained in this Agreement are for reference purposes only and shall  
21 not affect in any way the meaning or interpretation of this Agreement.

22 **13. THIRD-PARTY BENEFICIARIES.**

23 Notwithstanding anything else to the contrary herein, the Parties acknowledge and  
24 agree that no other person (including any individual), firm, corporation, or entity shall be  
25 deemed an intended third-party beneficiary of this Agreement.

26 **14. INDEPENDENT CAPACITY.**

27 The Parties agree that APPLICANT, its agents, officers, and employees act in an  
28 independent capacity from COUNTY, and not as agents of COUNTY.

1           **15.   LEGAL AUTHORITY.**

2           Each Party represents and warrants to the other Party that such Party is duly authorized  
3 and empowered to execute, enter into, and perform its obligations set forth in this Agreement,  
4 and that the person (including an individual) or entity signing this Agreement on behalf of such  
5 Party has been duly authorized to execute this Agreement on behalf of such Party, and will,  
6 by signing this Agreement on such Party's behalf, legally bind such Party to the terms,  
7 covenants, and conditions of this Agreement. Each Party further represents and warrants to  
8 the other Party that no other person (including an individual) or entity is required to give its  
9 approval or consent to this Agreement in order for such Party to authorize, enter into, and  
10 perform its obligations under this Agreement, or that if such approval or consent to this  
11 Agreement is required, that such approval or consent has been obtained.

12           **16.   APPLICANT'S AGENT FOR SERVICE OF PROCESS.**

13           APPLICANT represents to COUNTY that APPLICANT's agent for service of process in  
14 California, and that such agent's address for receiving such service of process in California,  
15 which information APPLICANT shall maintain with the office of the California Secretary of  
16 State, is as follows:

17           CT Corporation System  
18           330 N Brand BLVD, STE 700  
19           Glendale, CA 91203

20           APPLICANT further represents to COUNTY that if APPLICANT changes its agent for  
21 service of process in California, or APPLICANT's agent for service of process in California  
22 changes its address for receiving such service of process in California, which changed  
23 information APPLICANT shall maintain with the office of the California Secretary of State,  
24 APPLICANT shall give COUNTY written notice thereof within five (5) calendar days thereof  
25 pursuant to Section 5 of this Agreement.

26           **17.   COUNTERPARTS.**

27           This Agreement may be executed in one or more original counterparts, all of which  
28 together shall constitute one and the same agreement.

1           **18.    AMENDMENT.**

2           Any provision of this Agreement may be amended from time to time, but only upon the  
3 written consent of the Parties.

4           **19.    ENTIRE AGREEMENT.**

5           This Agreement constitutes the entire agreement between APPLICANT and COUNTY  
6 with respect to the subject matter hereof and supersedes all previous agreements,  
7 negotiations, proposals, commitments, writings, advertisements, publications, and  
8 understanding of any nature whatsoever unless expressly included in this Agreement. In the  
9 event of any inconsistency in interpreting the documents which constitute this Agreement, the  
10 inconsistency shall be resolved by giving precedence in the following order of priority:

11           (1) First, the Form of RE Scarlet LLC Easement (Exhibit C-1) and the Form of Westlands  
12 Easement (Exhibit C-2);

13           (2) Second, the text of this Agreement (excluding Exhibit A, Exhibit B, Exhibit B-1,  
14 Exhibit C-1, and C-2);

15           (3) Third, the Legal Descriptions of the Property (Exhibit B-1);

16           (4) Fourth, the Reclamation Plan (Exhibit A), provided however, DUDEK's Scarlet  
17 Phase I Solar Project Decommissioning Cost Estimate therein, dated June 1, 2022, including  
18 Appendix A thereto, shall supersede DUDEK's Scarlet Phase I Solar Project Decommissioning  
19 Cost Estimate therein, dated October 14, 2021, including Appendix A thereto; and

20           (5) Fifth, the Map of Parcels Subject to CUP No. 3555 (Exhibit B).

21           **20.    ELECTRONIC SIGNATURES.**

22           The Parties agree that this Agreement may be executed by electronic signature as  
23 provided in this Section 20.

24           (a)    An "electronic signature" means any symbol or process intended by an individual  
25 signing this Agreement to represent their signature, including but not limited to (1) a digital  
26 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
27 scanned and transmitted (for example by PDF document) of a handwritten signature.

1 (b) Each electronic signature affixed or attached to this Agreement (1) is deemed  
2 equivalent to a valid original handwritten signature of the person signing this Agreement for all  
3 purposes, including but not limited to evidentiary proof in any administrative or judicial  
4 proceeding, and (2) has the same force and effect as the valid original handwritten signature  
5 of that person.

6 (c) The provisions of this section satisfy the requirements of California Civil Code  
7 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (California Civil  
8 Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

9 (d) Each party using a digital signature represents that it has undertaken and  
10 satisfied the requirements of California Government Code section 16.5, subdivision (a),  
11 paragraphs (1) through (5), and agrees that each other party may rely upon that  
12 representation.

13 (e) This Agreement is not conditioned upon the parties conducting the transactions  
14 under it by electronic means and either party may sign this Agreement with an original  
15 handwritten signature.

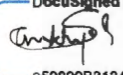
16 **(Signature page follows.)**  
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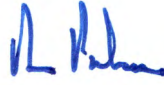
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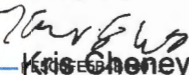
IN WITNESS WHEREOF, APPLICANT and COUNTY hereby execute this Agreement as of the date first written above.

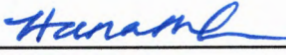
**APPLICANT:**  
**RE Scarlet LLC,**  
a Delaware limited liability company

**COUNTY:**  
**COUNTY OF FRESNO,**  
a political subdivision of the State of California

DocuSigned by:  
  
By: Sandhya Ganapathy  
Chief Executive Officer  
Date: July 1, 2022

  
By: Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno  
Date: 8-23-22

DocuSigned by:  
  
By: Kris Cheney, Executive Vice President,  
West, Central, and Environmental  
Affairs  
Date: July 1, 2022

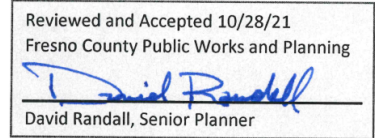
ATTEST:  
BERNICE E. SEIDEL, Clerk of the Board of Supervisors, County of Fresno, State of California  
By:   
Deputy

APPROVED AS TO LEGAL FORM:

DocuSigned by:  
  
By: Tracie Bearwinkle  
Attorney for APPLICANT

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**EXHIBIT A**  
**Reclamation Plan**  
**[See Attached]**



# Scarlet Solar Energy Project

## Reclamation Plan

*Prepared for*

**Fresno County Department of Public Works and Planning  
Development Services Division**  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

*Prepared by*

**HELIX Environmental Planning, Inc.**  
11 Natoma Street, Suite 155  
Folsom, CA 95630

October 2021 | 03062.00001.001

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## ACRONYMS AND ABBREVIATIONS

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AC	alternating current
CDA	Community Development Agency
County	County of Fresno
CUP	Conditional Use Permit
DC	direct current
dS/m	decisiemens per meter
EC	electrical conductivity
ESP	exchangeable sodium percentage
gen-tie	generation intertie
MMRP	Mitigation, Monitoring and Reporting Program
NAS Lemoore	Naval Air Station Lemoore
O&M	Operations and Maintenance
PG&E	Pacific Gas & Electric Company
Plan	Scarlet Solar Energy Project Reclamation Plan
PV	photovoltaic
SCADA	supervisory control and data acquisition

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# 1.0 INTRODUCTION

## 1.1 PURPOSE OF THE PLAN

The Scarlet Solar Energy Project Reclamation Plan (Plan) outlines a framework for decommissioning and post-operational restoration of the Scarlet Solar Energy Project (project). This Plan is submitted to fulfill the requirements of the Fresno County Solar Facility Guidelines (Fresno County 2017) and mitigation measures related to post-operational site reclamation.

The purpose of this Plan is to outline a framework for the removal of the installed power generation equipment and to return the project site to a condition as close to a pre-construction state as possible. The project energy generation equipment is expected to have a life of up to 35 years. At the end of the useful life of the project, the project owner or operator will prepare the project site such that it may be re-used or sold, or will provide the County of Fresno (County) with the financial assurances to conduct such work in the event that the owner or operator is incapable of performing such work. The procedures outlined in this Plan will ensure that the project owner, operator, and contractors protect public health and safety, provide environmental protection, and comply with applicable regulations. Additionally, should the facility not be reused this Plan describes methods to decommission the facility and restore the site to pre-development conditions. Should the site be recommissioned rather than decommissioned, it will be done so in accordance with County permitting requirements.

## 1.2 FRESNO COUNTY SOLAR FACILITY GUIDELINES

The Fresno County Solar Facility Guidelines (Fresno County 2017) requires that as part of the application review process, the applicant will provide a Reclamation Plan detailing the lease life, timeline for removal of the improvements and specific measures to return the site to the agricultural capability prior to installation of solar improvements. The Guidelines also include detailed guidance for the minimum content of Reclamation Plans (addressed in Section 2 of this Plan).

## 1.3 PROJECT LOCATION AND OVERVIEW

The project site is an approximately 4,089-acre site located in unincorporated Fresno County, approximately 3.5 miles west-southwest of the community of Tranquillity and approximately 6.5 miles east of Interstate 5 (I-5). The existing Pacific Gas and Electric Company's (PG&E) Tranquillity Solar Generating Facility is approximately 0.75 mile west of the project site. The project site would encompass up to 33 parcels<sup>1</sup> generally located south of West South Avenue, north of West Dinuba Avenue, east of South Ohio Avenue and State Route (SR) 33 (South Derrick Avenue), and west of South San Mateo Avenue. All of the parcels, except for four (Assessor Parcel Numbers [APN] 028-11-113, 028-10-081,

<sup>1</sup> The project would be constructed on any or all of parcels with the following APNs: 028-07-134, 028-07-139, 028-07-140, 028-07-141, 028-07-143, 028-07-144, 028-07-145, 028-07-147, 028-07-148, 028-07-149, 028-08-166, 028-11-101, 028-11-102, 028-11-104, 028-11-106, 028-11-107, 028-11-109, 028-11-110, 028-11-112, 028-11-113, 028-11-114, 028-11-115, 028-11-116, 028-11-117, 028-11-119, 028-11-120, 028-12-061, 028-12-062, 028-10-074, 028-10-072, 028-10-082, 028-10-081, and 028-101-75S.

028-10-082, and 028-101-75S), are currently owned by Westlands Water District.<sup>2</sup> Refer to Figure 1 in Appendix A for the project site in the region, and Figure 2 for an aerial image of the project site.

The project is proposed to construct, operate, maintain, and decommission a 400-megawatt (MW) solar photovoltaic (PV) electricity generating facility, energy storage system, and associated infrastructure. The project would provide solar power to utility customers by interconnecting to the regional electricity grid at PG&E Tranquillity Switching Station. The proposed facility is intended to operate year-round.

The project would operate year-round to generate solar electricity during daylight hours and would store and dispatch power to the energy storage system during both daylight and non-daylight hours. The project is anticipated to be constructed in continuous phases, with the first phase beginning in late-2021. The exact timing of the last phase is dependent on opportunities in the solar market, but it is currently anticipated to be online as early as late 2023. Refer to Figure 2 for the phases shown.

Components of the project would include the following, which are further described below:

- Groups of solar arrays (arrays include PV modules and steel support structures, electrical inverters, transformers, cabling, and other infrastructure);
- One electrical substation;
- A switchyard, including one high-voltage 230 kV utility switchyard, telecommunications infrastructure, and two 65-foot high dead-end structures;
- Approximately 3.5 miles of 230 kV generation intertie (gen-tie) transmission line (from the substation and the project 230 kV switchyard) to connect to the existing PG&E Tranquillity Switching Station;
- Improvements to PG&E electrical infrastructure, including a minor expansion of PG&E's Tranquillity Switching Station and approximately 1,900 feet of PG&E 230 kV transmission line to connect the 230 kV gen-tie line to the Tranquillity Switching Station;
- A 400 MW energy storage system, consisting of battery or flywheel enclosures and electrical cabling; and
- Other necessary infrastructure, including one permanent operations and maintenance (O&M) building, a septic system and leach field, a supervisory control and data acquisition (SCADA) system, a meteorological data system, buried conduit for electrical wires, overhead collector lines, on-site access roads, a shared busbar,<sup>3</sup> lighting, and wildlife-friendly security fencing.

<sup>2</sup> The Westlands Water District acquired these properties as part of the following settlements: (1) the September 3, 2002 settlement agreement reached among the United States, Westlands Water District, and others in the Sumner Peck Ranch et al. v. Bureau of Reclamation et al. lawsuit; (2) the Britz settlement (a separate action executed on September 3, 2002); and (3) the 2002 settlement agreement reached in the Sagouspe et al. v. Westlands Water District et al. lawsuit.

<sup>3</sup> A busbar is a system of electrical conductors in a generating or receiving station on which power is concentrated for distribution to several electrical circuits.

This project is anticipated to remain in operation for up to 35 years from completion of construction. Figure 3 in Appendix A shows the location of the components of the proposed project and associated facilities for Phase I. The Phase II layout is pending.

## 2.0 RECLAMATION PLAN CONTENT

The County Solar Facility Guidelines include guidelines for preparing a Reclamation Plan (Fresno County 2020). Each of the requirements is addressed individually below.

1. Description of present use of the site;

The existing land use of the project site is primarily dry-farmed agriculture. For the past 10 years, the project site intermittently has been in low-yield agricultural production (tilled, seeded, and harvested for winter wheat); intermittently irrigated (drip or sprinkler) and harvested for alfalfa seed or other crops; or disked twice a year and left fallow. Some of the parcels in the project footprint are part of Westlands Water District settlements that require a non-irrigation covenant upon transfer of ownership (refer to Figure 4 in Appendix A).

2. Describe the proposed alternative use of the land (all equipment to be installed above and underground, structures, fencing, etc.);

Section 1.3 includes a description of the proposed project facilities. The PV modules will be installed on steel posts supported by piles. Inverters, transformers, substations, electrical storage system containers, and the O&M building will be installed on concrete pads. The collection system will be installed overhead and/or underground. Additional facilities include the 230 kV utility switchyard, telecommunications infrastructure, two 65-foot high dead-end structures, SCADA system, meteorological data system, septic system with leach field, and wildlife-friendly security fencing.

3. Duration of the alternative use of the property (specify termination date);

The proposed facility is expected to be in commercial operation for approximately 35 years from the commencement of operations. Extension of use would be in accordance with County permitting requirements.

4. Address ownership of the property (lease or sale);

The majority of the project site is presently owned by Westlands Water District, with the exception of four parcels (APN 028-11-113, 028-10-081, 028-10-082, and 028-101-75S). Westlands Water District has executed an option agreement for purchase and sale with RE Scarlet LLC, a wholly owned subsidiary of EDP Renewables North America LLC. Consequently, RE Scarlet LLC would become the owner of the real property at commencement of construction of the project.

Approximately 76 acres of federally owned land are surrounded by the project site but are not proposed to be included in the project.

5. Describe how the subject property will be reclaimed to its previous agricultural condition (if applicable), specifically:
  - a. Timeline for completion of reclamation after solar facility lease has terminated (identify phasing if needed);
  - b. Handling of any hazardous chemicals/materials to be removed;
  - c. Removal of all equipment, structures, buildings, and improvements at and above grade;
  - d. Removal of any below-grade foundations;
  - e. Removal of any below-grade infrastructure (cables/lines, etc.) that are no longer deemed necessary by the local public utility company;
  - f. Detail any grading necessary to return the site to original grade;
  - g. Type of crops to be planted; and
  - h. Irrigation system details to be used (existing wells, pumps, etc. should remain throughout the solar facility use);

Procedures to remove the facility and restore the project back to pre-project conditions are included in Section 3 of this Plan. It should be noted that although the property has been historically used for agricultural production, a number of the parcels no longer have rights to water delivery from the Westlands Water District, the present property owner. In consideration of these restrictions, this Plan contemplates decommissioning the project, stabilizing the site, but does not propose additional actions to restore agricultural capacity to the property beyond its present condition on those parcels.

6. A Site Plan shall be submitted along with the text of the Reclamation Plan showing the location of equipment, structures, above and underground utilities, fencing, buffer area, reclamation phasing, etc.;

A Site Plan is included in Appendix A.

7. An engineering cost estimate of reclaiming the site to its previous agricultural condition shall be submitted for review and approval;

Per the Solar Facility Guidelines for a Final Reclamation Plan, the engineer cost estimate to implement the Reclamation Plan will be provided following project approval and will be included in this Plan as Appendix B.

8. Financial assurances equal to the cost of reclaiming the land to its previous agricultural condition shall be submitted to ensure the reclamation is performed according to the approved plan. Financial assurances will be made to the County of Fresno in the form of cash and maintained through an escrow arrangement or other form of security acceptable at the discretion of the Board of Supervisors

Financial assurances will be provided based on the engineer cost estimate noted under item 7, above.

9. Evidence that all owners of record have been notified of the proposed Reclamation Plan.

As discussed under item 4, above, RE Scarlet LLC, a wholly-owned subsidiary of EDP Renewables North America LLC, will be purchasing the real property from the current property owner (Westlands Water District) prior to the start of construction. Given that the current property owner will no longer have an ownership interest in the real property once construction commences, there will be no need to notify Westlands Water District of the Plan.

## 3.0 BASELINE CONDITIONS

### 3.1 SOIL CONDITIONS

Table 1 describes the project's soil classifications according to various systems used in California. Refer to Figure 5 in Appendix A for the distribution of soils on the project site. The majority of the site consists of the Tranquillity clay and Ciervo clay as only 390 square feet of Calfax clay soil exists on-site.

**Table 1**  
**PROJECT SITE SOILS LAND CAPABILITY CLASSIFICATION AND STORIE INDEX SCORES**

Map Symbol	Mapping Unit	Acres	Proportion Project Site	LCC Rating	LCC Rating Value	Storie Index Rating Class
286	Tranquillity clay (Irrigated)	1,783	.43	IIIw	60	Grade 4 - Poor
286	Tranquillity clay (Nonirrigated)	930	.23	VIIw	10	Grade 4 - Poor
461	Ciervo clay (Irrigated)	850	.21	IIIs	60	Grade 4 - Poor
461	Ciervo clay (Nonirrigated)	526	.13	VIIs	10	Grade 4 - Poor
482	Calfax clay (Irrigated)	0	0	IIIs	60	Grade 2 - Good
482	Calfax clay (Nonirrigated)	0.01	0	VIIs	10	Grade 2 - Poor
<b>TOTAL</b>		<b>4,089</b>	<b>1.00</b>	<b>--</b>	<b>--</b>	<b>--</b>

Source: NRCS 2019

Notes: LCC – Land Capability Classification.

Land Capability Classification (LCC) demonstrates the suitability of soils for growing field crops. Based on LCC, the site's LCC non-irrigated soil rating is Class 7 and its irrigated soil rating is Class 3. Class 3 soils have severe limitations that reduce the choice of plants or require special conservation practices, or both. Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

The Storie Index Rating provides a numeric rating (based on a 100-point scale) of the relative degree of suitability or value of a given soil for intensive agriculture use. This rating is based upon soil characteristics only.

### 3.2 HISTORICAL AGRICULTURAL USE

The project site is primarily dry-farmed agriculture that has been intermittently irrigated. For the past 10 years, the project site has been in low-yield agricultural production (tilled, seeded, and harvested for winter wheat); intermittently irrigated (drip or sprinkler) and harvested for alfalfa seed or other crops; or disced twice a year and left fallow. The site is subject to high levels of selenium and a water table that does not provide for sufficient drainage for most commercially irrigated crops. Furthermore, some of

the parcels in the project footprint are part of Westlands Water District settlements that require a non-irrigation covenant upon transfer of ownership (refer to Figure 4 in Appendix A).

For the portion of the project site that is cultivated without the benefit of irrigation, the productivity of these crops depends entirely on rainfall. When the unirrigated crops fail to mature to harvest, the land is grazed as rangeland grasses.

## 4.0 PROJECT FACILITY AND EQUIPMENT

The project would be comprised of solar panels, inverters, access roads, an O&M building, septic system and leach field, and electrical equipment including substations, battery storage enclosures, and wiring.

The site would be secured by an up to 8-foot-high chain link perimeter fence, topped with three-strand barbed wire, through which multiple points of ingress/egress would be accessed by locked gates.

### 4.1 FOUNDATIONS

Concrete foundations (equipment pads) will be required for energy storage containers, substation dead-end structures, project inverters, transformers, and switchgear. The O&M building will be constructed on a concrete foundation. Foundations will vary in depth based on micro-siting of these elements, but will range from approximately 6 inches to 36 inches. PV arrays will be supported by steel piles that are driven directly into the substrate and will not require concrete foundations.

### 4.2 SOLAR PV ARRAYS AND RACKING

The PV modules will be manufactured at an off-site location and then transported to the Project site. The PV modules will be mounted on a galvanized metal racking system (that would include a metal single-axis utility-scale tracker or a fixed-tilt racking system) and would be connected to inverter-transformer stations. The modules will be made of a semiconductor material covered by a tempered glass pane or otherwise sealed for long-term outdoor durability. PV modules would be dark colored, highly absorptive, and minimally reflective. As previously mentioned, the structures supporting the PV modules consist of steel piles, driven into the substrate.

### 4.3 ENERGY STORAGE SYSTEM

The project could include, at the applicant's option, a battery or flywheel storage system capable of storing up to 400 MW of electricity and conducting energy to the regional electricity grid. If provided, the storage system would consist of battery or flywheel banks housed in electrical enclosures and buried electrical conduit. The project could use one of a number of commercially available energy storage technologies, including but not limited to Lithium-ion (Li-ion), flow batteries, sodium sulfur or mechanical fly wheels. The energy storage system will either be dispersed throughout the project site, connected to the PV array via direct current ("DC-coupled"); or concentrated in one location on the site, connected to the PV array via alternating current ("AC-coupled").

## 4.4 ELECTRICAL COLLECTION, INVERTERS, AND TRANSFORMERS

Panels would be electrically connected into panel strings using wiring attached to the panel racking system. Panel strings would be electrically connected to one other via overhead and/or underground wiring installed from the panel strings to combiner boxes located throughout the PV arrays. Wire depths would be in accordance with local, state, and federal codes, and would likely be buried at a minimum of 18 inches below grade by excavating a trench wide enough to accommodate the cables. To accommodate the cables, a polyvinyl chloride (PVC) conduit may be installed in the trench, or, alternatively, cable rated for direct burial would be installed. Where used, overhead cables would be installed on wood poles up to 50 feet in height.

Each 2 MW block of the project would include an inverter-transformer station. Each inverter-transformer station would be construction on a concrete pad or steel skid measuring approximately 40 feet by 25 feet; however, the final size would depend on available technology and market conditions. Each inverter and transformer station would contain a DC combiner (which would collect DC electrical power from the PV modules), up to four inverters, a transformer, an auxiliary power transformer, and a switchboard approximately eight to 11 feet high. If required based on site meteorological conditions, an inverter shade structure would be installed at each pad. The shade structure would consist of wood or metal supports and a durable outdoor material shade structure (metal, vinyl, or similar). The shade structure would extend up to 10 feet above the top of the inverter pad.

## 4.5 SUBSTATION AND GEN-TIE TRANSMISSION LINES

The project would include one substation. The substation would occupy an approximately 27,000-square-foot (150 feet by 180 feet) area enclosed by an approximately 8-foot-high chain link fence topped with one foot of barbed wire.

Structural components in the substation area would include transformers, footings, control buildings, metering stand, capacitor bank, circuit breaker and air disconnect switches, fiber optic telecommunications infrastructure, lighting mast, dead-end structure, and equipment storage containers. The substation area would be graded and compacted, and the equipment placed on concrete pads.

Because the substation transformers would contain oil as an insulating fluid, the substation would be designed to accommodate an accidental spill of transformer fluid using containment-style mounting. Each of the dead-end structures would require foundations excavated to a depth of 20 feet or more.

The gen-tie structures would include tubular steel poles and H-frame structures with foundations excavated to a depth of 20 feet or more. The overhead gen-tie line would be up to approximately 3.5 miles long and consist of up to 30 structures. The structures could be up to 150 feet tall, although most would likely be no more than 110 feet.

## 4.6 SUPPORT FACILITIES

Support facilities include the 700-square-foot O&M building, SCADA system, and the meteorological data collection system. The O&M building will be located on a concrete foundation and would include plumbing, a septic system and leach field.

The SCADA system will include buried fiber optic cables, and the SCADA system cabinet would be located in the control buildings in the substation facility. Telecommunication systems associated with the SCADA system will interconnect at PG&E's Tranquillity Switching Station.

## **4.7 FENCING**

A dual purpose security and wildlife fence will be constructed around the project and will enclose all operational areas throughout the lifetime of the project through decommissioning. The fence design will reach up to 8 feet high and would consist of approximately 6-foot-high chain-link galvanized metal fence topped by three strands of barbed wire approximately one foot high.

## **4.8 DRIVEWAYS**

The perimeter road and main access roads would be approximately 20 to 30 feet wide and constructed to be consistent with facility maintenance requirements and Fresno County Fire Department standards. These roads would be surfaced with gravel, compacted dirt, or another commercially available surface. Internal roads would have permeable surfaces and be approximately 12 to 20 feet in width or as otherwise required by Fresno County Fire Department standards. They would be treated to create a durable, dustless surface for use during construction and operation. This would likely involve surfacing with gravel, compacted native soil, or a dust palliative.

# **5.0 DECOMMISSIONING AND RESTORATION PROCESS**

Decommissioning of the project is assumed to begin approximately 35 years after operation of the project is initiated. Project decommissioning may incorporate sale and/or recycling of some components; however, this Reclamation Plan assumes that all equipment and facilities within and associated with the facility will be removed.

## **5.1 DECOMMISSIONING PROCEDURES AND TIMING**

All decommissioning, reclamation, and restoration activities will adhere to the requirements of appropriate governing authorities, and will be in accordance with all applicable federal, provincial, and local permits. The reclamation and restoration process comprises removal of above ground structures; removal of below ground foundations and infrastructure; and restoration of topsoil, re-vegetation, and seeding. Appropriate temporary (construction-related) erosion and sedimentation control best management practices (BMP) will be used during the reclamation phase of the project. The BMPs will be inspected on a regular basis to ensure their function.

Reclamation of the project will occur within 24 months of either: (i) the expiration of the project's CUP or (ii) the abandonment of the project without the project owner making efforts to cure a disruption of electricity production, whichever occurs first.

## 5.2 SITE PREPARATION ACTIVITIES

The project site will be prepared prior to commencement of decommissioning and salvage activities (including removal of facilities, Section 5.3, and site restoration, Section 5.6). These preparatory measures will include electrical inspections as well as inspections of any water tanks on site, access routes, drainage crossings, security fences, and gates to ensure all such components are safe and functional. Following these inspections, preparatory measures may be required including, but not limited to, electrical improvements, road improvements, as-needed vegetation clearing, fencing and gate repair, and removal and disposal of materials generated from the above-listed activities. Creation of temporary work area(s) to provide sufficient area for the lay-down of the disassembled project components and loading onto trucks will be required.

## 5.3 REMOVAL OF FACILITIES

This section describes the materials and other equipment that will require removal or salvage during the decommissioning process. Prior to, during, and after removal, project equipment and component will be inspected to ensure all components are safe and functional.

The equipment will generally be removed in reverse order of the installation, as follows:

1. Solar Array and Rack Disassembly
  - a. The solar facility will be disconnected from the utility power grid.
  - b. PV modules will be disconnected, collected, and either shipped to another project, salvaged, or submitted to a collection and recycling or disposal program. During decommissioning, PV panels will be de-energized and dismantled from the torque tubes by sliding the panels off the mounting saddles once the connector clips are removed. Next, the PV solar panels and rack supports will be removed in their entirety from the site. The panels will be carefully removed by hand and the rack supports will be removed by excavators with attachments, or other similar equipment. The panels will be placed on pallets and transported off-site.
  - c. Above-ground and underground electrical interconnection and distribution cables that are no longer deemed necessary by the local public utility company will be removed and disposed of or recycled off-site by an approved recycling facility.
  - d. PV module racking systems will be removed and may be recycled off-site by a metals recycler. The racking structure supporting the PV panels will be unbolted and disassembled using standard hand tools. The vertical steel piles, poles, and posts supporting the racks and all steel support piles will be completely removed and transported off-site for salvage or reuse. Other equipment and/or material will be removed from the site for resale, scrap value, recycled, or disposal depending on market conditions.
2. Pier and Foundation Removal
3. The larger slab-on-grade concrete foundations and support pads will be broken up by mechanical equipment (such as a backhoe-hydraulic hammer/shovel, or jackhammer), loaded

onto trucks, and removed from the site. Concrete pads will be recycled or reused as clean fill at another location.

#### 4. Electrical Demolition

- a. Electrical demolition includes the electrical equipment and infrastructure. DC combiner boxes, power aggregation wiring, Power Conversion Stations (DD recombiner/inverter/transformer modular units), sensors, weather stations, the gen-tie line connecting to the substation. Power Conversion Stations will be removed by cutting and removing the conduit and using a crane to place the unit in a salvage truck. All additional above ground cables would be cut and removed, including above ground conductors and grounding cable, and overhead lines. Decommissioning will require dismantling and removal of all above-ground and below-ground electrical equipment. Removal of substation equipment includes transformers, switches, structures, overhead lines, equipment pads, and grounding grid. Underground equipment to be removed consists of underground cables, conduit, and electrical lines. Equipment will be de-energized prior to removal; salvaged (where possible); placed in appropriate shipping containers; and secured in a truck transport trailer for transport off-site. All conductors are assumed to be removed and aggregated for recycling. All subterranean conduit, Power Conversion Stations, and other electrical equipment will be removed for off-site recycling or disposal. All decommissioning, recycling, and disposal of electrical devices, equipment and wiring/cabling will be conducted in accordance with applicable local, state, and federal standards and guidelines.
- b. The gen-tie to the PG&E Tranquillity Switching Station will be removed. Overhead electrical lines and poles will be removed and recycled, reused, or disposed of in accordance with regulatory requirements at the time of decommissioning, and holes from pole removal will be filled with clean fill.

#### 5. Civil Site Reclamation

- a. The septic system and leach field will be removed.
- b. Fencing will be removed and will be recycled off-site by an approved recycler.
- c. Interior driveways and pre-fabricated bridges can either remain on-site for future use or be removed. Gravel will be repurposed either on- or off-site.

## 5.4 DEBRIS MANAGEMENT, DISPOSAL, AND RECYCLING

During the demolition process, removed materials and demolition debris will be placed in designated locations within the project site. The stockpiles will then be transported to an off-site recycling center, used equipment market for resale, or an approved landfill depending on the material being disposed of. Equipment will be salvaged or recycled wherever possible.

## 5.5 HAZARDOUS WASTE

Relatively small quantities of hazardous materials would be used during decommissioning. Disposal and transportation of hazardous wastes will be conducted in compliance with appropriate state and federal laws, ordinances, regulations, and standards.

## 5.6 SITE RESTORATION

Soils will be restored to pre-project topographic conditions to prepare the site for the continuation of agricultural land uses. APNs with a non-irrigation covenant will be restored using a rangeland seed mix of grasses and forage crops, and areas planned for crop production within 12 months following decommissioning will be left unplanted.

All driveways and other areas compacted during original construction or by equipment used in the decommissioning will be tilled in a manner adequate to restore the sub-grade material to the proper density and depth consistent with adjacent properties. Holes and low areas resulting from the removal of project features such as piles, poles, and foundations will be filled with clean, compatible sub-grade material resulting from on-site decommissioning activities. After proper sub-grade depth is established, locally-sourced topsoil would be placed to a depth and density consistent with adjacent properties.

As previously mentioned, areas that will be revegetated may be limited to areas disturbed during decommissioning activities and that won't be used for crop production within 12 months following decommissioning. Areas planned for revegetation restoration will be prepared as followed: 1) Mow area; 2) Disk area; 3) Hydraulic seeding project site using a rangeland seed mix of grasses and forage crops.

## 6.0 DECOMMISSIONING COSTS AND FINANCIAL ASSURANCES

### 6.1 ESTIMATED COST AND SALVAGE VALUES

Dudek, an established engineering and environmental services firm, prepared the decommissioning budget for the project. The estimated budget presents a probable cost, in present value, for the decommissioning based on the assumption that the solar modules, module support structures, racking, electrical system, interconnection facilities, and other project components may be disassembled and recycled and disposed of following completion of the solar electric power system. The decommissioning costs by task are presented by phase in Appendix B (Phase I only - Battery Energy Storage System and Phase II are pending). The cost estimates are applicable for a five-year period from the date of submission.

### 6.2 FINANCIAL GUARANTEES FOR DECOMMISSIONING

In accordance with Conditional Use Permit CUP 3555 condition of approval 5, prior to the issuance of the grading permit, the project owner will provide financial assurance in an amount sufficient to reclaim the site to its previous conditions in accordance with the approved Reclamation Plan. Financial assurances will be made to the County of Fresno in the form of cash and maintained through an escrow arrangement or other form of security acceptable at the discretion of the Board of Supervisors.

The financial assurance under the agreement shall (1) initially cover the project owner's cost of performing its obligations under the reclamation agreement, as stated above, based on the final County-approved design of the project, which cost estimate shall be provided by the project owner to the county and be subject to approval by the County, and (2) be automatically increased annually, due to

increases in costs, using the Engineering News-Record construction cost index. This estimate will consider any project components that are expected to be left in place at the request of and for the benefit of the subsequent landowner (e.g., access roads, electrical lines, O&M building).

## 7.0 REFERENCES

Fresno, County of (Fresno County). 2020. Guidelines for Preparing a Solar Electrical Generation Facility Reclamation Plan. Accessed June 2020. Available at:

<https://www.co.fresno.ca.us/departments/public-works-planning/divisions-of-public-works-and-planning/development-services-division/planning-and-land-use/photovoltaic-facilities-p-3106>.

2017. Solar Facility Guidelines. Revised by the Board of Supervisors on December 12. Available at: <https://www.co.fresno.ca.us/departments/public-works-planning/divisions-of-public-works-and-planning/development-services-division/planning-and-land-use/photovoltaic-facilities-p-1621>.

Natural Resource Conservation Service, United States Department of Agriculture (NRCS). 2019. Custom Soil Resource Report for RE Scarlett LESA. Accessed on March 13, 2019 at

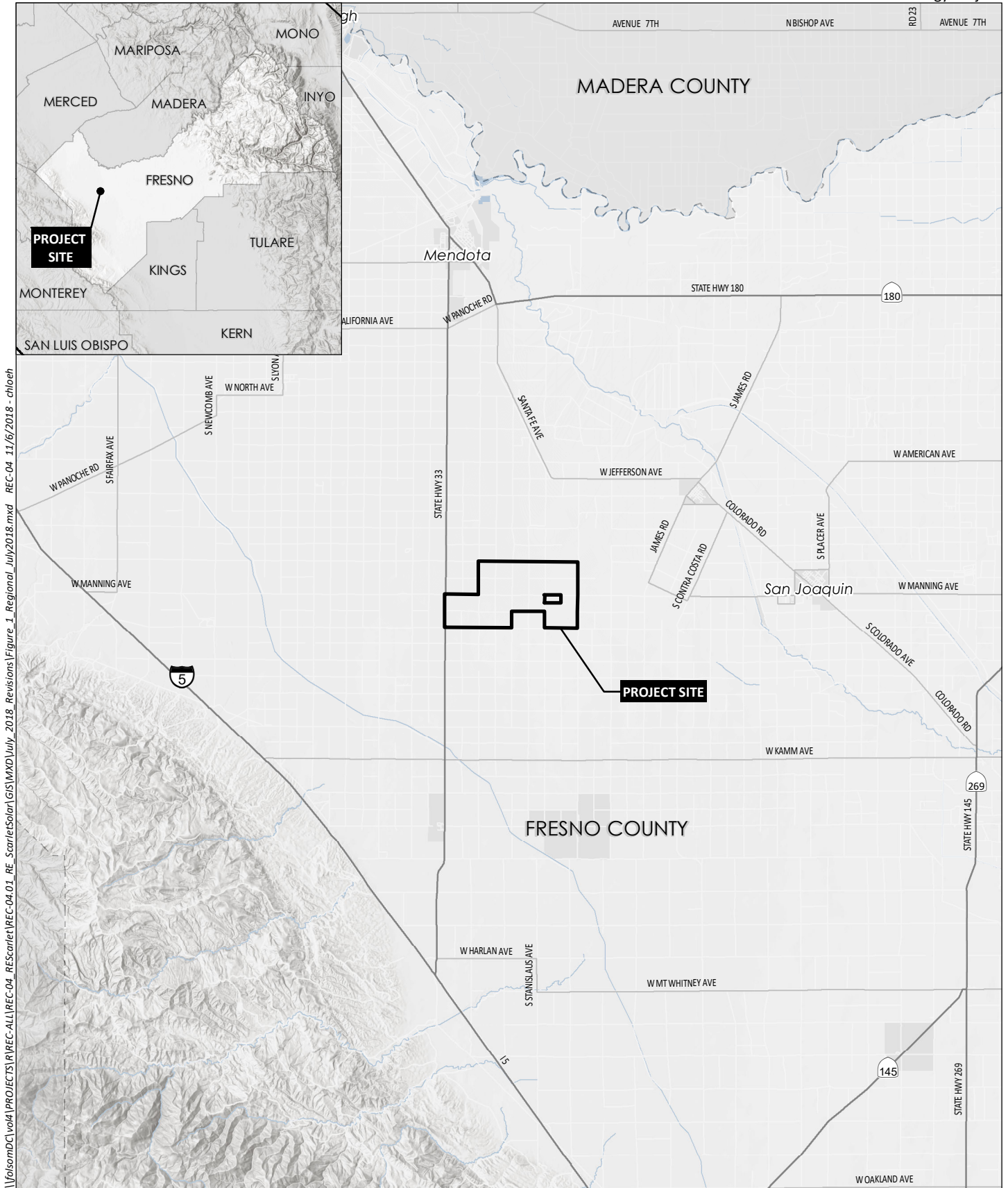
<https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>.

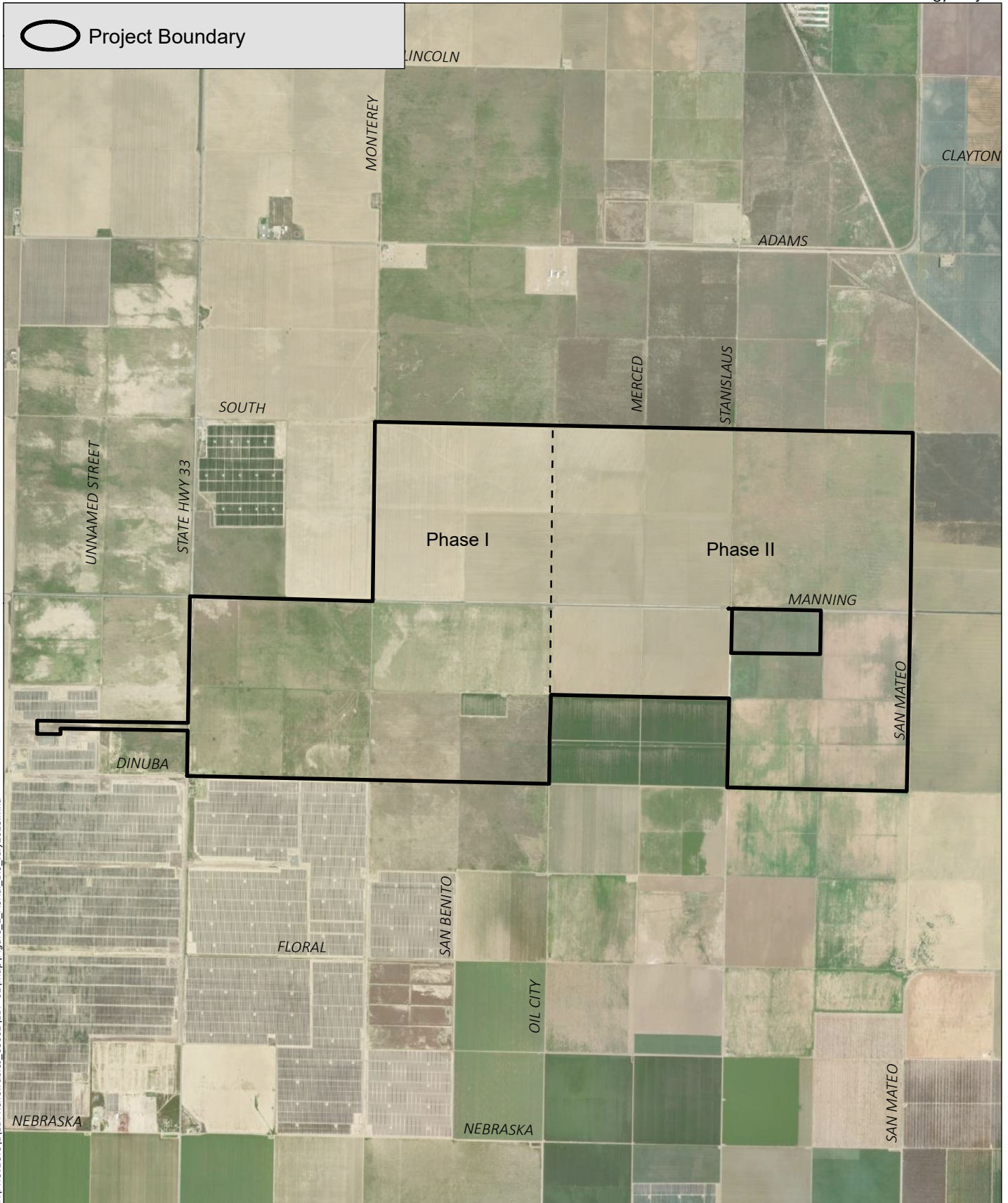
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# Attachment A

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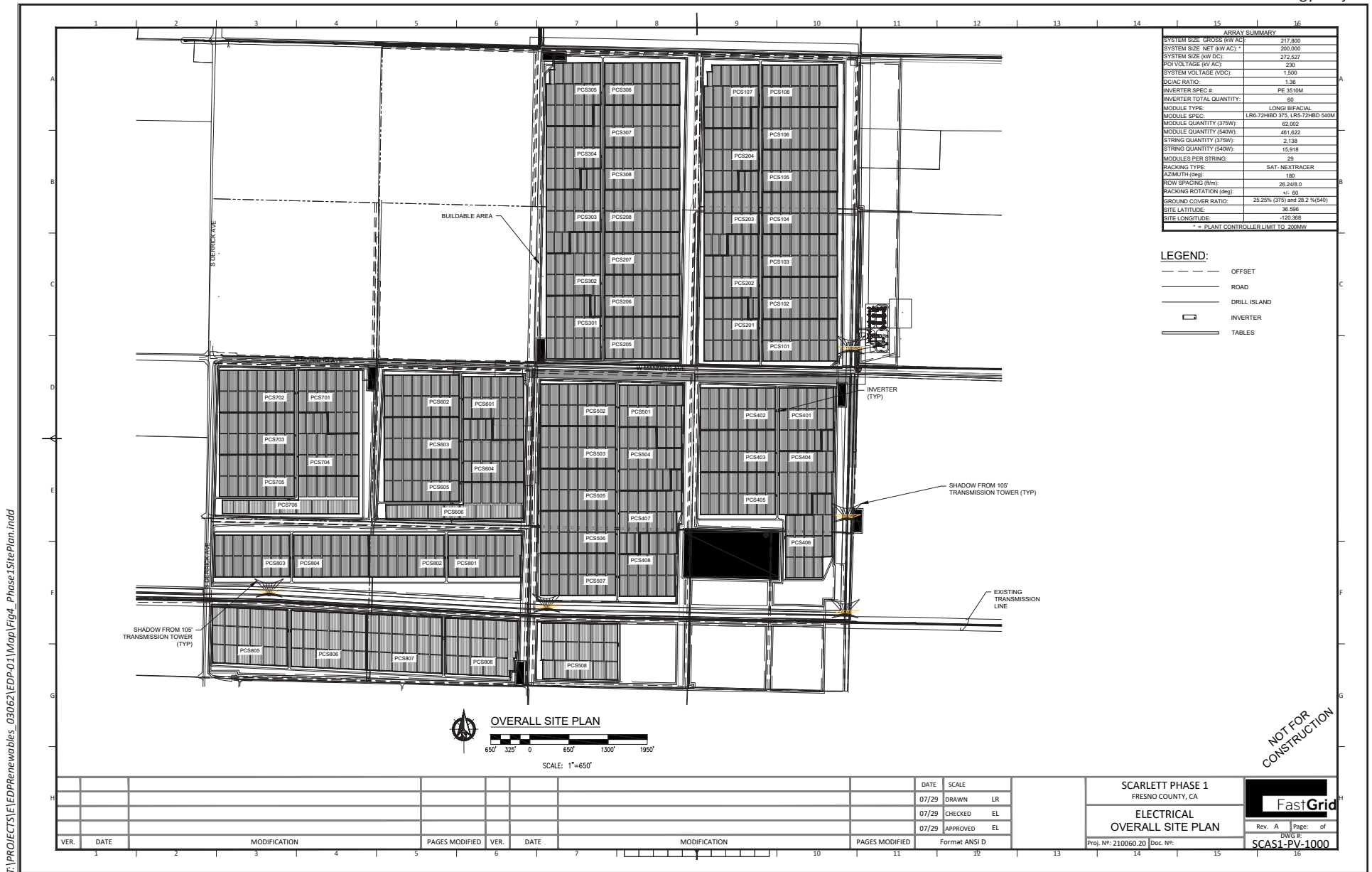
Figures





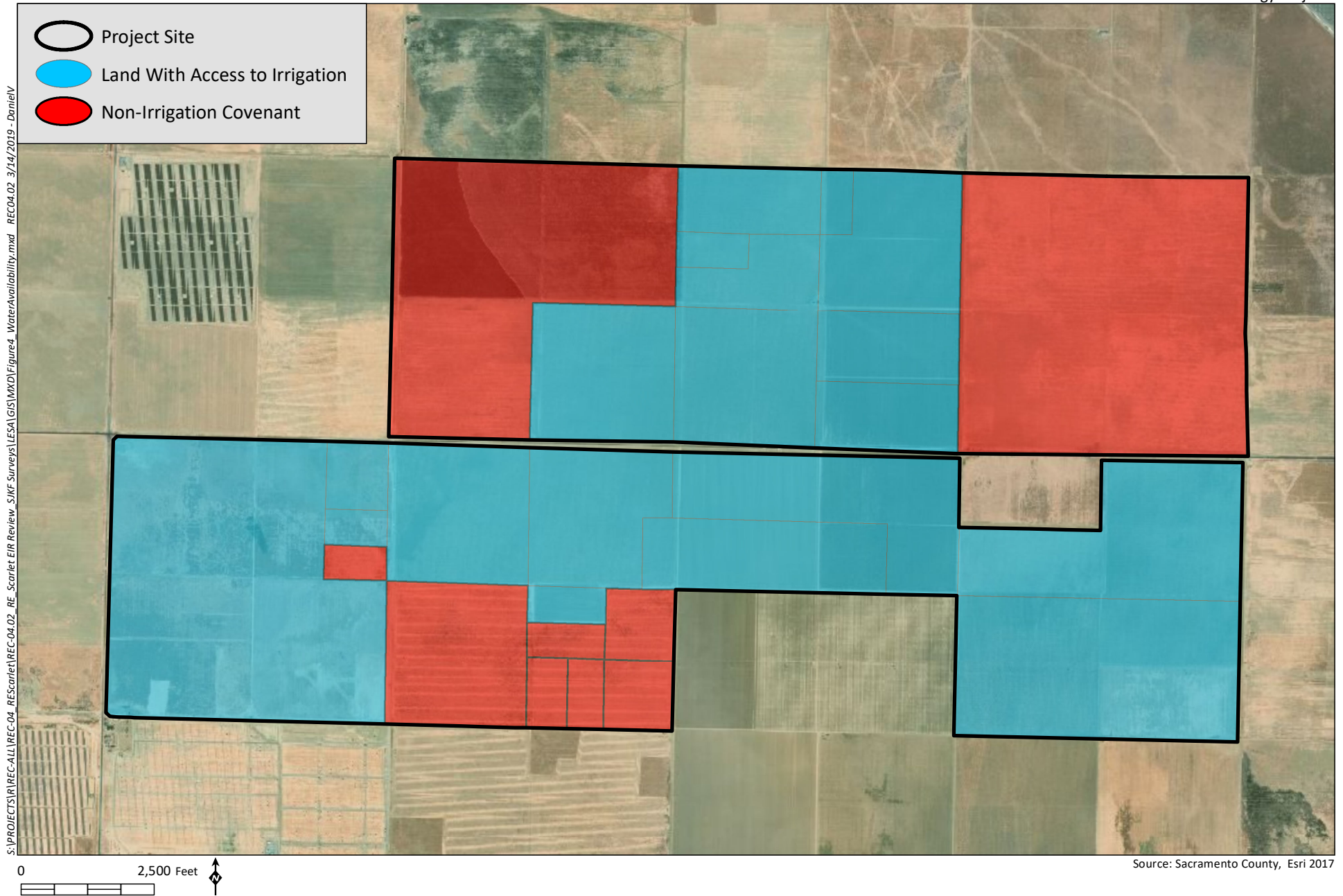
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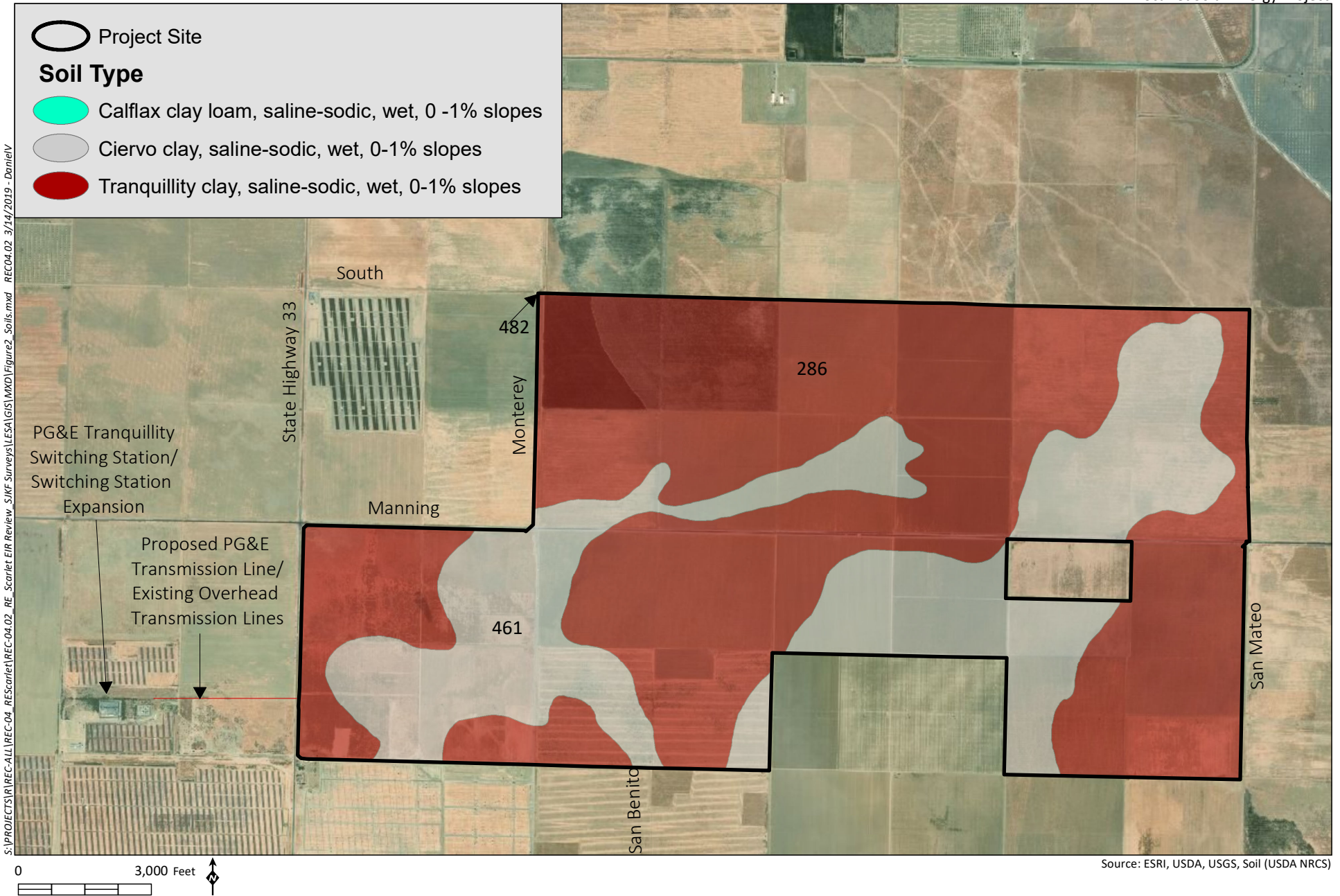
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# DUDEK

1701 WESTWIND DRIVE, SUITE 227  
BAKERSFIELD, CALIFORNIA 93301  
T 661.208.4127

Mr. Ejaz Ahmad, Planner  
County of Fresno  
Development Services Division  
220 Tulare Street, Sixth Floor  
Fresno, California 93721

October 14, 2021

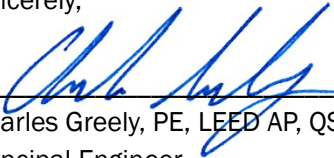
**Subject:** *Scarlet Phase I Solar Project Decommissioning Cost Estimate*

Dear Mr. Ahmad,

At the request of Ryan Schalk of EDPR, I have reviewed the attached cost estimate. Quantities and costs appear appropriate based on the Project Decommissioning Plan provided and based on decommissioning and reclamation plans previously approved by Fresno County. I find this cost estimate to be reasonable based on current pricing standards of the construction industry.

Please do not hesitate to contact me at 760.685.0735, or at [cgreely@dudek.com](mailto:cgreely@dudek.com) should you have any questions.

Sincerely,



Charles Greely, PE, LEED AP, QSD  
Principal Engineer



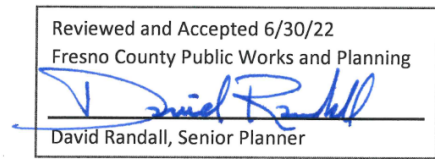
Att.: *Decommissioning Cost Estimate*

# **Appendix A**

## Scarlet Phase I Solar Project Decommissioning Cost Estimate

**TABLE 7.1: DECOMMISSIONING COST ESTIMATE**

Reclamation Item	Costs	Labor				Equipment			
	Total	Employees	Hours	Labor Rate	Subtotal	Type	Hours	Rates	Subtotal
Onsite oils and lubricants removed	\$ 19,582	2	342	\$ 50.00	\$ 17,082	Container	2	\$ 1,250.00	\$ 2,500.00
Substation components removed	\$ 49,458	4	628	\$ 75.00	\$ 47,064.33	Low bed truck	68	\$ 35.00	\$ 2,393.50
Electrical conduit removed	\$ 291,830	9	3,708	\$ 75.00	\$ 278,081.87	Flat bed truck	393	\$ 35.00	\$ 13,748.21
PV modules removed and recycled	\$ 271,745	10	5,059	\$ 50.00	\$ 252,943.47	Flat bed truck	537	\$ 35.00	\$ 18,801.71
PV module support H-beams	\$ 303,998	10	4,434	\$ 50.00	\$ 221,723.20	Backhoe	470	\$ 175.00	\$ 82,274.38
Electrical and electronic devices	\$ 113,017	5	968	\$ 75.00	\$ 72,631.58	Backhoe/crane	101	\$ 400.00	\$ 40,385.85
Fencing, gates removed	\$ 171,605	4	1,447	\$ 40.00	\$ 57,896.11	Backhoe	650	\$ 175.00	\$ 113,708.78
Roads, pathways, and other	\$ 69,289	4	676	\$ 40.00	\$ 27,039.79	CAT/backhoe	211	\$ 200.00	\$ 42,249.68
Site disced for revegetation	\$ 94,222	4	573	\$ 40.00	\$ 22,925.62	CAT/water truck	475	\$ 150.00	\$ 71,296.33
<b>TOTAL</b>	<b>\$ 1,384,746</b>				<b>\$ 997,388</b>			<b>Equipment total</b>	<b>\$ 387,358</b>



# Scarlet Solar Energy Project

## Addendum to Reclamation Plan

*Prepared for*

**Fresno County Department of Public Works and Planning  
Development Services Division**  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

*Prepared by*

**HELIX Environmental Planning, Inc.**  
11 Natoma Street, Suite 155  
Folsom, CA 95630

June 2022 | 03062.00001.001

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3. SCARLET PHASE I SOLAR PROJECT CROSSING TABLE .....	10

# DUDEK

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June 1, 2022

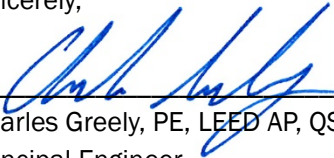
**Subject:** *Scarlet Phase I Solar Project Decommissioning Cost Estimate*

Dear Mr. Ahmad,

At the request of Ryan Schalk of EDPR, I have reviewed the attached cost estimate. Quantities and costs appear appropriate based on the Project Decommissioning Plan provided and based on decommissioning and reclamation plans previously approved by Fresno County. I find this cost estimate to be reasonable based on current pricing standards of the construction industry.

Please do not hesitate to contact me at 760.685.0735, or at [cgreely@dudek.com](mailto:cgreely@dudek.com) should you have any questions.

Sincerely,



Charles Greely, PE, LEED AP, QSD  
Principal Engineer

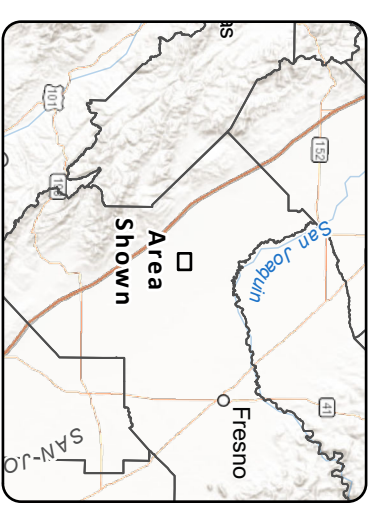
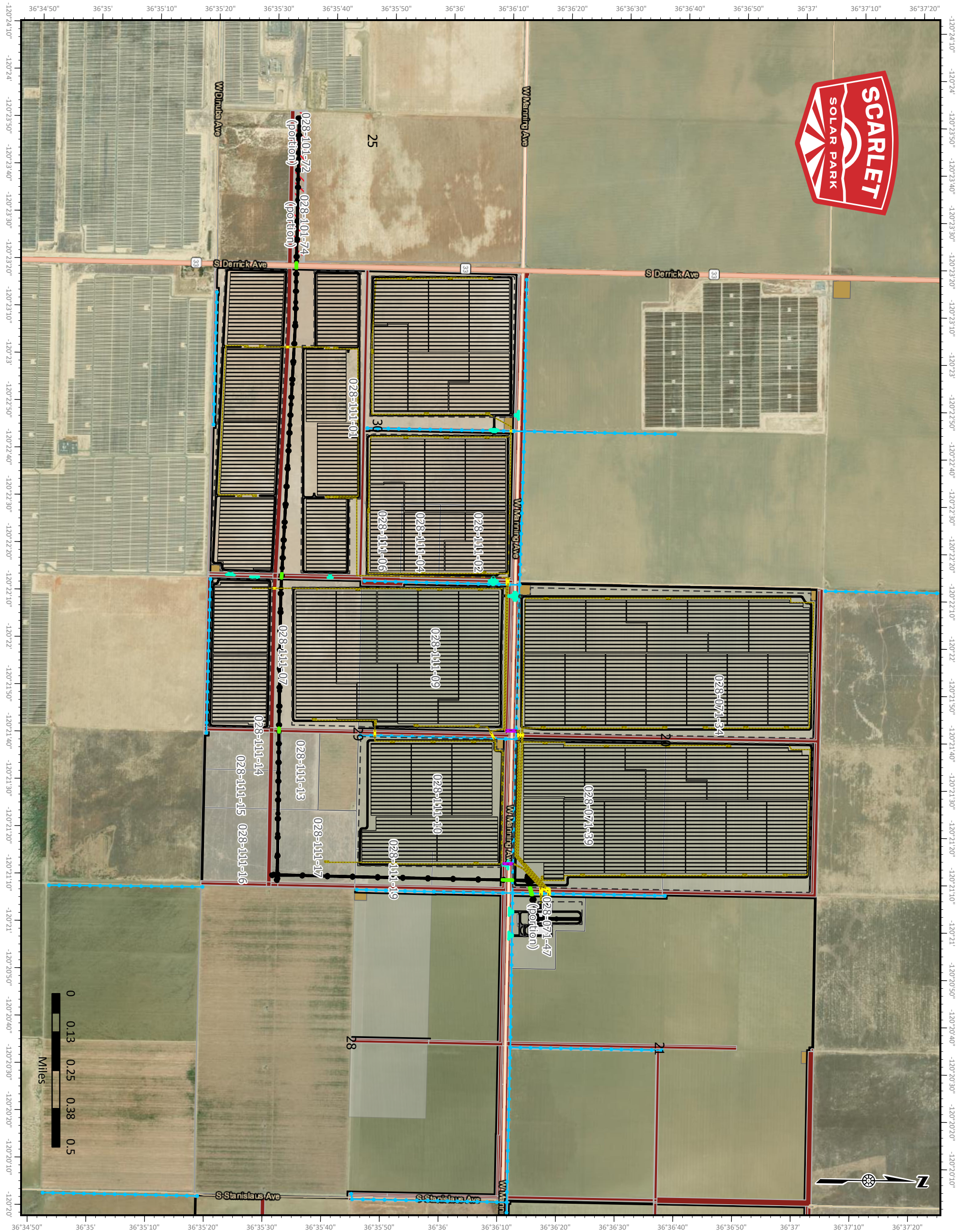


Att.: *Decommissioning Cost Estimate*

# **Appendix A**

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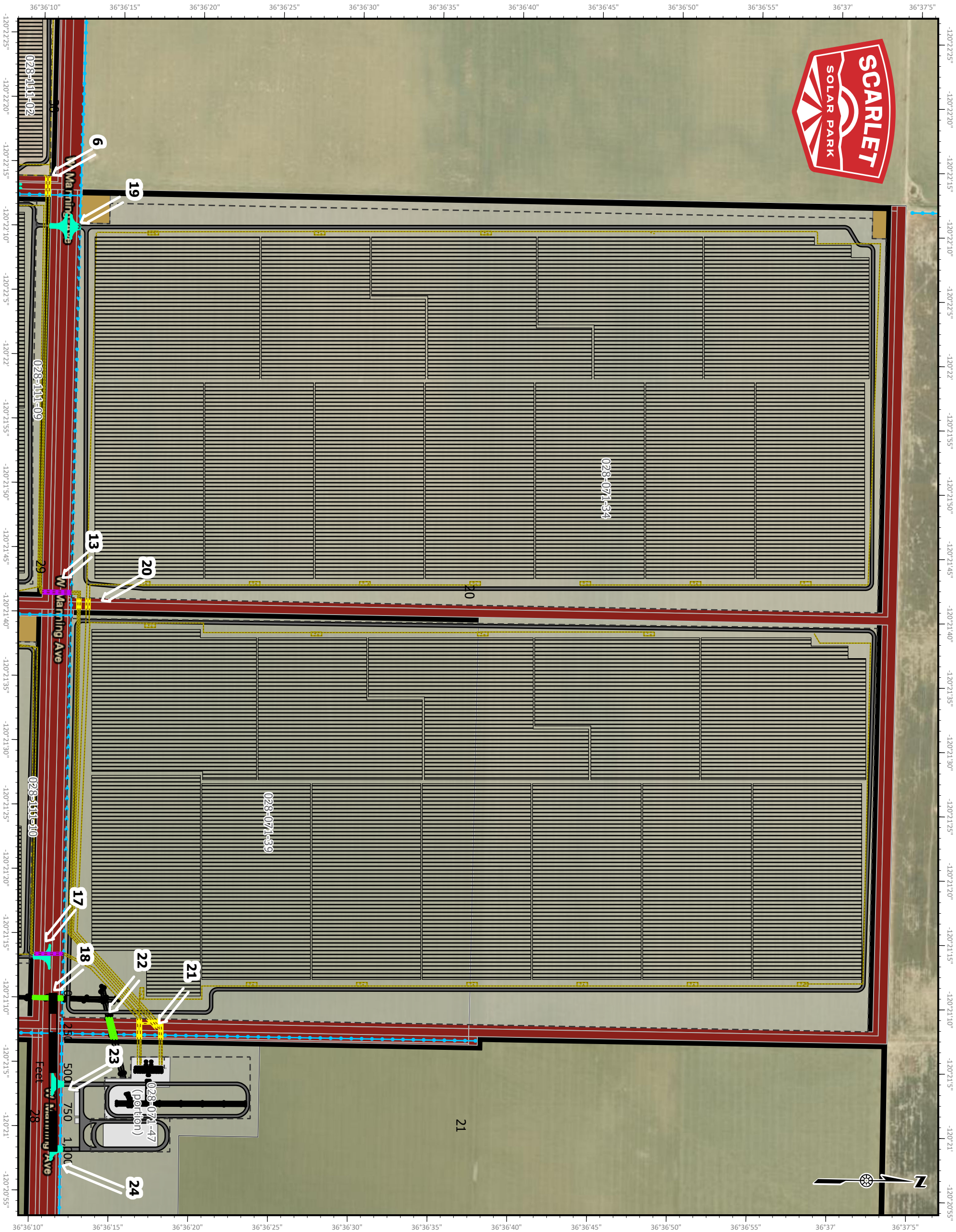
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**Scarlet I**

**Pre-Construction Overview Map**

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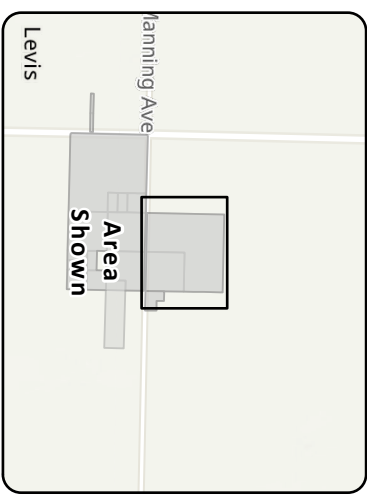
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- Overhead Transmission Crossing
- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet I Fence
- Project Parcels
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- EDPR Transmission Easement



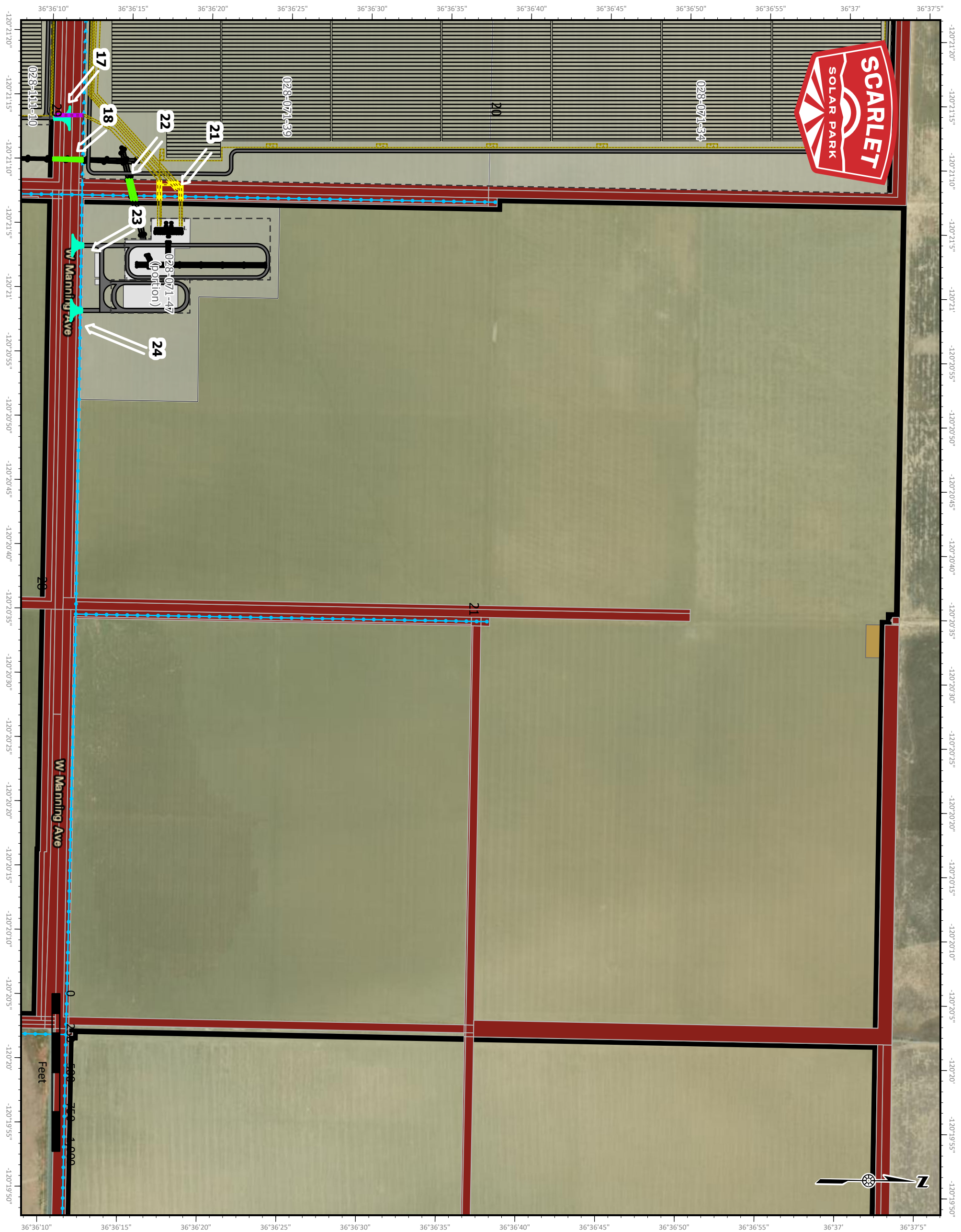
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**Scarlet I  
Pre-Construction  
Section 20**

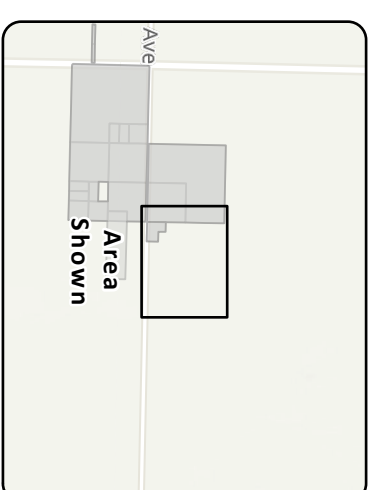
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- Scarlet I Fence
- Project Parcels
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- EDPR Transmission Easement



**edp renewables**

**Scarlet I**  
**Pre-Construction**  
**Section 21**

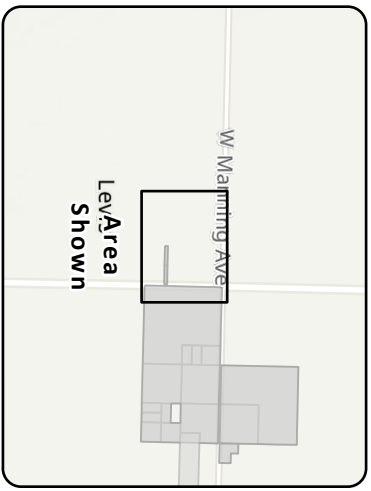
Date: 2022-06-24



**edp renewables**

**Scarlet I  
Pre-Construction  
Section 25**

Date: 2022-06-24



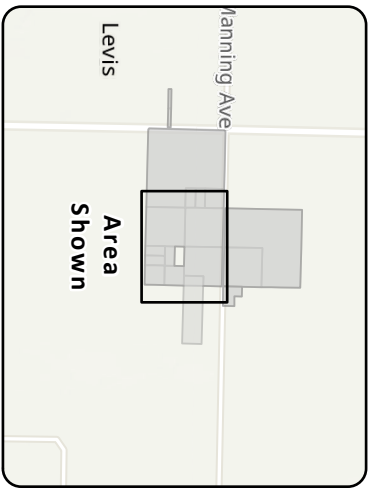
- Overhead Transmission (Gen-tie)
- Overhead Transmission Crossing
- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet I Fence
- Project Parcels
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- EDPR Transmission Easement



**edp renewables**

**Scarlet I  
Pre-Construction  
Section 29**

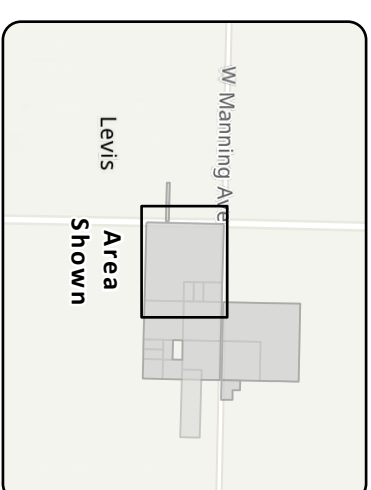
Date: 2022-06-24



- Overhead Transmission (Gen-tie)
- Overhead Transmission Crossing
- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet I Fence
- Project Parcels
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- EDPR Transmission Easement



- Overhead Transmission (Gen-tie)
- Overhead Transmission Crossing
- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet I Fence
- Project Parcels
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- EDPR Transmission Easement



**edp renewables**

**Scarlet I  
Pre-Construction  
Section 30**

Date: 2022-06-24

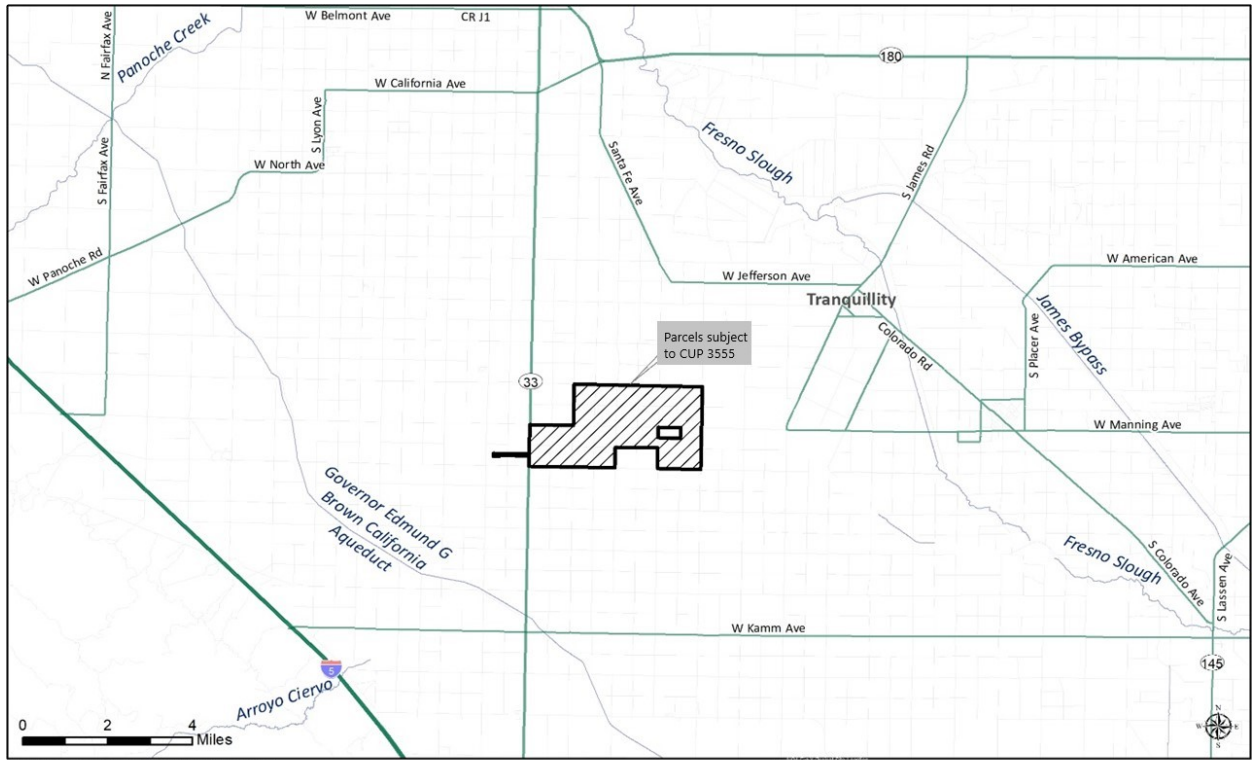
Crossing Number	APN	Scarlet Improvements	Easement/Rights Holder	Easement Width	Easement / Document Purpose	Exclusivity	Recording Information
1	028-111-01	Overhead Transmission	State of California	(Relinquished abutter's rights)	Road Conveyance		Instrument No. 9195; Book 4339, Page 272
1	028-111-01	Overhead Transmission	Westlands Water District	30'	Water Pipelines	Non-exclusive	Instrument No. 2021-0161203
2	028-111-01	Underground Collection	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 41453; Book 3047, Page 193; re-recorded as Instrument No. 61112; Book 3090, Page 537
3	028-111-01	Project Road	State of California	(Relinquished abutter's rights)	Road Conveyance		Instrument No. 54601; Book 5339, Page 404 Instrument No. 54602; Book 5339, Page 408
3	028-111-01	Project Road	United States of America (handled by the US Bureau of Reclamation ["USBR"])	25'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
3	028-111-01	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
4	028-111-01	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
4	028-111-01	Project Road	United States of America (USBR)	45'	Water Pipeline	Non-exclusive	Instrument No. 63387; Book 5352, Page 261
5	028-111-01	Underground Collection	United States of America (USBR)	25'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
5	028-111-01	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
6	028-111-02	Underground Collection	United States of America (USBR)	85'	Water Lines	Non-exclusive	Instrument No. 59051; Book 7289, Page 755
7	028-111-02	Project Road	United States of America (USBR)	85'	Water Lines	Non-exclusive	Instrument No. 59051; Book 7289, Page 755
7	028-111-02	Project Road	RE Tranquility 8 Azul LandCo LLC; RE Tranquility 8 Azul LLC; RE Tranquility 8 LLC; RE Tranquility 8 Rojo LLC; RE Tranquility 8 Verde LLC	100'	Road Access	Non-exclusive	Instrument No. 2016-0118436; Instrument No. 2017-0014677 Instrument No. 2017-0075203; Instrument No. 2017-0075204 Instrument No. 2017-0077891; Instrument No. 2017-0077934
8	028-111-01	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
8	028-111-01	Project Road	RE Tranquility 8 Azul LandCo LLC; RE Tranquility 8 Azul LLC; RE Tranquility 8 LLC; RE Tranquility 8 Rojo LLC; RE Tranquility 8 Verde LLC	100'	Road Access	Non-exclusive	Instrument No. 2016-0118436; 2017-0014677 Instrument No. 2017-0075203; Instrument No. 2017-0075204 Instrument No. 2017-0077891; Instrument No. 2017-0077934
9	028-111-01	Overhead Transmission	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
9	028-111-01	Overhead Transmission	RE Tranquility 8 Azul LandCo LLC; RE Tranquility 8 Azul LLC; RE Tranquility 8 LLC; RE Tranquility 8 Rojo LLC; RE Tranquility 8 Verde LLC	100'	Road Access	Non-exclusive	Instrument No. 2016-0118436; Instrument No. 2017-0014677 Instrument No. 2017-0075203; Instrument No. 2017-0075204 Instrument No. 2017-0077891; Instrument No. 2017-0077934
10	028-111-01	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
10	028-111-01	Project Road	RE Tranquility 8 Azul LandCo LLC; RE Tranquility 8 Azul LLC; RE Tranquility 8 LLC; RE Tranquility 8 Rojo LLC; RE Tranquility 8 Verde LLC	100'	Road Access	Non-exclusive	Instrument No. 2016-0118436; Instrument No. 2017-0014677 Instrument No. 2017-0075203; Instrument No. 2017-0075204 Instrument No. 2017-0077891; Instrument No. 2017-0077934
11	028-111-07	Underground Collection	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 41453; Book 3047, Page 193; re-recorded as Instrument No. 61112; Book 3090, Page 537
12	028-111-07	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
13	028-111-09	Overhead Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
13	028-111-09	Overhead Collection	Westlands Water District	65'	Water Pipeline	Non-exclusive	Instrument No. 43285
13	028-111-09	Overhead Collection	County ROW	100'	Public Road	Non-exclusive	
13	028-111-09	Overhead Collection	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 64838, Book 5721, Page 656
14	028-111-09	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
14	028-111-09	Underground Collection	Westlands Water District	70'	Water Pipeline	Non-exclusive	Instrument No. 64839, Book 7053, Page 876
14	028-111-10	Underground Collection	United States of America (USBR)	50'	Water Pipeline	Non-exclusive	Instrument No. 64142, Book 5353, Page 307
15	028-111-09	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
15	028-111-09	Underground Collection	Westlands Water District	70'	Water Pipeline	Non-exclusive	Instrument No. 64839, Book 7053, Page 876
15	028-111-10	Underground Collection	United States of America (USBR)	50'	Water Pipeline	Non-exclusive	Instrument No. 64142, Book 5353, Page 307
16	028-111-07	Overhead Transmission	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
17	028-111-10	Overhead Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
17	028-111-10	Overhead Collection	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 59050, Book 7289, Page 753
17	028-111-10	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
17	028-111-10	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 59050, Book 7289, Page 753
18	028-111-10	Overhead Transmission	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
18	028-111-10	Overhead Transmission	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 59050, Book 7289, Page 753
19	028-071-34	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
19	028-071-34	Project Road	Westlands Water District	65'	Water Pipeline	Non-exclusive	Instrument No. 43285
19	028-071-34	Project Road	County ROW	50'	Public Road	Non-exclusive	

19	028-071-34	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 59050, Book 7289, Page 753
20	028-071-34	Underground Collection	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 64839, Book 7053, Page 876
20	028-071-39	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
21	028-071-39	Underground Collection	United States of America (USBR)	130'	Water Pipeline	Non-exclusive	Instrument No. 89652, Book 7341, Page 845
21	028-071-39	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
22	028-071-39	Overhead Transmission	United States of America (USBR)	130'	Water Pipeline	Non-exclusive	Instrument No. 89652, Book 7341, Page 845
22	028-071-39	Overhead Transmission	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
23	028-071-47	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46
24	028-071-47	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46

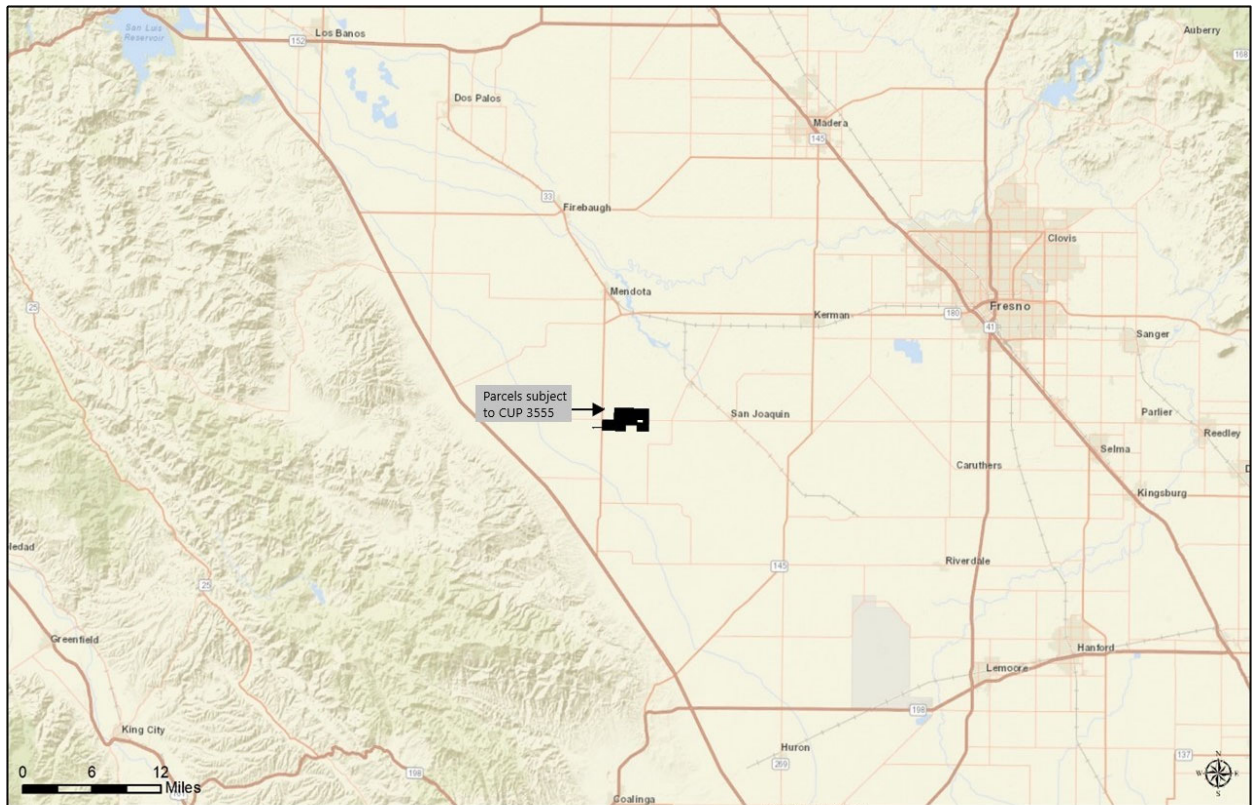
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### EXHIBIT B

### Map of Parcels Subject to CUP No. 3555



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Imagery provided by Esri and its licensors © 2021.

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**EXHIBIT B-1**

**Legal Descriptions of the Property**

**Applicant's Property**

Real property in the unincorporated area of the County of Fresno, State of California, described as follows:


PARCEL 1:

ALL OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPTING THEREFROM THE SOUTHEAST QUARTER OF SAID SECTION 20. ALSO EXCEPTING THEREFROM THE SOUTH 50 FEET OF SAID SECTION 20.

Together with,

THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THE SOUTH 50 FEET THEREOF AS GRANTED TO THE COUNTY OF FRESNO.

APN: 028-071-34 and 028-071-39

  
\_\_\_\_\_  
TYLER G. TRUJILLO  
PLS NO. 9607  
SURVEYING AND MAPPING, LLC.



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PARCEL 2:

THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPTING THEREFROM THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER THEREOF. ALSO EXCEPTING THEREFROM THE NORTH 50 FEET OF THE NORTHEAST QUARTER DEEDED TO THE COUNTY OF FRESNO BY DEED RECORDED DECEMBER 16, 1994, AS DOCUMENT NO. 94189224 OF OFFICIAL RECORDS.

Together with,

THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15, EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF.

Together with,

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE FRACTIONAL SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF.

Together with,

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

1 Together with,

2 FRACTIONAL SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO  
3 BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; EXCEPTING  
4 THEREFROM THE EAST 1/2 OF THE NORTHEAST 1/4; ALSO EXCEPTING THEREFROM  
5 THAT PORTION OF THE WEST 1/2 OF SAID SECTION 30 AS CONVEYED TO THE STATE  
6 OF CALIFORNIA IN THE DEED RECORDED FEBRUARY 05, 1960 IN BOOK 4339, PAGE 272  
7 AS DOCUMENT NO. 9195 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:  
8 BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION, SAID SOUTHWEST  
9 CORNER BEING AT COORDINATES Y=460,000.220 FEET AND X=1592578.160 FEET;  
10 THENCE (1) ALONG THE WEST LINE OF SAID SECTION, NORTH 01° 18' 31" EAST, 5307.60  
11 FEET TO THE NORTH LINE OF SAID SECTION; THENCE (2) ALONG SAID NORTH LINE,  
12 SOUTH 88° 37' 37" EAST, 141.64 FEET; THENCE (3) SOUTH 61° 18' 31" WEST, 82.72 FEET TO  
13 THE EAST LINE OF THE WEST 70 FEET OF SAID SECTION; THENCE (4) ALONG SAID  
14 EAST LINE, SOUTH 01° 18' 31" WEST, 5224.71 FEET; THENCE (5) SOUTH 58° 41' 29" EAST,  
15 82.72 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE (6) ALONG SAID SOUTH  
16 LINE, NORTH 88° 41' 39" WEST, 141.64 FEET TO THE POINT OF BEGINNING.  
17 ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF  
18 FRESNO BY DEEDS RECORDED JULY 22, 1966 IN BOOK 5339, PAGES 404 THROUGH 407  
19 AND 408 THROUGH 410, AS DOCUMENT NOS. 54601 AND 54602 OF OFFICIAL RECORDS,  
20 DESCRIBED AS FOLLOWS: THE NORTH 50 FEET OF SAID SECTION 30, EXCEPTING  
21 THEREFROM THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; ALSO EXCEPTING  
22 THEREFROM THE FOLLOWING: BEGINNING AT THE NORTHWEST CORNER OF SAID  
23 SECTION 30, SAID NORTHWEST CORNER BEING AT COORDINATES Y=465306.068 AND  
24 X=1592699.352 FEET; THENCE (1) EASTERLY, ALONG THE NORTH LINE OF SAID  
25 SECTION 30, SOUTH 88° 37' 37" EAST, A DISTANCE OF 141.64 FEET; THENCE (2)  
26 SOUTHWESTERLY, SOUTH 61° 18' 31" WEST, A DISTANCE OF 82.72 FEET; THENCE (3)  
27 SOUTHERLY, SOUTH 01° 18' 31" WEST, A DISTANCE OF 8.56 FEET; THENCE (4)  
28 WESTERLY, NORTH 88° 37' 37" WEST, A DISTANCE OF 70 FEET; THENCE (5)  
NORTHERLY, ALONG THE WEST LINE OF SAID SECTION 30, NORTH 01° 18' 31" EAST, A  
DISTANCE OF 50 FEET TO THE POINT OF BEGINNING. AND ALSO EXCEPTING  
THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF FRESNO BY DEED  
RECORDED JUNE 01, 1994 AS DOCUMENT NO. 94091739 OF OFFICIAL RECORDS, AND  
DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID  
SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION, SOUTH  
88° 38' 32" EAST, 141.64 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE  
ROUTE 33 (DERRICK AVENUE); THENCE SOUTH 01° 18' 10" WEST, 50.00 FEET, TO A  
POINT ON A LINE 50 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF  
SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH  
46° 18' 10" WEST, 101.31 FEET TO A POINT ON A LINE 70 FEET EASTERLY OF AND  
PARALLEL TO THE WEST LINE OF SAID SECTION, SAID LINE ALSO BEING THE EAST  
RIGHT-OF-WAY LINE OF STATE ROUTE 33 (DERRICK AVENUE); THENCE ALONG SAID  
RIGHT-OF-WAY LINE, NORTH 01° 18' 10" EAST, 71.71 FEET; THENCE ALONG A LINE 50  
FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION, SOUTH  
88° 38' 32" EAST, 71.64 FEET, TO THE TRUE POINT OF BEGINNING.

1 Together with,

2 THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF  
3 SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND  
4 MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.


4 Together with,

5 THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF  
6 SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND  
7 MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT  
8 APPROVED BY THE SURVEYOR GENERAL ON JANUARY 31, 1855.

8 Together with,

9 THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER  
10 OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST,  
11 MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES  
12 GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL ON  
13 JANUARY 31, 1855.

14 APN: 028-111-10, 028-111-07, 028-111-09, 028-111-02, 028-111-04, 028-111-01, 028-111-06 and  
15 028-111-19

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17 TYLER G. TRUJILLO  
18 PLS NO. 9607  
19 SURVEYING AND MAPPING, LLC.



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1 PARCEL 3:

2 THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF  
3 SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND  
4 MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

5 Together with,

6 THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF  
7 SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND  
8 MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

9 Together with,

10 THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF  
11 SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND  
12 MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

13 Together with,

14 THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF  
15 SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND  
16 MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

17 Together with,


18 THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF  
19 SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND  
20 MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

21 Together with,

22 THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP  
23 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO  
24 THE OFFICIAL PLAT THEREOF.

25 APN: 028-111-16, 028-111-13, 028-111-15, 028-111-14, and 028-111-17

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\_\_\_\_\_  
TYLER G. TRUJILLO  
PLS NO. 9607  
SURVEYING AND MAPPING, LLC.



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PARCEL 4:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MT. DIABLO BASE & MERIDIAN, ALL SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, SAID POINT BEING SOUTH 01°02'49" WEST, A DISTANCE OF 1,325.64 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 20 AND 21; THENCE SOUTH 88°57'32" EAST, A DISTANCE OF 665.35 FEET; THENCE SOUTH 01°03'29" WEST, A DISTANCE OF 502.75 FEET; THENCE SOUTH 89°26'42" EAST, A DISTANCE OF 665.28 FEET; THENCE SOUTH 01°04'09" WEST, A DISTANCE OF 778.99 FEET TO A POINT ON THE NORTH MARGIN OF THE W. MANNING AVE. R.O.W.; THENCE NORTH 88°56'21" WEST ALONG SAID NORTH R.O.W. MARGIN, A DISTANCE OF 1,330.20 FEET TO THE INTERSECTION OF SAID NORTH R.O.W. MARGIN AND THE WEST LINE OF SAID SECTION 21; THENCE NORTH 01°02'49" EAST ALONG SAID WEST LINE OF SECTION 21, A DISTANCE OF 1,275.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.33 ACRES (1,364,871 SQ. FT.) OF LAND, MORE OR LESS.

APN: PORTION OF 028-071-47

  
\_\_\_\_\_  
TYLER G. TRUJILLO  
PLS NO. 9607  
SURVEYING AND MAPPING, LLC.




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### Westland's Property

Real property in the unincorporated area of the County of Fresno, State of California, described as follows:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 14 EAST, M.D.B. & M., COUNTY OF FRESNO, CALIFORNIA, DESCRIBED AS FOLLOWS: THE SOUTH 200 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25. EXCEPTING THEREFROM THE EAST 30 FEET OF SECTION 25 LYING WITHIN STATE HIGHWAY 33 AS DESCRIBED IN GRANT DEED RECORDED AUGUST 4, 1958 IN BOOK 4097, PAGE 371 OF OFFICIAL RECORDS.

APN: PORTION OF 028-101-72 and PORTION OF 028-101-74

  
\_\_\_\_\_  
TYLER G. TRUJILLO  
PLS NO. 9607  
SURVEYING AND MAPPING, LLC.



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**EXHIBIT C-1**  
**Form of RE Scarlet LLC Easement**  
**[See Attached]**

**RECORDING REQUESTED BY:**

STEVEN E. WHITE, DIRECTOR  
PUBLIC WORKS AND PLANNING  
DEPARTMENT, COUNTY OF FRESNO  
2220 Tulare Street, Sixth Floor  
Fresno, California 93721

**AND WHEN RECORDED MAIL TO:**

DAVID RANDALL, SENIOR PLANNER  
PUBLIC WORKS AND PLANNING  
DEPARTMENT, COUNTY OF FRESNO  
Development Services and Capital Projects Division  
2220 Tulare Street, Sixth Floor  
Fresno, California 93721

RECORDED FOR THE BENEFIT OF THE COUNTY OF  
FRESNO COUNTY, Exempt from Recording Fees; Gov.  
Code §§ 6103, 27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

**GRANT OF LIMITED ACCESS EASEMENT**

**Scarlet Solar Energy Project**

**(RE Scarlet LLC)**

THIS GRANT OF LIMITED ACCESS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by RE Scarlet LLC, a Delaware limited liability company (together with its designees, successors, and/or assigns, “GRANTOR”), in favor of the County of Fresno, a political subdivision of the State of California (“COUNTY”).

**I. RECITALS**

A. On September 9, 2021, pursuant to COUNTY Resolution No. 12905, subject to the conditions, mitigation measures, and project notes listed therein, COUNTY’s Planning Commission, under the California Environmental Quality Act (California Public Resources Code, Division 13, section 21000 *et seq.*), including the implementing CEQA Guidelines thereunder (Title 14, Division 6, Chapter 3, California Code of Regulations, section 15000 *et seq.*), certified Environmental Impact Report No. 7230 for an approximately 400-megawatt photovoltaic energy generating facility on

approximately 4,089 acres, adopted findings relating thereto, and approved and issued to GRANTOR Unclassified Conditional Use Permit (“CUP”) No. 3555. GRANTOR intends that the Project (defined in Recital I.B. hereof) represents the first phase of the project described in CUP No. 3555, however, neither the Reclamation Agreement (defined in Recital I.E. hereof), as provided in subsection 1(e) thereof, nor this Easement (defined in Section II.1 hereof), obligates COUNTY, either expressly or impliedly, to take any actions or to give any approvals necessary for any subsequent phase of such project described in CUP No. 3555 beyond the scope of the Project.

B. GRANTOR proposes to construct and operate an approximately 200-megawatt solar photovoltaic generation facility, 40-MW / 160 megawatt hour energy storage system, substation, and transmission lines, to be known as Scarlet Solar (collectively, the Scarlet Solar Energy Project or the “**Project**”), located on an approximately 2,070-acre site in unincorporated Fresno County (the “**Project Site**”), which Project Site consists of the Grantor Property (defined in Recital I.C. hereof), and the property (the “**Westlands Property**”) that is owned by Westlands Water District, a California water district (“**WESTLANDS**”), all as more particularly described in **Exhibit A**, attached hereto and incorporated by this reference.

C. GRANTOR represents, covenants, and warrants to COUNTY that GRANTOR, under that certain Grant Deed from WESTLANDS (“**Grant Deed**”), recorded in the official records of the Fresno County Recorder, on October 1, 2021 at 2:29 PM, as Document No. 2021-0161201 (the “**Record Title Date and Time**”), acquired sole fee ownership to, and remains the sole fee owner of, the portion of the Project Site covered by this Easement (defined in Section II.1. hereof), the legal description of which is set forth in **Exhibit B**, attached hereto and incorporated by this reference (the “**Grantor Property**”). GRANTOR further represents to COUNTY that GRANTOR granted to WESTLANDS that certain groundwater easement agreement over the Grantor Property to ratify and confirm certain existing easements and to grant certain additional groundwater easements to WESTLANDS (“**Groundwater Easement**”), and such groundwater easement agreement has been recorded against the Grantor Property in the official records of the Fresno County Recorder, on October 1, 2021, as of 2:29 PM, as Document No. 2021-0161203 (the “**Groundwater Easement**

**Record Date and Time**”), which was subsequent to such recordation of the Grant Deed in the official records of the Fresno County Recorder.

D. COUNTY’s Planning Commission conditioned approval of CUP No. 3555 on, among other things, GRANTOR’s compliance with a reclamation plan, prescribing the process for decommissioning, dismantling, and removal of the entire Project, and reclamation of all of the Project Site to its pre-project condition pursuant to the reclamation plan. Pursuant to a condition of such approval and the Reclamation Agreement (defined in Recital I.E. hereof), PROJECT OWNER and COUNTY agreed to certain modifications to such reclamation plan (collectively, such reclamation plan together with such modifications are the “**Reclamation Plan**”).

E. GRANTOR will eventually decommission, dismantle, and remove the entire Project, and reclaim all of the Project Site to its pre-project condition pursuant to the Reclamation Plan.

F. In order to secure GRANTOR’s faithful performance of all of its obligations under the Reclamation Plan, GRANTOR and COUNTY have entered into that certain Solar Project Reclamation Agreement, dated [*County will insert this date*], 2022 (the “**Reclamation Agreement**”) by which GRANTOR covenants to, among other things, fully comply with all of the provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposits (the “**Security**”). A true and complete copy of the Reclamation Plan is attached to the Reclamation Agreement, and incorporated therein by reference as Exhibit A thereto.

G. The term of CUP No. 3555 for the Project is thirty-five (35) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

H. The Reclamation Plan, and more specifically, the Reclamation Agreement, including subsection 1(a) thereof, require GRANTOR to decommission, dismantle, and remove the entire Project, and reclaim the all of Project Site to its pre-project condition pursuant to the Reclamation Plan (collectively, “**Reclamation**”) within twelve (12) months of the earliest to occur of any of the following, as reasonably determined by COUNTY’s Director of Public Works and Planning or such Director’s designee: (i) there has not been substantial development of the Project within two (2) years following COUNTY’s Planning Commission’s approval of, and issuance to GRANTOR, CUP No.

3555; (ii) the Project, or a substantial portion thereof, has not, following completion of construction of the Project, produced electricity for at least six (6) consecutive months within a twelve (12) month period, or for three hundred sixty five (365) non-consecutive calendar days within any twenty four (24) month period, during the term of the Reclamation Agreement; (iv) the expiration or early termination of CUP No. 3555; or (v) thirty-five (35) years from the commencement of operation of the Project, in its entirety.

I. GRANTOR is providing the Security to COUNTY to secure GRANTOR's (including any Transferee's, as defined in Section 6 of, and as provided under, the Reclamation Agreement) faithful performance of all of its obligations under the Reclamation Agreement. In the event GRANTOR (including any Transferee as defined in Section 6 of, and as provided under, the Reclamation Agreement) defaults under the Reclamation Agreement, COUNTY may draw on the Security and use the proceeds thereof to carry out the Reclamation of the Project Site, including the Grantor Property, in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement.

J. In the event COUNTY elects, in its sole discretion, to carry out the Reclamation of the Project and the Project Site, including the Grantor Property, in substantial conformity with Reclamation Plan, pursuant to the Reclamation Agreement, COUNTY must have the right to immediate, reasonable access the Grantor Property.

K. Any reference to "**Encumbrances**" in this Easement shall mean, in their context, liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, rights of way, rights of possession or occupancy, or any third party interests, of any kind.

## **II. GRANT OF LIMITED ACCESS EASEMENT**

1. GRANTOR hereby irrevocably establishes in favor of, and grants to COUNTY, including its contractors, officers, agents, employees, and representatives (collectively, "**COUNTY PARTIES**"), a nonexclusive access easement over, under, on, and across the Grantor Property (this "**Easement**"), solely for accessing the Grantor Property for the limited purpose of, in COUNTY's sole discretion, carrying out the Reclamation of the Project, to the extent that the Project is located on the Grantor Property, and the Grantor Property, in substantial conformity with the Reclamation Plan,

pursuant to the Reclamation Agreement, and for no other purpose, unless and until this Easement is terminated only pursuant to Section II.5. hereof, provided however, (i) COUNTY agrees that any such Reclamation by any of COUNTY PARTIES on the Grantor Property shall not destroy, damage, or endanger any of the water pipelines, or other third party infrastructure, including the fixtures, devices and appurtenances for such water pipelines and/or such other third party infrastructure (collectively, the **“Water Pipelines and Third Party Infrastructure”**), which are or will be located within in any of the areas covered by any third party easement and/or the Groundwater Easement within the Grantor Property, as reflected in the Reclamation Plan, provided that for any such Water Pipelines and Third Party Infrastructure that are or will be below the surface of the earth, such Water Pipelines and Third Party Infrastructure shall, at the time of such Reclamation on the Grantor Property by any of COUNTY PARTIES, be located at a reasonably-safe depth below the surface of the earth, and (ii) this Easement does not impose any obligation, either express or implied, upon COUNTY to carry out any of the Reclamation of the Project or the Grantor Property, or any portion of the Project or the Grantor Property, under the Reclamation Agreement or with respect to the Reclamation Plan.

2. No act, delay in acting, failure to act, or particular or partial exercise of any rights, under this Easement, and the rights granted herein, by COUNTY and/or any of the other COUNTY PARTIES shall be deemed to (i) constitute an abandonment, surrender, termination, waiver, or release of, or limitation on, this Easement, and the right granted herein, or (ii) impair, terminate, or otherwise affect the validity or effectiveness of this Easement, and the right granted herein. Nonuse, limited use, or intermittent use of this Easement, and the rights granted herein, for any duration shall not preclude or otherwise limit any future use of the entire scope of this Easement, and the rights granted herein, in the event the same is desired or needed, unless and until this Easement is terminated only pursuant to Section II.5. hereof.

3. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use the Grantor Property or to grant other licenses or easements on the Grantor Property, so long as such uses do not unreasonably interfere with this Easement, and the rights granted herein, provided however, the provisions of this Section II.3. are subject to the provisions of subsection II.11.(c) hereof.

4. This Easement shall be effective upon recordation of this Easement against the Grantor Property in the official records of the Fresno County Recorder (“**Effective Time and Date**”).

5. This Easement may only be terminated by COUNTY, upon COUNTY’s recordation of COUNTY’s release against the Grantor Property in the official records of the Fresno County Recorder, expressly releasing this Easement, and the rights granted herein, back to GRANTOR either due to the termination of the Reclamation Agreement pursuant to Section 8 thereof (Satisfaction of Reclamation Plan) or to COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete Reclamation of the Project, to the extent that the Project is located on the Grantor Property, and the Grantor Property, or otherwise in the COUNTY’s sole discretion. COUNTY shall undertake such recordation of such COUNTY’s release in a reasonably timely manner following such termination of the Reclamation Agreement or COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete Reclamation of the Project, to the extent that the Project is located on the Grantor Property, and the Grantor Property, or that COUNTY otherwise, in its sole discretion, desires such recordation, as applicable.

6. This Easement is subject only to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the official records of the Fresno County Recorder prior to the Effective Time and Date, including without limitation any and all Encumbrances so recorded prior to the Effective Time and Date, provided however, the provisions of this Section II.6. are subject to the provisions of subsection II.11.(c) hereof.

7. This Easement shall not be modified except upon a written amendment approved by COUNTY and GRANTOR. This Easement shall bind and inure to the benefit of the designees, successors, and/or assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party, except as provided in this Easement with respect to any COUNTY PARTIES (other than COUNTY) acting through COUNTY under this Easement.

8. This Easement may be executed in original counterparts, which taken together, shall constitute one and the same instrument.

9. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California. Any suits brought pursuant to this Easement shall be filed and heard in courts having jurisdiction and located in the Fresno County, State of California.

10. Upon GRANTOR's execution and delivery of this Easement to COUNTY, GRANTOR agrees to COUNTY's immediate recordation of this Easement against the Grantor Property in the official records of the Fresno County Recorder.

11. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement on behalf of GRANTOR has full power and authority to execute and deliver this Easement to COUNTY; (b) GRANTOR has full power and authority to authorize COUNTY to record this Easement against the Grantor Property in the official records of the Fresno County Recorder, as provided herein; and (c) notwithstanding anything to the contrary in this Easement, (i) as of the Record Title Date and Time, the Grantor Property was free and clear from any and all agreements, instruments, or documents, whether unrecorded or recorded against the Grantor Property in the official records of the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the Grantor Property, or any portion thereof, including without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, (ii) the Groundwater Easement, as recorded in the official records of the Fresno County Recorder on the Groundwater Easement Record Date and Time, does not allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the Grantor Property, or any portion thereof, that unreasonably interferes or would unreasonably interfere with this Easement, and the rights granted herein, (iii) the easements and crossings reflected in the Reclamation Plan with respect to the Grantor Property are the only rights, title, or interests in or to the Grantor Property that may impact this Easement, and the rights granted herein, provided however, such easements and crossings do not unreasonably interfere and would not unreasonably interfere with any of COUNTY PARTIES' immediate, reasonable access to the Grantor Property, including any portion thereof, in accordance with the limited purpose of Section II.1 hereof, and (iv) GRANTOR has not, since the Record Title

Date and Time, allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise promised or agreed to any of the foregoing), will not, allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity from creating or asserting any claim to, any right, title, or interest in or to, the Grantor Property, or any portion thereof, including without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, and in the event of such unreasonable interference, GRANTOR shall, at its own cost, promptly, to the extent reasonably necessary, eliminate or modify such unreasonable interference to the reasonable satisfaction of COUNTY, so that such interference is only a reasonable interference with this Easement, and the rights granted herein; provided however, COUNTY acknowledges that GRANTOR may not disallow or prohibit a governmental authority from exercising its sovereign right of eminent domain, and therefore, no representation, covenant, or warranty is given in subsection II.11(c)(i), (ii), and (iv) hereof as to the disallowance or prohibition of such governmental authority's exercise of such right.

12. The title of and section headings used in this Easement are for the purpose of convenience only, and neither the title hereof nor any section heading hereof shall modify or be used to interpret the provisions of this Easement.

13. The Recitals above are incorporated herein by reference as though fully set forth herein.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned have caused this Grant of Limited Access Easement to be executed and accepted the date hereinabove written.

GRANTEE:  
County of Fresno

GRANTOR:  
RE Scarlet LLC

ACCEPTED BY  
Steven E. White, PE, PLS, Director  
Department of Public Works and Planning

By \_\_\_\_\_  
Kris Cheney, Executive Vice  
President, West, Central, and  
Environmental Affairs

By \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
Daniel C. Cederborg  
Fresno County Counsel

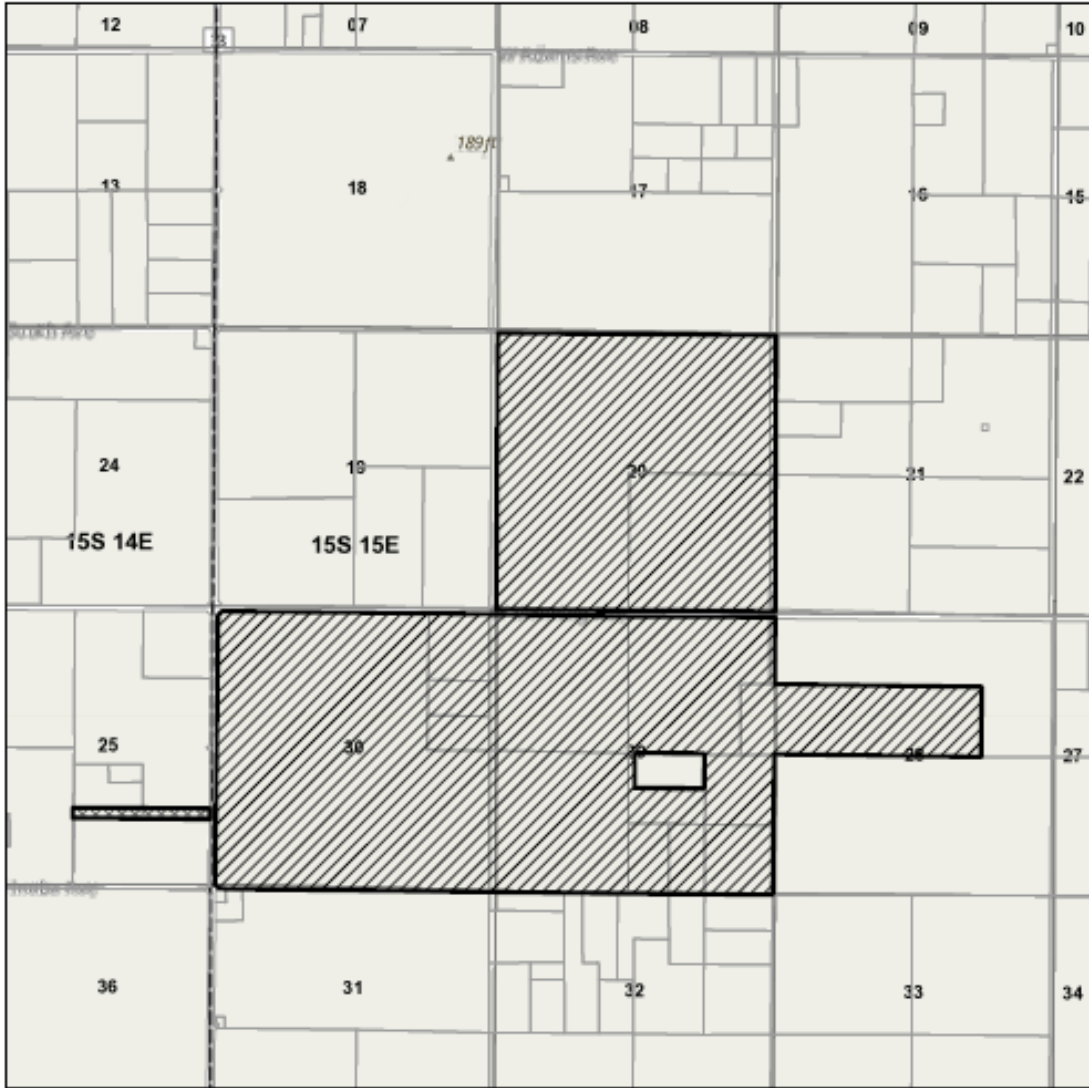
Mailing Address:  
RE Scarlet LLC  
c/o EDP Renewables North America LLC  
Attn: Chief Legal Officer  
P.O. Box 3827  
Houston, Texas 77253

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

**EXHIBIT A**

**Scarlet Solar Energy Project**

**Project Site**



<p><input type="checkbox"/> Fresno County Parcels</p> <p><input checked="" type="checkbox"/> Grantor Property</p> <p><input checked="" type="checkbox"/> Westlands Property</p>	<p><b>1 INCH : 0.75 MILES</b></p> <p>0 0.5 1 Miles</p>	<p><b>Scarlet I Solar Project</b></p> <p>-----</p> <p><b>Fresno County, CA</b></p>
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**EXHIBIT B**

**RE Scarlet LLC – Grantor Property**

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Fresno, State of California, described as follows:


PARCEL 1:

ALL OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPTING THEREFROM THE SOUTHEAST QUARTER OF SAID SECTION 20. ALSO EXCEPTING THEREFROM THE SOUTH 50 FEET OF SAID SECTION 20.

Together with,

THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THE SOUTH 50 FEET THEREOF AS GRANTED TO THE COUNTY OF FRESNO.

APN: 028-071-34 and 028-071-39

  
\_\_\_\_\_  
TYLER G. TRUJILLO  
PLS NO. 9607  
SURVEYING AND MAPPING, LLC.



PARCEL 2:

THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPTING THEREFROM THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER THEREOF. ALSO EXCEPTING THEREFROM THE NORTH 50 FEET OF THE NORTHEAST QUARTER DEEDED TO THE COUNTY OF FRESNO BY DEED RECORDED DECEMBER 16, 1994, AS DOCUMENT NO. 94189224 OF OFFICIAL RECORDS.

Together with,

THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15, EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF.

Together with,

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE FRACTIONAL SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF.

Together with,

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

FRACTIONAL SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; EXCEPTING THEREFROM THE EAST 1/2 OF THE NORTHEAST 1/4; ALSO EXCEPTING THEREFROM THAT PORTION OF THE WEST 1/2 OF SAID SECTION 30 AS CONVEYED TO THE STATE OF CALIFORNIA IN THE DEED RECORDED FEBRUARY 05, 1960 IN BOOK 4339, PAGE 272 AS DOCUMENT NO. 9195 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION, SAID SOUTHWEST CORNER BEING AT COORDINATES Y=460,000.220 FEET AND X=1592578.160 FEET; THENCE (1) ALONG THE WEST LINE OF SAID SECTION, NORTH 01° 18' 31" EAST, 5307.60 FEET TO THE NORTH LINE OF SAID SECTION; THENCE (2) ALONG SAID NORTH LINE, SOUTH 88° 37' 37" EAST, 141.64 FEET; THENCE (3) SOUTH 61° 18' 31" WEST, 82.72 FEET TO THE EAST LINE OF THE WEST 70 FEET OF SAID SECTION; THENCE (4) ALONG SAID EAST LINE, SOUTH 01° 18' 31" WEST, 5224.71 FEET; THENCE (5) SOUTH 58° 41' 29" EAST, 82.72 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE (6) ALONG SAID SOUTH LINE, NORTH 88° 41' 39" WEST, 141.64 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF FRESNO BY DEEDS RECORDED JULY 22, 1966 IN BOOK 5339, PAGES 404 THROUGH 407 AND 408 THROUGH 410, AS DOCUMENT NOS. 54601 AND 54602 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS: THE NORTH 50 FEET OF SAID SECTION 30, EXCEPTING

THEREFROM THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; ALSO EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 30, SAID NORTHWEST CORNER BEING AT COORDINATES Y=465306.068 AND X=1592699.352 FEET; THENCE (1) EASTERLY, ALONG THE NORTH LINE OF SAID SECTION 30, SOUTH 88° 37' 37" EAST, A DISTANCE OF 141.64 FEET; THENCE (2) SOUTHWESTERLY, SOUTH 61° 18' 31" WEST, A DISTANCE OF 82.72 FEET; THENCE (3) SOUTHERLY, SOUTH 01° 18' 31" WEST, A DISTANCE OF 8.56 FEET; THENCE (4) WESTERLY, NORTH 88° 37' 37" WEST, A DISTANCE OF 70 FEET; THENCE (5) NORTHERLY, ALONG THE WEST LINE OF SAID SECTION 30, NORTH 01° 18' 31" EAST, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING. AND ALSO EXCEPTING

THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF FRESNO BY DEED RECORDED JUNE 01, 1994 AS DOCUMENT NO. 94091739 OF OFFICIAL RECORDS, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88° 38' 32" EAST, 141.64 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROUTE 33 (DERRICK AVENUE); THENCE SOUTH 01° 18' 10" WEST, 50.00 FEET, TO A POINT ON A LINE 50 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 46° 18' 10" WEST, 101.31 FEET TO A POINT ON A LINE 70 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF SAID SECTION, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF STATE ROUTE 33 (DERRICK AVENUE); THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01° 18' 10" EAST, 71.71 FEET; THENCE ALONG A LINE 50 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION, SOUTH 88° 38' 32" EAST, 71.64 FEET, TO THE TRUE POINT OF BEGINNING.

Together with,

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL ON JANUARY 31, 1855.

Together with,

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL ON JANUARY 31, 1855.

APN: 028-111-10, 028-111-07, 028-111-09, 028-111-02, 028-111-04, 028-111-01, 028-111-06 and 028-111-19

  
TYLER G. TRUJILLO  
PLS NO. 9607  
SURVEYING AND MAPPING, LLC.



PARCEL 3:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.


Together with,

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Together with,

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 028-111-16, 028-111-13, 028-111-15, 028-111-14, and 028-111-17

  
TYLER G. TRUJILLO  
PLS NO. 9607  
SURVEYING AND MAPPING, LLC.




PARCEL 4:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MT. DIABLO BASE & MERIDIAN, ALL SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, SAID POINT BEING SOUTH 01°02'49" WEST, A DISTANCE OF 1,325.64 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 20 AND 21; THENCE SOUTH 88°57'32" EAST, A DISTANCE OF 665.35 FEET; THENCE SOUTH 01°03'29" WEST, A DISTANCE OF 502.75 FEET; THENCE SOUTH 89°26'42" EAST, A DISTANCE OF 665.28 FEET; THENCE SOUTH 01°04'09" WEST, A DISTANCE OF 778.99 FEET TO A POINT ON THE NORTH MARGIN OF THE W. MANNING AVE. R.O.W.; THENCE NORTH 88°56'21" WEST ALONG SAID NORTH R.O.W. MARGIN, A DISTANCE OF 1,330.20 FEET TO THE INTERSECTION OF SAID NORTH R.O.W. MARGIN AND THE WEST LINE OF SAID SECTION 21; THENCE NORTH 01°02'49" EAST ALONG SAID WEST LINE OF SECTION 21, A DISTANCE OF 1,275.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.33 ACRES (1,364,871 SQ. FT.) OF LAND, MORE OR LESS.

APN: PORTION OF 028-071-47

  
\_\_\_\_\_  
TYLER G. TRUJILLO  
PLS NO. 9607  
SURVEYING AND MAPPING, LLC.



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**EXHIBIT C-2**  
**Form of Westlands Easement**  
**[See Attached]**

**RECORDING REQUESTED BY:**

STEVEN E. WHITE, DIRECTOR  
PUBLIC WORKS AND PLANNING  
DEPARTMENT, COUNTY OF FRESNO  
2220 Tulare Street, Sixth Floor  
Fresno, California 93721

**AND WHEN RECORDED MAIL TO:**

DAVID RANDALL, SENIOR PLANNER  
PUBLIC WORKS AND PLANNING  
DEPARTMENT, COUNTY OF FRESNO  
Development Services and Capital Projects Division  
2220 Tulare Street, Sixth Floor  
Fresno, California 93721

RECORDED FOR THE BENEFIT OF THE COUNTY OF  
FRESNO COUNTY, Exempt from Recording Fees; Gov.  
Code §§ 6103, 27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

**GRANT OF LIMITED ACCESS EASEMENT**

**Scarlet Solar Energy Project**

**(Westlands Water District)**

THIS GRANT OF LIMITED ACCESS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by Westlands Water District, a California water district (together with its designees, successors, and/or assigns, “GRANTOR”), in favor of the County of Fresno, a political subdivision of the State of California (“COUNTY”).

**I. RECITALS**

A. On September 9, 2021, pursuant to COUNTY Resolution No. 12905, subject to the conditions, mitigation measures, and project notes listed therein, COUNTY’s Planning Commission, under the California Environmental Quality Act (California Public Resources Code, Division 13, section 21000 *et seq.*), including the implementing CEQA Guidelines thereunder (Title 14, Division 6, Chapter 3, California Code of Regulations, section 15000 *et seq.*) (collectively, the California Environmental Quality Act, including such CEQA Guidelines thereunder, are “CEQA”) certified

Environmental Impact Report No. 7230 for an approximately 400-megawatt photovoltaic energy generating facility on approximately 4,089 acres, adopted findings relating thereto, and approved and issued to PROJECT OWNER (defined in Recital I.C. hereof) Unclassified Conditional Use Permit (“CUP”) No. 3555. GRANTOR served as a responsible agency (as defined in California Public Resources Code section 21069 and under CEQA Guidelines, section 15381) in COUNTY’s environmental review process, under CEQA, for the project described in CUP No. 3555, and, on April 5, 2022, GRANTOR filed its notice of determination, under CEQA, with the County Clerk, reflecting GRANTOR’s review of EIR No. 7230 and approval of the project described in CUP No. 3555.

B. COUNTY represents to GRANTOR, and GRANTOR acknowledges, that the PROJECT OWNER intends that the Project (defined in Recital I.C. hereof) represents the first phase of the project described in CUP No. 3555, however, COUNTY further represents that COUNTY and PROJECT OWNER agree, and GRANTOR acknowledges, that neither the Reclamation Agreement (defined in Recital I.H. hereof), as provided in subsection 1(e) thereof, nor this Easement (defined in Section II.1 hereof), obligates COUNTY, either expressly or impliedly, to take any actions or to give any approvals necessary for any subsequent phase of such project described in CUP No. 3555 beyond the scope of the Project.

C. RE Scarlet LLC, a Delaware limited liability company (the “**PROJECT OWNER**”), proposes to construct and operate an approximately 200-megawatt solar photovoltaic generation facility, 40-MW / 160 megawatt hour energy storage system, substation, and transmission lines, to be known as Scarlet Solar (collectively, the Scarlet Solar Energy Project or the “**Project**”), located on an approximately 2,070-acre site in unincorporated Fresno County (the “**Project Site**”), which Project Site consists of the Grantor Property (defined in Recital I.E. hereof) and the property that is owned by PROJECT OWNER (the “**Project Owner Property**”), all as more particularly described in **Exhibit A**, attached hereto and incorporated by this reference.

D. In connection with the Project, GRANTOR represents to COUNTY, and COUNTY acknowledges, that GRANTOR granted to PROJECT OWNER that certain transmission easement (the “**Transmission Easement**”) over the Grantor Property for placement of certain Project facilities, and that the Transmission Easement has been recorded against the Grantor Property in the official records

of the Fresno County Recorder, on October 1, 2021, as of 2:29 PM, as Document No. 2021-0161202 (the “**Transmission Easement Recordation Date and Time**”).

E. GRANTOR represents, covenants, and warrants to COUNTY that GRANTOR is the sole fee owner of the portion of the Project Site covered by this Easement (defined in Section II.1. hereof), the legal description of which is set forth in **Exhibit B**, attached hereto and incorporated by this reference (the “**Grantor Property**”).

F. The COUNTY’s Planning Commission conditioned approval of CUP No. 3555 on, among other things, PROJECT OWNER’s compliance with a reclamation plan, prescribing the process for decommissioning, dismantling, and removal of the entire Project, and reclamation of all of the Project Site to its pre-project condition pursuant to the reclamation plan. COUNTY represents to GRANTOR, and GRANTOR acknowledges, that pursuant to a condition of such approval and the Reclamation Agreement (defined in Recital I.H. hereof), PROJECT OWNER and COUNTY agreed to certain modifications to such reclamation plan (collectively, such reclamation plan together with such modifications are the “**Reclamation Plan**”).

G. PROJECT OWNER will eventually decommission, dismantle, and remove the entire Project, and reclaim all of the Project Site to its pre-project condition pursuant to the Reclamation Plan.

H. In order to secure PROJECT OWNER’s faithful performance of all of its obligations under the Reclamation Plan, PROJECT OWNER and COUNTY have entered into that certain Solar Project Reclamation Agreement, dated [*County will insert this date*], 2022 (the “**Reclamation Agreement**”) by which PROJECT OWNER covenants to, among other things, fully comply with all of the provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposits (the “**Security**”). COUNTY represents to GRANTOR, and GRANTOR acknowledges, that a true and complete copy of the Reclamation Plan is attached to the Reclamation Agreement, and incorporated therein by reference as Exhibit A thereto.

I. The term of CUP No. 3555 for the Project is thirty-five (35) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

J. COUNTY represents to GRANTOR, and GRANTOR acknowledges, that the Reclamation Plan, and more specifically, the Reclamation Agreement, including subsection 1(a) thereof, require PROJECT OWNER to decommission, dismantle, and remove the entire Project, and reclaim all of the Project Site to its pre-project condition pursuant to the Reclamation Plan (collectively, “**Reclamation**”) within twelve (12) months of the earliest to occur of any of the following, as reasonably determined by COUNTY’s Director of Public Works and Planning or such Director’s designee: (i) there has not been substantial development of the Project within two (2) years following COUNTY’s Planning Commission’s approval of, and issuance to PROJECT OWNER, CUP No. 3555; (ii) the Project, or a substantial portion thereof, has not, following completion of construction of the Project, produced electricity for at least six (6) consecutive months within a twelve (12) month period, or for three hundred sixty five (365) non-consecutive calendar days within any twenty four (24) month period, during the term of the Reclamation Agreement; (iv) the expiration or early termination of CUP No. 3555; or (v) thirty-five (35) years from the commencement of operation of the Project, in its entirety.

K. PROJECT OWNER is providing the Security to COUNTY to secure PROJECT OWNER’s (including any Transferee’s, as defined in Section 6 of, and as provided under, the Reclamation Agreement) faithful performance of all of its obligations under the Reclamation Agreement.

L. In the event PROJECT OWNER (including any Transferee, as defined in Section 6 of, and as provided under, the Reclamation Agreement) defaults under the Reclamation Agreement, COUNTY may draw on the Security and use the proceeds thereof to carry out the Reclamation of the Project Site, including the Grantor Property, in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement.

M. In the event COUNTY elects, in its sole discretion, to carry out the Reclamation of the Project and the Project Site, including the Grantor Property, in substantial conformity with Reclamation Plan, pursuant to the Reclamation Agreement, COUNTY must have the right to immediate, reasonable access the Grantor Property.

N. Any reference to “**Encumbrances**” in this Easement shall mean, in their context, liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, rights of way, rights of possession or occupancy, or any third party interests, of any kind.

## **II. GRANT OF LIMITED ACCESS EASEMENT**

1. GRANTOR hereby irrevocably establishes in favor of, and grants to COUNTY, including its contractors, officers, agents, employees, and representatives (collectively, “**COUNTY PARTIES**”), a nonexclusive access easement over, under, on, and across the Grantor Property (this “**Easement**”), solely for accessing the Grantor Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the Reclamation of the Project, to the extent that the Project is located on the Grantor Property, in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose, unless and until this Easement is terminated only pursuant to Section II.7. hereof, provided however, this Easement does not impose any obligation, either express or implied, upon COUNTY to carry out any of the Reclamation of the Project or the Grantor Property, or any portion of the Project or the Grantor Property, under the Reclamation Agreement or with respect to the Reclamation Plan.

2. No act, delay in acting, failure to act, or particular or partial exercise of any rights, under this Easement, and the rights granted herein, by COUNTY and/or any of the other COUNTY PARTIES shall be deemed to (i) constitute an abandonment, surrender, termination, waiver, or release of, or limitation on, this Easement, and the right granted herein, or (ii) impair, terminate, or otherwise affect the validity or effectiveness of this Easement, and the right granted herein. Nonuse, limited use, or intermittent use of this Easement, and the rights granted herein, for any duration shall not preclude or otherwise limit any future use of the entire scope of this Easement, and the rights granted herein, in the event the same is desired or needed, unless and until this Easement is terminated only pursuant to Section II.7. hereof.

3. GRANTOR represents to COUNTY, and COUNTY acknowledges that, (i) only PROJECT OWNER owns the Project, (ii) GRANTOR does not have any rights, title, or interest in or to the Project or any portion thereof, and (iii) GRANTOR’s only obligations with respect to the Project are under this Easement and the Transmission Easement. Based on such representations, COUNTY

acknowledges that any obligations of PROJECT OWNER under the Reclamation Plan or Reclamation Agreement are not binding on GRANTOR as long as GRANTOR does not have any rights, title, or interest in or to the Project or any portion thereof, or have any obligations with respect to the management, operation, or Reclamation of the Project, or have any rights or obligations (in addition to the obligations under this Easement and the Transmission Easement) with respect to the Reclamation Plan, or the Reclamation Agreement, including as a Transferee, as defined in Section 6 of, and as provided, under the Reclamation Agreement, and therefore so long as all of such circumstances in this Section II.3. exist, COUNTY shall not have any rights to, and represents and agrees that it will not, file a suit, charge, complaint, demand, action or otherwise assert any claims against GRANTOR due solely to any actions taken by PROJECT OWNER with regard to the PROJECT and PROJECT OWNER's obligations under the Reclamation Plan or Reclamation Agreement, except as may be necessary for COUNTY, in its determination, to join or name GRANTOR, as sole fee owner of the Grantor Property (or as owner of any portion of any right, title, or interest in or to, the Grantor Property if GRANTOR is not then the sole fee owner of the Grantor Property), in the filing of any suit, charge, complaint, demand, or action, or in the assertion of any claim, involving COUNTY and PROJECT OWNER (including any Transferee, as defined in Section 6 of, and as provided, under the Reclamation Agreement) with respect to the Project, the Reclamation Agreement, or the Reclamation Plan. This Easement does not impose any obligation, liability, or responsibility on GRANTOR to carry out or fund any Reclamation on the Grantor Property.

4. COUNTY shall indemnify, defend, and hold GRANTOR harmless from and against any and all costs, claims, damages, losses, or liabilities (including, without limitation, court costs and reasonable attorney's fees) arising out of or connected in any manner with the use of this Easement by COUNTY and its agents, employees, and contractors, except to the extent such loss or damage which was caused by the negligence or willful misconduct of GRANTOR.

5. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use the Grantor Property or to grant other licenses or easements on the Grantor Property, so long as such uses do not unreasonably interfere with this Easement, and the rights granted herein, provided however, the provisions of this Section II.5. are subject to the provisions of Section II.13.(c) hereof.

6. This Easement shall be effective upon recordation of this Easement against the Grantor Property in the official records of the Fresno County Recorder (“**Effective Time and Date**”).

7. This Easement may only be terminated by COUNTY, upon COUNTY’s recordation of COUNTY’s release against the Grantor Property in the official records of the Fresno County Recorder, expressly releasing this Easement, and the rights granted herein, back to GRANTOR either due to the termination of the Reclamation Agreement pursuant to Section 8 thereof (Satisfaction of Reclamation Plan) or to COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete Reclamation of the Project, to the extent that the Project is located on the Grantor Property, and the Grantor Property, or otherwise in the COUNTY’s sole discretion. COUNTY shall undertake such recordation of such COUNTY’s release in a reasonably timely manner following such termination of the Reclamation Agreement or COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete Reclamation of the Project, to the extent that the Project is located on the Grantor Property, and the Grantor Property, or that COUNTY otherwise, in its sole discretion, desires such recordation, as applicable.

8. This Easement is subject only to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the official records of the Fresno County Recorder prior to the Effective Time and Date, including without limitation any and all Encumbrances so recorded prior to the Effective Time and Date, provided however, the provisions of this Section II.8. are subject to the provisions of Section II.13.(c) hereof.

9. This Easement shall not be modified except upon a written amendment approved by COUNTY and GRANTOR. This Easement shall bind and inure to the benefit of the designees, successors, and/or assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party, except as provided in this Easement with respect to any COUNTY PARTIES (other than COUNTY) acting through COUNTY under this Easement.

10. This Easement may be executed in original counterparts, which taken together, shall constitute one and the same instrument.

11. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California. Any suits brought pursuant to this Easement shall be filed and heard in courts having jurisdiction and located in the Fresno County, State of California.

12. Upon GRANTOR's execution and delivery of this Easement to COUNTY, GRANTOR agrees to COUNTY's immediate recordation of this Easement against the Grantor Property in the official records of the Fresno County Recorder.

13. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement on behalf of GRANTOR has full power and authority to execute and deliver this Easement to COUNTY; (b) GRANTOR has full power and authority to authorize COUNTY to record this Easement against the Grantor Property in the official records of the Fresno County Recorder, as provided herein; and (c) notwithstanding anything to the contrary in this Easement, (i) as of the Transmission Easement Recordation Date and Time, the Grantor Property was free and clear from any and all agreements, instruments, or documents, whether unrecorded or recorded against the Grantor Property in the official records of the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the Grantor Property, or any portion thereof, including without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, (ii) the Transmission Easement, as recorded in the official records of the Fresno County Recorder on the Transmission Easement Recordation Date and Time, does not allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the Grantor Property, or any portion thereof, that unreasonably interferes or would unreasonably interfere with this Easement, and the rights granted herein, (iii) the Transmission Easement, and crossing reflected in the Reclamation Plan with respect to the Grantor Property, are the only rights, title, or interests in or to the Grantor Property that may impact this Easement, and the rights granted herein, provided however, such Transmission Easement and crossing do not unreasonably interfere and would not unreasonably interfere with any of COUNTY PARTIES' immediate, reasonable access to the Grantor Property, including any portion thereof, in accordance with the limited purpose of Section II.1 hereof, and (iv)

GRANTOR has not, since the Transmission Easement Recordation Date and Time, allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise promised or agreed to any of the foregoing), will not, allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity from creating or asserting any claim to, any right, title, or interest in or to, the Grantor Property, or any portion thereof, including without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, and in the event of such unreasonable interference, GRANTOR shall, at its own cost, promptly, to the extent reasonably necessary, eliminate or modify such unreasonable interference to the reasonable satisfaction of COUNTY, so that such interference is only a reasonable interference with this Easement, and the rights granted herein; provided however, COUNTY acknowledges that GRANTOR may not disallow or prohibit a governmental authority from exercising its sovereign right of eminent domain, and therefore, no representation, covenant, or warranty is given in subsection II.13(c)(i), (ii), and (iv) as to the disallowance or prohibition of such governmental authority's exercise of such right.

14. The title of and section headings used in this Easement are for the purpose of convenience only, and neither the title hereof nor any section heading hereof shall modify or be used to interpret the provisions of this Easement.

15. The Recitals above are incorporated herein by reference as though fully set forth herein.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned have caused this Grant of Limited Access Easement to be executed and accepted the date hereinabove written.

GRANTEE:  
County of Fresno

GRANTOR:  
Westlands Water District

ACCEPTED BY  
Steven E. White, PE, PLS, Director  
Department of Public Works and Planning

By \_\_\_\_\_  
Jose Gutierrez  
Chief Operating Officer

By \_\_\_\_\_

Mailing Address:  
P.O. Box 6056  
Fresno, CA 93703

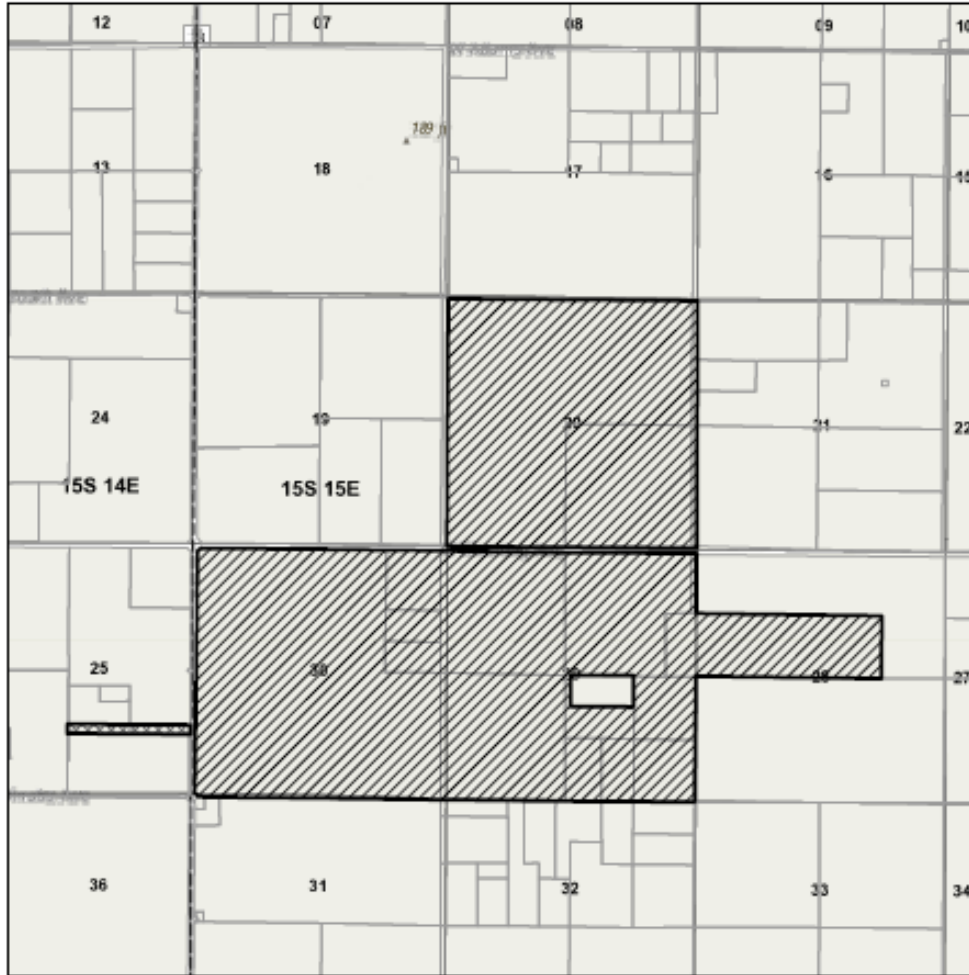
APPROVED AS TO LEGAL FORM  
Daniel C. Cederborg  
Fresno County Counsel

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

# EXHIBIT A

## Scarlet Solar Energy Project

### Project Site



Fresno County Parcels	<b>1 INCH : 0.75 MILES</b>	<b>Scarlet I Solar Project</b>
Project Owner Property		-----
Grantor Property		
		<b>Fresno County, CA</b>

**EXHIBIT B**


**Westlands Water District – Grantor Property**

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Fresno, State of California, described as follows:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 14 EAST, M.D.B.& M., COUNTY OF FRESNO, CALIFORNIA, DESCRIBED AS FOLLOWS: THE SOUTH 200 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25. EXCEPTING THEREFROM THE EAST 30 FEET OF SECTION 25 LYING WITHIN STATE HIGHWAY 33 AS DESCRIBED IN GRANT DEED RECORDED AUGUST 4, 1958 IN BOOK 4097, PAGE 371 OF OFFICIAL RECORDS.

APN: PORTION OF 028-101-72 and PORTION OF 028-101-74

  
\_\_\_\_\_  
TYLER G. TRUJILLO  
PLS NO. 9607  
SURVEYING AND MAPPING, LLC.



**Certificate Of Completion**

Envelope Id: 86242DD5B9D74636B242656E40B7E04F	Status: Completed
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Source Envelope:	
Document Pages: 116	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Kristofer Cheney Serrano Galvache 56, Olmo Madrid, Madrid 28033 Kristofer.Cheney@edpr.com IP Address: 74.92.171.189
Envelopeld Stamping: Enabled	
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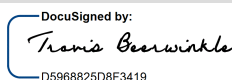
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**Signer Events**

Travis Beerwinkle  
travis.beerwinkle@edp.com  
Senior Counsel  
EDPR NA  
Security Level: Email, Account Authentication (None)

**Signature**

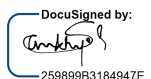
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Signed using mobile

**Timestamp**

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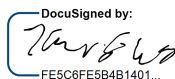
Sandhya Ganapathy  
sandhya.ganapathy@edp.com  
Chief Executive Officer  
SG  
Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**  
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Kristofer Cheney  
kristofer.cheney@edpr.com  
Executive Vice President  
EDPR NA  
Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**  
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	7/1/2022 7:11:36 PM
Completed	Security Checked	7/1/2022 7:11:36 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, EDPR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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