

**RECORDING REQUESTED BY:**

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

**AND WHEN RECORDED MAIL TO:**

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

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

THIS SPACE FOR RECORDER'S USE ONLY

**GRANT OF LIMITED ACCESS EASEMENT**

**Luna Valley Solar I Energy Project**

**(Luna Valley Land Holdings LLC)**

THIS GRANT OF LIMITED ACCESS EASEMENT is made this 25th day of September, 2024, by Luna Valley Land Holdings 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 November 18, 2021, pursuant to County Resolution No. 12916, subject to the conditions, mitigation measures, and project notes listed therein, the COUNTY's Planning Commission, under the California Environmental Quality Act (California Public Resources Code, Division 13, section 21000 *et seq.*), including the implementing CEQA Guidelines thereunder (Title 14, Division 6, Chapter 3, California Code of Regulations, section 15000 *et seq.*), certified Environmental Impact Report No. 7813 for the Luna Valley Solar Energy Project and approved and

issued to Luna Valley Solar I, LLC (“**APPLICANT**”) Unclassified Conditional Use Permit No. 3671, as amended by that certain First One-Year Time Extension for Conditional Use Permit No. 3671 approved on August 24, 2023, and that certain Unclassified Conditional Use Permit No. 3786 approved on April 11, 2024 (collectively, “**CUP No. 3671**”).

B. GRANTOR proposes to construct and operate an approximately 200-megawatt solar photovoltaic generation facility, 200-megawatt energy storage system, 34.5 kilovolt overhead transmission line, and supporting electrical infrastructure (collectively, the “**Project**”), located on an approximately 1,287-acre site (the “**Property**”) in unincorporated Fresno County. A diagram of the Property is shown in Exhibit A, attached hereto and incorporated by this reference, for demonstrative purposes only. The legal description for the Property is included as Exhibit B, attached hereto and incorporated by this reference.

C. GRANTOR represents, covenants, and warrants to COUNTY that, under that certain Grant Deed from Westlands Water District (“**WESTLANDS**”), a California public entity, which Grant Deed is recorded in the official records of the Fresno County Recorder, on October 26, 2023 at 9:12 AM (the “**Record Title Date and Time**”), as Document No. 2023-0099567 (“**Grant Deed**”), GRANTOR acquired sole fee ownership to, and remains the sole fee owner of the Property.

D. GRANTOR further represents to COUNTY that WESTLANDS, in the Grant Deed, excepted and reserved unto itself the following rights, titles, and interests (collectively referred to herein as the “**Westlands Reservation**”):

EXCEPTING THEREFROM AND RESERVING UNTO [WESTLANDS] all minerals, oil, gas and other hydrocarbon substances that are more than 500 feet below the surface of the Property; provided that [WESTLANDS] (and [WESTLANDS]'s successors, assigns, and/or mineral lessees) shall have no rights to use or access the surface of the Property or any subsurface area within 500 feet of the surface of Property to remove, exploit or otherwise benefit from such minerals, oil, gas and other hydrocarbons substances.

ALSO EXCEPTING THEREFROM AND RESERVING UNTO [WESTLANDS] the exclusive, permanent right to all water allocations and similar entitlements appurtenant to or associated with the Property by virtue of its location within [WESTLANDS]'s service area, including without limitation the right to apply for and receive from [WESTLANDS] or its successors a ratable allocation of water under California Water Code Section 35420 or any successor statute.

EXCEPTING THEREFROM any easements of record in favor of [WESTLANDS] as in its

capacity as a water district as opposed to its capacity as fee landowner (such interests not being merged by [WESTLANDS]'s acquisition of fee title) and fixtures owned by [WESTLANDS] in the nature of water district facilities.

ALSO EXCEPTING THEREFROM AND RESERVING UNTO [WESTLANDS] the right to all groundwater underlying or otherwise appurtenant to the Property, provided, however, that: (i) [WESTLANDS] shall have no right to use, access or enter the surface of the Property to remove, exploit, or otherwise benefit from such groundwater such that any access by [WESTLANDS] to such groundwater will be from other property located outside the Property; (ii) subject to any duly promulgated regulations of general applicability by any Groundwater Sustainability Agency or similar agency (including [WESTLANDS] acting in such capacity), [GRANTOR] may extract two (2) acre-feet of groundwater per year for operation of its solar power generation facilities located on the Property; and (iii) [GRANTOR] may extract an additional one hundred and fifty (150) acre-feet of groundwater per year for construction water purposes.

ALSO EXCEPTING THEREFROM AND RESERVING UNTO [WESTLANDS] the exclusive, permanent right to maintain, cause, permit, create, or allow the presence of subsurface water underlying the Property, and the permanent right, in their sole discretion, to provide drainage or not provide drainage of the subsurface water underlying the Property; provided, however, that [WESTLANDS] shall have no right to use, access or enter the surface of the Property to remove, exploit, or otherwise benefit from such subsurface water such that any access by [WESTLANDS] to such subsurface water will be from other property located outside the Property.]

E. Grantor further represents to COUNTY that WESTLANDS also has certain ongoing operation and maintenance contractual obligations (which contractual obligations (i) are outside the subject of, and do not interfere with this, Easement, and (ii) as of the Effective Time and Date (as defined in subsection II.4 hereof), are not recorded against the Property in the official records of the Fresno County Recorder) with the U.S. Bureau of Reclamation with respect to those certain easements set forth below (collectively referred to herein as “**Bureau Pipeline Easements**”):

- a. That certain Contract and Grant of Easement, which is Instrument No. 40092 in Book 5317, Page 515 of Official Records, recorded May 25, 1966;
- b. That certain Contract and Grant of Easement, which is Instrument No. 43673 in Book 5323, Page 248 of Official Records, recorded June 9, 1966;
- c. That certain Contract and Grant of Easement, which is Instrument No. 40095 in Book 5317, Page 530 of Official Records, recorded May 25, 1966;

- d. That certain Contract and Grant of Easement, which is Instrument No. 58088 in Book 5344, Page 494 of Official Records, recorded August 8, 1966;
- e. That certain Contract and Grant of Easement, which is Instrument No. 43674 in Book 5323, Page 253 of Official Records, recorded June 9, 1966;
- f. That certain Contract and Grant of Easement, which is Instrument No. 40094 in Book 5317, Page 525 of Official Records, recorded May 25, 1966;
- g. That certain Contract and Grant of Easement, which is Instrument No. 40093 in Book 5317, Page 520 of Official Records, recorded May 25, 1966;
- h. That certain Contract and Grant of Easement, which is Instrument No. 47836 in Book 5329, Page 243 of Official Records, recorded June 24, 1966;
- i. That certain Contract and Grant of Easement, which is Instrument No. 43675 in Book 5323, Page 258 of Official Records, recorded June 9, 1966;
- j. That certain Contract and Grant of Easement, which is Instrument No. 58087 in Book 5344, Page 490 of Official Records, recorded August 8, 1966;
- k. That certain Contract and Grant of Easement, which is Instrument No. 40096 in Book 5317, Page 535 of Official Records, recorded May 25, 1966; and
- l. That certain Contract and Grant of Easement, which is Instrument No. 30127 in Book 5302, Page 562 of Official Records, recorded April 20, 1966.

F. COUNTY's Planning Commission conditioned approval of CUP No. 3671 on, among other things, APPLICANT's compliance with a reclamation plan, prescribing the process for decommissioning, dismantling, and removal of the entire Project, and reclamation of all of the Project Site to its pre-project condition pursuant to the reclamation plan. Pursuant to a condition of such approval and the Reclamation Agreement (defined in Recital I.G. hereof), APPLICANT and COUNTY agreed to certain modifications to such reclamation plan (collectively, such reclamation plan together with such modifications are the "**Reclamation Plan**").

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

H. In order to secure APPLICANT's faithful performance of all of its obligations under the Reclamation Plan, APPLICANT and COUNTY have entered into that certain Luna Valley Solar Project Reclamation Agreement, dated December 3, 2024 (the "**Reclamation Agreement**") by which APPLICANT covenants to, among other things, fully comply with all of the provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposits (the "**Security**"). A true and complete copy of the Reclamation Plan is attached to the Reclamation Agreement, and incorporated therein by reference as Exhibit A thereto.

I. The term of CUP No. 3671 for the Project is thirty-five (35) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

J. The Reclamation Plan, and more specifically, the Reclamation Agreement, including subsection 1(a) thereof, require APPLICANT to decommission, dismantle, and remove the entire Project, and reclaim the all of Project Site to its pre-project condition pursuant to the Reclamation Plan (collectively, "**Reclamation**") within twelve (12) months of the earliest to occur of any of the following, as reasonably determined by COUNTY's Director of Public Works and Planning or such Director's designee: (i) there has not been substantial development of the Project within two (2) years following COUNTY's Planning Commission's approval of, and issuance to APPLICANT, CUP No. 3671; (ii) the Project, or a substantial portion thereof, has not, following completion of construction of the Project, produced electricity for at least six (6) consecutive months within a twelve (12) month period, or for three hundred sixty five (365) non-consecutive calendar days within any twenty four (24) month period, during the term of the Reclamation Agreement; (iv) the expiration or early termination of CUP No. 3671, as amended; or (v) thirty-five (35) years from the commencement of operation of the Project, in its entirety.

K. APPLICANT is providing the Security to COUNTY to secure APPLICANT'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 APPLICANT (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 Property, in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement.

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

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

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

1. GRANTOR hereby irrevocably establishes in favor of, and grants to COUNTY, including its contractors, officers, agents, employees, and representatives (collectively, “**COUNTY PARTIES**”), a nonexclusive access easement over, under, on, and across the Property (this “**Easement**”), solely for accessing the Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the Reclamation of the Project, to the extent that the Project is located on the Property, and the Property, in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose, unless and until this Easement is terminated only pursuant to Section II.5. hereof, provided however this Easement does not impose any obligation, either express or implied, upon COUNTY to carry out any of the Reclamation of the Project or the Property, or any portion of the Project or the Property, under the Reclamation Agreement or with respect to the Reclamation Plan.

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

Section II.5. hereof.

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

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

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

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

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

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

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

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

11. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement on behalf of GRANTOR has full power and authority to execute and deliver this Easement to COUNTY; (b) GRANTOR has full power and authority to authorize COUNTY to record this Easement against the Property in the official records of the Fresno County Recorder, as provided herein; (c) notwithstanding anything to the contrary in this Easement, (i) as of the Record Title Date and Time, the Property was free and clear from any and all agreements, instruments, or documents, whether unrecorded or recorded against the Property in the official records of the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the Property, or any portion thereof, including without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, (ii) GRANTOR has not, since the Record Title Date and Time, allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise promised or agreed to any of the foregoing), will not, allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity from creating or asserting any claim to, any right, title, or interest in or to, the Property, or any portion thereof, including without limitation any and all Encumbrances (including, without limitation, the Bureau Pipeline Easements), reservations (including, without limitation, the Westlands Reservation and Easements, defined in subsection III.1 hereof), contracts, leases (including, without limitation, the Solar Facility Ground Lease Agreement), that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, and (iii)



in the event of such unreasonable interference, GRANTOR shall, at its own cost, promptly, to the extent reasonably necessary, eliminate or modify such unreasonable interference to the reasonable satisfaction of COUNTY, so that such interference is only a reasonable interference with this Easement, and the rights granted herein; provided however, COUNTY acknowledges that GRANTOR may not disallow or prohibit a governmental authority from exercising its sovereign right of eminent domain, and therefore, no representation, covenant, or warranty is given in subsection II.11(c) hereof as to the disallowance or prohibition of such governmental authority's exercise of such right; and (d) GRANTOR, after making a diligent investigation, is not aware of any facts or circumstances that would make untrue WESTLANDS's representations, covenants, and warranties to COUNTY under Section III hereof.

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

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

### **III. REPRESENTATIONS, WARRANTIES, AND CONSENTS BY WESTLANDS**

1. WESTLANDS represents, covenants, and warrants to GRANTEE that the rights, titles, and interests reserved by WESTLANDS in the Westlands Reservation and the rights granted to Westlands in certain recorded easements (collectively, the "**Westlands Reservation and Easements**"), consist solely of those expressly identified in the following recorded documents:

- a. That certain Contract and Grant of Easement, which is Instrument No. 49243 in Book 5803, Page 318 of Official Records, recorded July 17, 1970;
- b. That certain Contract and Grant of Easement, which is Instrument No. 66560 in Book 7057, Page 115 of Official Records, recorded June 21, 1978;
- c. That certain Contract and Grant of Easement, which is Instrument No. 66559 in Book 7057, Page 111 of Official Records, recorded June 21, 1978;
- d. That certain Contract and Grant of Easement, which is Instrument No. 66558 in Book 7057, Page 107 of Official Records, recorded June 21, 1978;

- e. That certain Contract and Grant of Easement, which is Instrument No. 66561 in Book 7057, Page 119 of Official Records, recorded June 21, 1978;
- f. That certain Contract and Grant of Easement, which is Instrument No. 66536 in Book 7057, Page 37 of Official Records, recorded June 21, 1978;
- g. That certain Drainage Easement, which is Instrument No. 2003-0236855 of Official Records, recorded September 30, 2003;
- h. That certain Contract and Grant of Easement, which is Instrument No. 73306 in Book 5366, Page 393 of Official Records, recorded October 13, 1966;
- i. That certain Declaration of Restrictive Covenant (Non-Irrigation Covenant), which is Instrument No. 2004-0241816 of Official Records, recorded October 27, 2004;
- j. That certain Drainage Easement, which is Instrument No. 2004-0290175 of Official Records, recorded December 29, 2004;
- k. That certain Drainage Easement, which is Instrument No. 2004-0238579 of Official Records, recorded October 22, 2004;
- l. That certain Declaration of Restrictive Covenant (Non-Irrigation Covenant), which is Instrument No. 2006-0220006 of Official Records, recorded October 03, 2006;
- m. That certain Declaration of Restrictive Covenant (Non-Irrigation Covenant), which is Instrument No. 2006-0266516 of Official Records, recorded December 21, 2006;
- n. That certain Contract and Grant of Easement, which is Instrument No. 58578 in Book 5345, Page 264 of Official Records, recorded August 09, 1966;
- o. That certain Grant Deed, which is Instrument No. 2023-0099567, recorded October 26, 2023;
- p. That certain Declaration of Restrictive Covenant (Nonirrigation Covenant), which is Instrument No. 2023-0099568 of Official Records, recorded October 26, 2023;

- q. That certain Grant of Drill Site Easement, which is Instrument No. 2024-0085051 of Official Records, recorded September 13, 2024; and
- r. That certain Grant of Transmission Easement, which is Instrument No. 2024-0085054 of Official Records, recorded September 13, 2024.

2. WESTLANDS represents, covenants, and warrants to GRANTEE that the Westlands Reservation and Easements do 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 Property, or any portion thereof, that unreasonably interferes or would unreasonably interfere with the Easement, and the rights granted herein.

3. WESTLANDS represents, covenants, and warrants to GRANTEE that the Westlands Reservation and Easements consist of the only rights, title, or interests held by WESTLANDS in or to the Property that may impact the Easement, and the rights granted herein, provided however, the Westlands Reservation and Easements do not unreasonably interfere and would not unreasonably interfere with any of COUNTY PARTIES' immediate, reasonable access to the Property in accordance with the limited purposes of Section II.1 herein.

4. WESTLANDS, consents to the establishment by GRANTOR in favor of COUNTY PARTIES, a nonexclusive right of access and use over, under, on, and across the Property, subject to the rights of WESTLANDS expressly identified in Section III.1 above. Which WESTLANDS represents, covenants, and warrants to GRANTEE that such rights do not unreasonably interfere with the right conveyed by this Section III.4 or the Easement, solely for accessing the Property for the limited purpose of, in COUNTY's sole discretion, carrying out the Reclamation of the Project, to the extent that the Project is located on the Property, and the Property, in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose, unless and until the Easement is terminated only pursuant to Section II.5. hereof, provided however the right conveyed by this Section III.4 does not impose any obligation, either express or implied, upon COUNTY to carry out any of the Reclamation of the Project or the Property, or any portion of the Project or the Property, under the Reclamation Agreement or with respect to the Reclamation Plan.

5. Subject to WESTLANDS's representations, covenants, and warranties to GRANTEE under Section III of this Easement, WESTLANDS shall be entitled to rely upon, shall be an express third-party beneficiary of, and shall be entitled to enforce, the provisions of Section III of this Easement in connection with its rights under the Westlands Reservation and Easements. Any amendment, modification, or change to this Easement that affects WESTLANDS express rights under the Westlands Reservation and Easements shall require WESTLANDS prior written approval. WESTLANDS execution of this Easement is limited to the express warranties and consents provided under Section III of this Easement.

6. Upon WESTLANDS's approval and acceptance of Section III of this Easement, WESTLANDS agrees to COUNTY's immediate recordation of this Easement against the Property in the official records of the Fresno County Recorder.

*(Signature page follows.)*

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

GRANTEE:  
County of Fresno

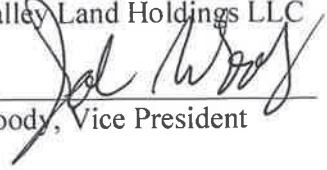
ACCEPTED BY  
Steven E. White, PE, PLS, Director  
Department of Public Works and Planning

By \_\_\_\_\_

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

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

GRANTOR:  
Luna Valley Land Holdings LLC

By:   
John Woody, Vice President

Mailing Address:  
Luna Valley Land Holdings LLC  
4900 N. Scottsdale Road,  
Suite 5000  
Scottsdale AZ 85251

WESTLANDS APPROVAL AND  
ACCEPTANCE OF SECTION III  
OF THIS EASEMENT:

WESTLANDS:  
Westlands Water District

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Acknowledgement

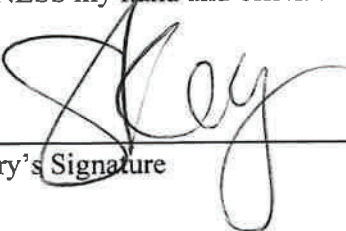
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

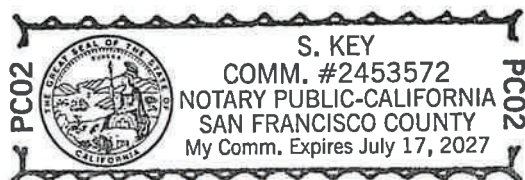
STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SAN FRANCISCO )

On September 25, 2024, before me, S. Key, a Notary Public, personally appeared John Woody, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary's Signature



[Notarial Seal]

**EXHIBIT A**

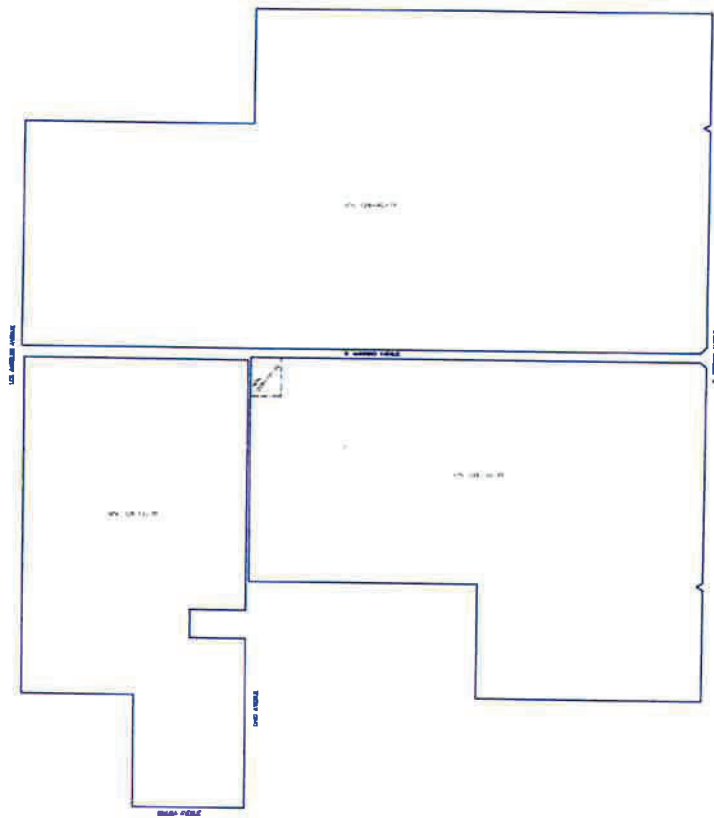
**Property**

**DIAGRAM**

**(See attached.)**

RESA VALLEY APN 858011

SHEET 1 OF 1





**EXHIBIT B**

**Property**

**LEGAL DESCRIPTION**

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

**PARCEL 1**: NEW APN: 028-060-77, formerly APNS: 028-060-34, 028-060-69, 028-060-70, 028-060-71, 028-060-72

MERGED PARCEL AS DESCRIBED IN EXHIBIT "A" ATTACHED TO NOTICE OF MERGER VM 2107 RECORDED MARCH 10, 2022 AS INSTRUMENT NO. 2022-0032086 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

THAT PORTION OF SECTIONS 23 AND 24, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE NORTH 88° 59' 18" WEST, ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 101.38 FEET; THENCE NORTH 1 ° 00' 42" EAST, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE 1) NORTH 88° 59' 18" WEST, ALONG A LINE THAT IS PARALLEL WITH AND 50.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 5189.98 FEET TO A POINT ON THE EAST LINE OF SECTION 23 OF SAID TOWNSHIP AND RANGE;

THENCE 2) NORTH 88° 49' 56" WEST, ALONG A LINE THAT IS PARALLEL WITH AND 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 2647.46 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE 3) NORTH 00° 55' 41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2599.19 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER;

THENCE 4) SOUTH 88° 50' 26" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2647.77 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24;

THENCE 5) NORTH 00° 56' 05" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1324.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTHWEST QUARTER;

THENCE 6) SOUTH 89° 02' 46" EAST, ALONG THE NORTH LINE OF SAID SOUTH HALF AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 5302.45 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL GRANTED TO THE STATE OF CALIFORNIA IN GRANT DEED

RECORDED AUGUST 14, 1958 IN BOOK 4101, PAGE 225 OF OFFICIAL RECORDS FRESNO COUNTY;

THENCE 7) SOUTH 1° 31' 38" WEST, ALONG THE WEST LINE OF SAID PARCEL, BEING PARALLEL WITH AND 30.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1285.95 FEET;

THENCE 8) SOUTH 61° 31' 26" WEST, CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 82.72 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

THENCE 9) SOUTH 58° 28' 10" EAST, ALONG THE WESTERLY LINE OF THAT CERTAIN PARCEL GRANTED TO THE STATE OF CALIFORNIA IN GRANT DEED RECORDED AUGUST 4, 1958 IN BOOK 4097, PAGE 387 OF OFFICIAL RECORDS FRESNO COUNTY, A DISTANCE OF 82.72 FEET;

THENCE 10) SOUTH 1° 31' 38" WEST, ALONG THE WEST LINE OF LAST SAID PARCEL GRANTED TO THE STATE OF CALIFORNIA, BEING PARALLEL WITH AND 30.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 2489.44 FEET;

THENCE 11) SOUTH 46° 18' 12" WEST, A DISTANCE OF 101.98 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/6 INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS RESERVED BY MAYO RYAN AND KARLENE K. RYAN BY DEED RECORDED OCTOBER 05, 1976 IN BOOK 6669, PAGE 719 OF OFFICIAL RECORDS, DOCUMENT NO. 88436.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/6 INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS RESERVED BY MICHAEL J. RYAN, JR., AND BETTE JODELL RYAN, BY DEED RECORDED OCTOBER 05, 1976 IN BOOK 6669, PAGE 768 OF OFFICIAL RECORDS, DOCUMENT NO. 88459, AND RE-RECORDED APRIL 06, 1979 IN BOOK 7256, PAGE 853 OF OFFICIAL RECORDS, DOCUMENT NO. 40065.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/6 INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS RESERVED BY GREGORY RYAN AND PERNINA RYAN, BY DEED RECORDED OCTOBER 05, 1976 IN BOOK 6669, PAGE 777 OF OFFICIAL RECORDS, DOCUMENT NO. 88462.

ALSO EXCEPTING THEREFROM ALL REMAINING OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY DOROTHY JUNE APPLEBEE, MICHAEL J. RYAN, MAYO RYAN AND GREGORY RYAN IN THE DEED RECORDED APRIL 02, 1984, AS DOCUMENT NO. 84031515, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/8TH INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS UNDERNEATH THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND UPON

THE SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING, DRILLING FOR, AND PRODUCING OIL, GAS AND/OR OTHER HYDROCARBONS THEREFROM, AS RESERVED IN DEED FROM JANE REA MYERS ELIASON, ALSO KNOWN AS JANE REA ELIASON, WHO DECLARES THIS TO BE HER SOLE AND SEPARATE PROPERTY, TO M. J. RYAN AND ROSAMOND ALICE RYAN, HIS WIFE, DATED MARCH 24, 1952, RECORDED NOVEMBER 21, 1952 IN BOOK 3233, PAGE 332 OF OFFICIAL RECORDS, DOCUMENT NO. 59761.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/8TH INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS UNDERNEATH THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING, DRILLING FOR, AND PRODUCING OIL, GAS AND/OR OTHER HYDROCARBONS THEREFROM, AS RESERVED IN THE DEED FROM R. V. COBB AND RUTH E. COBB, HUSBAND AND WIFE, AND EMERY LEE COBB AND JOSEPHINE COBB, HUSBAND AND WIFE, TO M. J. RYAN AND ROSAMOND ALICE RYAN, HIS WIFE, DATED MAY 29, 1952 IN BOOK 3233, PAGE 334 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LAND FOR THE PURPOSE OF EXPLORING FOR, DRILLING FOR PRODUCING AND STORING UPON AND REMOVING SAID OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THEREFROM, AS RESERVED BY PHOEBE S. DANIELS, IN DEED RECORDED SEPTEMBER 29, 1964, AS DOCUMENT NO. 74754, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL REMAINING OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY MICHAEL J. RYAN AND BETTE JODELL RYAN IN THE DEED RECORDED JANUARY 07, 1983, AS DOCUMENT NO. 83001537, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL INTEREST IN OIL, GAS, PETROLEUM, PETROLEUM PRODUCTS, HYDROCARBON SUBSTANCES AND ANY OTHER MINERALS IN, UPON OR UNDER SAID PREMISES, OR HEREAFTER DISCOVERED IN, UPON OR UNDER THE SAME, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PREMISES FOR THE PURPOSE OF BORING OIL AND GAS WELLS AND EXTRACTING FROM SAID PREMISES OIL, GAS, PETROLEUM, PETROLEUM PRODUCTS, AND OTHER HYDROCARBONS SUBSTANCES AND FOR THE PURPOSE OF EXTRACTING ANY OTHER MINERALS THEREIN, THEREUPON OR THEREUNDER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID WELLS, AND THE RIGHT TO CONSTRUCT NECESSARY BUILDING, TANKS, ROADS, POWER LINES AND OTHER STRUCTURES FOR THE PURPOSE OF USING AND OPERATING SAID WELLS AND TAKING CARE OF SAID OIL, GAS, PETROLEUM, PETROLEUM PRODUCTS AND HYDROCARBONS SUBSTANCES AND ANY OTHER MINERALS AND ALL THE RIGHTS INCIDENTAL AND NECESSARY TO THE EXERCISE OF THE RIGHTS, AS RESERVED IN THE DEED FROM ELIZABETH C. MCCOY, A WIDOW, TO MICHAEL J. RYAN, ET UX,

DATED MAY 28, 1956, RECORDED JULY 03, 1956, AS DOCUMENT NO. 47843, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/3 INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS RESERVED BY FRANK MAYO RYAN AND KARLENE K. RYAN, IN DEED RECORDED OCTOBER 05, 1976, DOCUMENT NO. 88436 IN BOOK 6669, PAGE 719 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/3 INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS RESERVED BY MICHAEL J. RYAN, JR. AND BETTE JODELL RYAN, IN DEED RECORDED OCTOBER 05, 1976, DOCUMENT NO. 88459 IN BOOK 6669, PAGE 768 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/3 INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS RESERVED BY GREGORY RYAN AND PERNINA RYAN, IN DEED RECORDED OCTOBER 05, 1976, DOCUMENT NO. 88462 IN BOOK 6669, PAGE 777 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL INTEREST IN AND TO ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTRANCES THAT ARE MORE THAN 500 FEET BELOW THE SURFACE, WITH NO RIGHTS TO USE OR ACCESS THE SURFACE OF THE PROPERTY OR ANY SUBSURFACE AREA WITHIN 500 FEET OF THE SURFACE OF THE PROPERTY, AS RESERVED BY WESTLANDS WATER DISTRICT, A PUBLIC AGENCY IN GRANT DEED RECORDED OCTOBER 26, 2023, INSTRUMENT NO. 2023-0099567 OF OFFICIAL RECORDS.

**PARCEL 2:** NEW APN: 028-100-84 formerly APNS: 028-101-29, 028-101-58, 028-101-65, 028-101-74, 028-101-72

MERGED PARCEL AS DESCRIBED IN EXHIBIT "A" ATTACHED TO NOTICE OF MERGER VM 2108 RECORDED FEBRUARY 16, 2022 AS INSTRUMENT NO. 2022-0021057 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

THAT PORTION OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 88° 59' 18" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 101.90 FEET; THENCE SOUTH 1° 00' 42" WEST, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE 1) SOUTH 43° 41' 40" EAST, A DISTANCE OF 101.28 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 30.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER;  
THENCE 2) SOUTH 1° 18' 55" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2490.36 FEET;  
THENCE 3) SOUTH 61° 19' 02" WEST, A DISTANCE OF 82.72 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25;  
THENCE 4) SOUTH 58° 41' 12" EAST, A DISTANCE OF 82.72 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 30.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER,  
THENCE 5) SOUTH 1° 18' 55" WEST, ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 1285.02 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25;  
THENCE 6) NORTH 88° 54' 43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2602.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;  
THENCE 7) NORTH 1° 07' 36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1325.52 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 25;  
THENCE 8) NORTH 88° 56' 15" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2636.91 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;  
THENCE 9) NORTH 00° 56' 16" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2150.90 FEET;  
THENCE 10) SOUTH 88° 59' 18" EAST, A DISTANCE OF 350.00 FEET;  
THENCE 11) NORTH 00° 56' 16" EAST, A DISTANCE OF 447.80 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 50.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25, BEING THE SOUTH RIGHT OF WAY LINE OF MANNING AVENUE;  
THENCE 12) SOUTH 88° 59' 18" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 4839.34 FEET TO THE TRUE POINT OF BEGINNING.

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, ASSIGNMENT 990111574, OFFICIAL RECORDS.

EXCEPTING UNTO BRIAN LANDS CORPORATION, A NEW YORK CORPORATION, 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 DEED RECORDED OCTOBER 07, 1999, AS DOCUMENT NO. 990148231, OFFICIAL RECORDS.

AND ALSO EXCEPTING THEREFROM AND RESERVING UNTO THE GRANTOR ALL OIL, GAS, MINERALS, ETC., AS RESERVED BY MAMIE W. PENDERGRASS, A WIDOW, AND ZOLA RAY STRUGILL, A MARRIED WOMAN, DEALING WITH HER SOLE AND

SEPARATE PROPERTY, IN DEED RECORDED AUGUST 20, 1963, DOCUMENT NO. 65889, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS UNDERNEATH THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND UPON THE SURFACE THEREOF FOR THE PURPOSE OF PROSPECTING, DRILLING FOR AND PRODUCING OIL, GAS AND/OR OTHER HYDROCARBONS AS RESERVED BY R. V. COBB AND RUTH E. COBB, HIS WIFE, AND EMERY LEE COBB AND JOSEPHINE COBB, HIS WIFE, IN DEED RECORDED SEPTEMBER 19, 1952 IN BOOK 3212, PAGE 113, OFFICIAL RECORDS, DOCUMENT NO. 49174.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS UNDERNEATH THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND UPON THE SURFACE THEREOF FOR THE PURPOSE OF PROSPECTING, DRILLING FOR AND PRODUCING OIL, GAS AND/OR OTHER HYDROCARBONS SUBSTANCES AS RESERVED BY R. V. COBB AND RUTH E. COBB, HIS WIFE, AND E. L. COBB AND JOSEPHINE COBB, HIS WIFE, IN DEED RECORDED SEPTEMBER 22, 1952 IN BOOK 3212, PAGE 444, OFFICIAL RECORDS, DOCUMENT NO. 49410.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN OIL, AND GAS RIGHTS, AS RESERVED BY HATTIE V. KING AND GEO. N. KING, HER HUSBAND, IN DEED RECORDED FEBRUARY 16, 1939 IN BOOK 1724, PAGE 379, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, COAL, IRON, OR OTHER HYDROCARBONS, AND ANY URANIUM, THORIUM OR ANY OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 (B) 1 OF THE ATOMIC ENERGY ACT OF 1946 (60 STAT. 761) TO BE PARTICULARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL CONTAINED IN WHATEVER CONCENTRATION, IN DEPOSITS ON, IN OR UNDER SAID LANDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED INTEREST IN OIL, AND GAS RIGHTS, AS RESERVED BY GREGORY RYAN AND PERNINA RYAN IN DEED RECORDED OCTOBER 5, 1976 IN BOOK 6669, PAGE 777 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED INTEREST IN OIL, AND GAS RIGHTS, AS RESERVED BY MAYO RYAN AND KARLENE K. RYAN IN DEED RECORDED OCTOBER 5, 1976 IN BOOK 6669, PAGE 719 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED INTEREST IN OIL, AND GAS RIGHTS, AS RESERVED BY MICHAEL J. RYAN, JR. AND BETTE JODELL RYAN IN DEED RECORDED OCTOBER 5, 1976 IN BOOK 6669, PAGE 768 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN OIL, AND GAS RIGHTS, AS RESERVED BY C. W. CARSTENS AND DOROTHY H. CARSTENS, IN DEED RECORDED APRIL 25, 1962 IN BOOK 4711, PAGE 38, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS LYING IN, ON, AND UNDER SAID LAND, AS RESERVED BY VERA INEZ JACKSON, ET AL, IN DEED RECORDED JUNE 20, 1962, AS DOCUMENT NO. 48586, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING UNDER SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF DRILLING SAME AS RESERVED BY MONA W. BUCKNER IN DEED RECORDED JANUARY 15, 1958 IN BOOK 4015, PAGE 401 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN OIL, AND GAS RIGHTS, AS RESERVED BY TOLBERT F. RUNNELS, IN DEED RECORDED JULY 30, 1963 IN BOOK 4889, PAGE 287, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR STATE HIGHWAY PURPOSES, BY DEED RECORDED AUGUST 15, 1958 IN BOOK 4101, PAGE 571, OFFICIAL RECORDS, DOCUMENT NO. 51630.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN OIL, AND GAS RIGHTS, AS RESERVED BY MARVIN L. SMITH, AS TRUSTEE FOR RYAN FAMILY TRUSTS FIVE AND SIX, IN DEED RECORDED OCTOBER 6, 1976 IN BOOK 6669, PAGE 741, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED IN THE DEED FROM ALBERT J. THONEN AND NELLIE B. THONEN, HUSBAND AND WIFE, TO MARVIN L. SMITH, AS TRUSTEE OF RYAN FAMILY TRUST FIVE, AS TO AN UNDIVIDED ONE-HALF INTEREST; AND MARVIN L. SMITH, AS TRUSTEE OF RYAN FAMILY TRUST SIX, AS TO AN UNDIVIDED ONE-HALF INTEREST, RECORDED OCTOBER 10, 1975, OFFICIAL RECORDS, DOCUMENT NO. 77134.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND MINERALS AS RESERVED BY GLADYS WHEELER, IN DEED RECORDED NOVEMBER 2, 1963 IN BOOK 4931, PAGE 69, OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED ONE-HALF OF ALL THE MINERALS, GAS, OILS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM LESLIE E. SMITH AND NOLA D. SMITH, HIS WIFE, RECORDED MAY 23, 1942 IN BOOK 2002, PAGE 177, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL GAS, MINERALS AND OTHER HYDROCARBONS IN AND UNDERLYING SAID LAND, TOGETHER WITH ALL EASEMENTS AND RIGHTS NECESSARY FOR INGRESS AND EGRESS THEREOF FOR PRODUCTION, STORAGE, EXPLORATION, TESTING, ETC., AS RESERVED BY MELVILLE E. WILLSON COMPANY, IN DEED RECORDED APRIL 29, 1966, DOCUMENT NO. 32946, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY ELSIE B. STONE, IN DEED RECORDED DECEMBER 17, 1957 IN BOOK 4004, PAGE 514, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY JOHN L. REYBURN AND HAZEL REYBURN, IN DEED RECORDED JANUARY 9, 1958 IN BOOK 4012, PAGE 599, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL INTEREST IN AND TO ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTRANCES THAT ARE MORE THAN 500 FEET BELOW THE SURFACE, WITH NO RIGHTS TO USE OR ACCESS THE SURFACE OF THE PROPERTY OR ANY SUBSURFACE AREA WITHIN 500 FEET OF THE SURFACE OF THE PROPERTY, AS RESERVED BY WESTLANDS WATER DISTRICT, A PUBLIC AGENCY IN GRANT DEED RECORDED OCTOBER 26, 2023, INSTRUMENT NO. 2023-0099567 OF OFFICIAL RECORDS.

**PARCEL 3:** NEW APN: 028-100-85 formerly APNS: 028-101-69, 028-101-19, 028-101-77, 028-101-15, 028-101-17

MERGED PARCEL AS DESCRIBED IN EXHIBIT "A" ATTACHED TO NOTICE OF MERGER VM 2109 RECORDED FEBRUARY 16, 2022 AS INSTRUMENT NO. 2022-0021058 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

THAT PORTION OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID SECTION 26, ACCORDING TO THE MAP OF PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO. 1, RECORDED NOVEMBER 17, 1911 IN BOOK 7, PAGE 7, FRESNO COUNTY RECORDS, SAID CORNER BEING 30 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 00° 56' 16" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE 1) SOUTH 00° 56' 16" WEST, ALONG THE EAST LINE OF LOTS 1, 2, 3, 4 AND 5 IN SECTION 26 OF SAID PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO. 1, A DISTANCE OF 2899.78 FEET TO THE SOUTH LINE OF THE NORTH



HALF OF SAID LOT 5; THENCE 2) NORTH 88° 49' 34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 646.76 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID LOT 5;  
THENCE 3) SOUTH 00° 56' 09" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 331.03 FEET TO A POINT ON THE NORTH LINE OF LOT 6 IN SECTION 26 OF SAID PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO. 1; THENCE 4) SOUTH 88° 49' 18" EAST, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 646.74 FEET TO THE NORTHEAST CORNER THEREOF;  
THENCE 5) SOUTH 00° 56' 16" WEST, ALONG THE EAST LINE OF LOTS 6, 7 AND 8 IN SECTION 26 OF SAID PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO. 1, A DISTANCE OF 1956.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8;  
THENCE 6) NORTH 88° 48' 55" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1293.35 FEET TO THE SOUTHWEST CORNER THEREOF;  
THENCE 7) NORTH 00° 56' 01" EAST, ALONG THE WEST LINE OF SAID LOTS 8 AND 7, A DISTANCE OF 1294.25 FEET TO THE SOUTHEAST CORNER OF LOT 11 IN SECTION 26 OF SAID PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO. 1;  
THENCE 8) NORTH 88° 49' 10" WEST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 1293.44 FEET TO THE SOUTHWEST CORNER THEREOF, BEING ON THE EAST RIGHT OF WAY LINE OF 60' WIDE LOS ANGELES AVENUE;  
THENCE 9) NORTH 00° 55' 46" EAST, ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST LINE OF LOTS 11, 12, 13, 14, 15 AND 16 IN SECTION 26 OF SAID PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO. 1, A DISTANCE OF 3892.47 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 50.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 16;  
THENCE 10) SOUTH 88° 49' 56" EAST, ALONG SAID PARALLEL LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 2587.44 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, PETROLEUM, PETROLEUM PRODUCTS, HYDROCARBON SUBSTANCES AND ANY OTHER MINERALS IN, UPON OR UNDER SAID PREMISES, AS RESERVED IN THE DEED FROM JOHN COOPER HUNTINGTON AND KATHRYN R. HUNTINGTON, HIS WIFE, TO MURIETTA FARMS COMPANY, A CORPORATION DATED MARCH 16, 1949, RECORDED MARCH 24, 1949 AS DOCUMENT NO. 14680 IN BOOK 2721, PAGE 484, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS AND MINERAL RIGHTS OF WHATSOEVER NATURE AND DESCRIPTION IN AND UNDER THE PROPERTY, WITH THE RIGHT TO PROSPECT FOR AND EXPLOIT THE SAME, AND TO MAKE SUFFICIENT USE OF THE SURFACE OF THE REAL PROPERTY AND ALL EASEMENTS AND RIGHTS OF WAY APPURTENANT THERETO, FOR SAID PURPOSES, AND FOR INGRESS AND EGRESS THERETO AND THEREFROM, AND THE RIGHT TO LAY, MAINTAIN AND OPERATE PIPELINES OVER AND ACROSS THE REAL PROPERTY FOR THE TRANSPORTATION OF OIL AND GAS, PROVIDED THAT SHOULD GRANTOR, ITS SUCCESSORS, ASSIGNS OR LESSEES IN ANY WAY DAMAGE ANY GROWING CROPS

OR OTHER IMPROVEMENTS ON THE REAL PROPERTY IN EXPLOITING OR DEVELOPING THE REAL PROPERTY OR ANY PART THEREOF FOR OIL, GAS, OR OTHER MINERALS, THEN THE GRANTOR SHALL PAY SUCH DAMAGES TO THE GRANTEE OR ITS SUCCESSORS AT THE TIME SUCH DAMAGE IS COMMITTED, EXCEPT INSOFAR AS SUCH DAMAGES ARE UNDERTAKEN AND AGREED TO BE PAID BY ANY LESSEE OF THE GRANTOR OR ITS SUCCESSORS OR ASSIGNS, AS RESERVED IN THE DEED

FROM KRIESANT OPERATING COMPANY, INCORPORATED, RECORDED APRIL 04, 1988 AS DOCUMENT NO. 88035714, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS AND MINERAL RIGHTS OF WHATSOEVER NATURE AND DESCRIPTION IN AND UNDER THE PROPERTY, WITH THE RIGHT TO PROSPECT FOR AND EXPLOIT THE SAME, AND TO MAKE SUFFICIENT USE OF THE SURFACE OF THE REAL PROPERTY AND ALL EASEMENTS AND RIGHTS OF WAY APPURTENANT THERETO, FOR SAID PURPOSES, AND FOR INGRESS AND EGRESS THERETO AND THEREFROM, AND THE RIGHT TO LAY, MAINTAIN AND OPERATE PIPELINES OVER AND ACROSS THE REAL PROPERTY FOR THE TRANSPORTATION OF OIL AND GAS, PROVIDED THAT SHOULD GRANTOR, ITS SUCCESSORS, ASSIGNS OR LESSEES IN ANY WAY DAMAGE ANY GROWING CROPS OR OTHER IMPROVEMENTS ON THE REAL PROPERTY IN EXPLOITING OR DEVELOPING THE REAL PROPERTY OR ANY PART THEREOF FOR OIL, GAS, OR OTHER MINERALS, THEN THE GRANTOR SHALL PAY SUCH DAMAGES TO THE GRANTEE OR ITS SUCCESSORS AT THE TIME SUCH DAMAGE IS COMMITTED, EXCEPT INSOFAR AS SUCH DAMAGES ARE UNDERTAKEN AND AGREED TO BE PAID BY ANY LESSEE OF THE GRANTOR OR ITS SUCCESSORS OR ASSIGNS, AS RESERVED IN THE DEED FROM KRIESANT OPERATING COMPANY, INCORPORATED, RECORDED APRIL 04, 1988 AS DOCUMENT NO. 88035715, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER AS RESERVED IN THE DEED FROM DORA E. CARLSON, DORIS L. WILD AND DORIS L. WILD, AS TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF M. K. WILD, DECEASED, TO KRIESANT OPERATING COMPANY, INCORPORATED, DATED JUNE 13, 1962, RECORDED JUNE 21, 1962 AS DOCUMENT NO. 48898 IN BOOK 4732, PAGE 817, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM THOMAS A. DILBECK, A WIDOWER TO MURIETTA FARMS COMPANY, A CORPORATION, RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 83193 IN BOOK 3851, PAGE 9, OFFICIAL RECORDS.

ALSO EXCEPT ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS IN AND UNDER THE PROPERTY, AS RESERVED IN THE DEED FROM HARRY A. ATKINS AND IDA E. ATKINS, HUSBAND AND WIFE, TO KRIESANT

OPERATING COMPANY, A CORPORATION, DATED APRIL 13, 1962, RECORDED MAY 03, 1962 AS DOCUMENT NO. 36011, OFFICIAL RECORDS.

ALSO EXCEPT ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS IN AND UNDER THE PROPERTY, AS RESERVED IN THE DEED FROM FAYE L. BARKELEW AND MARIE E. BUCK BURSILL, ALSO KNOWN AS MARIE BUCK BURSILL, TO KRIESANT OPERATING COMPANY, A CORPORATION, DATED MAY 09, 1962, RECORDED MAY 21, 1962 AS DOCUMENT NO. 40834, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LOCATED IN, UNDER AND UPON THE PROPERTY, TOGETHER WITH THE RIGHT TO GO UPON SAID PROPERTY AT ANY TIME HEREAFTER FOR THE PURPOSE OF DEVELOPING AND EXTRACTING OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES FROM SAID LAND, AND TO ERECT AND CONSTRUCT UPON SAID LAND ANY AND ALL EQUIPMENT, DERRICKS, TELEPHONE AND TELEGRAPH LINES, STORAGE TANKS, AND ANY AND ALL THINGS NECESSARY OR INCIDENTAL TO THE EXPLORATION AND DEVELOPMENT OF SAID LAND FOR OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS, TOGETHER WITH THE RIGHTS OF WAY FOR PASSAGE OVER, UPON AND ACROSS, AND EGRESS AND INGRESS TO AND FROM SAID LAND FOR ANY AND ALL OF THE ABOVE PURPOSES, AS RESERVED IN THE DEED DATED NOVEMBER 20, 1962 FROM ESTHER W. BOORMAN TO KRIESANT OPERATING COMPANY, INCORPORATED, RECORDED DECEMBER 12, 1962 AS DOCUMENT NO. 95987, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL INTEREST IN AND TO ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTRANCES THAT ARE MORE THAN 500 FEET BELOW THE SURFACE, WITH NO RIGHTS TO USE OR ACCESS THE SURFACE OF THE PROPERTY OR ANY SUBSURFACE AREA WITHIN 500 FEET OF THE SURFACE OF THE PROPERTY, AS RESERVED BY WESTLANDS WATER DISTRICT, A PUBLIC AGENCY IN GRANT DEED RECORDED OCTOBER 26, 2023, INSTRUMENT NO. 2023-0099567 OF OFFICIAL RECORDS.

**SECRETARY'S CERTIFICATE  
LUNA VALLEY LAND HOLDINGS LLC**





I, Jennifer Hein do hereby certify that I am the duly appointed and acting Secretary of Luna Valley Land Holdings LLC (the “**Company**”), a Delaware limited liability company, and, as such, I do hereby further certify on behalf of the Company, that:

1. The individuals listed on the attached **Exhibit A** hold the offices set forth opposite their respective names.
2. The signatures set forth opposite their names are their true signatures.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 10<sup>th</sup> day of October, 2023.

  
\_\_\_\_\_  
Jennifer Hein  
Secretary

Exhibit "A"

Name	Title	Signature
Craig Cornelius	President	
Steven Ryder	Vice President	
Daniel Summa	Vice President	
John K. Martinez	Vice President	
John Woody	Vice President	