

23-0915

FIRST AMENDMENT TO SOLAR PROJECT RECLAMATION AGREEMENT

THIS FIRST AMENDMENT TO SOLAR PROJECT RECLAMATION AGREEMENT (“**First Amendment**”) is entered into this 22nd day of August, 2023 (“**Effective Date of the First Amendment**”), by and between the COUNTY OF FRESNO, a political subdivision of the State of California (“**COUNTY**”), and RE Scarlet LLC, a Delaware limited liability company (“**APPLICANT**”), each a “**Party**” and collectively, the “**Parties.**”

RECITALS

- A. On August 23, 2022, the Parties entered into that certain Solar Project Reclamation Agreement (“**Agreement**”) setting forth the Reclamation Plan for a portion of the approved uses identified in the Approvals, which portion consists of an approximately 200-MW solar photovoltaic generation facility, 40-MW / 160-MWh energy storage system, substation, and transmission lines (collectively, the “**Project**”). Capitalized terms used but not defined in this First Amendment have the respective meanings set forth in the Agreement. All Exhibits attached hereto, or otherwise referred to herein, are Exhibits to the Agreement.
- B. On September 2, 2022, APPLICANT, COUNTY, and the Escrow Agent entered into that certain Escrow Agreement contemplated by the Agreement.
- C. As an accommodation to APPLICANT, COUNTY is allowing APPLICANT to make the project that is subject to the Approvals in three phases, as provided in the Agreement and this First Amendment, for the sole purpose of APPLICANT’s orderly construction and development of the project that is subject to the Approvals, and is in no way intended by the Parties to alter such project or delay, suspend, extend the time for, or otherwise lessen APPLICANT’s performance of any of its obligations under the original Agreement (i.e., excluding the First Amendment).
- D. On July 3, 2023, APPLICANT submitted to the Department an addendum to the Reclamation Plan (“**Second Addendum to the October 2021 Reclamation Plan**”), identifying a portion of the remainder of the approved uses identified in the Approvals,

1 which portion is described as “Phase II,” consisting of an approximately 200-MW solar
2 photovoltaic generation facility and 150-MW / 600-MWh energy storage system (“**Phase**
3 **II Project**”). APPLICANT represents to COUNTY that the Phase II Project described
4 herein will be fully capable, once completed according to its manufacturer’s specifications,
5 of independent operation and of supplying power to the power grid. Collectively, the
6 Reclamation Plan, together with the Second Addendum to the October 2021 Reclamation
7 Plan indivisibly are the “**First Amended Reclamation Plan.**”

8 E. APPLICANT intends to construct the remaining components of the project described in
9 CUP No. 3555, consisting of up to 210-MW / 840-MWh of battery storage, in a subsequent
10 third and final phase which is not addressed in this First Amendment.

11 F. As a condition of the Approvals, COUNTY’s Planning Commission required
12 APPLICANT’s compliance with “the Draft Reclamation Plan as submitted to the Planning
13 Commission and prepared for the decommissioning of the facility when operation
14 ceases.” The reclamation plan identified by the Planning Commission is dated April of
15 2021. The same condition of the Approvals allows APPLICANT to make “[r]easonable
16 modifications” to the submitted reclamation plan “to address changes of scope and
17 configuration of the final Site Plan and improvements,” but requires approval of any such
18 changes by the Department.

19 G. On July 3, 2023, the Director approved the Second Addendum to the October 2021
20 Reclamation Plan. A true and correct copy of the Second Addendum to the October 2021
21 Reclamation Plan is attached hereto as **Exhibit A-1** and incorporated herein by
22 reference.

23 H. APPLICANT intends to construct the Phase II Project on some of the parcels described
24 in Exhibit B, consisting of approximately 1,850 acres, namely Assessor’s Parcel Numbers
25 028-071-48, 028-071-49, 028-071-47, 028-081-66, 028-120-62, 028-120-61, a portion of
26 028-111-19, and portions of 028-111-20, all as more particularly described on **Exhibit B-**
27 **2**, attached hereto and incorporated herein by reference (collectively, the “**Phase II**
28

1 **Property**). The Phase II Property only includes the parcels more particularly described
2 on Exhibit B-2.

3 I. APPLICANT represents that it has commenced construction of the Project (excluding the
4 Phase II Project). APPLICANT intends to undertake the Phase II Project as described in
5 the First Amended Reclamation Plan.

6 J. Generally, the Reclamation Plan (excluding the Second Addendum to the October 2021
7 Reclamation Plan) states that, at the end of its expected 35-year useful life, the Project
8 (excluding the Phase II Project) would be decommissioned and dismantled, and the
9 Project site restored to an agricultural use-ready condition in accordance with all
10 applicable codes and regulations.

11 K. Generally, the First Amended Reclamation Plan (as defined in recital D of this First
12 Amendment) states that, at the end of its expected 35-year useful life, the Phase II Project
13 would be decommissioned and dismantled, and the Phase II Project site restored to an
14 agricultural use-ready condition in accordance with all applicable codes and regulations.

15 L. To secure APPLICANT's faithful performance of all of its obligations under the First
16 Amended Reclamation Plan (as defined in recital D of this First Amendment),
17 APPLICANT shall make irrevocable additional deposits of the Cash Security into the
18 savings deposit account referenced in the Escrow Agreement, which irrevocable
19 additional deposits (a) shall be in the initial minimum amount equal to the licensed
20 professional engineer's written cost estimate, which is **One-Million, Four Hundred**
21 **Thirty-Seven Thousand, Two-Hundred and Forty-Six, and 0/100 Dollars**
22 **(\$1,437,246.00)**, plus such annual increases reflecting increased construction costs
23 reflected in the Engineering News-Record ("**ENR**") construction cost index and each
24 such subsequent deposit by APPLICANT shall be without the requirement of any demand
25 or notice by COUNTY, and (b) shall be in compliance with the Agreement, and the Escrow
26 Agreement.

27 M. The Parties desire to amend the Agreement, pursuant to this First Amendment, in order
28 to make the Phase II Project and the First Amended Reclamation Plan (as defined in

1 recital D of this First Amendment) subject to the requirements of the Agreement, and to
2 provide for the such additional deposits of the Cash Security and the additional
3 reclamation easement in favor of COUNTY, all as contemplated by Sections 1(e) and 18
4 of the Agreement, and as set forth below.

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

10 O. The Parties agree that this First Amendment is within the scope of the Approvals.

11 In consideration of the foregoing facts and circumstances, and for good and valuable
12 consideration, the sufficiency of which is acknowledged as having been received, the Parties
13 hereby agree to amend the Agreement as follows:

14 **1. APPLICANT's updated representations, covenants, and warranties to COUNTY.**

15 APPLICANT represents, covenants, and warrants to COUNTY that, as of the Effective
16 Date of the First Amendment, (a) all of APPLICANT's representations, covenants, and
17 warranties to COUNTY under the Agreement, the Escrow Agreement, and the RE Scarlet LLC
18 Easement (as defined in Section 7 of the Agreement), which has been recorded against the
19 Applicant's Property (as defined in Section 7 of the Agreement) in the official records of the
20 Fresno County Recorder, on September, 7, 2022, as of 08:38:47 AM, as Document No. 2022-
21 0111753, respectively, continue to be true, (b) there is no occurrence of any Event of Default (as
22 defined in Section 3 of the Agreement) under the Agreement, and (c) there is no occurrence of,
23 and APPLICANT does not expect the occurrence of any, Event of Project Cessation (as defined
24 in Section 1(a) of the Agreement) with respect to the Project (excluding the Phase II Project).

25 **2. The Agreement**

26 All references in the Agreement to "this Agreement" are amended by this First
27 Amendment to mean "this Agreement, as amended by the First Amendment," and all references
28 in this First Amendment to "the Agreement" mean "the Agreement, as amended by this First

1 Amendment,” unless it is reasonably evident from the context that the reference to “this
2 Agreement” or “the Agreement,” respectively, can only mean the Agreement without being
3 amended by this First Amendment, or it is otherwise expressly stated herein. Such interpretation
4 of “this Agreement,” “the Agreement,” and this First Amendment shall be made by the Parties
5 with the intention that APPLICANT shall fulfill all of its obligations under the Agreement, as
6 amended by this First Amendment, and that the County shall be entitled to enforce all of its rights
7 and remedies under the Agreement, as amended by this First Amendment. Without limiting the
8 generality of the foregoing provisions of this Section 2, APPLICANT acknowledges and agrees
9 that subsection 6(a) of the Agreement, which provides and requires “[u]nless there is an Event
10 of Default, APPLICANT may, upon consent of the COUNTY Board of Supervisors, transfer this
11 Agreement, but only in its entirety,...” provides and requires under this First Amendment that
12 “[u]nless there is an Event of Default, APPLICANT may, upon consent of the COUNTY Board of
13 Supervisors, transfer this Agreement, as amended by this First Amendment, but only in the
14 entirety of the Agreement, as amended by this First Amendment,...”

15 **3. The Reclamation Plan**

16 (a) All references in the Agreement to the “Reclamation Plan” are amended by this
17 First Amendment to mean the First Amended Reclamation Plan. To that end, (i) APPLICANT
18 shall comply with all of the terms and conditions of the Reclamation Plan together with the
19 Second Addendum to the October 2021 Reclamation Plan as one, fully-integrated First
20 Amended Reclamation Plan for the Project, including the Phase II Project, under the Agreement;
21 provided however, nothing contained in this Section 3 shall excuse APPLICANT from timely
22 performing Reclamation with respect to the Project, including the Phase II Project, if any portion
23 of the Project and/or the Phase II Project qualifies for Reclamation under the Agreement, and
24 (ii) APPLICANT agrees that all of APPLICANT’s activities set forth in the First Amended
25 Reclamation Plan with respect to the Project, including the Phase II Project, shall be deemed as
26 requirements of APPLICANT under the Agreement, and are enforceable by COUNTY under the
27 terms and conditions of the Agreement.

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1 (b) APPLICANT covenants, and warrants to COUNTY that the First Amended
2 Reclamation Plan is internally consistent, and that the Second Addendum to the October 2021
3 Reclamation Plan does not conflict with, or create increases in costs greater than estimated
4 under, the original Reclamation Plan (i.e., excluding the Phase II Project), and vice-versa.

5 (c) Notwithstanding anything to the contrary in this First Amendment, nothing in this
6 First Amendment permits APPLICANT to delay, suspend, extend the time for, or otherwise
7 lessen APPLICANT's performance of any of its obligations under the original Agreement (i.e.,
8 excluding the First Amendment).

9 **4. The Project**

10 (a) All references in the Agreement to the "Project" are amended by this First
11 Amendment to mean the Project, including the Phase II Project, unless it is reasonably evident
12 from the context that the reference to the "Project" can only mean the Project excluding the
13 Phase II Project, or it is otherwise expressly stated herein. Such interpretation of the "Project"
14 and this First Amendment shall be made by the Parties with the intention that APPLICANT shall
15 fulfill all of its obligations under the Agreement, as amended by this First Amendment, and that
16 the County shall be entitled to enforce all of its rights and remedies under the Agreement, as
17 amended by this First Amendment.

18 (b) In order to clarify the Parties' original intent under the Agreement as of its Effective
19 Date, the following sentence at page 3, line 11: "This Recital G is subject to the provisions of
20 subsection 1(e) of this Agreement," is deleted and replaced with "This Recital I is subject to the
21 provisions of subsection 1(e) of this Agreement."

22 **5. APPLICANT's Obligations**

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

24 APPLICANT agrees that all of APPLICANT's activities set forth in the First Amended
25 Reclamation Plan with respect to the Project, including the Phase II Project, shall be deemed as
26 requirements of APPLICANT under the Agreement, and are enforceable by COUNTY under the
27 terms and conditions of the Agreement. APPLICANT shall, at its own cost, fully perform and
28 comply with all of the provisions of the First Amended Reclamation Plan, including without

1 limitation Section 5 (Decommissioning and Restoration Process) of the Reclamation Plan with
2 respect to the Project (including the Phase II Project) and Section 6 (Decommissioning Costs
3 and Financial Assurances) of the Reclamation Plan with respect to the Project (including the
4 Phase II Project, and decommission, dismantle, and remove the entire Project, including the
5 entire Phase II Project, and reclaim all of the , including all of the Phase II Property, to its pre-
6 project condition as an agricultural use-ready condition in accordance with all applicable codes
7 and regulations pursuant to the First Amended Reclamation Plan (collectively, “**Reclamation**”)
8 within twelve (12) months of the earliest to occur of any of the following, as reasonably
9 determined by the Director:

10 (i) there has not been substantial development of the Project, including the Phase II
11 Project, within two (2) years following the COUNTY’s Planning Commission’s approval of, and
12 issuance to APPLICANT, CUP No. 3555;

13 (ii) the Project, including the Phase II Project, or a substantial portion thereof, has not,
14 following completion of construction of either the Project (excluding the Phase II Project) or the
15 Phase II Project, produced electricity for at least six (6) consecutive months within a twelve (12)
16 month period, or for three hundred sixty-five (365) non-consecutive calendar days within any
17 twenty four (24) month period, during the term of the Agreement;

18 (iii) the expiration or early termination of CUP No. 3555; or

19 (iv) thirty-five (35) years from the commencement of operation of the Project, in its entirety
20 (each of the foregoing subparagraphs (i) through and including (iv) is an “**Event of Project**
21 **Cessation**”).

22 If there are any inconsistencies between the terms and conditions of the Agreement
23 (excluding the First Amended Reclamation Plan) and the provisions of the First Amended
24 Reclamation Plan with respect to the Project, including the Phase II Project, and/or the Property,
25 including the Phase II Property, such inconsistencies shall be resolved by giving precedence to
26 the terms and conditions the Agreement (excluding the First Reclamation Plan) over the
27 provisions of the First Amended Reclamation Plan with respect to the Project, including the
28 Phase II Project, and/or the Property, including the Phase II Property.

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

2 (i) APPLICANT shall, within thirty (30) calendar days following completion of
3 construction of the Phase II Project, provide written notice thereof to COUNTY pursuant to
4 Section 5 of the Agreement, accompanied by a complete as-built site plan of the Phase II Project
5 in paper and digital Portable Document Format "PDF" or other format acceptable to COUNTY,
6 setting forth each location of the actually-constructed Phase II 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 the
9 Agreement.

10 (ii) APPLICANT shall provide written notice to COUNTY pursuant to Section 5
11 of the Agreement, within ten (10) calendar days following the occurrence of any Event of Project
12 Cessation with respect to the Phase II Project, provided however, the failure of APPLICANT to
13 provide or delay in providing such notice shall not prohibit COUNTY from exercising its rights
14 and remedies under the 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 of
17 the Agreement, concerning whether there is any Event of Project Cessation with respect to the
18 Phase II Project, APPLICANT shall, not later than ten (10) calendars days after receipt of such
19 request, provide written responsive notice to COUNTY pursuant to Section 5 of the Agreement,
20 which responsive notice shall be accompanied by copies of, or electronic links to, the records,
21 so requested by COUNTY, concerning the status of the Phase II Project's development, and of
22 the Phase II Project's operation and electricity production. APPLICANT shall retain and maintain
23 such records for a minimum of five (5) years from their creation.

24 (iii) APPLICANT shall create, retain, and maintain records of the Project and
25 Phase II Project, specifically showing their respective separate development, operation, and
26 electricity production.

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

2 It is understood that time is of the essence in the performance of all obligations under the
3 Agreement and the First Amended Reclamation Plan. Any reference in the Agreement to
4 “business days” shall mean COUNTY’s business days.

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

6 Notwithstanding anything to the contrary in this First Amendment, APPLICANT
7 understands, acknowledges, and agrees that prior to APPLICANT obtaining any Grading or
8 Development Permits from COUNTY with respect to the Phase II Project, or any portion thereof,
9 the following shall have occurred to COUNTY’s satisfaction:

10 i. Pursuant to subsection 7(a) of this First Amendment, (1) APPLICANT,
11 COUNTY, and the Escrow Agent have entered into the First Amendment to Escrow
12 Agreement (as defined in subsection 7(a) of this First Amendment), and APPLICANT has
13 delivered such fully-executed First Amendment to Escrow Agreement to COUNTY, and
14 (2) by the terms of the First Amendment to Escrow Agreement, APPLICANT has
15 irrevocably delivered to the Escrow Agent the First Additional Increase to Cash Security
16 (as defined in subsection 7(a) of this First Amendment) for the Escrow Agreement, which
17 shall be in the minimum amount of **Nine-Million, Four-Thousand, Five-Hundred,**
18 **Forty-One and 74/100 Dollars (\$9,004,541.74)**, and, the Escrow Agent has given
19 COUNTY written confirmation of the Escrow Agent’s receipt of such First Additional
20 Increase to Cash Security; and

21 ii. Pursuant to Section 9 of this First Amendment, the Recordation of the RE
22 Scarlet LLC Phase II Easement (as defined in subsection 9(e) of this First Amendment)
23 has occurred, as provided by and in compliance with Section 9 of this First Amendment.

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

25 Notwithstanding anything to the contrary in the Agreement or this First Amendment, if
26 APPLICANT intends to construct any portion of the project described in CUP No. 3555 beyond
27 the scope of the Project addressed by the Agreement and this First Amendment, as described
28 in the First Amended Reclamation Plan as Phase I and Phase II, APPLICANT understands,

1 acknowledges, and agrees that the provisions of subsection 1(e) of the Agreement apply to such
2 further construction or development.

3 **6. The Property**

4 All references in the Agreement to the "Property" are amended by this First Amendment
5 to mean the Property, including the Phase II Property.

6 **7. Additional Increase to Cash Security**

7 (a) As further security to COUNTY for APPLICANT's faithful performance of all of its
8 obligations to comply with the First Amended Reclamation Plan, and the terms and conditions
9 of the Agreement, APPLICANT shall, and shall cause the Escrow Agent to, not later than five
10 (5) business days subsequent to the execution of this First Amendment by the Parties, enter into
11 the First Amendment to the Escrow Agreement ("**First Amendment to Escrow Agreement**")
12 among APPLICANT, COUNTY, and the Escrow Agent, as further required under Section 8 of
13 this First Amendment. Within three (3) business days following APPLICANT's, COUNTY's, and
14 the Escrow Agent's execution of such First Amendment to Escrow Agreement, APPLICANT shall
15 irrevocably deliver to the Escrow Agent the **First Additional Increase to Cash Security** for
16 deposit into the Escrow Agent's savings deposit account established under the Escrow
17 Agreement, which shall be in the minimum amount of **Nine-Million, Four-Thousand, Five-**
18 **Hundred, Forty-One and 74/100 Dollars (\$9,004,541.74)**. The amount of the First Additional
19 Increase to Cash Security is not a limitation on APPLICANT's obligations under the Agreement
20 or the First Amended Reclamation Plan.

21 (b) The First Additional Increase to Cash Security shall (i) comply with all of the
22 requirements of the Cash Security under Section 2 of the Agreement, and specifically all of the
23 requirements of an additional cash deposit under subsection 2(a) of the Agreement, (ii) upon
24 and after the irrevocable delivery of the First Additional Increase to Cash Security to the Escrow
25 Agent, (1) the First Additional Increase to Cash Security shall be treated the same in all respects
26 as the Cash Security, (2) the Cash Security together with the First Additional Increase to Cash
27 Security shall constitute the Cash Security, and the Cash Security shall continue to be subject
28 to all of the terms and conditions of the Agreement, with respect to the Cash Security, and the

1 Escrow Agreement, and (3) the Cash Security may be used by COUNTY with respect to the
2 Project, including the Phase II Project, or any portion of the Project, including the Phase II
3 Project, due to any Event of Default, as determined by Director in his or her sole and absolute
4 discretion.

5 (c) APPLICANT understands, acknowledges, and agrees that the timing of the deposit
6 of the First Additional Increase to Cash Security does not alter the timing for APPLICANT's
7 performance of any of the requirements of Section 2 of the Agreement, including, but not limited
8 to, the requirement in subsection 2(b) of the Agreement, including further, but not limited to, the
9 requirement that not later than December 1, 2022, and December 1 of each year following the
10 Effective Date of the Agreement, APPLICANT shall, without the requirement of any demand or
11 notice by COUNTY, deposit additional cash necessary to cause the Cash Security to be
12 increased by a percentage equal to any annual increase in construction costs reflected in the
13 ENR construction cost index from October 1 of the previous year to October 1 of the then-current
14 year.

15 **8. Amendment to Escrow Agreement; Escrow Agent's Acknowledgement**

16 The First Amendment to Escrow Agreement shall be in a form and substance acceptable
17 to COUNTY and shall comply with the requirements of Section 2 of the Agreement. All
18 references in the Agreement to the "Escrow Agreement" (except for a replacement Escrow
19 Agreement required under Section 2(d) of the Agreement) are amended by this First Amendment
20 to mean the "Escrow Agreement, as amended by the First Amendment to Escrow Agreement,"
21 and all references in this First Amendment to "the Escrow Agreement" mean "the Escrow
22 Agreement, as amended by the First Amendment to Escrow Agreement," unless it is reasonably
23 evident from the context that the reference to "the Escrow Agreement" can only mean the Escrow
24 Agreement without being amended by the First Amendment to Escrow Agreement, or it is
25 otherwise expressly stated herein. Such interpretation of the Escrow Agreement and the First
26 Amendment to Escrow Agreement shall be made by the Parties with the intention that
27 APPLICANT shall, and shall cause Escrow Agent to, fulfill all of their respective obligations under
28 the Escrow Agreement, as amended by the First Amendment to Escrow Agreement, and that

1 the County shall be entitled to enforce all of its rights and remedies under the Escrow Agreement,
2 as amended by the First Amendment to Escrow Agreement.

3 (a) Without limiting the generality of the foregoing requirements of the First
4 Amendment to Escrow Agreement, APPLICANT shall, and shall cause the Escrow Agent to,
5 enter into the First amendment to the Escrow Agreement among APPLICANT, COUNTY and
6 the Escrow Agent in compliance with the following major requirements of the First Amendment
7 to Escrow Agreement, which major requirements are not an exhaustive list of requirements for
8 the First Amendment to Escrow Agreement:

9 i. As required in subsection 7(a) of this First Amendment, APPLICANT shall
10 irrevocably deliver to the Escrow Agent the First Additional Increase to Cash Security for
11 deposit into the Escrow Agent's savings deposit account established under the Escrow
12 Agreement, which shall be in the minimum amount of **Nine-Million, Four-Thousand,
13 Five-Hundred, Forty-One and 74/100 Dollars (\$9,004,541.74)**, in US Currency, as an
14 addition to the Cash Security for the exclusive purposes of the Escrow Agreement;

15 ii. The Escrow Agent shall receive, and upon receipt immediately deposit, and
16 hold the First Additional Increase to Cash Security as part of, and in the same manner
17 as, the Cash Security only in the same separate savings deposit account established
18 under the Escrow Agreement for the exclusive purposes of the Escrow Agreement; and

19 iii. Within two (2) business days following Escrow Agent's receipt of the First
20 Additional Increase to Cash Security, the Escrow Agent shall give County written
21 acknowledgement of such receipt immediate deposit of the First Additional Increase to
22 Cash Security in such separate savings deposit account.

23 **9. Delivery of RE Scarlet LLC Phase II Easement for Phase II Property**

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

1 each parcel of real property constituting the Phase II Property (collectively, the “**RE Scarlet LLC**
2 **Phase II Easement**”), regardless of whether APPLICANT or any other party is record owner of
3 any part of the Phase II Property, including any rights, title, or interests therein. To that end,
4 APPLICANT promises, covenants, and warrants to COUNTY that, as of the Effective Date of the
5 First Amendment, APPLICANT is the sole fee owner of the Phase II Property described in
6 **Exhibit C-3 (“Form of RE Scarlet LLC Phase II Easement”)**, which is attached hereto and
7 incorporated herein by reference. The RE Scarlet LLC Phase II Easement shall, in the sole and
8 absolute direction of COUNTY, be sufficient in its scope, form, substance, and legal description
9 to allow COUNTY PARTIES to undertake and complete the Reclamation of the entire Phase II
10 Project and all of the Phase II Property as provided in the Agreement, and shall have the scope,
11 be in the form and contain the substance and legal description of, the RE Scarlet LLC Easement,
12 set forth in the Form of RE Scarlet LLC Phase II Easement.

13 (b) Any reference to “Encumbrances” in the RE Scarlet LLC Phase II Easement shall
14 mean, in its context, liens, encumbrances, covenants, conditions, restrictions, reservations,
15 contracts, leases, licenses, easements, rights of way, rights of possession or occupancy, or any
16 third party interests, of any kind.

17 (c) The Parties acknowledge and agree that the RE Scarlet LLC Phase II Easement
18 provides, among other things, that the RE Scarlet LLC Phase II Easement is subject only to all
19 superior matters of title on the Phase II Property, which have been recorded against the Phase
20 II Property in the official records of the Fresno County Recorder prior to the Effective Time and
21 Date (as defined in the RE Scarlet LLC Phase II Easement, hereinafter, the “**Phase II Effective**
22 **Time and Date**”), including without limitation any and all Encumbrances so recorded prior to the
23 Phase II Effective Time and Date, provided however, APPLICANT represents, covenants, and
24 warrants to COUNTY therein that notwithstanding anything to the contrary in the RE Scarlet LLC
25 Phase II Easement, (i) as of the Record Title Date and Time (as defined in the RE Scarlet LLC
26 Phase II Easement), the Phase II Property was free and clear from any and all agreements,
27 instruments, or documents, whether unrecorded or recorded against the Phase II Property in the
28 official records of the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm

1 (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right,
2 title, or interest in or to the Phase II Property, or any portion thereof, including without limitation
3 any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with the
4 RE Scarlet LLC Phase II Easement, and the rights granted therein, (ii) the Groundwater
5 Easement, as recorded in the official records of the Fresno County Recorder on the Groundwater
6 Easement Record Date and Time (each as defined in the RE Scarlet LLC Phase II Easement),
7 does not allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the
8 foregoing), or create or assert any claim to any right, title, or interest in or to the Phase II Property,
9 or any portion thereof, that unreasonably interferes or would unreasonably interfere with the RE
10 Scarlet LLC Phase II Easement, and the rights granted therein, (iii) the easements and crossings
11 reflected in the Second Addendum to the October 2021 Reclamation Plan with respect to the
12 Phase II Property are the only rights, title, or interests in or to the Phase II Property that may
13 impact the RE Scarlet LLC Phase II Easement, and the rights granted therein, provided however,
14 such easements and crossings do not unreasonably interfere and would not unreasonably
15 interfere with any of COUNTY PARTIES' immediate, reasonable access to the Phase II Property,
16 including any portion thereof, in accordance with the limited purpose of the RE Scarlet LLC
17 Phase II Easement, and (iv) APPLICANT has not, since the Record Title Date and Time, allowed,
18 granted, conferred, conveyed, ratified, confirmed (or otherwise promised or agreed to any of the
19 foregoing), will not, allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree
20 to any of the foregoing), and will prohibit any person or entity from creating or asserting any
21 claim to, any right, title, or interest in or to, the Phase II Property, or any portion thereof, including
22 without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably
23 interfere with the RE Scarlet LLC Phase II Easement, and the rights granted therein, and in the
24 event of such unreasonable interference, APPLICANT shall, at its own cost, promptly, to the
25 extent reasonably necessary, eliminate or modify such unreasonable interference to the
26 reasonable satisfaction of COUNTY, so that such interference is only a reasonable interference
27 with the RE Scarlet LLC Phase II Easement, and the rights granted therein; provided however,
28 COUNTY acknowledges that APPLICANT may not disallow or prohibit a governmental authority

1 from exercising its sovereign right of eminent domain, and therefore, no representation,
2 covenant, or warranty is given in the RE Scarlet LLC Phase II Easement as to the disallowance
3 or prohibition of such governmental authority's exercise of such right.

4 (d) COUNTY agrees that any Reclamation by any of COUNTY PARTIES on the Phase
5 II Property under the RE Scarlet LLC Phase II Easement shall not destroy, damage, or endanger
6 any of the water pipelines, or other third party infrastructure, including the fixtures, devices and
7 appurtenances for such water pipelines and/or such other third party infrastructure (collectively,
8 the **"Water Pipelines and Third Party Infrastructure"**), which are or will be located within any
9 of the areas covered by any third party easement and/or the Groundwater Easement (as defined
10 in the RE Scarlet LLC Phase II Easement) within the Phase II Property, as reflected in the
11 Second Addendum to the October 2021 Reclamation Plan, provided that for any such Water
12 Pipelines and Third Party Infrastructure that are or will be below the surface of the earth, such
13 Water Pipelines and Third Party Infrastructure shall, at the time of such Reclamation on the
14 Phase II Property by any of COUNTY PARTIES, be located at a reasonably-safe depth below
15 the surface of the earth.

16 (e) Within two (2) business days following the Parties' execution of this First
17 Amendment, COUNTY shall provide APPLICANT with an execution-ready form of RE Scarlet
18 LLC Phase II Easement, in substantially the form attached hereto as Exhibit C-3, and following
19 receipt thereof, APPLICANT shall promptly deliver to COUNTY such executed RE Scarlet LLC
20 Phase II Easement, in recordable form, and upon COUNTY's receipt thereof, COUNTY is
21 authorized to immediately record, and shall promptly record, the RE Scarlet LLC Phase II
22 Easement in the official records of the Fresno County Recorder, and the date of such recordation
23 of such RE Scarlet LLC Phase II Easement shall be deemed to be the completion of the
24 recordation of the RE Scarlet LLC Phase II Easement (**"Recordation of the RE Scarlet LLC
25 Phase II Easement"**). COUNTY shall promptly provide APPLICANT a copy of the receipt of
26 such recordation.

27 (f) Notwithstanding anything to the contrary in this Section 9, the provisions of this
28 Section 9 are subject to the provisions of subsection 1(e) of the Agreement.

1 **10. Additional Events of Default**

2 This Section 10 shall not be construed to limit in any way the interpretation or application
3 of the term "Event of Default," as that as that term is defined in and used for any purposes under
4 the Agreement, with respect to any term or condition of the Agreement or this First Amendment.
5 Event of Default, as that term is defined in and used for all purposes under the Agreement, shall
6 also include the occurrence of any one or more of the following events:

7 (a) Any event occurring or information becoming known that makes untrue any
8 APPLICANT representation, covenant, or warranty to COUNTY under this First Amendment;

9 (b) APPLICANT fails to enter into, or fails to cause the Escrow Agent to enter into, and
10 deliver to COUNTY the First Amendment to the Escrow Agreement among APPLICANT,
11 COUNTY, and Escrow Agent as required under subsection 7(a) of this First Amendment;

12 (c) APPLICANT fails to make the irrevocable delivery of the First Additional Increase
13 to Cash Security for the Escrow Agreement with the Escrow Agent as required under
14 subsection 7(a) of this First Amendment;

15 (d) APPLICANT fails to create, retain, and maintain records of the Project and Phase
16 II Project, specifically showing their respective separate development, operation, and electricity
17 production as required by subsection 5(b) of this First Amendment;

18 (e) The failure of APPLICANT to pay, or cause to be paid, when due, all property
19 taxes and assessments, and any penalties or interest thereon, that are a lien on the Phase II
20 Property;

21 (f) Any failure of the RE Scarlet LLC Phase II Easement (as defined in subsection
22 9(a) of this First Amendment), which is required and provided under Section 9 of this First
23 Amendment, to remain in full force and effect according to its terms and conditions and
24 recorded against the Phase II Property (as defined in recital H of this First Amendment) in the
25 official records of the Fresno County Recorder;

26 (g) Any breach or default by APPLICANT, including any event occurring or
27 information becoming known that makes untrue any APPLICANT representation, covenant, or
28 warranty to COUNTY, under the RE Scarlet LLC Phase II Easement (as defined in Section
9(a) of this First Amendment);

1 (h) Any person or entity creating or asserting any claim to any right, title, or interest
2 in or to the Phase II Property, or any portion thereof, unreasonably interferes or would
3 unreasonably interfere with COUNTY's rights under the Agreement, this First Amendment,
4 and/or rights granted under the RE Scarlet LLC Phase II Easement (which is provided and
5 required under Section 9 of this First Amendment). So long as APPLICANT is not concurrently
6 in default under any subsection of Section 3 of the Agreement or another subsection of this
7 Section 10, APPLICANT shall be allowed a period of sixty (60) calendar days to cure such
8 default under this subsection 10(h) after COUNTY provides written notice to APPLICANT
9 pursuant to Section 5 of the Agreement that APPLICANT is in default under this subsection
10 10(h), provided further however, and so long as APPLICANT is not in concurrently in default
11 under any subsection of Section 3 of the Agreement or another subsection of this Section 10, if
12 the nature of the default is such that APPLICANT cannot reasonably cure the default within
13 sixty (60) calendar days, APPLICANT shall have an additional reasonable time to cure, upon
14 APPLICANT providing written notice thereof to COUNTY pursuant to Section 5 of the
15 Agreement stating the reason therefor, subject to APPLICANT commencing to cure within the
16 sixty (60) calendar day period and diligently pursuing the cure to completion and completing
17 the cure not later than one hundred twenty (120) calendar days, or such later number of days
18 as agreed in writing between the Director and APPLICANT before the expiration of such one
19 hundred twenty (120) calendar day period, from the date of such COUNTY notice to
20 APPLICANT pursuant to Section 5 of the Agreement that APPLICANT is in default under this
21 subsection 10(h).

22 (i) APPLICANT breaches any term, condition, or covenant of the Agreement, or
23 otherwise fails to comply with any requirements of the Agreement.

24 **11. Entire Agreement**

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

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

3 (1) First, the Form of RE Scarlet LLC Easement (Exhibit C-1), the Form of Westlands
4 Easement (Exhibit C-2), and the Form of RE Scarlet LLC Phase II Easement (Exhibit C-3), all of
5 which shall have equal priority among themselves;

6 (2) Second, the text of the Agreement (excluding Exhibit A, Exhibit B, Exhibit B-1, Exhibit
7 C-1, and C-2, this First Amendment, and Exhibit A-1, Exhibit B-2, and Exhibit C-3);

8 (3) Third, the Legal Descriptions of the Property (Exhibit B-1) and the Legal Descriptions
9 of the Phase II Property (Exhibit B-2), all of which shall have equal priority among themselves;

10 (4) Fourth, the Second Addendum to October 2021 Reclamation Plan (Exhibit A-1);

11 (5) Fifth, the Reclamation Plan (Exhibit A), provided however, DUDEK's Scarlet Phase I
12 Solar Project Decommissioning Cost Estimate therein, dated June 1, 2022, including Appendix
13 A thereto, shall supersede DUDEK's Scarlet Phase I Solar Project Decommissioning Cost
14 Estimate therein, dated October 14, 2021, including Appendix A thereto; and

15 (6) Sixth, the Map of Parcels Subject to CUP No. 3555 (Exhibit B).

16 **12. General Provisions**

17 (a) This First Amendment shall become effective on the Effective Date of the First
18 Amendment, except for subsection 4(b) of this First Amendment, which shall become effective
19 retroactive to the Effective Date.

20 (b) Upon the Effective Date of the First Amendment, the Agreement and this First
21 Amendment shall together constitute the Agreement, except for subsection 4(b) of this First
22 Amendment, which shall become effective retroactive to the Effective Date.

23 (c) The Agreement is ratified and continued according to its terms and conditions. All
24 provisions of the Agreement not amended by this First Amendment remain in full force and effect.

25 (d) The Parties hereby acknowledge that they and their respective counsel have
26 cooperated in the drafting and preparation of this First Amendment, for which reason this First
27 Amendment shall not be construed against any Party as the drafter hereof.

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

11 (f) The Parties agree that this First Amendment may be executed by electronic
12 signature as provided in this subsection 12(f).

13 i. An "electronic signature" means any symbol or process intended by an
14 individual signing this First Amendment to represent their signature, including but not
15 limited to (1) a digital signature; (2) a faxed version of an original handwritten signature;
16 or (3) an electronically scanned and transmitted (for example by PDF document) of a
17 handwritten signature.

18 ii. Each electronic signature affixed or attached to this First Amendment (1) is
19 deemed equivalent to a valid original handwritten signature of the person signing this First
20 Amendment for all purposes, including but not limited to evidentiary proof in any
21 administrative or judicial proceeding, and (2) has the same force and effect as the valid
22 original handwritten signature of that person.

23 iii. The provisions of this subsection 12(f) satisfy the requirements of California
24 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act
25 (California Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

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

v. This First Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this First Amendment with an original handwritten signature.


(g) This First Amendment may be executed in one or more original counterparts, all of which together shall constitute one and the same agreement.

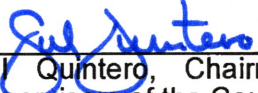
(Signatures on following page.)

1 IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be
2 executed as of the Effective Date of the First Amendment.

3 **OWNER:**
4 **RE Scarlet LLC,**
5 a Delaware limited liability company

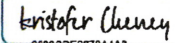
COUNTY:
County of Fresno,
a political subdivision of the State of California

6 DocuSigned by:

7 Sandhya Ganapathy
Chief Executive Officer


8 Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

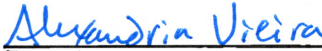
9 Date: August 15, 2023

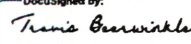
Date: 8/22/23

10 DocuSigned by:

11 Kris Cheney, Executive Vice President,
12 West, Central, and Environmental Affairs

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

13 Date: August 15, 2023

By: 
Deputy

14 DocuSigned by:

15 D596825D8F3419...

16 FOR ACCOUNTING USE ONLY

17 Funds to be held under Escrow Agreement with United Security Bank, N.A., as amended. If
18 funds are to be withdrawn from escrow by COUNTY deposit as follows:

- 19 ORG No
- Account No.
- 20 Fund No.
- Subclass No.

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EXHIBIT A-1

Second Addendum to October 2021 Reclamation Plan

(See Attached.)

Scarlet Solar Energy Project

Second Addendum to Reclamation Plan

Prepared for

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

Prepared by

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

July 2023 | 03062.00001.001

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2. SCARLET SOLAR PROJECT DECOMMISSIONING COST ESTIMATE (Revised June 23, 2023)	2
3. SCARLET PHASE II SOLAR PROJECT CROSSING MAPS.....	11
4. SCARLET PHASE II SOLAR PROJECT CROSSING TABLE.....	16

1.0 AMENDED NOTES

The Reclamation Plan, accepted on October 28, 2021, may be revised to state that a majority of the project site is presently owned by RE Scarlet LLC, a wholly owned subsidiary of EDP Renewables North America LLC. The Reclamation Plan may also be revised to state that the decommissioning costs by task are presented in Appendix B for solar, battery storage, and associated facility development, referred to as Phase I and Phase II of the project.

DUDEK

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

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

June 23, 2023

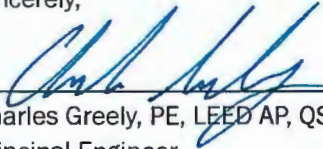
Subject: Scarlet Phase I + II Solar Project Decommissioning Cost Estimate

Dear Mr. Ahmad,

At the request of Madison Novak of EDPR, I have reviewed the attached cost estimate. Methodologies for determining quantities and costs appear appropriate based on the Project Decommissioning Plan provided and based on the Fresno County Reclamation Plan Cost Estimate Guide. I find this cost estimate to be reasonable based on current pricing standards of the construction industry.

Please do not hesitate to contact me at 760.685.0735, or at cgreely@dudek.com should you have any questions.

Sincerely,



Charles Greely, PE, LEED AP, QSD
Principal Engineer



Att.: *Decommissioning Cost Estimate*
Excel Spreadsheet

Appendix A
Scarlet Phase I + II Solar Project Decommissioning
Cost Estimate

Table 1: Decommissioning Cost Summary Table

Dismantling Civil Components										
	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total \$/ Hr Rate ¹	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	\$/ Month	Months	Total	
Solar Photovoltaic Modules / Panels¹										
Electrician de-energizes circuits and disconnects module	6	\$ 66.47	6000	\$ 1,234,940.00					\$ 66,970.00	\$ 1,301,910.00
General laborer dismantles modules and palletizes (for shipping)	6	\$ 61.31	7000	\$ 429,170.00						
Equipment operator utilizes forklift (to transfer onto transport truck)	4	\$ 81.39	5000	\$ 406,950.00	4	\$ 250.00	\$ 2,085.00	8	\$ 66,970.00	
Battery Modules + Containers²										
Electrician/ BESS technician de-energizes circuits, disconnects BESS containers from distribution system, and ensures safe and secure container removal	4	\$ 66.47	240	\$ 15,952.80					\$ 6,876.00	\$ 77,055.80
General laborer performs mechanical disconnection, frees BESS container from grade beams, and performs demolition of grade beam support structures	6	\$ 61.31	300	\$ 18,393.00						
Equipment operator utilizes crane	2	\$ 93.53	200	\$ 18,706.00	1	\$ 250.00	\$ 4,316.00	1	\$ 4,566.00	
Equipment operator utilizes end loader	2	\$ 87.64	200	\$ 17,528.00	2	\$ 250.00	\$ 1,030.00	1	\$ 2,310.00	
Solar Racking Structure										
General laborer unbolts and disassembles	6	\$ 61.31	160	\$ 9,809.60					\$ 2,310.00	\$ 26,142.00
Equipment operator utilizes end loader	2	\$ 87.64	160	\$ 14,022.40	2	\$ 250.00	\$ 1,030.00	1	\$ 2,310.00	
Steel Piles										
General laborer performs removal	7	\$ 61.31	1000	\$ 61,310.00					\$ 9,250.00	\$ 96,471.00
Equipment operator utilizes vibratory pile extractor	1	\$ 86.37	300	\$ 25,911.00	1	\$ 250.00	\$ 4,500.00	2	\$ 9,250.00	
Fencing										
General laborer detaches fence and aggregates	4	\$ 61.31	100	\$ 6,131.00					\$ 2,310.00	\$ 17,205.00
Equipment operator utilizes backhoe (to pull and load fence posts)	4	\$ 87.64	100	\$ 8,764.00	4	\$ 250.00	\$ 1,030.00	0.5	\$ 2,310.00	
Roads										
Equipment operator utilizes end loader	4	\$ 87.64	160	\$ 14,022.40					\$ 4,370.00	\$ 18,392.40
Equipment operator utilizes end loader	4	\$ 87.64	160	\$ 14,022.40	4	\$ 250.00	\$ 1,030.00	1	\$ 4,370.00	
Support Facilities / Buildings (Including O&M building)										
General laborer performs demolition	6	\$ 61.31	80	\$ 4,904.80					\$ 765.00	\$ 12,681.00
Equipment operator utilizes end loader	1	\$ 87.64	80	\$ 7,011.20	1	\$ 250.00	\$ 1,030.00	0.5	\$ 765.00	
Substation (transformers, switches, structures, equipment pads, and grounding grid, control building and electrical cabinets)										
Equipment Operator utilizes crane for control building and other electrical items (including structures)	1	\$ 91.53	240	\$ 21,967.20					\$ 6,724.00	\$ 47,084.20
General laborer removes oils from transformer, utilizes jack-and-slide mechanism for moving main power transformer, gathers cable, and disassembles metal structure	6	\$ 61.31	300	\$ 18,393.00					\$ 6,724.00	
Concrete Foundations (Including PCS, transformer, substation structure, battery container, and O&M building support)										
General laborer performs demolition	4	\$ 61.31	80	\$ 4,904.80					\$ 765.00	\$ 12,681.00
Equipment operator utilizes end loader	1	\$ 87.64	80	\$ 7,011.20	1	\$ 250.00	\$ 1,030.00	0.5	\$ 765.00	
Transmission Line Poles										
General laborer performs demolition	4	\$ 61.31	300	\$ 18,393.00					\$ 2,310.00	\$ 82,286.00
Equipment operator utilizes end loader	1	\$ 87.64	300	\$ 26,292.00	1	\$ 250.00	\$ 1,030.00	2	\$ 2,310.00	
Equipment operator utilizes crane to lift the poles out of the ground	1	\$ 88.03	300	\$ 26,409.00	1	\$ 250.00	\$ 4,316.00	2	\$ 8,882.00	
Dismantling Electrical Components										
	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total \$/ Hr Rate ¹	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	\$/ Month	Months	Total	
Underground Conductors and Communications Cables										
General laborer pulls wire	2	\$ 61.31	60	\$ 3,678.60					\$ 2,734.50	\$ 16,735.50
Equipment operator utilizes forklift	1	\$ 81.39	60	\$ 4,883.40	1	\$ 250.00	\$ 2,085.00	0.5	\$ 1,292.50	
Equipment operator utilizes excavator	1	\$ 90.65	60	\$ 5,439.00	1	\$ 250.00	\$ 2,384.00	0.5	\$ 1,442.00	
Aboveground Conductors and Messenger Support Cables										
General laborer removes conductors from tracker structures	2	\$ 61.31	60	\$ 3,678.60					\$ 2,057.50	\$ 15,877.90
Equipment operator utilizes forklift	1	\$ 81.39	60	\$ 4,883.40	1	\$ 250.00	\$ 2,085.00	0.5	\$ 1,292.50	
Equipment operator utilizes end loader	1	\$ 87.64	60	\$ 5,258.40	1	\$ 250.00	\$ 1,030.00	0.5	\$ 765.00	
Power Conversion Stations (recombiner/ inverter/ transformer units)										
Electrician de-energizes circuits and removes terminations	2	\$ 66.47	100	\$ 6,647.00					\$ 4,566.00	\$ 26,147.00
General laborer cuts and removes conduit	2	\$ 61.31	100	\$ 6,131.00						
Equipment operator utilizes crane to place in truck	1	\$ 88.03	100	\$ 8,803.00	1	\$ 250.00	\$ 4,316.00	1	\$ 4,566.00	
Load Break Disconnect Switches										
Electrician de-energizes circuits and removes terminations	2	\$ 66.47	60	\$ 3,988.20					\$ 765.00	\$ 13,690.20
General laborer cuts conduit/ wire	2	\$ 61.31	60	\$ 3,678.60						
Equipment operator utilizes end loader	1	\$ 87.64	60	\$ 5,258.40	1	\$ 250.00	\$ 1,030.00	0.5	\$ 765.00	
Additional Electrical Equipment (including sensors and weather stations)										
Electrician de-energizes circuits and removes terminations	2	\$ 66.47	60	\$ 3,988.20					\$ 250.00	\$ 13,175.20
General laborer cuts conduit/ wire	2	\$ 61.31	60	\$ 3,678.60						
Equipment operator utilizes end loader	1	\$ 87.64	60	\$ 5,258.40	1	\$ 250.00	\$ 1,030.00	0.5	\$ 250.00	
MV Underground Collection Cabling (34.5 KV)										
General laborer decouples and loads on forklift	2	\$ 61.31	60	\$ 3,678.60					\$ 3,499.50	\$ 22,758.90
Equipment operator utilizes forklift	1	\$ 81.39	60	\$ 4,883.40	1	\$ 250.00	\$ 2,085.00	0.5	\$ 1,292.50	
Equipment operator utilizes end loader	1	\$ 87.64	60	\$ 5,258.40	1	\$ 250.00	\$ 1,030.00	0.5	\$ 765.00	
Equipment operator utilizes excavator	1	\$ 90.65	60	\$ 5,439.00	1	\$ 250.00	\$ 2,384.00	0.5	\$ 1,442.00	
Aboveground Cables (including project transmission line)										
Electrician disconnects cables	2	\$ 66.47	60	\$ 3,988.20					\$ 3,700.50	\$ 21,532.50
Equipment operator utilizes crane to lower cable to the ground	1	\$ 88.03	60	\$ 5,281.80	1	\$ 250.00	\$ 4,316.00	0.5	\$ 2,408.00	
General laborer coils cable	2	\$ 61.31	60	\$ 3,678.60						
Equipment operator utilizes forklift to place cable on truck	1	\$ 81.39	60	\$ 4,883.40	1	\$ 250.00	\$ 2,085.00	0.5	\$ 1,292.50	
Site Final Restoration										
	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total \$/ Hr Rate ¹	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	\$/ Month	Months	Total	
Re-Grading of Site (after excavation and removal of underground materials and foundations)										
General operator utilizes grader	2	\$ 61.31	100	\$ 6,131.00					\$ 4,324.00	\$ 10,455.00
Equipment operator utilizes grader	1	\$ 81.39	100	\$ 8,139.00	1	\$ 400.00	\$ 3,924.00	1	\$ 4,324.00	
Site Rehabilitation (including seeding)³										
General laborer mows/ disks area with seeding	6	\$ 61.31	100	\$ 6,131.00					\$ 105,291.75	\$ 111,422.75
Equipment operator utilizes end loader	1	\$ 87.64	100	\$ 8,764.00					\$ 105,291.75	
Hauling and Disposal/Recycling										
	Hauling Cost				Disposal/Recycling Cost				Total Hauling + Disposal Costs	
	Cost per Truck per Day	Weight	Tons per Truck	Trips per Day	Disposal/Recycling Rate (\$/ton)	Weight (ton)	Total			
General Refuse ⁴	\$ 1,650.00	75,445.10	24	4	\$ 1,296,712.68	\$ 26.75	75,445.10	\$ 2,018,156.47	\$ 3,314,869.15	
Other Waste ⁵	\$ 1,650.00	45051.77	24	2	\$ 1,548,654.53	\$ 50.00	45,051.77	\$ 2,252,588.40	\$ 3,801,242.93	
Project Administrative Fees										
County Administrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors)									\$ 20,000.00	
SUBTOTAL									\$ 9,079,815.43	
Contingency (15%)									\$ 1,361,972.31	
TOTAL									\$ 10,441,787.74	

1. Estimate reflects use of prevailing wage scales.
 2. Estimate assumes approximately 5.2 total solar panel dismantling labor hours per approximate solar panel acreage (approximately 1 total solar panel dismantling labor minute per solar panel).
 3. Estimate assumes approximately 94 total battery dismantling labor hours per approximate battery impact acreage (approximately 3.2 total battery dismantling labor hours per battery container).
 4. Estimate assumes that around 5% of the site (approximately 4,089 acres) will require seeding with a seeding material cost of approximately \$515/acre.
 5. The general disposal/recycling site address assumed for this estimate is located at 18950 W American Avenue, Kerman, CA 91360. The project site address is 30750 Manning Ave, Cantua Creek, CA 91608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is \$1,650 and estimated tons per truck is 24 tons. The trip is approximately 17.5 miles from the project site to the facility (approximately 20 minutes). It is assumed that 4 trips will be made per day. Disposal/Recycling rate is based on public County of Fresno fees effective July 2022.
 6. The disposal/recycling site address assumed for this estimate is located at 3243 S East Avenue, Fresno, CA 93725. The project site address is 30750 Manning Ave, Cantua Creek, CA 91608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is \$1,650 and estimated tons per truck is 24 tons. The trip is approximately 37.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/Recycling rate is based on estimations received from recycling centers.

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 2: Material Estimated Weight Summary Table	
Total Weight of General Refuse (ton)	75,445.10
Total Weight of Distribution Medium Voltage Overhead Poles (ton)	50.00
<i>Total Weight of Distribution Poles (lb)</i>	<i>100,000.00</i>
<i>Weight of each Distribution Pole (lb)</i>	<i>10,000.00</i>
<i>Number of Distribution Poles</i>	<i>10.00</i>
Total Weight of Transmission Line Poles (ton)	131.10
<i>Total Weight of Transmission Line Poles (lb)</i>	<i>262,200.00</i>
<i>Pole 1A Weight (lb)</i>	<i>4,300.00</i>
<i>Pole 1B Weight (lb)</i>	<i>4,350.00</i>
<i>Pole 1C Weight (lb)</i>	<i>4,300.00</i>
<i>Pole 2A Weight (lb)</i>	<i>3,750.00</i>
<i>Pole 2B Weight (lb)</i>	<i>3,750.00</i>
<i>Pole 2C Weight (lb)</i>	<i>5,450.00</i>
<i>Pole 3 Weight (lb)</i>	<i>12,600.00</i>
<i>Pole 4 Weight (lb)</i>	<i>11,900.00</i>
<i>Pole 5 Weight (lb)</i>	<i>12,600.00</i>
<i>Pole 6 Weight (lb)</i>	<i>11,900.00</i>
<i>Pole 7A Weight (lb)</i>	<i>3,750.00</i>
<i>Pole 7B Weight (lb)</i>	<i>3,750.00</i>
<i>Pole 7C Weight (lb)</i>	<i>5,500.00</i>
<i>Pole 8 Weight (lb)</i>	<i>13,230.00</i>
<i>Pole 9 Weight (lb)</i>	<i>13,230.00</i>
<i>Pole 10 Weight (lb)</i>	<i>13,230.00</i>
<i>Pole 11 Weight (lb)</i>	<i>12,600.00</i>
<i>Pole 12 Weight (lb)</i>	<i>13,230.00</i>
<i>Pole 13 Weight (lb)</i>	<i>13,230.00</i>
<i>Pole 14 Weight (lb)</i>	<i>12,600.00</i>
<i>Pole 15 Weight (lb)</i>	<i>12,600.00</i>
<i>Pole 16 Weight (lb)</i>	<i>12,600.00</i>
<i>Pole 17 Weight (lb)</i>	<i>12,600.00</i>
<i>Pole 18A Weight (lb)</i>	<i>6,000.00</i>
<i>Pole 18B Weight (lb)</i>	<i>7,950.00</i>
<i>Pole 18C Weight (lb)</i>	<i>6,000.00</i>
<i>Pole 19 Weight (lb)</i>	<i>12,600.00</i>
<i>Pole 20 Weight (lb)</i>	<i>12,600.00</i>
Total Weight of O&M Building (ton)	21.50
<i>Total Weight of O&M Building (lb)</i>	<i>43,000.00</i>
Total Weight of Control Building (ton)	33.08
<i>Total Weight of Control Building (lb)</i>	<i>66,152.00</i>
Total Weight of Piles (ton)	12,701.97
<i>Total Weight of Piles (lb)</i>	<i>25,403,939.20</i>
<i>Total Weight of Pile Type W6x25 11.5' (lb)</i>	<i>1,046,500.00</i>
<i>Number of Pile Type W6x25 11.5'</i>	<i>3,640.00</i>
<i>Total Weight of Pile Type W6x25 11.5' (lb)</i>	<i>287.50</i>
<i>Total Weight of Pile Type W6x15 10.5' (lb)</i>	<i>7,117,110.00</i>
<i>Number of Pile Type W6x15 10.5'</i>	<i>45,188.00</i>
<i>Weight of Pile Type W6x15 10.5' (lb)</i>	<i>157.50</i>
<i>Total Weight of Pile Type W6x20 12.5' (lb)</i>	<i>1,783,750.00</i>
<i>Number of Pile Type W6x20 12.5'</i>	<i>7,135.00</i>
<i>Total Weight of Pile Type W6x20 12.5' (lb)</i>	<i>250.00</i>
<i>Total Weight of Pile Type W6x8.5 11' (lb)</i>	<i>20,570.00</i>
<i>Weight of Pile Type W6x8.5 11' (lb)</i>	<i>93.50</i>
<i>Number of Pile Type W6x8.5 11'</i>	<i>220.00</i>
<i>Total Weight of Pile Type W6x15 12' (lb)</i>	<i>143,280.00</i>
<i>Weight of Pile Type W6x15 12' (lb)</i>	<i>180.00</i>
<i>Number of Pile Type W6x15 12'</i>	<i>796.00</i>
<i>Total Weight of Pile Type W6x15 11' (lb)</i>	<i>66,660.00</i>
<i>Weight of Pile Type W6x15 11' (lb)</i>	<i>165.00</i>
<i>Number of Pile Type W6x15 11'</i>	<i>404.00</i>
<i>Total Weight of Pile Type W6x12 10.5' (lb)</i>	<i>874,944.00</i>
<i>Weight of Pile Type W6x12 10.5' (lb)</i>	<i>126.00</i>
<i>Number of Pile Type W6x12 10.5'</i>	<i>6,944.00</i>
<i>Total Weight of Pile Type W6x12 12.5' (lb)</i>	<i>5,400.00</i>
<i>Weight of Pile Type W6x12 12.5' (lb)</i>	<i>150.00</i>
<i>Number of Pile Type W6x12 12.5'</i>	<i>36.00</i>
<i>Total Weight of Pile Type W6x8.5 10.5' (lb)</i>	<i>35,343.00</i>
<i>Weight of Pile Type W6x8.5 10.5' (lb)</i>	<i>89.25</i>

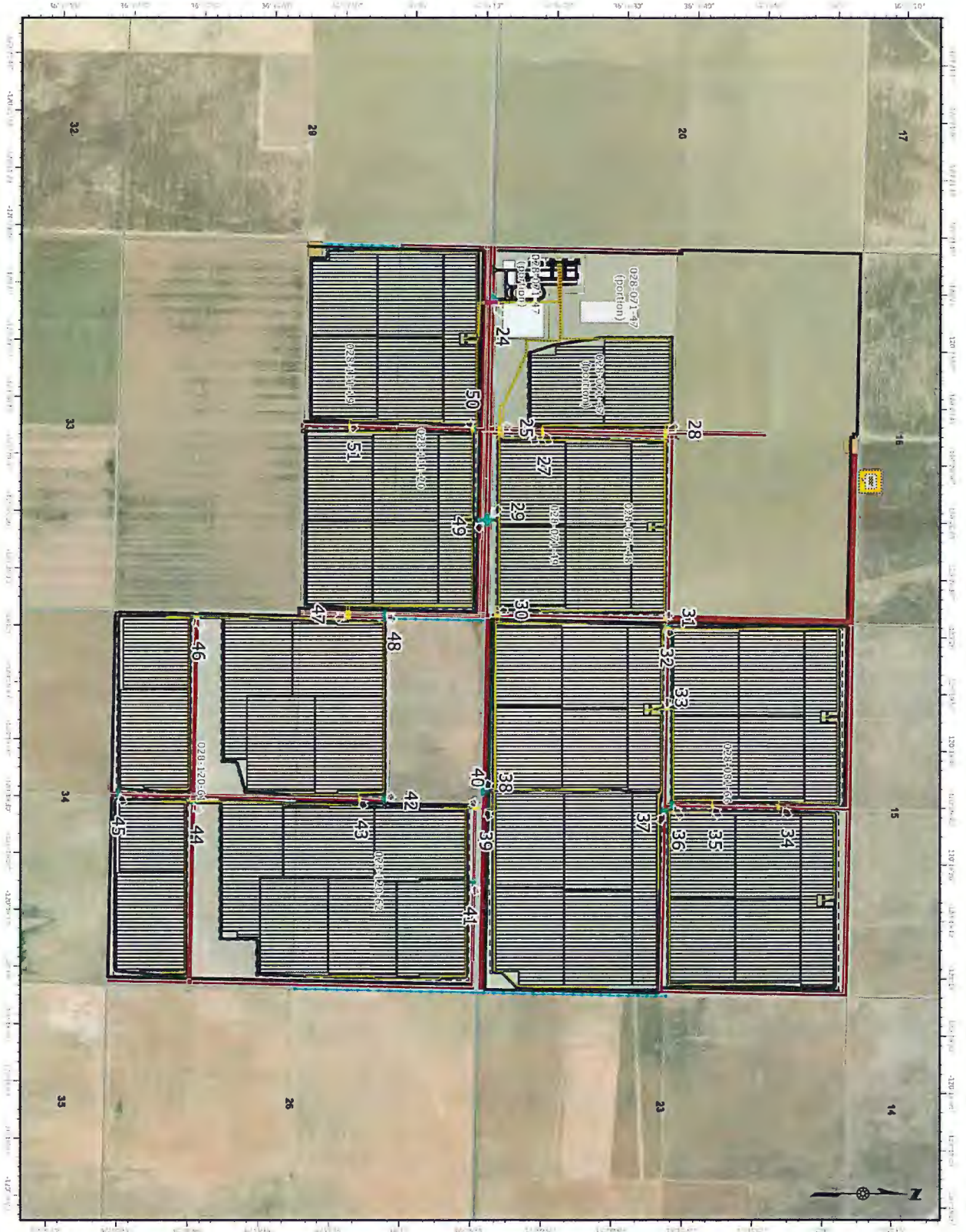
<i>Number of Pile Type W6x8.5 10.5'</i>	396.00
<i>Total Weight of Pile Type W6x12 13' (lb)</i>	2,808.00
<i>Weight of Pile Type W6x12 13' (lb)</i>	156.00
<i>Number of Pile Type W6x12 13'</i>	18.00
<i>Total Weight of Pile Type W6x12 12' (lb)</i>	42,768.00
<i>Weight of Pile Type W6x12 12' (lb)</i>	144.00
<i>Number of Pile Type W6x12 12'</i>	297.00
<i>Total Weight of Pile Type W6x12 11' (lb)</i>	375,540.00
<i>Weight of Pile Type W6x12 11' (lb)</i>	132.00
<i>Number of Pile Type W6x12 11'</i>	2,845.00
<i>Total Weight of Pile Type W6x20 13' (lb)</i>	99,840.00
<i>Weight of Pile Type W6x20 13' (lb)</i>	260.00
<i>Number of Pile Type W6x20 13'</i>	384.00
<i>Total Weight of Pile Type W6x20 12' (lb)</i>	971,760.00
<i>Weight of Pile Type W6x20 12' (lb)</i>	240.00
<i>Number of Pile Type W6x20 12'</i>	4,049.00
<i>Total Weight of Pile Type W6x20 11.5' (lb)</i>	131,790.00
<i>Weight of Pile Type W6x20 11.5' (lb)</i>	230.00
<i>Number of Pile Type W6x20 11.5'</i>	573.00
<i>Total Weight of Pile Type W6X10.4 12.5' (lb)</i>	933,660.00
<i>Weight of Pile Type W6X10.4 12.5' (lb)</i>	130.00
<i>Number of Pile Type W6X10.4 12.5'</i>	7,182.00
<i>Total Weight of Pile Type W6X12 13.17' (lb)</i>	2,786,245.20
<i>Weight of Pile Type W6X12 13.17' (lb)</i>	158.04
<i>Number of Pile Type W6X12 13.17'</i>	17,630.00
<i>Total Weight of Pile Type W6X12 14' (lb)</i>	699,216.00
<i>Weight of Pile Type W6X12 14' (lb)</i>	168.00
<i>Number of Pile Type W6X12 14'</i>	4,162.00
<i>Total Weight of Pile Type W6X15 12.25' (lb)</i>	3,757,687.50
<i>Weight of Pile Type W6X15 12.25' (lb)</i>	183.75
<i>Number of Pile Type W6X15 12.25'</i>	20,450.00
<i>Total Weight of Pile Type W6X15 15.33' (lb)</i>	1,172,745.00
<i>Weight of Pile Type W6X15 15.33' (lb)</i>	229.95
<i>Number of Pile Type W6X15 15.33'</i>	5,100.00
<i>Total Weight of Pile Type W6X20 12.75' (lb)</i>	949,365.00
<i>Weight of Pile Type W6X20 12.75' (lb)</i>	255.00
<i>Number of Pile Type W6X20 12.75'</i>	3,723.00
<i>Total Weight of Pile Type W6X20 16.25' (lb)</i>	1,463,800.00
<i>Weight of Pile Type W6X20 16.25' (lb)</i>	325.00
<i>Number of Pile Type W6X20 16.25'</i>	4,504.00
<i>Total Weight of Pile Type W6X25 18.67' (lb)</i>	508,757.50
<i>Weight of Pile Type W6X25 18.67' (lb)</i>	466.75
<i>Number of Pile Type W6X25 18.67'</i>	1,090.00
<i>Total Weight of Pile Type W6X25 17.92' (lb)</i>	414,400.00
<i>Weight of Pile Type W6X25 17.92' (lb)</i>	448.00
<i>Number of Pile Type W6X25 17.92'</i>	925.00
Total Weight of Inverters (ton)	2,501.42
<i>Total Weight of Inverters (lb)</i>	5,002,833.00
<i>Total Weight of each Inverter type A (lb)</i>	3,426,015.00
<i>Weight of each Inverter type A (lb)</i>	30,865.00
<i>Number of Inverter type A</i>	111.00
<i>Total Weight of each Inverter type B (lb)</i>	1,576,818.00
<i>Weight of each Inverter type B (lb)</i>	30,918.00
<i>Number of Inverter type B</i>	51.00
Total Weight of High Voltage Breakers (ton)	17.10
<i>Total Weight of High Voltage Breakers (lb)</i>	34,200.00
<i>Weight of each High Voltage Breaker (lb)</i>	11,400.00
<i>Number of High Voltage Breakers</i>	3.00
Total Weight of Low Voltage Breakers and Capacitor Banks (ton)	45.90
<i>Total Weight of Low Voltage Breakers and Capacitor Banks (lb)</i>	91,800.00
<i>Weight of each Low Voltage Breaker and Capacitor Bank (lb)</i>	5,400.00
<i>Number of Low Voltage Breakers and Capacitor Banks</i>	17.00
Total Weight of Cabling (ton)	1,872.41
<i>Total Weight of Cabling (lb)</i>	3,744,822.31
<i>Total Weight of 350kCMIL DC Cabling (lb)</i>	51,446.64
<i>Weight of one Foot of 350kCMIL DC Cabling (lb/ft)</i>	0.45
<i>Feet of 350kCMIL DC Cabling (ft)</i>	113,820.00
<i>Total Weight of 500kCMIL DC Cabling (lb)</i>	146,610.92
<i>Weight of one Foot of 500kCMIL DC Cabling (lb/ft)</i>	0.61

<i>Feet of 500kCMIL DC Cabling (ft)</i>	238,780.00
<i>Total Weight of 750kCMIL DC Cabling (lb)</i>	2,420,473.70
<i>Weight of one Foot of 750kCMIL DC Cabling (lb/ft)</i>	0.90
<i>Feet of 750kCMIL DC Cabling (ft)</i>	2,683,452.00
<i>Total Weight of 1/3" 400 AC Cabling (lb)</i>	118,011.18
<i>Weight of one Foot of 1/3" 400 AC Cabling (lb/ft)</i>	0.88
<i>Feet of 1/3" 400 AC Cabling (ft)</i>	133,648.00
<i>Total Weight of 1/6" 500 AC Cabling (lb)</i>	285,377.96
<i>Weight of one Foot of 1/6" 500 AC Cabling (lb/ft)</i>	1.41
<i>Feet of 1/6" 500 AC Cabling (ft)</i>	201,966.00
<i>Total Weight of 1/6" 750 AC Cabling (lb)</i>	112,371.48
<i>Weight of one Foot of 1/6" 750 AC Cabling (lb/ft)</i>	1.85
<i>Feet of 1/6" 750 AC Cabling (ft)</i>	60,840.00
<i>Total Weight of 1/12" 1000 AC Cabling (lb)</i>	610,530.42
<i>Weight of one Foot of 1/12" 1000 AC Cabling (lb/ft)</i>	2.17
<i>Feet of 1/12" 1000 AC Cabling (ft)</i>	281,870.00
Total Weight of Steel (ton)	171.14
<i>Total Weight of Steel (lb)</i>	342,275.00
<i>Total 230KV H-Frame Deadend Structure Weight (lb)</i>	18,094.00
<i>230KV H-Frame Deadend Structure Weight (lb)</i>	18,094.00
<i>Number of 230KV H-Frame Deadend Structures</i>	1.00
<i>Total 230KV 1Ø Low Bus Support A Weight (lb)</i>	7,665.00
<i>230KV 1Ø Low Bus Support A Weight (lb)</i>	511.00
<i>Number of 230KV 1Ø Low Bus Support A</i>	15.00
<i>Total 230KV 1Ø Low Bus Support B Weight (lb)</i>	23,445.00
<i>230KV 1Ø Low Bus Support B Weight (lb)</i>	521.00
<i>Number of 230KV 1Ø Low Bus Support B</i>	45.00
<i>Total 230KV 1Ø High Bus Support A Weight (lb)</i>	23,868.00
<i>230KV 1Ø High Bus Support A Weight (lb)</i>	1,326.00
<i>Number of 230KV 1Ø High Bus B Supports</i>	18.00
<i>Total 230KV 1Ø High Bus Support B Weight (lb)</i>	23,886.00
<i>230KV 1Ø High Bus Support B Weight (lb)</i>	1,327.00
<i>Number of 230KV 1Ø High Bus Support A</i>	18.00
<i>Total 230KV 3Ø Low Switch Stand A Weight (lb)</i>	13,926.00
<i>230KV 3Ø Low Switch Stand A Weight (lb)</i>	2,321.00
<i>Number of 230KV 3Ø Low Switch Stand A</i>	6.00
<i>Total 230KV 3Ø Low Switch Stand B Weight (lb)</i>	19,656.00
<i>230KV 3Ø Low Switch Stand B Weight (lb)</i>	2,184.00
<i>Number of 230KV 3Ø Low Switch Stand B</i>	9.00
<i>Total 230KV 1Ø Current Transformer Stand A Weight (lb)</i>	2,214.00
<i>230KV 1Ø Current Transformer Stand A Weight (lb)</i>	738.00
<i>Number of 230KV 1Ø Current Transformer Stand A</i>	3.00
<i>Total 230KV 1Ø Current Transformer Stand B Weight (lb)</i>	2,208.00
<i>230KV 1Ø Current Transformer Stand B Weight (lb)</i>	736.00
<i>Number of 230KV 1Ø Current Transformer Stand B</i>	3.00
<i>Total 230KV 3Ø PG&E Metering Stand A Weight (lb)</i>	12,626.00
<i>230KV 3Ø PG&E Metering Stand A Weight (lb)</i>	6,313.00
<i>Number of 230KV 3Ø PG&E Metering Stand A</i>	2.00
<i>Total 230KV 3Ø PG&E Metering Stand B Weight (lb)</i>	6,873.00
<i>230KV 3Ø PG&E Metering Stand B Weight (lb)</i>	6,873.00
<i>Number of 230KV 3Ø PG&E Metering Stand B</i>	1.00
<i>Total 230KV 1Ø Voltage Transformer Stand A Weight (lb)</i>	4,107.00
<i>230KV 1Ø Voltage Transformer Stand A Weight (lb)</i>	1,369.00
<i>Number of 230KV 1Ø Voltage Transformer Stand A</i>	3.00
<i>Total 230KV 1Ø Voltage Transformer Stand B Weight (lb)</i>	4,470.00
<i>230KV 1Ø Voltage Transformer Stand B Weight (lb)</i>	745.00
<i>Number of 230KV 1Ø Voltage Transformer Stand B</i>	6.00
<i>Total 34.5KV 3 Bay Distribution Structure Weight (lb)</i>	26,436.00
<i>34.5KV 3 Bay Distribution Structure Weight (lb)</i>	8,812.00
<i>Number of 34.5KV 3 Bay Distribution Structures</i>	3.00
<i>Total 34.5KV 1Ø Neutral Grounding Resistor Stand A Weight (lb)</i>	811.00
<i>34.5KV 1Ø Neutral Grounding Resistor Stand A Weight (lb)</i>	811.00
<i>Number of 34.5KV 1Ø Neutral Grounding Resistor Stand A</i>	1.00
<i>Total 34.5KV 1Ø Neutral Grounding Resistor Stand B Weight (lb)</i>	817.00
<i>34.5KV 1Ø Neutral Grounding Resistor Stand B Weight (lb)</i>	817.00
<i>Number of 34.5KV 1Ø Neutral Grounding Resistor Stand B</i>	1.00
<i>Total 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand A Weight (lb)</i>	1,822.00
<i>34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand A Weight (lb)</i>	1,822.00
<i>Number of 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand A</i>	1.00

Total 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand B Weight (lb)	1,842.00
34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand B Weight (lb)	1,842.00
Number of 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand B	1.00
Total 34.5KV 3Ø Bus Support Stand A Weight (lb)	848.00
34.5KV 3Ø Bus Support Stand A Weight (lb)	848.00
Number of 34.5KV 3Ø Bus Support Stand A	1.00
Total 34.5KV 3Ø Bus Support Stand B Weight (lb)	840.00
34.5KV Bus Support Stand B Weight (lb)	840.00
Number of 34.5KV Bus Support Stand B	1.00
Total 34.5KV 3 Bay Terminator Stand A Weight (lb)	10,572.00
34.5KV 3 Bay Terminator Stand A Weight (lb)	5,286.00
Number of 34.5KV 3 Bay Terminator Stand A	2.00
Total 34.5KV 3 Bay Terminator Stand B Weight (lb)	9,133.00
34.5KV 3 Bay Terminator Stand B Weight (lb)	9,133.00
Number of 34.5KV 3 Bay Terminator Stand B	1.00
Total 80FT Static Pole A Weight (lb)	19,752.00
80FT Static Pole A Weight (lb)	6,584.00
Number of 80FT Static Pole A	3.00
Total 80FT Static Pole B Weight (lb)	13,972.00
80FT Static Pole B Weight (lb)	6,986.00
Number of 80FT Static Pole B	2.00
Total Control Building & Transformer PIT Stairs Weight (lb)	2,353.00
Control Building & Transformer PIT Stairs Weight (lb)	2,353.00
Number of Control Building & Transformer PIT Stairs	1.00
Total 34.5KV Distribution Structure A Weight (lb)	11,547.00
34.5KV Distribution Structure A Weight (lb)	11,547.00
Number of 34.5KV Distribution Structure A	1.00
Total 34.5KV Distribution Structure B Weight (lb)	9,709.00
34.5KV Distribution Structure B Weight (lb)	9,709.00
Number of 34.5KV Distribution Structure B	1.00
Total 34.5KV Distribution Structure C Weight (lb)	9,005.00
34.5KV Distribution Structure C Weight (lb)	9,005.00
Number of 34.5KV Distribution Structure C	1.00
Total 230KV Light Bracket Weight (lb)	210.00
230KV Light Bracket Weight (lb)	30.00
Number of 230KV Light Brackets	7.00
Total 34.5KV 4-Bay Terminator Stand Weight (lb)	13,650.00
34.5KV 4-Bay Terminator Stand Weight (lb)	13,650.00
Number of 34.5KV 4-Bay Terminator Stands	1.00
Total 34.5KV 3-Phase Riser Structure Weight (lb)	4,445.00
34.5KV 3-Phase Riser Structure Weight (lb)	4,445.00
Number of 34.5KV 3-Phase Riser Structures	1.00
Total 34.5KV H-Frame Deadend Structure Weight (lb)	39,602.00
34.5KV H-Frame Deadend Structure Weight (lb)	19,801.00
Number of 34.5KV H-Fram Deadend Structures	2.00
Total Transformer Platform Weight (lb)	1,871.00
Transformer Platform Weight (lb)	1,871.00
Number of Transformer Platforms	1.00
Total Weight of Trackers (ton)	12,897.39
Total Weight of Trackers (lb)	25,794,789.16
Total Torque Tube Weight (lb)	21,631,181.85
Torque Tube Weight (lb)	165.15
Number of Torque Tubes	130,979.00
Total Bearing Housing Assembly Weight (lb)	2,021,209.71
Bearing Housing Assembly Weight (lb)	16.09
Number of Bearing Housing Assemblies	125,619.00
Total Slew Gear Weight (lb)	2,142,397.60
Slew Gear Weight (lb)	151.90
Number of Slew Gears	14,104.00
Total Weight of Concrete (ton)	4,888.44
Weight of Substation Concrete Foundations (ton)	3,619.61
Volume of Substation Concrete Foundations (cubic yards)	1,849.57
Weight of 1 cubic yard of Concrete (ton)	1.96
Weight of Inverter Concrete Beam Foundations (ton)	1,248.68
Number of Inverter Concrete Beam Foundations	122.00
Volume of each Inverter Concrete Beam Foundation (cubic yards)	5.22
Weight of 1 cubic yard of Concrete (ton)	1.96
Weight of BESS Auxiliary Concrete Pads (ton)	20.14
Volume of BESS Auxiliary Concrete Pads (cubic yards)	10.28

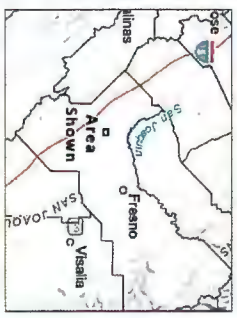
<i>Weight of 1 cubic yard of Concrete (ton)</i>	1.96
Total Weight of Aggregate (ton)	32,113.66
<i>Weight of Engineering Fill for Inverters (ton)</i>	1,976.80
<i>Volume of Engineering Fill for Inverters (cubic yards)</i>	1,412.00
<i>Weight of 1 cubic yard of Aggregate (ton)</i>	1.40
<i>Weight of Scarlet I BESS & Substation Support (ton)</i>	15,087.89
<i>Volume of Scarlet I BESS & Substation Support (cubic yards)</i>	10,777.07
<i>Weight of 1 cubic yard of Aggregate (ton)</i>	1.40
<i>Weight of Scarlet II BESS Support (ton)</i>	21,048.97
<i>Volume of Scarlet II BESS Support (cubic yards)</i>	15,034.98
<i>Weight of 1 cubic yard of Aggregate (ton)</i>	1.40
Total Weight of Miscellaneous Waste (ton)	2,000.00
Total Weight of Other Waste (ton)	45,051.77
Weight of Solar Panels (ton)	36,346.37
<i>Weight of Intact Solar Panels (lb)</i>	72,692,736.03
<i>Weight of each Panel (lb)</i>	67.53
<i>Number of Panels</i>	1,076,451
Total Weight of Battery Containers (ton)	8,349.60
<i>Total Weight of Battery Containers (lb)</i>	16,699,200.00
<i>Weight per Battery Container (lb)</i>	56,800.00
<i>Number of Battery Containers</i>	294.00
Total Weight of Substation Transformer (ton)	282.30
<i>Total Weight of Substation Transformer (lb)</i>	564,600.00
<i>Weight of each Substation Transformer (lb)</i>	282,300.00
<i>Number of Substation Transformers</i>	2.00
Total Weight of Battery Auxiliary Transformer (ton)	73.50
<i>Total Weight of Battery Auxiliary Transformer (lb)</i>	147,000.00
<i>Weight of each Battery Auxiliary Transformer (lb)</i>	24,500.00
<i>Number of Battery Auxiliary Transformers</i>	6.00














Additional Input Data		
Labor Cost Data (from Prevailing Wage Data)		
Profession	Total \$/hr	
Electrician	\$	66.47
General Laborer	\$	61.31
Forklift Operator	\$	81.39
Crane Operator (45 tons and under)	\$	88.03
Crane Operator (100 tons and over)	\$	91.53
End Loader Operator/ Backhoe Operator	\$	87.64
Excavator Operator	\$	90.65
Piledriver Operator	\$	86.37
Major Equipment Cost Data		
Equipment	Monthly Rate	Delivery
Forklift	\$ 2,085.00	\$ 250.00
Crane	\$ 4,316.00	\$ 250.00
Grader	\$ 3,924.00	\$ 400.00
Backhoe-Loader	\$ 1,030.00	\$ 250.00
Vibratory Pile Extractor	\$ 4,500.00	\$ 250.00
Excavator	\$ 2,384.00	\$ 250.00

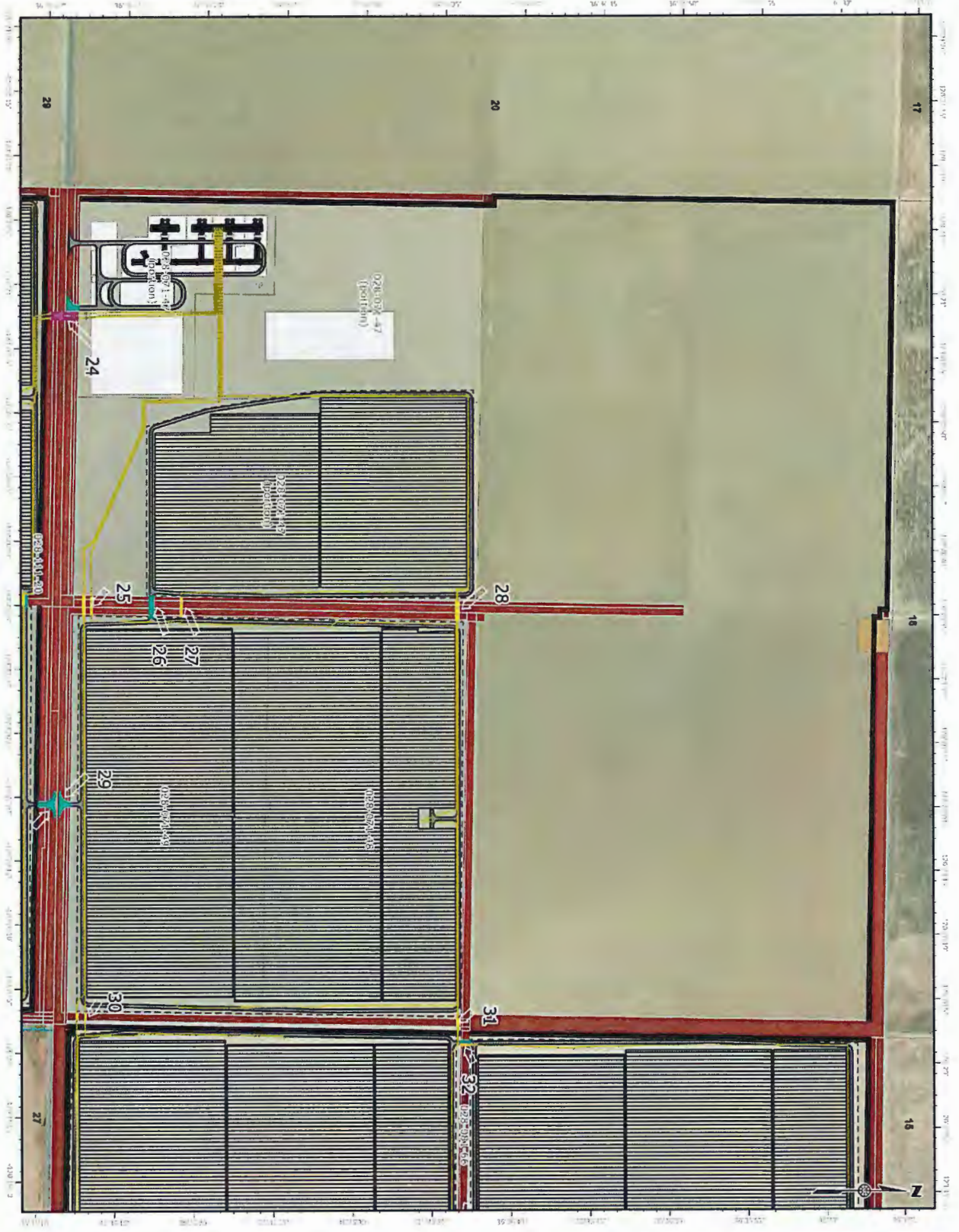



Scarlet Solar II
 Pre-Construction
 Overview Map

Date: 2/24/2023
 MAD 15833 Statewide California IV FIPs



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



edp renewables

Scarlet II

Pre-Construction

Section 21

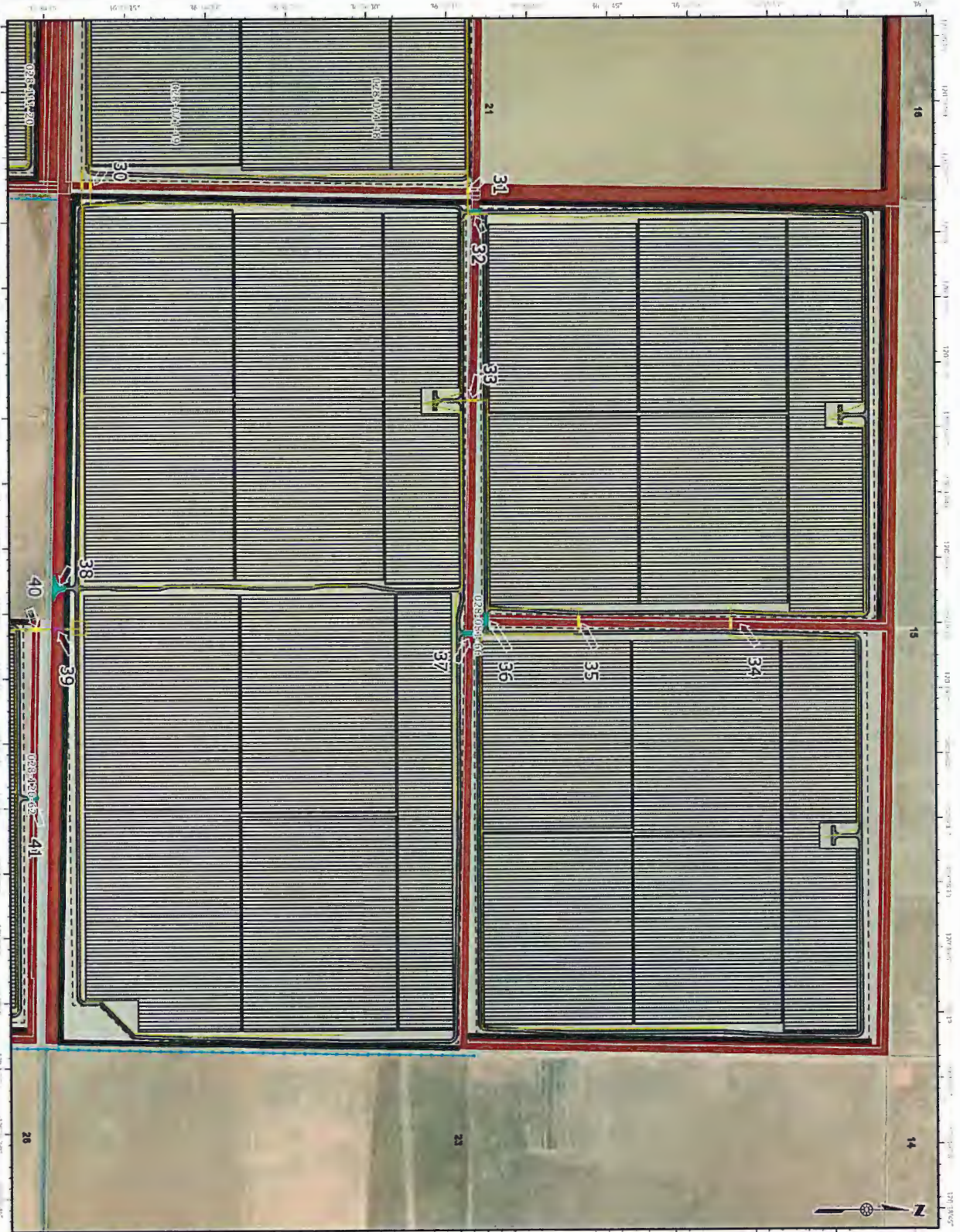
Date: 2/24/2023

180 ft

Area Shown

0 0.05 0.1 0.15 0.2 0.25 Miles

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



edp renewables

Scarlet II

Pre-Construction Section 22

Date: 2/24/2023

Area Shown

Area Shown

0 0.05 0.1 0.15 0.2 0.25 Miles

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



edq renewables

Scarlet II

Pre-Construction

Section 27

Date: 2/24/2023

Area Shown

W Floral Ave

Miles

0 0.05 0.1 0.15 0.2 0.25

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



eda renewables

Scarlet II

Pre-Construction

Section 28

Date: 2/24/2023

Area Shown

0 0.05 0.1 0.15 0.2 0.25 Miles

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

Crossing Number	APN	Scarlet Improvement	Easement/Rights Holder	Easement Width	Easement/Document Purpose	Exclusivity	Recording Information
24	028-071-47	Project Road	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46
24	028-071-47	Project Road	Westlands Water District	15'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
24	028-071-47	Overhead Collection	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46
24	028-071-47	Overhead Collection	Westlands Water District	15'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
24	028-111-20	Overhead Collection	County ROW	50'	Public Road	Non-exclusive	
24	028-111-20	Overhead Collection	Westlands Water District	65'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
25	028-071-47	Overhead Collection	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46
25	028-071-47	Overhead Collection	Westlands Water District	15'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
26	028-071-47	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
26	028-071-47	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 54340 in Book 7035, Page 857
27	028-071-47	Project Road	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
27	028-071-47	Project Road	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 54340 in Book 7035, Page 857
28	028-071-47	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
28	028-071-47	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 54340 in Book 7035, Page 857
29	028-071-47	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
29	028-071-47	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 54340 in Book 7035, Page 857
30	028-071-48	Underground Collection	PG&E	50'	Transmission Line	Non-exclusive	Instrument No. 56945 in Book 2292, Page 448
31	028-081-66	Project Road	Westlands Water District	60'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
31	028-081-66	Underground Collection	Westlands Water District	60'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
32	028-081-66	Underground Collection	PG&E	50'	Transmission Line	Non-exclusive	Instrument No. 56945 in Book 2292, Page 448
33	028-081-66	Underground Collection	Westlands Water District	60'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
34	028-081-66	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
35	028-081-66	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
36	028-081-66	Project Road	Westlands Water District	60'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
Crossing Number	APN	Scarlet Improvement	Easement/Rights Holder	Easement Width	Easement/Document Purpose	Exclusivity	Recording Information
37	028-081-66	Project Road	Westlands Water District	85'	Water Pipeline	Non-exclusive	Instrument No. 24736 in Book 5294, Page 400
37	028-081-66	Project Road	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 55947 in Book 5341, Page 497
38	028-081-66	Overhead Collection	Westlands Water District	85'	Water Pipeline	Non-exclusive	Instrument No. 24736 in Book 5294, Page 400
38	028-081-66	Overhead Collection	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 55947 in Book 5341, Page 497
39	028-120-62	Underground Collection	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 34599 in Book 5570, Page 217
39	028-120-62	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 63163 in Book 7297, Page 10
40	028-120-62	Project Road	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 34599 in Book 5570, Page 217
40	028-120-62	Project Road	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 63163 in Book 7297, Page 10
41	028-120-62	Project Road	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 63163 in Book 7297, Page 10
41	028-120-62	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
42	028-120-62	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 63163 in Book 7297, Page 10
42	028-120-62	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
43	028-120-61	Project Road	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 59942 in Book 3088, Page 121
44	028-120-61	Underground Collection	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 59942 in Book 3088, Page 121
45	028-120-61	Project Road	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 59942 in Book 3088, Page 121
45	028-120-61	Underground Collection	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 59942 in Book 3088, Page 121
46	028-120-62	Project Road	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
46	028-120-62	Project Road	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 43681 in Book 5323, Page 284

46	028-120-62	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
47	028-120-62	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
47	028-120-62	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 43681 in Book 5323, Page 284
47	028-120-62	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
48	028-111-20	Project Road	Westlands Water District	115'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
48	028-111-20	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
48	028-111-20	Project Road	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 55947, in Book 5341, Page 497
Crossing Number	APN	Scarlet Improvement	Easement/Rights Holder	Easement Width	Easement/Document Purpose	Exclusivity	Recording Information
49	028-111-20	Project Road	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
49	028-111-20	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
50	028-111-20	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
50	028-111-20	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203

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Exhibit B-2

Legal Descriptions of the Phase II Property

(See Attached)

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN GRANT DEED RECORDED JANUARY 2, 2004 AS INSTRUMENT NO. 2004-0000205 OF OFFICIAL RECORDS.

APN: 028-071-48

PARCEL 2:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE SOUTH 50 FEET OF SAID SOUTHEAST QUARTER.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN GRANT DEED RECORDED JANUARY 2, 2004 AS INSTRUMENT NO. 2004-0000205 OF OFFICIAL RECORDS.

APN: 028-071-49

PARCEL 3:

THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE SOUTH 50 FEET OF SAID SOUTHWEST QUARTER.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN GRANT DEED RECORDED JANUARY 2, 2004 AS INSTRUMENT NO. 2004-0000205 OF OFFICIAL RECORDS.

APN: 028-071-47

PARCEL 4:

THE EAST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE (1) WESTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 28 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE (2) SOUTHERLY ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TO A POINT 50 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 28 (MEASURED AT RIGHT ANGLES); THENCE (3) EASTERLY, PARALLEL WITH SAID NORTH BOUNDARY TO A POINT WHICH IS 1120.31 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID SECTION 28, (MEASURED ALONG SAID NORTH BOUNDARY), THENCE (4) SOUTHEASTERLY TO A POINT ON THE EAST BOUNDARY OF SAID SECTION 28, SAID POINT BEING 66 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 28; THENCE (5) NORTHERLY ALONG SAID EAST BOUNDARY TO THE NORTHEAST CORNER OF SAID SECTION 28; THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS AND ASPHALTUM AND OTHER CARBON SUBSTANCES AND MINERAL RIGHTS OF WHATSOEVER KIND AND CHARACTER IN AND TO OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PROPERTY AND TO USE THE SAME FOR THE PURPOSE OF EXPLORING AND DEVELOPING AND REMOVING THEREFROM ALL SAID GAS, OIL, ASPHALTUM AND OTHER CARBON SUBSTANCES AND OTHER MINERALS OF EVERY KIND AND CHARACTER, AN UNDIVIDED ONE-HALF INTEREST THEREOF BEING RESERVED IN THE DEED FROM HOTCHKISS ESTATE COMPANY, A CORPORATION, TO D. J. CANTY ESTATE, A CORPORATION, DATED DECEMBER 30, 1947 FILED FOR RECORD JANUARY 19, 1948 AS DOCUMENT NO. 2679 IN BOOK 2612, PAGE 1 OF OFFICIAL RECORDS, AND AN UNDIVIDED ONE-HALF INTEREST BEING RESERVED IN THE DEED FROM D. J. CANTY ESTATE, A CORPORATION, TO H. C. REECE AND TOM REECE, DATED JANUARY 20, 1948 FILED FOR RECORD MAY 19, 1948 AS DOCUMENT NO. 24532 IN BOOK 2644, PAGE 214 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM UNTO THE GRANTORS THEREIN ALL REMAINING OIL, GAS, ASPHALTUM AND OTHER CARBON SUBSTANCES AND MINERAL RIGHTS OF WHATSOEVER KIND AND CHARACTER IN AND TO OR UNDER THE PROPERTY DESCRIBED AS RESERVED BY H. C. REECE, ET UX, IN DEED RECORDED FEBRUARY 14, 1986 AS DOCUMENT NO. 86015999 OF OFFICIAL RECORDS.

APN: PORTION OF 028-111-20

PARCEL 5:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF.

ALSO EXCEPTING THEREFROM UNTO THE GRANTORS THEREIN ALL REMAINING OIL, GAS, ASPHALTUM AND OTHER CARBON SUBSTANCES AND MINERAL RIGHTS OF WHATSOEVER KIND AND CHARACTER IN AND TO OR UNDER THE PROPERTY DESCRIBED AS RESERVED BY H. C. REECE, ET UX, IN DEED RECORDED FEBRUARY 14, 1986 AS DOCUMENT NO. 86015999 OF OFFICIAL RECORDS.

APN: PORTION OF 028-111-20

PARCEL 6:

ALL OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OF THE OIL, GAS AND OTHER HYDROCARBONS IN AND UNDER SAID LAND OR PRODUCED OR SAVED THEREFROM; TOGETHER WITH THE RIGHT AND POWER IN GRANTORS, THEIR SUCCESSORS OR ASSIGNS, IN PERSON OR THROUGH THE AGENCY OF ANY LESSEE, OPERATOR, INDEPENDENT CONTRACTOR OR OTHERWISE, TO MINE FOR, DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE AN UNDIVIDED ONE-HALF OF ALL OF SAID SUBSTANCES (AND WATER FOR GRANTORS' SAID OPERATIONS ON SAID LAND) FROM, AND TO STORE THE SAME UPON, THE SAID LAND WITH THE RIGHT OF ENTRY THEREON AT ALL TIMES FOR SAID PURPOSES; TOGETHER WITH THE RIGHT TO MINE OR DRILL WELLS THEREON, FOR SAID PURPOSES AND TO CONSTRUCT, ERECT, MAINTAIN, OPERATE, USE, REPAIR AND REPLACE THEREON AND REMOVE THEREFROM ALL PIPELINES, TELEPHONE AND TELEGRAPH LINES, DERRICKS, TANKS, MACHINERY, BUILDINGS AND OTHER STRUCTURES WHICH GRANTORS, THEIR SUCCESSORS OR ASSIGNS, MAY DESIRE IN CARRYING ON ANY SUCH OPERATION, INCLUDING ALL RIGHTS NECESSARY OR CONVENIENT THERETO, TOGETHER WITH THE RIGHTS OF WAY FOR PASSAGE OVER, UPON AND ACROSS, AND INGRESS AND EGRESS TO AND FROM SAID LAND FOR SUCH PURPOSES, AS RESERVED IN THE DEED FROM JOHN B. JAGO, ET AL, DATED DECEMBER 24, 1946, RECORDED FEBRUARY 03, 1947 AS DOCUMENT NO. 6655 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF FRESNO BY DEED RECORDED JULY 28, 1966 IN BOOK 5341, PAGE 497 AS DOCUMENT NO. 55947 OF OFFICIAL RECORDS.

AND ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF FRESNO BY DEED RECORDED JANUARY 06, 1995 AS DOCUMENT NO. 95002091 OF OFFICIAL RECORDS.

AND ALSO EXCEPTING THEREFROM ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS RESERVED IN THE DEED RECORDED JULY 29, 1999, AS DOCUMENT NO. 1999-0111576 OF OFFICIAL RECORDS.

APN: 028-081-66

PARCEL 7:

THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING THE HEREINABOVE DESCRIBED PROPERTY OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITED THE GENERALITY OF THE FOREGOING, ALL OIL, NATURAL GAS AND HYDROCARBON SUBSTANCES, GEOTHERMAL STEAM, BRINES AND MINERALS IN SOLUTION, AND SAND, GRAVEL AND AGGREGATES, AND PRODUCTS DERIVED THEREFROM, AS GRANTED TO BRAVO OIL COMPANY IN DEED RECORDED DECEMBER 29, 1965, AS DOCUMENT NO. 104217 OF OFFICIAL RECORDS.

APN: 028-120-62

PARCEL 8:

THE SOUTH HALF OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING THE HEREINABOVE DESCRIBED PROPERTY OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OIL, NATURAL GAS AND HYDROCARBON SUBSTANCES, GEOTHERMAL STEAM, BRINES AND MINERALS IN SOLUTION, AND SAND, GRAVEL AND AGGREGATES, AND PRODUCTS DERIVED THEREFROM, AS GRANTED TO BRAVO OIL COMPANY IN DEED RECORDED DECEMBER 29, 1965, AS DOCUMENT NO. 104217 OF OFFICIAL RECORDS.

APN: 028-120-61

PARCEL 9:

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

PORTION OF APN: 028-111-19



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EXHIBIT C-3

Form of RE Scarlet LLC Phase II Easement

(See Attached.)

RECORDING REQUESTED BY:

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

AND WHEN RECORDED MAIL TO:

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

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

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Scarlet Solar Energy Phase II Project

(RE Scarlet LLC)

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ____ day of _____, 2023, by RE Scarlet LLC, a Delaware limited liability company (together with its designees, successors, and/or assigns, "GRANTOR"), in favor of the County of Fresno, a political subdivision of the State of California ("COUNTY").

I. RECITALS

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

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

B. GRANTOR proposes to construct and operate “Phase II” of the Scarlet Solar Energy Project, consisting of an approximately 200-megawatt (“MW”) solar photovoltaic generation facility, 150-MW / 600 MW hour energy storage system, substation, and transmission lines (collectively, the Scarlet Solar Energy Phase II Project or the “**Phase II Project**”), located on an approximately 1,850-acre site in unincorporated Fresno County (the “**Phase II Project Site**”), which Phase II Project Site consists of the Grantor Property (defined in Recital I.C. hereof) as more particularly described in **Exhibit A**, attached hereto and incorporated by this reference.

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

D. COUNTY's Planning Commission conditioned approval of CUP No. 3555 on, among other things, GRANTOR's compliance with a reclamation plan, prescribing the process for decommissioning, dismantling, and removal of the entire Project, including the Phase II Project, and reclamation of all of the Project Site, including the Phase II Project Site, to its pre-project condition pursuant to the reclamation plan. Pursuant to a condition of such approval and the Reclamation Agreement (defined in Recital I.F. hereof), GRANTOR, as the owner of the Project, including the Phase II Project, and COUNTY agreed to certain modifications to such reclamation plan in the form of an Addendum to the October 2021 Reclamation Plan and the Second Addendum to the October 2021 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, including the Phase II Project, and reclaim all of the Project Site, including the Phase II Project Site, to its pre-project condition pursuant to the Reclamation Plan.

F. In order to secure GRANTOR's faithful performance of all of its obligations under the Reclamation Plan, GRANTOR and COUNTY entered into a Solar Project Reclamation Agreement dated August 23, 2022. In order to further secure GRANTOR's faithful performance of all of its obligations under the Reclamation Plan, GRANTOR and COUNTY entered into a First Amendment to Solar Project Reclamation Agreement, dated August 22, 2023, amending the Solar Project Reclamation Agreement to include the Phase II Project (collectively, the First Amendment to Solar Project Reclamation Agreement and the Solar Project Reclamation Agreement are the "**Reclamation Agreement**") by which GRANTOR covenants to, among other things, fully comply with all of the provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposits (the "**Security**"). A true and complete copy of the Reclamation Plan is attached to the Reclamation Agreement.

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

H. The Reclamation Plan, and more specifically, the Reclamation Agreement, including subsection 1(a) thereof, and the First Amendment to Solar Project Reclamation Agreement, including section 5(a) thereof, require GRANTOR to decommission, dismantle, and remove the entire Project, including the entire Phase II Project, and reclaim the all of the Project Site, including the Phase II Project Site, to its pre-project condition pursuant to the Reclamation Plan (collectively, “**Reclamation**”) within twelve (12) months of the earliest to occur of any of the following, as reasonably determined by COUNTY’s Director of Public Works and Planning or such Director’s designee, with respect to the Phase II Project and Phase II Project Site: (i) there has not been substantial development of the Phase II Project within two (2) years following COUNTY’s Planning Commission’s approval of, and issuance to GRANTOR, CUP No. 3555; (ii) the Phase II Project, or a substantial portion thereof, has not, following completion of construction of the Phase II Project, produced electricity for at least six (6) consecutive months within a twelve (12) month period, or for three hundred sixty five (365) non-consecutive calendar days within any twenty four (24) month period, during the term of the Reclamation Agreement; (iv) the expiration or early termination of CUP No. 3555; or (v) thirty-five (35) years from the commencement of operation of the Phase II Project, in its entirety.

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

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

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

II. GRANT OF LIMITED ACCESS EASEMENT

1. GRANTOR hereby irrevocably establishes in favor of, and grants to COUNTY, including its contractors, officers, agents, employees, and representatives (collectively, “**COUNTY PARTIES**”), a nonexclusive access easement over, under, on, and across the Grantor Property (this “**Easement**”), solely for accessing the Grantor Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the Reclamation of the Phase II Project, to the extent that the Phase II Project is located on the Grantor Property, and the Grantor Property, in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose, unless and until this Easement is terminated only pursuant to Section II.5. hereof, provided however, (i) COUNTY agrees that any such Reclamation by any of COUNTY PARTIES on the Grantor Property shall not destroy, damage, or endanger any of the water pipelines, or other third party infrastructure, including the fixtures, devices and appurtenances for such water pipelines and/or such other third party infrastructure (collectively, the “**Water Pipelines and Third Party Infrastructure**”), which are or will be located within in any of the areas covered by any third party easement and/or the Groundwater Easement within the Grantor Property, as reflected in the Reclamation Plan, provided that for any such Water Pipelines and Third Party Infrastructure that are or will be below the surface of the earth, such Water Pipelines and Third Party Infrastructure shall, at the time of such Reclamation on the Grantor Property by any of COUNTY PARTIES, be located at a reasonably-safe depth below the surface of the earth, and (ii) this Easement does not impose any obligation, either express or implied, upon COUNTY to carry out any of the Reclamation of the Phase II Project or the Grantor Property, or any portion of the Phase II Project or the Grantor Property, under the Reclamation Agreement or with respect to the Reclamation Plan.

2. No act, delay in acting, failure to act, or particular or partial exercise of any rights, under this Easement, and the rights granted herein, by COUNTY and/or any of the other COUNTY PARTIES shall be deemed to (i) constitute an abandonment, surrender, termination, waiver, or release

of, or limitation on, this Easement, and the right granted herein, or (ii) impair, terminate, or otherwise affect the validity or effectiveness of this Easement, and the right granted herein. Nonuse, limited use, or intermittent use of this Easement, and the rights granted herein, for any duration shall not preclude or otherwise limit any future use of the entire scope of this Easement, and the rights granted herein, in the event the same is desired or needed, unless and until this Easement is terminated only pursuant to Section II.5. hereof.

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

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

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

6. This Easement is subject only to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the official records of the Fresno County Recorder prior to the Effective Time and Date, including without limitation any and all Encumbrances

so recorded prior to the Effective Time and Date, provided however, the provisions of this Section II.6. are subject to the provisions of subsection II.11.(c) hereof.

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

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

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

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

11. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement on behalf of GRANTOR has full power and authority to execute and deliver this Easement to COUNTY; (b) GRANTOR has full power and authority to authorize COUNTY to record this Easement against the Grantor Property in the official records of the Fresno County Recorder, as provided herein; and (c) notwithstanding anything to the contrary in this Easement, (i) as of the Record Title Date and Time, the Grantor Property was free and clear from any and all agreements, instruments, or documents, whether unrecorded or recorded against the Grantor Property in the official records of the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the Grantor Property, or any portion thereof, including without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, (ii) the Groundwater Easement, as recorded in the official records of the

Fresno County Recorder on the Groundwater Easement Record Date and Time, does not allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the Grantor Property, or any portion thereof, that unreasonably interferes or would unreasonably interfere with this Easement, and the rights granted herein, (iii) the easements and crossings reflected in the Reclamation Plan with respect to the Grantor Property are the only rights, title, or interests in or to the Grantor Property that may impact this Easement, and the rights granted herein, provided however, such easements and crossings do not unreasonably interfere and would not unreasonably interfere with any of COUNTY PARTIES' immediate, reasonable access to the Grantor Property, including any portion thereof, in accordance with the limited purpose of Section II.1 hereof, and (iv) GRANTOR has not, since the Record Title Date and Time, allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise promised or agreed to any of the foregoing), will not, allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity from creating or asserting any claim to, any right, title, or interest in or to, the Grantor Property, or any portion thereof, including without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, and in the event of such unreasonable interference, GRANTOR shall, at its own cost, promptly, to the extent reasonably necessary, eliminate or modify such unreasonable interference to the reasonable satisfaction of COUNTY, so that such interference is only a reasonable interference with this Easement, and the rights granted herein; provided however, COUNTY acknowledges that GRANTOR may not disallow or prohibit a governmental authority from exercising its sovereign right of eminent domain, and therefore, no representation, covenant, or warranty is given in subsection II.11(c)(i), (ii), and (iv) hereof as to the disallowance or prohibition of such governmental authority's exercise of such right.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

GRANTEE:
County of Fresno

GRANTOR:
RE Scarlet LLC

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

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

By _____

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

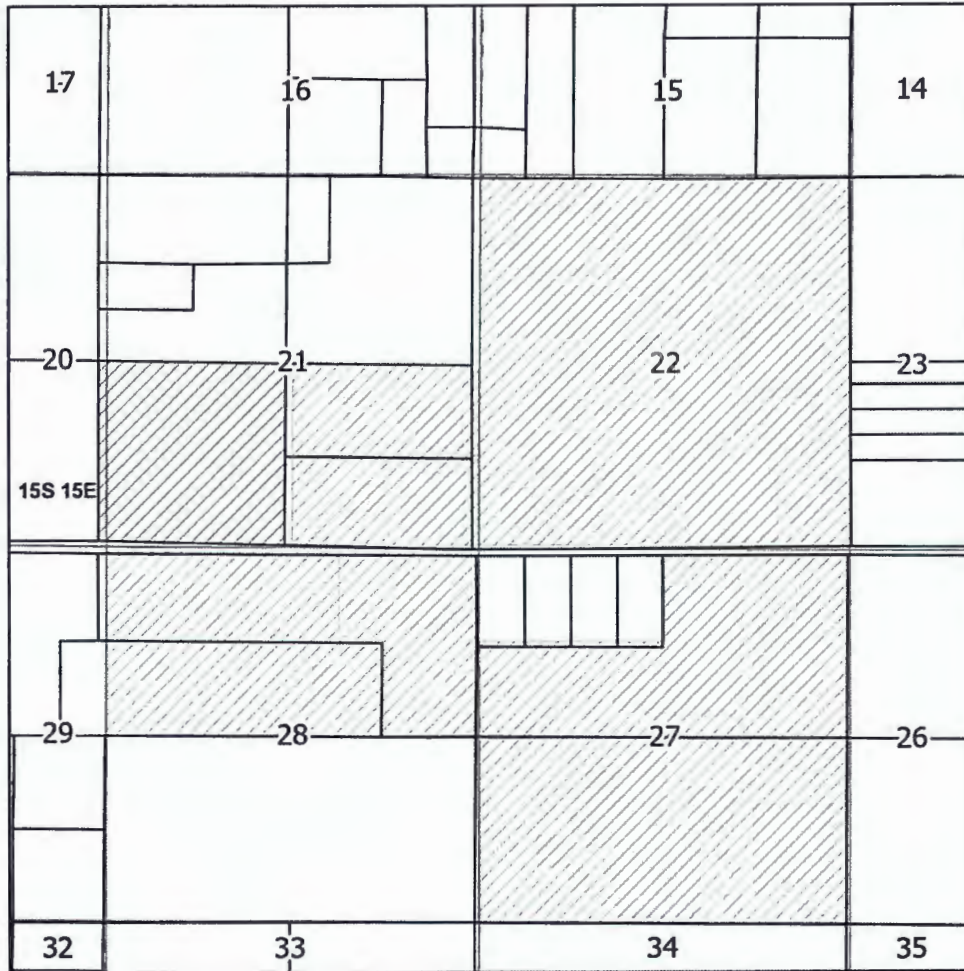
Mailing Address:
RE Scarlet LLC
c/o EDP Renewables North America LLC
Attn: Chief Legal Officer
P.O. Box 3827
Houston, Texas 77253

By: _____
Deputy

EXHIBIT A

Scarlet Solar Energy Project

Phase II Project Site



<p>□ Fresno County Parcels</p> <p>▨ Grantor Property</p>	<p>1 INCH : 0.5 MILES</p>  <p>0 0.325 0.65 Miles</p>	<p>Scarlet II Solar Project</p> <hr/> <p>Fresno County, CA</p>
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EXHIBIT B

RE Scarlet LLC – Grantor Property

LEGAL DESCRIPTION

(See Attached)

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN GRANT DEED RECORDED JANUARY 2, 2004 AS INSTRUMENT NO. 2004-0000205 OF OFFICIAL RECORDS.

APN: 028-071-48

PARCEL 2:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE SOUTH 50 FEET OF SAID SOUTHEAST QUARTER.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN GRANT DEED RECORDED JANUARY 2, 2004 AS INSTRUMENT NO. 2004-0000205 OF OFFICIAL RECORDS.

APN: 028-071-49

PARCEL 3:

THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE SOUTH 50 FEET OF SAID SOUTHWEST QUARTER.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN GRANT DEED RECORDED JANUARY 2, 2004 AS INSTRUMENT NO. 2004-0000205 OF OFFICIAL RECORDS.

APN: 028-071-47

PARCEL 4:

THE EAST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE (1) WESTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 28 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE (2) SOUTHERLY ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TO A POINT 50 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 28 (MEASURED AT RIGHT ANGLES); THENCE (3) EASTERLY, PARALLEL WITH SAID NORTH BOUNDARY TO A POINT WHICH IS 1120.31 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID SECTION 28, (MEASURED ALONG SAID NORTH BOUNDARY), THENCE (4) SOUTHEASTERLY TO A POINT ON THE EAST BOUNDARY OF SAID SECTION 28, SAID POINT BEING 66 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 28; THENCE (5) NORTHERLY ALONG SAID EAST BOUNDARY TO THE NORTHEAST CORNER OF SAID SECTION 28; THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS AND ASPHALTUM AND OTHER CARBON SUBSTANCES AND MINERAL RIGHTS OF WHATSOEVER KIND AND CHARACTER IN AND TO OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PROPERTY AND TO USE THE SAME FOR THE PURPOSE OF EXPLORING AND DEVELOPING AND REMOVING THEREFROM ALL SAID GAS, OIL, ASPHALTUM AND OTHER CARBON SUBSTANCES AND OTHER MINERALS OF EVERY KIND AND CHARACTER, AN UNDIVIDED ONE-HALF INTEREST THEREOF BEING RESERVED IN THE DEED FROM HOTCHKISS ESTATE COMPANY, A CORPORATION, TO D. J. CANTY ESTATE, A CORPORATION, DATED DECEMBER 30, 1947 FILED FOR RECORD JANUARY 19, 1948 AS DOCUMENT NO. 2679 IN BOOK 2612, PAGE 1 OF OFFICIAL RECORDS, AND AN UNDIVIDED ONE-HALF INTEREST BEING RESERVED IN THE DEED FROM D. J. CANTY ESTATE, A CORPORATION, TO H. C. REECE AND TOM REECE, DATED JANUARY 20, 1948 FILED FOR RECORD MAY 19, 1948 AS DOCUMENT NO. 24532 IN BOOK 2644, PAGE 214 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM UNTO THE GRANTORS THEREIN ALL REMAINING OIL, GAS, ASPHALTUM AND OTHER CARBON SUBSTANCES AND MINERAL RIGHTS OF WHATSOEVER KIND AND CHARACTER IN AND TO OR UNDER THE PROPERTY DESCRIBED AS RESERVED BY H. C. REECE, ET UX, IN DEED RECORDED FEBRUARY 14, 1986 AS DOCUMENT NO. 86015999 OF OFFICIAL RECORDS.

APN: PORTION OF 028-111-20

PARCEL 5:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF.

ALSO EXCEPTING THEREFROM UNTO THE GRANTORS THEREIN ALL REMAINING OIL, GAS, ASPHALTUM AND OTHER CARBON SUBSTANCES AND MINERAL RIGHTS OF WHATSOEVER KIND AND CHARACTER IN AND TO OR UNDER THE PROPERTY DESCRIBED AS RESERVED BY H. C. REECE, ET UX, IN DEED RECORDED FEBRUARY 14, 1986 AS DOCUMENT NO. 86015999 OF OFFICIAL RECORDS.

APN: PORTION OF 028-111-20

PARCEL 6:

ALL OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OF THE OIL, GAS AND OTHER HYDROCARBONS IN AND UNDER SAID LAND OR PRODUCED OR SAVED THEREFROM; TOGETHER WITH THE RIGHT AND POWER IN GRANTORS, THEIR SUCCESSORS OR ASSIGNS, IN PERSON OR THROUGH THE AGENCY OF ANY LESSEE, OPERATOR, INDEPENDENT CONTRACTOR OR OTHERWISE, TO MINE FOR, DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE AN UNDIVIDED ONE-HALF OF ALL OF SAID SUBSTANCES (AND WATER FOR GRANTORS' SAID OPERATIONS ON SAID LAND) FROM, AND TO STORE THE SAME UPON, THE SAID LAND WITH THE RIGHT OF ENTRY THEREON AT ALL TIMES FOR SAID PURPOSES; TOGETHER WITH THE RIGHT TO MINE OR DRILL WELLS THEREON, FOR SAID PURPOSES AND TO CONSTRUCT, ERECT, MAINTAIN, OPERATE, USE, REPAIR AND REPLACE THEREON AND REMOVE THEREFROM ALL PIPELINES, TELEPHONE AND TELEGRAPH LINES, DERRICKS, TANKS, MACHINERY, BUILDINGS AND OTHER STRUCTURES WHICH GRANTORS, THEIR SUCCESSORS OR ASSIGNS, MAY DESIRE IN CARRYING ON ANY SUCH OPERATION, INCLUDING ALL RIGHTS NECESSARY OR CONVENIENT THERETO, TOGETHER WITH THE RIGHTS OF WAY FOR PASSAGE OVER, UPON AND ACROSS, AND INGRESS AND EGRESS TO AND FROM SAID LAND FOR SUCH PURPOSES, AS RESERVED IN THE DEED FROM JOHN B. JAGO, ET AL, DATED DECEMBER 24, 1946, RECORDED FEBRUARY 03, 1947 AS DOCUMENT NO. 6655 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF FRESNO BY DEED RECORDED JULY 28, 1966 IN BOOK 5341, PAGE 497 AS DOCUMENT NO. 55947 OF OFFICIAL RECORDS.

AND ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF FRESNO BY DEED RECORDED JANUARY 06, 1995 AS DOCUMENT NO. 95002091 OF OFFICIAL RECORDS.

AND ALSO EXCEPTING THEREFROM ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS RESERVED IN THE DEED RECORDED JULY 29, 1999, AS DOCUMENT NO. 1999-0111576 OF OFFICIAL RECORDS.

APN: 028-081-66

PARCEL 7:

THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING THE HEREINABOVE DESCRIBED PROPERTY OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITED THE GENERALITY OF THE FOREGOING, ALL OIL, NATURAL GAS AND HYDROCARBON SUBSTANCES, GEOTHERMAL STEAM, BRINES AND MINERALS IN SOLUTION, AND SAND, GRAVEL AND AGGREGATES, AND PRODUCTS DERIVED THEREFROM, AS GRANTED TO BRAVO OIL COMPANY IN DEED RECORDED DECEMBER 29, 1965, AS DOCUMENT NO. 104217 OF OFFICIAL RECORDS.

APN: 028-120-62

PARCEL 8:

THE SOUTH HALF OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING THE HEREINABOVE DESCRIBED PROPERTY OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OIL, NATURAL GAS AND HYDROCARBON SUBSTANCES, GEOTHERMAL STEAM, BRINES AND MINERALS IN SOLUTION, AND SAND, GRAVEL AND AGGREGATES, AND PRODUCTS DERIVED THEREFROM, AS GRANTED TO BRAVO OIL COMPANY IN DEED RECORDED DECEMBER 29, 1965, AS DOCUMENT NO. 104217 OF OFFICIAL RECORDS.

APN: 028-120-61

PARCEL 9:

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

PORTION OF APN: 028-111-19

