

SONRISA PROJECT RECLAMATION AGREEMENT

This SONRISA PROJECT RECLAMATION AGREEMENT ("**Agreement**") is entered into this June 10, 2025 ("**Effective Date**"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("**COUNTY**"), and EDPR CA SOLAR PARK VI, LLC, a Delaware limited liability company registered in the State of California ("**APPLICANT**"), each a "**Party**" and collectively, the "**Parties**."

RECITALS:

- A. On November 14, 2024, pursuant to County Resolution No. 13066, 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.*), approved the addendum to Environmental Impact Report ("**EIR**") No. 7869 for the "Sonrisa Solar Project" and approved and issued to APPLICANT Unclassified Conditional Use Permit ("**CUP**") No. 3677. The approved EIR No. 7869 and such approved and issued CUP No. 3677 are collectively referred to herein as the "**Approvals**." On February 11, 2025 COUNTY's Board of Supervisors upheld the Approvals on appeal from a third-party.
- B. The Approvals are subject to conditions, mitigation measures, and project notes, which require 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 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 reclamation plan "be reviewed and approved as final by the County of Fresno, Department of Public Works and Planning [**Department**]" prior to the issuance of any development permits."

- C. 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 July of 2024. 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 reclamation plan "be reviewed and approved as final by the County of Fresno, Department of Public Works and Planning [**"Department"**] prior to the issuance of any development permits."
- D. Prior to the issuance of the Approvals, APPLICANT had submitted to the Department the July of 2024 draft reclamation plan (**"Reclamation Plan"**), which was presented to the Planning Commission. On July 8, 2024, the Director of Public Works and Planning or such Director's designee (collectively, the **"Director"**) approved the Reclamation Plan. A true and complete copy of the Reclamation Plan is attached hereto and incorporated herein by reference as **Exhibit A**.
- E. The Approvals and Reclamation Plan for the Sonrisa Solar Project describe a project consisting of an approximately 200-megawatt (**"MW"**) solar photovoltaic generation facility, an approximately 184-MW, 736-MW-hour lithium-ion battery storage facility, and supporting electrical infrastructure (collectively, the **"Project"**).
- F. APPLICANT represents to COUNTY that the Project described herein will be fully capable, once completed according to its manufacturer's specifications, of independent operation and of supplying power to the power grid, except that the Project utilizes, for connection with the grid, electrical infrastructure and transmission lines which COUNTY approved under CUP No. 3555 (as amended by CUP No. 3792). The project approved under CUP No. 3555 (as amended by CUP No. 3792) is commonly known as "Section IV" of the Scarlet Solar Energy Project. APPLICANT understands, acknowledges, and agrees that Section IV of the Scarlet Solar Energy Project, inclusive of facilities utilized

1 by the Project, is subject to a certain Solar Project Reclamation Agreement dated on or
2 about June 10, 2025 (collectively, "**Scarlet IV Agreement**"), to which APPLICANT is
3 not, and shall not be, an intended third-party beneficiary by virtue of this Agreement.
4 APPLICANT represents and warrants to COUNTY that the Project's use of
5 infrastructure covered by the Scarlet IV Agreement is not at the direction or otherwise
6 as a result of a decision by COUNTY.

7 G. The Project will be situated on and within multiple parcels consisting of approximately
8 2,000 acres, identified in the Approvals, generally located in unincorporated Fresno
9 County, bounded by State Route 33 (SR 33 also known as S. Derrick Avenue) to the
10 west, West Manning Avenue to the south, S. Merced Avenue to the east, and W. Adams
11 Avenue to the north, W. South Avenue bisects the site from east to west, approximately
12 7 miles west of the unincorporated community of Tranquillity, as more particularly
13 shown on **Exhibit B**, attached hereto and incorporated herein by reference solely for
14 the purpose of illustrating the location of the Project.

15 H. Generally, the Reclamation Plan states that, at the end of its expected 35-year useful
16 life, the Project would be decommissioned and dismantled, and the Project site restored
17 to an agricultural use-ready condition in accordance with all applicable codes and
18 regulations.

19 I. The Project will be situated on parcels commonly referred to by Assessor's Parcel
20 Numbers ("**APNs**") 028-070-33S, 028-070-01S, 028-071-02, 028-071-04, 028-071-07,
21 028-071-13, 028-071-15, 028-071-16, 028-071-17, 028-071-21, 028-071-06S, 028-
22 071-20, 028-071-45, 028-071-44, 028-071-40, 028-071-43, and 028-071-41, as more
23 particularly described on **Exhibit B-1**, attached hereto and incorporated herein by
24 reference. The property described in Exhibit B-1 is referred to herein as the "**Property**."

25 J. APPLICANT represents to COUNTY that fee title to the parcels commonly referred to
26 by APNs 028-071-45, 028-071-44, 028-071-40, 028-071-43, and 028-071-41 was
27 vested in RE Scarlet LLC, a Delaware limited liability company ("**Property Owner**"), by
28 Grant Deed from Westlands Water District, recorded in the Official Records of the

County of Fresno on October 1, 2021 at 2:29 PM as Instrument No. 2021-0161201. APPLICANT represents to COUNTY that fee title to the remainder of the Property (other than APNs 028-071-45, 028-071-44, 028-071-40, 028-071-43, and 028-071-41) was vested in Property Owner, by Grant Deed from APPLICANT recorded in the Official Records of the County of Fresno on March 3, 2025 at 12:08 PM as Instrument No. 2025-0021973.

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

L. To secure APPLICANT's faithful performance of all of its obligations under the Reclamation Plan, the Planning Commission further required APPLICANT to maintain a financial assurance "in the form of cash and maintained through an escrow arrangement acceptable to the County of Fresno." The amount of this Cash Security (defined in Section 2(a) below) "shall (1) initially cover the project owner's cost of performing its obligations under the reclamation agreement..., based on the final County of Fresno-approved design of the project, which cost estimate shall be provided by the project owner to the County of Fresno, and be subject to approval by the County of Fresno, and (2) be automatically increased annually, due to increases in costs, using the Engineering News-Record construction cost index."

M. APPLICANT shall make the deposit of the Cash Security into an escrow account, as required herein, which shall be (i) in the initial minimum amount equal to the licensed professional engineer's written cost estimate, which is **five million, seventy-eight**

thousand, three-hundred and forty-eight, and 24/100 dollars (\$5,078,548.24) (“Initial Minimum Deposit”), plus such annual increases reflecting increased construction costs reflected in the Engineering News-Record (“ENR”) construction cost index and each such subsequent deposit by APPLICANT shall be without the requirement of any demand or notice by COUNTY, (ii) subject to an Escrow Agreement (defined below), in a form and substance satisfactory to COUNTY as provided in this Agreement, among COUNTY, APPLICANT, and a financial institution having minimum Federal Deposit Insurance Corporation (FDIC) insurance coverage under this Agreement, and (iii) the initial amount of such deposit shall be in compliance with this Agreement and the Escrow Agreement prior to COUNTY’s issuance of any Grading or Development Permits.

N. APPLICANT represents to COUNTY that APPLICANT intends to diligently undertake and complete construction of the Project.

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

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

1. APPLICANT’S OBLIGATIONS.

(a) Compliance with Reclamation Plan.

APPLICANT agrees that all of APPLICANT’s activities set forth in the Reclamation Plan with respect to the Project shall be deemed as requirements of APPLICANT under this Agreement and are enforceable by COUNTY under the terms and conditions of this Agreement. APPLICANT shall, at its own cost, fully perform and comply with all of the provisions of the Reclamation Plan, including without limitation Section 5 (Decommissioning

and Restoration Process) and Section 6 (Decommissioning Costs and Financial Assurances) thereof with respect to the Project, and decommission, dismantle, and remove the entire Project, and reclaim all of the Property to its pre-Project condition as an agricultural use-ready condition in accordance with all applicable codes and regulations 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 the Director: (i) there has not been substantial development of the Project within two (2) years following the COUNTY's Planning Commission's approval of, and issuance to APPLICANT, CUP No. 3677; (ii) the Project, or a substantial portion thereof, has not, following completion of construction of the Project, or any phase thereof, 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 this Agreement; (iii) the expiration or early termination of CUP No. 3677, as amended; or (iv) thirty-five (35) years from the commencement of operation of the Project (each, an "**Event of Project Cessation**"). If there are any inconsistencies between the terms and conditions of this Agreement (excluding the Reclamation Plan) and the provisions of the Reclamation Plan with respect to the Project and/or the Property, such inconsistencies shall be resolved by giving precedence to the terms and conditions this Agreement (excluding the Reclamation Plan) over the provisions of the Reclamation Plan with respect to the Project and/or the Property.

(b) Notice to COUNTY.

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

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

6 In addition to the foregoing paragraph, upon COUNTY's written request to APPLICANT,
7 which shall be made in the manner for providing notice pursuant to Section 5 of this
8 Agreement, concerning whether there is any Event of Project Cessation, APPLICANT shall,
9 not later than ten (10) calendars days after receipt of such request, provide written responsive
10 notice to COUNTY pursuant to Section 5 of this Agreement, which responsive notice shall be
11 accompanied by copies of, or electronic links to, the records, so requested by COUNTY,
12 concerning the status of the Project's development, and of the Project's operation and
13 electricity production. APPLICANT shall retain and maintain such records for a minimum of
14 five (5) years from their creation.

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

16 It is understood that time is of the essence in the performance of all obligations under
17 this Agreement and the Reclamation Plan. Any reference in this Agreement to "business days"
18 shall mean COUNTY's business days.

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

20 Prior to APPLICANT obtaining any Grading or Development Permits from COUNTY
21 with respect to the Project, or any portion thereof, the following shall have occurred to
22 COUNTY's satisfaction: pursuant to subsection 2(b) of this Agreement, (1) APPLICANT,
23 COUNTY, and the Escrow Agent (as defined in subsection 2(a) of this Agreement), have
24 entered into an Escrow Agreement (as defined in subsection 2(a) of this Agreement), and
25 APPLICANT has delivered such fully-executed Escrow Agreement to COUNTY, and (2) by the
26 terms of the Escrow Agreement, APPLICANT has irrevocably delivered to the Escrow Agent
27 the initial amount of the Cash Security for the Escrow Agreement, which shall be in the amount
28 of the Initial Minimum Deposit (as defined in Recital M of this Agreement) for the Project, and,

1 the Escrow Agent has given COUNTY written confirmation of the Escrow Agent's receipt of
2 such Initial Minimum Deposit; and (ii) pursuant to Section 7 of this Agreement, the Recordation
3 of the Easement (as defined in Section 7 of this Agreement) has occurred, as provided by and
4 in compliance with Section 7 of this Agreement.

5 **2. SECURITY FOR APPLICANT'S OBLIGATIONS.**

6 **(a) Definitions.**

7 **"Cash Security"** means and includes all of the then-current amount of the cash, which
8 shall be in immediately available United States currency ("**US Currency**"), or any portion
9 thereof, including APPLICANT's initial deposit of the cash pursuant to Section 2 of this
10 Agreement, and any annual increases of such cash as a result of any interest income earned
11 on the Cash Security or as a result of any additional cash deposits required by this Agreement,
12 all as to be held on deposit by the Escrow Agent for the sole benefit of the County under the
13 Escrow Agreement, less any County drawings of the Cash Security under the Escrow
14 Agreement.

15 **"Escrow Agent"** means a financial institution, appointed jointly by APPLICANT and
16 COUNTY (or otherwise, if necessary, by a court of competent jurisdiction), that receives the
17 Cash Security from APPLICANT, and is authorized under the Escrow Agreement to hold the
18 Cash Security, and to disburse the Cash Security to COUNTY upon COUNTY's drawing
19 thereunder. APPLICANT and COUNTY propose to jointly appoint, United Security Bank N.A.
20 as the initial Escrow Agent.

21 **"Escrow Agreement"** means an agreement by and among APPLICANT, COUNTY,
22 and the Escrow Agent, which is the arrangement by which APPLICANT irrevocably deposits
23 the Cash Security with the Escrow Agent, and by which there are any annual increases of such
24 cash as a result of any interest income earned on the Cash Security or as a result of any
25 additional cash deposits required by this Agreement, and which such increases and additional
26 cash deposits are deemed irrevocable once increased or deposited, as applicable, for the sole
27 benefit of COUNTY, to enable APPLICANT to secure its faithful performance of all of its
28 obligations under this Agreement.

1 **(b) Cash Security.**

2 As security to COUNTY for APPLICANT's faithful performance of all of its obligations
3 to comply with the Reclamation Plan and the terms and conditions of this Agreement,
4 APPLICANT shall, and shall cause an Escrow Agent to, not later than five (5) business days
5 subsequent to the execution of this Agreement by the Parties, enter into an Escrow Agreement
6 among APPLICANT, COUNTY, and the Escrow Agent. Within three (3) business days
7 following APPLICANT's, COUNTY's, and the Escrow Agent's execution of such Escrow
8 Agreement, APPLICANT shall irrevocably deliver to the Escrow Agent the initial amount of the
9 Cash Security for the Escrow Agreement, which shall be in the amount of the Initial Minimum
10 Deposit (as defined in Recital M of this Agreement) for the Project. The amount of the Cash
11 Security is not a limitation on APPLICANT's obligations under this Agreement or the
12 Reclamation Plan.

13 Not later than December 1, 2025 (the end of the first full calendar year following the
14 preparation of the engineer's written cost estimate), and December 1 of each year following
15 the Effective Date hereof, APPLICANT shall, without the requirement of any demand or notice
16 by COUNTY, deposit additional cash necessary to cause the Cash Security to be increased
17 by a percentage equal to any annual increase in construction costs reflected in the ENR
18 construction cost index from October 1 of the previous year to October 1 of the then-current
19 year. As of the Effective Date, the ENR construction cost index is available at the following
20 Web address: ENR.com

21 As an example, assuming there is an annual increase in construction costs for 2025
22 (*i.e.*, the current year), if the ENR construction cost index for the period of October 1, 2024
23 (*i.e.*, for the previous year) through October 1, 2025 (*i.e.*, for the current year) reflects a 3.5%
24 increase in the cost of construction for 2025, APPLICANT would be required, by December 1,
25 2025, to deposit into the Cash Security an amount equal to 3.5% of the then total Cash
26 Security. Such calculations shall be made as if APPLICANT timely deposited the total amount
27 of the Initial Minimum Deposit (as defined in Recital M of this Agreement).
28

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

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

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1 **(c) Escrow Agreement.**

2 The Escrow Agreement shall be in a form and substance acceptable to COUNTY. The
3 Escrow Agent shall be acceptable to COUNTY. Without limiting the generality of the foregoing
4 requirements of the Escrow Agreement and Escrow Agent, APPLICANT shall, and shall cause
5 the Escrow Agent to, enter into an Escrow Agreement among APPLICANT, COUNTY and the
6 Escrow Agent in compliance with the following major requirements of the Escrow Agreement,
7 which major requirements are not an exhaustive list of requirements for the Escrow
8 Agreement:

9 (1) As provided in subsection 2(b) of this Agreement, APPLICANT shall irrevocably deliver
10 to the Escrow Agent the Initial Minimum Deposit (as defined in Recital M of this
11 Agreement), in US Currency, as the initial Cash Security for the exclusive purposes of
12 the Escrow Agreement. The Escrow Agent shall receive, and upon receipt immediately
13 deposit, and hold the Cash Security only in a savings deposit account of the Escrow
14 Agent for the exclusive purposes of the Escrow Agreement. APPLICANT acknowledges
15 and agrees that a savings deposit account does not include a money market account,
16 a certificate of deposit, or any account which is not immediately liquid. The Escrow
17 Agent shall cause the Cash Security, while on deposit with the Escrow Agent under the
18 Escrow Agreement, to be (i) interest-bearing, at a savings deposit rate available to
19 members of the public, and (ii) fully insured by the FDIC up to the lesser of (1) the
20 amount of the Cash Security while on deposit with the Escrow Agent under the Escrow
21 Agreement, or (2) the then-current maximum FDIC insurance coverage available for an
22 FDIC-insured deposit account. The Cash Security shall be maintained by the Escrow
23 Agent as a separate savings deposit account with its own ownership classification as
24 being for the sole benefit of COUNTY, which savings deposit account shall be distinct
25 from any and all other accounts or funds of the APPLICANT that might be maintained
26 or held by the Escrow Agent or its parent or affiliates, to ensure that the maximum FDIC
27 insurance coverage available for an FDIC-insured deposit account shall apply to the
28 Cash Security. COUNTY shall not have any liability, either directly or indirectly, in

respect of any loss of any principal of, or any earnings on, the Cash Security, or any failure of the Escrow Agent to obtain earnings on the Cash Security.

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

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

(4) The Applicant, including its successors or assigns or anyone claiming through the Applicant, shall not have any rights whatsoever to use, control, or access, either directly or indirectly, or withdraw any funds from or borrow against the Cash Security, or to make any other demand of the Escrow Agent or the County with respect to the Cash Security.

(5) APPLICANT shall promise, covenant, and warrant to COUNTY and the Escrow Agent that the Cash Security is not and shall not at any time be subject to any attachments, seizures, garnishments, pledges, liens, encumbrances, levies, security interests, claims of any creditors, or writs, or court orders, judgments or decrees, of threat of any of the foregoing, all of which shall be of every nature whatsoever; and if any such conditions occur or are threatened, APPLICANT shall, to COUNTY's and the Escrow Agent's satisfaction, immediately remove, cure, or satisfy such conditions or threatened conditions, which may include the APPLICANT's deposit of an equal amount thereof of replacement funds into the Cash Security, which replacement funds shall satisfy the requirements of this subsection 2(c)(5), and promptly give the COUNTY and the Escrow Agent notice of such deposit. In the event of any such deposit of replacement funds by the APPLICANT into the savings account for the Cash Security, and the APPLICANT's prompt notice thereof, including the specific source of replacement funds and assurance that such replacement funds satisfy this Agreement and the Escrow Agreement, given to the COUNTY and the Escrow Agent, the COUNTY shall promptly

1 give notice to the APPLICANT and the Escrow Agent whether such replacement deposit
2 of funds is acceptable to the COUNTY, and the Escrow Agent shall promptly give notice
3 to the COUNTY and the APPLICANT whether such replacement deposit of funds is
4 acceptable to the Escrow Agent, and if both the COUNTY and the Escrow Agent so
5 accept, then the Escrow Agent shall promptly thereafter return to the APPLICANT the
6 funds so substituted, provided however, such notice given by the COUNTY shall not
7 preclude the COUNTY from enforcing the requirements of this Agreement and the
8 Escrow Agreement if such replacement deposit of funds is subsequently determined
9 not to satisfy this Agreement or the Escrow Agreement.

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

23 (7) APPLICANT shall promise, covenant, and warrant to COUNTY and the Escrow Agent
24 that if COUNTY attempts to draw upon, or draws upon, the Cash Security, APPLICANT
25 (including APPLICANT's successors or assigns, or anyone claiming through
26 APPLICANT, or any other persons, firms, or entities acting at the direction, or under the
27 authority, of APPLICANT) shall not in any way whatsoever, either directly or indirectly,
28 defeat, interfere with, obstruct, or cause delay to said right of COUNTY to do so,

including, without limitation, demanding the Escrow Agent not to honor or pay COUNTY on any draw upon the Cash Security, or taking any legal action against COUNTY and/or the Escrow Agent, including the Escrow Funds, to stay, enjoin, or prevent COUNTY from drawing upon the Cash Security, or taking any legal action against the COUNTY and/or the Escrow Agent, including the Escrow Funds, to seek to suspend, invalidate, make unenforceable, or terminate the Escrow Agreement, provided however, nothing in this subsection 2(c)(7) precludes APPLICANT from any subsequent legal action against COUNTY, after COUNTY has made a drawing upon the Escrow Funds and actually received the drawn funds, on the ground that such drawing violated the Reclamation Agreement, provided further however, COUNTY shall not be precluded from bringing any cross-action against APPLICANT relating to same.

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

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

(d) Replacement Escrow Agreement.

If APPLICANT has not completed the performance of all obligations under this Agreement, as determined by COUNTY, the termination of an Escrow Agreement, shall not,

1 by itself, be a limitation on or otherwise affect APPLICANT's obligations to maintain the Cash
2 Security under an Escrow Agreement, as required herein. APPLICANT shall always cause the
3 Cash Security to be maintained by the Escrow Agent under an Escrow Agreement, as provided
4 herein, or under any replacement Escrow Agreement to be maintained by any new Escrow
5 Agent, as provided herein, without interruption in coverage, so that APPLICANT's performance
6 of its obligations under this Agreement are continuously secured by a Cash Security with an
7 Escrow Agent or new Escrow Agent, either by an Escrow Agreement or a replacement Escrow
8 Agreement, respectively, during the term of this Agreement. The requirements under this
9 Agreement for an Escrow Agreement shall apply to any replacement Escrow Agreement, and
10 the requirements under this Agreement for the Escrow Agent shall apply to any new Escrow
11 Agent. In the event that there should be a need for a replacement Escrow Agreement, the
12 determination whether a proposed replacement Escrow Agreement is acceptable to COUNTY,
13 COUNTY may consider whether the proposed replacement Escrow Agreement complies
14 substantially with the form and substance of the then-current Escrow Agreement.

15 **(e) APPLICANT Disinterested in Scarlet IV Agreement.**

16 Except if and to the extent that APPLICANT is party to the Scarlet IV Agreement (in
17 which case APPLICANT's rights and remedies as to the Scarlet IV Agreement are only those
18 expressly stated therein), APPLICANT understands, acknowledges, and agrees (1) that
19 COUNTY is permitted to exercise all remedies under the Scarlet IV Agreement without regard
20 to any impact on APPLICANT, whether foreseeable or not, (2) that APPLICANT has no rights
21 under the Scarlet IV Agreement and is not an intended third-party beneficiary thereof, (3) that
22 APPLICANT cannot and shall not seek any remedies with respect to COUNTY's actions taken
23 pursuant to the Scarlet IV Agreement, whether or not COUNTY is allegedly or actually in
24 breach of the Scarlet IV Agreement, (4) that COUNTY owes no duty or responsibility (including
25 without limitation a duty or responsibility to provide or forward notice), direct or indirect, to
26 APPLICANT under the Scarlet IV Agreement, and (5) that COUNTY is not responsible for
27 ensuring consistency between this Agreement and the Scarlet IV Agreement. APPLICANT
28 expressly acknowledges and agrees that APPLICANT shall have no rights or remedies under

the Scarlet IV Agreement, even where COUNTY's actions taken under the Scarlet IV Agreement cause an interruption the Project's connection with the grid, resulting directly in an Event of Default (defined in Section 3 below) by APPLICANT, except where COUNTY acts in violation of the terms of this Agreement, and only as provided by this Agreement, inclusive of Section 4(c) below. Nothing in this subsection 2(e) shall be construed as prohibiting APPLICANT from being made a party to or assignee of the Scarlet IV Agreement or a successor agreement thereto, provided that all parties to the Scarlet IV Agreement execute a written instrument to that effect in the manner provided for in the Scarlet IV Agreement (including without limitation the provisions of the Scarlet IV Agreement regarding assignment, transfer, and amendment). For the avoidance of doubt, in the event APPLICANT is party to the Scarlet IV Agreement, this Section 2(e) shall not limit APPLICANT's rights thereunder.

3. DEFAULT.

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

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

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

(c) APPLICANT fails to make the Initial Minimum Deposit of Cash Security with the Escrow Agent, as required under subsection 2(b) of this Agreement;

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

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

(f) APPLICANT or the Transferee (defined in Section 6 of this Agreement), if it is an entity, ceases to be an entity lawfully doing business in the United States, or if it is an

individual, ceases to be permanently and lawfully residing in the United States or dies, or in either such case, if not subject to service of process in California, ceases having an agent for service of process in California;

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

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

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

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

(k) Bankruptcy, reorganization, liquidation, arrangement, insolvency,

receivership or conservatorship proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against APPLICANT, and are not dismissed within ninety (90) calendar days of institution, or there is an assignment by APPLICANT for the benefit of creditors, or any similar action taken by or against APPLICANT, or APPLICANT is insolvent;

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

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

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

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

(p) Any breach or default by APPLICANT, including any event occurring or information becoming known that makes untrue any representation, covenant, or warranty to COUNTY by APPLICANT, including any event occurring or information becoming known that makes untrue any Property representation, covenant, or warranty to COUNTY under the Easement (as defined in Section 7 of this Agreement), which Easement (as defined in Section 7 of this Agreement) are required and provided under Section 7 of this Agreement;

(q) The inability of COUNTY to access the Property, or any part thereof necessary (in the sole and absolute discretion of the Director) to reclaim the Project under this agreement, due to the inaccuracy or deficiency of any representation, covenant, or warranty to COUNTY by APPLICANT under the Easement (as defined in Section 7 of this Agreement),

1 which Easement (as defined in Section 7 of this Agreement) are required and provided under
2 Section 7 of this Agreement;

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

23 **(s)** Except if and to the extent that APPLICANT is party to the Scarlet IV
24 Agreement (in which case APPLICANT's rights and remedies as to the Scarlet IV Agreement
25 are only those expressly stated therein), APPLICANT attempts to assert any right or remedy
26 under the Scarlet IV Agreement, or otherwise interferes with the COUNTY's execution of
27 COUNTY's rights and remedies under the Scarlet IV Agreement.
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1 **4. COUNTY'S REMEDIES.**

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

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

24 Notwithstanding anything to the contrary in this Agreement, if the Director determines,
25 in his or her sole and absolute discretion, that there is a potential for a lapse of an Escrow
26 Agreement (or any replacement Escrow Agreement) without the Parties having first entered
27 into a replacement Escrow Agreement that will provide continuous deposit in escrow of the
28 Cash Security, COUNTY may, through the Director and without action of COUNTY's Board of

Supervisors, provide notice thereof to APPLICANT (unless there are any circumstances beyond the Director's control that would frustrate the Director's ability to provide such notice, then such notice shall not be required to be provided by the Director to APPLICANT), and immediately draw on the Cash Security, and hold it with COUNTY's Auditor-Controller/Treasurer-Tax Collector, to be deposited with a new Escrow Agent, on behalf of APPLICANT, upon APPLICANT's delivery and the Parties' and the new Escrow Agent's execution of a replacement Escrow Agreement. Any Cash Security held by COUNTY's Auditor-Controller/Treasurer-Tax Collector need not be held in an interest-bearing account, and the COUNTY's Auditor-Controller/Treasurer-Tax Collector is under no obligation to obtain interest on the amount so held. Nothing in this subsection 4(a) prohibits or otherwise limits COUNTY from using the Cash Security under this Agreement, and any references herein to COUNTY's draw upon the Cash Security shall instead be accomplished by the Director's draw upon the COUNTY's Auditor-Controller/Treasurer-Tax Collector. Nothing in this paragraph relieves or otherwise limits APPLICANT's obligations under subsection 2(b) of this Agreement to make annual increases to the Cash Security, and in the event that the Cash Security is being held by COUNTY's Auditor-Controller/Treasurer-Tax Collector when APPLICANT shall make any such annual increase, APPLICANT shall deliver such annual increase to the COUNTY's Auditor-Controller/Treasurer-Tax Collector, and provide notice thereof to the Director in the same manner as required by subsection 2(b) of this Agreement.

(b) Use of Cash Security.

This Agreement, including the Easement (which is provided and required under Section 7 of this Agreement), does not impose any obligation, either express or implied, upon COUNTY to carry out any of the Reclamation, or any portion thereof, under this Agreement. If COUNTY draws upon the Cash Security, COUNTY, including its contractors, officers, agents, employees, and representatives (collectively, "**COUNTY PARTIES**"), shall use the proceeds thereof solely to perform the Reclamation in substantial conformity with the Reclamation Plan pursuant to this Agreement; provided however, any such act by any COUNTY PARTIES shall not obligate COUNTY to continue performance under, or to complete, such Reclamation Plan,

beyond the amount of such funds so drawn from the Cash Security. Subject to the limitation of COUNTY's obligations (but not the COUNTY's rights) in the foregoing sentence, COUNTY may, as COUNTY deems necessary, also use a portion of such funds drawn from the Cash Security for COUNTY's reasonable administrative and overhead costs in connection with the Reclamation, or any portion thereof, pursuant to the Reclamation Plan, and for COUNTY's reasonable costs, if any, that any of COUNTY PARTIES need to incur to obtain immediate, reasonable access to the Project and/or the Property, or any portion of the Project and/or the Property (including, without limitation, COUNTY's reasonable costs (including without limitation, legal fees and costs) of eliminating or obtaining any modifications of any interferences with the Easement and the rights granted therein, which Easement is required and provided under Section 7 of this Agreement), due to any Event of Default under subsection 3(o), subsection 3(p) and/or subsection 3(q) of this Agreement. COUNTY shall maintain records, for a period of one (1) year following the final use of any funds drawn from the Cash Security, documenting the use of those funds, and such records shall be made available to APPLICANT, within ten (10) calendar days following written request thereof by APPLICANT.

(c) APPLICANT Shall Not Interfere.

APPLICANT promises, covenants, and warrants that that if COUNTY attempts to draw upon, or draws upon, the Cash Security, APPLICANT (including APPLICANT's successors or assigns, or anyone claiming through APPLICANT, or any other persons, firms, or entities acting at the direction, or under the authority, of APPLICANT) shall not in any way whatsoever, either directly or indirectly, defeat, interfere with, obstruct, or cause delay to said right of COUNTY to do so, including, without limitation, demanding the Escrow Agent not to honor or pay COUNTY on any draw upon the Cash Security, or taking any legal action against COUNTY, COUNTY PARTIES, and/or the Escrow Agent, including the Escrow Funds, to stay, enjoin, or prevent COUNTY from drawing upon the Cash Security, or taking any legal action against COUNTY, COUNTY PARTIES, and/or the Escrow Agent, including the Escrow Funds, to seek to suspend, invalidate, make unenforceable, or terminate the Escrow Agreement, provided however, nothing in this subsection 4(c) precludes APPLICANT from any subsequent

1 legal action against COUNTY, after COUNTY has made a drawing upon the Escrow Funds,
2 on the ground that such drawing violated the Reclamation Agreement, provided further
3 however, COUNTY shall not be precluded from bringing any cross-action against APPLICANT
4 relating to same.

5 **(d) Other Remedies.**

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

9 **5. NOTICES.**

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

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COUNTY:

APPLICANT:

If sent in any manner pursuant to this Section 5:

If sent by courier or personal delivery:

Director of Public Works and Planning
County of Fresno
2220 Tulare Street, Eighth Floor
Fresno, CA 93721

Attn: Chief Legal Officer
1501 McKinney, Suite 1300
Houston, Texas 77010

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

If sent by U.S. Postal Service:

Fresno County Counsel
Attn: Deputy County Counsel Assigned to
Land Use Matters
2220 Tulare Street, Fifth Floor
Fresno, CA 93721

Attn: Chief Legal Officer
P.O. Box 3827
Houston, Texas 77253

County Administrative Officer
Attn: Public Works and Planning Analyst
County of Fresno
Hall of Records
2281 Tulare Street, Room 304
Fresno, CA 93721

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

6. ASSIGNMENT.

(a) Conditions to Assignment.

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

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(b) APPLICANT Obligations Upon Assignment.

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

(c) Effect of Assignment.

Upon such satisfaction of the above conditions, APPLICANT shall be relieved from all obligations under this Agreement, save and except those obligations that, by their express language, survive such an assignment and transfer. In the event that APPLICANT assigns this Agreement as provided in Section 6 of this Agreement, COUNTY shall continue to have all of the rights under the Escrow Agreement, or any replacement Escrow Agreement, as applicable, held by COUNTY, unless and until COUNTY enters into a replacement Escrow Agreement

1 among the new Escrow Agent, COUNTY, and the Transferee, upon terms and conditions
2 acceptable to COUNTY, for the Transferee pursuant to Section 6 of this Agreement.
3 Notwithstanding the foregoing provisions of this subsection 6(c), the existing Escrow
4 Agreement may continue in effect according to its terms and conditions, if Transferee becomes
5 the sole APPLICANT under the Escrow Agreement.

6 **7. RECORDATION OF EASEMENT.**

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

19 Any reference to "**Encumbrances**" in the Easement shall mean, in their context, liens,
20 encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses,
21 easements, rights of way, rights of possession or occupancy, or any third-party interests, of
22 any kind.

23 The Parties acknowledge and agree that the Easement provides, among other things,
24 that the Easement is subject only to all superior matters of title on the Property, which have
25 been recorded against the Property in the official records of the Fresno County Recorder prior
26 to the Effective Time and Date (as defined in the Easement), including without limitation any
27 and all Encumbrances so recorded prior to the Effective Time and Date (as defined in the
28 Easement), provided however, that APPLICANT causes Property Owner to represent,

1 covenant, and warrant to COUNTY therein, notwithstanding anything to the contrary in the
2 Easement, that (i) as of the Record Title Date and Time (as defined in the Easement), the
3 Property was free and clear from any and all agreements, instruments, or documents, whether
4 unrecorded or recorded against the Property in the official records of the Fresno County
5 Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to
6 any of the foregoing), or create or assert any claim to any right, title, or interest in or to the
7 Property, or any portion thereof, including without limitation any and all Encumbrances, that
8 unreasonably interfere or would unreasonably interfere with the Easement, and the rights
9 granted therein, (ii) Property Owner has not, since the Record Title Date and Time (as defined
10 in the Easement), allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise
11 promised or agreed to any of the foregoing), will not allow, grant, confer, convey, ratify, confirm
12 (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity
13 from creating or asserting any claim to, any right, title, or interest in or to, the Property, or any
14 portion thereof, including without limitation any and all Encumbrances, that unreasonably
15 interfere or would unreasonably interfere with the Easement, and the rights granted therein,
16 and (iii) in the event of such unreasonable interference, Property Owner shall, at its own cost,
17 promptly, to the extent reasonably necessary, eliminate or modify such unreasonable
18 interference to the reasonable satisfaction of COUNTY, so that such interference is only a
19 reasonable interference with the Easement, and the rights granted therein; provided however,
20 COUNTY acknowledges that Property Owner may not disallow or prohibit a governmental
21 authority from exercising its sovereign right of eminent domain, and therefore, no
22 representation, covenant, or warranty is given in the Easement as to the disallowance or
23 prohibition of such governmental authority's exercise of such right.

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

1 Easement, executed by Property Owner, in recordable form, and upon COUNTY's receipt
2 thereof, COUNTY is authorized to immediately record, and shall promptly record, the
3 Easement against the Property in the official records of the Fresno County Recorder, and the
4 latest date of such recordation of such Easement shall be deemed to be the completion of the
5 recordation of the Easement (collectively, the "**Recordation of the Easement**"). COUNTY
6 shall promptly provide APPLICANT a copy of the receipt of such Recordation of the Easement.

7 **8. SATISFACTION OF RECLAMATION PLAN.**

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

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

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

eighty (180) calendar days of APPLICANT's receipt of the first Notice of Dissatisfaction. APPLICANT shall provide COUNTY written notice pursuant to Section 5 of this Agreement upon completion of the actions set forth in the Notice of Dissatisfaction. APPLICANT's completion of the actions set forth in the Notice of Satisfaction shall, upon COUNTY's determination, in its sole discretion, within forty (45) calendar days thereof, and notice thereof, which shall be given to APPLICANT pursuant to Section 5 of this Agreement within fifteen (15) calendar days following such determination, be deemed APPLICANT's satisfaction of its obligations under the Reclamation Plan and this Agreement.

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

9. GOVERNING LAW; VENUE.

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

10. CONSTRUCTION OF AGREEMENT.

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

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1 **11. SEVERABILITY.**

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

5 **12. HEADINGS.**

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

8 **13. THIRD-PARTY BENEFICIARIES.**

9 Notwithstanding anything else to the contrary herein, the Parties acknowledge and
10 agree that no other person (including any individual, firm, corporation, or entity [including
11 without limitation the "APPLICANT" under the Scarlet IV Agreement]) shall be deemed an
12 intended third-party beneficiary of this Agreement.

13 **14. INDEPENDENT CAPACITY.**

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

16 **15. LEGAL AUTHORITY.**

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

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16. APPLICANT'S AGENT FOR SERVICE OF PROCESS.

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

CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive,
Sacramento, CA 95833

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

17. COUNTERPARTS.

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

18. AMENDMENT.

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

19. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between APPLICANT and COUNTY with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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

(1) First, the Easement (Exhibit C),

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

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

(4) Fourth, the Third Addendum to the Reclamation Plan (Exhibit A),

(5) Fifth, the balance of the Reclamation Plan, including the first and third addenda (Exhibit A), and

(6) Sixth, the Map of Property (Exhibit B).

20. ELECTRONIC SIGNATURES.

The Parties agree that this Agreement may be executed by electronic signature as provided in this Section 20.

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

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

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

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

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

4 (Signature page follows.)
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1 IN WITNESS WHEREOF, APPLICANT and COUNTY hereby execute this Agreement
2 as of the date first written above.

3
4 **APPLICANT:**
5 **EDPR CA Solar Park VI, LLC,**
6 a Delaware limited liability company

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


DocuSigned by:


By: Sandhya Ganapathy
Chief Executive Officer and Executive
Vice President

By: Ernest "Buddy" Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

Date: May 21, 2025

Date: _____

Signed by:


By: Gabriel Yamal
Executive Vice President, Western and
Central Regions, Mexico and Energy
Storage

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

By: _____
Deputy

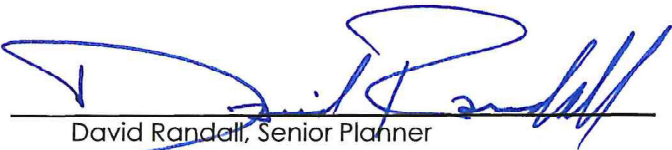
Date: May 21, 2025

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EXHIBIT A
Reclamation Plan
[See Attached]

Reviewed and accepted 7/8/2024



David Randall, Senior Planner

Sonrisa Solar Energy Project

Reclamation Plan

Prepared for

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

Prepared by

HELIX Environmental Planning, Inc.
1180 Iron Point Road, Suite 130
Folsom, CA 95630

July 2024 | 03062.00004.001

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ACRONYMS AND ABBREVIATIONS

AC	alternating current
CDA	Community Development Agency
County	County of Fresno
CUP	Conditional Use Permit
DC	direct current
dS/m	decisiemens per meter
EC	electrical conductivity
ESP	exchangeable sodium percentage
gen-tie	generation intertie
MMRP	Mitigation, Monitoring and Reporting Program
NAS Lemoore	Naval Air Station Lemoore
O&M	Operations and Maintenance
PG&E	Pacific Gas & Electric Company
Plan	Scarlet Solar Energy Project Reclamation Plan
PV	photovoltaic
SCADA	supervisory control and data acquisition

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1.0 INTRODUCTION

1.1 PURPOSE OF THE PLAN

The Sonrisa Solar Energy Project Reclamation Plan (Plan) outlines a framework for decommissioning and post-operational restoration of the Sonrisa Solar Energy Project (project). This Plan is submitted to fulfill the requirements of the Fresno County Solar Facility Guidelines (Fresno County 2017) related to post-operational site reclamation.

The purpose of this Plan is to outline a framework for the removal of the power generation equipment at the end of the project's operational life and to return the project site to a condition as close to a pre-construction state as possible. The project energy generation equipment is expected to have a life of up to 35 years. At the end of the useful life of the project, the project owner or operator will restore the project site such that it may be re-used or sold or will provide the County of Fresno (County) with the financial assurances to conduct such work in the event that the owner or operator is incapable of performing such work. The procedures outlined in this Plan will ensure that the project owner, operator, and contractors protect public health and safety, provide environmental protection, and comply with applicable regulations. Additionally, should the facility not be re-used, this Plan describes methods to decommission the facility and restore the site to pre-development conditions. Should the site be recommissioned rather than decommissioned, it will be done so in accordance with County permitting requirements.

A Final Reclamation Plan will be prepared and finalized in the months prior to decommissioning which will address the approved project, proposed land uses of the site post-decommissioning, and the applicable rules and regulations in place at that time.

1.2 FRESNO COUNTY SOLAR FACILITY GUIDELINES

The Fresno County Solar Facility Guidelines (Fresno County 2017) require that as part of the application review process, the applicant will provide a Reclamation Plan detailing the lease life, timeline for removal of the improvements, and specific measures to return the site to the agricultural capability prior to installation of solar improvements. The Guidelines also include detailed guidance for the minimum content of Reclamation Plans (addressed in Section 2 of this Plan).

1.3 PROJECT LOCATION AND OVERVIEW

The project site is an approximately 2,181-acre site located in unincorporated Fresno County, approximately 4 miles west-southwest of the community of Tranquillity and approximately 7.4 miles east of Interstate 5 (I-5). The existing Pacific Gas and Electric Company's (PG&E) Tranquillity Solar Generating Facility is approximately 0.75 mile southwest of the project site. The project site would encompass 23 parcels¹ generally located south of West Adams Avenue, north of West Manning Avenue, east of State Route (SR) 33 (South Derrick Avenue), and west of South San Mateo Avenue. A total of 6 parcels, Assessor's Parcel Numbers (APNs) 028-071-47, 028-071-40, 028-071-41, 028-071-43, 028-071-44, and 028-071-45, are currently owned by EDP Renewables North America LLC. The remaining 17

¹ The project parcels include: 028-071-01, 028-071-02, 028-071-04, 028-071-06, 028-071-07, 028-071-13, 028-071-15, 028-071-16, 028-071-17, 028-071-20, 028-071-21, 028-071-33, 028-071-35, 028-071-36, 028-071-40, 028-071-41, 028-071-43, 028-071-44, 028-071-45, 028-071-47 (Shared Facility), 028-071-55, 028-101-72 (Shared Facility; Portion), and 028-101-74 (Shared Facility; Portion).

parcels are currently owned by Westlands Water District²; however, EDP Renewables North America LLC holds agreements with Westlands Water District for these parcels. Refer to Figure 1, *Regional Location Map*, in Appendix A for the project site in the region.

The project is proposed to construct, operate, maintain, and decommission a 200-megawatt (MW) solar photovoltaic (PV) electricity generating facility, energy storage system, and associated infrastructure. The project would provide solar power to utility customers by interconnecting to the regional electricity grid at PG&E Tranquillity Switching Station.

The project would operate year-round to generate solar electricity during daylight hours and would store and dispatch power to the energy storage system during both daylight and non-daylight hours. The project is anticipated to be constructed as early as late 2024. The exact timing of project construction is dependent on opportunities in the solar market, but the project is currently anticipated to be online in 2026.

Components of the project would include the following, which are further described below:

- Groups of solar arrays (arrays include PV modules and steel support structures, electrical inverters, transformers, cabling, and other infrastructure);
- One electrical substation;
- A switchyard, including one high-voltage 230 kV utility switchyard, telecommunications infrastructure, and two 65-foot high dead-end structures;
- Approximately 3.5 miles of 230 kV generation intertie (gen-tie) transmission line (from the substation and project 230 kV switchyard) to connect to the existing PG&E Tranquillity Switching Station;
- Improvements to PG&E electrical infrastructure, including a minor expansion of PG&E's Tranquillity Switching Station and approximately 1,900 feet of PG&E 230 kV transmission line to connect the 230 kV gen-tie line to the Tranquillity Switching Station;
- A 184 MW energy storage system, consisting of battery and electrical cabling; and
- Other necessary infrastructure, including one permanent operations and maintenance (O&M) building, a septic system and leach field, a supervisory control and data acquisition (SCADA) system, a meteorological data system, buried conduit for electrical wires, overhead collector lines, on-site access roads, a shared busbar,³ lighting, and wildlife-friendly security fencing.

² The Westlands Water District acquired these properties as part of the following settlements: (1) the September 3, 2002 settlement agreement reached among the United States, Westlands Water District, and others in the Sumner Peck Ranch et al. v. Bureau of Reclamation et al. lawsuit; (2) the Britz settlement (a separate action executed on September 3, 2002); and (3) the 2002 settlement agreement reached in the Sagouspe et al. v. Westlands Water District et al. lawsuit.

³ A busbar is a system of electrical conductors in a generating or receiving station on which power is concentrated for distribution to several electrical circuits.

This project is anticipated to remain in operation for up to 35 years from completion of construction. Figure 2, *Site Plan*, in Appendix A shows the location of the components of the proposed project and associated facilities.

2.0 RECLAMATION PLAN CONTENT

The County Solar Facility Guidelines include guidelines for preparing a Reclamation Plan (Fresno County 2020). Each of the requirements is addressed individually below.

1. Description of present use of the site;

The existing land use of the project site is primarily dry-farmed agriculture. For the past 10 years, the project site has been intermittently in low-yield agricultural production (tilled, seeded, and harvested for winter wheat); intermittently irrigated (drip or sprinkler) and harvested for alfalfa seed or other crops; or disked twice a year and left fallow.

2. Describe the proposed alternative use of the land (all equipment to be installed above and underground, structures, fencing, etc.);

Section 1.3 includes a description of the proposed project facilities. The PV modules will be installed on steel posts supported by piles. Inverters, transformers, substations, electrical storage system containers, and the O&M building will be installed on concrete pads and/or be supported by piles. The collection system will be installed overhead and/or underground. Additional facilities include the 230 kV utility switchyard, telecommunications infrastructure, two 65-foot-high dead-end structures, SCADA system, meteorological data system, septic system with leach field, and wildlife-friendly security fencing.

3. Duration of the alternative use of the property (specify termination date);

The proposed facility is expected to be in commercial operation for approximately 35 years from the commencement of operations. Extension of use would be in accordance with County permitting requirements.

4. Address ownership of the property (lease or sale);

A total of 6 parcels, APNs 028-071-47, 028-071-40, 028-071-41, 028-071-43, 028-071-44, and 028-071-45, are currently owned by EDP Renewables North America LLC. The remaining 17 parcels are currently owned by Westlands Water District; however, EDP Renewables North America LLC holds agreements with Westlands Water District for these parcels.

5. Describe how the subject property will be reclaimed to its previous agricultural condition (if applicable), specifically:

- a. Timeline for completion of reclamation after solar facility lease has terminated (identify phasing if needed);
- b. Handling of any hazardous chemicals/materials to be removed;
- c. Removal of all equipment, structures, buildings, and improvements at and above grade;
- d. Removal of any below-grade foundations;

- e. Removal of any below-grade infrastructure (cables/lines, etc.) that are no longer deemed necessary by the local public utility company;
- f. Detail any grading necessary to return the site to original grade;
- g. Type of crops to be planted; and
- h. Irrigation system details to be used (existing wells, pumps, etc. should remain throughout the solar facility use);

Procedures to remove the facility and restore the project site back to pre-project conditions are included in Section 3 of this Plan. A total of 17 parcels are currently owned by Westlands Water District; however, EDP Renewables North America LLC holds agreements with Westlands Water District for these parcels. The remaining 6 parcels are currently owned by EDP Renewables North America LLC. In consideration of these restrictions, this Plan contemplates decommissioning the project and stabilizing the site but does not propose additional actions to restore agricultural capacity to the property beyond its present condition on those parcels.

- 6. A Site Plan shall be submitted along with the text of the Reclamation Plan showing the location of equipment, structures, above and underground utilities, fencing, buffer area, reclamation phasing, etc.;

A Site Plan is included as Figure 2 in Appendix A.

- 7. An engineering cost estimate of reclaiming the site to its previous agricultural condition shall be submitted for review and approval;

Per the Solar Facility Guidelines for a Final Reclamation Plan, the engineer cost estimate to implement the Reclamation Plan will be provided following project approval and will be included in this Plan as Appendix B.

- 8. Financial assurances equal to the cost of reclaiming 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 may take the form of cash, letter of credit or bond that complies with Section 66499 of the California Government Code, et seq.;

Financial assurances will be provided based on the engineer cost estimate noted under item 7, above.

- 9. Evidence that all owners of record have been notified of the proposed Reclamation Plan.

As discussed under item 4, above, a total of 6 parcels are currently owned by EDP Renewables North America LLC. The remaining 17 parcels are currently owned by Westlands Water District; however, EDP Renewables North America LLC holds agreements with Westlands Water District for these parcels.

3.0 BASELINE CONDITIONS

3.1 SOIL CONDITIONS

Table 1, *Project Site Soils Land Capability Classification and Storie Index Scores*, describes the project’s soil classifications according to various systems used in California. Refer to Figure 3, *Soils Map*, in Appendix A for the distribution of soils on the project site. The site consists of the Tranquility clay, Ciervo clay, and Calfax clay loam, as shown in Table 1.

Table 1
PROJECT SITE SOILS LAND CAPABILITY CLASSIFICATION AND STORIE INDEX SCORES

Map Symbol	Mapping Unit	Acres	Proportion Project Site	LCC Rating	LCC Rating Value	Storie Index Rating Class	Storie Index Rating Class
286	Tranquility clay, saline-sodic, wet	1,274.9	0.60	IIIw	60	5	Grade 5 – Poor
461	Ciervo clay, saline-sodic, wet	336.4	0.16	III _s	60	26	Grade 4 – Poor
482	Calfax clay loam, saline-sodic, wet	529.8	0.24	III _s	60	39	Grade 4 – Poor
TOTAL		2,141.1	1.00	--	--	--	

Source: NRCS 2023
Notes: LCC – Land Capability Classification.

Land Capability Classification (LCC) demonstrates the suitability of soils for growing field crops. Based on LCC, the site’s LCC soil rating is Class 3. Class 3 soils have severe limitations that reduce the choice of plants or require special conservation practices, or both. The letter “s” in the LLC Rating column in Table 1 indicates that the soil is limited mainly because it is shallow, droughty, or stony, and the letter “w” indicates that water in or on the soil interferes with plant growth or cultivation (in some soils the wetness can be partly corrected by artificial drainage).

The Storie Index Rating provides a numeric rating (based on a 100-point scale) of the relative degree of suitability or value of a given soil for intensive agriculture use. This rating is based upon soil characteristics only. Named components are assigned grades according to their suitability for general intensive agriculture as shown by their Storie index ratings. The six grades and their range in index ratings are: Grade 1—80 to 100; Grade 2—60 to 79; Grade 3—40 to 59; Grade 4—20 to 39; Grade 5—10 to 19; and Grade 6—less than 10 (USDA 2006). As shown in Table 1, the soils on the site are classified as poor and have ratings of 4 and 5.

The LCC rating for each soil type and the Storie Index rating was determined based on the Soil Survey for Fresno County (USDA 2006).

3.2 HISTORICAL AGRICULTURAL USE

The project site is primarily dry-farmed agriculture that has been intermittently irrigated. For the past 10 years, the project site has been in low-yield agricultural production (tilled, seeded, and harvested for winter wheat); intermittently irrigated (drip or sprinkler) and harvested for alfalfa seed or other crops;

or disked twice a year and left fallow. The site is subject to high levels of selenium and a water table that does not provide sufficient drainage for most commercially irrigated crops.

For the portion of the project site that is cultivated without the benefit of irrigation, the productivity of these crops depends entirely on rainfall. When the unirrigated crops fail to mature to harvest, the land is grazed as rangeland grasses.

4.0 PROJECT FACILITY AND EQUIPMENT

The project would be comprised of solar panels, inverters, access roads, an O&M building, septic system and leach field, and electrical equipment including substations, battery storage enclosures, and wiring. The site would be secured by an up to 8-foot-high chain link perimeter fence, topped with three-strand barbed wire, through which multiple points of ingress/egress would be accessed by locked gates.

4.1 FOUNDATIONS

Concrete foundations (equipment pads) would be required for energy storage containers, substation dead-end structures, project inverters, transformers, and switchgear. The O&M building would be constructed on a concrete foundation. Foundations would vary in depth based on micro-siting of these elements but would range from approximately 6 inches to 36 inches. PV arrays would be supported by steel piles that are driven directly into the substrate and will not require concrete foundations.

4.2 SOLAR PV ARRAYS AND RACKING

The PV modules would be manufactured at an off-site location and then transported to the project site. The PV modules would be mounted on a galvanized metal racking system (that would include a metal single-axis utility-scale tracker or a fixed-tilt racking system) and would be connected to inverter-transformer stations. The modules would be made of a semiconductor material covered by a tempered glass pane or otherwise sealed for long-term outdoor durability. PV modules would be dark colored, highly absorptive, and minimally reflective. As previously mentioned, the structures supporting the PV modules consist of steel piles, driven into the substrate.

4.3 ENERGY STORAGE SYSTEM

The project would include a battery storage system capable of storing up to 184 MW of electricity and conducting energy to the regional electricity grid. The storage system will consist of battery banks housed in electrical enclosures and buried electrical conduit. The project will use one of a number of commercially available energy storage technologies, including but not limited to Lithium-ion (Li-ion) or flow batteries. The energy storage system will either be dispersed throughout the project site, connected to the PV array via direct current ("DC-coupled"); or concentrated in one location on the site, connected to the PV array via alternating current ("AC-coupled").

4.4 ELECTRICAL COLLECTION, INVERTERS, AND TRANSFORMERS

Panels would be electrically connected into panel strings using wiring attached to the panel racking system. Panel strings would be electrically connected to one another via overhead and/or underground wiring installed from the panel strings to combiner boxes located throughout the PV arrays. Wire depths

would be in accordance with local, state, and federal codes, and would likely be buried at a minimum of 18 inches below grade by excavating a trench wide enough to accommodate the cables. To accommodate the cables, a polyvinyl chloride (PVC) conduit may be installed in the trench, or, alternatively, cable rated for direct burial would be installed. Where used, overhead cables would be installed on wood poles up to 50 feet in height.

Each 2 MW block of the project would include an inverter-transformer station. Each inverter-transformer station would be constructed on a concrete pad or steel skid measuring approximately 40 feet by 25 feet; however, the final size would depend on available technology and market conditions. Each inverter and transformer station would contain a DC combiner (which would collect DC electrical power from the PV modules), up to four inverters, a transformer, an auxiliary power transformer, and a switchboard approximately eight to 11 feet high. If required based on site meteorological conditions, an inverter shade structure would be installed at each pad. The shade structure would consist of wood or metal supports and a durable outdoor material shade structure (metal, vinyl, or similar). The shade structure would extend up to 10 feet above the top of the inverter pad.

4.5 SUBSTATION AND GEN-TIE TRANSMISSION LINES

The project would include one substation. The substation would occupy an approximately 27,000-square-foot (150 feet by 180 feet) area enclosed by an approximately 8-foot-high chain link fence topped with one foot of barbed wire. The substation is anticipated to be shared with the Scarlet Solar Energy Project and would be located in the southwestern portion of parcel 028-071-47.

Structural components in the substation area would include transformers, footings, control buildings, metering stand, capacitor bank, circuit breaker and air disconnect switches, fiber optic telecommunications infrastructure, lighting mast, dead-end structure, and equipment storage containers. The substation area would be graded and compacted, and the equipment placed on concrete pads.

Because the substation transformers would contain oil as an insulating fluid, the substation would be designed to accommodate an accidental spill of transformer fluid using containment-style mounting. Each of the dead-end structures would require foundations excavated to a depth of 20 feet or more.

The gen-tie structures would include tubular steel poles and H-frame structures with foundations excavated to a depth of 20 feet or more. The overhead gen-tie line would be up to approximately 3.5 miles long and consist of up to 30 structures. The structures could be up to 150 feet tall, although most would likely be no more than 110 feet. Overhead gen-tie lines are anticipated to be shared with the Scarlet Solar Energy Project and would be located on portions of APNs 028-101-72, 028-101-74, 028-071-39, 028-111-01, 028-111-07, 028-111-10, 028-111-13, 028-111-14, 028-111-15, 028-111-16, 028-111-17, and 028-111-19.

4.6 SUPPORT FACILITIES

Support facilities include the 700-square-foot O&M building, SCADA system, and the meteorological data collection system. The O&M building would be located on a concrete foundation and would include plumbing, a septic system and leach field. The O&M building is anticipated to be shared with the Scarlet Solar Energy Project and will be located in the southwestern portion of APN 028-071-47.

The SCADA system would include buried fiber optic cables, and the SCADA system cabinet will be located in the control buildings in the substation facility. Telecommunication systems associated with the SCADA system would interconnect at PG&E's Tranquillity Switching Station.

4.7 FENCING

A dual purpose security and wildlife fence would be constructed around the project and would enclose all operational areas throughout the lifetime of the project through decommissioning. The fence design would reach up to 8 feet high and topped by three strands of barbed wire approximately one foot high.

4.8 DRIVEWAYS

The perimeter road and main access roads would be approximately 20 to 30 feet wide and constructed to be consistent with facility maintenance requirements and Fresno County Fire Department standards. These roads would be surfaced with gravel, compacted dirt, or another commercially available surface. Internal roads would have permeable surfaces and be approximately 12 to 20 feet in width or as otherwise required by Fresno County Fire Department standards. They will be treated to create a durable, dustless surface for use during construction and operation. This will likely involve surfacing with gravel, compacted native soil, or a dust palliative.

5.0 DECOMMISSIONING AND RESTORATION PROCESS

Decommissioning of the project is assumed to begin approximately 35 years after operation of the project is initiated. Project decommissioning may incorporate sale and/or recycling of some components; however, this Draft Reclamation Plan assumes that all equipment and facilities within and associated with the facility will be removed. All below grade improvements, including all infrastructure such as cables, wires, and lines, are required to be removed from the site during decommissioning, per Fresno County Solar Facility Guidelines. Decommissioning will be conducted in accordance with a Final Reclamation Plan that will be finalized in the months prior to initiation of decommissioning activities.

5.1 DECOMMISSIONING PROCEDURES AND TIMING

All decommissioning, reclamation, and restoration activities will adhere to the requirements of appropriate governing authorities and be in accordance with all applicable federal, state, and local permits. The reclamation and restoration process comprises removal of above ground structures; removal of below ground foundations and infrastructure; and restoration of topsoil, re-vegetation, and seeding. All below grade improvements, including all infrastructure such as cables, wires, and lines, are required to be removed from the site during decommissioning, per Fresno County Solar Facility Guidelines. Appropriate temporary (construction-related) erosion and sedimentation control best management practices (BMPs) will be used during the reclamation phase of the project. The BMPs will be inspected on a regular basis to ensure their function.

Reclamation of the project will occur within 24 months of either: (i) the expiration of the project's Conditional Use Permit (CUP) or (ii) the abandonment of the project without the project owner making efforts to cure a disruption of electricity production, whichever occurs first.

The project will include shared energy facilities with Phase IV of the Scarlet Solar Energy Project. The shared facilities will be located on APNs 028-071-47, 028-101-72, 028-101-74, 028-071-39, 028-111-01, 028-111-07, 028-111-10, 028-111-13, 028-111-14, 028-111-15, 028-111-16, 028-111-17, and 028-111-19. It is anticipated that the Sonrisa Solar Energy Project and Scarlet Solar Energy Project will share a general substation and O&M facility and parking area located in the southwest corner of APN 028-071-47. Additionally, shared transmission lines will be located on portions of APNs 028-101-72, 028-101-74, 028-071-39, 028-111-01, 028-111-07, 028-111-10, 028-111-13, 028-111-14, 028-111-15, 028-111-16, 028-111-17, and 028-111-19. All infrastructure that would be shared across projects (proposed Sonrisa Solar Energy Project and Scarlet Solar Energy Project) would be decommissioned at the end of the last phase that utilizes that infrastructure. In other words, reclamation of the infrastructure that would be shared across projects will occur within 24 months of either: (i) the later of the expiration of the Sonrisa Solar Energy Project or the Scarlet Solar Energy Project's Conditional Use Permit (CUP) or (ii) the abandonment of both the Sonrisa Solar Energy Project and the Scarlet Solar Energy Project without the project owner making efforts to cure a disruption of electricity production, whichever occurs first.

5.2 SITE PREPARATION ACTIVITIES

The project site will be prepared prior to commencement of decommissioning and salvage activities (including removal of facilities, Section 5.3, and site restoration, Section 5.6). These preparatory measures will include electrical inspections as well as inspections of any water tanks on site, access routes, drainage crossings, security fences, and gates to ensure all such components are safe and functional. Following these inspections, preparatory measures may be required including, but not limited to, electrical improvements, road improvements, as-needed vegetation clearing, fencing and gate repair, and removal and disposal of materials generated from the above-listed activities. Creation of temporary work area(s) to provide sufficient area for the lay-down of the disassembled project components and loading onto trucks will be required.

5.3 REMOVAL OF FACILITIES

This section describes the materials and other equipment that will require removal or salvage during the decommissioning process. Prior to, during, and after removal, project equipment and components will be inspected to ensure all components are safe and functional.

The equipment will generally be removed in reverse order of the installation, as follows:

1. Solar Array and Rack Disassembly
 - a. The solar facility will be disconnected from the utility power grid.
 - b. PV modules will be disconnected, collected, and either shipped to another project, salvaged, or submitted to a collection and recycling or disposal program. During decommissioning, PV panels will be de-energized and dismantled from the torque tubes by sliding the panels off the mounting saddles once the connector clips are removed. Next, the PV solar panels and rack supports will be removed in their entirety from the site. The panels will be carefully removed by hand and the rack supports will be removed by excavators with attachments, or other similar equipment. The panels will be placed on pallets and transported off-site.

- c. Aboveground and underground electrical interconnection and distribution cables that are no longer deemed necessary by the local public utility company will be removed and disposed of or recycled off-site by an approved recycling facility.
- d. PV module racking systems will be removed and may be recycled off-site by a metals recycler. The racking structure supporting the PV panels will be unbolted and disassembled using standard hand tools. The vertical steel piles, poles, and posts supporting the racks and all steel support piles will be completely removed and transported off-site for salvage or reuse. Other equipment and/or material will be removed from the site for resale, scrap value, recycled, or disposal depending on market conditions.

2. Pier and Foundation Removal

The larger slab-on-grade concrete foundations and support pads will be broken up by mechanical equipment (such as a backhoe-hydraulic hammer/shovel, or jackhammer), loaded onto trucks, and removed from the site. Concrete pads will be recycled or reused as clean fill at another location.

3. Electrical Demolition

- a. Electrical demolition includes the electrical equipment and infrastructure. DC combiner boxes, power aggregation wiring, Power Conversion Stations (DD recombiner/inverter/transformer modular units), sensors, weather stations, the gen-tie line connecting to the substation. Power Conversion Stations will be removed by cutting and removing the conduit and using a crane to place the unit in a salvage truck. All additional above ground cables would be cut and removed, including above ground conductors and grounding cable, and overhead lines. Decommissioning will require dismantling and removal of all aboveground electrical equipment and conduit below grade. Removal of substation equipment includes transformers, switches, structures, overhead lines, equipment pads, and grounding grid. Underground equipment to be removed consists of underground cables, conduit, and electrical lines. Equipment will be de-energized prior to removal; salvaged (where possible); placed in appropriate shipping containers; and secured in a truck transport trailer for transport off-site. All conductors are assumed to be removed and aggregated for recycling. All subterranean conduit, Power Conversion Stations, and other electrical equipment will be removed for off-site recycling or disposal. All decommissioning, recycling, and disposal of electrical devices, equipment and wiring/cabling will be conducted in accordance with applicable local, state, and federal standards and guidelines.
- b. The gen-tie to the PG&E Tranquillity Switching Station will be removed. Overhead electrical lines and poles will be removed and recycled, reused, or disposed of in accordance with regulatory requirements at the time of decommissioning, and holes from pole removal will be filled with clean fill.

4. Civil Site Reclamation

- a. The septic system and leach field will be removed.
- b. Fencing will be removed and will be recycled off-site by an approved recycler.

- c. Interior driveways and pre-fabricated bridges can either remain on-site for future use or be removed. Gravel will be repurposed either on- or off-site.

5.4 DEBRIS MANAGEMENT, DISPOSAL, AND RECYCLING

During the demolition process, removed materials and demolition debris will be placed in designated locations within the project site. The stockpiles will then be transported to an off-site recycling center, used equipment market for resale, or an approved landfill depending on the material being disposed of. Equipment will be salvaged or recycled wherever possible.

5.5 HAZARDOUS WASTE

Relatively small quantities of hazardous materials would be used during decommissioning. Disposal and transportation of hazardous waste will be conducted in compliance with appropriate state and federal laws, ordinances, regulations, and standards.

5.6 SITE RESTORATION

Soils will be restored to pre-project topographic conditions to prepare the site for the continuation of agricultural land uses. Areas planned for crop production within 12 months following decommissioning will be left unplanted.

All driveways and other areas compacted during original construction or by equipment used in the decommissioning will be tilled in a manner adequate to restore the sub-grade material to the proper density and depth consistent with adjacent properties. Holes and low areas resulting from the removal of project features such as piles, poles, and foundations will be filled with clean, compatible sub-grade material resulting from on-site decommissioning activities. After proper sub-grade depth is established, locally-sourced topsoil would be placed to a depth and density consistent with adjacent properties.

As previously mentioned, areas that will be revegetated may be limited to areas disturbed during decommissioning activities and that won't be used for crop production within 12 months following decommissioning. Areas planned for revegetation restoration will be prepared as follows: 1) Mow area; 2) Disk area; and 3) Hydraulic seeding project site using a rangeland seed mix of grasses and forage crops.

6.0 DECOMMISSIONING COSTS AND FINANCIAL ASSURANCES

6.1 ESTIMATED COST AND SALVAGE VALUES

The estimated budget will present a probable cost, in present value, for the decommissioning based on the assumption that the solar modules, module support structures, racking, electrical system, interconnection facilities, and other project components may be disassembled and recycled and disposed of following completion of the solar electric power system. Per the Solar Facility Guidelines for a Final Reclamation Plan, the engineer cost estimate to implement the Reclamation Plan will be

provided following project approval and will be included in this Plan as Appendix B. The cost estimates are applicable for a five-year period from the date of submission.

6.2 FINANCIAL GUARANTEES FOR DECOMMISSIONING

Prior to the issuance of the grading permit, the project owner will provide financial assurance in an amount sufficient to reclaim the site to its previous conditions in accordance with the approved Reclamation Plan. Financial assurances will be made to the County of Fresno and may take the form of cash, letter of credit, or bond that complies with Section 66499 of the California Government Code, et seq. and maintained through an escrow arrangement or other form of security acceptable at the discretion of the Board of Supervisors.

The financial assurance under the agreement shall (1) initially cover the project owner's cost of performing its obligations under the reclamation agreement, as stated above, based on the final County-approved design of the project, which cost estimate shall be provided by the project owner to the County and be subject to approval by the County, and (2) be automatically increased annually, due to increases in costs, using the Engineering News-Record construction cost index. This estimate will consider any project components that are expected to be left in place at the request of and for the benefit of the subsequent landowner (e.g., access roads, electrical lines, O&M building).

7.0 REFERENCES

Fresno, County of (Fresno County). 2020. Guidelines for Preparing a Solar Electrical Generation Facility Reclamation Plan. Accessed June 2020. Available at:

<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>.

2017. Solar Facility Guidelines. Revised by the Board of Supervisors on December 12. Available at:

<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-1621>.

Natural Resource Conservation Service, United States Department of Agriculture (NRCS). 2023. Custom Soil Resource Report for Sonrisa Solar Energy Project. Accessed on July 26, 2023 at

<https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>.

United States Department of Agriculture (USDA). 2006. Soil Survey for Fresno County, California. May. Available at:

https://www.waterboards.ca.gov/waterrights/water_issues/programs/bay_delta/california_waterfix/exhibits/docs/dd_jardins/part2/ddj_264.pdf

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Sonrisa Project Reclamation Agreement
B-1

EXHIBIT B-1

Legal Description of the Property

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

PARCEL 1:

FRACTIONAL SECTION 18, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING WITHIN THE TRACT OF LAND CONVEYED TO THE STATE OF CALIFORNIA IN THE NEED RECORDED NOVEMBER 7, 1958 IN BOOK 4133, PAGE 667 AS DOCUMENT NO. 72404 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LOCATED IN, UNDER AND UPON SAID 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 OR ALL OF THE ABOVE PURPOSES, AS RESERVED BY ELIZABETH C. MCCOY, IN DEED RECORDED APRIL 2, 1948 IN BOOK 2651, PAGE 16 OF OFFICIAL RECORDS.

APN: 028-071-01S

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EAST 300 FEET; THENCE NORTH 290.4 FEET; THENCE WEST 300 FEET; THENCE SOUTH 290.4 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM ALL MINERALS OR GAS AS RESERVED BY W. J. NICHOLSON, ET UX,

IN DEED RECORDED MAY 13, 1939, IN BOOK 1776 PAGE 421 OF OFFICIAL RECORDS. WHATEVER INTEREST SO RESERVED NOW VESTS OF RECORD IN KNOX W. NICHOLSON AND HAZEL D. NICHOLSON, HUSBAND AND WIFE AS JOINT TENANTS.

APN: 028-071-02

PARCEL 3:

PARCEL A:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA.

EXCEPT THEREFROM: THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4, THEN EAST 300 FEET; THENCE NORTH 290.04 FEET, THENCE WEST 300 FEET; THENCE SOUTH 290.4 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM PARCEL 3: AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS RESERVED BY NORA NICHOLSON, A WIDOW, IN DEED RECORDED IN BOOK 2505 PAGE 211 OF OFFICIAL RECORDS, WHATEVER INTEREST SO RESERVED NOW VESTS OF RECORD IN KNOX W. NICHOLSON AND WIFE AS JOINT TENANTS.

APN: 028-071-04

PARCEL 4:

THE SOUTH HALF OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 028-71-06S

PARCEL 5:

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LESS THE EAST 30 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER.

EXCEPTING THEREFROM ALL OIL, GAS AND MINERALS AS HERETOFORE RESERVED OF RECORD.

APN: 028-071-07

PARCEL 6:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REEL PROPERTY HERETOFORE RESERVED OF RECORD AND RESERVING TO THE GRANTOR THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR PRODUCING AND REMOVING THE SAME AND RESERVING UNTO THE GRANTOR SUCH RIGHTS AND PRIVILEGES AS ARE OR MAY BE NECESSARY OR CONVENIENT IN THE EXERCISING AND ENJOYMENT OF THE RIGHTS HEREIN EXPRESSLY RESERVED IN THE DEED FROM E. MORELLO AND M. R. MORELLO, HUSBAND AND WIFE TO J. A. WEAKLEY, A SINGLE MAN RECORDED JUNE 17, 1953, AS INSTRUMENT NO. 34446 IN BOOK 3320 PAGE 205, OFFICIAL RECORDS.

APN: 028-071-13

PARCEL 7:

THE WEST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO EASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY HERETOFORE RESERVED OF RECORD AND RESERVING TO THE GRANTOR THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR PRODUCING AND REMOVING THE SAME AND RESERVING UNTO THE GRANTOR SUCH RIGHTS AND PRIVILEGES AS ARE OR MAY BE NECESSARY OR CONVENIENT IN THE EXERCISING AND ENJOYMENT OF THE RIGHTS HEREIN EXPRESSLY RESERVED IN THE DEED FROM DEMETRIO PEPAGNI AND ROSE PAPEGNI, HUSBAND AND WIFE TO J. E. WEEKLEY, A SINGLE MEN, RECORDED JUNE 17, 1953, AS DOCUMENT NO. 34443 IN BOOK 3320 PAGE 205, OFFICIAL RECORDS.

APN: 028-071-15

PARCEL 8:

THE EAST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY HERETOFORE RESERVED OF RECORD.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR, PRODUCING AND REMOVING THE SAME, AS RESERVED IN THE DEED FROM SELMA FREEDMAN, A SINGLE WOMAN, TO J. E. WEAKLEY, A SINGLE MAN, RECORDED JUNE 17, 1953 AS INSTRUMENT NO. 34454 IN BOOK 3380, PAGE 203 OF OFFICIAL RECORDS.

APN: 028-071-16

PARCEL 9:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY HERETOFORE RESERVED OF RECORD END RESERVING TO THE GRANTOR THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR PRODUCING AND REMOVING THE SAME AND RESERVING UNTO THE GRANTOR SUCH RIGHTS AND PRIVILEGES AS ARE OR MAY BE NECESSARY OR CONVENIENT IN THE EXERCISING AND ENJOYMENT OF THE RIGHTS HEREIN EXPRESSLY RESERVED IN THE DEED FROM J. E. WEAKLEY, A SINGLE MAN TO MICHAEL J. RYAN AND ROSAMOND A. RYAN, HUSBAND AND WIFE, AS TO AN UNDIVIDED 1/2 INTEREST AND LORAIN G. RYAN, AS TO AN UNDIVIDED 1/2 INTEREST, RECORDED JUNE 17, 1953, AS INSTRUMENT NO. 34448 IN BOOK 3320 PAGE 207, OFFICIAL RECORDS.

APN: 028-071-17

PARCEL 10:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY AS HERETOFORE RESERVED OF RECORD.

APN: 028-071-20

PARCEL 11:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO EASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY HERETOFORE RESERVED OF RECORD AND RESERVING TO THE GRANTOR THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR PRODUCING AND REMOVING THE SAME AND RESERVING UNTO THE GRANTOR SUCH RIGHTS AND PRIVILEGES AS ARE OR MAY BE NECESSARY OR CONVENIENT IN THE EXERCISING AND ENJOYMENT OF THE RIGHTS HEREIN EXPRESSLY RESERVED IN THE DEED FROM CANTUA COMPANY, LTD., A CORPORATION TO J. E. WEAKLEY, A SINGLE MAN RECORDED JUNE 17, 1953 AS INSTRUMENT NO. 34445 IN BOOK 3320 PAGE 204 OF OFFICIAL RECORDS.

APN: 028-071-21

PARCEL 12:

THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING THEREIN AND THEREUNDER, AS RESERVED BY ROBERT W. SLOAN AND SHARON B. SLOAN, HUSBAND AND WIFE, AND EDNA JEANE VETTER, AN UNMARRIED WOMAN, IN THE DEED RECORDED OCTOBER 30, 1980 IN BOOK 7614, PAGE 327, AS INSTRUMENT NO. 105653 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS WITHIN OR UNDERLYING OR THAT MAY BE PRODUCED AND SAVED FROM SAID LAND AS RESERVED UNTO THE GRANTOR'S IN DEED RECORDED JULY 20, 2000 AS INSTRUMENT NO. 2000-0085451 AND RE-RECORDED DECEMBER 12, 2000 AS INSTRUMENT NO. 2000-0151668, OFFICIAL RECORDS.

APN: 028-070-335

PARCEL 16:

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

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

APN: 028-071-45

PARCEL 17:

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

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

APN: 028-071-44

PARCEL 18:

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

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SIMILAR RIGHTS BELOW A DEPTH OF 500 FEET MEASURED FROM THE SURFACE OF SAID REAL PROPERTY BUT WITHOUT THE RIGHT OF ENTRY UPON OR THROUGH THE SURFACE OF THE REAL PROPERTY OR THE UPPER 500 FEET THEREOF, AS RESERVED BY MARILYN ABADIE, A SINGLE WOMAN AND EDMOND E. ABADIE, JR. A SINGLE MAN IN THE DEED TO ROBERT G. KARCHER AND CATHERINE P. KARCHER, HUSBAND AND WIFE, AS JOINT TENANTS AND JOSEPH P. LILLES, JR. AND CAROLYN I. LILLES, HUSBAND AND WIFE, AS JOINT TENANTS, ALL AS TENANTS IN COMMON, RECORDED JULY 14, 1982 IN BOOK 7938, PAGE 140 AS DOCUMENT NO. 58437, OFFICIAL RECORDS AND RERECORDED NOVEMBER 14, 1983 AS DOCUMENT NO. 83105601, OFFICIAL RECORDS.

APN: 028-071-40

PARCEL 19:

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

APN: 028-071-43

PARCEL 20:

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

EXCEPT AN UNDIVIDED 1/4 INTEREST IN AND TO ALL MINERALS, OIL, GAS AND PETROLEUM AND ALL KINDRED SUBSTANCES WITHIN OR UNDERLYING SAID LAND, RESERVED BY IDA F. MITCHELL, IN DEED RECORDED SEPTEMBER 08, 1947, AS DOCUMENT NO. 46454 IN BOOK 2557, PAGE 309 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERALS, OIL AND GAS AND PETROLEUM AND ALL KINDRED SUBSTANCES WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LAND FOR THE PURPOSE OF EXPLORING FOR AND/OR DRILLING FOR AND/OR MINING FOR AND/OR TAKING ANY OR ALL OF SAID SUBSTANCES, AND THE RIGHT TO MINE AND/OR DRILL ON SAID LAND FOR SAID SUBSTANCES OR ANY OR EITHER OF THEM, AND THE RIGHT TO TAKE SAID SUBSTANCES, OR EITHER OR ANY OF THEM FROM SAID LAND AS EXCEPTED IN QUITCLAIM DEED RECORDED MAY 29, 1974 AS INSTRUMENT NO. 40341 IN BOOK 6305, PAGE 907 OF OFFICIAL RECORDS.

APN: 028-071-41



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EXHIBIT C
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, Exempt from Recording Fees; Gov. Code §§ 6103,
27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Sonrisa Solar Project

(RE Scarlet LLC)

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ____ day of _____, 2025, by RE Scarlet LLC, a Delaware limited liability company (together with 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 14, 2024, pursuant to County Resolution No. 13066, 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.*), approved the addendum to Environmental Impact Report (“**EIR**”) No. 7869 for the “Sonrisa Solar Project” and

approved and issued to EDPR CA Solar Park VI, LLC (“**APPLICANT**”) Unclassified Conditional Use Permit (“**CUP**”) No. 3677. On February 11, 2025 COUNTY’s Board of Supervisors upheld the approved EIR No. 7869 and such approved and issued CUP No. 3677 on appeal from a third-party.

B. APPLICANT proposes to construct and operate an approximately 200-megawatt (“**MW**”) solar photovoltaic generation facility, an approximately 184-MW, 736-MW-hour lithium-ion battery storage facility, and supporting electrical infrastructure (collectively, the “**Project**”), which will be located on and within on multiple parcels consisting of approximately 2,000 acres commonly known by assessor’s parcel numbers (“**APNs**”) 028-070-33S, 028-070-01S, 028-071-02, 028-071-04, 028-071-07, 028-071-13, 028-071-15, 028-071-16, 028-071-17, 028-071-21, 028-071-06S, 028-071-20, 028-071-45, 028-071-44, 028-071-40, 028-071-43, and 028-071-41 (the “**Property**”), generally located in unincorporated Fresno County, bounded by State Route 33 (SR 33 also known as S. Derrick Avenue) to the west, West Manning Avenue to the south, S. Merced Avenue to the east, and W. Adams Avenue to the north, W. South Avenue bisects the site from east to west, approximately 7 miles west of the unincorporated community of Tranquillity, 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 a Grant Deed from Westlands Water District, recorded in the Official Records of the County of Fresno on October 1, 2021 at 2:29 PM as Instrument No. 2021-0161201 (“**Grant Deed I**”), GRANTOR acquired sole fee ownership to the to the parcels commonly referred to by APNs 028-071-45, 028-071-44, 028-071-40, 028-071-43, and 028-071-41, and remains its sole fee owner. GRANTOR represents, covenants, and warrants to COUNTY that under Grant Deed from APPLICANT recorded in the Official Records of the County of Fresno on March 3, 2025 at 12:08 PM as Instrument No. 2025-0021973 (“**Grant Deed II**”), GRANTOR acquired sole fee ownership to the remainder of the Property (other than APNs 028-071-45, 028-071-44, 028-071-40, 028-071-43, and 028-071-41), and remains its sole fee owner. “**Record Title Date and Time**” as used herein shall mean (i) with respect to the portions of the Property and parcels conveyed by Grant Deed I, the date and time of recordation of Grant Deed I, and

(ii) with respect to the portions of the Property and parcels conveyed by Grant Deed II, the date and time of recordation of Grant Deed II.

D. COUNTY's Planning Commission conditioned approval of CUP No. 3677 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 Property to its pre-project condition pursuant to the reclamation plan. Pursuant to a condition of such approval and the Reclamation Agreement (defined in Recital I.F. hereof), APPLICANT and COUNTY have agreed and may agree to certain modifications to such reclamation plan. Collectively, such reclamation plan together with such modifications are the "**Reclamation Plan.**"

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

F. 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 Sonrisa Project Reclamation Agreement, dated June 10, 2025. Collectively, the Sonrisa Project Reclamation Agreement, along with any amendments or modifications thereto, are referred to as the "**Reclamation Agreement.**" Under the Reclamation Agreement, 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.

G. The term of CUP No. 3677 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.

H. 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 all of the Property 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. 3677; (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. 3677, as amended; or (v) thirty-five (35) years from the commencement of operation of the Project, in its entirety.

I. 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.

J. 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.

K. Any reference to "**Encumbrances**" in this Easement shall mean, in their context, liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, rights of way, rights of possession or occupancy, or any third-party interests, of any kind, including without limitation the Option Memorandum.

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; and (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, reservations, contracts, leases, 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.

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.

(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:
RE Scarlet, LLC

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

By: _____

By _____

[Print Name]

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

[Title]

Mailing Address:

By: _____
Deputy

EXHIBIT B

Property

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

PARCEL 1:

FRACTIONAL SECTION 18, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING WITHIN THE TRACT OF LAND CONVEYED TO THE STATE OF CALIFORNIA IN THE NEED RECORDED NOVEMBER 7, 1958 IN BOOK 4133, PAGE 667 AS DOCUMENT NO. 72404 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LOCATED IN, UNDER AND UPON SAID 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 OR ALL OF THE ABOVE PURPOSES, AS RESERVED BY ELIZABETH C. MCCOY, IN DEED RECORDED APRIL 2, 1948 IN BOOK 2651, PAGE 16 OF OFFICIAL RECORDS.

APN: 028-071-015

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EAST 300 FEET; THENCE NORTH 290.4 FEET; THENCE WEST 300 FEET; THENCE SOUTH 290.4 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM ALL MINERALS OR GAS AS RESERVED BY W. J. NICHOLSON, ET UX,

IN DEED RECORDED MAY 13, 1939, IN BOOK 1776 PAGE 421 OF OFFICIAL RECORDS. WHATEVER INTEREST SO RESERVED NOW VESTS OF RECORD IN KNOX W. NICHOLSON AND HAZEL D. NICHOLSON, HUSBAND AND WIFE AS JOINT TENANTS.

APN: 028-071-02

PARCEL 3:

PARCEL A:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA.

EXCEPT THEREFROM: THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4, THEN EAST 300 FEET; THENCE NORTH 290.04 FEET, THENCE WEST 300 FEET; THENCE SOUTH 290.4 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM PARCEL 3: AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS RESERVED BY NORA NICHOLSON, A WIDOW, IN DEED RECORDED IN BOOK 2505 PAGE 211 OF OFFICIAL RECORDS, WHATEVER INTEREST SO RESERVED NOW VESTS OF RECORD IN KNOX W. NICHOLSON AND WIFE AS JOINT TENANTS.

APN: 028-071-04

PARCEL 4:

THE SOUTH HALF OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 028-71-06S

PARCEL 5:

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LESS THE EAST 30 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER.

EXCEPTING THEREFROM ALL OIL, GAS AND MINERALS AS HERETOFORE RESERVED OF RECORD.

APN: 028-071-07

PARCEL 6:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE END MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REEL PROPERTY HERETOFORE RESERVED OF RECORD AND RESERVING TO THE GRANTOR THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR PRODUCING AND REMOVING THE SAME AND RESERVING UNTO THE GRANTOR SUCH RIGHTS AND PRIVILEGES AS ARE OR MAY BE NECESSARY OR CONVENIENT IN THE EXERCISING AND ENJOYMENT OF THE RIGHTS HEREIN EXPRESSLY RESERVED IN THE DEED FROM E. MORELLO AND M. R. MORELLO, HUSBAND AND WIFE TO J. A. WEAKLEY, A SINGLE MAN RECORDED JUNE 17, 1953, AS INSTRUMENT NO. 34446 IN BOOK 3320 PAGE 205, OFFICIAL RECORDS.

APN: 028-071-13

PARCEL 7:

THE WEST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO EASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY HERETOFORE RESERVED OF RECORD AND RESERVING TO THE GRANTOR THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR PRODUCING AND REMOVING THE SAME AND RESERVING UNTO THE GRANTOR SUCH RIGHTS AND PRIVILEGES AS ARE OR MAY BE NECESSARY OR CONVENIENT IN THE EXERCISING AND ENJOYMENT OF THE RIGHTS HEREIN EXPRESSLY RESERVED IN THE DEED FROM DEMETRIO PEPAGNI AND ROSE PAPEGNI, HUSBAND AND WIFE TO J. E. WEEKLEY, A SINGLE MEN, RECORDED JUNE 17, 1953, AS DOCUMENT NO. 34443 IN BOOK 3320 PAGE 205, OFFICIAL RECORDS.

APN: 028-071-15

PARCEL 8:

THE EAST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY HERETOFORE RESERVED OF RECORD.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR, PRODUCING AND REMOVING THE SAME, AS RESERVED IN THE DEED FROM SELMA FREEDMAN, A SINGLE WOMAN, TO J. E. WEAKLEY, A SINGLE MAN, RECORDED JUNE 17, 1953 AS INSTRUMENT NO. 34454 IN BOOK 3380, PAGE 203 OF OFFICIAL RECORDS.

APN: 028-071-16

PARCEL 9:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY HERETOFORE RESERVED OF RECORD AND RESERVING TO THE GRANTOR THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR PRODUCING AND REMOVING THE SAME AND RESERVING UNTO THE GRANTOR SUCH RIGHTS AND PRIVILEGES AS ARE OR MAY BE NECESSARY OR CONVENIENT IN THE EXERCISING AND ENJOYMENT OF THE RIGHTS HEREIN EXPRESSLY RESERVED IN THE DEED FROM J. E. WEAKLEY, A SINGLE MAN TO MICHAEL J. RYAN AND ROSAMOND A. RYAN, HUSBAND AND WIFE, AS TO AN UNDIVIDED 1/2 INTEREST AND LORAIN G. RYAN, AS TO AN UNDIVIDED 1/2 INTEREST, RECORDED JUNE 17, 1953, AS INSTRUMENT NO. 34448 IN BOOK 3320 PAGE 207, OFFICIAL RECORDS.

APN: 028-071-17

PARCEL 10:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY AS HERETOFORE RESERVED OF RECORD.

APN: 028-071-20

PARCEL 11:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO EASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDERLYING SAID REAL PROPERTY HERETOFORE RESERVED OF RECORD AND RESERVING TO THE GRANTOR THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND OVER SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR PRODUCING AND REMOVING THE SAME AND RESERVING UNTO THE GRANTOR SUCH RIGHTS END PRIVILEGES AS ARE OR MAY BE NECESSARY OR CONVENIENT IN THE EXERCISING AND ENJOYMENT OF THE RIGHTS HEREIN EXPRESSLY RESERVED IN THE DEED FROM CANTUA COMPANY, LTD., A CORPORATION TO J. E. WEAKLEY, A SINGLE MAN RECORDED JUNE 17, 1953 AS INSTRUMENT NO. 34445 IN BOOK 3320 PAGE 204 OF OFFICIAL RECORDS.

APN: 028-071-21

PARCEL 12:

THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF FRESNO COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING THEREIN AND THEREUNDER, AS RESERVED BY ROBERT W. SLOAN AND SHARON B. SLOAN, HUSBAND AND WIFE, AND EDNA JEANE VETTER, AN UNMARRIED WOMAN, IN THE DEED RECORDED OCTOBER 30, 1980 IN BOOK 7614, PAGE 327, AS INSTRUMENT NO. 105653 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS WITHIN OR UNDERLYING OR THAT MAY BE PRODUCED AND SAVED FROM SAID LAND AS RESERVED UNTO THE GRANTOR'S IN DEED RECORDED JULY 20, 2000 AS INSTRUMENT NO. 2000-0085451 AND RE-RECORDED DECEMBER 12, 2000 AS INSTRUMENT NO. 2000-0151668, OFFICIAL RECORDS.

APN: 028-070-33S

PARCEL 16:

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

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

APN: 028-071-45

PARCEL 17:

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

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

APN: 028-071-44

PARCEL 18:

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

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS, HYDROCARBONS AND OTHER SIMILAR RIGHTS BELOW A DEPTH OF 500 FEET MEASURED FROM THE SURFACE OF SAID REAL PROPERTY BUT WITHOUT THE RIGHT OF ENTRY UPON OR THROUGH THE SURFACE OF THE REAL PROPERTY OR THE UPPER 500 FEET THEREOF, AS RESERVED BY MARILYN ABADIE, A SINGLE WOMAN AND EDMOND E. ABADIE, JR. A SINGLE MAN IN THE DEED TO ROBERT G. KARCHER AND CATHERINE P. KARCHER, HUSBAND AND WIFE, AS JOINT TENANTS AND JOSEPH P. LILLES, JR. AND CAROLYN I. LILLES, HUSBAND AND WIFE, AS JOINT TENANTS, ALL AS TENANTS IN COMMON, RECORDED JULY 14, 1982 IN BOOK 7938, PAGE 140 AS DOCUMENT NO. 58437, OFFICIAL RECORDS AND RERECORDED NOVEMBER 14, 1983 AS DOCUMENT NO. 83105601, OFFICIAL RECORDS.

APN: 028-071-40

PARCEL 19:

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

APN: 028-071-43

PARCEL 20:

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

EXCEPT AN UNDIVIDED 1/4 INTEREST IN AND TO ALL MINERALS, OIL, GAS AND PETROLEUM AND ALL KINDRED SUBSTANCES WITHIN OR UNDERLYING SAID LAND, RESERVED BY IDA F. MITCHELL, IN DEED RECORDED SEPTEMBER 08, 1947, AS DOCUMENT NO. 46454 IN BOOK 2557, PAGE 309 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERALS, OIL AND GAS AND PETROLEUM AND ALL KINDRED SUBSTANCES WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LAND FOR THE PURPOSE OF EXPLORING FOR AND/OR DRILLING FOR AND/OR MINING FOR AND/OR TAKING ANY OR ALL OF SAID SUBSTANCES, AND THE RIGHT TO MINE AND/OR DRILL ON SAID LAND FOR SAID SUBSTANCES OR ANY OR EITHER OF THEM, AND THE RIGHT TO TAKE SAID SUBSTANCES, OR EITHER OR ANY OF THEM FROM SAID LAND AS EXCEPTED IN QUITCLAIM DEED RECORDED MAY 29, 1974 AS INSTRUMENT NO. 40341 IN BOOK 6305, PAGE 907 OF OFFICIAL RECORDS.

APN: 028-071-41

