

RECORDING REQUESTED BY:

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

AND WHEN RECORDED MAIL TO:

OFFICE OF FRESNO COUNTY COUNSEL
STOP # 32
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

Woolf Properties, a California Corporation

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ___ day of _____, 2021, by **WOOLF FAMILY TRUST NO. I**, (“**GRANTOR**”), in favor of the County of Fresno, a political subdivision of the state of California (“**COUNTY**”).

I. RECITALS

A. In connection with its leasehold interest, granted from GRANTOR, Fifth Standard Solar PV, LLC (the “**PROJECT OWNER**”) propose to allow parties to construct, operate, and eventually decommission photovoltaic electricity generating facilities, energy storage facilities, and associated infrastructure to be known as “**Project**,” located on twelve contiguous parcels, totaling an approximately 1,600-acre site in unincorporated Fresno County (the “**Project Site**”), as more particularly described on **Exhibit A**, attached hereto and incorporated by this reference.

B. On October 22, 2020, pursuant to COUNTY Resolution No. 12853, subject to the conditions listed therein, the COUNTY’s Planning Commission certified Environmental Impact Report

No. 7257 for the Project, adopted findings relating thereto, and approved Unclassified Conditional Use Permit (“CUP”) No. 3562 through 3564.

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

D. The County Planning Commission conditioned approval of the Project on, among other things, PROJECT OWNER’ compliance with a reclamation plan, prescribing the process for decommissioning of the Project (as defined below) (the “**Reclamation Plan**”).

E. In order to secure the PROJECT OWNER obligations under the Reclamation Plan, PROJECT OWNER and COUNTY have entered into a written agreement (the “**Reclamation Agreement**”) by which PROJECT OWNER covenant to, among other things, fully comply with all provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposit (the “**Security**”).

F. The term of each CUP for the Project is thirty (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.

G. The Reclamation Plan and the Reclamation Agreement require PROJECT OWNER to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP No. 3562 through 3564 or (ii) the abandonment of the Project without the PROJECT OWNER making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Project was constructed.

H. PROJECT OWNER is providing the Security to secure their obligations under the Reclamation Agreement. In the event PROJECT OWNER 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.

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

II. GRANT OF LIMITED EASEMENT

1. GRANTOR hereby establishes in favor of, and grants to COUNTY, including its contractors, officers, employees, and representatives, a nonexclusive access easement over, under, on, and across the Grantor Property (the “Easement”), solely for accessing the Grantor Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the reclamation of the Grantor Property in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose. This Easement does not impose any obligation, either express or implied, upon the COUNTY to carry out any reclamation of the Grantor Property under the Reclamation Agreement or with respect to the Reclamation Plan.

2. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use its Grantor Property or to grant other licenses or easements on the Grantor Property, so long as such uses do not unreasonably interfere with the rights herein granted.

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

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

4. This Easement is subject to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the office of the Fresno County Recorder prior to the date that the Grantor executed this Easement, including without limitation any and all liens, encumbrances, covenants, conditions, restriction, reservation, contracts, leases, licenses, easements, and rights of way.

5. This Easement shall not be modified except upon a written amended approved by the COUNTY. This Easement shall bind and inure to the benefit of the successors and assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party.

6. This Easement may be executed in counterparts, which taken together, shall constitute one instrument.

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

8. 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 office of the Fresno County Recorder.

9. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement 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 office of the Fresno County Recorder, (c) GRANTOR has not conveyed (or agreed to convey), and will not convey (or agree to convey), any right, title, or interest in or to the Grantor Property that would unreasonably interfere with the rights herein granted, and any such conveyance or agreement in violation thereof shall be void.

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

[SIGNATURE ON FOLLOWING PAGE]

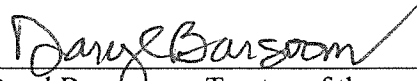
IN WITNESS WHEREOF, the undersigned have caused this Grant of Access Easement to be executed the date hereinabove written.

GRANTEE

GRANTOR

APPROVED

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



Daryl Barsom, a Trustee of the
Woolf Family Trust No. 1

By: _____

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg
Fresno County Counsel

By: _____
Deputy

APPROVED AS TO ACCOUNTING FORM

Oscar J. Garcia, C.P.A.
Auditor-Controller / Treasurer-Tax Collector

c/o Ross Franson, 7041 N. Van Ness
Blvd., Fresno, CA 93711
mailing Address

By: _____
Deputy

ACKNOWLEDGMENT

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
County of Fresno)

On January 21, 2022 before me, Betty J. Gowens Notary Public
(insert name and title of the officer)

personally appeared Daryl Barsoom
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.

Signature Betty J. Gowens (Seal)



EXHIBIT A

Project Site Depiction

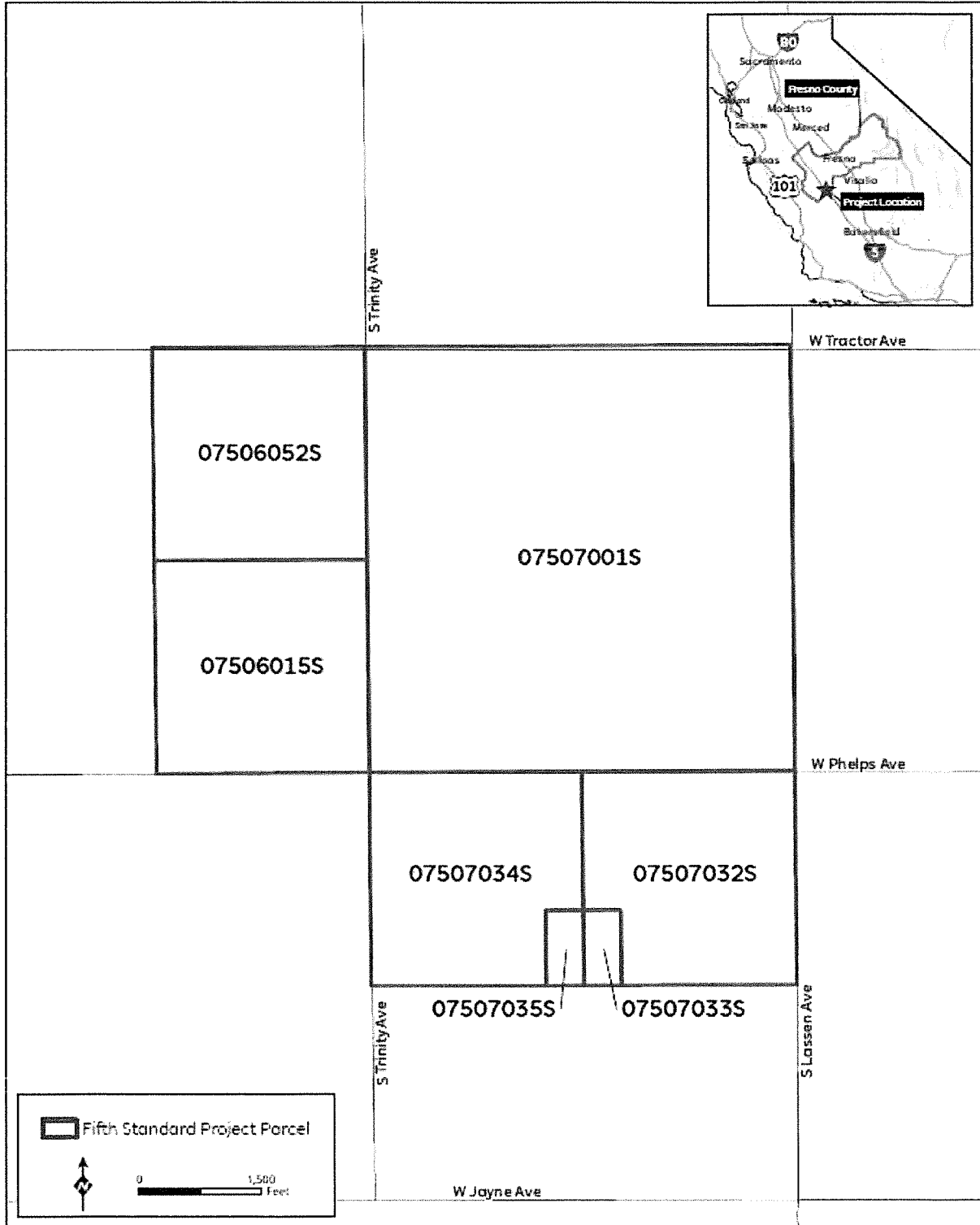


EXHIBIT B

Legal Descriptions

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

APN 075-070-32s, 34s

The Southeast quarter of Section 23, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

APN 075-070-33s, 35s

Those portions of Section 34, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof. The East 467 feet of the South 934 feet of the Northwest quarter of said Section 34, and the West 467 feet of the South 934 feet of the Northeast quarter of Section 34.

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

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OFFICE OF FRESNO COUNTY COUNSEL
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THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Woolf Properties, a California Corporation

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ___ day of _____, 2021, by **G3 Farming Trust**, (“**GRANTOR**”), in favor of the County of Fresno, a political subdivision of the state of California (“**COUNTY**”).

I. RECITALS

A. In connection with its leasehold interest, granted from GRANTOR, Fifth Standard Solar PV, LLC (the “**PROJECT OWNER**”) propose to allow parties to construct, operate, and eventually decommission photovoltaic electricity generating facilities, energy storage facilities, and associated infrastructure to be known as “**Project**,” located on twelve contiguous parcels, totaling an approximately 1,600-acre site in unincorporated Fresno County (the “**Project Site**”), as more particularly described on **Exhibit A**, attached hereto and incorporated by this reference.

B. On October 22, 2020, pursuant to COUNTY Resolution No. 12853, subject to the conditions listed therein, the COUNTY’s Planning Commission certified Environmental Impact Report

No. 7257 for the Project, adopted findings relating thereto, and approved Unclassified Conditional Use Permit (“CUP”) No. 3562 through 3564.

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

D. The County Planning Commission conditioned approval of the Project on, among other things, PROJECT OWNER’ compliance with a reclamation plan, prescribing the process for decommissioning of the Project (as defined below) (the “**Reclamation Plan**”).

E. In order to secure the PROJECT OWNER obligations under the Reclamation Plan, PROJECT OWNER and COUNTY have entered into a written agreement (the “**Reclamation Agreement**”) by which PROJECT OWNER covenant to, among other things, fully comply with all provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposit (the “**Security**”).

F. The term of each CUP for the Project is thirty (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.

G. The Reclamation Plan and the Reclamation Agreement require PROJECT OWNER to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP No. 3562 through 3564 or (ii) the abandonment of the Project without the PROJECT OWNER making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Project was constructed.

H. PROJECT OWNER is providing the Security to secure their obligations under the Reclamation Agreement. In the event PROJECT OWNER 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.

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

II. GRANT OF LIMITED EASEMENT

1. GRANTOR hereby establishes in favor of, and grants to COUNTY, including its contractors, officers, employees, and representatives, a nonexclusive access easement over, under, on, and across the Grantor Property (the “**Easement**”), solely for accessing the Grantor Property for the limited purpose of, in COUNTY’s sole discretion, carrying out the reclamation of the Grantor Property in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose. This Easement does not impose any obligation, either express or implied, upon the COUNTY to carry out any reclamation of the Grantor Property under the Reclamation Agreement or with respect to the Reclamation Plan.

2. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use its Grantor Property or to grant other licenses or easements on the Grantor Property, so long as such uses do not unreasonably interfere with the rights herein granted.

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

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

4. This Easement is subject to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the office of the Fresno County Recorder prior to the date that the Grantor executed this Easement, including without limitation any and all liens, encumbrances, covenants, conditions, restriction, reservation, contracts, leases, licenses, easements, and rights of way.

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

[SIGNATURE ON FOLLOWING PAGE]

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

GRANTEE

APPROVED
Steven E. White, Director
Department of Public Works and Planning

By _____

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

By: _____
Deputy

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, C.P.A.
Auditor-Controller / Treasurer-Tax Collector

By: _____
Deputy

GRANTOR

Stuart P. Woolf, a Managing Trustee
of G3 Farming Trust Corporation
formerly titled Stuart Farming Trust



c/o Ross Franson, 7041 N. Van Ness
Blvd., Fresno, CA 93711
mailing address

[ADD NOTARY PAGES FOR EACH
OF THE SIGNING PARTIES]

EXHIBIT A

Project Site Depiction

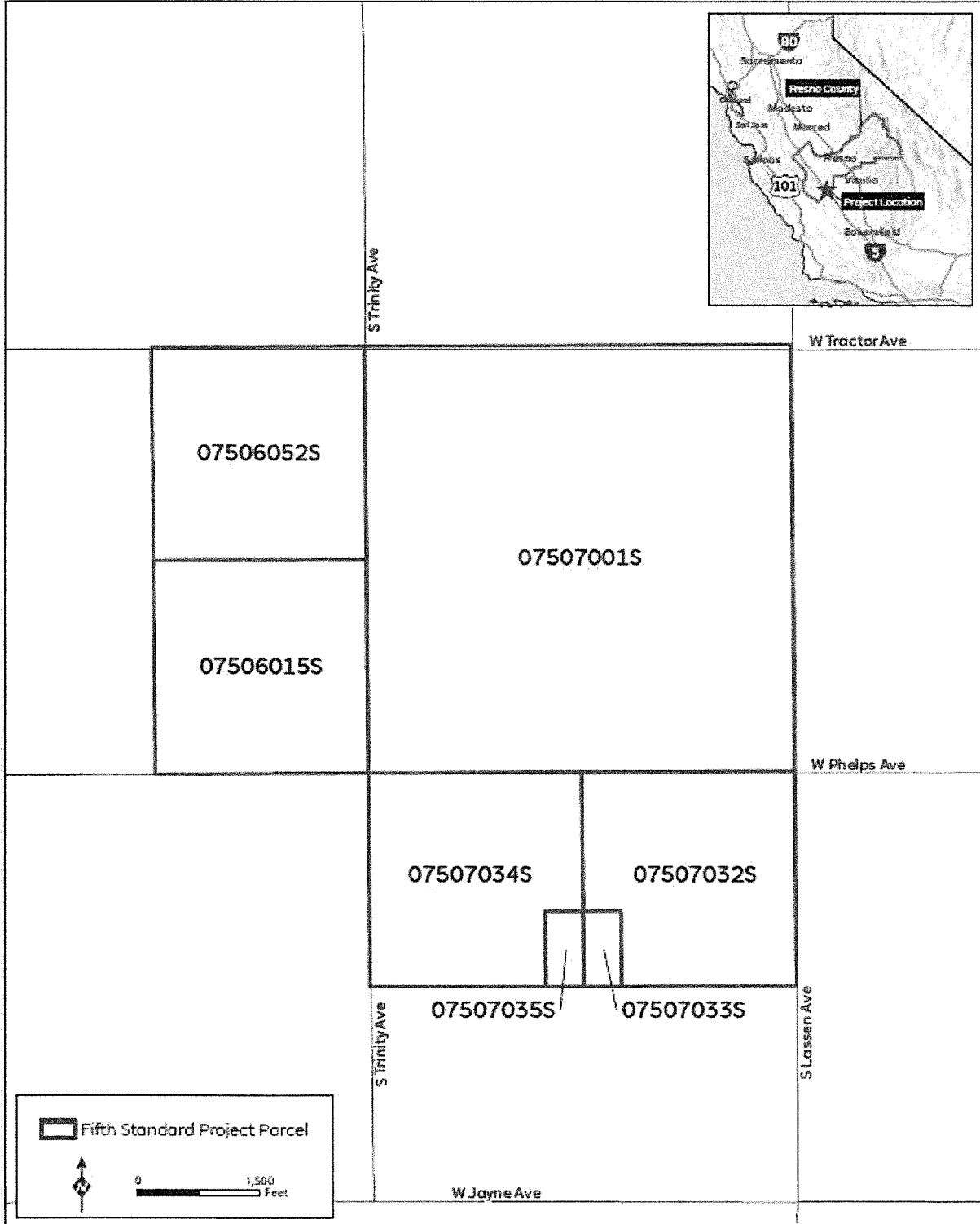


EXHIBIT B

Legal Descriptions

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

APN 075-06-15s

The Southeast quarter of Section 28, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof.

APN 075-070-01s

Section 27, Township 20 South, Range 17 East, Mount Diablo Base. and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof.

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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

County of Fresno

On Jan 20, 2022 before me, Betty J. Gowens, Notary Public (insert name and title of the officer), personally appeared Stuart P. Wolf, 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.

Signature Betty J. Gowens

(Seal)



RECORDING REQUESTED BY:

STEVE E. WHITE, DIRECTOR
FRESNO COUNTY PUBLIC WORKS AND
PLANNING
2220 Tulare Street, Sixth Floor
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[SIGNATURE ON FOLLOWING PAGE]

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

GRANTEE

APPROVED
Steven E. White, PE, PLS, Director
Fresno County Department of Public Works and Planning

By: _____

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

By: _____
Deputy

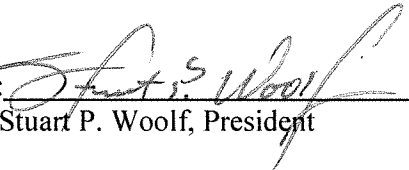
APPROVED AS TO ACCOUNTING
FORM
Oscar J. Garcia, C.P.A.
Fresno County Auditor-Controller / Treasurer-Tax
Collector

By: _____
Deputy

[ADD NOTARY PAGES FOR EACH
OF THE SIGNING PARTIES]

GRANTOR

Woolf Properties, LLC, a California
limited liability company

By: 
Stuart P. Woolf, President

c/o Ross Franson, 7041 N. Van Ness
Blvd., Fresno, CA 93711
mailing address

EXHIBIT A

Project Site Depiction



EXHIBIT B

Legal Description

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

Parcel 2: APN 075-06-52s

The Northeast quarter of Section 28, Township 20 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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

County of Fresno

On Jan 20, 2022 before me, Betty J. Gowens, Notary Public (insert name and title of the officer), personally appeared Stuart P. Wolf, 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.

Signature Betty J. Gowens

(Seal)

