

AFTER RECORDING
PLEASE RETURN TO:
DEVELOPMENT SERVICES
DIVISION, MAIL STOP 214
ATTN: CHRIS MOTTA

Recording Requested for the Benefit
of the County of Fresno Department
of Public Works & Planning

THIS SPACE FOR RECORDER'S OFFICE USE ONLY

GRANT OF LIMITED ACCESS EASEMENT ("Easement")

I. RECITALS

A. On October 9, 2014, pursuant to County of Fresno ("**COUNTY**") Resolution No. 12466, subject to the conditions listed therein, the COUNTY's Planning Commission certified Environmental Impact Report No. 6730 for the Tranquillity Solar Generation Facility approving eight separate conditional use permits, Unclassified Conditional Use Permit ("**CUP**") Nos. 3451 through 3458 (collectively, the "**Project**"). The Planning Commission conditioned its approval of the Project on, among other things, compliance with a reclamation plan, stipulating to the process for the decommissioning of the Project (as defined below) (the "**Reclamation Plan**").

B. In order to secure its obligations under the Reclamation Plan, RE Tranquillity LLC ("**RE Tranquillity**") and COUNTY have entered into a written agreement (the "**Reclamation Agreement**") by which RE Tranquillity covenants to, among other things, fully comply with all provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of an irrevocable standby letter of credit.

C. RE Tranquillity will undertake a portion of the Project described in Unclassified Conditional Use Permit ("**CUP**") No. 3451 consisting of the construction and operation of a solar photovoltaic power plant capable of generating up to Two Hundred (200) megawatts ("**MW**") and including up to Two Hundred (200) MW of energy storage capacity in unincorporated western Fresno County (the "**Tranquillity Project**"). The Tranquillity Project is approximately One

Thousand Nine Hundred and Eighty One and 11/100 (1,981.11) acres (consisting of thirteen (13) parcels), the legal descriptions of which are set forth in Exhibit A, attached hereto and incorporated herein by this reference (collectively, the “**Property**”).

D. CUP No. 3451 has a term of Forty (40) years, which COUNTY may extend in its sole discretion, or terminate in accordance with the provisions of applicable law.

E. RE TRANQUILLITY LANDCO LLC, a Delaware limited liability company (“**GRANTOR**”) is the owner the Property.

F. RE Tranquillity informs COUNTY that RE Tranquillity and GRANTOR are parties to a lease agreement dated March 19, 2015 (the “**Lease**”), which grants possession of the Property to RE Tranquillity and permits RE Tranquillity to operate the Tranquillity Project on the Property pursuant to CUP No. 3451.

G. The Reclamation Plan and the Reclamation Agreement require RE Tranquillity to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP No. 3451 or (ii) the abandonment of the Project without the Project owner making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Tranquillity Project was constructed.

H. RE Tranquillity is securing its obligations under the Reclamation Agreement by establishing and maintaining an irrevocable standby letter of credit from a financial institution acceptable to COUNTY. In the event RE Tranquillity defaults under the Reclamation Agreement, COUNTY may draw on the irrevocable standby letter of credit and use the proceeds thereof to carry out the reclamation of the Property in substantial conformity with the Reclamation Plan.

I. In the event COUNTY elects, in its sole discretion, to carry out the Reclamation Plan, COUNTY must have the right to access the Property.

J. GRANTOR recognizes that it will benefit from granting such access to COUNTY,

should RE Tranquillity default under the Reclamation Agreement, and COUNTY elect to draw on the irrevocable standby letter of credit and use the proceeds thereof to carry out the reclamation of the Property in substantial conformity with the Reclamation Plan.

II. Grant of Limited Easement

1. GRANTOR hereby grants to COUNTY, including its contractors and representatives, a nonexclusive access easement over, under, on, and across the Property (the “**Easement**”), solely for accessing the Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the reclamation of the Property in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose.

2. 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 the rights herein granted.

3. This Easement shall, without further action by any person or entity, terminate and be of no further force or effect upon the earlier of:

- a. The termination of the Reclamation Agreement; or
- b. COUNTY’s issuance of written notice to GRANTOR that COUNTY will not undertake or complete reclamation of the Property.

4. This Easement is subject to all superior matters of title on the Property and recorded in the COUNTY Official Records, including without limitation any and all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights of way.

5. This Easement shall bind and inure to the benefit of the successors and assigns of the parties hereto. However, nothing contained herein shall be deemed to grant the public any right of access to the Property or to grant any rights in any third party.

6. This Easement may be executed in counterparts, which, when taken together,

shall constitute one complete instrument.

7. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California.

8. The Recitals above are incorporated herein by reference as though fully set forth herein. Further, RE TRANQUILLITY states that the above Recitals are to be taken as statements of RE TRANQUILLITY only and not of Grantor.

Date July 7, 2016

GRANTOR:

RE TRANQUILLITY LANDCO LLC,
a Delaware limited liability company

By  _____

Print Name: Nathaniel J. Rose

Print Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Maryland

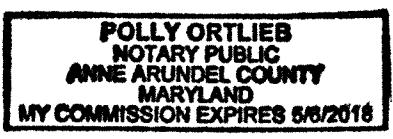
COUNTY OF Anne Arundel

On July 7, 2016, before me, Polly Ortles, a Notary Public, personally appeared Nathaniel J. Kora, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Polly Ortles
Signature of the Notary Public



ACKNOWLEDGEMENT:

By executing below, RE TRANQUILLITY LLC, a Delaware limited liability company, for it and its successors and assigns, acknowledges and agrees to the terms and conditions contained herein, including without limitation, Section 8.

RE TRANQUILLITY LLC,

a Delaware limited liability company

By 

Print Name Nick C. SEWERS

Print Title Senior VP, Project Development + Construction

[NOTARY PAGES ATTACHED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Alabama
STATE OF ~~CALIFORNIA~~

COUNTY OF Jefferson

On Nov. 2, 2016, before me, Amanda Barker, a Notary Public, personally appeared Nick C. Sellers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Amanda Barker
Signature of the Notary Public

**My Commission Expires
February 15, 2018**

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[PLEASE SEE ATTACHED]

RE TRANQUILLITY

PROJECT SITE

LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE TRACTS OF LAND DESCRIBED IN THE GRANT DEED TO RE TRANQUILLITY LANDCO LLC RECORDED IN DOCUMENT NO. 2014-0146083, OFFICIAL RECORDS OF FRESNO COUNTY AND LOCATED WITHIN PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MDBM, AND A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 14 EAST, MDBM, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE FROM SAID POINT OF BEGINNING, ALONG THE RESPECTIVE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID SECTION 35, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. NORTH 88°49'39" WEST, A DISTANCE OF 2646.06 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35,
2. NORTH 88°49'07" WEST, A DISTANCE OF 2646.17 FEET TO THE NORTHWEST CORNER OF SAID SECTION 35,
3. SOUTH 01°13'42" WEST, A DISTANCE OF 5295.92 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35 AND
4. SOUTH 88°46'36" EAST, 5289.84 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35 AND THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE RESPECTIVE WESTERLY AND SOUTHERLY LINES OF SAID SECTION 1, THE FOLLOWING THREE (3) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH 01°01'24" WEST, A DISTANCE OF 2667.56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1,

2. SOUTH 01°01'15" WEST, A DISTANCE OF 2645.24 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 1 AND

3. SOUTH 89°00'02" EAST, A DISTANCE OF 2647.33 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 1;

THENCE LEAVING THE SOUTHERLY LINE OF SAID SECTION 1, NORTH 00°58'27" EAST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2646.34 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 89°01'27" EAST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 2569.87 FEET TO A POINT ON A LINE PARALLEL WITH AND 5.00 FEET WESTERLY OF THE WESTERLY LINE OF STATE HIGHWAY 33 AS DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 6080 AT PAGE 150, OFFICIAL RECORDS OF FRESNO COUNTY; THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. NORTH 00°55'52" EAST, A DISTANCE OF 939.34 FEET,

2. ALONG THE ARC OF A TANGENT CURVET TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 16055.00 FEET, THROUGH A CENTRAL ANGLE OF 01°49'26", AN ARC LENGTH OF 511.08 FEET AND A CHORD BEARING NORTH 01°50'35" EAST, A DISTANCE OF 511.06 FEET,

3. NORTH 02°45'18" EAST, A DISTANCE OF 698.09 FEET AND

4. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 19945.00 FEET, THROUGH A CENTRAL ANGLE OF 01°19'30", AN ARC LENGTH OF 461.21 FEET AND A CHORD BEARING NORTH 02°05'33" EAST, A DISTANCE OF 461.20 FEET TO A POINT ON THE WESTERLY LINE OF SAID STATE HIGHWAY;

THENCE LEAVING SAID PARALLEL LINE, NORTH 58°43'13" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 76.87 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 1 AND THE SOUTHERLY LINE OF SAID SECTION 36; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID STATE

HIGHWAY 33 AS DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 4244 AT PAGE 482, OFFICIAL RECORDS OF FRESNO COUNTY, NORTH 60°54'48" EAST, A DISTANCE OF 77.27 FEET TO A POINT ON A LINE PARALLEL WITH AND 5.00 FEET WESTERLY OF THE WESTERLY LINE OF SAID STATE HIGHWAY 33; THENCE NORTH 01°19'05" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 5230.57 FEET TO A POINT ON THE WESTERLY LINE OF SAID STATE HIGHWAY 33; THENCE LEAVING SAID PARALLEL LINE, NORTH 58°40'55" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 76.95 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 36 AND THE SOUTHERLY LINE OF SAID SECTION 25; THENCE LEAVING THE WESTERLY LINE OF SAID STATE HIGHWAY 33, NORTH 88°54'11" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 36 AND THE SOUTHERLY LINE OF SAID SECTION 25, A DISTANCE OF 2543.92 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 25; THENCE LEAVING THE NORTHERLY LINE OF SAID SECTION 36 AND THE SOUTHERLY LINE OF SAID SECTION 25, NORTH 01°18'39" EAST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2652.07 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE LEAVING SAID EASTERLY LINE, NORTH 88°56'37" WEST, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2645.63 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 01°19'22" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 25, A DISTANCE OF 2649.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED SECTION 35, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MDBM, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 88°49'39" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 35, A DISTANCE OF 2646.06 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 01°14'30" WEST, ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1324.42 FEET TO THE

POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERLY LINE, SOUTH 01°14'30" WEST, A DISTANCE OF 1324.42 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 88°47'58" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.39 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 01°14'18" EAST, ALONG THE WESTERLY LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1324.31 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 88°48'32" EAST, ALONG THE NORTHERLY LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.47 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND DESCRIBED AS "PTR2 PARCEL 1" AND "PTR2 PARCEL 2" IN THE GRANT DEED TO RE TRANQUILLITY LANDCO LLC RECORDED IN DOCUMENT NO. 2014-0146083, OFFICIAL RECORDS OF FRESNO COUNTY AND LOCATED WITHIN A PORTION OF THE ABOVE DESCRIBED SECTION 25, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MDBM, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 25 BEARS THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH, A DISTANCE OF 67.00 FEET,
2. WEST, A DISTANCE OF 815.55 FEET,
3. SOUTH 01°19'22" WEST, ALONG A LINE PARALLEL WITH AND 580.04 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 25, A DISTANCE OF 735.72 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 25 AND
4. NORTH 88°53'17" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 580.04 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH, A DISTANCE OF 619.04 FEET; THENCE WEST, A DISTANCE OF 515.03 FEET;

THENCE SOUTH, A DISTANCE OF 619.04 FEET; THENCE EAST, A DISTANCE OF 515.03 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THOSE AREAS OF THE ABOVE SUBJECT TO EXISTING AND FUTURE EASEMENTS OF RECORD AND ANY AND ALL IMPROVEMENTS LOCATED OR TO BE LOCATED WITHIN SUCH EASEMENTS.

APN: 028-101-22-ST (PORTION), 028-101-23-ST (PORTION), 028-101-45-ST, 028-101-46-ST, 028-101-47-ST, 028-101-48-ST, 028-101-70-ST (PORTION), 028-101-51-ST (PORTION), 028-101-53-T, 028-101-50-ST, 038-320-17-T, 038-320-18-ST AND 038-320-23-ST