

24-0943

**LUNA VALLEY SOLAR I, LLC PROJECT RECLAMATION AGREEMENT**

This LUNA VALLEY SOLAR I, LLC PROJECT RECLAMATION AGREEMENT (“**Agreement**”) is entered into this 3<sup>rd</sup> day of December, 2024 (“**Effective Date**”), by and between the COUNTY OF FRESNO, a political subdivision of the State of California (“**COUNTY**”), and LUNA VALLEY SOLAR I, LLC, a Delaware limited liability company registered in the State of California (“**APPLICANT**”), each a “**Party**” and collectively, the “**Parties.**”

**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 (“**EIR**”) No. 7813 for the Luna Valley Solar Energy Project and approved and issued to APPLICANT Unclassified Conditional Use Permit (“**CUP**”) No. 3671, as amended by that certain First One-Year 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. The certified EIR No. 7813 and such approved and issued CUP No. 3671, as amended, are collectively referred to herein as the “**Approvals.**”
- B. As a condition of the Approvals, COUNTY’s Planning Commission required APPLICANT’s compliance with “the Draft Reclamation Plan as submitted to the Planning Commission and prepared for the decommissioning of the facility when operation ceases.” The reclamation plan identified by the Planning Commission is dated April of 2021. The same condition of the Approvals allows APPLICANT to make “[r]easonable modifications” to the submitted reclamation plan “to address changes of scope and configuration of the final Site Plan and improvements,” but requires that the

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

4 C. In April of 2024, APPLICANT submitted to the Department a proposed final draft  
5 reclamation plan, including modifications thereto (collectively, such proposed final draft  
6 reclamation plan and modifications thereto are the **“Reclamation Plan”**).

7 D. On April 17, 2024, the Director of Public Works and Planning or such Director’s  
8 designee (collectively, the **“Director”**) approved the Reclamation Plan. A true and  
9 complete copy of the Reclamation Plan is attached hereto and incorporated herein by  
10 reference as **Exhibit A**.

11 E. The Approvals and Reclamation Plan describe a project consisting of an approximately  
12 200-megawatt solar photovoltaic generation facility, 200 megawatt energy storage  
13 system, 34.5 kilovolt overhead transmission line, and supporting electrical infrastructure  
14 (collectively, the **“Project”**). APPLICANT represents to COUNTY that the Project  
15 described herein will be fully capable, once completed according to its manufacturer’s  
16 specifications, of independent operation and of supplying power to the power grid.

17 F. The Project will be situated on and within multiple parcels consisting of approximately  
18 1,287 acres, identified in the Approvals, generally located on the west side of State  
19 Route 33 (S. Derrick Avenue), between the W. South Avenue and W Dinuba Avenue,  
20 and approximately nine miles south of the City of Mendota in unincorporated Fresno  
21 County, as more particularly shown on **Exhibit B**, attached hereto and incorporated  
22 herein by reference solely for the purpose of illustrating the location of the Project.

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

27 H. The Project will be situated on parcels commonly referred to by Assessor’s Parcel  
28 Numbers (**“APNs”**) 028-060-77, 028-100-84, and 028-100-85 (formerly 028-060-34,

1 028-060-69, 028-060-70, 028-060-71, 028-060-72, 028-101-15, 028-101-17, 028-101-  
2 19, 028-101-29, 028-101-58, 028-101-65, 028-101-69, 028-101-72, 028-101-74, and  
3 028-101-77), as more particularly described on **Exhibit B-1**, attached hereto and  
4 incorporated herein by reference. The property described in Exhibit B-1 is referred to  
5 herein as the “**Property**.” APPLICANT represents, covenants, and warrants that  
6 Property does not include the parcel commonly known as APN 028-101-59, and that  
7 APPLICANT will construct no component of the Project on APN 028-101-59.  
8 APPLICANT understands, acknowledges, and agrees that COUNTY will not issue any  
9 grading, building, or construction permits, or any other permits, for any portion of the  
10 Project on APN 028-101-59.

11 I. APPLICANT represents to COUNTY that fee title to the Property was vested in Luna  
12 Valley Land Holdings, LLC (“**Property Owner**”), a Delaware limited liability company,  
13 which APPLICANT represents to COUNTY is an affiliate of APPLICANT, by Grant Deed  
14 from Westlands Water District (“**Westlands**”), a California public agency, recorded in  
15 the Official Records of the County of Fresno on October 26, 2023 at 9:12 AM as  
16 Instrument No. 2023-0099567 (“**Grant Deed**”).

17 J. [In the Grant Deed, Westlands asserted that it excepted and reserved unto itself the  
18 following rights, titles, and interests, referred to herein as the “**Westlands**  
19 **Reservation**”:

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

27 ALSO EXCEPTING THEREFROM AND RESERVING UNTO [WESTLANDS]  
28 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

1 (such interests not being merged by [Westlands]'s acquisition of fee title) and  
2 fixtures owned by [Westlands] in the nature of water district facilities.

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

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

24 K. APPLICANT's only right to use the Property for the purposes of the Project is  
25 established by that certain Solar Facility Ground Lease Agreement, dated October 24,  
26 2023, as referenced by that certain Memorandum of Solar Facility Ground Lease  
27 Agreement, recorded October 26, 2023, as Instrument No. 2023-0099753 of Official  
28 Records of the County of Fresno (the "**Memorandum of Solar Facility Ground Lease  
Agreement**").

29 L. As a further condition of the Approvals, the Planning Commission required that, prior to  
30 the issuance of any further permit(s) for grading or development (and the Parties agree  
31 that development includes construction or building), relating to the Project (collectively,  
32 "**Grading or Development Permits**"), APPLICANT must enter into a reclamation  
33 agreement with COUNTY to secure APPLICANT's obligations to "(1) decommission,  
34 dismantle, and remove the project and reclaim the site to its pre-project condition in  
35 accordance with the approved Reclamation Plan, and (2) maintain a financial assurance  
36 to the County of Fresno, to secure the project owner's obligations under the reclamation  
37 agreement, in an amount sufficient to cover the costs of performing such obligations."

- 1 M. To secure APPLICANT's faithful performance of all of its obligations under the  
2 Reclamation Plan, the Planning Commission further required APPLICANT to maintain  
3 a financial assurance "in the form of cash and maintained through an escrow  
4 arrangement acceptable to the County of Fresno." The amount of this Cash Security  
5 (defined in Section 2(a) below) "shall (1) initially cover the project owner's cost of  
6 performing its obligations under the reclamation agreement..., based on the final County  
7 of Fresno-approved design of the project, which cost estimate shall be provided by the  
8 project owner to the County of Fresno, and be subject to approval by the County of  
9 Fresno, and (2) be automatically increased annually, due to increases in costs, using  
10 the Engineering News-Record construction cost index."
- 11 N. APPLICANT shall make the deposits of the Cash Security into an escrow account, as  
12 required herein, which shall be (i) in the initial minimum amount equal to the licensed  
13 professional engineer's written cost estimate, which is **eight million, five-hundred six**  
14 **thousand, three-hundred and five, and 40/100 dollars (\$8,506,305.40)** ("Initial  
15 **Minimum Deposit**"), plus such annual increases reflecting increased construction  
16 costs reflected in the Engineering News-Record ("**ENR**") construction cost index and  
17 each such subsequent deposit by APPLICANT shall be without the requirement of any  
18 demand or notice by COUNTY, (ii) subject to an Escrow Agreement (defined below), in  
19 a form and substance satisfactory to COUNTY as provided in this Agreement, among  
20 COUNTY, APPLICANT, and a financial institution having minimum Federal Deposit  
21 Insurance Corporation (FDIC) insurance coverage under this Agreement, and (iii) the  
22 initial amount of such deposit shall be in compliance with this Agreement and the  
23 Escrow Agreement prior to COUNTY's issuance of any Grading or Development  
24 Permits.
- 25 O. APPLICANT represents to COUNTY that APPLICANT intends to diligently undertake  
26 and complete construction of the Project.
- 27 P. The Parties agree that fairness and sound fiscal policy require that APPLICANT, as the  
28 person or entity receiving the benefits of any land use approval, should also bear the

1           burden of the liability for decommission and dismantling the Project, and restoring the  
2           Project site to an agricultural use-ready condition in accordance with all applicable  
3           codes and regulations.

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

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

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

9           APPLICANT agrees that all of APPLICANT's activities set forth in the Reclamation Plan  
10          with respect to the Project shall be deemed as requirements of APPLICANT under this  
11          Agreement and are enforceable by COUNTY under the terms and conditions of this  
12          Agreement. APPLICANT shall, at its own cost, fully perform and comply with all of the  
13          provisions of the Reclamation Plan, including without limitation Section 5 (Decommissioning  
14          and Restoration Process) and Section 6 (Decommissioning Costs and Financial Assurances)  
15          thereof with respect to the Project, and decommission, dismantle, and remove the entire  
16          Project, and reclaim all of the Property to its pre-Project condition as an agricultural use-ready  
17          condition in accordance with all applicable codes and regulations pursuant to the Reclamation  
18          Plan (collectively, "**Reclamation**") within twelve (12) months of the earliest to occur of any of  
19          the following, as reasonably determined by the Director: (i) there has not been substantial  
20          development of the Project within two (2) years following the COUNTY's Planning  
21          Commission's approval of, and issuance to APPLICANT, CUP No. 3671; (ii) the Project, or a  
22          substantial portion thereof, has not, following completion of construction of the Project, or any  
23          phase thereof (should APPLICANT elect to undertake the Project in phases pursuant to  
24          subsection 2(e) of this Agreement ), produced electricity for at least six (6) consecutive months  
25          within a twelve (12) month period, or for three hundred sixty five (365) non-consecutive  
26          calendar days within any twenty four (24) month period, during the term of this Agreement; (iii)  
27          the expiration or early termination of CUP No. 3671, as amended; or (iv) thirty-five (35) years  
28          from the commencement of operation of the Project, or any phase thereof (should APPLICANT

1 elect to undertake the Project in phases pursuant to subsection 2(e) of this Agreement) (each,  
2 an “**Event of Project Cessation**”). If there are any inconsistencies between the terms and  
3 conditions of this Agreement (excluding the Reclamation Plan) and the provisions of the  
4 Reclamation Plan with respect to the Project and/or the Property, such inconsistencies shall  
5 be resolved by giving precedence to the terms and conditions this Agreement (excluding the  
6 Reclamation Plan) over the provisions of the Reclamation Plan with respect to the Project  
7 and/or the Property.

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

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

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

22 In addition to the foregoing paragraph, upon COUNTY’s written request to APPLICANT,  
23 which shall be made in the manner for providing notice pursuant to Section 5 of this  
24 Agreement, concerning whether there is any Event of Project Cessation, APPLICANT shall,  
25 not later than ten (10) calendars days after receipt of such request, provide written responsive  
26 notice to COUNTY pursuant to Section 5 of this Agreement, which responsive notice shall be  
27 accompanied by copies of, or electronic links to, the records, so requested by COUNTY,  
28 concerning the status of the Project’s development, and of the Project’s operation and

1 electricity production. APPLICANT shall retain and maintain such records for a minimum of  
2 five (5) years from their creation.

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

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

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

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

21 **2. SECURITY FOR APPLICANT’S OBLIGATIONS.**

22 **(a) Definitions.**

23 **“Cash Security”** means and includes all of the then-current amount of the cash, which  
24 shall be in immediately available United States currency (**“US Currency”**), or any portion  
25 thereof, including APPLICANT’s initial deposit of the cash pursuant to Section 2 of this  
26 Agreement, and any annual increases of such cash as a result of any interest income earned  
27 on the Cash Security or as a result of any additional cash deposits required by this Agreement,  
28 all as to be held on deposit by the Escrow Agent for the sole benefit of the County under the



1 Escrow Agreement, less any County drawings of the Cash Security under the Escrow  
2 Agreement.

3 **“Escrow Agent”** means a financial institution, appointed jointly by APPLICANT and  
4 COUNTY (or otherwise, if necessary, by a court of competent jurisdiction), that receives the  
5 Cash Security from APPLICANT, and is authorized under the Escrow Agreement to hold the  
6 Cash Security, and to disburse the Cash Security to COUNTY upon COUNTY’s drawing  
7 thereunder. APPLICANT and COUNTY propose to jointly appoint ,Citibank N.A. as the initial  
8 Escrow Agent.

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

17 **(b) Cash Security.**

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

1 Not later than December 1, 2024, and December 1 of each year following the Effective  
2 Date hereof, APPLICANT shall, without the requirement of any demand or notice by COUNTY,  
3 deposit additional cash necessary to cause the Cash Security to be increased by a percentage  
4 equal to any annual increase in construction costs reflected in the ENR construction cost index  
5 from October 1 of the previous year to October 1 of the then-current year. As of the Effective  
6 Date, the ENR construction cost index is available at the following Web address: ENR.com

7 As an example, assuming there is an annual increase in construction costs for 2024  
8 (*i.e.*, the current year), if the ENR construction cost index for the period of October 1, 2023  
9 (*i.e.*, for the previous year) through October 1, 2024 (*i.e.*, for the current year) reflects a 3.5%  
10 increase in the cost of construction for 2023, APPLICANT would be required, by December 1,  
11 2024, to deposit into the Cash Security an amount equal to 3.5% of the then total Cash  
12 Security. Such calculations shall be made as if APPLICANT timely deposited the total amount  
13 of the Initial Minimum Deposit (as defined in Recital N of this Agreement).

14 Notwithstanding anything to the contrary in the foregoing two paragraphs, should  
15 APPLICANT undertake the construction of the Project in phases pursuant to subsection 2(e)  
16 of this Agreement, APPLICANT may defer payment of interest on any unpaid amount of the  
17 Cash Security (“**Accrued Interest**”) until payment of the initial attributable reclamation cost for  
18 that phase discussed in subsection 2(e) below. In no event does deferral of payment of the  
19 Accrued Interest relieve APPLICANT of its obligation to make such payments.

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

24 APPLICANT shall notify COUNTY as provided in Section 5 of this Agreement, with a  
25 report stating the amount by which APPLICANT increased the Cash Security, supported by  
26 the calculation of such increase with reference to the ENR construction cost index, or no  
27 change in the Cash Security, supported by the calculation of such decrease or no change with  
28 reference to the ENR construction cost index, not later than January 15 of the year following

1 the increase or no change in the Cash Security, as applicable, provided however that, if such  
2 construction cost information is not available, then APPLICANT shall provide notice of such  
3 unavailability to COUNTY, including any reasonably-estimated date of such availability if such  
4 estimated date is available to APPLICANT and continue to reasonably keep COUNTY so  
5 informed if such information continues to be unavailable for more than fifteen (15) calendar  
6 days after such notice, and in any event APPLICANT shall promptly provide such information  
7 once it becomes available, provided further however, if such information is unavailable for  
8 forty-five (45) more calendar days after such notice, and if the Director, in his or her sole and  
9 absolute judgment, determines that the ENR construction cost index is no longer available  
10 during the term of this Agreement, the Director may, in his or her sole and absolute discretion,  
11 replace the ENR construction cost index with another, comparable construction cost index  
12 retroactive to the last date that the ENR construction cost index was available, as the Director  
13 may determine in his or her sole and absolute judgment, without necessity of any amendment  
14 or modification to this Agreement, by notifying APPLICANT as provided in Section 5 of this  
15 Agreement, and APPLICANT shall use such replacement comparable construction cost index  
16 for purposes of this subsection 2(b). The provisions of this paragraph shall apply to any  
17 replacement construction cost index.

18 **(c) Escrow Agreement.**

19 The Escrow Agreement shall be in a form and substance acceptable to COUNTY. The  
20 Escrow Agent shall be acceptable to COUNTY. Without limiting the generality of the foregoing  
21 requirements of the Escrow Agreement and Escrow Agent, APPLICANT shall, and shall cause  
22 the Escrow Agent to, enter into an Escrow Agreement among APPLICANT, COUNTY and the  
23 Escrow Agent in compliance with the following major requirements of the Escrow Agreement,  
24 which major requirements are not an exhaustive list of requirements for the Escrow  
25 Agreement:

- 26 (1) As provided in subsection 2(b) of this Agreement, APPLICANT shall irrevocably deliver  
27 to the Escrow Agent the Initial Minimum Deposit (as defined in Recital N of this  
28 Agreement), in US Currency, as the initial Cash Security for the exclusive purposes of

1 the Escrow Agreement. The Escrow Agent shall receive, and upon receipt immediately  
2 deposit, and hold the Cash Security only in a savings deposit account of the Escrow  
3 Agent for the exclusive purposes of the Escrow Agreement. APPLICANT acknowledges  
4 and agrees that a savings deposit account does not include a money market account,  
5 a certificate of deposit, or any account which is not immediately liquid. The Escrow  
6 Agent shall cause the Cash Security, while on deposit with the Escrow Agent under the  
7 Escrow Agreement, to be (i) interest-bearing, at a savings deposit rate available to  
8 members of the public, and (ii) fully insured by the FDIC up to the lesser of (1) the  
9 amount of the Cash Security while on deposit with the Escrow Agent under the Escrow  
10 Agreement, or (2) the then-current maximum FDIC insurance coverage available for an  
11 FDIC-insured deposit account. The Cash Security shall be maintained by the Escrow  
12 Agent as a separate savings deposit account with its own ownership classification as  
13 being for the sole benefit of COUNTY, which savings deposit account shall be distinct  
14 from any and all other accounts or funds of the APPLICANT that might be maintained  
15 or held by the Escrow Agent or its parent or affiliates (including, without limitation, Luna  
16 Valley Holdings, LLC), to ensure that the maximum FDIC insurance coverage available  
17 for an FDIC-insured deposit account shall apply to the Cash Security. COUNTY shall  
18 not have any liability, either directly or indirectly, in respect of any loss of any principal  
19 of, or any earnings on, the Cash Security, or any failure of the Escrow Agent to obtain  
20 earnings on the Cash Security.

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

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

27 (4) The Applicant, including its successors or assigns or anyone claiming through the  
28 Applicant, shall not have any rights whatsoever to use, control, or access, either directly

1 or indirectly, or withdraw any funds from or borrow against the Cash Security, or to  
2 make any other demand of the Escrow Agent or the County with respect to the Cash  
3 Security.

4 (5) APPLICANT shall promise, covenant, and warrant to COUNTY and the Escrow Agent  
5 that the Cash Security is not and shall not at any time be subject to any attachments,  
6 seizures, garnishments, pledges, liens, encumbrances, levies, security interests, claims  
7 of any creditors, or writs, or court orders, judgments or decrees, or threat of any of the  
8 foregoing, all of which shall be of every nature whatsoever; and if any such conditions  
9 occur or are threatened, APPLICANT shall, to COUNTY's and the Escrow Agent's  
10 satisfaction, immediately remove, cure, or satisfy such conditions or threatened  
11 conditions, which may include the APPLICANT's deposit of an equal amount thereof of  
12 replacement funds into the Cash Security, which replacement funds shall satisfy the  
13 requirements of this subsection 2(c)(5), and promptly give the COUNTY and the Escrow  
14 Agent notice of such deposit. In the event of any such deposit of replacement funds by  
15 the APPLICANT into the savings account for the Cash Security, and the APPLICANT's  
16 prompt notice thereof, including the specific source of replacement funds and  
17 assurance that such replacement funds satisfy this Agreement and the Escrow  
18 Agreement, given to the COUNTY and the Escrow Agent, the COUNTY shall promptly  
19 give notice to the APPLICANT and the Escrow Agent whether such replacement deposit  
20 of funds is acceptable to the COUNTY, and the Escrow Agent shall promptly give notice  
21 to the COUNTY and the APPLICANT whether such replacement deposit of funds is  
22 acceptable to the Escrow Agent, and if both the COUNTY and the Escrow Agent so  
23 accept, then the Escrow Agent shall promptly thereafter return to the APPLICANT the  
24 funds so substituted, provided however, such notice given by the COUNTY shall not  
25 preclude the COUNTY from enforcing the requirements of this Agreement and the  
26 Escrow Agreement if such replacement deposit of funds is subsequently determined  
27 not to satisfy this Agreement or the Escrow Agreement.

28 (6) Upon COUNTY's presentation of its instructions for drawing upon the Cash Security to

1 the Escrow Agent, under the Escrow Agreement, the Escrow Agent shall, solely by  
2 examining the face of COUNTY's drawing instructions for compliance with the  
3 requirements in the Escrow Agreement for making drawings, pay COUNTY according  
4 to the terms of such COUNTY drawing in immediately available US Currency up to the  
5 then-current amount of the Cash Security within three (3) business days of such  
6 presentation to the Escrow Agent. The COUNTY's place of presentation of its written  
7 instructions for drawing upon the Escrow Funds to the Escrow Agent shall be at a  
8 location or locations reasonably accessible to COUNTY, one of which location shall be  
9 in the City of Fresno. Partial and multiple drawings, or a single drawing, by COUNTY  
10 upon the Cash Security, up to the then-current amount of the Cash Security, shall be  
11 permitted under the Escrow Agreement. Within one (1) business day after COUNTY's  
12 receipt of any drawing, COUNTY shall give written notice thereof to APPLICANT.

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

1 from brining any cross-action against APPLICANT relating to same.

2 (8) The Escrow Agreement shall have requirements regarding APPLICANT's obligations  
3 for indemnifying and defending COUNTY and the Escrow Agent, the Escrow Agent's  
4 compensation which shall be payable solely and directly by APPLICANT with funds  
5 other than the Cash Security, and COUNTY's right to receive and have immediate  
6 access to reports of all account activities, including, without limitation, interest income  
7 on, and disbursements of, the Cash Security, all of which requirements shall be  
8 acceptable to COUNTY.

9 (9) COUNTY shall have the right, based upon its determination, to give the Escrow Agent  
10 and APPLICANT notice that (i) all of the Cash Security has, according to the terms and  
11 conditions of the Escrow Agreement, been paid to COUNTY, or (ii) the Cash Security  
12 no longer is needed by COUNTY, and in the event that there is, to COUNTY's  
13 knowledge, any remaining Cash Security at the time of such notice, COUNTY's notice  
14 shall state that COUNTY releases its interest under the Escrow Agreement in such  
15 remaining Cash Security.

16 **(d) Replacement Escrow Agreement.**

17 If APPLICANT has not completed the performance of all obligations under this  
18 Agreement, as determined by COUNTY, the termination of an Escrow Agreement, shall not,  
19 by itself, be a limitation on or otherwise affect APPLICANT's obligations to maintain the Cash  
20 Security under an Escrow Agreement, as required herein. APPLICANT shall always cause the  
21 Cash Security to be maintained by the Escrow Agent under an Escrow Agreement, as provided  
22 herein, or under any replacement Escrow Agreement to be maintained by any new Escrow  
23 Agent, as provided herein, without interruption in coverage, so that APPLICANT's performance  
24 of its obligations under this Agreement are continuously secured by a Cash Security with an  
25 Escrow Agent or new Escrow Agent, either by an Escrow Agreement or a replacement Escrow  
26 Agreement, respectively, during the term of this Agreement. The requirements under this  
27 Agreement for an Escrow Agreement shall apply to any replacement Escrow Agreement, and  
28 the requirements under this Agreement for the Escrow Agent shall apply to any new Escrow

1 Agent. In the event that there should be a need for a replacement Escrow Agreement, the  
2 determination whether a proposed replacement Escrow Agreement is acceptable to COUNTY,  
3 COUNTY may consider whether the proposed replacement Escrow Agreement complies  
4 substantially with the form and substance of the then-current Escrow Agreement.

5 **(e) Optional Phasing of Construction**

6 Notwithstanding any contrary provisions of Section 2(b), provided that there is not an  
7 uncured Event of Default, COUNTY will permit APPLICANT to construct the Project in up to  
8 two (2) phases, consisting of the following, in the following order, and subject to the following  
9 requirements:

10 (1) First, "Phase I" shall consist of a solar photovoltaic array, with an  
11 estimated production capacity of 200 megawatts of alternating current electrical power and a  
12 substation and gen-tie line serving the Project, to which phase the attributable reclamation  
13 cost is **seven million, eight-hundred seventy-five thousand, four-hundred and seventy-**  
14 **one, and 40/100 dollars (\$7,875,471.40).**

15 (2) Second, "Phase II" shall consist of a battery energy storage system  
16 with an estimated storage capacity of approximately 674 megawatt-hours, with battery  
17 infrastructure distributed throughout the Property, to which phase the attributable reclamation  
18 cost is **six-hundred fifty thousand, eight-hundred and thirty-three, and 65/100 dollars**  
19 **(\$650,833.65).**

20 Prior to APPLICANT obtaining any further Grading or Development Permits from  
21 COUNTY with respect to any phase, (1) APPLICANT, COUNTY, and the Escrow Agent (as  
22 defined in subsection 2(a) of this Agreement), have entered into an Escrow Agreement (as  
23 defined in subsection 2(a) of this Agreement), and APPLICANT has delivered such fully-  
24 executed Escrow Agreement to COUNTY, (2) by the terms of the Escrow Agreement,  
25 APPLICANT has irrevocably delivered to the Escrow Agent the initial amount of the Cash  
26 Security attributable to that phase, including any Accrued Interest for that phase, and, the  
27 Escrow Agent has given COUNTY written confirmation of the Escrow Agent's receipt of such  
28 amount, and (3) APPLICANT has complied with all other terms of this subsection 2(e),



1 including the obligation to deliver the Easement, as required by and defined Section 7 of this  
2 Agreement. APPLICANT shall not move components of Phase I and Phase II between each  
3 such other phase.

4 If APPLICANT elects to construct the Project in phases pursuant to this subsection 2(e),  
5 APPLICANT shall notify COUNTY under Section 5 of this Agreement of APPLICANT's intent  
6 to do so on or before the deadline for depositing the Initial Minimum Deposit (as defined in  
7 Recital N of this Agreement) with Escrow Agent for the Project as provided for in subsection  
8 2(b), above, and such Initial Minimum Deposit shall consist of the reclamation cost attributable  
9 to Phase I. If APPLICANT does not provide COUNTY with such notice before such deadline,  
10 APPLICANT forfeits all rights under this subsection 2(e), and APPLICANT shall be required to  
11 proceed under subsection 2(b), above. COUNTY will only issue construction permits for a  
12 phase provided that APPLICANT has timely given COUNTY notice of construct of the Project  
13 in phases pursuant to this subsection 2(e), and deposited the entire amount of attributable  
14 reclamation cost for such phase pursuant to this subsection 2(e), inclusive of both the  
15 attributable reclamation cost for that phase discussed, above, in this subsection, plus any  
16 amount of deferred interest accrued pursuant to the formula discussed in subsection 2(b) of  
17 this Agreement. COUNTY approval of construction permits for Phase I does not obligate  
18 COUNTY to approve construction permits for Phase II.

19 APPLICANT shall provide COUNTY with at least thirty (30) days advance written notice  
20 of the deposit to be made that is attributable reclamation cost for Phase II. APPLICANT shall  
21 also provide written notice to COUNTY immediately upon the deposit of additional amounts  
22 for the reclamation costs attributable to Phase II, inclusive of interest. Following such written  
23 notification by APPLICANT of additional Cash Security deposits for the reclamation costs  
24 additional to Phase II, COUNTY shall have a reasonable time, in the sole and absolute  
25 discretion of the Director, to confirm the sufficiency of APPLICANT's deposit, before issuing  
26 construction permits for Phase II.

27 APPLICANT's obligation to deposit additional cash necessary to cause the total amount  
28 of the Cash Security for the Project, as if APPLICANT timely deposited the total amount of the

1 Initial Minimum Deposit (as defined in Recital N of this Agreement), to be increased by a  
2 percentage equal to any annual increase in construction costs reflected in the ENR  
3 construction cost index from October 1 of the previous year to October 1 of the then-current  
4 year continues to accrue regardless whether APPLICANT has deposited the total amount of  
5 the Cash Security, entirely under subsection 2(b) of this Agreement, or only a portion of that  
6 Cash Security for phased construction pursuant to this subsection 2(e). APPLICANT shall  
7 calculate the total annual payments in the manner provided for in subsection 2(b) of this  
8 Agreement, as if the initial deposit of Cash Security equaled the total amount of the Initial  
9 Minimum Deposit (as defined in Recital N of this Agreement). However, should APPLICANT  
10 undertake the construction of the Project in phases pursuant to this subsection 2(e),  
11 APPLICANT may defer payment of Accrued Interest for Phase II until payment of the initial  
12 attributable reclamation cost for Phase II. For example, if APPLICANT has made the Phase I  
13 deposit by December 1, 2024, but not the Phase II deposit, APPLICANT shall calculate interest  
14 under the October ENR for both Phase I and Phase II, but shall deposit the interest attributable  
15 to Phase I with the Escrow Agent by December 1, 2024; APPLICANT may temporarily retain  
16 the Accrued Interest for Phase II, but shall deposit the Accrued Interest for Phase II at the time  
17 APPLICANT deposits the attributable reclamation cost of Phase II. Not later than December 1  
18 of each year and until APPLICANT has deposited the entire amount of the Initial Minimum  
19 Deposit, along with any Accrued Interest, APPLICANT shall provide a statement to County,  
20 pursuant to the noticing requirements of Section 5, which statement shall report the then-  
21 current amount of Cash Security, amount of Accrued Interest, as required and calculated  
22 pursuant to this subsection 2(e), and that year's increases to the Cash Security and Accrued  
23 Interest.

24 As required by Section 7 of this Agreement, APPLICANT shall cause each of the  
25 owner(s) of the Property, including any portion thereof or any rights, title, or interests therein,  
26 to grant to COUNTY an irrevocable non-exclusive reclamation easement over, under, on, and  
27 across each parcel of real property constituting the Property not later than five (5) business  
28 days after receipt of the signature-ready form of Easement (as provided for and defined in

1 Section 7 of this Agreement) from COUNTY, regardless whether the construction of the  
2 Project is conducted in phases pursuant to this subsection 2(e). Such Easement (as provided  
3 for and defined in Section 7 of this Agreement) may not be limited to the parcels upon which  
4 each phase is to be constructed, and must cover the entire Property. In other words, the  
5 Easement for the entire Property shall be timely delivered to COUNTY, whether the Project is  
6 constructed in phases or not.

7 **3. DEFAULT.**

8 For purposes of this Agreement, the occurrence of any one or more of the following  
9 events shall constitute an “**Event of Default**” by APPLICANT under this Agreement:

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

12 (b) APPLICANT fails to enter into, or fails to cause the Escrow Agent to enter  
13 into, and deliver to COUNTY an Escrow Agreement among APPLICANT, COUNTY, and  
14 Escrow Agent as required under subsection 2(b) of this Agreement;

15 (c) APPLICANT fails to make the Initial Minimum Deposit of Cash Security  
16 with the Escrow Agent, as required under subsection 2(b) of this Agreement, or fails to make  
17 any deposit provided for pursuant to subsection 2(e) of this Agreement, should APPLICANT  
18 elect to construct the project in phases;

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

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

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

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

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

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

10           **(j)** APPLICANT fails to observe or perform, in any material respect, any other  
11 obligation under this Agreement or the Reclamation Plan, including without limitation  
12 Reclamation, for a period of thirty (30) calendar days after COUNTY provides written notice to  
13 APPLICANT pursuant to Section 5 of this Agreement, stating the obligation APPLICANT has  
14 failed to perform, provided however, if the nature of the default is such that APPLICANT cannot  
15 reasonably cure the default within thirty (30) calendar days, APPLICANT shall have an  
16 additional reasonable time to cure, upon APPLICANT providing written notice thereof to  
17 COUNTY pursuant to Section 5 of this Agreement stating the reason therefor, subject to  
18 APPLICANT commencing to cure within the thirty (30) calendar day period and diligently  
19 pursuing the cure to completion and completing the cure not later one hundred twenty (120)  
20 calendar days from the date of such COUNTY notice of such failure to perform.  
21 Notwithstanding anything to the contrary in this Agreement, such additional reasonable time  
22 for APPLICANT to cure a default under this subsection 3(j) shall not apply to any of  
23 APPLICANT's obligations under Section 2 (Security for Applicant's Obligations) and/or Section  
24 8 (Satisfaction of Reclamation Plan) of this Agreement;

25           **(k)** Bankruptcy, reorganization, liquidation, arrangement, insolvency,  
26 receivership or conservatorship proceedings, or other proceedings for relief under any  
27 bankruptcy or similar law or laws for the relief of debtors, are instituted by or against  
28 APPLICANT, and are not dismissed within ninety (90) calendar days of institution, or there is

1 an assignment by APPLICANT for the benefit of creditors, or any similar action taken by or  
2 against APPLICANT, or APPLICANT is insolvent;

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

6 (m) The failure of the Escrow Agent or APPLICANT to observe or perform, in  
7 any material respect, any obligation of the Escrow Agent or APPLICANT, respectively, under  
8 the Escrow Agreement;

9 (n) The failure of any new Escrow Agent or APPLICANT, to observe or  
10 perform, in any material respect, any obligation of any new Escrow Agent or APPLICANT,  
11 respectively, under any replacement Escrow Agreement;

12 (o) Any failure of Easement (as defined in Section 7 of this Agreement), which  
13 is required and provided under Section 7 of this Agreement, to remain in full force and effect  
14 according to its terms and conditions and recorded against the Property, in the official records  
15 of the Fresno County Recorder;

16 (p) Any breach or default by APPLICANT, including any event occurring or  
17 information becoming known that makes untrue any representation, covenant, or warranty to  
18 COUNTY, by APPLICANT, Property Owner, or Westlands, including any event occurring or  
19 information becoming known that makes untrue any Property representation, covenant, or  
20 warranty to COUNTY under the Easement (as defined in Section 7 of this Agreement), which  
21 Easement (as defined in Section 7 of this Agreement) is required and provided under Section  
22 7 of this Agreement;

23 (q) The inability of COUNTY to access the Property, or any part thereof  
24 necessary (in the sole and absolute discretion of the Director) to reclaim the Project under this  
25 agreement, due to the inaccuracy or deficiency of any representation, covenant, or warranty  
26 to COUNTY, by APPLICANT, Property Owner, or Westlands under the Easement (as defined  
27 in Section 7 of this Agreement), which Easement (as defined in Section 7 of this Agreement)  
28 is required and provided under Section 7 of this Agreement; or

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

21           **4. COUNTY'S REMEDIES.**

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

23           Upon the determination of COUNTY's Board of Supervisors, by an official action, that  
24 an Event of Default has occurred, COUNTY's Board of Supervisors shall have the right to  
25 declare that APPLICANT is in material breach of this Agreement, and COUNTY thereupon  
26 shall be entitled under the Escrow Agreement to immediately draw upon the Cash Security, or  
27 from time to time immediately make partial draws upon the Cash Security, which partial draws  
28 shall permanently reduce the total amount of the Cash Security pursuant to Section 2 of this

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

16 Notwithstanding anything to the contrary in this Agreement, if the Director determines,  
17 in his or her sole and absolute discretion, that there is a potential for a lapse of an Escrow  
18 Agreement (or any replacement Escrow Agreement) without the Parties having first entered  
19 into a replacement Escrow Agreement that will provide continuous deposit in escrow of the  
20 Cash Security, COUNTY may, through the Director and without action of COUNTY's Board of  
21 Supervisors, provide notice thereof to APPLICANT (unless there are any circumstances  
22 beyond the Director's control that would frustrate the Director's ability to provide such notice,  
23 then such notice shall not be required to be provided by the Director to APPLICANT), and  
24 immediately draw on the Cash Security, and hold it with COUNTY's Auditor-  
25 Controller/Treasurer-Tax Collector, to be deposited with a new Escrow Agent, on behalf of  
26 APPLICANT, upon APPLICANT's delivery and the Parties' and the new Escrow Agent's  
27 execution of a replacement Escrow Agreement. Any Cash Security held by COUNTY's  
28 Auditor-Controller/Treasurer-Tax Collector need not be held in an interest-bearing account,

1 and the COUNTY's Auditor-Controller/Treasurer-Tax Collector is under no obligation to obtain  
2 interest on the amount so held. Nothing in this subsection 4(a) prohibits or otherwise limits  
3 COUNTY from using the Cash Security under this Agreement, and any references herein to  
4 COUNTY's draw upon the Cash Security shall instead be accomplished by the Director's draw  
5 upon the COUNTY's Auditor-Controller/Treasurer-Tax Collector. Nothing in this paragraph  
6 relieves or otherwise limits APPLICANT's obligations under subsection 2(b) of this Agreement  
7 to make annual increases to the Cash Security, and in the event that the Cash Security is  
8 being held by COUNTY's Auditor-Controller/Treasurer-Tax Collector when APPLICANT shall  
9 make any such annual increase, APPLICANT shall deliver such annual increase to the  
10 COUNTY's Auditor-Controller/Treasurer-Tax Collector, and provide notice thereof to the  
11 Director in the same manner as required by subsection 2(b) of this Agreement.

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

13 This Agreement, including the Easement (which is provided and required under Section  
14 7 of this Agreement), does not impose any obligation, either express or implied, upon COUNTY  
15 to carry out any of the Reclamation, or any portion thereof, under this Agreement. If COUNTY  
16 draws upon the Cash Security, COUNTY, including its contractors, officers, agents,  
17 employees, and representatives (collectively, "**COUNTY PARTIES**"), shall use the proceeds  
18 thereof solely to perform the Reclamation in substantial conformity with the Reclamation Plan  
19 pursuant to this Agreement; provided however, any such act by any COUNTY PARTIES shall  
20 not obligate COUNTY to continue performance under, or to complete, such Reclamation Plan,  
21 beyond the amount of such funds so drawn from the Cash Security. Subject to the limitation  
22 of COUNTY's obligations (but not the COUNTY's rights) in the foregoing sentence, COUNTY  
23 may, as COUNTY deems necessary, also use a portion of such funds drawn from the Cash  
24 Security for COUNTY's reasonable administrative and overhead costs in connection with the  
25 Reclamation, or any portion thereof, pursuant to the Reclamation Plan, and for COUNTY's  
26 reasonable costs, if any, that any of COUNTY PARTIES need to incur to obtain immediate,  
27 reasonable access to the Project and/or the Property, or any portion of the Project and/or the  
28 Property (including, without limitation, COUNTY's reasonable costs (including without



1 limitation, legal fees and costs) of eliminating or obtaining any modifications of any  
2 interferences with the Easement and the rights granted therein, which Easement is required  
3 and provided under Section 7 of this Agreement), due to any Event of Default under subsection  
4 3(o), subsection 3(p) and/or subsection 3(q) of this Agreement. COUNTY shall maintain  
5 records, for a period of one (1) year following the final use of any funds drawn from the Cash  
6 Security, documenting the use of those funds, and such records shall be made available to  
7 APPLICANT, within ten (10) calendar days following written request thereof by APPLICANT.

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

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

25 **(d) Other Remedies.**

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

1           **5.    NOTICES.**

2           All notices, consents, approvals, requests, correspondence, documents, reports,  
3 demands and other communications (collectively, “**notice**”) which the Parties are required or  
4 desire to serve upon or deliver to one another shall be in writing and shall be sent by any of  
5 the following methods: (a) personal delivery, in which case notice is effective upon delivery;  
6 (b) certified or registered United States mail, return receipt requested, in which case notice  
7 shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (c)  
8 nationally recognized overnight courier (e.g., FedEx Corporation (“**FedEx**”), or United Parcel  
9 Service (UPS)), with charges prepaid or charged to the sender's account, in which case notice  
10 is effective on delivery to the recipient Party if delivery is confirmed by the delivery service  
11 addressed in the appropriate manner for the method of service, as set forth below:

12                           **COUNTY:**

13                           **If sent in any manner pursuant to this**  
14                           **Section 5:**  
15                           Director of Public Works and Planning  
16                           County of Fresno  
17                           2220 Tulare Street, Eighth Floor  
18                           Fresno, CA 93721

19                           **With Copies sent in the same manner,**  
20                           **pursuant to this Section 5, to:**

21                           Fresno County Counsel  
22                           Attn: Deputy County Counsel Assigned to  
23                           Land Use Matters  
24                           2220 Tulare Street, Fifth Floor  
25                           Fresno, CA 93721

26                           County Administrative Officer  
27                           Attn: Public Works and Planning Analyst  
28                           County of Fresno  
29                           Hall of Records  
30                           2281 Tulare Street, Room 304  
31                           Fresno, CA 93721

32                           **APPLICANT:**

33                           Luna Valley Solar I, LLC  
34                           4900 N. Scottsdale Road  
35                           Suite 5000  
36                           Scottsdale, AZ 85251  
37                           Attention: General Counsel

38                           With a copy to:

39                           Luna Valley Solar I, LLC  
40                           100 California Street, Suite 650  
41                           San Francisco, CA 94111  
42                           Attention: General Counsel

43           For all claims arising out of or related to this Agreement, nothing in this Section 5  
44 establishes, waives, or modifies any claims presentation requirements or procedures provided  
45 by law, including without limitation the Government Claims Act (Division 3.6 of Title 1 of the  
46 California Government Code, beginning with section 810).

1           **6.    ASSIGNMENT.**

2                   **(a)    Conditions to Assignment.**

3           Unless there is an Event of Default, APPLICANT may, upon consent of the COUNTY  
4 Board of Supervisors, transfer this Agreement, but only in its entirety, to any entity lawfully  
5 doing business in the United States, or any individual permanently and lawfully residing in the  
6 United States, and in either such case either subject to service of process in California or  
7 having an agent for service of process in California, which simultaneously becomes the sole  
8 permittee under the Approvals (“**Transferee**”).

9                   **(b)    APPLICANT Obligations Upon Assignment.**

10           Notwithstanding the foregoing, but still subject to the foregoing condition that there is  
11 not an Event of Default, such assignment shall not be effective unless and until, not later than  
12 thirty (30) calendar days after the assignment, APPLICANT shall (i) provide written notice of  
13 the assignment to COUNTY, together with the contact information for the Transferee’s duly  
14 authorized representative for purposes of receiving and giving notices under Section 5 of this  
15 Agreement, (ii) cause Transferee to execute an assignment and assumption agreement, in a  
16 form and substance reasonably satisfactory to COUNTY, expressly assuming the obligations  
17 of the APPLICANT under this Agreement, (iii) provide evidence reasonably satisfactory to  
18 COUNTY that the Transferee is, or shall become, the sole permittee under the Approvals, and  
19 (iv) at least forty-five (45) days before the date upon which the assignment and assumption  
20 agreement is presented to the Board of Supervisors for approval and execution, provide to the  
21 Department payment for the COUNTY’s actual costs, including staff and attorney time, in the  
22 processing of the assignment to that date in addition to five-thousand dollars and no/100 cents  
23 (\$5,000.00) as a deposit for COUNTY’s costs following that date and until the execution of the  
24 assignment and assumption agreement by COUNTY. The Department shall, within sixty (60)  
25 days following the execution of the assignment and assumption agreement by COUNTY,  
26 return any unused amount of the five-thousand-dollar deposit collected pursuant to subsection  
27 6(c)(iv) herein to APPLICANT. COUNTY shall only advance the assignment and assumption  
28

1 agreement to the Board of Supervisors for approval and execution upon timely payment of the  
2 full amount described subsection 6(c)(iv) herein.

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

4 Upon such satisfaction of the above conditions, APPLICANT shall be relieved from all  
5 obligations under this Agreement, save and except those obligations that, by their express  
6 language, survive such an assignment and transfer. In the event that APPLICANT assigns this  
7 Agreement as provided in Section 6 of this Agreement, COUNTY shall continue to have all of  
8 the rights under the Escrow Agreement, or any replacement Escrow Agreement, as applicable,  
9 held by COUNTY, unless and until COUNTY enters into a replacement Escrow Agreement  
10 among the new Escrow Agent, COUNTY, and the Transferee, upon terms and conditions  
11 acceptable to COUNTY, for the Transferee pursuant to Section 6 of this Agreement.  
12 Notwithstanding the foregoing provisions of this subsection 6(c), the existing Escrow  
13 Agreement may continue in effect according to its terms and conditions, if Transferee becomes  
14 the sole APPLICANT under the Escrow Agreement.

15 **7. RECORDATION OF EASEMENT.**

16 To enable COUNTY PARTIES to immediate, reasonable access the Property for the  
17 Reclamation purposes contemplated by this Agreement, APPLICANT shall (if APPLICANT  
18 owns any portion of the Property), and shall cause each of the owner(s) of the Property,  
19 including any portion thereof or any rights, title, or interests therein, to grant to COUNTY an  
20 irrevocable non-exclusive reclamation easement over, under, on, and across each parcel of  
21 real property constituting the Property ("**Easement**"), regardless of whether APPLICANT or  
22 any other party is record owner of any part of the Property, including any rights, title, or  
23 interests therein. To that end, APPLICANT promises, covenants, and warrants to COUNTY  
24 that, as of the Effective Date, the Property is composed of properties owned only by the  
25 Property Owner. Such Easement shall, in the sole and absolute direction of COUNTY, be  
26 sufficient in its scope, form, substance, and legal description to allow COUNTY PARTIES to  
27 undertake and complete the Reclamation of the entire Project and all of the Property as  
28 provided in this Agreement, and shall have the scope, be in the form, and contain the

1 substance and legal description of, the Easements, set forth in **Exhibit C (“Form of**  
2 **Easement”)**.

3 Any reference to “**Encumbrances**” in the Easements shall mean, in their context, liens,  
4 encumbrances, covenants, conditions, restrictions, reservations (including, without limitation,  
5 the Westlands Reservation), contracts, leases (including, without limitation, the Solar Facility  
6 Ground Lease Agreement), licenses, easements, rights of way, rights of possession or  
7 occupancy, or any third-party interests, of any kind.

8 The Parties acknowledge and agree that the Easement provides, among other things,  
9 that the Easement is subject only to all superior matters of title on the Property, which have  
10 been recorded against the Property in the official records of the Fresno County Recorder prior  
11 to the Effective Time and Date (as defined in the Easement), including without limitation any  
12 and all Encumbrances so recorded prior to the Effective Time and Date (as defined in the  
13 Easement), provided however, that APPLICANT causes Property Owner to represent,  
14 covenant, and warrant to COUNTY therein, notwithstanding anything to the contrary in the  
15 Easement, that (i) as of the Record Title Date and Time (as defined in the Easement), the  
16 Property was free and clear from any and all agreements, instruments, or documents, whether  
17 unrecorded or recorded against the Property in the official records of the Fresno County  
18 Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to  
19 any of the foregoing), or create or assert any claim to any right, title, or interest in or to the  
20 Property, or any portion thereof, including without limitation any and all Encumbrances, that  
21 unreasonably interfere or would unreasonably interfere with the Easement, and the rights  
22 granted therein, (ii) Property Owner has not, since the Record Title Date and Time (as defined  
23 in the Easement), allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise  
24 promised or agreed to any of the foregoing), will not allow, grant, confer, convey, ratify, confirm  
25 (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity  
26 from creating or asserting any claim to, any right, title, or interest in or to, the Property, or any  
27 portion thereof, including without limitation any and all Encumbrances (including, without  
28 limitation, the Westlands Reservation and the Solar Facility Ground Lease Agreement), that

1 unreasonably interfere or would unreasonably interfere with the Easement, and the rights  
2 granted therein, and (iii) in the event of such unreasonable interference, Property Owner shall,  
3 at its own cost, promptly, to the extent reasonably necessary, eliminate or modify such  
4 unreasonable interference to the reasonable satisfaction of COUNTY, so that such  
5 interference is only a reasonable interference with the Easement, and the rights granted  
6 therein; provided however, COUNTY acknowledges that APPLICANT may not disallow or  
7 prohibit a governmental authority from exercising its sovereign right of eminent domain, and  
8 therefore, no representation, covenant, or warranty is given in the Easement as to the  
9 disallowance or prohibition of such governmental authority's exercise of such right.

10 Notwithstanding anything to the contrary in this Agreement, APPLICANT shall cause  
11 the Easement to include an express representation and warranty by Westlands (a) identifying  
12 by document number and recordation date each of the rights, titles, and interests reserved by  
13 Westlands in the Westlands Reservation, and (b) that the Westlands Reservation (i) does not  
14 allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the  
15 foregoing), or create or assert any claim to any right, title, or interest in or to the Property, or  
16 any portion thereof, that unreasonably interferes or would unreasonably interfere with the  
17 Easement, and the rights granted therein, and (ii) consists of the only rights, title, or interests  
18 held by Westlands in or to the Property that may impact the Easement, and the rights granted  
19 therein, provided however, such Westlands Reservation does not unreasonably interfere and  
20 would not unreasonably interfere with any of COUNTY PARTIES' immediate, reasonable  
21 access to the Property. Furthermore, APPLICANT shall cause the Easement to include a  
22 consent from Westlands to the grant of Easement by Property Owner.

23 Within two (2) business days following the Parties' execution of this Agreement,  
24 COUNTY shall provide APPLICANT with an execution-ready form of the Easement in the  
25 scope, form, substance, and legal description required of the Easement, under this Section 7,  
26 and following receipt thereof, APPLICANT shall promptly, but not later than five (5) business  
27 days from delivery of the execution-ready form of Easement, deliver to COUNTY such  
28 Easement, executed by Property Owner, in recordable form, and upon COUNTY's receipt

1 thereof, COUNTY is authorized to immediately record, and shall promptly record, the  
2 Easement against the Property in the official records of the Fresno County Recorder, and the  
3 latest date of such recordation of such Easement shall be deemed to be the completion of the  
4 recordation of the Easements (collectively, the “**Recordation of the Easement**”). COUNTY  
5 shall promptly provide APPLICANT a copy of the receipt of such Recordation of the Easement.

6 **8. SATISFACTION OF RECLAMATION PLAN.**

7 Upon APPLICANT’s determination, in its sole discretion, that it has satisfied each of the  
8 provisions of the Reclamation Plan, APPLICANT shall submit written notification to the  
9 COUNTY of such determination, which notice shall be prominently entitled “Satisfaction Notice  
10 under Reclamation Agreement” (“**Satisfaction Notice**”).

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

22 Within sixty (60) calendar days of receipt of a Notice of Dissatisfaction, APPLICANT  
23 shall satisfy those provisions of the Reclamation Plan identified in the Notice of Dissatisfaction,  
24 except in those instances where such compliance shall take longer than sixty (60) calendar  
25 days, APPLICANT shall have such time as is reasonably necessary as long as APPLICANT  
26 has begun such compliance and diligently continues to pursue such compliance to completion,  
27 provided however that all such compliance actions shall be finalized within one hundred and  
28 eighty (180) calendar days of APPLICANT’s receipt of the first Notice of Dissatisfaction.

1 APPLICANT shall provide COUNTY written notice pursuant to Section 5 of this Agreement  
2 upon completion of the actions set forth in the Notice of Dissatisfaction. APPLICANT's  
3 completion of the actions set forth in the Notice of Satisfaction shall, upon COUNTY's  
4 determination, in its sole discretion, within forty (45) calendar days thereof, and notice thereof,  
5 which shall be given to APPLICANT pursuant to Section 5 of this Agreement within fifteen (15)  
6 calendar days following such determination, be deemed APPLICANT's satisfaction of its  
7 obligations under the Reclamation Plan and this Agreement.

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

14         **9. GOVERNING LAW; VENUE.**

15         This Agreement is made and entered into in the State of California and shall be deemed  
16 to have been executed and delivered within the State of California, and the rights and  
17 obligations of the parties hereunder shall be governed by, and construed, and enforced in  
18 accordance with the laws of the State of California. Any suits brought pursuant to this  
19 Agreement shall be filed and heard in courts having jurisdiction and located in the Fresno  
20 County, State of California.

21         **10. CONSTRUCTION OF AGREEMENT.**

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

25         **11. SEVERABILITY.**

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



1           **12.    HEADINGS.**

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

4           **13.    THIRD-PARTY BENEFICIARIES.**

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

8           **14.    INDEPENDENT CAPACITY.**

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

11          **15.    LEGAL AUTHORITY.**

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

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

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

27               CT Corporation System  
28               330 N Brand Blvd, Ste 700  
                  Glendale, CA 91203

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

7 **17. COUNTERPARTS.**

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

10 **18. AMENDMENT.**

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

13 **19. ENTIRE AGREEMENT.**

14 This Agreement constitutes the entire agreement between APPLICANT and COUNTY  
15 with respect to the subject matter hereof and supersedes all previous agreements,  
16 negotiations, proposals, commitments, writings, advertisements, publications, and  
17 understanding of any nature whatsoever unless expressly included in this Agreement. In the  
18 event of any inconsistency in interpreting the documents which constitute this Agreement, the  
19 inconsistency shall be resolved by giving precedence in the following order of priority:

20 (1) First, the Form of Easement (Exhibit C);

21 (2) Second, the text of this Agreement (excluding Exhibit A, Exhibit B, Exhibit B-1, and  
22 Exhibit C);

23 (3) Third, the Legal Descriptions of the Property (Exhibit B-1);

24 (4) Fourth, the Reclamation Plan (Exhibit A); and

25 (5) Fifth, the Map of Property (Exhibit B).

26 **20. ELECTRONIC SIGNATURES.**

27 The Parties agree that this Agreement may be executed by electronic signature as  
28

1 provided in this Section 20.

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

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

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

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

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

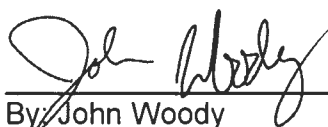
21 **(Signature page follows.)**

1 IN WITNESS WHEREOF, APPLICANT and COUNTY hereby execute this Agreement  
2 as of the date first written above.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPLICANT:**  
**Luna Valley Solar I, LLC,**  
a Delaware limited liability company

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

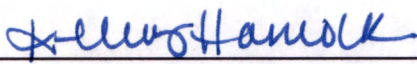
  
By: John Woody  
Vice President

  
By: Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

Date: September 24, 2024

Date: December 3, 2024

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

By:   
Deputy

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**  
**Reclamation Plan**  
**[See Attached]**



Reviewed and accepted 4/17/2024

A handwritten signature in black ink, appearing to read 'David Randall', written over a horizontal line.

David Randall, Senior Planner

A large, solid orange graphic element on the left side of the page, consisting of a triangle at the top and a vertical rectangle below it, with a diagonal cutout in the upper right corner.

# Luna Valley Solar Facility

Site Decommissioning Plan to Fresno County

April 2024



Mott MacDonald  
220 West Garden Street  
Suite 700  
Pensacola  
FL 32502  
United States of America

T +1 (850) 484 6011  
mottmac.com

Clearway Energy  
4900 North Scottsdale  
Road, Suite 5000  
Scottsdale, AZ 85251

# **Luna Valley Solar Facility**

Site Decommissioning Plan to Fresno County

April 2024



# Issue and revision record

Revision	Date	Originator	Checker	Approver	Description
0	12 May 2023	Joe Farrell	Matt Michael	Joe Farrell	Draft – For client review
1	23 May 2023	Joe Farrell	Matt Michael	Joe Farrell	Draft – For County review
2	07 Aug 2023	Joe Farrell	Matt Michael	Joe Farrell	Final
3	07 Sept 2023	Joe Farrell	Matt Michael	Joe Farrell	Draft – For County review
4	31 Oct 2023	Joe Farrell	Matt Michael	Joe Farrell	Draft – For County review
5	14 Dec 2023	Joe Farrell	Matt Michael	Joe Farrell	Draft – For County review
6	16 Feb 2024	Matt Michael			Draft – For County Review
7	10 Apr 2024	Patrick August	Jesse Jackson	Jesse Jackson	Draft – For County Review

**Document reference:** 504100529-002 | 02 | 7

**Information class: Standard**

This document is issued for the party which commissioned it and for specific purposes connected with the above-captioned project only. It should not be relied upon by any other party or used for any other purpose.

We accept no responsibility for the consequences of this document being relied upon by any other party, or being used for any other purpose, or containing any error or omission which is due to an error or omission in data supplied to us by other parties.

This document contains confidential information and proprietary intellectual property. It should not be shown to other parties without consent from us and from the party which commissioned it.

# Contents

<b>1</b>	<b>Introduction</b>	<b>1</b>
1.1	Project Background	1
1.2	Objectives	1
1.3	Ownership of the Property	1
1.4	Present Use	1
<b>2</b>	<b>Project Components</b>	<b>3</b>
2.1	Solar Modules	3
2.2	Power Conversion Stations	3
2.3	Battery Energy Storage System	3
2.4	Interconnection	3
2.5	Control System	3
2.6	On-site Meteorological Stations	4
2.7	Internal Roads and Fencing	4
<b>3</b>	<b>Site Restoration and Decommissioning</b>	<b>5</b>
3.1	Overview	5
3.2	Decommissioning Tasks	5
	3.2.1 Decommissioning Assumed Tasks	5
	3.2.2 Decommissioning Important Notes	6
3.3	Disassembly Methods	7
3.4	Disposal	9
	3.4.1 Locations	9
	3.4.2 Solar Module Disposal	9
	3.4.3 Hazardous Materials	10
3.5	General Environmental Protection	10
3.6	Safety Measures	10
3.7	Decommissioning Cost Estimate	10
3.8	Notification to Owners of Record	11
<b>A.</b>	<b>Site Layout</b>	<b>12</b>
<b>B.</b>	<b>Summary Decommissioning Opinion of Probable Cost</b>	<b>13</b>
<b>C.</b>	<b>Detailed Opinion of Probable Cost - PV Plant</b>	<b>15</b>
<b>D.</b>	<b>Detailed Opinion of Probable Cost – BESS Breakdown and O&amp;M Building</b>	<b>20</b>

E.	Detailed Opinion of Probable Cost - Substation	23
F.	Detailed Opinion of Probable Cost - Transmission	38
G.	Detailed Opinion of Probable Cost - Offsite Disposal	43

### Tables

Table 1.1:	Historic Parcel Use	2
Table 3.1:	Solar and BESS Plant Anticipated Disassembly Methods	7
Table 3.2:	Generation Substation and Tie Line Anticipated Disassembly Methods	8
Table 3.3:	Assumed Disposal Locations	9
Table 3.4:	Decommissioning Estimate – Solar Only – Annual Inflation of 0% - Year 35 EOL	10
Table 3.5:	Decommissioning Estimate – Solar & BESS – Annual Inflation of 0% - Year 35 EOL	11

### Figures

Figure A.1:	Luna Valley Site Plan	12
Figure B.2:	Decommissioning Opinion of Probable Cost – Solar Only – 0% Inflation	13
Figure B.3:	Decommissioning Opinion of Probable Cost – Solar & BESS – 0% Inflation	14

# 1 Introduction

## 1.1 Project Background

The Luna Valley Solar Project (“Project”) is a proposed solar (as known as photovoltaic or PV) energy facility that is planned to be located in Fresno County, California and would generate up to 200 megawatts (MW) of alternating current (AC) electricity using single-axis tracker solar PV technology and be able to store 674 megawatt-hours (MWh) of energy in the site’s battery energy storage system (BESS). The Project is expected to occupy approximately 1,099 acres of land.

The Project anticipates connecting to the electrical grid (also known as the Point of Interconnection or POI) through the on-site 230-34.5 kV substation which will utilize overhead transmission lines to connect to the existing PG&E Tranquility Switching Station.

When fully developed, the Project would produce enough electricity to supply the energy needs of tens of thousands of California residences.

## 1.2 Objectives

The objective of this Decommissioning Plan (“Plan”) is for Mott MacDonald (“Engineer”) to present the assumptions and details regarding their opinion of probable costs for the decommissioning of the Project.

The Project owner, Clearway Energy (“Owner”), or its affiliate, shall provide financial assurances in accordance with the Fresno County Guidelines for Preparing a Solar Electrical Generation Facility Reclamation Plan. For example, “Financial assurances equal to the cost of claiming the land to its previous agricultural condition shall be submitted to ensure the reclamation is performed according to the approved plan. Financial assurances shall be made to the County of Fresno and... comply with Section 66499 of the California Government Code.” Financial assurances will be provided based on the Engineer’s cost estimate described throughout this Plan and presented under Appendix B (as noted under Item 7).<sup>1</sup>

## 1.3 Ownership of the Property

There is currently a purchase option agreement in place between Westlands Water District (the current landowner) and the Applicant, Luna Valley Solar I, LLC. The Applicant will own the land prior to starting construction.

## 1.4 Present Use

The following information presented in this subsection was provided by the Owner and Westlands Water District based on their experience and knowledge of the proposed site.

Historically, for approximately the past 10-years, the site has been used for dry-farmed (non-irrigated) agriculture that produces a low-yield of winter wheat and oats. Agricultural land in this area has been documented to contain relatively high levels of selenium and a water table that

---

<sup>1</sup> Guidelines for Preparing a Solar Electrical Generation Facility Reclamation Plan. Fresno County.  
<https://www.co.fresno.ca.us/departments/public-works-planning/divisions-of-public-works-and-planning/development-services-division/planning-and-land-use/photovoltaic-facilities-p-3106>. Accessed February 2023.

does not provide sufficient drainage for commercially irrigated crops. During years in which rainfall is insufficient to produce crops, the land is grazed as rangeland grasses.

The following table provides the land parcels expected to be utilized for the Project and associated historic land use.

**Table 1.1: Historic Parcel Use**

Assessor's Parcel Number	Historical Agricultural Use	Crop Types (10 years)	Well on-site?
028-060-34T	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-060-69ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-060-70ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-060-71ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-060-72ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	Yes
028-101-15ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-101-17ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-101-19ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-101-29ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-101-58ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-101-65ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-101-69ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-101-72ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-101-74ST	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No
028-101-77	Fallowed Dry Farmed non-irrigated	Wheat, alfalfa seed, Grazing	No

Source: Westlands Water District

Only one parcel (Assessor's Parcel Number 028-60-72ST) has a well. The well is located at 36° 36' 13.22" North / 120° 24' 22.67" West. However, the well is non-operational and the water table is estimated at 995 feet below the surface of the ground. All other water used within the Project site parcels is provided from the water district.

## 2 Project Components

### 2.1 Solar Modules

The proposed solar energy generating facility will be a ground-mounted tracking photovoltaic system, with a nominal capacity of up to 200 MW AC (approximately 255 MW DC). The PV modules will be rated for approximately 550 Watts each and manufactured as bifacial (solar cells on both sides of the panels) by JA Solar. They are expected to be mounted on single-axis tracker technology, manufactured by Nextracker, which tilts the panels to follow the course of the sun (from east to west), optimizing the plant efficiency and power output. The modules will be mounted on steel support posts that are driven into the ground.

### 2.2 Power Conversion Stations

The Project will be split up into seven (7) different areas (or groupings of solar modules) that will each be accompanied by multiple Power Electronics inverters, each rated for 4.2 MVA. The inverters receive direct current (DC) power through wiring from each solar module, usually by underground trenches or above ground conduit. Concrete is assumed to be utilized for the foundations (or pads) of each inverter. Each inverter then converts the DC power to AC where the power is increased in voltage to be sent along the facility roads and boundaries to the corresponding feeder circuit located at the site's substation.

### 2.3 Battery Energy Storage System

The Project will mostly generate energy during daylight hours when electricity demand is at its peak. The site's proposed BESS will be coupled with the solar facility to store energy when it is not needed by the grid or the Project is producing excess energy that the POI cannot support. The BESS would be able to charge during off-peak hours and release power during peak hours, emphasizing the value of the additional system. The BESS will be sized to store 674 MWh of energy and be able to discharge completely to the grid in a 4-hour timespan. This system will be DC-coupled so the storage equipment will be located near each PV inverter.

The BESS will not be included in the removal security posting at this time because it is planned to be constructed during the 2nd phase of the Project (1st phase Solar, 2nd phase BESS). The Owner is anticipating the construction of the BESS to take place around 2027 and commence operation by 2028.

### 2.4 Interconnection

Collector lines from each inverter would gather at the various 34.5kV feeder risers within the Project substation. This substation will incorporate fencing around the perimeter and will be located on-site, directly east of Area 7. Power generated will travel through the substation and the associated transformers which connect off-site via overhead transmission lines to the existing PG&E Tranquility Switching Station.

### 2.5 Control System

The Project will have a Control Enclosure which will house the control system and sensitive electronics, including the Supervisory Control and Data Acquisition (SCADA) system that would allow for remote monitoring and control of inverters and other Project components as well as

run diagnostics on the equipment. This building would be located within the fence line of the Project substation.

## **2.6 On-site Meteorological Stations**

The Project proposes to install approximately 20 on-site solar meteorological stations; this quantity is considered an industry standard for a 200 MW PV plant. These stations would consist of irradiance meters (which measure the solar power at the rate that solar energy falls onto a surface) as well as wind meters and any additional measurement devices to adhere to local/state and Owner requirements.

## **2.7 Internal Roads and Fencing**

All site roads shall be in accordance with the Fresno County requirements. Access roads around the perimeter and within the solar field has been assumed to be built of compacted native material and treated with a soil binder – no gravel has been assumed. The ground surface will be restored and revegetated to pre-construction conditions.

All Project fencing will be installed around the Project perimeter and will adhere to Fresno County code. Additional fencing requirements by local ordinance, or Project-specific conditions will be incorporated if deemed necessary.

The Project fence and existing access roads may remain in place upon written consent and approval of the County and are determined to be in good working condition.

## 3 Site Restoration and Decommissioning

### 3.1 Overview

The Project is anticipated to operate in excess of 35-years reliably and safely, although the lifespan could be extended by upgrades and refurbishments. The Decommissioning Plan, that will be discussed throughout this section, is based on current regulations that may be expected to change by the 35-year retirement age of this facility (or at the time of the closure, prior to or post 35-years). The Owner and/or the hired decommissioning agent will need to meet the applicable local, state, and federal requirements, at the decommissioning time, to ensure that the site is restored to a safe, clean, and environmentally stable state that is similar to its status prior to construction of the Project.

### 3.2 Decommissioning Tasks

The decommissioning estimates provided by the Engineer can be found in Appendix B below – the first figure presents an opinion of cost as "Solar Only", while the second includes the BESS decommissioning. The estimates were created with zero annual inflation through a 35-year lifespan. Costs for disassembly are overall less than those for original assembly of a facility.

These opinions of probable costs are based on the Engineer's experience in the design and construction of energy facilities and are subject to final engineering. This opinion is also based on Mott MacDonald's experience supervising the construction of PV and BESS plants and supervising the demolition of other non-PV facilities. Due to the unknown nature of the market and industry at the future time of decommissioning, and since this presented opinion of probable costs is based on current assumptions and costs, the Engineer accepts no liability for errors, omissions, or the accuracy and adequacy of this presented opinion for future use. It is a violation of state law for any person, unless they are acting under direction of a licensed professional engineer, to alter this estimate in any way. With the exception of the PV modules and inter-module wiring, none of the activities undertaken to disassemble a PV plant are unique to PV plants. None of the activities undertaken to disassemble a BESS plant are unique to BESS plants. Disassembly costs can be estimated based on similarity to other types of facilities.

#### 3.2.1 Decommissioning Assumed Tasks

Assumed tasks associated with the decommissioning estimates of the Project include the following. Note that these tasks are subject to change in 35-years (or at the time of site closure) due to potential future regulation modifications.

- It is assumed that a third-party contractor, experienced in the construction and decommissioning of PV and BESS facilities will lead the effort. Contractor will provide materials, transport, equipment rental, etc. Contractor to organize the decommissioning work in a systematic manner while tracking the equipment and materials exiting the Project.
  - Contractor to ensure all transport vehicles are safe and meet all local DMV requirements.
- De-energize the entire site.
  - In the unlikely event the site has been abandoned, the site will already be de-energized by the interconnecting electric utility per the terms of the interconnection agreement.
  - PV modules are provided with touch-safe connectors that may be disconnected without presenting a hazardous voltage. Typical electrical safety practices should still apply and will be outlined in the contractor's safety plan.



- After the site has been de-energized, it is assumed that most tasks typically completed by an electrician will be completed by a laborer.
- PV modules will be removed by hand.
- For safety reasons, BESS modules are also removed by hand. It is assumed BESS modules are returned to the battery vendor for disposal, as is typical in BESS supply agreements.
- The plant will first be disassembled, with all above and below grade components removed. This includes all buried cables, conduits, racking posts, and foundations. The racks, buried cables, and concrete can be removed by machine to increase efficiency.
- It is assumed that re-grading of the site to remove diversion dikes and retention ponds is not required. The level of earth-moving required to remove these features would likely trigger a NPDES (or equivalent state/local) permit, which would in turn require those same features to be installed to control stormwater on the site. In addition, it is assumed no new erosion and sediment control measure will be required for disassembly. These would have been put in place during the original construction and would be required to remain in place and properly maintained for the project life.
- It is expected that the vegetation will have already been well established across the entire site prior to decommissioning. It is assumed that no re-seeding with native grasses and vegetation is required due to the current conditions of the site and per the direction from Fresno County.
- Dust control is assumed to occur throughout the Project decommissioning timeline.
  - The details regarding the required site dust controls must be created, reviewed, and appropriately edited by the third-party contractor at the time of decommissioning due to the everchanging nature of local, state, and federal compliance.

### 3.2.2 Decommissioning Important Notes

The below additional notes are important to the basis of the cost estimates.

- The reported costs include labor, materials, sales tax on purchased equipment, insurance, transport costs, equipment rental and mobilization to site, contractor's overhead, and contractor's profit. These have been included in the general conditions allowance in the cost estimate.
- All buildings will be roughly disassembled on-site, including proposed O&M Building and Control Enclosure.
- Labor costs have been estimated using regional labor rates and labor efficiencies from the Bureau of Labor Statistics 75% labor rates. For the purpose of this opinion of probable costs, these values are assumed to be similar to Fresno County prevailing wages. It is assumed that the third-party contractor will utilize prevailing wage labor.
  - Labor assumptions for each discipline are presented in Section 3.7.
- Inflation has not been included in the provided decommissioning estimate.
- The Owner and the Department of Public Works and Planning for Fresno County had a meeting in February 2023 where additional requirements were introduced. The following are a few that have not been previously mentioned.
  - A Fresno County administrative cost was added to this opinion (as required by the County) to encompass items such as legal services for exercising the cash escrow, or Surety Bond or Letter of Credit provisions, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors.

- No salvage values for any material should be assumed. This is in accordance with the Fresno County Guidelines for Preparing a Solar Electrical Generation Facility Reclamation Plan.<sup>2</sup>

### 3.3 Disassembly Methods

The following tables describe the basis for the component disassembly methods utilized by Mott MacDonald in the decommissioning estimates found in Appendix B. These methods require review and approval by the selected third-party contractor at the time of decommissioning.

**Table 3.1: Solar and BESS Plant Anticipated Disassembly Methods**

Item	Disassembly Method
PV Modules	463,509 bifacial modules, manufactured by JA Solar. Hand Removal. Place modules face down on pallets, tape wire ends, tied down, transport via skid-steer to staging location, and load into Flat Bed truck. Assume 5% breakage during dismantling and loading.
Inverters	52 Power Electronics inverters rated for 4.20 MVA. 208 converters rated for 1,200 kW each for BESS – 4 per PV inverter. Removal by crane and transport via flat-bed to staging location. Assume no disassembly.
Transformers	1 Transformer per inverter. 1 Aux Transformer per BESS converter. Removal by crane and transport via flat-bed to staging location. Assume no disassembly. Oil removal performed by scrap facility.
Racking Frame	Approximately 5,900 racks and tracking motors. Stabilize with machine. Cut legs and lower to ground level. Cut cross beams to appropriate size, bulldoze to collect, and transport via dump truck.
Racking Posts	Approximately 76,500 steel posts. It is assumed no concrete foundations will be associated with the racking posts. Remove via post-puller, bulldoze to collect, and transport via dump truck.
Racking Wiring	Approximately 2.4 million linear feet of wiring expected throughout the racks from the assumed 716 DC combiner boxes and the 1,300 feet of string wiring assumed per combiner box. Disconnect PV connectors, cut cable ties, and remove wires from cable tray. Transport via dump truck to staging area.
Underground Cable	Approximately 848,000 linear feet of cable that consists of ground conductor copper cable, DC homerun aluminum cable, DC signal ground copper cable, medium voltage copper AC cable, medium voltage signal ground copper wire, and fiber cable. Excavate to cable depth at one end of trench. Use tractor or backhoe to pull out all cables in common trench. Cables are direct buried so complete excavation of trenches is not required. Transport via dump truck to staging area.
Fence	81,000 estimated linear feet of fencing around the perimeter of the Project, which includes gates. Machine roll fence fabric. Remove posts via post-puller and transport via dump truck to staging location. Fencing is typically the final item removed from the site.
Concrete	Approximately 1,553 cubic yards of concrete that includes the 52 inverters/transformers, 135 BESS containers, 52 BESS converter/aux transformer pads (1 pad per 4 converters), the proposed O&M Building, and 20 meteorological station foundations. Remove with excavator and jack hammer. Backfill and compact as needed. Transport via dump truck to staging area.
Gravel	This opinion of cost assumed no gravel will be used onsite for the project roads. For BESS - remove with skid steer with sweeper. Transport via dump truck to staging area. Assumed offsite disposal.
Off-site Disposal	Assumed disposal at \$95/ton or \$45/cu. yard including tipping fee. Does not include disposal of PV Modules as that will be provided by SOLARCYCLE.

<sup>2</sup> Ibid.

Item	Disassembly Method
Hazardous Substance Removal	Assumed disposal using a 3,000-gallon vacuum truck at \$120/hr for extraction and hauling tasks. Each motor assumed to contain 1 gallon of lubricating oil. Assumptions in accordance with World Oil Corp.
Re-Seeding	No bulk re-seeding is required due to the current site conditions and per the direction from Fresno County.
Re-Grading	Minimal regrading - average depth of 0.25 feet. No bulk re-grading is included as this would alter site hydrology.
Erosion & Sediment Control	Install silt fence around project perimeter. Install tracking control at site entrance and replace once during disassembly. Remove at end of disassembly. Anticipate net soil disturbance is less than 1 acre.
Energy Storage System	Lithium-ion battery racks housed within approximately 135 containers. Assumes a containerized solution with up to 5MWh per container. Batteries and racks have offsite disposal by battery vendor. Other components addressed as above.

**Table 3.2: Generation Substation and Tie Line Anticipated Disassembly Methods**

Item	Disassembly Method
Steel Structures	Estimate assumes approximately 45 steel structures, consisting of instrument transformer stands, bus supports, bay distribution structures, and various electrical platforms. Disassembled, lowered by crane, and transported via flat-bed to staging location.
Circuit Breakers	Estimate assumes five (5) 34.5kV and two (2) 230kV circuit breakers. Removed from pads and transported via flat-bed to staging location.
Power & Instrument Transformers	Estimate assumes 43 various transformers consisting of voltage, current, and power transformers. Removal by crane and transport via flat-bed to staging location. Assume no disassembly or oil removal of small units, oil drained from main power transformer prior to transport.
Disconnect Switches	Estimate assumes 49 various disconnect switches with high and medium voltage ratings. Removal by crane, disassemble, and transport via flat-bed to staging location.
Insulators and Arresters	Estimate assumes 87 various insulators and arresters. Removal from supports.
Primary Conductor	Estimate assumes approximately 15,700 linear feet of primary conductor wire. Cut cable and bus pipe at ends and transport to staging location.
Underground Cable	Estimate assumes approximately 14,000 linear feet of high voltage, low voltage, and communication cable. Excavate to cable depth at one end of trench. Use tractor or backhoe to remove all cables and conduits in common trench. Transport via dump truck to staging area.
Control Panels	Estimate assumes 33 various control panels. Removal of electronic components. Rough disassembly.
Fence	1,170 estimated linear feet of fencing around the perimeter of the Project substation, which includes gates. Machine roll fence fabric. Remove posts via post-puller and transport via dump truck to staging location.
Concrete	480 cubic yards of concrete that includes various electrical foundations/pads throughout the substation. Remove with excavator and jack hammer. Transport via dump truck to staging area. Assumed off-site disposal.
Gravel	Assumed approximately 1,600 cubic yards of gravel for grading, drainage, and crushed rock surfacing. Remove with skid steer with sweeper. Transport via dump truck to staging area. Assumed off-site disposal.
Off-site Disposal	Off-site disposal costs are included in the total plant decommissioning cost.

Item	Disassembly Method
Re-Seeding	No bulk re-seeding is required due to the current site conditions and per the direction from Fresno County.
Re-Grading	Minimal regrading - average depth of 0.25 feet. No bulk re-grading is included as this would alter site hydrology.

### 3.4 Disposal

#### 3.4.1 Locations

The following disposal locations are assumed for recycling and general waste from the Project. Note that this list will require an update at the time of decommissioning as the currently listed locations may not be in operation.

**Table 3.3: Assumed Disposal Locations**

Facility	Waste Type	Approximate Distance to Project
Fresno County Landfill 18950 W. American Avenue Kerman, CA 93630	General Waste and Co-mingled Recycling	20 Miles
Mid Valley Disposal Kerman MRF & Transfer Station 15300 W. Jensen Avenue Kerman, CA 93630	Metal and Concrete Recycling	28 Miles
World Oil Environmental Services 14287 Manning Avenue Parlier, CA 93648	Hazardous Waste Recycling (Used Oils)	50 Miles
SOLARCYCLE 8000 N. Golder Avenue Odessa, TX 79764	PV Module Recycling	1,320 Miles

#### 3.4.2 Solar Module Disposal

Solar panels are guaranteed to produce at least 80% of their original power rating after 25 years. Panels may be re-used or re-sold if the project were to be decommissioned. There is an emerging market for second generation panels, often for off-grid applications or electrification in developing countries. Panels may also be refurbished or recycled. Eighty-five percent of the weight of a solar panel is glass and aluminum, materials commonly recycled.<sup>3</sup>

The residual value of panels may exceed the cost of their removal at the time of decommissioning. However, if the residual value is assumed to be zero, the estimated cost to dispose of panels is \$9.24 per module via a quote from SOLARCYCLE in Odessa, TX which includes transportation of panels from California to Texas. SOLARCYCLE has confirmed their ability to process the volume of panels at the Luna Valley project (<https://www.solarcycle.us/>). This would equate to approximately 440,000 panels (due to assumed 5% breakage during dismantling and loading) at \$9.24/panel for an estimated total of \$4.07M.

<sup>3</sup> What happens when a solar facility is decommissioned? Clean Power. [Final\\_What-happens-when-a-solar-project-is-decommissioned\\_Fact-Sheet.pdf \(cleanpower.org\)](#). Accessed December 2023.

### 3.4.3 Hazardous Materials

Minor amounts of hazardous materials are expected to be present, and the Project will not generate or require the use or storage of significant quantities of hazardous substances. The management and disposal of waste and excess material will be in compliance with local, state, and federal requirements.

Hazardous materials expected to be on site include the used tracking system motor lubricating oils that will be removed and disposed of or recycled as appropriate. Transformer cooling fluids are non-hazardous seed-based oil of proprietary formulation and will be recycled or remain with the transformer(s) when transported for reuse by others.

The photovoltaic panels used in the project are environmentally sealed collections of photovoltaic cells that require no chemicals and produce no waste materials.

Further details regarding the disposing of such equipment can be found in Appendix G.

### 3.5 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on-site, preparing staging areas, and restoring constructible areas.

### 3.6 Safety Measures

A safety plan must be produced and receive approval prior to mobilization for decommissioning activities. Preparation of a safety plan is a standard part of any construction/decommissioning contractor's scope of work and are custom to the specific contractor's work plan. Due to the contractor's specific nature of the safety plan, it is assumed this will be developed by the contractor prior to the start of decommissioning.

During the Project decommissioning stage, it is crucial that the proper safety control measures are implemented. The appropriate state, local (e.g., County of Fresno), and any other agencies must be aware of the decommissioning activities prior to performing any actions. Emergency response and communication plans, as well as strategically placed fire extinguishers, shall be in-place as appropriate throughout the decommissioning process. If an incident were to occur, the appropriate documentation with details including the date, description, cause, and actions shall be executed.

OSHA standards must be adhered to at all times while the Project is in construction, operation, and decommissioning.

### 3.7 Decommissioning Cost Estimate

The estimated total costs are summarized below, with a detailed breakdown in Appendix B.

**Table 3.4: Decommissioning Estimate – Solar Only – Annual Inflation of 0% - Year 35 EOL**

Value	Cost
Total Disassembly, Disposal, and Site Restoration Cost	\$6,830,844.40
15% Contingency	\$1,024,627.00
Fresno County Administration Costs	\$20,000.00
<b>Decommissioning Cost</b>	<b>\$7,875,471.40</b>

**Table 3.5: Decommissioning Estimate – Solar & BESS – Annual Inflation of 0% - Year 35 EOL**

<b>Value</b>	<b>Cost</b>
Total Disassembly, Disposal, and Site Restoration Cost	\$7,379,395.40
15% Contingency	\$1,106,910.00
Fresno County Administration Costs	\$20,000.00
<b>Decommissioning Cost</b>	<b>\$8,506,305.40</b>

The following labor rates were utilized for this estimate:

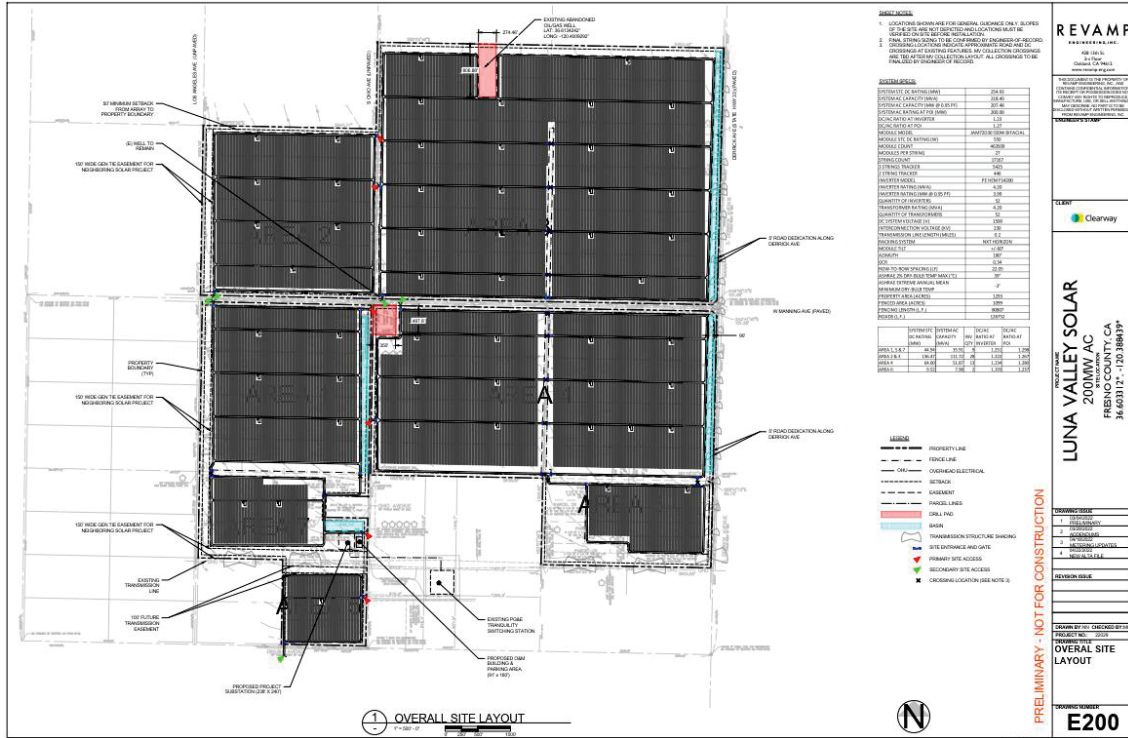
- Electrician: \$57.09/hr
- Carpenter: \$46.79/hr
- Machine Operator: \$56.90/hr
- Bricklayer / Concrete Mason: \$45.22/hr
- Laborer: \$37.88/hr
- Iron Worker: \$53.73/hr
- HV Electrical Worker: \$87.68/hr
- Foreman: \$85.45/hr
- Truck Driver: \$19.50/hr
- Hazardous Waste Laborer: \$120/hr

### **3.8 Notification to Owners of Record**

Westland Water District has given permission for the submission of all documents pertaining to the Conditional Use Permit including this Reclamation Plan. A copy of this signed document has been attached to this Reclamation Plan.

# A. Site Layout

Figure A.1: Luna Valley Site Plan



Source: Clearway Energy

# B. Summary Decommissioning Opinion of Probable Cost

Figure B.2: Decommissioning Opinion of Probable Cost – Solar Only – 0% Inflation



Project: Luna Valley Solar                      Engineer: P. August  
 Client: Clearway Renew                      Issue Date: 4/10/24  
 Location: Fresno County, CA                      Revision: 9

OPINION OF PROBABLE COST - PV PLANT DECOMMISSIONING - SOLAR ONLY - 200 MW - ANNUAL INFLATION=0% - END OF LIFE: YEAR 35				
DISASSEMBLY & DISPOSAL				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.0	PV Modules (550 W)	463,509	\$ 0.55	\$ 254,930.00
2.0	PV Inverter(s) (4.2 MVA)	52	\$ 1,081	\$ 56,212.00
3.0	PV Transformer(s) (4.2 MVA)	52	\$ 541	\$ 28,132.00
4.0	O&M Building	1	\$ 38,506	\$ 38,506.00
5.0	Racking Frame (Single Axis)	5,871	\$ 5	\$ 29,355.00
6.0	Racking Posts	76,323	\$ 2	\$ 183,176.00
7.0	Tracker Motors	5,871	\$ 7	\$ 41,097.00
8.0	Racking Wiring	5,396,313 LF	\$ 0.02	\$ 107,927.00
9.0	Underground Cable (LV, MV, Comm)	847,949 LF	\$ 0.15	\$ 127,193.00
10.0	Plant Fence	80,810 LF	\$ 0.97	\$ 78,386.00
11.0	Interconnection Facilities (Substation & Gen-Tie) [Refer to	1 LS	\$ 378,521	\$ 378,521.00
12.0	Concrete	1,607 CY	\$ 50	\$ 80,350.00
13.0	Offsite Hauling [Refer to Appendix G for Hauling Breakdown]	0	\$ -	\$ -
13.1	Transportation using Flat Bed [Refer to Appendix C,	1 LS	\$ 13,521	\$ 13,521.00
13.2	Transportation using Dump Truck [Refer to Appendix C,	1 LS	\$ 169,752	\$ 169,752.24
13.3	Transportation using Vacuum Truck for Hazardous Waste	1 LS	\$ 960	\$ 960.00
14.0	Offsite Disposal [Refer to Appendix C Subsection Disposal for LS	0	\$ -	\$ -
14.1	Tipping Fees for Non-Recycling at \$45/CY [Fiber Optic based	2,350 CY	\$ 40	\$ 94,000.00
14.2	Tipping Fees for Non-Recycling at \$95/ton [Based on	8,822 TON	\$ 40	\$ 352,894.00
14.3	Labor for Tracking Motor Oil Extraction at \$120/hr	1 LS	\$ 140,904	\$ 140,904.00
14.4	Transportation and Recycling of PV Modules at SOLARCYCLE	440,334	\$ 9.24	\$ 4,068,686.16
15.0	General Conditions [Refer to Appendix C Subsections General	1 LS	\$ 392,652	\$ 392,652.00
SUBTOTAL				\$ 6,637,154.40
SITE RESTORATION				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
16.0	Regrading	550 ACRES	\$ 71	\$ 39,050.00
17.0	Erosion and Sediment Control [Refer to Appendix C, Subsection	1 LS	\$ 154,640	\$ 154,640.00
SUBTOTAL				\$ 193,690.00
TOTAL DISASSEMBLY, DISPOSAL, & SITE RESTORATION COST				\$ 6,830,844.40
15% CONTINGENCY				\$ 1,024,627.00
FRESNO COUNTY ADMINISTRATION COSTS				\$ 20,000.00
DECOMMISSIONING COST				\$ 7,875,471.40

Source: Mott MacDonald  
 Notes: LS = Lump Sum; LF = Linear Feet; CY = Cubic Yards



Figure B.3: Decommissioning Opinion of Probable Cost – Solar & BESS – 0% Inflation



Project:	Luna Valley Solar	Engineer:	P. August
Client:	Clearway Renew	Issue Date:	4/10/24
Location:	Fresno County, CA	Revision:	9

OPINION OF PROBABLE COST - PV + BESS PLANT DECOMMISSIONING - 200 MW - ANNUAL INFLATION=0% - END OF LIFE: YEAR 35				
DISASSEMBLY & DISPOSAL				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.0	PV Modules (550 W)	463,509	\$ 0.55	\$ 254,930.00
2.0	PV Inverter(s) (4.2 MVA)	52	\$ 1,081	\$ 56,212.00
3.0	PV Transformer(s) (4.2 MVA)	52	\$ 541	\$ 28,132.00
4.0	ESS Converter(s) (1200 kW)	208	\$ 399	\$ 82,992.00
5.0	ESS Container(s)	135	\$ 3,131	\$ 422,685.00
6.0	ESS Aux Transformer(s) (1200 kW)	208	\$ 199	\$ 41,392.00
7.0	O&M Building	1	\$ 38,506	\$ 38,506.00
8.0	Racking Frame (Single Axis)	5,871	\$ 5	\$ 29,355.00
9.0	Racking Posts	76,323	\$ 2	\$ 183,176.00
10.0	Tracker Motors	5,871	\$ 7	\$ 41,097.00
11.0	Racking Wiring	5,396,313 LF	\$ 0.02	\$ 107,927.00
12.0	Underground Cable (LV, MV, Comm)	847,949 LF	\$ 0.15	\$ 127,193.00
13.0	Plant Fence	80,810 LF	\$ 0.97	\$ 78,386.00
14.0	Interconnection Facilities (Substation & Gen-Tie) [Refer to	1 LS	\$ 378,521	\$ 378,521.00
15.0	Concrete	1,607 CY	\$ 50	\$ 80,350.00
16.0	Gravel	741 CY	\$ 2	\$ 1,482.00
17.0	Offsite Hauling [Refer to Appendix G for Hauling Breakdown]	0	\$ -	\$ -
17.1	Transportation using Flat Bed Truck [Refer to Appendix C,	1 LS	\$ 13,521	\$ 13,521.00
17.2	Transportation using Dump Truck [Refer to Appendix C, Subsecton	1 LS	\$ 169,752	\$ 169,752.24
17.3	Transportation using Vacuum Truck for Hazardous Waste	1 LS	\$ 960	\$ 960.00
18.0	Offsite Disposal [Refer to Appendix C Subsecton Disposal for LS	0	\$ -	\$ -
18.1	Tipping Fees for Non-Recycling at \$45/CY [Fiber Optic based on	2,350 CY	\$ 40	\$ 94,000.00
18.2	Tipping Fees for Non-Recycling at \$95/ton [Based on assumed	8,822 TON	\$ 40	\$ 352,894.00
18.3	Labor for Tracking Motor Oil Extraction at \$120/hr [Hazardous	1 LS	\$ 140,904	\$ 140,904.00
18.4	Transportation and Recycling of PV Modules at SOLARCYCLE	440,334	\$ 9.24	\$ 4,068,686.16
19.0	General Conditions [Refer to Appendix C Subsections General Conditions	1 LS	\$ 392,652	\$ 392,652.00
SUBTOTAL				\$ 7,185,705.40
SITE RESTORATION				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
20.0	Regrading	550 ACRES	\$ 71	\$ 39,050.00
21.0	Erosion and Sediment Control [Refer to Appendix C, Subsection Site	1 LS	\$ 154,640	\$ 154,640.00
SUBTOTAL				\$ 193,690.00
TOTAL DISASSEMBLY, DISPOSAL, & SITE RESTORATION COST				\$ 7,379,395.40
15% CONTINGENCY				\$ 1,106,910.00
FRESNO COUNTY ADMINISTRATION COSTS				\$ 20,000.00
DECOMMISSIONING COST				\$ 8,506,305.40

Source: Mott MacDonald

Notes: LS = Lump Sum; LF = Linear Feet; CY = Cubic Yards

## **C. Detailed Opinion of Probable Cost - PV Plant C**

PV PLANT COST BREAKDOWN										
Description	Labor Rate	Quantity	Unit Costs				Extended Costs			Total Cost
			Contractor		Contractor					
			Mat'l	Labor	Equip (Hrs)	Mat'l	Labor			
<b>MAJOR EQUIPMENT</b>										
Modules		463,509 EA						\$ -	\$ -	
Material Handling / Staging (50 mod / pallet)	56.8953 s/hr	9,271 EA		0.10 MH				\$ 52,748	\$ 52,748	
Foreman	85.45 s/hr	463,509 EA		0.0015 MH				\$ 59,412	\$ 59,412	
Electrician	57.09 s/hr	463,509 EA		0.0015 MH				\$ 39,694	\$ 39,694	
Laborer (4)	151.50 s/hr	463,509 EA		0.0015 MH				\$ 105,333	\$ 105,333	
Inverters		9,271.0 EA		0.0500 MH	463.59			\$ -	\$ -	
	s/hr	52 EA						\$ -	\$ -	
Foreman	85.45 s/hr	52 EA		6.00 MH				\$ 26,661	\$ 26,661	
Laborer	37.88 s/hr	52 EA		6.00 MH				\$ 11,817	\$ 11,817	
Equipment Operator	56.8953 s/hr	52 EA		6.00 MH				\$ 17,751	\$ 17,751	
S.P. Crane, 4x4, 5 Ton		52 EA		6.00 MH	312.00			\$ -	\$ -	
Transformers	s/hr	52 EA						\$ -	\$ -	
Foreman	85.45 s/hr	52 EA		3.00 MH				\$ 13,331	\$ 13,331	
Laborer	37.88 s/hr	52 EA		3.00 MH				\$ 5,909	\$ 5,909	
Equipment Operator	56.8953 s/hr	52 EA		3.00 MH				\$ 8,876	\$ 8,876	
S.P. Crane, 4x4, 5 Ton		52 EA		3.00 MH	156.00			\$ -	\$ -	
<b>TOTAL MAJOR EQUIPMENT(50.001/Wp)</b>								\$ -	\$ 341,532	\$ 341,532
<b>RACKING / TRACKER SYSTEM</b>										
Remove Support Columns (Pile Drive)								\$ -	\$ -	
Foreman	85.45 s/hr	76323 EA		0.01 MH				\$ 65,220	\$ 65,220	
Equipment Operator (Hammer)	56.90 s/hr	76323 EA		0.01 MH				\$ 43,424	\$ 43,424	
Equipment Operator (Dozer)	56.90 s/hr	76323 EA		0.01 MH				\$ 43,424	\$ 43,424	
Laborer	37.88 s/hr	76323 EA		0.01 MH				\$ 28,907	\$ 28,907	
Dozer, 300HP		76323 EA		0.01 MH	763.23			\$ -	\$ -	
Vibratory Hammer (PD-10)		76323 EA		0.01 MH	763.23			\$ -	\$ -	
Single Axis Tracker								\$ -	\$ -	
Equipment Operator (Dozer)	56.90 s/hr	294 EA		0.17 MH				\$ 2,788	\$ 2,788	
Dozer, 300HP		294 EA		0.17 MH	49.00			\$ -	\$ -	
Detach Motor		5871 EA						\$ -	\$ -	
Electrician	57.09 s/hr	5871 EA		0.13 MH				\$ 41,899	\$ 41,899	
Remove Torque Tube (laborer x3)		1175 EA						\$ -	\$ -	
Foreman	85.45 s/hr	1175 EA		0.00 MH				\$ -	\$ -	
Iron Worker	53.73 s/hr	1175 EA		0.28 MH				\$ 17,677	\$ 17,677	
Equipment Operator	56.90 s/hr	1175 EA		0.17 MH				\$ 11,142	\$ 11,142	
Dozer, 300HP		1175 EA		0.17 MH	195.83			\$ -	\$ -	
<b>TOTAL RACKING / TRACKER SYSTEM(50.001/Wp)</b>								\$ -	\$ 256,033	\$ 256,033
<b>FOUNDATIONS</b>										
Inverter / Transformer Pad (8'x20'x6")								\$ -	\$ -	
Equipment Operator (2)	113.791 s/hr	8320 SF		0.0040 MH				\$ 3,787	\$ 3,787	
Hyd. Hammer, 1.5 CY		8320 SF		0.0040 MH	33.28			\$ -	\$ -	
Hyd. Hammer, 5000 ft-lb		8320 SF		0.0040 MH	33.28			\$ -	\$ -	
Hyd. Excavator, 0.75 CY		8320 SF		0.0040 MH	33.28			\$ -	\$ -	
Equipment Operator	56.8953 s/hr	154 CY		0.0345 MH				\$ 302	\$ 302	
Dozer, 200 HP		154 CY		0.0345 MH	5.32			\$ -	\$ -	
Laborer	37.8751 s/hr	154 CY		0.0345 MH				\$ 201	\$ 201	
Met Station Pad (4'x4'x6")								\$ -	\$ -	
Equipment Operator (2)	113.791 s/hr	320 SF		0.0040 MH				\$ 146	\$ 146	

PV PLANT COST BREAKDOWN								
Description	Labor Rate	Quantity	Unit Costs		Extended Costs			Total Cost
			Mat'l	Labor	Contractor			
					Equip (Hrs)	Mat'l	Labor	
Hyd. Hammer, 1.5 CY		320 SF		0.0040 MH	1.28		\$ -	\$ -
Hyd. Hammer, 5000 ft-lb		320 SF		0.0040 MH	1.28		\$ -	\$ -
Hyd. Excavator, 0.75 CY		320 SF		0.0040 MH	1.28		\$ -	\$ -
Equipment Operator	56.8953 \$/hr	6 CY		0.0345 MH			\$ 12	\$ 12
Dozer, 200 HP		6 CY		0.0345 MH	0.20		\$ -	\$ -
Laborer	37.8751 \$/hr	6 CY		0.0345 MH			\$ 8	\$ 8
91'x160' O&M Building	279 CY	1 Ea						
Foreman	85.4529 \$/hr	15066 SF		0.0229 MH			\$ 29,482	\$ 29,482
Laborer (4)	37.8751 \$/hr	15066 SF		0.0229 MH			\$ 13,067	\$ 13,067
Air Compressor 250CFM		15066 SF		0.0229 MH	345.01		\$ -	\$ -
Breakers, Pavement, 60lb		15066 SF		0.0229 MH	345.01		\$ -	\$ -
50' Air Hoses, 1.5"		15066 SF		0.0229 MH	345.01		\$ -	\$ -
Equipment Operator	56.8953 \$/hr	279.0 CY		0.0345 MH			\$ 548	\$ 548
Dozer, 200 HP		279.0 CY		0.0345 MH	9.63		\$ -	\$ -
Laborer	37.8751 \$/hr	279.0 CY		0.0345 MH			\$ 365	\$ 365
<b>TOTAL FOUNDATIONS(\$0/Wp)</b>							<b>\$ 47,918</b>	<b>\$ 47,918</b>
<b>SCADA &amp; MONITORING</b>								
Meteorological Stations	\$/hr	20 EA					\$ -	\$ -
Foreman	85.45 \$/hr	20 EA		1.111 MH			\$ 1,899	\$ 1,899
Electrician	57.09 \$/hr	20 EA		1.111 MH			\$ 1,269	\$ 1,269
Equipment Operator	56.8953 \$/hr	20 EA		1.111 MH			\$ 1,264	\$ 1,264
S.P. Crane, 4x4, 5 Ton		20 EA		0.956 MH	11.11		\$ -	\$ -
<b>TOTAL SCADA &amp; MONITORING(\$0/Wp)</b>							<b>\$ -</b>	<b>\$ 4,432</b>
<b>PLANT ELECTRICAL</b>								
<b>Underground Electrical</b>								
Conduit Trenches		219856.00 LF					\$ -	\$ -
Equipment Operator	56.90 \$/hr	219856.00 LF		0.0035 MH			\$ 43,781	\$ 43,781
Laborer	37.88 \$/hr	219856.00 LF		0.0035 MH			\$ 29,145	\$ 29,145
Backhoe Loader, 48HP		219856.00 LF		0.0035 MH	769.50		\$ -	\$ -
Direct Buried Cable Trenches		161493.17 LF					\$ -	\$ -
Equipment Operator	56.90 \$/hr	161493.17 LF		0.0035 MH			\$ 32,159	\$ 32,159
Laborer	37.88 \$/hr	161493.17 LF		0.0035 MH			\$ 21,408	\$ 21,408
Backhoe Loader, 48HP		161493.17 LF		0.0035 MH	565.23		\$ -	\$ -
DC Combiner Box								
Electrician	57.09 \$/hr	716.00 EA		1.25 MH			\$ 51,098	\$ 51,098
Rack Wiring							\$ -	\$ -
Laborer	37.88 \$/hr	2158525.20 LF		0.00040 MH			\$ 32,702	\$ 32,702
Electrician	57.09 \$/hr	2158525.20 LF		0.00040 MH			\$ 49,294	\$ 49,294
PVC Conduit, 2", 4 per Trench [DC String]	57.0924 \$/hr	252834.40 LF	\$	\$			\$ -	\$ -
Grounding								
Ground Rods, 3/4"x10" (4/inv+5)	57.0924 \$/hr	214 EA	5	35			\$ -	\$ -
Ground Conductor, 4/0 CU	57.0924 \$/hr	7280 LF	5	6			\$ -	\$ -
Pull Wire								

PV PLANT COST BREAKDOWN									
Description	Labor Rate	Quantity	Unit Costs			Extended Costs			Total Cost
			Contractor		Equip (Hrs)	Contractor			
			Mat'l	Labor		Mat'l	Labor		
DC String Cable - #10 CU	57.0924 \$/hr	5396313 LF	\$ 0.50					\$ -	\$ -
DC Homerun Cable - 350MCM Al	57.0924 \$/hr	343525 LF	\$ 5					\$ -	\$ -
DC Signal Ground - #2 CU	57.0924 \$/hr	171762.5 LF	\$ 4					\$ -	\$ -
MV AC Cable - 500 kcmil CU	57.0924 \$/hr	195228.7193 LF	\$ 11					\$ -	\$ -
MV Signal Ground - 2/0 CU	57.0924 \$/hr	65076.23978 LF	\$ 4					\$ -	\$ -
Fiber, MM, 12/F, To Inverters	57.0924 \$/hr	65076.23978 LF	\$ 0.98					\$ -	\$ -
<b>TOTAL PLANT ELECTRICAL(\$0.001/Wp)</b>								\$ -	\$ 259,586
<b>SITE WORK</b>									
Silt Fence Add & Remove	\$/hr	80,810.0 LF	\$ 0.40					\$ 32,324	\$ 32,324
Equipment Operator	56.8953 \$/hr	80,810.0 LF		0.0090 MH				\$ -	\$ 41,379
Laborer (2)	75.7503 \$/hr	80,810.0 LF		0.0090 MH				\$ -	\$ 55,092
Loader, Skid Steer, 30 HP		80,810.0 LF		0.0090 MH	727.29			\$ -	\$ -
Add & Remove Vehicle Tracking Control (5-mile haul)	\$/hr	27.8 CY	\$ 30.00					\$ 833	\$ 833
Equipment Operator (3)	170.686	27.8 CY		0.0806 MH				\$ -	\$ 382
Laborer (1/2)	18.9376	27.8 CY		0.0134 MH				\$ -	\$ 7
Dump Truck, 12CY, 400HP		27.8 CY		0.0537 MH	1.49			\$ -	\$ -
Dozer, 200HP		27.8 CY		0.0269 MH	0.75			\$ -	\$ -
Equipment Operator		27.8 CY		0.0400 MH	1.11			\$ -	\$ -
Dump Truck, 12CY, 400HP		27.8 CY		0.0400 MH	1.11			\$ -	\$ -
Decompaction (Top 6" Dirt Roads)								\$ -	\$ -
Equipment Operator	56.8953 \$/hr	68,126.1 CY		0.0010 MH				\$ -	\$ 3,876
Laborer (1/2)	18.9376 \$/hr	68,126.1 CY		0.0010 MH				\$ -	\$ 1,290
Dozer, 300HP		68,126.1 CY		0.0010 MH	68.13			\$ -	\$ -
Ripper, Beam & 1 Shank		68,126.1 CY		0.0010 MH	68.13			\$ -	\$ -
Minimal Grading - average depth of 0.25 ft	\$/hr	443,263 CY							
Equipment Operator	56.8953 \$/hr	443,263.3 CY		0.0010 MH				\$ -	\$ 25,220
Laborer (1/2)	18.9376 \$/hr	443,263.3 CY		0.0010 MH				\$ -	\$ 8,394
Dozer, 300HP		443,263.3 CY		0.0010 MH	443.26			\$ -	\$ -
Gravel Roads (6" Depth, 20' Width, length per input, 1.48 Ton/CY)	\$/hr	- CY						\$ -	\$ -
Equipment Operator	56.8953 \$/hr	- SF		0.00025 MH				\$ -	\$ -
Laborer	37.8751 \$/hr	0 SF		0.00025 MH				\$ -	\$ -
Grader, 30,000lbs		0 SF		0.00050 MH	0.00			\$ -	\$ -
Dust Control									\$ -
Equipment Operator	56.8953 \$/hr	43 DAY		6.0000 MH				\$ 14,781	\$ 14,781
Laborer	37.8751 \$/hr	43 DAY		6.0000 MH				\$ 9,840	\$ 9,840
Truck Tractor, 220HP		43 DAY		6.0000 MH	259.80			\$ -	\$ -
Water Tank Trailer, 5000gal		43 DAY		6.0000 MH	259.80			\$ -	\$ -
Fencing		80,810 LF						\$ -	\$ -
Equipment Operator	56.8953 \$/hr	80,810 LF		0.01 MH				\$ -	\$ 45,977
Laborer	37.8751 \$/hr	80,810 LF		0.01 MH				\$ -	\$ 30,607
Backhoe Loader, 48HP		80,810 LF		0.01 MH	808.10			\$ -	\$ -
Fence Gates								\$ -	\$ -
Equipment Operator	56.8953 \$/hr	10.0 EA		1.20 MH				\$ -	\$ 683
Laborer (2)	75.7503 \$/hr	10 EA		1.20 MH				\$ -	\$ 909
Backhoe Loader, 48HP		10 EA		1.20 MH	12.00			\$ -	\$ -
<b>TOTAL SITE WORK(\$0.001/Wp)</b>								\$ 33,157	\$ 238,438
<b>GENERAL CONDITIONS</b>									
Administrative Assistants	31.25 \$/hr	8.66 WK		20 MH				\$ -	\$ 5,413
Construction Equipment		8.66 WK						\$ -	\$ -
50' Air Hoses, 1.5"		75.00 Days	\$ -					\$ -	\$ -
Air Compressor 250CFM		75.00 Days	\$ 421					\$ 31,572	\$ 31,572
Backhoe Loader, 48HP		75.00 Days	\$ 249					\$ 18,684	\$ 18,684
Breakers, Pavement, 60lb		75.00 Days	\$ 9					\$ 672	\$ 672
Crawler Loader, 3CY		6.00 Days	\$ 311					\$ 1,863	\$ 1,863
Crew Truck		75.00 Days	\$ 201					\$ 15,084	\$ 15,084
Dozer, 200HP		1.00 Days	\$ 677					\$ 677	\$ 677
Dozer, 300HP		75.00 Days	\$ 677					\$ 50,742	\$ 50,742
Dump Truck, 12CY, 400HP		1.00 Days	\$ 363					\$ 363	\$ 363
Earth Auger, Truck-Mtd		6.00 Days	\$ 1,148					\$ 6,887	\$ 6,887
Flatbed Truck, 20000 GW		6.00 Days	\$ 327					\$ 1,961	\$ 1,961
Grader, 30,000lbs		1.00 Days	\$ 786					\$ 786	\$ 786
Hyd. Crane, 12 Ton		75.00 Days	\$ 446					\$ 33,450	\$ 33,450

PV PLANT COST BREAKDOWN									
Description	Labor Rate	Quantity	Unit Costs			Extended Costs			Total Cost
			Contractor		Contractor				
			Mat'l	Labor	Equip (Hrs)	Mat'l	Labor		
Hyd. Crane, 55 Ton		6.00 Days	\$ 1,244			\$ 7,466	\$ -	\$ 7,466	
Hyd. Excavator, 0.75 CY		13.00 Days	\$ 446			\$ 5,798	\$ -	\$ 5,798	
Hyd. Hammer, 1.5 CY		13.00 Days	\$ 284			\$ 3,687	\$ -	\$ 3,687	
Hyd. Hammer, 5000 ft-lb		13.00 Days	\$ 284			\$ 3,687	\$ -	\$ 3,687	
Lattice Boom Crane, 20 Ton		5.00 Days	\$ 1,244			\$ 6,222	\$ -	\$ 6,222	
Loader, Skid Steer, 30 HP		31.00 Days	\$ 203			\$ 6,287	\$ -	\$ 6,287	
Pickup Truck, 3/4 ton		6.00 Days	\$ 201			\$ 1,207	\$ -	\$ 1,207	
Ripper, Beam & 1 Shank		3.00 Days	\$ 257			\$ 772	\$ -	\$ 772	
S.P. Crane, 4x4, 5 Ton		75.00 Days	\$ 243			\$ 18,228	\$ -	\$ 18,228	
Tractor w/ Winch		6.00 Days	\$ 110			\$ 657	\$ -	\$ 657	
Truck Tractor, 220HP		11.00 Days	\$ 272			\$ 2,996	\$ -	\$ 2,996	
Vibratory Hammer (PD-10)		75.00 Days	\$ 181			\$ 13,608	\$ -	\$ 13,608	
Water Tank Trailer, 5000gal		11.00 Days	\$ 526			\$ 5,783	\$ -	\$ 5,783	
Safety		8.66 WK	\$ 125			\$ 1,083	\$ -	\$ 1,083	
Fuel Service		8.66 WK	\$ 2,000			\$ 17,320	\$ -	\$ 17,320	
Postage / Expressage		8.66 WK	\$ 50			\$ 433	\$ -	\$ 433	
Safety Equipment		8.66 WK	\$ 500			\$ 4,330	\$ -	\$ 4,330	
Temporary Telephone Service	57.0924 \$/hr	1.00 EA	\$ 500	8 MH		\$ 500	\$ 457	\$ 957	
Temporary Electric Service	57.0924 \$/hr	1.00 EA	\$ 500	8 MH		\$ 500	\$ 457	\$ 957	
Temporary Electric Usage		2.00 MO	\$ 161			\$ 321	\$ -	\$ 321	
Temporary Toilets X 10		2.00 MO	\$ 2,500			\$ 5,000	\$ -	\$ 5,000	
Temporary Drinking Water		2.00 MO	\$ 1,410			\$ 2,820	\$ -	\$ 2,820	
Project Superintendent	57.0924 \$/hr	10.66 WK		50 MH		\$ -	\$ 30,430	\$ 30,430	
Field Benefits and Burdens		8.66 WK	\$ 1,098			\$ 9,511	\$ -	\$ 9,511	
<b>TOTAL GENERAL CONDITIONS(\$0.001/Wp)</b>						<b>0.00</b>	<b>\$ 280,956</b>	<b>\$ 36,756</b>	<b>\$ 317,712</b>
<b>INDIRECT COSTS</b>									
Contingency		0.00%	\$ 1,498,807			\$ -	\$ -	\$ -	
Overhead & Profit (POM)		5.00%	\$ 1,498,807			\$ 74,940	\$ -	\$ 74,940	
<b>TOTAL INDIRECT COSTS(\$0/Wp)</b>						<b>0.00</b>	<b>\$ 74,940</b>	<b>\$ -</b>	<b>\$ 74,940</b>
<b>DISPOSAL</b>									
Flat Bed	19.5 \$/hr	1 EA	\$41	28 DAYS		\$ 9,153	\$ 4,368	\$ 13,521	
Dump Truck	19.5 \$/hr	5 EA	\$45	65 DAYS		\$ 118,740	\$ 51,012	\$ 169,752	
Vacuum Truck	120 \$/hr	1 EA	\$0	1 DAYS		\$ -	\$ 960	\$ 960	
Tipping Fees for Non-Recycling		2350 CY	\$40			\$ 94,000	\$ -	\$ 94,000	
Tipping Fees for Non-Recycling		8822 TON	\$40			\$ 352,894	\$ -	\$ 352,894	
Labor for Tracking Motor Oil Extraction	120 \$/hr	5871 EA	\$0	\$ MOTORS/HR		\$ -	\$ 140,904	\$ 140,904	
Recycling of PV Modules at SOLARCYCLE in Odessa, TX		440334 EA	\$9.24			\$ 4,068,686	\$ -	\$ 4,068,686	
<b>TOTAL DISPOSAL(\$0.019/Wp)</b>						<b>0.00</b>	<b>\$ 4,648,473</b>	<b>\$ 197,244</b>	<b>\$ 4,840,717</b>
<b>TOTAL (\$0.025/Wp)</b>						<b>0.00</b>	<b>\$ 5,032,526</b>	<b>\$ 1,377,506</b>	<b>\$ 6,414,464</b>

# D. Detailed Opinion of Probable Cost – BESS Breakdown and O&M Building

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

Description	Labor Rate	Quantity	Unit Costs			Extended Costs			Total Cost
			Contractor			Contractor			
			Mat'l	Labor	Equip (Hrs)	Mat'l	Labor		
<b>LI-ION ENERGY STORAGE SYSTEM</b>									
Li-Ion Battery Rack (175kWh, 0.1458kAh)	57.0924 \$/hr	3,852 EA					\$ -	\$ -	\$ -
Foreman	85.45 \$/hr	3,852 EA		0.29 MH			\$ -	\$ 94,047	\$ 94,047
Electrician	57.09 \$/hr	3,852 EA		0.29 MH			\$ -	\$ 62,834	\$ 62,834
Equipment Operator	56.8953 \$/hr	3,852 EA		0.29 MH			\$ -	\$ 62,617	\$ 62,617
Laborer	37.88 \$/hr	3,852 EA		0.29 MH			\$ -	\$ 41,684	\$ 41,684
Crew Truck		3,852 EA		4.00 MH	15408.00		\$ -	\$ -	\$ -
Hyd. Crane, 12 Ton		3,852 EA		4.00 MH	15408.00		\$ -	\$ -	\$ -
Energy Storage Container (5MWh)		135 EA					\$ -	\$ -	\$ -
Foreman	85.45 \$/hr	135 EA		6.00 MH			\$ -	\$ 69,217	\$ 69,217
Electrician	57.09 \$/hr	135 EA		6.00 MH			\$ -	\$ 46,245	\$ 46,245
Equipment Operator	56.8953 \$/hr	135 EA		6.00 MH			\$ -	\$ 46,085	\$ 46,085
S.P. Crane, 4x4, 5 Ton		135 EA		6.00 MH	810.00		\$ -	\$ -	\$ -
Power Conversion System (PCS) (1200 kW)		208 EA					\$ -	\$ -	\$ -
Foreman	85.45 \$/hr	208 EA		2.00 MH			\$ -	\$ 35,548	\$ 35,548
Electrician	57.09 \$/hr	208 EA		2.00 MH			\$ -	\$ 23,750	\$ 23,750
Equipment Operator	56.8953 \$/hr	208 EA		2.00 MH			\$ -	\$ 23,668	\$ 23,668
S.P. Crane, 4x4, 5 Ton		208 EA		2.00 MH	416.00		\$ -	\$ -	\$ -
35kV/480V Pad Mounted Aux Transformer (1200 kW)		208 EA					\$ -	\$ -	\$ -
Foreman	85.45 \$/hr	208 EA		1.00 MH			\$ -	\$ 17,774	\$ 17,774
Electrician	57.09 \$/hr	208 EA		1.00 MH			\$ -	\$ 11,875	\$ 11,875
Equipment Operator	56.8953 \$/hr	208 EA		1.00 MH			\$ -	\$ 11,834	\$ 11,834
S.P. Crane, 4x4, 5 Ton		208 EA		1.00 MH	208.00		\$ -	\$ -	\$ -
<b>TOTAL LI-ION ENERGY STORAGE SYSTEM(\$0.002/Wp)</b>							<b>\$ -</b>	<b>\$ 547,181</b>	<b>\$ 547,181</b>
<b>FOUNDATIONS</b>									
ESS Container Pad (48'x8'x6")									
Equipment Operator (2)	113.791 \$/hr	51840 SF		0.0040 MH			\$ -	\$ 23,596	\$ 23,596
Hyd. Hammer, 1.5 CY		51840 SF		0.0040 MH	207.36		\$ -	\$ -	\$ -

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

Description	Labor Rate	Quantity	Unit Costs		Extended Costs			Total Cost
			Contractor		Contractor			
			Mat'l	Labor	Equip (Hrs)	Mat'l	Labor	
Hyd. Hammer, 5000 ft-lb		51840 SF		0.0040 MH	207.36	\$ -	\$ -	\$ -
Hyd. Excavator, 0.75 CY		51840 SF		0.0040 MH	207.36	\$ -	\$ -	\$ -
Equipment Operator	56.8953 \$/hr	960 CY		0.0345 MH		\$ -	\$ 1,884	\$ 1,884
Dozer, 200 HP		960 CY		0.0345 MH	33.12	\$ -	\$ -	\$ -
Laborer	37.8751 \$/hr	960 CY		0.0345 MH		\$ -	\$ 1,254	\$ 1,254
PCS / Transformer Pad (12'x18'x6") per 4 converters						\$ -	\$ -	\$ -
Equipment Operator (2)	113.791 \$/hr	11232 SF		0.0040 MH		\$ -	\$ 5,112	\$ 5,112
Hyd. Hammer, 1.5 CY		11232 SF		0.0040 MH	44.93	\$ -	\$ -	\$ -
Hyd. Hammer, 5000 ft-lb		11232 SF		0.0040 MH	44.93	\$ -	\$ -	\$ -
Hyd. Excavator, 0.75 CY		11232 SF		0.0040 MH	44.93	\$ -	\$ -	\$ -
Equipment Operator	56.8953 \$/hr	208 CY		0.0345 MH		\$ -	\$ 408	\$ 408
Dozer, 200 HP		208 CY		0.0345 MH	7.18	\$ -	\$ -	\$ -
Laborer	37.8751 \$/hr	208 CY		0.0345 MH		\$ -	\$ 272	\$ 272
<b>TOTAL FOUNDATIONS(50/Wp)</b>						\$ -	\$ 32,527	\$ 32,527
<b>SITE WORK</b>								
Removal of Gravel Surfacing		741 CY						
Equipment Operator	56.8953 \$/hr	40,000 SF		0.00025 MH		\$ -	\$ 569	\$ 569
Laborer	37.8751 \$/hr	40,000 SF		0.00025 MH		\$ -	\$ 379	\$ 379



Project: *Luna Valley Solar* Computed: *P. August* Date: *4/9/24*  
 Client: *Clearway Renew* Checked: *J. Jackson* Date: *4/9/24*  
 Revision: *9* Issue Date: *4/10/24*

Description	Labor Rate	Quantity	Unit Costs		Extended Costs			Total Cost
			Contractor		Contractor			
			Mat'l	Labor	Equip (Hrs)	Mat'l	Labor	
Grader, 30,000lbs		40,000 SF		0.00050 MH	20.00	\$ -	\$ -	\$ -
<b>TOTAL SITE WORK(\$0/Wp)</b>						\$ -	\$ 948	\$ 948
<b>O&amp;M Building</b>								
O&M Building (91'x160'x12')		1 ea						\$ -
Foreman	85.4529 \$/hr	174720 CF		0.0008 MH		\$ 11,198	\$ 11,198	\$ 11,198
Laborer (2)	75.75 \$/hr	174720 CF		0.0015 MH		\$ 19,853	\$ 19,853	\$ 19,853
Equipment Operator	56.90 \$/hr	174720 CF		0.0008 MH		\$ 7,456	\$ 7,456	\$ 7,456
Crawler Loader, 3CY		174720 CF		0.0008 MH	131.04	\$ -	\$ -	\$ -
<b>TOTAL O&amp;M Building(\$0/Wp)</b>						\$ -	\$ 38,506	\$ 38,506

# E. Detailed Opinion of Probable Cost – Substation

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN								
Description	Quantity	Unit Costs			Extended Costs			Total Cost
		Contractor			Contractor			
		Mat'l	Labor		Equip (Hrs)	Mat'l	Labor	
<b>EQUIPMENT</b>								
	Code							
HV Circuit Breaker	B	2 EA				\$ 3,791	\$ 3,791	\$ 3,791
Foreman	85.45 \$/hr	2 EA		5.71 MH		\$ -	\$ 977	\$ 977
Laborer (4)	37.88 \$/hr	2 EA		22.86 MH		\$ -	\$ 1,731	\$ 1,731
Equipment Operator	56.8953 \$/hr	2 EA		5.71 MH		\$ -	\$ 650	\$ 650
Laborer	37.88 \$/hr	2 EA		5.71 MH		\$ -	\$ 433	\$ 433
Crew Truck		2 EA		5.71 MH	11.43	\$ -	\$ -	\$ -
Hyd. Crane, 12 Ton		2 EA		5.71 MH	11.43	\$ -	\$ -	\$ -
HV, GOAB Disconnect Switch, VB	S	3 EA				\$ 5,687	\$ 5,687	\$ 5,687
Foreman	85.45 \$/hr	3 EA		5.71 MH		\$ -	\$ 1,465	\$ 1,465
Laborer (4)	37.88 \$/hr	3 EA		22.86 MH		\$ -	\$ 2,597	\$ 2,597
Equipment Operator	56.8953 \$/hr	3 EA		5.71 MH		\$ -	\$ 975	\$ 975
Laborer	37.88 \$/hr	3 EA		5.71 MH		\$ -	\$ 649	\$ 649
Crew Truck		3 EA		5.71 MH	17.14	\$ -	\$ -	\$ -
Hyd. Crane, 12 Ton		3 EA		5.71 MH	17.14	\$ -	\$ -	\$ -
HV VT	T	9 ea				\$ 3,412	\$ 3,412	\$ 3,412
Foreman	85.45 \$/hr	9 EA		1.143 MH		\$ -	\$ 879	\$ 879
Laborer (4)	37.88 \$/hr	9 EA		4.571 MH		\$ -	\$ 1,558	\$ 1,558
Equipment Operator	56.8953 \$/hr	9 EA		1.143 MH		\$ -	\$ 585	\$ 585
Laborer	37.88 \$/hr	9 EA		1.143 MH		\$ -	\$ 390	\$ 390
Crew Truck		9 EA		2.857 MH	25.71	\$ -	\$ -	\$ -
Hyd. Crane, 12 Ton		9 EA		2.857 MH	25.71	\$ -	\$ -	\$ -
HV CT	T	9 ea				\$ 3,412	\$ 3,412	\$ 3,412
Foreman	85.45 \$/hr	9 EA		1.143 MH		\$ -	\$ 879	\$ 879
Laborer (4)	37.88 \$/hr	9 EA		4.571 MH		\$ -	\$ 1,558	\$ 1,558
Equipment Operator	56.8953 \$/hr	9 EA		1.143 MH		\$ -	\$ 585	\$ 585
Laborer	37.88 \$/hr	9 EA		1.143 MH		\$ -	\$ 390	\$ 390
Crew Truck		9 EA		2.857 MH	25.71	\$ -	\$ -	\$ -
Hyd. Crane, 12 Ton		9 EA		2.857 MH	25.71	\$ -	\$ -	\$ -
HV CCVT	T	3 ea				\$ 1,137	\$ 1,137	\$ 1,137
Foreman	85.45 \$/hr	3 EA		1.143 MH		\$ -	\$ 293	\$ 293
Laborer (4)	37.88 \$/hr	3 EA		4.571 MH		\$ -	\$ 519	\$ 519
Equipment Operator	56.8953 \$/hr	3 EA		1.143 MH		\$ -	\$ 195	\$ 195
Laborer	37.88 \$/hr	3 EA		1.143 MH		\$ -	\$ 130	\$ 130
Crew Truck		3 EA		2.857 MH	8.57	\$ -	\$ -	\$ -
Hyd. Crane, 12 Ton		3 EA		2.857 MH	8.57	\$ -	\$ -	\$ -
HV Insulator	I	33 ea				\$ 3,128	\$ 3,128	\$ 3,128
Foreman	85.45 \$/hr	33 EA		0.286 MH		\$ -	\$ 806	\$ 806

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs				Extended Costs			Total Cost
		Contractor		Equip (Hrs)	Contractor				
		Mat'l	Labor		Mat'l	Labor			
Laborer (4)	37.88 \$/hr	33 EA		1.143 MH		\$ -	\$ 1,428	\$ 1,428	
Equipment Operator	56.8953 \$/hr	33 EA		0.286 MH		\$ -	\$ 536	\$ 536	
Laborer	37.88 \$/hr	33 EA		0.286 MH		\$ -	\$ 357	\$ 357	
Crew Truck		33 EA		0.714 MH	23.57	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton		33 EA		0.714 MH	23.57	\$ -	\$ -	\$ -	
<b>HV Surge Arrestor</b>	<b>I</b>	<b>3 ea</b>				\$ -	\$ 995	\$ 995	
Foreman	85.45 \$/hr	3 EA		1.000 MH		\$ -	\$ 256	\$ 256	
Laborer (4)	37.88 \$/hr	3 EA		4.000 MH		\$ -	\$ 455	\$ 455	
Equipment Operator	56.8953 \$/hr	3 EA		1.000 MH		\$ -	\$ 171	\$ 171	
Laborer	37.88 \$/hr	3 EA		1.000 MH		\$ -	\$ 114	\$ 114	
Crew Truck		3 EA		1.000 MH	3.00	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton		3 EA		1.000 MH	3.00	\$ -	\$ -	\$ -	
<b>Main Power Transformer</b>	<b>T</b>	<b>2 ea</b>				\$ -	\$ 7,582	\$ 7,582	
Foreman	85.45 \$/hr	2 EA		11.429 MH		\$ -	\$ 1,953	\$ 1,953	
Laborer (4)	37.88 \$/hr	2 EA		45.714 MH		\$ -	\$ 3,463	\$ 3,463	
Equipment Operator	56.8953 \$/hr	2 EA		11.429 MH		\$ -	\$ 1,300	\$ 1,300	
Laborer	37.88 \$/hr	2 EA		11.429 MH		\$ -	\$ 866	\$ 866	
Crew Truck		2 EA		71.429 MH	142.86	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton		2 EA		71.429 MH	142.86	\$ -	\$ -	\$ -	
<b>MV Circuit Breaker</b>	<b>B</b>	<b>5 ea</b>				\$ -	\$ 4,739	\$ 4,739	
Foreman	85.45 \$/hr	5 EA		2.857 MH		\$ -	\$ 1,221	\$ 1,221	
Laborer (4)	37.88 \$/hr	5 EA		11.429 MH		\$ -	\$ 2,164	\$ 2,164	
Equipment Operator	56.8953 \$/hr	5 EA		2.857 MH		\$ -	\$ 813	\$ 813	
Laborer	37.88 \$/hr	5 EA		2.857 MH		\$ -	\$ 541	\$ 541	
Crew Truck		5 EA		11.429 MH	57.14	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton		5 EA		11.429 MH	57.14	\$ -	\$ -	\$ -	
<b>MV GOAB Disconnect Switch, CBV w/ Motor</b>	<b>S</b>	<b>1 ea</b>				\$ -	\$ 948	\$ 948	
Foreman	85.45 \$/hr	1 EA		2.857 MH		\$ -	\$ 244	\$ 244	
Laborer (4)	37.88 \$/hr	1 EA		11.429 MH		\$ -	\$ 433	\$ 433	
Equipment Operator	56.8953 \$/hr	1 EA		2.857 MH		\$ -	\$ 163	\$ 163	
Laborer	37.88 \$/hr	1 EA		2.857 MH		\$ -	\$ 108	\$ 108	
Crew Truck		1 EA		2.857 MH	2.86	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton		1 EA		2.857 MH	2.86	\$ -	\$ -	\$ -	
<b>MV, Disconnect Switch, 600A, 1 PH</b>	<b>S</b>	<b>45 ea</b>				\$ -	\$ 17,060	\$ 17,060	
Foreman	85.45 \$/hr	45 EA		1.143 MH		\$ -	\$ 4,395	\$ 4,395	
Laborer (4)	37.88 \$/hr	45 EA		4.571 MH		\$ -	\$ 7,791	\$ 7,791	
Equipment Operator	56.8953 \$/hr	45 EA		1.143 MH		\$ -	\$ 2,926	\$ 2,926	
Laborer	37.88 \$/hr	45 EA		1.143 MH		\$ -	\$ 1,948	\$ 1,948	
Crew Truck		45 EA		2.000 MH	90.00	\$ -	\$ -	\$ -	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs				Extended Costs			Total Cost
		Contractor		Equip (Hrs)	Contractor				
		Mat'l	Labor		Mat'l	Labor			
Hyd. Crane, 12 Ton	45 EA		2,000 MH	90.00	\$ -	\$ -	\$ -	\$ -	
<b>MV CT</b>	<b>7 ea</b>				\$ -	\$ -	\$ 4,644	\$ 4,644	
Foreman	85.45 \$/hr	7 EA	2,000 MH		\$ -	\$ -	\$ 1,196	\$ 1,196	
Laborer (4)	37.88 \$/hr	7 EA	8,000 MH		\$ -	\$ -	\$ 2,121	\$ 2,121	
Equipment Operator	56.8953 \$/hr	7 EA	2,000 MH		\$ -	\$ -	\$ 797	\$ 797	
Laborer	37.88 \$/hr	7 EA	2,000 MH		\$ -	\$ -	\$ 530	\$ 530	
Crew Truck		7 EA	2,000 MH	14.00	\$ -	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton	7 EA		2,000 MH	14.00	\$ -	\$ -	\$ -	\$ -	
<b>MV VT</b>	<b>12 ea</b>				\$ -	\$ -	\$ 7,961	\$ 7,961	
Foreman	85.45 \$/hr	12 EA	2,000 MH		\$ -	\$ -	\$ 2,051	\$ 2,051	
Laborer (4)	37.88 \$/hr	12 EA	8,000 MH		\$ -	\$ -	\$ 3,636	\$ 3,636	
Equipment Operator	56.8953 \$/hr	12 EA	2,000 MH		\$ -	\$ -	\$ 1,365	\$ 1,365	
Laborer	37.88 \$/hr	12 EA	2,000 MH		\$ -	\$ -	\$ 909	\$ 909	
Crew Truck		12 EA	2,000 MH	24.00	\$ -	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton	12 EA		2,000 MH	24.00	\$ -	\$ -	\$ -	\$ -	
<b>MV Insulator</b>	<b>51 ea</b>				\$ -	\$ -	\$ 4,834	\$ 4,834	
Foreman	85.45 \$/hr	51 EA	0.286 MH		\$ -	\$ -	\$ 1,245	\$ 1,245	
Laborer (4)	37.88 \$/hr	51 EA	1.143 MH		\$ -	\$ -	\$ 2,208	\$ 2,208	
Equipment Operator	56.8953 \$/hr	51 EA	0.286 MH		\$ -	\$ -	\$ 829	\$ 829	
Laborer	37.88 \$/hr	51 EA	0.286 MH		\$ -	\$ -	\$ 552	\$ 552	
Crew Truck		51 EA	0.714 MH	36.43	\$ -	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton	51 EA		0.714 MH	36.43	\$ -	\$ -	\$ -	\$ -	
<b>Bus &amp; Fit 3" (2.62 lbs/ft)</b>	<b>446 FT</b>				\$ -	\$ -	\$ 5,261	\$ 5,261	
Foreman	85.45 \$/hr	446 FT	0.036 MH		\$ -	\$ -	\$ 1,355	\$ 1,355	
Laborer (4)	37.88 \$/hr	446 FT	0.142 MH		\$ -	\$ -	\$ 2,403	\$ 2,403	
Equipment Operator	56.8953 \$/hr	446 FT	0.036 MH		\$ -	\$ -	\$ 902	\$ 902	
Laborer	37.88 \$/hr	446 FT	0.036 MH		\$ -	\$ -	\$ 601	\$ 601	
Crew Truck		446 FT	0.036 MH	15.86	\$ -	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton	446 FT		0.036 MH	15.86	\$ -	\$ -	\$ -	\$ -	
<b>1272 KCMIL AAC Narcissus (1.194lbs/ft)</b>	<b>1,516 FT</b>				\$ -	\$ -	\$ 8,149	\$ 8,149	
Foreman	85.45 \$/hr	1,516 FT	0.016 MH		\$ -	\$ -	\$ 2,099	\$ 2,099	
Laborer (4)	37.88 \$/hr	1,516 FT	0.065 MH		\$ -	\$ -	\$ 3,722	\$ 3,722	
Equipment Operator	56.8953 \$/hr	1,516 FT	0.016 MH		\$ -	\$ -	\$ 1,398	\$ 1,398	
Laborer	37.88 \$/hr	1,516 FT	0.016 MH		\$ -	\$ -	\$ 930	\$ 930	
Crew Truck		1,516 FT	0.016 MH	24.57	\$ -	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton	1,516 FT		0.016 MH	24.57	\$ -	\$ -	\$ -	\$ -	
<b>Station Service Transformer (Pole)</b>	<b>1 ea</b>				\$ -	\$ -	\$ 1,896	\$ 1,896	
Foreman	85.45 \$/hr	1 ea	5.714 MH		\$ -	\$ -	\$ 488	\$ 488	
Laborer (4)	37.88 \$/hr	1 ea	22.857 MH		\$ -	\$ -	\$ 866	\$ 866	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs				Extended Costs			Total Cost
		Contractor		Contractor		Contractor			
		Mat'l	Labor	Equip (Hrs)	Mat'l	Labor			
Equipment Operator	56.8953 \$/hr	1 ea		5,714 MH		\$ -	\$ 325	\$ 325	
Laborer	37.88 \$/hr	1 ea		5,714 MH		\$ -	\$ 216	\$ 216	
Crew Truck		1 ea		5,714 MH	5.71	\$ -	\$ -	\$ -	
Hyd. Crane, 12 Ton		1 ea		5,714 MH	5.71	\$ -	\$ -	\$ -	
<b>TOTAL EQUIPMENT</b>						\$ -	\$ 83,498	\$ 84,636	
<b>STRUCTURES</b>									
HV 1-Phase Instrument Transformer Stand	755.4 #	9 Ea					\$ 588	\$ 588	
Foreman	85.4529 \$/hr	9 Ea		0.33 MH		\$ 256	\$ 256		
Iron Worker	53.73075 \$/hr	9 Ea		0.33 MH		\$ 161	\$ 161		
Equipment Operator	56.8953 \$/hr	9 Ea		0.33 MH		\$ 171	\$ 171		
Lattice Boom Crane, 20 Ton		9 Ea		0.33 MH	3.00	\$ -	\$ -		
HV 3-Phase High Bus Support	3334.4 #	8 Ea				\$ 4,706	\$ 4,706		
Foreman	85.4529 \$/hr	8 Ea		3.00 MH		\$ 2,051	\$ 2,051		
Iron Worker	53.73075 \$/hr	8 Ea		3.00 MH		\$ 1,290	\$ 1,290		
Equipment Operator	56.8953 \$/hr	8 Ea		3.00 MH		\$ 1,365	\$ 1,365		
Lattice Boom Crane, 20 Ton		8 Ea		3.00 MH	24.00	\$ -	\$ -		
HV 3-Phase Low Bus Support	783 #	5 Ea				\$ 1,471	\$ 1,471		
Foreman	85.4529 \$/hr	5 Ea		1.50 MH		\$ 641	\$ 641		
Iron Worker	53.73075 \$/hr	5 Ea		1.50 MH		\$ 403	\$ 403		
Equipment Operator	56.8953 \$/hr	5 Ea		1.50 MH		\$ 427	\$ 427		
Lattice Boom Crane, 20 Ton		5 Ea		1.50 MH	7.50	\$ -	\$ -		
HV High Switch Stand	6455.9 #	2 Ea				\$ -	\$ -		
Foreman	85.4529 \$/hr	2 Ea		3.00 MH		\$ 513	\$ 513		
Iron Worker	53.73075 \$/hr	2 Ea		3.00 MH		\$ 322	\$ 322		
Equipment Operator	56.8953 \$/hr	2 Ea		3.00 MH		\$ 341	\$ 341		
Lattice Boom Crane, 20 Ton		2 Ea		3.00 MH	6.00	\$ -	\$ -		

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN								
Description	Quantity	Unit Costs			Extended Costs			Total Cost
		Contractor		Contractor				
		Mat'l	Labor	Equip (Hrs)	Mat'l	Labor		
HV Two-Bay A-Frame, 1 Initial Bay	17595 #	1 Ea					\$ 1,685	\$ 1,685
Foreman	85.4529 \$/hr	1 Ea		5.55 MH			\$ 474	\$ 474
Iron Worker (3)	53.73075 \$/hr	1 Ea		16.65 MH			\$ 895	\$ 895
Equipment Operator	56.8953 \$/hr	1 Ea		5.55 MH			\$ 316	\$ 316
Lattice Boom Crane, 20 Ton		1 Ea		5.55 MH	5.55		\$ -	\$ -
MV 2-Bay Distribution Structure	6042.2 #	3 Ea					\$ 882	\$ 882
Foreman	85.4529 \$/hr	3 Ea		1.50 MH			\$ 385	\$ 385
Iron Worker	53.73075 \$/hr	3 Ea		1.50 MH			\$ 242	\$ 242
Equipment Operator	56.8953 \$/hr	3 Ea		1.50 MH			\$ 256	\$ 256
Lattice Boom Crane, 20 Ton		3 Ea		1.50 MH	4.50		\$ -	\$ -
MV Feeder Riser	667.5 #	4 Ea					\$ -	\$ -
Foreman	85.4529 \$/hr	4 Ea		1.50 MH			\$ 513	\$ 513
Iron Worker	53.73075 \$/hr	4 Ea		1.50 MH			\$ 322	\$ 322
Equipment Operator	56.8953 \$/hr	4 Ea		1.50 MH			\$ 341	\$ 341
Lattice Boom Crane, 20 Ton		4 Ea		1.50 MH	6.00		\$ -	\$ -
MV High Bus Support	673.3 #	11 Ea					\$ 3,235	\$ 3,235
Foreman	85.4529 \$/hr	11 Ea		1.50 MH			\$ 1,410	\$ 1,410
Iron Worker	53.73075 \$/hr	11 Ea		1.50 MH			\$ 887	\$ 887
Equipment Operator	56.8953 \$/hr	11 Ea		1.50 MH			\$ 939	\$ 939
Lattice Boom Crane, 20 Ton		11 Ea		1.50 MH	16.50		\$ -	\$ -
MV High Bus Support / Double Feeder Riser	1197.7 #	2 Ea					\$ 588	\$ 588
Foreman	85.4529 \$/hr	2 Ea		1.50 MH			\$ 256	\$ 256
Iron Worker	53.73075 \$/hr	2 Ea		1.50 MH			\$ 161	\$ 161
Equipment Operator	56.8953 \$/hr	2 Ea		1.50 MH			\$ 171	\$ 171

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor		Equip (Hrs)	Contractor				
		Mat'l	Labor		Mat'l	Labor			
Lattice Boom Crane, 20 Ton	2 Ea		1.50 MH	3.00			\$ -	\$ -	
MV Switch / Metering / Sta.Svc. Stand	3745.4 #	2 Ea					\$ 588	\$ 588	
Foreman	85.4529 \$/hr	2 Ea	1.50 MH				\$ 256	\$ 256	
Iron Worker	53.73075 \$/hr	2 Ea	1.50 MH				\$ 161	\$ 161	
Equipment Operator	56.8953 \$/hr	2 Ea	1.50 MH				\$ 171	\$ 171	
Lattice Boom Crane, 20 Ton	2 Ea		1.50 MH	3.00			\$ -	\$ -	
Breaker Platform w/ Steps & Rail	369.3 #	5 Ea					\$ 1,471	\$ 1,471	
Foreman	85.4529 \$/hr	5 Ea	1.50 MH				\$ 641	\$ 641	
Iron Worker	53.73075 \$/hr	5 Ea	1.50 MH				\$ 403	\$ 403	
Equipment Operator	56.8953 \$/hr	5 Ea	1.50 MH				\$ 427	\$ 427	
Lattice Boom Crane, 20 Ton	2 Ea		1.50 MH	7.50			\$ -	\$ -	
Static Mast - 75'	4443.8 #	2 Ea					\$ 3,369	\$ 3,369	
Foreman	85.4529 \$/hr	2 Ea	5.55 MH				\$ 949	\$ 949	
Iron Worker (3)	53.73075 \$/hr	2 Ea	16.65 MH				\$ 1,789	\$ 1,789	
Equipment Operator	56.8953 \$/hr	2 Ea	5.55 MH				\$ 632	\$ 632	
Lattice Boom Crane, 20 Ton	2 Ea		5.55 MH	11.10			\$ -	\$ -	
Transformer Platform w/ Rail	447.9 #	2 Ea					\$ 588	\$ 588	
Foreman	85.4529 \$/hr	2 Ea	1.50 MH				\$ 256	\$ 256	
Iron Worker	53.73075 \$/hr	2 Ea	1.50 MH				\$ 161	\$ 161	
Equipment Operator	56.8953 \$/hr	2 Ea	1.50 MH				\$ 171	\$ 171	
Lattice Boom Crane, 20 Ton	2 Ea		1.50 MH	3.00			\$ -	\$ -	
<b>TOTAL STRUCTURES</b>	<b>39</b>						<b>\$ -</b>	<b>\$ 40,108</b>	
<b>FOUNDATIONS</b>									
Transformer w/ Oil Containment	28.5185 CY	2 EA							
Equipment Operator (2)	113.7906 \$/hr	3080 SF	0.0040 MH				\$ -	\$ 1,402	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor		Equip (Hrs)	Contractor				
		Mat'l	Labor		Mat'l	Labor			
Hyd. Hammer, 1.5 CY	3080 SF			0.0040 MH	12.32	\$ -	\$ -	\$ -	
Hyd. Hammer, 5000 ft-lb	3080 SF			0.0040 MH	12.32	\$ -	\$ -	\$ -	
Hyd. Excavator, 0.75 CY	3080 SF			0.0040 MH	12.32	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr	57 CY		0.0345 MH		\$ -	\$ 112	\$ 112	
Dozer, 200 HP		57 CY		0.0345 MH	1.97	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr	57 CY		0.0345 MH		\$ -	\$ 75	\$ 75	
HV 1-Phase Instrument Transformer Stand	3.4 CY	9 EA							
Foreman	85.4529 \$/hr	31 CY		1.0000 MH		\$ -	\$ 2,615	\$ 2,615	
Laborer (4)	37.87515 \$/hr	31 CY		4.0000 MH		\$ -	\$ 4,636	\$ 4,636	
Air Compressor 250CFM		31 CY		5.0000 MH	153.00	\$ -	\$ -	\$ -	
Breakers, Pavement, 60lb		31 CY		5.0000 MH	153.00	\$ -	\$ -	\$ -	
50' Air Hoses, 1.5"		31 CY		5.0000 MH	153.00	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr	31 CY		0.0345 MH		\$ -	\$ 60	\$ 60	
Dozer, 200 HP		31 CY		0.0345 MH	1.06	\$ -	\$ -	\$ -	



Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor			Contractor				
		Mat'l	Labor		Equip (Hrs)	Mat'l	Labor		
Laborer	37.87515 \$/hr	31 CY			0.0345 MH		\$ -	\$ 40	\$ 40
<b>HV 3-Phase High Bus Support Per Leg</b>	<b>3.4 CY</b>	<b>24 Ea</b>							
Foreman	85.4529 \$/hr	82 CY			1.0000 MH		\$ -	\$ 6,973	\$ 6,973
Laborer (4)	37.87515 \$/hr	82 CY			4.0000 MH		\$ -	\$ 12,362	\$ 12,362
Air Compressor 250CFM		82 CY			5.0000 MH	408.00	\$ -	\$ -	\$ -
Breakers, Pavement, 60lb		82 CY			5.0000 MH	408.00	\$ -	\$ -	\$ -
50' Air Hoses, 1.5"		82 CY			5.0000 MH	408.00	\$ -	\$ -	\$ -
Equipment Operator	56.8953 \$/hr	82 CY			0.0345 MH		\$ -	\$ 160	\$ 160
Dozer, 200 HP		82 CY			0.0345 MH	2.82	\$ -	\$ -	\$ -
Laborer	37.87515 \$/hr	82 CY			0.0345 MH		\$ -	\$ 107	\$ 107
<b>HV 3-Phase Low Bus Support Per Leg</b>	<b>2.6 CY</b>	<b>15 Ea</b>							
Foreman	85.4529 \$/hr	39 CY			1.0000 MH		\$ -	\$ 3,333	\$ 3,333
Laborer (4)	37.87515 \$/hr	39 CY			4.0000 MH		\$ -	\$ 5,909	\$ 5,909
Air Compressor 250CFM		39 CY			5.0000 MH	195.00	\$ -	\$ -	\$ -
Breakers, Pavement, 60lb		39 CY			5.0000 MH	195.00	\$ -	\$ -	\$ -

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor		Equip (Hrs)	Contractor				
		Mat'l	Labor		Mat'l	Labor			
50' Air Hoses, 1.5"	39 CY			5.0000 MH	195.00	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr	39 CY		0.0345 MH		\$ -	\$ 77	\$ 77	
Dozer, 200 HP	39 CY			0.0345 MH	1.35	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr	39 CY		0.0345 MH		\$ -	\$ 51	\$ 51	
HV Low Switch Stand Per Leg	3.4 CY	4 Ea							
Foreman	85.4529 \$/hr	14 CY		1.0000 MH		\$ -	\$ 1,162	\$ 1,162	
Laborer (4)	37.87515 \$/hr	14 CY		4.0000 MH		\$ -	\$ 2,060	\$ 2,060	
Air Compressor 250CFM	14 CY			5.0000 MH	68.00	\$ -	\$ -	\$ -	
Breakers, Pavement, 60lb	14 CY			5.0000 MH	68.00	\$ -	\$ -	\$ -	
50' Air Hoses, 1.5"	14 CY			5.0000 MH	68.00	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr	14 CY		0.0345 MH		\$ -	\$ 27	\$ 27	
Dozer, 200 HP	14 CY			0.0345 MH	0.47	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr	14 CY		0.0345 MH		\$ -	\$ 18	\$ 18	
HV H-Frame Per Leg	29.3 CY	2 Ea							
Foreman	85.4529 \$/hr	59 CY		1.0000 MH		\$ -	\$ 5,008	\$ 5,008	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor		Equip (Hrs)	Contractor				
		Mat'l	Labor		Mat'l	Labor			
Laborer (4)	37.87515 \$/hr	59 CY		4.0000 MH		\$ -	\$ 8,878	\$ 8,878	
Air Compressor 250CFM		59 CY		5.0000 MH	293.00	\$ -	\$ -	\$ -	
Breakers, Pavement, 60lb		59 CY		5.0000 MH	293.00	\$ -	\$ -	\$ -	
50' Air Hoses, 1.5"		59 CY		5.0000 MH	293.00	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr	59 CY		0.0345 MH		\$ -	\$ 115	\$ 115	
Dozer, 200 HP		59 CY		0.0345 MH	2.02	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr	59 CY		0.0345 MH		\$ -	\$ 77	\$ 77	
HV Circuit Breaker Pad	5.4 CY	2 Ea							
Foreman	85.4529 \$/hr	583 SF		0.0458 MH		\$ -	\$ 2,282	\$ 2,282	
Laborer (4)	37.87515 \$/hr	583 SF		0.1832 MH		\$ -	\$ 4,047	\$ 4,047	
Air Compressor 250CFM		583 SF		0.2290 MH	133.55	\$ -	\$ -	\$ -	
Breakers, Pavement, 60lb		583 SF		0.2290 MH	133.55	\$ -	\$ -	\$ -	
50' Air Hoses, 1.5"		583 SF		0.2290 MH	133.55	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr	10.8 CY		0.0345 MH		\$ -	\$ 21	\$ 21	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor		Equip (Hrs)	Contractor				
		Mat'l	Labor		Mat'l	Labor			
Dozer, 200 HP	10.8 CY			0.0345 MH	0.37	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr	10.8 CY		0.0345 MH		\$ -	\$ 14	\$ 14	
MV High Bus Support / Double Feeder Riser	3.4 CY	15 Ea							
Foreman	85.4529 \$/hr	51 CY		1.0000 MH		\$ -	\$ 4,358	\$ 4,358	
Laborer (4)	37.87515 \$/hr	51 CY		4.0000 MH		\$ -	\$ 7,727	\$ 7,727	
Air Compressor 250CFM		51 CY		5.0000 MH	255.00	\$ -	\$ -	\$ -	
Breakers, Pavement, 60lb		51 CY		5.0000 MH	255.00	\$ -	\$ -	\$ -	
50' Air Hoses, 1.5"		51 CY		5.0000 MH	255.00	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr	51 CY		0.0345 MH		\$ -	\$ 100	\$ 100	
Dozer, 200 HP		51 CY		0.0345 MH	1.76	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr	51 CY		0.0345 MH		\$ -	\$ 67	\$ 67	
MV Switch / Metering / Sta.Svc. Stand Per Leg	4 CY	4 Ea							
Foreman	85.4529 \$/hr	16 CY		1.0000 MH		\$ -	\$ 1,367	\$ 1,367	
Laborer (4)	37.87515 \$/hr	16 CY		4.0000 MH		\$ -	\$ 2,424	\$ 2,424	
Air Compressor 250CFM		16 CY		5.0000 MH	80.00	\$ -	\$ -	\$ -	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor		Equip (Hrs)	Contractor				
		Mat'l	Labor		Mat'l	Labor			
Breakers, Pavement, 60lb	16 CY		5.0000 MH	80.00	\$ -	\$ -	\$ -		
50' Air Hoses, 1.5"	16 CY		5.0000 MH	80.00	\$ -	\$ -	\$ -		
Equipment Operator	56.8953 \$/hr	16 CY	0.0345 MH		\$ -	\$ 31	\$ 31		
Dozer, 200 HP	16 CY		0.0345 MH	0.55	\$ -	\$ -	\$ -		
Laborer	37.87515 \$/hr	16 CY	0.0345 MH		\$ -	\$ 21	\$ 21		
MV 3Ph Capacitor Bank - Open Frame Pad	8.3 CY	2 Ea							
Foreman	85.4529 \$/hr	17 CY	1.0000 MH		\$ -	\$ 1,419	\$ 1,419		
Laborer (4)	37.87515 \$/hr	17 CY	4.0000 MH		\$ -	\$ 2,515	\$ 2,515		
Air Compressor 250CFM	17 CY		5.0000 MH	83.00	\$ -	\$ -	\$ -		
Breakers, Pavement, 60lb	17 CY		5.0000 MH	83.00	\$ -	\$ -	\$ -		
50' Air Hoses, 1.5"	17 CY		5.0000 MH	83.00	\$ -	\$ -	\$ -		
Equipment Operator	56.8953 \$/hr	17 CY	0.0345 MH		\$ -	\$ 33	\$ 33		
Dozer, 200 HP	17 CY		0.0345 MH	0.57	\$ -	\$ -	\$ -		
Laborer	37.87515 \$/hr	17 CY	0.0345 MH		\$ -	\$ 22	\$ 22		
MV Circuit Breaker Pad	2.4 CY	5 Ea							

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor		Contractor					
		Mat'l	Labor	Equip (Hrs)	Mat'l	Labor			
Foreman	85.4529 \$/hr	648 SF		0.0458 MH		\$ -	\$ 2,536	\$ 2,536	
Laborer (4)	37.87515 \$/hr	648 SF		0.1832 MH		\$ -	\$ 4,496	\$ 4,496	
Air Compressor 250CFM		648 SF		0.2290 MH	148.39	\$ -	\$ -	\$ -	
Breakers, Pavement, 60lb		648 SF		0.2290 MH	148.39	\$ -	\$ -	\$ -	
50' Air Hoses, 1.5"		648 SF		0.2290 MH	148.39	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr	12.0 CY		0.0345 MH		\$ -	\$ 24	\$ 24	
Dozer, 200 HP		12.0 CY		0.0345 MH	0.41	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr	12.0 CY		0.0345 MH		\$ -	\$ 16	\$ 16	
14'x38' Control Building	11.85 CY	1 Ea							
Foreman	85.4529 \$/hr	640 SF		0.0458 MH		\$ -	\$ 2,505	\$ 2,505	
Laborer (4)	37.87515 \$/hr	640 SF		0.1832 MH		\$ -	\$ 4,441	\$ 4,441	
Air Compressor 250CFM		640 SF		0.2290 MH	146.56	\$ -	\$ -	\$ -	
Breakers, Pavement, 60lb		640 SF		0.2290 MH	146.56	\$ -	\$ -	\$ -	
50' Air Hoses, 1.5"		640 SF		0.2290 MH	146.56	\$ -	\$ -	\$ -	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor		Equip (Hrs)	Contractor				
		Mat'l	Labor		Mat'l	Labor			
Equipment Operator	56.8953 \$/hr	11.9 CY		0.0345 MH		\$ -	\$ 23	\$ 23	
Dozer, 200 HP		11.9 CY		0.0345 MH	0.41	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr	11.9 CY		0.0345 MH		\$ -	\$ 15	\$ 15	
<b>TOTAL FOUNDATIONS</b>						\$ -	\$ 95,757	\$ 95,757	
<b>CONDUIT &amp; CABLE</b>									
Conduit w/ Cable		4660.00 LF						\$ -	
Equipment Operator	56.90 \$/hr	4660.00 LF		0.02 MH		\$ 4,507	\$ 4,507	\$ 4,507	
Laborer (2)	75.75 \$/hr	4660.00 LF		0.02 MH		\$ 6,001	\$ 6,001	\$ 6,001	
Backhoe Loader, 48HP		4660.00 LF		0.02 MH	79.22	\$ -	\$ -	\$ -	
<b>TOTAL CABLE &amp; CONDUIT</b>						\$ -	\$ 10,508	\$ 10,508	
<b>SITE WORK &amp; GROUNDING</b>									
Fencing (including gates)		1166 ft				\$ -	\$ -	\$ -	
Equipment Operator	56.8953	1,166 LF		0.03 MH		\$ -	\$ 1,990	\$ 1,990	
Laborer (2)	75.75029	1,166 LF		0.03 MH		\$ -	\$ 2,650	\$ 2,650	
Backhoe Loader, 48HP		1,166 LF		0.03 MH	34.98	\$ -	\$ -	\$ -	
Fence Gates		2 EA				\$ -	\$ -	\$ -	
Equipment Operator	56.8953	2 EA		1.20 MH		\$ -	\$ 137	\$ 137	
Laborer (2)	75.75029	2 EA		1.20 MH		\$ -	\$ 182	\$ 182	
Backhoe Loader, 48HP		2 EA		1.20 MH	2.40	\$ -	\$ -	\$ -	
Ground Grid - Direct Buried Cable		6761 LF						\$ -	
Equipment Operator	56.90 \$/hr	6760.80 LF		0.02 MH		\$ 6,539	\$ 6,539	\$ 6,539	
Laborer (2)	75.75 \$/hr	6760.80 LF		0.02 MH		\$ 8,706	\$ 8,706	\$ 8,706	
Backhoe Loader, 48HP		6760.80 LF		0.02 MH	114.93	\$ -	\$ -	\$ -	
Removal of Gravel Surfacing (270' x 313')		1,565 CY						\$ -	
Equipment Operator	56.8953 \$/hr	84,510 SF		0.00025 MH		\$ -	\$ 1,202	\$ 1,202	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

SUBSTATION COST BREAKDOWN								
Description	Quantity	Unit Costs			Extended Costs			Total Cost
		Contractor		Equip (Hrs)	Contractor			
		Mat'l	Labor		Mat'l	Labor		
Laborer	37.87515 \$/hr	84,510 SF		0.00025 MH		\$ -	\$ 800	\$ 800
Backhoe Loader, 48HP		84,510 SF		0.00050 MH	42.26	\$ -	\$ -	\$ -
<b>TOTAL SITE WORK &amp; GROUNDING</b>						<b>\$ -</b>	<b>\$ 22,206</b>	<b>\$ 22,206</b>
<b>CONTROL HOUSE &amp; RELAYING</b>								
Prefabricated Control Building (14'x38'x12')		1 ea						\$ -
Foreman	85.4529 \$/hr	6384 CF		0.0008 MH		\$ 409	\$ 409	\$ 409
Laborer (2)	75.75 \$/hr	6384 CF		0.0015 MH		\$ 725	\$ 725	\$ 725
Equipment Operator	56.90 \$/hr	6384 CF		0.0008 MH		\$ 272	\$ 272	\$ 272
Crawler Loader, 3CY		6384 CF		0.0008 MH	4.79	\$ -	\$ -	\$ -
Lighting, Relay, and Control Panels	57.0924 \$/hr	33 EA		3.0770 MH		\$ 5,797	\$ 5,797	\$ 5,797
<b>TOTAL CONTROL HOUSE &amp; RELAYING</b>						<b>\$ -</b>	<b>\$ 7,204</b>	<b>\$ 7,204</b>
<b>TOTAL (\$0.001/Wp)</b>						<b>\$ -</b>	<b>\$ 259,282</b>	<b>\$ 260,419</b>



# F. Detailed Opinion of Probable Cost – Transmission

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

OVERHEAD TRANSMISSION COST BREAKDOWN									
Description	Quantity	Unit Costs				Extended Costs			Total Cost
		Contractor		Contractor		Equip (Hrs)	Contractor		
		Mat'l	Labor	Mat'l	Labor				
<b>STRUCTURES</b>									
Tangent structure – single circuit – steel pole HV line	11100 #	2.0 ea							\$ -
Foreman	85.4529 \$/hr	11 TON		1,0457 MH				\$ 992	\$ 992
Laborer (4)	151.501 \$/hr	11 TON		4,1829 MH				\$ 7,034	\$ 7,034
Equipment Operator (2)	113.791 \$/hr	11 TON		2,0915 MH				\$ 2,642	\$ 2,642
Laborer (4)	151.501 \$/hr	11 TON		4,1829 MH				\$ 7,034	\$ 7,034
Crew Truck		11 TON		2,0915 MH	23.22			\$ -	\$ -
Flatbed Truck, 20000 GW		11 TON		2,0915 MH	23.22			\$ -	\$ -
Pickup Truck, 3/4 ton		11 TON		2,0915 MH	23.22			\$ -	\$ -
Hyd. Crane, 55 Ton		11 TON		2,0915 MH	23.22			\$ -	\$ -
Hyd. Crane, 12 Ton		11 TON		2,0915 MH	23.22			\$ -	\$ -
Earth Auger, Truck-Mtd		11 TON		2,0915 MH	23.22			\$ -	\$ -
Tractor w/ Winch		11 TON		2,0915 MH	23.22			\$ -	\$ -
Tangent structure – double circuit – steel pole HV line	18600 #	1.0 ea							\$ -
Foreman	85.4529 \$/hr	9 TON		1,0457 MH				\$ 831	\$ 831
Laborer (4)	151.501 \$/hr	9 TON		4,1829 MH				\$ 5,894	\$ 5,894
Equipment Operator (2)	113.791 \$/hr	9 TON		2,0915 MH				\$ 2,213	\$ 2,213
Laborer (4)	151.501 \$/hr	9 TON		4,1829 MH				\$ 5,894	\$ 5,894
Crew Truck		9 TON		2,0915 MH	19.45			\$ -	\$ -
Flatbed Truck, 20000 GW		9 TON		2,0915 MH	19.45			\$ -	\$ -
Pickup Truck, 3/4 ton		9 TON		2,0915 MH	19.45			\$ -	\$ -
Hyd. Crane, 55 Ton		9 TON		2,0915 MH	19.45			\$ -	\$ -
Hyd. Crane, 12 Ton		9 TON		2,0915 MH	19.45			\$ -	\$ -
Earth Auger, Truck-Mtd		9 TON		2,0915 MH	19.45			\$ -	\$ -
Tractor w/ Winch		9 TON		2,0915 MH	19.45			\$ -	\$ -
Small angle structure – single circuit – steel pole HV line	18300 #	1.0 ea							\$ -
Foreman	85.4529 \$/hr	9 TON		1,0457 MH				\$ 818	\$ 818
Laborer (4)	151.501 \$/hr	9 TON		4,1829 MH				\$ 5,798	\$ 5,798
Equipment Operator (2)	113.791 \$/hr	9 TON		2,0915 MH				\$ 2,178	\$ 2,178
Laborer (4)	151.501 \$/hr	9 TON		4,1829 MH				\$ 5,798	\$ 5,798
Crew Truck		9 TON		2,0915 MH	19.14			\$ -	\$ -
Flatbed Truck, 20000 GW		9 TON		2,0915 MH	19.14			\$ -	\$ -
Pickup Truck, 3/4 ton		9 TON		2,0915 MH	19.14			\$ -	\$ -
Hyd. Crane, 55 Ton		9 TON		2,0915 MH	19.14			\$ -	\$ -
Hyd. Crane, 12 Ton		9 TON		2,0915 MH	19.14			\$ -	\$ -
Earth Auger, Truck-Mtd		9 TON		2,0915 MH	19.14			\$ -	\$ -

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

OVERHEAD TRANSMISSION COST BREAKDOWN								
Description	Quantity	Unit Costs			Extended Costs			Total Cost
		Contractor		Equip (Hrs)	Contractor			
		Mat'l	Labor			Mat'l	Labor	
Tractor w/ Winch	9 TON		2.0915 MH	19.14			\$ -	
Deadend structure – single circuit – steel pole HV line	22200 #	1.0 ea					\$ -	
Foreman	85.4529 s/hr	11 TON	1.0457 MH			\$ 992	\$ 992	
Laborer (4)	151.501 s/hr	11 TON	4.1829 MH			\$ 7,034	\$ 7,034	
Equipment Operator (2)	113.791 s/hr	11 TON	2.0915 MH			\$ 2,642	\$ 2,642	
Laborer (4)	151.501 s/hr	11 TON	4.1829 MH			\$ 7,034	\$ 7,034	
Crew Truck	s/hr	11 TON	2.0915 MH	23.22			\$ -	
Flatbed Truck, 20000 GW	s/hr	11 TON	2.0915 MH	23.22			\$ -	
Pickup Truck, 3/4 ton	s/hr	11 TON	2.0915 MH	23.22			\$ -	
Hyd. Crane, 55 Ton	s/hr	11 TON	2.0915 MH	23.22			\$ -	
Hyd. Crane, 12 Ton	s/hr	11 TON	2.0915 MH	23.22			\$ -	
Earth Auger, Truck-Mtd	s/hr	11 TON	2.0915 MH	23.22			\$ -	
Tractor w/ Winch	s/hr	11 TON	2.0915 MH	23.22			\$ -	
Deadend structure – double circuit – steel pole HV line	27400 #	1.0 ea					\$ -	
Foreman	85.4529 s/hr	14 TON	1.0457 MH			\$ 1,224	\$ 1,224	
Laborer (4)	151.501 s/hr	14 TON	4.1829 MH			\$ 8,682	\$ 8,682	
Equipment Operator (2)	113.791 s/hr	14 TON	2.0915 MH			\$ 3,260	\$ 3,260	
Laborer (4)	151.501 s/hr	14 TON	4.1829 MH			\$ 8,682	\$ 8,682	
Crew Truck	s/hr	14 TON	2.0915 MH	28.65			\$ -	
Flatbed Truck, 20000 GW	s/hr	14 TON	2.0915 MH	28.65			\$ -	
Pickup Truck, 3/4 ton	s/hr	14 TON	2.0915 MH	28.65			\$ -	
Hyd. Crane, 55 Ton	s/hr	14 TON	2.0915 MH	28.65			\$ -	
Hyd. Crane, 12 Ton	s/hr	14 TON	2.0915 MH	28.65			\$ -	
Earth Auger, Truck-Mtd	s/hr	14 TON	2.0915 MH	28.65			\$ -	
Tractor w/ Winch	s/hr	14 TON	2.0915 MH	28.65			\$ -	
<b>TOTAL STRUCTURES</b>	<b>6</b>					<b>\$ -</b>	<b>\$ 86,676</b>	
<b>FOUNDATIONS</b>								
Deadend structure – single circuit – steel pole HV line	29 CY	1.0 ea					\$ -	
Foreman	85.4529 s/hr	29 CY	1.0000 MH			\$ 2,478	\$ 2,478	
Laborer (4)	37.87515 s/hr	29 CY	4.0000 MH			\$ 4,394	\$ 4,394	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

OVERHEAD TRANSMISSION COST BREAKDOWN									
Description	Quantity	Unit Costs			Extended Costs			Total Cost	
		Contractor			Contractor				
		Mat'l	Labor	Equip (Hrs)	Mat'l	Labor			
Air Compressor 250CFM	29 CY		5.0000 MH	145.00	\$ -	\$ -	\$ -	\$ -	
Breakers, Pavement, 60lb	29 CY		5.0000 MH	145.00	\$ -	\$ -	\$ -	\$ -	
50' Air Hoses, 1.5"	29 CY		5.0000 MH	145.00	\$ -	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr	29 CY	0.0345 MH		\$ -	\$ 57	\$ 57	\$ 57	
Dozer, 200 HP	29 CY		0.0345 MH	1.00	\$ -	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr	29 CY	0.0345 MH		\$ -	\$ 38	\$ 38	\$ 38	
Deadend structure -- double circuit -- steel pole HV line	46 CY	1.0 ea						\$ -	
Foreman	85.4529 \$/hr	46 CY	1.0000 MH		\$ -	\$ 3,931	\$ 3,931	\$ 3,931	
Laborer (4)	37.87515 \$/hr	46 CY	4.0000 MH		\$ -	\$ 6,969	\$ 6,969	\$ 6,969	
Air Compressor 250CFM	46 CY		5.0000 MH	230.00	\$ -	\$ -	\$ -	\$ -	
Breakers, Pavement, 60lb	46 CY		5.0000 MH	230.00	\$ -	\$ -	\$ -	\$ -	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

OVERHEAD TRANSMISSION COST BREAKDOWN									
Description	Quantity	Unit Costs				Extended Costs			Total Cost
		Contractor		Contractor		Contractor			
		Mat'l	Labor	Equip (Hrs)	Mat'l	Labor			
50' Air Hoses, 1.5"	46 CY		5.0000 MH	230.00	\$ -	\$ -	\$ -	\$ -	
Equipment Operator	56.8953 \$/hr 46 CY		0.0345 MH		\$ -	\$ 90	\$ 90	\$ 90	
Dozer, 200 HP	46 CY		0.0345 MH	1.59	\$ -	\$ -	\$ -	\$ -	
Laborer	37.87515 \$/hr 46 CY		0.0345 MH		\$ -	\$ 60	\$ 60	\$ 60	
<b>TOTAL FOUNDATIONS</b>						\$ -	\$ 18,017	\$ 18,017	
<b>EQUIPMENT</b>									
HV Tangent Hardware	1000 # 4 ea								
Foreman	85.4529 \$/hr 4 ea		1 MH			\$ 285	\$ 285	\$ 285	
Laborer (5)	189.376 \$/hr 4 ea		4 MH			\$ 3,156	\$ 3,156	\$ 3,156	
Crew Truck	\$/hr 4 ea		5 MH	20.00			\$ -	\$ -	
HV Angle Hardware	2000 # 1 ea						\$ -	\$ -	
Foreman	85.4529 \$/hr 1 ea		1 MH			\$ 71	\$ 71	\$ 71	
Laborer (5)	189.376 \$/hr 1 ea		4 MH			\$ 789	\$ 789	\$ 789	
Crew Truck	\$/hr 1 ea		5 MH	5.00			\$ -	\$ -	
HV In-line Deadend Hardware	3000 # 3 ea						\$ -	\$ -	
Foreman	85.4529 \$/hr 3 ea		1 MH			\$ 214	\$ 214	\$ 214	

Project: Luna Valley Solar Computed: P. August Date: 4/9/24  
 Client: Clearway Renew Checked: J. Jackson Date: 4/9/24  
 Revision: 9 Issue Date: 4/10/24

OVERHEAD TRANSMISSION COST BREAKDOWN									
Description	Quantity	Unit Costs				Extended Costs			Total Cost
		Contractor		Contractor		Contractor			
		Mat'l	Labor	Equip (Hrs)	Mat'l	Labor			
Laborer (5)	189.376 S/hr	3 ea		4 MH			\$ 2,367	\$ 2,367	
Crew Truck	S/hr	3 ea		5 MH	15.00			\$ -	
1272 kcmil "Bittern"	1.434 #/Ft	11730 FT						\$ -	
Foreman	85.4529 S/hr	0.32 MI		5.4545 MH			\$ 150	\$ 150	
Laborer (5)	189.376 S/hr	0.32 MI		21.8182 MH			\$ 1,330	\$ 1,330	
Equipment Operator (2)	113.791 S/hr	0.32 MI		10.9091 MH			\$ 400	\$ 400	
Laborer (4)	151.501 S/hr	0.32 MI		21.8182 MH			\$ 1,064	\$ 1,064	
Crew Truck	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Flatbed Truck, 20000 GW	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Pickup Truck, 3/4 ton	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Hyd. Crane, 55 Ton	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Hyd. Crane, 12 Ton	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Earth Auger, Truck-Mtd	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Tractor w/ Winch	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
OPGW	0.547 #/Ft	1955 FT						\$ -	
Foreman	85.4529 S/hr	0.32 MI		5.4545 MH			\$ 150	\$ 150	
Laborer (5)	189.376 S/hr	0.32 MI		21.8182 MH			\$ 1,330	\$ 1,330	
Equipment Operator (2)	113.791 S/hr	0.32 MI		10.9091 MH			\$ 400	\$ 400	
Laborer (4)	151.501 S/hr	0.32 MI		21.8182 MH			\$ 1,064	\$ 1,064	
Crew Truck	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Flatbed Truck, 20000 GW	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Pickup Truck, 3/4 ton	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Hyd. Crane, 55 Ton	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Hyd. Crane, 12 Ton	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Earth Auger, Truck-Mtd	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
Tractor w/ Winch	S/hr	0.32 MI		10.9091 MH	3.51			\$ -	
<b>TOTAL EQUIPMENT</b>							\$ -	\$ 12,771	\$ 12,771
<b>TOTAL</b>							\$ -	\$ 117,464	\$ 117,464

# G. Detailed Opinion of Probable Cost - Offsite Disposal

Project:	Luna Valley Solar	Computed:	P. August	Date:	4/9/24
Client:	Clearway Renew	Checked:	J. Jackson	Date:	4/9/24
		Revision:	9	Issue Date:	4/10/24

OFFSITE DISPOSAL COSTS									
Description	Truck Type	Quantity	Units / Trip	Req'd # Trips	Destination	Miles per Trip	Trip Duration (mins)	Total Duration (Days)	
PV Modules	Flat bed	440,334 LS	1,200	0	PV Module Recycling	1,320	2,700	0	
PV Inverters	Flat bed	52 LS	2	26	Co-mingled Recycling	20	50	3	
ESS Inverters	Flat bed	208 LS	2	104	Co-mingled Recycling	20	50	11	
ESS Containers	Flat bed	135 LS	2	68	Metal Recycling	28	66	10	
Racking Frame	Dump truck	17,022,744 Lbs	14,000	1,216	Metal Recycling	28	66	168	
Racking Post	Dump truck	6,296,648 Lbs	14,000	450	Metal Recycling	28	66	62	
Tracking Motors	Dump truck	317,034 Lbs	14,000	23	Co-mingled Recycling	20	50	3	
Tracking Motors - Used Oil (Hazardous Material)	Vacuum Truck	5,871 Mot	3,000	2	Used Oil Recycling	50	110	1	
LV Wire	Dump truck	510,712 Lbs	14,000	37	Metal Recycling	28	66	6	
MV Wire	Dump truck	658,572 Lbs	14,000	48	Metal Recycling	28	66	7	
Chain Fence (PV and interconnection)	Dump truck	1,221,013 Lbs	14,000	88	Metal Recycling	28	66	13	
interconnection steel structures	Flat bed	226,315 Lbs	48,000	5	Metal Recycling	28	66	1	
Interconnection Power & Instrument Transformers	Flat bed	321,859 Lbs	48,000	7	Co-mingled Recycling	20	50	1	
Interconnection Disconnect Switches (1 & 3-Phase)	Flat bed	25,092 Lbs	48,000	1	General Waste	20	50	1	
Interconnection Primary Conductor	Dump truck	23,849 Lbs	14,000	2	Metal Recycling	28	66	1	
Pre-Fab Control Building	Flat bed	34,500 Lbs	48,000	1	Metal Recycling	28	66	1	
Control Panels	Dump truck	2,000 Lbs	14,000	1	Co-mingled Recycling	20	50	1	
Electronic Controls	Dump truck	803 Lbs	14,000	1	Co-mingled Recycling	20	50	1	
Concrete foundations	Dump truck	4,213,395 Lbs	14,000	301	Concrete Recycling	28	66	42	
Gravel	Dump truck	2,306 CY	15	154	Concrete Recycling	28	66	22	
Breakers, Insulators	Dump truck	15,007 lbs	14,000	2	General Waste	20	50	1	

Note: The Total Duration days listed here are summed within Appendix C, Subsection Disposal to apply the rental cost per day for each truck type. Transportation of PV Modules is included in the SOLARCYCLE costs.



[mottmac.com](http://mottmac.com)

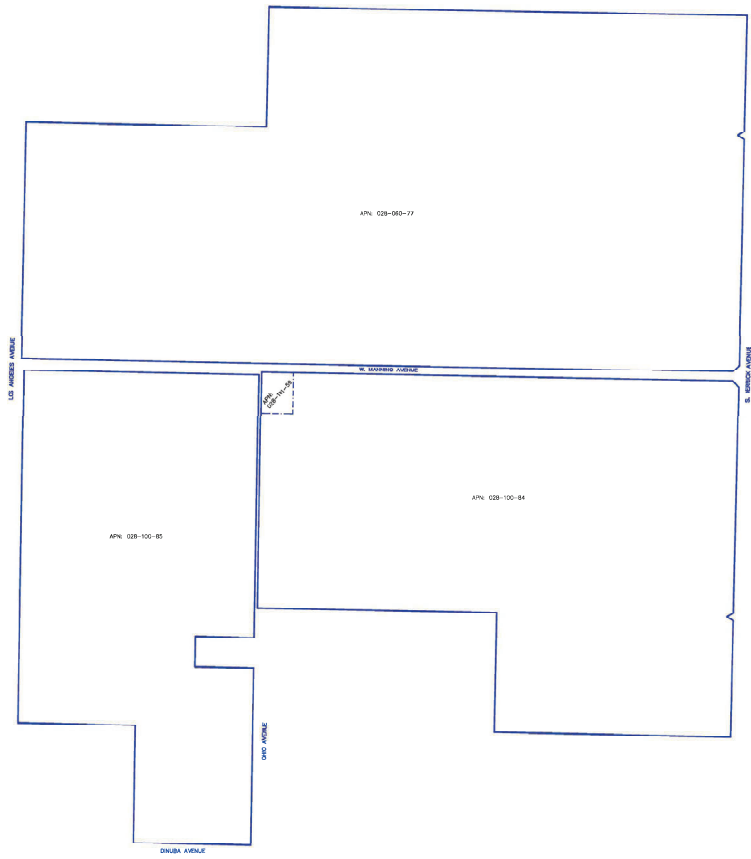
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT B**  
**Map of Property**  
**[See Attached]**



LUNA VALLEY APN EXHIBIT  
FRESNO COUNTY FRESNO, CA

SHEET 1 OF 1



1 **EXHIBIT B-1**

2 **Legal Descriptions of the Property**

3  
4 Real property in the unincorporated area of the County of Fresno, State of California, described as follows:

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

6  
7 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:

8  
9 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:

10  
11 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;

12  
13 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;

14 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;

15 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;

16 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;

17 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;

18 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;

19 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;

20 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;

21  
22  
23  
24  
25  
26  
27  
28

1 THENCE 10) SOUTH 1° 31' 38" WEST, ALONG THE WEST LINE OF LAST SAID PARCEL  
2 GRANTED TO THE STATE OF CALIFORNIA, BEING PARALLEL WITH AND 30.00 FEET  
3 WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 2489.44 FEET;  
4 THENCE 11) SOUTH 46° 18' 12" WEST, A DISTANCE OF 101.98 FEET TO THE TRUE POINT  
5 OF BEGINNING.

6 ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/6 INTEREST IN AND TO ALL OIL, GAS,  
7 MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS  
8 RESERVED BY MAYO RYAN AND KARLENE K. RYAN BY DEED RECORDED OCTOBER 05,  
9 1976 IN BOOK 6669, PAGE 719 OF OFFICIAL RECORDS, DOCUMENT NO. 88436.

10 ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/6 INTEREST IN AND TO ALL OIL, GAS,  
11 MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS  
12 RESERVED BY MICHAEL J. RYAN, JR., AND BETTE JODELL RYAN, BY DEED RECORDED  
13 OCTOBER 05, 1976 IN BOOK 6669, PAGE 768 OF OFFICIAL RECORDS, DOCUMENT NO.  
14 88459, AND RE-RECORDED APRIL 06, 1979 IN BOOK 7256, PAGE 853 OF OFFICIAL  
15 RECORDS, DOCUMENT NO. 40065.

16 ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/6 INTEREST IN AND TO ALL OIL, GAS,  
17 MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS  
18 RESERVED BY GREGORY RYAN AND PERNINA RYAN, BY DEED RECORDED OCTOBER  
19 05, 1976 IN BOOK 6669, PAGE 777 OF OFFICIAL RECORDS, DOCUMENT NO. 88462.

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

24 ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/8TH INTEREST IN AND TO ALL OIL,  
25 GAS AND OTHER HYDROCARBONS UNDERNEATH THE SURFACE OF SAID LAND,  
26 TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND UPON THE SURFACE  
27 OF SAID LAND FOR THE PURPOSE OF PROSPECTING, DRILLING FOR, AND PRODUCING  
28 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.

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

5 ALSO EXCEPTING THEREFROM ALL INTEREST IN OIL, GAS, PETROLEUM, PETROLEUM  
6 PRODUCTS, HYDROCARBON SUBSTANCES AND ANY OTHER MINERALS IN, UPON OR  
7 UNDER SAID PREMISES, OR HEREAFTER DISCOVERED IN, UPON OR UNDER THE SAME,  
8 TOGETHER WITH THE RIGHT TO ENTER UPON SAID PREMISES FOR THE PURPOSE OF  
9 BORING OIL AND GAS WELLS AND EXTRACTING FROM SAID PREMISES OIL, GAS,  
10 PETROLEUM, PETROLEUM PRODUCTS, AND OTHER HYDROCARBONS SUBSTANCES  
11 AND FOR THE PURPOSE OF EXTRACTING ANY OTHER MINERALS THEREIN, THEREUPON  
12 OR THEREUNDER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM  
13 SAID WELLS, AND THE RIGHT TO CONSTRUCT NECESSARY BUILDING, TANKS, ROADS,  
14 POWER LINES AND OTHER STRUCTURES FOR THE PURPOSE OF USING AND OPERATING  
15 SAID WELLS AND TAKING CARE OF SAID OIL, GAS, PETROLEUM, PETROLEUM  
16 PRODUCTS AND HYDROCARBONS SUBSTANCES AND ANY OTHER MINERALS AND ALL  
17 THE RIGHTS INCIDENTAL AND NECESSARY TO THE EXERCISE OF THE RIGHTS, AS  
18 RESERVED IN THE DEED FROM ELIZABETH C. MCCOY, A WIDOW, TO MICHAEL J. RYAN,  
19 ET UX, DATED MAY 28, 1956, RECORDED JULY 03, 1956, AS DOCUMENT NO. 47843,  
20 OFFICIAL RECORDS.

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

26 ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/3 INTEREST IN AND TO ALL OIL, GAS,  
27 MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS  
28 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:

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

3 COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 88°  
4 59' 18" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION  
5 25, A DISTANCE OF 101.90 FEET; THENCE SOUTH 1° 00' 42" WEST, PERPENDICULAR TO  
6 SAID NORTH LINE, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;  
7 THENCE 1) SOUTH 43° 41' 40" EAST, A DISTANCE OF 101.28 FEET TO A POINT ON A LINE  
8 THAT IS PARALLEL WITH AND 30.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST  
9 QUARTER;  
10 THENCE 2) SOUTH 1° 18' 55" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2490.36  
11 FEET;  
12 THENCE 3) SOUTH 61° 19' 02" WEST, A DISTANCE OF 82.72 FEET TO A POINT ON THE  
13 NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25;  
14 THENCE 4) SOUTH 58° 41' 12" EAST, A DISTANCE OF 82.72 FEET TO A POINT ON A LINE  
15 THAT IS PARALLEL WITH AND 30.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST  
16 QUARTER,  
17 THENCE 5) SOUTH 1° 18' 55" WEST, ALONG LAST SAID PARALLEL LINE, A DISTANCE OF  
18 1285.02 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST  
19 QUARTER OF SAID SECTION 25;  
20 THENCE 6) NORTH 88° 54' 43" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2602.55  
21 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST  
22 QUARTER OF SAID SECTION 25;  
23 THENCE 7) NORTH 1° 07' 36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST  
24 QUARTER, A DISTANCE OF 1325.52 FEET TO THE SOUTHEAST CORNER OF THE  
25 NORTHWEST QUARTER OF SAID SECTION 25;  
26 THENCE 8) NORTH 88° 56' 15" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST  
27 QUARTER OF SAID SECTION 25, A DISTANCE OF 2636.91 FEET TO THE SOUTHWEST  
28 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.

1 ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS  
2 UNDERNEATH THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS  
3 AND EGRESS OVER AND UPON THE SURFACE THEREOF FOR THE PURPOSE OF  
4 PROSPECTING, DRILLING FOR AND PRODUCING OIL, GAS AND/OR OTHER  
5 HYDROCARBONS AS RESERVED BY R. V. COBB AND RUTH E. COBB, HIS WIFE, AND  
6 EMERY LEE COBB AND JOSEPHINE COBB, HIS WIFE, IN DEED RECORDED SEPTEMBER  
7 19, 1952 IN BOOK 3212, PAGE 113, OFFICIAL RECORDS, DOCUMENT NO. 49174.

8 ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS  
9 UNDERNEATH THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT OF INGRESS  
10 AND EGRESS OVER AND UPON THE SURFACE THEREOF FOR THE PURPOSE OF  
11 PROSPECTING, DRILLING FOR AND PRODUCING OIL, GAS AND/OR OTHER  
12 HYDROCARBONS SUBSTANCES AS RESERVED BY R. V. COBB AND RUTH E. COBB, HIS  
13 WIFE, AND E. L. COBB AND JOSEPHINE COBB, HIS WIFE, IN DEED RECORDED  
14 SEPTEMBER 22, 1952 IN BOOK 3212, PAGE 444, OFFICIAL RECORDS, DOCUMENT NO.  
15 49410.

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

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

25 ALSO EXCEPTING THEREFROM AN UNDIVIDED INTEREST IN OIL, AND GAS RIGHTS, AS  
26 RESERVED BY GREGORY RYAN AND PERNINA RYAN IN DEED RECORDED OCTOBER 5,  
27 1976 IN BOOK 6669, PAGE 777 OFFICIAL RECORDS.

28 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.

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

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

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

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

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

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

25 ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL GAS,  
26 MINERALS AND OTHER HYDROCARBONS IN AND UNDERLYING SAID LAND, TOGETHER  
27 WITH ALL EASEMENTS AND RIGHTS NECESSARY FOR INGRESS AND EGRESS THEREOF  
28 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

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

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

7 COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID SECTION 26, ACCORDING  
8 TO THE MAP OF PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO. 1,  
9 RECORDED NOVEMBER 17, 1911 IN BOOK 7, PAGE 7, FRESNO COUNTY RECORDS, SAID  
10 CORNER BEING 30 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF  
11 SAID SECTION 26; THENCE SOUTH 00° 56' 16" WEST, ALONG THE EAST LINE OF SAID LOT  
12 1, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;  
13 THENCE 1) SOUTH 00° 56' 16" WEST, ALONG THE EAST LINE OF LOTS 1, 2, 3, 4 AND 5 IN  
14 SECTION 26 OF SAID PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO.  
15 1, A DISTANCE OF 2899.78 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID LOT  
16 5; THENCE 2) NORTH 88° 49' 34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 646. 76  
17 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID LOT 5;  
18 THENCE 3) SOUTH 00° 56' 09" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST  
19 QUARTER, A DISTANCE OF 331.03 FEET TO A POINT ON THE NORTH LINE OF LOT 6 IN  
20 SECTION 26 OF SAID PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO.  
21 1; THENCE 4) SOUTH 88° 49' 18" EAST, ALONG THE NORTH LINE OF SAID LOT 6, A  
22 DISTANCE OF 646.74 FEET TO THE NORTHEAST CORNER THEREOF;  
23 THENCE 5) SOUTH 00° 56' 16" WEST, ALONG THE EAST LINE OF LOTS 6, 7 AND 8 IN  
24 SECTION 26 OF SAID PART OF CALIFORNIA LAND INVESTMENT COMPANY'S TRACT NO.  
25 1, A DISTANCE OF 1956.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8;  
26 THENCE 6) NORTH 88° 48' 55" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A  
27 DISTANCE OF 1293.35 FEET TO THE SOUTHWEST CORNER THEREOF;  
28 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' 1 0" 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



1 THE SURFACE OF THE REAL PROPERTY AND ALL EASEMENTS AND RIGHTS OF WAY  
2 APPURTENANT THERETO, FOR SAID PURPOSES, AND FOR INGRESS AND EGRESS  
3 THERETO AND THEREFROM, AND THE RIGHT TO LAY, MAINTAIN AND OPERATE  
4 PIPELINES OVER AND ACROSS THE REAL PROPERTY FOR THE TRANSPORTATION OF  
5 OIL AND GAS, PROVIDED THAT SHOULD GRANTOR, ITS SUCCESSORS, ASSIGNS OR  
6 LESSEES IN ANY WAY DAMAGE ANY GROWING CROPS OR OTHER IMPROVEMENTS ON  
7 THE REAL PROPERTY IN EXPLOITING OR DEVELOPING THE REAL PROPERTY OR ANY  
8 PART THEREOF FOR OIL, GAS, OR OTHER MINERALS, THEN THE GRANTOR SHALL PAY  
9 SUCH DAMAGES TO THE GRANTEE OR ITS SUCCESSORS AT THE TIME SUCH DAMAGE  
10 IS COMMITTED, EXCEPT INsofar AS SUCH DAMAGES ARE UNDERTAKEN AND AGREED  
11 TO BE PAID BY ANY LESSEE OF THE GRANTOR OR ITS SUCCESSORS OR ASSIGNS, AS  
12 RESERVED IN THE DEED

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

15 ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON  
16 SUBSTANCES AND MINERALS AND MINERAL RIGHTS OF WHATSOEVER NATURE AND  
17 DESCRIPTION IN AND UNDER THE PROPERTY, WITH THE RIGHT TO PROSPECT FOR AND  
18 EXPLOIT THE SAME, AND TO MAKE SUFFICIENT USE OF THE SURFACE OF THE REAL  
19 PROPERTY AND ALL EASEMENTS AND RIGHTS OF WAY APPURTENANT THERETO, FOR  
20 SAID PURPOSES, AND FOR INGRESS AND EGRESS THERETO AND THEREFROM, AND THE  
21 RIGHT TO LAY, MAINTAIN AND OPERATE PIPELINES OVER AND ACROSS THE REAL  
22 PROPERTY FOR THE TRANSPORTATION OF OIL AND GAS, PROVIDED THAT SHOULD  
23 GRANTOR, ITS SUCCESSORS, ASSIGNS OR LESSEES IN ANY WAY DAMAGE ANY  
24 GROWING CROPS OR OTHER IMPROVEMENTS ON THE REAL PROPERTY IN EXPLOITING  
25 OR DEVELOPING THE REAL PROPERTY OR ANY PART THEREOF FOR OIL, GAS, OR  
26 OTHER MINERALS, THEN THE GRANTOR SHALL PAY SUCH DAMAGES TO THE GRANTEE  
27 OR ITS SUCCESSORS AT THE TIME SUCH DAMAGE IS COMMITTED, EXCEPT INsofar AS  
28 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

1 AND MARIE E. BUCK BURSILL, ALSO KNOWN AS MARIE BUCK BURSILL, TO KRIESANT  
2 OPERATING COMPANY, A CORPORATION, DATED MAY 09, 1962, RECORDED MAY 21,  
1962 AS DOCUMENT NO. 40834, OFFICIAL RECORDS.

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

17 ALSO EXCEPTING THEREFROM ALL INTEREST IN AND TO ALL MINERALS, OIL, GAS  
18 AND OTHER HYDROCARBON SUBSTRANCES THAT ARE MORE THAN 500 FEET BELOW  
19 THE SURFACE, WITH NO RIGHTS TO USE OR ACCESS THE SURFACE OF THE PROPERTY  
20 OR ANY SUBSURFACE AREA WITHIN 500 FEET OF THE SURFACE OF THE PROPERTY, AS  
21 RESERVED BY WESTLANDS WATER DISTRICT, A PUBLIC AGENCY IN GRANT DEED  
22 RECORDED OCTOBER 26, 2023, INSTRUMENT NO. 2023-0099567 OF OFFICIAL RECORDS.  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT C**  
**Form of Easement**  
**[See Attached]**

**RECORDING REQUESTED BY:**

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

**AND WHEN RECORDED MAIL TO:**

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

RECORDED FOR THE BENEFIT OF THE COUNTY OF  
FRESNO 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 \_\_\_\_ day of \_\_\_\_\_, 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

GRANTOR:  
Luna Valley Land Holdings LLC

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

By: \_\_\_\_\_  
John Woody, Vice President

By \_\_\_\_\_

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

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

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

WESTLANDS APPROVAL AND  
ACCEPTANCE OF SECTION III  
OF THIS EASEMENT:

WESTLANDS:  
Westlands Water District

By \_\_\_\_\_

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

\_\_\_\_\_  
Title



**EXHIBIT A**

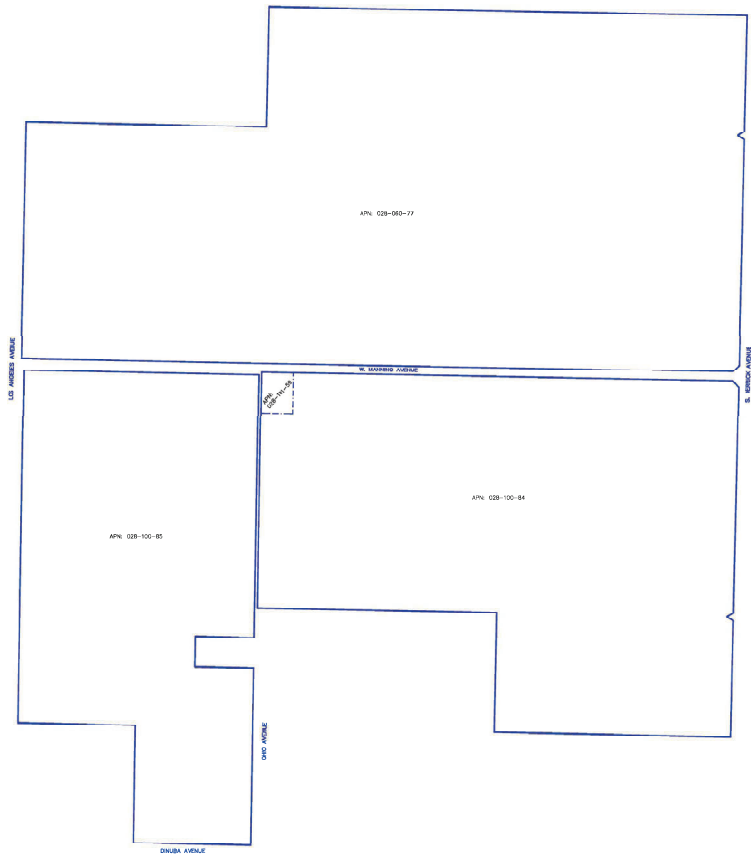
**Property**

**DIAGRAM**

**(See attached.)**

LUNA VALLEY APN EXHIBIT  
FRESNO COUNTY FRESNO, CA

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	

**INCUMBENCY CERTIFICATE**  
**LUNA VALLEY SOLAR I, LLC**

I, Jennifer Hein do hereby certify that I am the duly appointed and acting Secretary of Luna Valley Solar I, 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 8th day of April, 2024.







---

Jennifer Hein  
Secretary



**Exhibit "A"**

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