

KEY ENERGY STORAGE I PROJECT RECLAMATION AGREEMENT

This KEY ENERGY STORAGE I PROJECT RECLAMATION AGREEMENT (“**Agreement**”) is entered into this October 21, 2025 (“**Effective Date**”), by and between the COUNTY OF FRESNO, a political subdivision of the State of California (“**COUNTY**”), and KEY ENERGY STORAGE, LLC, a Delaware limited liability company registered in the State of California (“**APPLICANT**”), each a “**Party**” and collectively, the “**Parties**.”

RECITALS:

A. On October 10, 2024, pursuant to County Resolution No. 13063, subject to the conditions, mitigation measures, and project notes listed therein, the 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 (“**EIR**”) No. 8189 for the Key Energy Storage Project, which consists of four phases, and approved and issued to APPLICANT Unclassified Conditional Use Permit (“**CUP**”) No. 3734. The certified EIR No. 8189 and such approved and issued CUP No. 3734 are collectively referred to herein as the “**Approvals**.” The Approvals defined in this Agreement refer only to Phase I of the Key Energy Storage Project. Along with the Approvals, the Planning Commission approved CUP Nos. 3802, 3803, and 3804, corresponding to Phases II through IV.

B. As a condition of the Approvals, COUNTY’s Planning Commission required APPLICANT’s compliance with “the Draft Reclamation Plan as submitted to the Planning Commission and prepared for the decommissioning of the facility when operation ceases.” The reclamation plan identified by the Planning Commission consists of four plans, one for each project phase, which are each dated July of 2024. The same condition of the Approvals allows APPLICANT to make “[r]easonable modifications” to the submitted reclamation plan “to address changes of scope and configuration of the final Site Plan and improvements,” but requires that the

1 reclamation plan “be reviewed and approved as final by the County of Fresno,
2 Department of Public Works and Planning [**“Department”**] prior to the issuance of any
3 development permits.”

4 C. On December 11, 2024, the Director of Public Works and Planning or such Director’s
5 designee (collectively, the **“Director”**) approved the Key BESS – Phase 1
6 Reclamation Plan For Battery Energy Storage Facility (**“Reclamation Plan”**). A true
7 and complete copy of the Reclamation Plan is attached hereto and incorporated
8 herein by reference as **Exhibit A**.

9 D. The Approvals and Reclamation Plan describe a project consisting of an
10 approximately 300 megawatt (**“MW”**) / 1640 MW-hour (**“MW-h”**) standalone battery
11 energy storage system, overhead transmission line, and supporting electrical
12 infrastructure, connected to the PG&E Gates Substation, to be built in a single phase
13 as described by this Agreement (collectively, the **“Project”**). APPLICANT represents
14 to COUNTY that the Project described herein will be fully capable, once completed
15 according to its manufacturer’s specifications, of independent operation and of
16 supplying power to the power grid.

17 E. The Project will be situated on and within a single parcel of real property consisting of
18 approximately 160 acres, identified in the Approvals, generally located on the south
19 side of W. Jayne Avenue, between Interstate 5 and S. Lassen Avenue (State Route
20 269), and approximately 3.8 miles southwest of the City of Huron, in unincorporated
21 Fresno County, as more particularly shown on **Exhibit B**, attached hereto and
22 incorporated herein by reference solely for the purpose of illustrating the location of
23 the Project.

24 F. Generally, the Reclamation Plan states that, at the end of its expected 35-year useful
25 life, the Project would be decommissioned and dismantled, and the Project site
26 restored to an agricultural use-ready condition in accordance with all applicable codes
27 and regulations.
28

- 1 G. The Project will be situated on a single parcel of real property commonly referred to
2 by Assessor's Parcel Number ("**APN**") 085-040-58S, as more particularly described
3 on **Exhibit B-1**, attached hereto and incorporated herein by reference. The property
4 described in Exhibit B-1 is referred to herein as the "**Property**."
- 5 H. APPLICANT represents to COUNTY that fee title to the Property was vested in
6 APPLICANT (in its capacity as property owner, APPLICANT and its successors in
7 interest may be referred to in this Agreement as "**Property Owner**"), by Grant Deed
8 recorded in the Official Records of the County of Fresno on June 04, 2025 at
9 approximately 8:00 AM as Instrument No 2025-0053734.
- 10 I. As a further condition of the Approvals, the Planning Commission required that, prior
11 to the issuance of any further permit(s) for grading or development (and the Parties
12 agree that development includes construction or building), relating to the Project
13 (collectively, "**Grading or Development Permits**"), APPLICANT must enter into a
14 reclamation agreement with COUNTY to secure APPLICANT's obligations to "(1)
15 decommission, dismantle, and remove the project and reclaim the site to its pre-
16 project condition in accordance with the approved Reclamation Plan, and (2) maintain
17 a financial assurance to the County of Fresno, to secure the project owner's
18 obligations under the reclamation agreement, in an amount sufficient to cover the
19 costs of performing such obligations."
- 20 J. To secure APPLICANT's faithful performance of all its obligations under the
21 Reclamation Plan, the Planning Commission further required APPLICANT to maintain
22 a financial assurance "in the form of cash and maintained through an escrow
23 arrangement acceptable to the County of Fresno." The amount of this Cash Security
24 (defined in Section 2(a) below) "shall (1) initially cover the project owner's cost of
25 performing its obligations under the reclamation agreement..., based on the final
26 County of Fresno-approved design of the project, which cost estimate shall be
27 provided by the project owner to the County of Fresno, and be subject to approval by
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1 the County of Fresno, and (2) be automatically increased annually, due to increases
2 in costs, using the Engineering News-Record construction cost index.”

3 K. APPLICANT shall make the deposits of the Cash Security into an escrow account, as
4 required herein, which shall be (i) in the initial minimum amount equal to the licensed
5 professional engineer’s written cost estimate, which is **four million, twenty-six**
6 **thousand, seven hundred an twenty-four, and no/100 dollars (\$4,026,724.00)**
7 **(“Initial Minimum Deposit”)**, plus such annual increases reflecting increased
8 construction costs reflected in the Engineering News-Record (“**ENR**”) construction
9 cost index and each such subsequent deposit by APPLICANT shall be without the
10 requirement of any demand or notice by COUNTY, (ii) subject to an Escrow
11 Agreement (defined below), in a form and substance satisfactory to COUNTY as
12 provided in this Agreement, among COUNTY, APPLICANT, and a financial institution
13 having minimum Federal Deposit Insurance Corporation (FDIC) insurance coverage
14 under this Agreement, and (iii) the initial amount of such deposit shall be in compliance
15 with this Agreement and the Escrow Agreement prior to COUNTY’s issuance of any
16 Grading or Development Permits.

17 L. APPLICANT represents to COUNTY that APPLICANT intends to diligently undertake
18 and complete construction of the Project.

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

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

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

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

3 APPLICANT agrees that all of APPLICANT's activities set forth in the Reclamation
4 Plan with respect to the Project shall be deemed as requirements of APPLICANT under this
5 Agreement and are enforceable by COUNTY under the terms and conditions of this
6 Agreement. APPLICANT shall, at its own cost, fully perform and comply with all of the
7 provisions of the Reclamation Plan, including without limitation Section 2 (Major Activities)
8 and Section 3 (Preliminary Cost Estimates) thereof with respect to the Project, and
9 decommission, dismantle, and remove the entire Project, and reclaim all of the Property to
10 its pre-Project condition as an agricultural use-ready condition in accordance with all
11 applicable codes and regulations pursuant to the Reclamation Plan (collectively,
12 "**Reclamation**") within twelve (12) months of the earliest to occur of any of the following, as
13 reasonably determined by the Director: (i) there has not been substantial development of the
14 Project within two (2) years following the COUNTY's Planning Commission's approval of,
15 and issuance to APPLICANT, CUP No. 3734; (ii) the Project, or a substantial portion thereof,
16 has not, following completion of construction of the Project, or any phase thereof, produced
17 electricity for at least six (6) consecutive months within a twelve (12) month period, or for
18 three hundred sixty five (365) non-consecutive calendar days within any twenty four (24)
19 month period, during the term of this Agreement; (iii) the expiration or early termination of
20 CUP No. 3734, as amended; or (iv) thirty-five (35) years from the commencement of
21 operation of the Project (each, an "**Event of Project Cessation**"). For the purposes of Event
22 of Project Cessation number (ii) in the foregoing sentence, the term "produced electricity"
23 includes the return of stored electrical supply to the grid. If there are any inconsistencies
24 between the terms and conditions of this Agreement (excluding the Reclamation Plan) and
25 the provisions of the Reclamation Plan with respect to the Project and/or the Property, such
26 inconsistencies shall be resolved by giving precedence to the terms and conditions this
27 Agreement (excluding the Reclamation Plan) over the provisions of the Reclamation Plan
28 with respect to the Project and/or the Property.

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

2 (i) APPLICANT shall, within thirty (30) calendar days following
3 completion of construction of the Project, provide written notice thereof to COUNTY pursuant
4 to Section 5 of this Agreement accompanied by a complete as-built site plan of the Project
5 in paper and digital Portable Document Format "PDF" or other format acceptable to
6 COUNTY, setting forth each location of the actually-constructed Project, provided however,
7 APPLICANT's failure to provide or delay in providing such notice, or as-built site plan to
8 COUNTY shall not prohibit COUNTY from exercising its rights and remedies under this
9 Agreement.

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

15 In addition to the foregoing paragraph, upon COUNTY's written request to
16 APPLICANT, which shall be made in the manner for providing notice pursuant to Section 5
17 of this Agreement, concerning whether there is any Event of Project Cessation, APPLICANT
18 shall, not later than ten (10) calendars days after receipt of such request, provide written
19 responsive notice to COUNTY pursuant to Section 5 of this Agreement, which responsive
20 notice shall be accompanied by copies of, or electronic links to, the records, so requested by
21 COUNTY, concerning the status of the Project's development, and of the Project's operation
22 and electricity production. APPLICANT shall retain and maintain such records for a minimum
23 of five (5) years from their creation.

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

25 It is understood that time is of the essence in the performance of all obligations under
26 this Agreement and the Reclamation Plan. Any reference in this Agreement to "business
27 days" shall mean COUNTY's business days.
28

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

2 Prior to APPLICANT obtaining any Grading or Development Permits from COUNTY
3 with respect to the Project, or any portion thereof, the following shall have occurred to
4 COUNTY's satisfaction: pursuant to subsection 2(b) of this Agreement, (1) APPLICANT,
5 COUNTY, and the Escrow Agent (as defined in subsection 2(a) of this Agreement), have
6 entered into an Escrow Agreement (as defined in subsection 2(a) of this Agreement), and
7 APPLICANT has delivered such fully-executed Escrow Agreement to COUNTY, and (2) by
8 the terms of the Escrow Agreement, APPLICANT has irrevocably delivered to the Escrow
9 Agent the initial amount of the Cash Security for the Escrow Agreement, which shall be in
10 the amount of the Initial Minimum Deposit (as defined in Recital K of this Agreement) for the
11 Project, and, the Escrow Agent has given COUNTY written confirmation of the Escrow
12 Agent's receipt of such Initial Minimum Deposit; and (ii) pursuant to Section 7 of this
13 Agreement, the Recordation of the Easement (as defined in Section 7 of this Agreement)
14 has occurred, as provided by and in compliance with Section 7 of this Agreement.

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

16 **(a) Definitions.**

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

25 **"Escrow Agent"** means a financial institution, appointed jointly by APPLICANT and
26 COUNTY (or otherwise, if necessary, by a court of competent jurisdiction), that receives the
27 Cash Security from APPLICANT, and is authorized under the Escrow Agreement to hold the
28 Cash Security, and to disburse the Cash Security to COUNTY upon COUNTY's drawing

1 thereunder. APPLICANT and COUNTY propose to jointly appoint, Citibank, NA as the initial
2 Escrow Agent.

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

11 **(b) Cash Security.**

12 As security to COUNTY for APPLICANT’s faithful performance of all of its obligations
13 to comply with the Reclamation Plan and the terms and conditions of this Agreement,
14 APPLICANT shall, and shall cause an Escrow Agent to, not later than five (5) business days
15 subsequent to the execution of this Agreement by the Parties, enter into an Escrow
16 Agreement among APPLICANT, COUNTY, and the Escrow Agent. Within three (3) business
17 days following APPLICANT’s, COUNTY’s, and the Escrow Agent’s execution of such Escrow
18 Agreement, APPLICANT shall irrevocably deliver to the Escrow Agent the initial amount of
19 the Cash Security for the Escrow Agreement, which shall be in the amount of the Initial
20 Minimum Deposit (as defined in Recital K of this Agreement) for the Project. The amount of
21 the Cash Security is not a limitation on APPLICANT’s obligations under this Agreement or
22 the Reclamation Plan.

23 Not later than December 1, 2025, and December 1 of each year following the Effective
24 Date hereof, APPLICANT shall, without the requirement of any demand or notice by
25 COUNTY, deposit additional cash necessary to cause the Cash Security to be increased by
26 a percentage equal to any annual increase in construction costs reflected in the ENR
27 construction cost index from October 1 of the previous year to October 1 of the then-current
28

1 year. As of the Effective Date, the ENR construction cost index is available at the following
2 Web address: ENR.com

3 As an example, assuming there is an annual increase in construction costs for 2025
4 (*i.e.*, the current year), if the ENR construction cost index for the period of October 1, 2024
5 (*i.e.*, for the previous year) through October 1, 2025 (*i.e.*, for the current year) reflects a 3.5%
6 increase in the cost of construction for 2025, APPLICANT would be required, by December
7 1, 2025, to deposit into the Cash Security an amount equal to 3.5% of the then total Cash
8 Security. Such calculations shall be made as if APPLICANT timely deposited the total
9 amount of the Initial Minimum Deposit (as defined in Recital K of this Agreement).

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

14 APPLICANT shall notify COUNTY as provided in Section 5 of this Agreement, with a
15 report stating the amount by which APPLICANT increased the Cash Security, supported by
16 the calculation of such increase with reference to the ENR construction cost index, or no
17 change in the Cash Security, supported by the calculation of such decrease or no change
18 with reference to the ENR construction cost index, not later than January 15 of the year
19 following the increase or no change in the Cash Security, as applicable, provided however
20 that, if such construction cost information is not available, then APPLICANT shall provide
21 notice of such unavailability to COUNTY, including any reasonably-estimated date of such
22 availability if such estimated date is available to APPLICANT and continue to reasonably
23 keep COUNTY so informed if such information continues to be unavailable for more than
24 fifteen (15) calendar days after such notice, and in any event APPLICANT shall promptly
25 provide such information once it becomes available, provided further however, if such
26 information is unavailable for forty-five (45) more calendar days after such notice, and if the
27 Director, in his or her sole and absolute judgment, determines that the ENR construction cost
28 index is no longer available during the term of this Agreement, the Director may, in his or her

1 sole and absolute discretion, replace the ENR construction cost index with another,
2 comparable construction cost index retroactive to the last date that the ENR construction
3 cost index was available, as the Director may determine in his or her sole and absolute
4 judgment, without necessity of any amendment or modification to this Agreement, by
5 notifying APPLICANT as provided in Section 5 of this Agreement, and APPLICANT shall use
6 such replacement comparable construction cost index for purposes of this subsection 2(b).
7 The provisions of this 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.
10 The Escrow Agent shall be acceptable to COUNTY. Without limiting the generality of the
11 foregoing requirements of the Escrow Agreement and Escrow Agent, APPLICANT shall, and
12 shall cause the Escrow Agent to, enter into an Escrow Agreement among APPLICANT,
13 COUNTY and the Escrow Agent in compliance with the following major requirements of the
14 Escrow Agreement, which major requirements are not an exhaustive list of requirements for
15 the Escrow Agreement:

16 (1) As provided in subsection 2(b) of this Agreement, APPLICANT shall irrevocably deliver
17 to the Escrow Agent the Initial Minimum Deposit (as defined in Recital K of this
18 Agreement), in US Currency, as the initial Cash Security for the exclusive purposes of
19 the Escrow Agreement. The Escrow Agent shall receive, and upon receipt immediately
20 deposit, and hold the Cash Security only in a savings deposit account of the Escrow
21 Agent for the exclusive purposes of the Escrow Agreement. APPLICANT acknowledges
22 and agrees that a savings deposit account does not include a money market account, a
23 certificate of deposit, or any account which is not immediately liquid. The Escrow Agent
24 shall cause the Cash Security, while on deposit with the Escrow Agent under the Escrow
25 Agreement, to be (i) interest-bearing, at a savings deposit rate available to members of
26 the public, and (ii) fully insured by the FDIC up to the lesser of (1) the amount of the Cash
27 Security while on deposit with the Escrow Agent under the Escrow Agreement, or (2) the
28 then-current maximum FDIC insurance coverage available for an FDIC-insured deposit

1 account. The Cash Security shall be maintained by the Escrow Agent as a separate
2 savings deposit account with its own ownership classification as being for the sole benefit
3 of COUNTY, which savings deposit account shall be distinct from any and all other
4 accounts or funds of the APPLICANT that might be maintained or held by the Escrow
5 Agent or its parent or affiliates, to ensure that the maximum FDIC insurance coverage
6 available for an FDIC-insured deposit account shall apply to the Cash Security. COUNTY
7 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
9 obtain earnings on the Cash Security.

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

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

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

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

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

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

1 (7) APPLICANT shall promise, covenant, and warrant to COUNTY and the Escrow Agent
2 that if COUNTY attempts to draw upon, or draws upon, the Cash Security, APPLICANT
3 (including APPLICANT's successors or assigns, or anyone claiming through
4 APPLICANT, or any other persons, firms, or entities acting at the direction, or under the
5 authority, of APPLICANT) shall not in any way whatsoever, either directly or indirectly,
6 defeat, interfere with, obstruct, or cause delay to said right of COUNTY to do so, including,
7 without limitation, demanding the Escrow Agent not to honor or pay COUNTY on any
8 draw upon the Cash Security, or taking any legal action against COUNTY and/or the
9 Escrow Agent, including the Escrow Funds, to stay, enjoin, or prevent COUNTY from
10 drawing upon the Cash Security, or taking any legal action against the COUNTY and/or
11 the Escrow Agent, including the Escrow Funds, to seek to suspend, invalidate, make
12 unenforceable, or terminate the Escrow Agreement, provided however, nothing in this
13 subsection 2(c)(7) precludes APPLICANT from any subsequent legal action against
14 COUNTY, after COUNTY has made a drawing upon the Escrow Funds and actually
15 received the drawn funds, on the ground that such drawing violated the Reclamation
16 Agreement, provided further however, COUNTY shall not be precluded from bringing any
17 cross-action against APPLICANT relating to same.

18 (8) The Escrow Agreement shall have requirements regarding APPLICANT's obligations for
19 indemnifying and defending COUNTY and the Escrow Agent, the Escrow Agent's
20 compensation which shall be payable solely and directly by APPLICANT with funds other
21 than the Cash Security, and COUNTY's right to receive and have immediate access to
22 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 the Escrow Agent
26 and APPLICANT notice that (i) all of the Cash Security has, according to the terms and
27 conditions of the Escrow Agreement, been paid to COUNTY, or (ii) the Cash Security no
28 longer is needed by COUNTY, and in the event that there is, to COUNTY's knowledge,

1 any remaining Cash Security at the time of such notice, COUNTY's notice shall state that
2 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
9 the Cash Security to be maintained by the Escrow Agent under an Escrow Agreement, as
10 provided herein, or under any replacement Escrow Agreement to be maintained by any new
11 Escrow Agent, as provided herein, without interruption in coverage, so that APPLICANT's
12 performance of its obligations under this Agreement are continuously secured by a Cash
13 Security with an Escrow Agent or new Escrow Agent, either by an Escrow Agreement or a
14 replacement Escrow Agreement, respectively, during the term of this Agreement. The
15 requirements under this Agreement for an Escrow Agreement shall apply to any replacement
16 Escrow Agreement, and the requirements under this Agreement for the Escrow Agent shall
17 apply to any new Escrow Agent. In the event that there should be a need for a replacement
18 Escrow Agreement, the determination whether a proposed replacement Escrow Agreement
19 is acceptable to COUNTY, COUNTY may consider whether the proposed replacement
20 Escrow Agreement complies substantially with the form and substance of the then-current
21 Escrow Agreement.

22 **3. DEFAULT.**

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

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

27 (b) APPLICANT fails to enter into, or fails to cause the Escrow Agent to enter
28 into, and deliver to COUNTY an Escrow Agreement among APPLICANT, COUNTY, and

Escrow Agent as required under subsection 2(b) of this Agreement;

(c) APPLICANT fails to make the Initial Minimum Deposit of Cash Security with the Escrow Agent, as required under subsection 2(b) of this Agreement;

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

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

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

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

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

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

(j) APPLICANT fails to observe or perform, in any material respect, any other obligation under this Agreement or the Reclamation Plan, including without limitation Reclamation, for a period of thirty (30) calendar days after COUNTY provides written notice to APPLICANT pursuant to Section 5 of this Agreement, stating the obligation APPLICANT has failed to perform, provided however, if the nature of the default is such that APPLICANT cannot reasonably cure the default within thirty (30) calendar days, APPLICANT shall have

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

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

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

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

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

25 **(o)** Any failure of Easement (as defined in Section 7 of this Agreement), which
26 are required and provided under Section 7 of this Agreement, to remain in full force and effect
27 according to its terms and conditions and recorded against the Property, in the official records
28 of the Fresno County Recorder;

1 **(p)** Any breach or default by APPLICANT, including any event occurring or
2 information becoming known that makes untrue any representation, covenant, or warranty
3 to COUNTY, by APPLICANT or the Property Owner, including any event occurring or
4 information becoming known that makes untrue any Property representation, covenant, or
5 warranty to COUNTY under the Easement (as defined in Section 7 of this Agreement), which
6 Easement (as defined in Section 7 of this Agreement) are required and provided under
7 Section 7 of this Agreement;

8 **(q)** The inability of COUNTY to access the Property, or any part thereof
9 necessary (in the sole and absolute discretion of the Director) to reclaim the Project under
10 this agreement, due to the inaccuracy or deficiency of any representation, covenant, or
11 warranty to COUNTY, by APPLICANT or the Property Owner under the Easement (as
12 defined in Section 7 of this Agreement), which Easement (as defined in Section 7 of this
13 Agreement) are required and provided under Section 7 of this Agreement; and

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

1 completing the cure not later than one hundred twenty (120) calendar days, or such later
2 number of days as agreed in writing between the Director and APPLICANT before the
3 expiration of such one hundred twenty (120) calendar day period, from the date of such
4 COUNTY notice to APPLICANT pursuant to Section 5 of this Agreement that APPLICANT is
5 in default under this subsection 3(r).

6 **4. COUNTY'S REMEDIES.**

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

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

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

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

2 This Agreement, including the Easement (which is provided and required under
3 Section 7 of this Agreement), does not impose any obligation, either express or implied, upon
4 COUNTY to carry out any of the Reclamation, or any portion thereof, under this Agreement.
5 If COUNTY draws upon the Cash Security, COUNTY, including its contractors, officers,
6 agents, employees, and representatives (collectively, "**COUNTY PARTIES**"), shall use the
7 proceeds thereof solely to perform the Reclamation in substantial conformity with the
8 Reclamation Plan pursuant to this Agreement; provided however, any such act by any
9 COUNTY PARTIES shall not obligate COUNTY to continue performance under, or to
10 complete, such Reclamation Plan, beyond the amount of such funds so drawn from the Cash
11 Security. Subject to the limitation of COUNTY's obligations (but not the COUNTY's rights) in
12 the foregoing sentence, COUNTY may, as COUNTY deems necessary, also use a portion
13 of such funds drawn from the Cash Security for COUNTY's reasonable administrative and
14 overhead costs in connection with the Reclamation, or any portion thereof, pursuant to the
15 Reclamation Plan, and for COUNTY's reasonable costs, if any, that any of COUNTY
16 PARTIES need to incur to obtain immediate, reasonable access to the Project and/or the
17 Property, or any portion of the Project and/or the Property (including, without limitation,
18 COUNTY's reasonable costs (including without limitation, legal fees and costs) of eliminating
19 or obtaining any modifications of any interferences with the Easement and the rights granted
20 therein, which Easement is required and provided under Section 7 of this Agreement), due
21 to any Event of Default under subsection 3(o), subsection 3(p) and/or subsection 3(q) of this
22 Agreement. COUNTY shall maintain records, for a period of one (1) year following the final
23 use of any funds drawn from the Cash Security, documenting the use of those funds, and
24 such records shall be made available to APPLICANT, within ten (10) calendar days following
25 written request thereof by APPLICANT.

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

27 APPLICANT promises, covenants, and warrants that that if COUNTY attempts to
28 draw upon, or draws upon, the Cash Security, APPLICANT (including APPLICANT's

1 successors or assigns, or anyone claiming through APPLICANT, or any other persons, firms,
2 or entities acting at the direction, or under the authority, of APPLICANT) shall not in any way
3 whatsoever, either directly or indirectly, defeat, interfere with, obstruct, or cause delay to said
4 right of COUNTY to do so, including, without limitation, demanding the Escrow Agent not to
5 honor or pay COUNTY on any draw upon the Cash Security, or taking any legal action
6 against COUNTY, COUNTY PARTIES, and/or the Escrow Agent, including the Escrow
7 Funds, to stay, enjoin, or prevent COUNTY from drawing upon the Cash Security, or taking
8 any legal action against COUNTY, COUNTY PARTIES, and/or the Escrow Agent, including
9 the Escrow Funds, to seek to suspend, invalidate, make unenforceable, or terminate the
10 Escrow Agreement, provided however, nothing in this subsection 4(c) precludes
11 APPLICANT from any subsequent legal action against COUNTY, after COUNTY has made
12 a drawing upon the Escrow Funds, on the ground that such drawing violated the Reclamation
13 Agreement, provided further however, COUNTY shall not be precluded from bringing any
14 cross-action against APPLICANT relating to same.

15 **(d) Other Remedies.**

16 Notwithstanding anything to the contrary in Section 4 of this Agreement, the
17 occurrence of an Event of Default shall entitle COUNTY to all any and all remedies available
18 under this Agreement and under the law, including without limitation, specific performance
19 and damages.

20 **5. NOTICES.**

21 All notices, consents, approvals, requests, correspondence, documents, reports,
22 demands and other communications (collectively, "**notice**") which the Parties are required or
23 desire to serve upon or deliver to one another shall be in writing and shall be sent by any of
24 the following methods: (a) personal delivery, in which case notice is effective upon delivery;
25 (b) certified or registered United States mail, return receipt requested, in which case notice
26 shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (c)
27 nationally recognized overnight courier (e.g., FedEx Corporation ("**FedEx**"), or United Parcel
28 Service (UPS)), with charges prepaid or charged to the sender's account, in which case

notice is effective on delivery to the recipient Party if delivery is confirmed by the delivery service addressed in the appropriate manner for the method of service, as set forth below:

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

APPLICANT:

Key Energy Storage, LLC
 Attn: Andrew Heymann
 700 Universe Blvd, Mailstop A3A
 Juno Beach, FL 33408

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

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 without limitation 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
4 than thirty (30) calendar days after the assignment, APPLICANT shall (i) provide written
5 notice of the assignment to COUNTY, together with the contact information for the
6 Transferee's duly authorized representative for purposes of receiving and giving notices
7 under Section 5 of this Agreement, (ii) cause Transferee to execute an assignment and
8 assumption agreement, in a form and substance reasonably satisfactory to COUNTY,
9 expressly assuming the obligations of the APPLICANT under this Agreement, (iii) provide
10 evidence reasonably satisfactory to COUNTY that the Transferee is, or shall become, the
11 sole permittee under the Approvals, and (iv) at least forty-five (45) days before the date upon
12 which the assignment and assumption agreement is presented to the Board of Supervisors
13 for approval and execution, provide to the Department payment for the COUNTY's actual
14 costs, including staff and attorney time, in the processing of the assignment to that date in
15 addition to five-thousand dollars and no/100 cents (\$5,000.00) as a deposit for COUNTY's
16 costs following that date and until the execution of the assignment and assumption
17 agreement by COUNTY. The Department shall, within sixty (60) days following the execution
18 of the assignment and assumption agreement by COUNTY, return any unused amount of
19 the five-thousand-dollar deposit collected pursuant to subsection 6(c)(iv) herein to
20 APPLICANT. COUNTY shall only advance the assignment and assumption agreement to
21 the Board of Supervisors for approval and execution upon timely payment of the full amount
22 described subsection 6(c)(iv) herein.

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

24 Upon such satisfaction of the above conditions, APPLICANT shall be relieved from all
25 obligations under this Agreement, save and except those obligations that, by their express
26 language, survive such an assignment and transfer. In the event that APPLICANT assigns
27 this Agreement as provided in Section 6 of this Agreement, COUNTY shall continue to have
28 all of the rights under the Escrow Agreement, or any replacement Escrow Agreement, as

1 applicable, held by COUNTY, unless and until COUNTY enters into a replacement Escrow
2 Agreement among the new Escrow Agent, COUNTY, and the Transferee, upon terms and
3 conditions acceptable to COUNTY, for the Transferee pursuant to Section 6 of this
4 Agreement. Notwithstanding the foregoing provisions of this subsection 6(c), the existing
5 Escrow Agreement may continue in effect according to its terms and conditions, if Transferee
6 becomes the sole APPLICANT under the Escrow Agreement.

7 **7. RECORDATION OF EASEMENT.**

8 To enable COUNTY PARTIES to immediate, reasonable access the Property for the
9 Reclamation purposes contemplated by this Agreement, APPLICANT shall (if APPLICANT
10 owns any portion of the Property), and shall cause the Property Owner, including any portion
11 thereof or any rights, title, or interests therein, to grant to COUNTY irrevocable a non-
12 exclusive reclamation easement over, under, on, and across each parcel of real property
13 constituting the Property ("**Easement**"), regardless of whether APPLICANT or any other
14 party is record owner of any part of the Property, including any rights, title, or interests therein.
15 To that end, APPLICANT promises, covenants, and warrants to COUNTY that, as of the
16 Effective Date, the Property is composed of a single parcel owned only by the APPLICANT.
17 Such Easement shall, in the sole and absolute discretion of COUNTY, be sufficient in its
18 scope, form, substance, and legal description to allow COUNTY PARTIES to undertake and
19 complete the Reclamation of the entire Project and all of the Property as provided in this
20 Agreement, and shall have the scope, be in the form, and contain the substance and legal
21 description of, the Easements, set forth in **Exhibit C ("Form of Easement")**.

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

26 The Parties acknowledge and agree that the Easement provides, among other things,
27 that the Easement is subject only to all superior matters of title on the Property, which have
28 been recorded against the Property in the official records of the Fresno County Recorder

1 prior to the Effective Time and Date (as defined in the Easement), including without limitation
2 any and all Encumbrances so recorded prior to the Effective Time and Date (as defined in
3 the Easement), provided however, that APPLICANT, in its capacity as Property Owner,
4 represents, covenants, and warrants to COUNTY therein, notwithstanding anything to the
5 contrary in the Easement, that (i) as of the Record Title Date and Time (as defined in the
6 Easement), the Property was free and clear from any and all agreements, instruments, or
7 documents, whether unrecorded or recorded against the Property in the official records of
8 the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise
9 promise or agree to any of the foregoing), or create or assert any claim to any right, title, or
10 interest in or to the Property, or any portion thereof, including without limitation any and all
11 Encumbrances, that unreasonably interfere or would unreasonably interfere with the
12 Easement, and the rights granted therein, (ii) Property Owner has not, since the Record Title
13 Date and Time (as defined in the Easement), allowed, granted, conferred, conveyed, ratified,
14 confirmed (or otherwise promised or agreed to any of the foregoing), will not allow, grant,
15 confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), and
16 will prohibit any person or entity from creating or asserting any claim to, any right, title, or
17 interest in or to, the Property, or any portion thereof, including without limitation any and all
18 Encumbrances (including, without limitation, the Option Memorandum), that unreasonably
19 interfere or would unreasonably interfere with the Easement, and the rights granted therein,
20 and (iii) in the event of such unreasonable interference, Property Owner shall, at its own cost,
21 promptly, to the extent reasonably necessary, eliminate or modify such unreasonable
22 interference to the reasonable satisfaction of COUNTY, so that such interference is only a
23 reasonable interference with the Easement, and the rights granted therein; provided
24 however, COUNTY acknowledges that Property Owner may not disallow or prohibit a
25 governmental authority from exercising its sovereign right of eminent domain, and therefore,
26 no representation, covenant, or warranty is given in the Easement as to the disallowance or
27 prohibition of such governmental authority's exercise of such right.

1 Within two (2) business days following the Parties' execution of this Agreement,
2 COUNTY shall provide APPLICANT with an execution-ready form of the Easement in the
3 scope, form, substance, and legal description required of the Easement, under this Section
4 7, and following receipt thereof, APPLICANT shall promptly, but not later than five (5)
5 business days from delivery of the execution-ready form of the Easement, deliver to
6 COUNTY such Easement, executed by Property Owner, in recordable form, and upon
7 COUNTY's receipt thereof, COUNTY is authorized to immediately record, and shall promptly
8 record, the Easement against the Property in the official records of the Fresno County
9 Recorder, and the latest date of such recordation of such Easement shall be deemed to be
10 the completion of the recordation of the Easement (collectively, the "**Recordation of the**
11 **Easement**"). COUNTY shall promptly provide APPLICANT a copy of the receipt of such
12 Recordation of the Easement.

13 **8. SATISFACTION OF RECLAMATION PLAN.**

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

18 The Director shall have sixty (60) calendar days to determine, in his or her sole
19 discretion, whether APPLICANT has failed to satisfy any of the provisions of the Reclamation
20 Plan. The Director shall provide written notice to APPLICANT pursuant to Section 5 of this
21 Agreement of the determination that COUNTY either accepts the Satisfaction Notice, in
22 which case COUNTY's notice shall be prominently entitled either "Notice of Acceptance
23 under the Reclamation Agreement" ("**Notice of Acceptance of Satisfaction**"), or that
24 COUNTY is dissatisfied with the Satisfaction Notice, in which case COUNTY's notice shall
25 identify what provisions of the Reclamation Plan remain unsatisfied, and may, in COUNTY's
26 discretion be accompanied by supporting written information, if any, for the reasons for the
27 notice, and such notice shall be prominently entitled "Notice of Dissatisfaction Under
28 Reclamation Agreement" ("**Notice of Dissatisfaction**"), as applicable.

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

15 Within ten (10) calendar days following such notice satisfaction being given by
16 COUNTY to APPLICANT, the Director shall terminate the Escrow Agreement as provided
17 therein and instruct the Escrow Agent to return the then-current amount of the Cash Security
18 to the APPLICANT. Upon the return of the then-current amount of the Cash Security to the
19 APPLICANT as provided by this Section 8, this Agreement shall terminate, and the rights
20 and obligations herein shall be of no further force or effect.

21 **9. GOVERNING LAW; VENUE.**

22 This Agreement is made and entered into in the State of California and shall be
23 deemed to have been executed and delivered within the State of California, and the rights
24 and obligations of the parties hereunder shall be governed by, and construed, and enforced
25 in accordance with the laws of the State of California. Any suits brought pursuant to this
26 Agreement shall be filed and heard in courts having jurisdiction and located in the Fresno
27 County, State of California.
28

1 **10. CONSTRUCTION OF AGREEMENT.**

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

5 **11. SEVERABILITY.**

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

9 **12. HEADINGS.**

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

12 **13. THIRD-PARTY BENEFICIARIES.**

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

16 **14. INDEPENDENT CAPACITY.**

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

19 **15. LEGAL AUTHORITY.**

20 Each Party represents and warrants to the other Party that such Party is duly
21 authorized and empowered to execute, enter into, and perform its obligations set forth in this
22 Agreement, and that the person (including an individual) or entity signing this Agreement on
23 behalf of such Party has been duly authorized to execute this Agreement on behalf of such
24 Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to
25 the terms, covenants, and conditions of this Agreement. Each Party further represents and
26 warrants to the other Party that no other person (including an individual) or entity is required
27 to give its approval or consent to this Agreement in order for such Party to authorize, enter
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1 into, and perform its obligations under this Agreement, or that if such approval or consent to
2 this Agreement is required, that such approval or consent has been obtained.

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

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

8 CSC - Lawyers Incorporating Service
9 2710 Gateway Oaks Drive,
10 Sacramento, CA 95833

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

17 **17. COUNTERPARTS.**

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

20 **18. AMENDMENT.**

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

23 **19. ENTIRE AGREEMENT.**

24 This Agreement constitutes the entire agreement between APPLICANT and COUNTY
25 with respect to the subject matter hereof and supersedes all previous agreements,
26 negotiations, proposals, commitments, writings, advertisements, publications, and
27 understanding of any nature whatsoever unless expressly included in this Agreement.
28

1 In the event of any inconsistency in interpreting the documents which constitute this
2 Agreement, the inconsistency shall be resolved by giving precedence in the following order
3 of priority:

- 4 (1) First, the Form of Easement (Exhibit C),
5 (2) Second, the text of this Agreement (excluding Exhibit A, Exhibit B, Exhibit B-1, and
6 Exhibit C),
7 (3) Third, the Legal Descriptions of the Property (Exhibit B-1),
8 (4) Fourth, the Third Addendum to the Reclamation Plan (Exhibit A),
9 (5) Fifth, the balance of the Reclamation Plan, including the first and third addenda
10 (Exhibit A), and
11 (6) Sixth, the Map of Property (Exhibit B).

12 **20. ELECTRONIC SIGNATURES.**

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

15 (a) An "electronic signature" means any symbol or process intended by an individual
16 signing this Agreement to represent their signature, including without limitation (1) a digital
17 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
18 scanned and transmitted (for example by PDF document) of a handwritten signature.

19 (b) Each electronic signature affixed or attached to this Agreement (1) is deemed
20 equivalent to a valid original handwritten signature of the person signing this Agreement for
21 all purposes, including without limitation evidentiary proof in any administrative or judicial
22 proceeding, and (2) has the same force and effect as the valid original handwritten signature
23 of that person.

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

27 (d) Each party using a digital signature represents that it has undertaken and
28 satisfied the requirements of California Government Code section 16.5, subdivision (a),

1 paragraphs (1) through (5), and agrees that each other party may rely upon that
2 representation.

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

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

3 **APPLICANT:**
4 **Key Energy Storage, LLC,**
5 a Delaware limited liability company

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

6 DocuSigned by:
Christine Seal

7 By: Christine Seal
8 Vice President

9 Date: September 15, 2025

Ernest Buddy Mendes
By: ERNEST "BUDDY" MENDES, Chairman of
the Board of Supervisors of the County of
Fresno

10 Date: 10-21-2025

11 **ATTEST:**
12 BERNICE E. SEIDEL, Clerk of the Board of
13 Supervisors, County of Fresno, State of
14 California

15 By: Hanam
16 Deputy

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EXHIBIT A
Reclamation Plan
[See Attached]

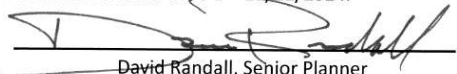
Key BESS – Phase 1 Reclamation Plan For Battery Energy Storage Facility

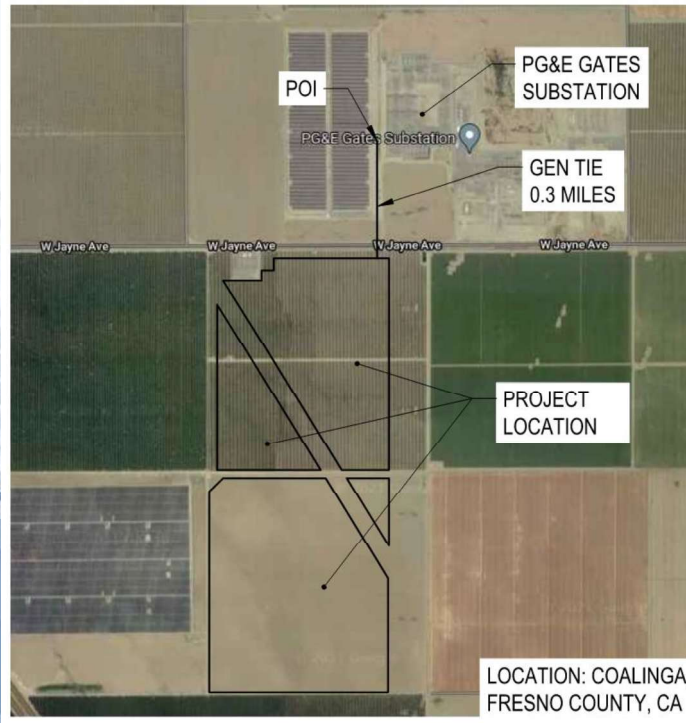


Developer:
NextEra Energy

Job# 21-1051-20
November 2024

Reviewed and accepted for Key Energy Storage Project:
Reclamation Plan Phase 1 – 12/11/2024.


David Randall, Senior Planner



Prepared by:
dk Engineering
Stacey Gella, PE

Prepared for:
Fresno County



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ABBREVIATIONS

AHJ	Authorities Having Jurisdiction
AISC	American Institute of Steel Construction
ASCE	American Society of Civil Engineers
BESS	Battery Energy Storage System
BOD	Basis of Design
BMS	Battery Management System
°C	Degrees Celsius
CMA	Capacity Management Agreement
EGC	Equipment Grounding Conductor
EMS	Energy Management System
EOR	Engineer of Record
EPC	Engineer, Procure, & Construct
ESS	Energy Storage System
FACP	Fire Alarm Control Panel
IBC	International Building Code
°F	Degrees Fahrenheit
kV	Kilovolt
kVA	Kilovolt-Amps
HVAC	Heating, Ventilation and Air Conditioning
IAPMO	International Association of Plumbing and Mechanical Officials
IES	Illumination Engineers Society
IFC	International Fire Code
IR	Infrared
LCP	Lighting Control Panel
LED	Light Emitting Diode
LPS	Lightning Protection System
MPT	Main Power Transformer
MVSS	Medium Voltage Sectionalizing Switchgear
MW	Megawatt
MWh	Megawatt-hour
mph	Miles per hour
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NOI	Notice of Intent
PCS	Power Conversion System
POI	Point of Interconnection
RFP	Request for Proposals
SCS	Soil Conservation Service
SPCC	Spill Protection
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Protection Plan
UL	United Laboratories
UMC	Uniform Mechanical Code
WAN	Wide Area Network
XHHW	High Heat-resistant Water-resistant
XLPE	Cross-linked Polyethylene

EXECUTIVE SUMMARY

This preliminary Decommissioning and Reclamation Plan has been developed for NextEra Energy Resources (NextEra) for the 300MW Phase 1 of the Key Battery Energy Storage project located in Coalinga, Fresno County, California. The Decommissioning and Reclamation Plan for Phases 1, 3 and 4 have been prepared separately. This preliminary plan outlines the main activities anticipated for the facility decommissioning and reclamation and presents a Class 5 cost estimate for such activities (per AACEI¹), in 2024 dollars (ignoring escalation).

All decommissioning activities shall be in accordance with local regulations and will adhere to the requirements of local governmental authorities, and in accordance with applicable state, federal or local permits and decommissioning agreements. The facility Owner or its representative will obtain any federal, state, or local permits, as required, for site reclamation and restoration to decommission activities prior to commencement of activities.

It is anticipated the Key facility will have a useful life of 25 years, with commercial operations beginning in 2026, and therefore facility decommissioning activities starting mid-2051. At the end of the project, all equipment on site will be disassembled, removed, and disposed of in accordance with state, federal, and local law. In general, decommissioning would proceed according to the following sequence:

- De-energization, shutdown, and Lock-Out / Tag-Out
- Disassembly and removal of battery modules
- Disassembly, removal, and disposal of BESS enclosures, PCSs, and related electrical equipment
- Disassembly of MV collection equipment, ground grid, and other underground electrical trenches
- Removal of foundations for BESS Yard
- Grading and backfill
- Re-vegetation and reclamation of land

Using publicly available sources, it is presently estimated these activities would cost approximately \$4.03 million (USD 2024) for reclamation of the 300MW (Phase 1) Key Battery Energy Storage Project.

¹ https://web.aacei.org/docs/default-source/toc/toc_18r-97.pdf?sfvrsn=4

1 INTRODUCTION

1.1 Project Overview

The Key Battery Energy Storage System (BESS) facility is a planned multi-phase battery energy storage facility in Fresno County, California, currently in development by NextEra Energy Resources, LLC (NextEra). NextEra plans to develop, construct, and operate Phase 1 (300MW) of the Key BESS project, which encompasses approximately 52.9 acres, including the project substation. This reclamation plan is only for Phase 1 of the project. The plans for Phases 1, 3, and 4 have been prepared separately.

PHASE	POWER @ POI (SEE NOTE 2)	PCS (BESS INVERTER & TRANSFORMER) QUANTITY
1 (Key)	300 MW	148
2 (Lock)	500 MW	246
3 (Lock 2)	350 MW	172
4 (Bolt)	360 MW	178
TOTAL	1510 MW	744

Figure 1: Key BESS capacity and PCS quantity by planned phase.

1.2 Document Purpose

This document is intended to provide a preliminary description of the planned reclamation and decommissioning activities and costs for Phase 1 of this project. Section 1 provides a very brief project description, which may be helpful for readers not familiar with Key BESS or battery energy storage facilities in general. For a more detailed description of the Key BESS facility, please refer to the associated Key Battery Energy Storage Project Description.

1.3 Project Location

The Key BESS project would be located just south of W Jayne Avenue, east of Interstate 5, in Coalinga, Fresno County, California.

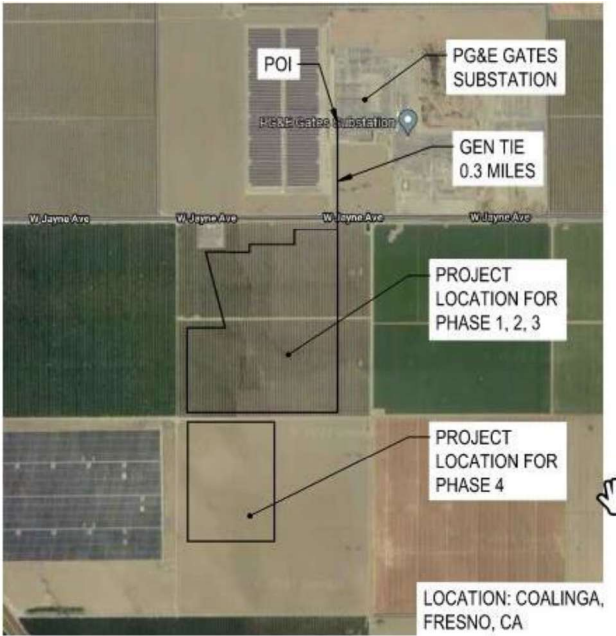


Figure 2: Potential location of the Key BESS Project.

1.4 Project Description

The project will utilize outdoor-rated enclosures (containing batteries), an on-site project substation, and associated on-site support facilities including inverters, collection lines, fencing, access roads, supervisory control, and data acquisition (SCADA), and other ancillary equipment. The project would connect to a nearby PG&E substation via an overhead 500kV line.

When the first phase is fully commissioned, the Key BESS site will utilize approximately 592 BESS enclosures, 120 Power Conversion System (PCS) units, and associated augmentation units. The typical arrangement for eight enclosures/cabinets, one PCS, and

the associated augmentation equipment is shown in Figure 3 to the right. This power block configuration is repeated into blocks up to 300MW blocks, as shown in Figure 4.

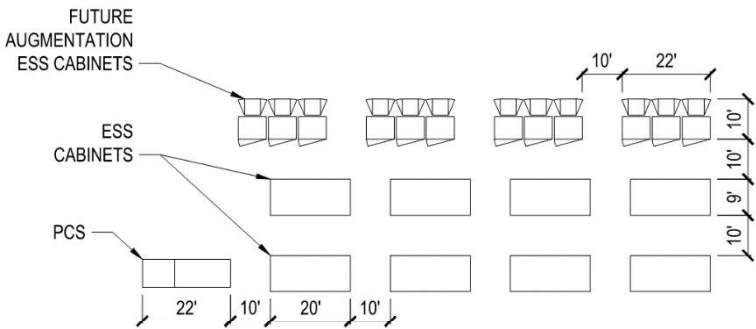


Figure 3: Key BESS typical power block layout

1.5 System Design and Operation

Each of these components is supported by a foundation. While many types of foundations are possible for this equipment, the current design is steel pile foundations.

The Key BESS site has a ring road, and roads also allow for access around each of the 50MW blocks. The site roads are expected to be a compacted gravel surface or similar. The BESS yard (the space between the roads and the equipment) is expected to be crushed gravel.

The system operates to store energy from the grid, and discharge back to the grid at optimal times. The batteries in the enclosures operate on direct current (DC) and at voltages ranging from 900 to 1500V. These DC lines are connected to the low voltage side of the PCS. The PCS converts the DC to AC (alternating current) and increases the voltage up to 34.5kV. Underground medium voltage (MV) collection lines run from each PCS to associated switchgear cabinets, which are connected to the project substation.

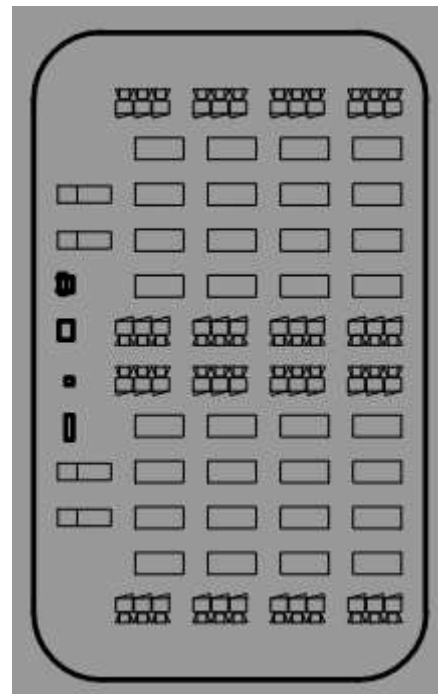


Figure 4: Repeated block layout up to 300MW

In addition to the MV collection line conduits, other underground infrastructure includes SCADA connection, Fire Alarm circuitry, fire water distribution lines, and auxiliary power distribution.

1.6 Timing of Decommissioning and Reclamation

The facility is planned to begin operations with a Commercial Operations Date (COD) in 2026, and it is anticipated the facility will have a 25-year lifespan. Therefore, decommissioning would be planned on or around 2051. The costs and efforts described below do not include salvage value (or terminal value) of equipment and commodities.

2 MAJOR ACTIVITIES

All decommissioning activities shall be in accordance with local regulations and will adhere to the requirements of local governmental authorities, and in accordance with applicable state, federal or local permits and decommissioning agreements. Facility Owner or its representative will obtain any federal, state, or local permits, as required, for site reclamation and restoration to decommission activities prior to commencement of activities.

It is anticipated the Key BESS – Phase 1 facility will have a useful life of 25 years, beginning in 2026, with decommissioning activities starting in 2050. At the end of each phase's useful life, all equipment for that phase will be disassembled, removed, and disposed of in accordance with state, federal, and local law. In general, decommissioning would proceed according to the following sequence:

- De-energization, shutdown, and Lock-Out / Tag-Out
- Disassembly and removal of battery modules
- Disassembly, removal, and disposal of BESS enclosures, PCSs, and related electrical equipment
- Disassembly of MV collection equipment, ground grid, and other underground electrical trenches
- Removal of foundations for BESS Yard
- Grading and backfill
- Re-vegetation and reclamation of land

2.1 Removal of Facility

When the Owner / Operator has determined this phase of the facility has reached its useful life, and decommissioning is to commence, the facility will be shut down, de-energized and disconnected from the generation tie-line at the project collection substation. Owner will coordinate de-energization procedures with the local utility and CAISO to ensure no disruption to the overall electrical system. Advance notice to the local AHJ and utility will be determined at a later date.

In general, this includes the disassembly, removal, and disposal of physical equipment on the site for the BESS Yard. The sections below describe the main actions to achieve this removal of facilities, but as this is a preliminary report, this list is not comprehensive. Once NTP is given for decommissioning activities, the contractor will mobilize resources and equipment to the site.

Owner and contractor will determine an optimal and safe location for craft parking / laydown area.

It is assumed that all components, structures, and equipment will be removed during decommissioning. All foundations will be completely removed, backfilled, and covered with native fill. Underground electrical, fiber, and other cabling will also be completely removed.

While it is likely many components and equipment will have salvage value, this has not been incorporated into this preliminary plan and estimate. The following is a list of assumptions when developing this preliminary plan:

1. Revegetation and reclamation will include use of native plants
2. No salvage or terminal value is assumed
3. All cost estimates are in 2024 USD
4. All above ground equipment and underground equipment will be removed
5. Site will be graded flat, without creation of additional storm water facilities

2.1.1 BESS Yard

Battery Modules

During de-energization and shutdown, battery modules will be left in a low state of charge necessary for safe disassembly and handling, as determined by the battery OEM. Battery modules will be removed from BESS enclosures and removed from site. It is likely these battery modules will be sent to a recycler or other materials re-processor. If available, the batteries will be repurposed to a new facility with energy demands that could be met by these batteries with a lower State of Health (SOH).

BESS Enclosures, PCSs, Panels

After removal of the battery modules, the BESS enclosures will be disassembled and removed from the site for disposal or recycling. The Power Conversion System (PCS) units, containing inverters and transformers, will be removed from their foundations, and removed from the site for recycling or disposal. Other electrical equipment, including switchboards, switchgear, control panels, and other equipment will be removed from their foundations, disassembled, and removed from the site for disposal. All foundations will be entirely removed, backfilled, and covered with native fill.

MV Collection Equipment, Below Grade Cabling

All equipment below grade surface (BGS) will be removed. This includes MV collection equipment, communications fiber lines, and other below grade conduit.

Fencing

The BESS Yard fencing, fence posts, and footings will be removed.

Access Roads

All access roads will be disked and reclaimed.

2.1.2 Project Substation

At decommissioning, if it is determined that the substation will not be utilized by a public or private utility, the prefabricated control house and electronic components of the substation equipment will be electrically disconnected and made safe for removal. The control room will then be disassembled and removed from the site. The transformers, breakers, buswork, and metal dead-end structures will also be disassembled and removed. Concrete foundations and containment berms/curbs for the transformers will be broken up and all debris will be removed from the site, as will the aggregate rock.

Transformers using insulating oils will be removed from the site and recycled or disposed of at an appropriately licensed disposal facility. Additionally, oils and all other associated hazardous liquids will be removed from the site and disposed of at an appropriately licensed disposal facility. Site personnel involved in handling these materials will be trained appropriately.

As part of the preparation for closure, the Spill Containment and Countermeasures Plan for the site will be updated to cover spill prevention and countermeasures for handling these materials during decommissioning.

2.2 Reclamation and Restoration

Grading & Backfill

After removal of all equipment within Phase 1 (including above ground equipment, and underground equipment and cables), the surface will be graded flat, and, if necessary, back- fill will be brought in. Grading activities will be limited to immediate areas required and will not extend beyond the site boundary.

Removal of Contaminated Soils

Contaminated soils will be remediated and/or removed as required.

Revegetation

The site will be re-seeded with native plants to restore the original look, and prevent soil erosion, dust, or other issues. As necessary, native fill or topsoil will be removed prior to excavation and demolition of components listed above and separated from other materials for use later during revegetation. Topsoil / fill would be de-compacted to match density and consistency of the surrounding soils. Fill will be placed to a depth matching the original depth and height prior to facility installation.

Native species of plants will be used to maintain consistency with the surrounding land use.

3 PRELIMINARY COST ESTIMATE

3.1 Modeling Strategy

The preliminary cost estimates contained herein are based on publicly available sources such as online decommissioning plans, industry studies, and sources of labor costs from RS Means. The main groups of activity estimated for decommissioning and reclamation are shown in the estimate below.

Given the relatively recent implementation of BESS facilities, information is scarce regarding actual decommissioning costs. Therefore, related costs of decommissioning for wind farms, substations, and solar plants have been used as baseline assumptions. The hauling and disposal fees for the BESS containers, PCS inverters, and batteries were provided by BCS Recycling Specialists Asset Management. Their estimate is included as Appendix C of this plan.

The costs below are based on disassembly, removal, and disposal of the site shown in Appendix A with approximately 592 BESS enclosures, 148 Power Conversion System (PCS) units and associated components.

3.2 Modeling Assumptions

Assumptions listed in footnotes of Reclamation Estimate in Appendix B.

3.3 Estimated Costs

	Item	Subtotal
A.	Earthwork/Recontouring	\$ 465,124
B.	Revegetation	\$ 191,498
C.	Structure Removal	\$ 2,420,601
D.	Miscellaneous Hazardous Waste	\$ 28,276
E.	Mobilization	\$ 376,000
F.	Fresno County Administrative Costs	\$ 20,000
G.	15% Contingencies	\$ 525,225
	TOTAL	\$ 4,026,724

See Reclamation Estimate in Appendix B for cost estimate details.

4 REFERENCED DOCUMENTATION

1. Caltrans *Labor Surcharge and Equipment Rental Rates*, 8/8/2023,
https://dot.ca.gov/-/media/dot-media/programs/construction/documents/equipment-rental-rates-and-labor-surcharge/book_2023.pdf
2. County of Fresno Disposal/Tipping Fees, 7/1/2023,
<https://www.fresnocountyca.gov/files/sharedassets/county/v/1/public-works-and-planning/landfill-operations/tipping-fee-schedule-all-sites-effective-7-01-231.pdf>
3. ESA Corporate Responsibility Guidelines for End-of-Life Recycling of Lithium Ion Energy Storage Battery Systems, 8/27/2020,
<https://www.mitchellwilliamsllaw.com/webfiles/ESA-Corporate-Responsibility-Initiative-Guidelines-for-End-of-Life-and-Recycling-of-Lithium-Ion-Battery-Energy-Storage-Systems.pdf>
4. BCS Recycling Specialists Asset Management, Battery & Inverter Recycling, February 15, 2024, Appendix C

Figure A.1. Preliminary Site Plan of the Key BESS Site (Phases 1 & 2)

APPENDIX B: Reclamation Estimate

Phase 1 Reclamation Cost Estimate Summary Sheet (November 2024)			
Key BESS			
	Material/Equipment	Labor	Total
A. Earthwork/Recontouring Subtotal	\$293,229	\$171,895	\$465,124
B. Revegetation Subtotal	\$158,700	\$32,798	\$191,498
C. Structure Removal Subtotal	\$1,676,302	\$744,300	\$2,420,601
D. Miscellaneous Hazardous Waste Subtotal	\$27,576	\$700	\$28,276
E. Mobilization	\$188,000	\$188,000	\$376,000
F. Fresno County Administrative Costs		\$20,000	\$20,000
G. 15% Contingencies			\$525,225
Total			\$4,026,724

Footnotes

1. This estimate assumes the site earthwork is balanced and no import or export of soil is necessary.
2. A contingency cost is included in the reclamation cost estimate to cover unforeseen costs. Per Fresno County requirements, a 15% contingency is included.
3. Includes Fresno County administration costs of \$20,000.
4. AC=acres; CY=cubic yard; EA=each; LS=lump sum; GAL=gallon

A. Earthwork-Recontouring

1. BESS Areas	Unit	Quantity	Material/Equipment	Labor	Subtotal	
Rough Grading (Battery, Substation & Basin Areas)	AC	45.5	\$115,570	\$34,125	\$149,695	*Footnote 5a
Backfill	CY	1,733.3	\$162,933	\$130,000	\$292,933	*Footnote 5b
Fine Grading of Roads	AC	7.4	\$4,207	\$2,220	\$6,427	*Footnote 5c
Scarification and Decompaction of Gravel Roads	AC	7.4	\$10,518	\$5,550	\$16,068	*Footnote 5c
Total			\$293,229	\$171,895	\$465,124	

Footnotes

5. Equipment rates taken from *Caltrans Labor Surcharge and Equipment Rental Rates*

- a. Grading: Dozer = \$103/hr; Water truck = \$105/hr; 3 equipment operators at \$75/hr each; Estimated 0.2 ac/hr
- b. Backfill for underground electrical removal trench : Assumes trench that is 3' deep, 2' wide for length of collection lines.
Assumes 3cy/hr. Loader/backhoe = \$83/hr; dump truck = \$94/hr; water tanker = \$105/hr; 3 equipment operators at \$75/hr each.
- c. 163 H Motor Graders = \$142.14/hr; 1 Equipment operator = \$75/hr; Estimated 0.25 ac/hr for fine grading; 0.1 ac/hr for scarification

B. Revegetation

1. BESS Areas	Unit	Quantity	Material/Equipment	Labor	Subtotal	
Revegetation	AC	52.90	\$158,700	\$32,798	\$191,498	*Footnote 5c
Total			\$158,700	\$32,798	\$191,498	

Footnotes

- 5. Equipment rates taken from *Caltrans Labor Surcharge and Equipment Rental Rates*
- c. Revegetation = \$2,000/acre; Labor = \$620/acre
 - *Cost includes land preparation, mulch, & seed mix

C. Structure Removal

1. BESS, Underground Electrical & Inverters	Unit	Quantity	Material/Equipment	Labor	Subtotal	
Disassembly & Removal of BESS Containers	EA	592	\$55,056	\$51,800	\$106,856	*Footnote 5d
BESS Container Hauling & Disposal	EA	592	\$473,600	\$118,400	\$592,000	*Footnote 5e
Disassembly & Removal of Inverters	EA	148	\$13,764	\$9,250	\$23,014	*Footnote 5f
Inverters Hauling & Disposal	EA	148	\$118,400	\$29,600	\$148,000	*Footnote 5g
Remove Underground Electrical Lines	LF	7,800	\$25,545	\$14,625	\$40,170	*Footnote 5h
Underground Electrical Lines Hauling	LF	7,800	\$485	\$258	\$743	*Footnote 5i
Underground Electrical Lines Disposal	LF	7,800	\$36		\$36	*Footnote 5j
Disassembly & Removal Steel Pile Foundation	EA	592	\$110,112	\$74,000	\$184,112	*Footnote 5k
Steel Pile Off-Haul	EA	592	\$18,549	\$9,867	\$28,416	*Footnote 5l
Steel Pile Disposal Fee	EA	592	\$21,348		\$21,348	*Footnote 5m
Disassembly & Removal of Fences	LF	6,450	\$4,300		\$4,300	*Footnote 5n
Fence Hauling	LF	6,450	\$188	\$100	\$288	*Footnote 5o
Fence Disposal Fee	LF	6,450	\$18		\$18	*Footnote 5p
Disassembly & Removal of Substation	EA	1	\$18,080	\$20,000	\$38,080	*Footnote 5q
Substation Hauling	EA	1	\$47,000	\$2,000	\$49,000	*Footnote 5r
Substation Enclosure Disposal Fee	EA	1	\$12,621		\$12,621	*Footnote 5s
Battery Modules De-energization & Removal	EA	23680	\$148,000	\$177,600	\$325,600	*Footnote 5t
Battery Modules Hauling & Disposal	EA	23680	\$609,200	\$236,800	\$846,000	*Footnote 5u
Total			\$1,676,302	\$744,300	\$2,420,601	

Footnotes

5. Equipment rates taken from *Caltrans Labor Surcharge and Equipment Rental Rates*
 - d. Assumes removal of 2 containers per hour; Crane rate = \$92/hr; Flatbed trailer truck = \$94/hr; 1 equipment operator @ \$75/hr; 2 laborers @ \$50/hr.
 - e. Hauling and Disposal amount for CATL EnerC+ containers provided on estimate by BCS Recycling Specialists, dated February 15, 2024. Estimate provided as Appendix C in Reclamation Plan & Estimate.
 - f. Assumes 0.5 hour per each inverter for disassembly; Crane=\$92/hr; Flatbed trailer truck=\$94/hr; 1 laborer @ \$50/hr; 1 equipment operator @ \$75/hr
 - g. Hauling and Disposal amount for PE 4200 Gen 3 Inverters provided on estimate by BCS Recycling Specialists, dated February 15, 2024. Estimate provided as Appendix C in Reclamation Plan & Estimate.
 - h. Assumes removal of 40 feet/hr. Excavator rate = \$92/hr; 1 equipment operator @ \$75/hr; trench rate = \$39/hr.
 - i. Assumes 1 hour drive to disposal at 18774 W American Ave, Kerman, CA; Flatbed trailer truck=\$94/hr; 1 laborer @ \$50/hr
 - j. Assumes underground wires weigh 1 ton.
 - k. Assumes 1 hour per each foundation for disassembly; Crane=\$92/hr; Flatbed trailer truck=\$94/hr; 1 laborer @ \$50/hr; 1
 - l. Assumes 1 flatbed truck holds 3 foundations; assumes 1 hour drive to disposal at 18774 W American Ave, Kerman, CA; Flatbed trailer truck=\$94/hr; 1 laborer @ \$50/hr
 - m. Assumes steel foundation is 1 ton. Fresno County tipping fee of \$36.06/ton.
 - n. Assumes 1 mini excavator to remove fence posts and laborers to remove chain link. Assumes removal rate of 60/hr. Mini excavator=\$40/hr; 1 equipment operator @ \$75/hr; 2 laborers @ \$50/hr.
 - o. Assumes 1 hour drive to disposal at 18774 W American Ave, Kerman, CA; Dump truck=\$94/hr; 1 laborer @ \$50/hr. Assumes 2 loads.
 - p. Assumes fence chain link, posts, and concrete is 0.5 ton.
 - q. Assumes 80 work hours to disassemble and remove substation. Mini excavator rate=\$40/hr; Crane=\$92/hr; Flatbed trailer truck=\$94/hr; 2 equipment operator @ \$75 hr; 2 laborers @ \$50/hr.
 - r. Assumes 10 flatbed truck to off haul substation components; assumes 1 hour drive to disposal at 18774 W American Ave, Kerman, CA; Flatbed trailer truck=\$94/hr; 1 laborer @ \$50/hr
 - s. Assumes substation components weigh 700,000 lbs., or 350 tons.
 - t. Assumed 2 laborers for 2 hours to disassemble each container; Crane=\$92/hr; Flatbed trailer truck=\$94/hr; 2 laborer @ \$50/hr; 1 equipment operator @ \$75/hr
 - u. Amount provided on estimate by BCS Recycling Specialists, dated February 15, 2024. Estimate provided as Appendix C in Reclamation Plan & Estimate.

D. Hazardous Materials Removal

1. Miscellaneous Hazardous Waste	Unit	Quantity	Material/Equipment	Labor	Subtotal	
Substation Transformer Oil Disposal Hauling	55 Gallon Drum	530	\$ 1,323	\$ 700	\$ 2,023	*Footnote 5v
Substation Transformer Oil Disposal Fee	55 Gallon Drum	530	\$ 26,253		\$ 26,253	*Footnote 5v
Total			\$ 27,576	\$ 700	\$ 28,276	

Footnotes

5. Equipment rates taken from *Caltrans Labor Surcharge and Equipment Rental Rates*
- v. Transformer oil is 29,170 gallons. Weight is approximately 6 lbs./gallon. Disposal cost \$300/ton per other commissioned sites. Forklift at \$95/hr; assumes 1 hour to load transport truck. Transport-truck load = 80 drums; approximately 7 truck loads @ \$94/hr. Assumes 1 hour drive to disposal at 18774 W American Ave, Kerman, CA; 1 laborer @\$50/hr.

APPENDIX C: Battery & Invert Recycling by BCS



C O R P O R A T E
O F F I C E S

PHONE
818.341.4820
888.286.7188

FAX
818.341.0010

EMAIL
bcsjm@scrapdr.com

WEBSITE
www.scrapdr.com

8735 Remmet Ave.
Canoga Park
California 91304

February 15, 2024

Project:
Battery & Inverter Recycling
Fresno Ca

Contact:
Christipher Perez
FPL / NextEra Energy
(772) 353-0813
christopher.perez@fpl.com

Product/ Qty / Weight
CATL EnerC+ / 592 units / 40 batteries per unit /
Total per unit weight is 78,000

PE 4200 Gen3 Inverters / 148 units / 11,500 lbs. per unit

Pallets / Logistics
NextEra will provide the labor to ds install batteries and place them on pallets.
Palletized batteries will be placed on to flatbed trailers.
CATL EnerC chassis will also be placed on flatbed.

Inverters will be de installed the whole unit will placed on a flatbed trailer

If there is any conduit wire
That will be placed in a Gaylord or on a pallet and loaded onto flatbed.

All material placed on flatbed will be strapped down by the driver.

Haul Fee: \$1,000 per haul for flatbed hauls. Flatbed hauls are live load only.
53' closed van trailers are
\$800 per haul. Depending on what is the easiest for NextEra team load onsite
flatbed or closed van. Both types of trailers can only haul 40,000 lbs. per haul

Commodity Recovery:

Scrap steel = .04 per lbs
Scrap lithium battery = .20 per lbs . Depends on battery damage.
Aluminum = .30 per lbs
Insulated wire mix .50 per lbs
Insulated copper wire \$1.75 to \$2 per lbs

For Fresno County decommissioning plan, no scrap value is assumed - these
commodity recovery prices are zeroed out on plan and cost estimate, but
provided here for context.

Total Price for Inverters/~\$148,000=\$1,000 per flatbed with one inverter per truck.

Total Price for CATL containers/~\$592,000= \$1,000 per flatbed with one container per truck.

Total Price for Batteries/ ~\$846,000=28 batteries per truck (due to weight restrictions) there is a total of 23,680 batteries ,total battery weight 46.1 million lbs ,for a total of 846 truck. I used the price for flatbed \$1,000 to keep everything uniformed.

Total for all ~\$1,586,000

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EXHIBIT B
Map of Property



EXHIBIT B-1

Legal Description of the Property

APN 085-040-58

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 21 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION DEEDED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION BY GRANT DEED RECORDED FEBRUARY 5, 2014, FILE NO. 2014-0015777, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE EASTERLY 376.00 FEET OF THE WESTERLY 659.08 FEET OF THE NORTHERLY 405.00 FEET OF THE NORTHEAST ONE-QUARTER OF SAID FRACTIONAL SECTION 4.

EXCEPTING THEREFROM THE NORTHERLY 55.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES SITUATED IN AND UNDER SAID LAND, AS RESERVED IN THE DEED FROM GRETCHEN DE LESPINASSE, FORMERLY MARGARETHE SUMPF TO GIFFEN, INC., A CALIFORNIA CORPORATION, DATED OCTOBER 17, 1969, RECORDED DECEMBER 17, 1969 AS DOCUMENT NO. 95332.

ALSO EXCEPTING THEREFROM ALL REMAINING OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM GIFFEN, INC. TO MORGAN MCCOLLOUGH, DATED MAY 30, 1974, RECORDED AUGUST 5, 1974 IN BOOK 6331 PAGE 186 OF OFFICIAL RECORDS, DOCUMENT NO. 58530.

CONTAINING 160 ACRES, MORE OR LESS.



DANIEL DRUMMOND L.S. 6333

MAY 11, 2023

DATED



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EXHIBIT C
Form of 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:

TAWANDA MTUNGA, PRINCIPAL 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, Exempt from Recording Fees; Gov. Code §§ 6103,
27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Key Energy Storage Project

(Key Energy Storage, LLC)

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ____ day of _____, 2025, by Key Energy Storage, LLC, a Delaware limited liability company (together with 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 October 10, 2024, pursuant to County Resolution No. 13063, subject to the conditions, mitigation measures, and project notes listed therein, the 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.*), approved and certified Environmental Impact Report (“**EIR**”) No. 8189 for the Key Energy Storage Project, and

approved and issued to GRANTOR Unclassified Conditional Use Permit (“CUP”) Nos. 3734, 3802, 3803, and 3804.

B. GRANTOR proposes to construct and operate a standalone battery electrical storage facility and supporting electrical infrastructure (collectively, the “**Project**”), consisting of four phases, of which Phases I and II will be located on and within on an approximately 160-acre parcel of real property commonly known by assessor’s parcel number 085-040-58S (the “**Property**”), generally located on the south side of W. Jayne Avenue, between Interstate 5 and S. Lassen Avenue (State Route 269), and approximately 3.8 miles southwest of the City of Huron, in unincorporated Fresno County. A diagram of the Property is shown in **Exhibit A**, attached hereto and incorporated by this reference, for demonstrative purposes only. The legal description for the Property is included as **Exhibit B**, attached hereto and incorporated by this reference.

C. GRANTOR represents, covenants, and warrants to COUNTY that under a Grant Deed recorded in the Official Records of the County of Fresno on June 04, 2025 at approximately 8:00 AM (“**Record Title Date and Time**”) as Instrument No 2025-0053734, GRANTOR acquired sole fee ownership to the Property, and remains its sole fee owner.

D. COUNTY’s Planning Commission conditioned approval of CUP Nos. 3734, 3802, 3803, and 3804 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 Property 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.F. hereof), GRANTOR and COUNTY have agreed and may agree 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 Property 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 Key Energy Storage I Project Reclamation Agreement, dated October 21, 2025, addressing Phase I of the Project. Collectively, the Key Energy Storage I Project Reclamation Agreement, along with any amendments

or modifications thereto, and subsequent reclamation agreements addressing Phases II through IV of the Project are referred to as the “**Reclamation Agreement**.” Under the Reclamation Agreement, 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 for Phase I is attached to the Reclamation Agreement, and incorporated therein by reference as Exhibit A thereto.

G. The term of CUP Nos. 3734, 3802, 3803, and 3804 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) of the Key Energy Storage I Project Reclamation Agreement, require GRANTOR to decommission, dismantle, and remove the entire Project, and reclaim all of the Property 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 Nos. 3734, 3802, 3803, and 3804; (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. 3764, as amended; 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 Key Energy Storage I Project 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 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 Property, in substantial conformity with Reclamation Plan, pursuant to the Reclamation Agreement, COUNTY must have the right to immediate, reasonable access the 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 FROM GRANTOR

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 Property (this “**Easement**”), solely for accessing the 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 Property, and the 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 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 Property, or any portion of the Project or the 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 Property or to grant other licenses or easements on the 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 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 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, and the 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, and the 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 Property, which have been recorded against the 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 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 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 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 Property was free and clear from any and all agreements, instruments, or documents, whether unrecorded or recorded against the 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 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) 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 Property, or any portion thereof, including without limitation any and all Encumbrances, reservations, contracts, leases, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, and (iii) 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) 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.

(Signature page follows.)

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:
Key Energy Storage, LLC

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

By: _____
Christine Seal, Assistant Vice President

By _____

Mailing Address:

APPROVED AS TO LEGAL FORM
Douglas T. Sloan
Fresno County Counsel

Key Energy Storage, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attention: Land Services Administration
Telephone: (855) 552-9872

By: _____
Deputy

EXHIBIT A

Property

DIAGRAM



EXHIBIT B

Property

**APN 085-040-58
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 21 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION DEEDED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION BY GRANT DEED RECORDED FEBRUARY 5, 2014, FILE NO. 2014-0015777, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE EASTERLY 376.00 FEET OF THE WESTERLY 659.08 FEET OF THE NORTHERLY 405.00 FEET OF THE NORTHEAST ONE-QUARTER OF SAID FRACTIONAL SECTION 4.

EXCEPTING THEREFROM THE NORTHERLY 55.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES SITUATED IN AND UNDER SAID LAND, AS RESERVED IN THE DEED FROM GRETCHEN DE LESPINASSE, FORMERLY MARGARETHE SUMPF TO GIFFEN, INC., A CALIFORNIA CORPORATION, DATED OCTOBER 17, 1969, RECORDED DECEMBER 17, 1969 AS DOCUMENT NO. 95332.

ALSO EXCEPTING THEREFROM ALL REMAINING OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM GIFFEN, INC. TO MORGAN MCCOLLOUGH, DATED MAY 30, 1974, RECORDED AUGUST 5, 1974 IN BOOK 6331 PAGE 186 OF OFFICIAL RECORDS, DOCUMENT NO. 58530.

CONTAINING 160 ACRES, MORE OR LESS.


DANIEL DRUMMOND L.S. 6333

MAY 11, 2023
DATED

