

MIDWAY-PANOCHE PROJECT RECLAMATION AGREEMENT

This MIDWAY-PANOCHE PROJECT RECLAMATION AGREEMENT (“**Agreement**”) is entered into this 6th day of January, 2026 (“**Effective Date**”), by and between the COUNTY OF FRESNO, a political subdivision of the State of California (“**COUNTY**”), PANOCHE BESS LLC, a Delaware limited liability company, and MIDWAY BESS LLC, a Delaware limited liability company (collectively, Panoche BESS LLC and Midway BESS LLC are the “**APPLICANT**”), each a “**Party**” and collectively, the “**Parties**.”

RECITALS:

- A. On April 24, 2025, pursuant to County Resolution No. 13085, 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 an Initial Study and Mitigated Negative Declaration ("IS/MND") No. 8579 for the Midway-Panoche Battery Energy Storage Project and approved and issued to APPLICANT Unclassified Conditional Use Permit ("CUP") Nos. 3800-3801. The approved IS/MND No. 8579 and such approved and issued CUP Nos. 3800-3801 are collectively referred to herein as the "**Approvals**."
- B. As condition no. 7 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 March 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,

1 Department of Public Works and Planning [“**Department**”] prior to the issuance of any
2 development permits.”

3 C. APPLICANT submitted to the Department a proposed final draft reclamation plan,
4 including modifications thereto, which was approved by Director of Public Works and
5 Planning or such Director’s designee (collectively, the “**Director**”) on April 30, 2025
6 (collectively, such proposed final draft reclamation plan and modifications thereto are
7 the “**Reclamation Plan**”).

8 D. A true and complete copy of the Reclamation Plan is attached hereto and incorporated
9 herein by reference as **Exhibit A**.

10 E. The Approvals and Reclamation Plan describe a project consisting of two components
11 and associated electrical infrastructure and transmission equipment: (1) the Midway
12 BESS component consisting of approximately 120 megawatt hours (“**MWh**”) of energy
13 storage capacity and (2) the Panoche BESS component consisting of approximately 57
14 MWh of energy storage capacity (collectively, the “**Project**”). APPLICANT represents
15 to COUNTY that the Project described herein will be fully capable, once completed
16 according to its manufacturer’s specifications, of independent operation and of
17 supplying power to the power grid through the existing CalPeak Panoche Peaker Plant
18 and Midway Peaking Plant.

19 F. The Project will be situated primarily on and within an approximately 29-acre portion of
20 two parcels, generally located on the south side of W. Panoche Road, approximately
21 three-quarters of a mile from its intersection with S. Fairfax Avenue, and approximately
22 twelve miles southwest of the City of Mendota in unincorporated Fresno County,
23 adjacent to the Panoche Substation, which substation is owned and operated by the
24 Pacific Gas and Electric Company (“**PG&E**”). The location and layout are more
25 particularly shown on **Exhibit B**, attached hereto and incorporated herein by reference
26 solely for the purpose of illustrating the location of the Project.

27 G. Generally, the Reclamation Plan states that, at the end of its expected 35-year useful
28 life, the Project would be decommissioned and dismantled, and the Project site restored

1 to an agricultural use-ready condition in accordance with all applicable codes and
2 regulations.

3 H. The Project, including all transmission lines and Gentie interconnections, except as
4 otherwise provided in this Recital H, will be constructed on portions of the parcels
5 commonly referred to by Assessor's Parcel Numbers ("APNs") 027-060-91S and 027-
6 060-82SU, as more particularly described on **Exhibit B-1**, attached hereto and
7 incorporated herein by reference. The property described in Exhibit B-1 is referred to
8 herein as the "**Property**." The Approvals contemplated the construction of transmission
9 lines and Gentie interconnections on portions of APN 27-060-61 ("**PG&E Property**"),
10 which parcel is owned in fee by PG&E. For the purposes of this Agreement, the term
11 "Property" does not include any portions of APN 27-060-61, and this Agreement shall
12 not be construed as satisfying conditions no. 6 and 7 of the Approvals as to any portion
13 of the Project lying outside the Property. APPLICANT represents to County (1) that the
14 Project's transmission lines and Gentie interconnections will terminate at the edge of
15 the PG&E Property and not cross onto the PG&E Property and (2) that any transmission
16 equipment or infrastructure necessary to connect the Project's transmission lines and
17 Gentie interconnections terminating at the edge of the PG&E Property to existing
18 infrastructure located upon the PG&E Property will be completed under separate land
19 use entitlement from the Approvals.

20 I. APPLICANT represents to COUNTY that fee title to the Property was vested in PAO
21 Investments, LLC by Grant Deed from Barry Baker and Byron Baker, as co-trustees of
22 the Sharla M. Baker Trust, recorded in the Official Records of the County of Fresno on
23 March 24, 2006 at approximately 1:39 PM as Instrument No. 2006-0061258. PAO
24 Investments, LLC, in its capacity of the owner of the Property, is referred to in this
25 Agreement as "**Property Owner**."

26 J. APPLICANT's only right to use the Property for the purposes of the Project is
27 established by the Option and Lease and Easement Agreement, dated December 5,
28 2023, between PAO Investments, LLC and Midway BESS LLC, a Memorandum of

1 which was recorded in the Official Public Records of the County of Fresno as Document
2 No. 2024-0041526, as affected by that certain Option Exercise Notice and Amendment
3 to Option and Lease and Easement Agreement dated February 5, 2025, recorded in
4 the Official Records the County of Fresno as Document No. 2025-0017717, and as
5 further affected by that certain Partial Assignment and Assumption of Option and Lease
6 and Easement Agreement, dated April 10, 2025, and recorded in the Official Records
7 the County of Fresno as Document No. 2025-0038945, for the Midway BESS, Panoche
8 BESS, and related facilities located thereon (collectively, "**Battery Facility Lease**").

9 K. As a further condition of the Approvals, the Planning Commission required in condition
10 no. 6 that, prior to the issuance of any permit(s) for grading or development (and the
11 Parties agree that development includes construction or building), relating to the Project
12 (collectively, "**Grading or Development Permits**"), APPLICANT must enter into a
13 reclamation agreement with COUNTY to secure APPLICANT's obligations to "(1)
14 decommission, dismantle, and remove the project and reclaim the site to its pre-project
15 condition in accordance with the approved Reclamation Plan, and (2) maintain a
16 financial assurance to the County of Fresno, to secure the project owner's obligations
17 under the reclamation agreement, in an amount sufficient to cover the costs of
18 performing such obligations."

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

1 M. APPLICANT shall make the deposits of the Cash Security into an escrow account, as
2 required herein, which shall be (i) in the initial minimum amount equal to the licensed
3 professional engineer's written cost estimate, which is **one million, seven-hundred**
4 **and sixty-eight thousand, seven-hundred and thirty-one, and 95/100 dollars**
5 (**\$1,768,731.95**) ("Initial Minimum Deposit"), plus such annual increases reflecting
6 increased construction costs reflected in the Engineering News-Record ("ENR")
7 construction cost index and each such subsequent deposit by APPLICANT shall be
8 without the requirement of any demand or notice by COUNTY, (ii) subject to an Escrow
9 Agreement (defined below), in a form and substance satisfactory to COUNTY as
10 provided in this Agreement, among COUNTY, APPLICANT, and a financial institution
11 having minimum Federal Deposit Insurance Corporation (FDIC) insurance coverage
12 under this Agreement, and (iii) the initial amount of such deposit shall be in compliance
13 with this Agreement and the Escrow Agreement prior to COUNTY's issuance of any
14 Grading or Development Permits.

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

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

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

25 1. **APPLICANT'S OBLIGATIONS.**

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

27 APPLICANT agrees that all of APPLICANT's activities set forth in the Reclamation Plan
28 with respect to the Project shall be deemed as requirements of APPLICANT under this

1 Agreement and are enforceable by COUNTY under the terms and conditions of this
2 Agreement. APPLICANT shall, at its own cost, fully perform and comply with all of the
3 provisions of the Reclamation Plan, including without limitation the sections entitled
4 "Decommissioning of the Facility" and "Cost of Decommissioning" thereof with respect to the
5 Project, and decommission, dismantle, and remove the entire Project from the Property, and
6 reclaim all of the Property to its pre-Project condition as an agricultural use-ready condition in
7 accordance with all then-applicable codes and regulations pursuant to the Reclamation Plan
8 (collectively, "**Reclamation**") within twelve (12) months of the earliest to occur of any of the
9 following, as reasonably determined by the Director: (i) there has not been substantial
10 development of the Project within two (2) years following the COUNTY's Planning
11 Commission's approval of, and issuance to APPLICANT, CUP Nos. 3800-3801; (ii) the Project,
12 or a substantial portion thereof, has not, following completion of construction of the Project,
13 produced electricity for at least six (6) consecutive months within a twelve (12) month period,
14 or for three hundred sixty five (365) non-consecutive calendar days within any twenty four (24)
15 month period, during the term of this Agreement; (iii) the expiration or early termination of CUP
16 Nos. 3800-3801; or (iv) thirty-five (35) years from the commencement of operation of the
17 Project (each, an "**Event of Project Cessation**"). For the purposes of Event of Project
18 Cessation number (ii) in the foregoing sentence, the term "produced electricity" includes the
19 return of stored electrical supply to the grid. If there are any inconsistencies between the terms
20 and conditions of this Agreement (excluding the Reclamation Plan) and the provisions of the
21 Reclamation Plan with respect to the Project and/or the Property, such inconsistencies shall
22 be resolved by giving precedence to the terms and conditions of this Agreement (excluding
23 the Reclamation Plan) over the provisions of the Reclamation Plan with respect to the Project
24 and/or the Property.

(b) Notice to COUNTY.

26 (i) APPLICANT shall, within thirty (30) calendar days following
27 completion of construction of the Project, provide written notice thereof to COUNTY pursuant
28 to Section 5 of this Agreement accompanied by a complete as-built site plan of the Project in

1 paper and digital Portable Document Format “PDF” or other format acceptable to COUNTY,
2 setting forth each location of the actually-constructed Project, provided however,
3 APPLICANT’s failure to provide or delay in providing such notice, or as-built site plan to
4 COUNTY shall not prohibit COUNTY from exercising its rights and remedies under this
5 Agreement.

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

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

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

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

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

25 Prior to APPLICANT obtaining any further Grading or Development Permits from
26 COUNTY with respect to the Project, or any portion thereof, the following shall have occurred
27 to COUNTY’s satisfaction: pursuant to subsection 2(b) of this Agreement, (1) APPLICANT,
28 COUNTY, and the Escrow Agent (as defined in subsection 2(a) of this Agreement), have

1 entered into an Escrow Agreement (as defined in subsection 2(a) of this Agreement), and
2 APPLICANT has delivered such fully-executed Escrow Agreement to COUNTY, and (2) by the
3 terms of the Escrow Agreement, APPLICANT has irrevocably delivered to the Escrow Agent
4 the initial amount of the Cash Security for the Escrow Agreement, which shall be in the amount
5 of the Initial Minimum Deposit (as defined in Recital N of this Agreement) for the Project, and,
6 the Escrow Agent has given COUNTY written confirmation of the Escrow Agent's receipt of
7 such Initial Minimum Deposit; and (ii) pursuant to Section 7 of this Agreement, the Recordation
8 of the Easement (as defined in Section 7 of this Agreement) has occurred, as provided by and
9 in compliance with Section 7 of this Agreement. Notwithstanding anything to the contrary in
10 this subsection 1(d), COUNTY shall not issue any Grading or Development Permits for any
11 portion of the Project lying upon the PG&E Property absent amendment to this Agreement
12 incorporating the PG&E Property into the Property. The foregoing sentence does not apply to
13 infrastructure built on the PG&E Property that is part of some other land use entitlement, even
14 where that infrastructure transmits power to or from or otherwise services the Project.

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

16 (a) **Definitions.**

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

25 “**Escrow Agent**” means a financial institution, appointed jointly by APPLICANT and
26 COUNTY (or otherwise, if necessary, by a court of competent jurisdiction), that receives the
27 Cash Security from APPLICANT, and is authorized under the Escrow Agreement to hold the
28 Cash Security, and to disburse the Cash Security to COUNTY upon COUNTY’s drawing

1 thereunder. APPLICANT and COUNTY propose to jointly appoint United Security Bank, a
2 state chartered bank in California, as the initial Escrow Agent.

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

11 **(b) Cash Security.**

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

23 Not later than December 1, 2026, and December 1 of each year following the Effective
24 Date hereof, APPLICANT shall, without the requirement of any demand or notice by COUNTY,
25 deposit additional cash necessary to cause the Cash Security to be increased by a percentage
26 equal to any annual increase in construction costs reflected in the ENR construction cost index
27 from October 1 of the previous year to October 1 of the then-current year. As of the Effective
28 Date, the ENR construction cost index is available at the following Web address: ENR.com

1 As an example, assuming there is an annual increase in construction costs for 2026
2 (i.e., the first year following COUNTY's approval of the licensed professional engineer's written
3 cost estimate), if the ENR construction cost index for the period of October 1, 2025 (i.e., for
4 the previous year) through October 1, 2026 (i.e., for the then current year) reflects a 3.5%
5 increase in the cost of construction for 2025, APPLICANT would be required, by December 1,
6 2026 to deposit into the Cash Security an amount equal to 3.5% of the then total Cash
7 Security. Such calculations shall be made as if APPLICANT timely deposited the total amount
8 of the Initial Minimum Deposit (as defined in Recital M of this Agreement).

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

13 APPLICANT shall notify COUNTY as provided in Section 5 of this Agreement, with a
14 report stating the amount by which APPLICANT increased the Cash Security, supported by
15 the calculation of such increase with reference to the ENR construction cost index, or no
16 change in the Cash Security, supported by the calculation of such decrease or no change with
17 reference to the ENR construction cost index, not later than January 15 of the year following
18 the increase or no change in the Cash Security, as applicable, provided however that, if such
19 construction cost information is not available, then APPLICANT shall provide notice of such
20 unavailability to COUNTY, including any reasonably-estimated date of such availability if such
21 estimated date is available to APPLICANT and continue to reasonably keep COUNTY so
22 informed if such information continues to be unavailable for more than fifteen (15) calendar
23 days after such notice, and in any event APPLICANT shall promptly provide such information
24 once it becomes available, provided further however, if such information is unavailable for
25 forty-five (45) more calendar days after such notice, and if the Director, in his or her sole and
26 absolute judgment, determines that the ENR construction cost index is no longer available
27 during the term of this Agreement, the Director may, in his or her sole and absolute discretion,
28 replace the ENR construction cost index with another, comparable construction cost index

1 retroactive to the last date that the ENR construction cost index was available, as the Director
2 may determine in his or her sole and absolute judgment, without necessity of any amendment
3 or modification to this Agreement, by notifying APPLICANT as provided in Section 5 of this
4 Agreement, and APPLICANT shall use such replacement comparable construction cost index
5 for purposes of this subsection 2(b). The provisions of this paragraph shall apply to any
6 replacement construction cost index.

(c) Escrow Agreement.

8 The Escrow Agreement shall be in a form and substance acceptable to COUNTY. The
9 Escrow Agent shall be acceptable to COUNTY. Without limiting the generality of the foregoing
10 requirements of the Escrow Agreement and Escrow Agent, APPLICANT shall, and shall cause
11 the Escrow Agent to, enter into an Escrow Agreement among APPLICANT, COUNTY and the
12 Escrow Agent in compliance with the following major requirements of the Escrow Agreement,
13 which major requirements are not an exhaustive list of requirements for the Escrow
14 Agreement:

15 (1) As provided in subsection 2(b) of this Agreement, APPLICANT shall irrevocably deliver
16 to the Escrow Agent the Initial Minimum Deposit (as defined in Recital M of this
17 Agreement), in US Currency, as the initial Cash Security for the exclusive purposes of
18 the Escrow Agreement. The Escrow Agent shall receive, and upon receipt immediately
19 deposit, and hold the Cash Security only in a savings deposit account of the Escrow
20 Agent for the exclusive purposes of the Escrow Agreement. APPLICANT acknowledges
21 and agrees that a savings deposit account does not include a money market account,
22 a certificate of deposit, or any account which is not immediately liquid. The Escrow
23 Agent shall cause the Cash Security, while on deposit with the Escrow Agent under the
24 Escrow Agreement, to be (i) interest-bearing, at a savings deposit rate available to
25 members of the public, and (ii) fully insured by the FDIC up to the lesser of (1) the
26 amount of the Cash Security while on deposit with the Escrow Agent under the Escrow
27 Agreement, or (2) the then-current maximum FDIC insurance coverage available for an
28 FDIC-insured deposit account. The Cash Security shall be maintained by the Escrow

1 Agent as a separate savings deposit account with its own ownership classification as
2 being for the sole benefit of COUNTY, which savings deposit account shall be distinct
3 from any and all other accounts or funds of the APPLICANT that might be maintained
4 or held by the Escrow Agent or its parent or affiliates, to ensure that the maximum FDIC
5 insurance coverage available for an FDIC-insured deposit account shall apply to the
6 Cash Security. COUNTY shall not have any liability, either directly or indirectly, in
7 respect of any loss of any principal of, or any earnings on, the Cash Security, or any
8 failure of the Escrow Agent to obtain earnings on the Cash Security.

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

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

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

20 (5) APPLICANT shall promise, covenant, and warrant to COUNTY and the Escrow Agent
21 that the Cash Security is not and shall not at any time be subject to any attachments,
22 seizures, garnishments, pledges, liens, encumbrances, levies, security interests, claims
23 of any creditors, or writs, or court orders, judgments or decrees, or threat of any of the
24 foregoing, all of which shall be of every nature whatsoever; and if any such conditions
25 occur or are threatened, APPLICANT shall, to COUNTY's and the Escrow Agent's
26 satisfaction, immediately remove, cure, or satisfy such conditions or threatened
27 conditions, which may include the APPLICANT's deposit of an equal amount thereof of
28 replacement funds into the Cash Security, which replacement funds shall satisfy the

1 requirements of this subsection 2(c)(5), and promptly give the COUNTY and the Escrow
2 Agent notice of such deposit. In the event of any such deposit of replacement funds by
3 the APPLICANT into the savings account for the Cash Security, and the APPLICANT's
4 prompt notice thereof, including the specific source of replacement funds and
5 assurance that such replacement funds satisfy this Agreement and the Escrow
6 Agreement, given to the COUNTY and the Escrow Agent, the COUNTY shall promptly
7 give notice to the APPLICANT and the Escrow Agent whether such replacement deposit
8 of funds is acceptable to the COUNTY, and the Escrow Agent shall promptly give notice
9 to the COUNTY and the APPLICANT whether such replacement deposit of funds is
10 acceptable to the Escrow Agent, and if both the COUNTY and the Escrow Agent so
11 accept, then the Escrow Agent shall promptly thereafter return to the APPLICANT the
12 funds so substituted, provided however, such notice given by the COUNTY shall not
13 preclude the COUNTY from enforcing the requirements of this Agreement and the
14 Escrow Agreement if such replacement deposit of funds is subsequently determined
15 not to satisfy this Agreement or the Escrow Agreement.

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

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

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

25 (9) COUNTY shall have the right, based upon its determination, to give the Escrow Agent
26 and APPLICANT notice that (i) all of the Cash Security has, according to the terms and
27 conditions of the Escrow Agreement, been paid to COUNTY, or (ii) the Cash Security
28 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, by itself, be a limitation on or otherwise affect APPLICANT's obligations to maintain the Cash Security under an Escrow Agreement, as required herein. APPLICANT shall always cause the Cash Security to be maintained by the Escrow Agent under an Escrow Agreement, as provided herein, or under any replacement Escrow Agreement to be maintained by any new Escrow Agent, as provided herein, without interruption in coverage, so that APPLICANT's performance of its obligations under this Agreement are continuously secured by a Cash Security with an Escrow Agent or new Escrow Agent, either by an Escrow Agreement or a replacement Escrow Agreement, respectively, during the term of this Agreement. The requirements under this Agreement for an Escrow Agreement shall apply to any replacement Escrow Agreement, and the requirements under this Agreement for the Escrow Agent shall apply to any new Escrow Agent. In the event that there should be a need for a replacement Escrow Agreement, the determination whether a proposed replacement Escrow Agreement is acceptable to COUNTY, COUNTY may consider whether the proposed replacement Escrow Agreement complies substantially with the form and substance of the then-current Escrow Agreement.

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. APPLICANT shall have thirty (30) calendar days under this subsection 3(j) to cure an event of Default 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

1 to cure, upon APPLICANT providing written notice thereof to COUNTY pursuant to Section 5
2 of this Agreement stating the reason therefor, subject to APPLICANT commencing to cure
3 within the thirty (30) calendar day period and diligently pursuing the cure to completion and
4 completing the cure not later one hundred twenty (120) calendar days from the date of such
5 COUNTY notice of such failure to perform. Notwithstanding anything to the contrary in this
6 Agreement, such additional reasonable time for APPLICANT to cure a default under this
7 subsection 3(j) shall not apply to any of APPLICANT's obligations under Section 2 (Security
8 for Applicant's Obligations) and/or Section 8 (Satisfaction of Reclamation Plan) of this
9 Agreement;

10 (k) Bankruptcy, reorganization, liquidation, arrangement, insolvency,
11 receivership or conservatorship proceedings, or other proceedings for relief under any
12 bankruptcy or similar law or laws for the relief of debtors, are instituted by or against
13 APPLICANT, and are not dismissed within ninety (90) calendar days of institution, or there is
14 an assignment by APPLICANT for the benefit of creditors, or any similar action taken by or
15 against APPLICANT, or APPLICANT is insolvent;

(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, or the Property Owner, 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) is 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, or the Property Owner under the Easement (as defined in Section 7 of this Agreement), which Easement (as defined in Section 7 of this Agreement) is required and provided under Section 7 of this Agreement; or

(r) Any person or entity creating or asserting any claim to any right, title, or interest in or to the Property, or any portion thereof, that unreasonably interferes or would unreasonably interfere with COUNTY's rights under this Agreement and/or rights granted under the Easement (which is provided and required under Section 7 of this Agreement) and the rights granted therein. So long as APPLICANT is not concurrently in default under another subsection of Section 3 of this Agreement, APPLICANT shall be allowed a period of sixty (60) calendar days to cure such default under this subsection 3(r) after COUNTY provides written notice to APPLICANT pursuant to Section 5 of this Agreement that APPLICANT is in default under this subsection 3(r), provided further however, and so long as APPLICANT is not in concurrently in default under another subsection of Section 3 of this Agreement, if the nature of the default is such that APPLICANT cannot reasonably cure the default within sixty (60) 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 sixty (60) calendar day period and diligently pursuing the cure to completion and completing

1 the cure not later than one hundred twenty (120) calendar days, or such later number of days
2 as agreed in writing between the Director and APPLICANT before the expiration of such one
3 hundred twenty (120) calendar day period, from the date of such COUNTY notice to
4 APPLICANT pursuant to Section 5 of this Agreement that APPLICANT is in default under this
5 subsection 3(r).

6 **4. COUNTY'S REMEDIES.**

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

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

1 Notwithstanding anything to the contrary in this Agreement, if the Director determines,
2 in his or her sole and absolute discretion, that there is a potential for a lapse of an Escrow
3 Agreement (or any replacement Escrow Agreement) without the Parties having first entered
4 into a replacement Escrow Agreement that will provide continuous deposit in escrow of the
5 Cash Security, COUNTY may, through the Director and without action of COUNTY's Board of
6 Supervisors, provide notice thereof to APPLICANT (unless there are any circumstances
7 beyond the Director's control that would frustrate the Director's ability to provide such notice,
8 then such notice shall not be required to be provided by the Director to APPLICANT), and
9 immediately draw on the Cash Security, and hold it with COUNTY's Auditor-
10 Controller/Treasurer-Tax Collector, to be deposited with a new Escrow Agent, on behalf of
11 APPLICANT, upon APPLICANT's delivery and the Parties' and the new Escrow Agent's
12 execution of a replacement Escrow Agreement. Any Cash Security held by COUNTY's
13 Auditor-Controller/Treasurer-Tax Collector need not be held in an interest-bearing account,
14 and the COUNTY's Auditor-Controller/Treasurer-Tax Collector is under no obligation to obtain
15 interest on the amount so held. Nothing in this subsection 4(a) prohibits or otherwise limits
16 COUNTY from using the Cash Security under this Agreement, and any references herein to
17 COUNTY's draw upon the Cash Security shall instead be accomplished by the Director's draw
18 upon the COUNTY's Auditor-Controller/Treasurer-Tax Collector. Nothing in this paragraph
19 relieves or otherwise limits APPLICANT's obligations under subsection 2(b) of this Agreement
20 to make annual increases to the Cash Security, and in the event that the Cash Security is
21 being held by COUNTY's Auditor-Controller/Treasurer-Tax Collector when APPLICANT shall
22 make any such annual increase, APPLICANT shall deliver such annual increase to the
23 COUNTY's Auditor-Controller/Treasurer-Tax Collector, and provide notice thereof to the
24 Director in the same manner as required by subsection 2(b) of this Agreement.

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

26 This Agreement, including the Easement (which is provided and required under Section
27 7 of this Agreement), does not impose any obligation, either express or implied, upon COUNTY
28 to carry out any of the Reclamation, or any portion thereof, under this Agreement. If COUNTY

1 draws upon the Cash Security, COUNTY, including its contractors, officers, agents,
2 employees, and representatives (collectively, “**COUNTY PARTIES**”), shall use the proceeds
3 thereof solely to perform the Reclamation in substantial conformity with the Reclamation Plan
4 pursuant to this Agreement; provided however, any such act by any COUNTY PARTIES shall
5 not obligate COUNTY to continue performance under, or to complete, such Reclamation Plan,
6 beyond the amount of such funds so drawn from the Cash Security. Subject to the limitation
7 of COUNTY’s obligations (but not the COUNTY’s rights) in the foregoing sentence, COUNTY
8 may, as COUNTY deems necessary, also use a portion of such funds drawn from the Cash
9 Security for COUNTY’s reasonable administrative and overhead costs in connection with the
10 Reclamation, or any portion thereof, pursuant to the Reclamation Plan, and for COUNTY’s
11 reasonable costs, if any, that any of COUNTY PARTIES need to incur to obtain immediate,
12 reasonable access to the Project and/or the Property, or any portion of the Project and/or the
13 Property (including, without limitation, COUNTY’s reasonable costs) (including without
14 limitation, legal fees and costs) of eliminating or obtaining any modifications of any
15 interferences with the Easement and the rights granted therein, which Easement is required
16 and provided under Section 7 of this Agreement), due to any Event of Default under subsection
17 3(o), subsection 3(p) and/or subsection 3(q) of this Agreement. COUNTY shall maintain
18 records, for a period of one (1) year following the final use of any funds drawn from the Cash
19 Security, documenting the use of those funds, and such records shall be made available to
20 APPLICANT, within ten (10) calendar days following written request thereof by APPLICANT.

(c) APPLICANT Shall Not Interfere.

22 APPLICANT promises, covenants, and warrants that if COUNTY attempts to draw
23 upon, or draws upon, the Cash Security, APPLICANT (including APPLICANT's successors or
24 assigns, or anyone claiming through APPLICANT, or any other persons, firms, or entities
25 acting at the direction, or under the authority, of APPLICANT) shall not in any way whatsoever,
26 either directly or indirectly, defeat, interfere with, obstruct, or cause delay to said right of
27 COUNTY to do so, including, without limitation, demanding the Escrow Agent not to honor or
28 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 legal action against COUNTY, after COUNTY has made a drawing upon the Escrow 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.

(d) Other Remedies.

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

5. NOTICES.

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

111

111

111

111

COUNTY:

If sent in any manner pursuant to this
Section 5:

APPLICANT:

If sent in any manner pursuant to this
Section 5:

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

Jon Boyer
Middle River Power
4350 Executive Drive, Suite 320
San Diego, CA 92121

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

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

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

Panoche BESS LLC
200 West Madison, Suite 3810
Chicago, IL 60606
Attention: General Counsel

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**”).

(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

1 thirty (30) calendar days after the assignment, APPLICANT shall (i) provide written notice of
2 the assignment to COUNTY, together with the contact information for the Transferee's duly
3 authorized representative for purposes of receiving and giving notices under Section 5 of this
4 Agreement, (ii) cause Transferee to execute an assignment and assumption agreement, in a
5 form and substance reasonably satisfactory to COUNTY, expressly assuming the obligations
6 of the APPLICANT under this Agreement, (iii) provide evidence reasonably satisfactory to
7 COUNTY that the Transferee is, or shall become, the sole permittee under the Approvals, and
8 (iv) at least forty-five (45) days before the date upon which the assignment and assumption
9 agreement is presented to the Board of Supervisors for approval and execution, provide to the
10 Department payment for the COUNTY's actual costs, including staff and attorney time, in the
11 processing of the assignment to that date in addition to five-thousand dollars and no/100 cents
12 (\$5,000.00) as a deposit for COUNTY's costs following that date and until the execution of the
13 assignment and assumption agreement by COUNTY. The Department shall, within sixty (60)
14 days following the execution of the assignment and assumption agreement by COUNTY,
15 return any unused amount of the five-thousand-dollar deposit collected pursuant to this
16 subsection 6(b) herein to APPLICANT. COUNTY shall only advance the assignment and
17 assumption agreement to the Board of Supervisors for approval and execution upon timely
18 payment of the full amount described this subsection 6(b) 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 among the new Escrow Agent, COUNTY, and the Transferee, upon terms and conditions acceptable to COUNTY, for the Transferee pursuant to Section 6 of this Agreement. Notwithstanding the foregoing provisions of this subsection 6(c), the existing Escrow

1 Agreement may continue in effect according to its terms and conditions, if Transferee becomes
2 the sole APPLICANT under the Escrow Agreement.

3 **7. RECORDATION OF EASEMENT.**

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

18 Any reference to "**Encumbrances**" in the Easement shall mean, in their context, liens,
19 encumbrances, covenants, conditions, restrictions, reservations, contracts, leases (including,
20 without limitation, the Battery Facility Lease), licenses, easements, rights of way, rights of
21 possession or occupancy, or any third-party interests, of any kind.

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

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

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

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

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

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

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

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

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

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

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

21 **10. CONSTRUCTION OF AGREEMENT.**

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

25 **11. SEVERABILITY.**

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

1 **12. HEADINGS.**

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

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

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

8 **14. INDEPENDENT CAPACITY.**

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

11 **15. LEGAL AUTHORITY.**

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

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

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

27 **1505 Corporation CSC - LAWYERS INCORPORATING SERVICE**
28 **2710 Gateway Oaks Drive**
 Sacramento, CA

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

7 **17. COUNTERPARTS.**

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

10 **18. AMENDMENT.**

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

13 **19. ENTIRE AGREEMENT.**

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

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

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

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

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

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

26 **20. ELECTRONIC SIGNATURES.**

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

1 provided in this Section 20.

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

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

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

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

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

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1 **21. JOINT AND SEVERAL LIABILITY OF APPLICANT**

2 Panoche BESS LLC and Midway BESS LLC, and each of them, are jointly and severally
3 liable for each and every obligation, covenant, condition, and promise of APPLICANT under
4 this Agreement. Any Event of Default or breach of a term, condition, or covenant by either
5 Panoche BESS LLC or Midway BESS LLC shall be considered an Event of Default or breach
6 by APPLICANT, and shall enable COUNTY to exercise any and all remedies under the law or
7 under this Agreement against the APPLICANT, including without limitation drawing under the
8 Cash Security under Section 4 of this Agreement.

9 **(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 **Panoche BESS LLC,**
6 a Delaware limited liability company

7 
8 By: Dan Harmon
9 Vice President of Development

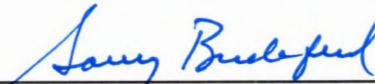
10 Date: 12/11/2025

11 **Midway BESS LLC,**
12 a Delaware limited liability company

13 
14 By: Dan Harmon
15 Vice President of Development

16 Date: 12/11/2025

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

20 
21 By: Garry Bredefeld, Chairman of the Board
22 of Supervisors of the County of Fresno

23 Date: 11/16/2026

24 **ATTEST:**
25 BERNICE E. SEIDEL, Clerk of the Board of
26 Supervisors, County of Fresno, State of
27 California

28 By 
Deputy

1 **EXHIBIT A**

2 **Reclamation Plan**

3 **[See Attached]**

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Reviewed and accepted 4/30/2025

David Randall, Senior Planner

PATCH SERVICES LLC



PROJECT MANAGEMENT

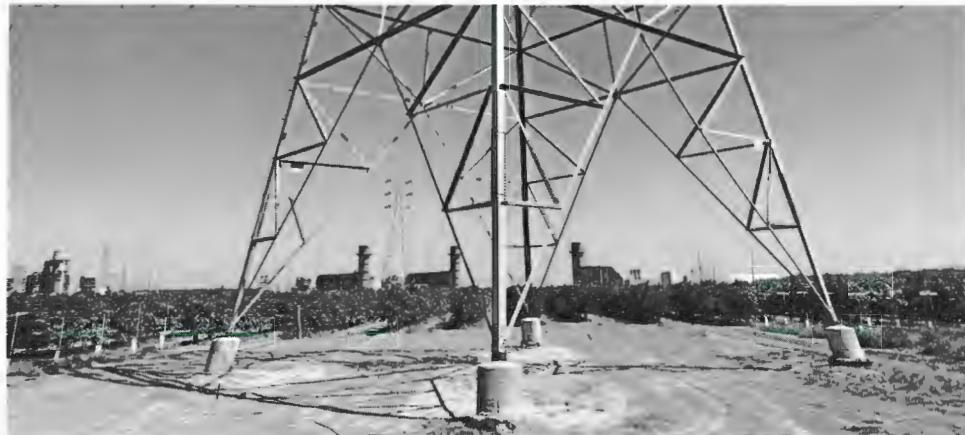
333 Sunset Avenue, Suite 210
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ENGINEERING

CONSTRUCTION MANAGEMENT

Suisun City, CA 94585
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Decommissioning and Reclamation Plan Midway and Panoche Battery Energy Storage System (BESS) Projects Fresno County, California



**Prepared for
Midway BESS LLC
and
Panoche BESS LLC**

**March 2024
Updated 9/10/24**

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1.0 INTRODUCTION

1.1 Purpose of the Plan

The proposed Midway and Panoche Battery Energy Storage System (BESS) projects are located south of West Panoche Road in an unincorporated portion of northwestern Fresno County, California. The BESS Project locations are shown on the figures in Appendix A. Both projects require discretionary permitting from Fresno County in the form of individual Unclassified Use Permits. This Decommissioning and Reclamation Plan (Plan) for the Midway and Panoche BESS projects (Project) outlines a framework for decommissioning and post-operational restoration of the Project sites. The Midway and Panoche BESS projects are located adjacent to each other and share some common project components, thus the decommissioning and reclamation plans for both projects are presented in a combined Plan herein. This Plan is submitted to fulfill the requirements of the Fresno County Solar Facility Guidelines (Fresno County 2017) and remedial measures related to post-operational site reclamation. This Plan also considers the County's pertinent requirements for these projects as specified in Pre-Application Review Nos. 23-001853 and 23-012058 (Fresno County 2023).

The purpose of this Plan is to outline a framework for the removal of the installed energy storage and distribution related equipment and to return the Project site to a condition as close to a pre-construction state as practical. The Project energy storage and distribution 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 prepare the Project site such that it may be reused 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 reused this Plan describes methods to decommission the facility and restore the site to predevelopment conditions. Should the site be recommissioned rather than decommissioned, it will be done so in accordance with County permitting requirements.

The BESS projects will be constructed in part to support California's current need for additional electrical supply capacity during peak load demand time periods. Fresno County has discretionary permitting authority for both projects, including the Panoche BESS electrical conductor connection on the adjacent CalPeak Panoche Peaker Plant property to the north. The California Energy Commission (CEC) permitted the Midway (Starwood) Peaker Plant and it is a CEC jurisdictional facility. Therefore, the CEC will have permitting jurisdiction for the portion of the Midway BESS electrical conductor connection on the Midway Peaker Plant property.

Fresno County has discretionary permitting authority for both proposed BESS projects and, as appropriate, will issue Unclassified Conditional Use Permits (UCUPs) with associated compliance with the California Environmental Quality Act (CEQA) for the projects. It is understood that

separate UCUPs can be issued for each project as requested by the applicants, but the CEQA review will be accomplished in one combined CEQA Initial Study.

Given that the Midway Peaking Plant is a CEC jurisdictional facility and that the Midway BESS Project plans to interconnect via an electrical conductor connection to a breaker at the Midway Peaking Plant, it is understood that the CEC will have jurisdiction for permitting the portion of the electrical connection addition on the peaker property. It is further understood that the CEC will require that the applicant file a Petition for Post Certification Amendment to initiate the CEC permitting process. This expected permitting path will result in two separate CEQA-related permitting approvals for the Midway BESS Project as follows: (1) Fresno County UCUP for the BESS, and (2) CEC License Amendment for the electrical conductor connection on the Midway Peaker Plant property.

1.2 Fresno County Solar Facility Guidelines

During the pre-application review process in July 2023, Fresno County stipulated that the County's Solar Facility Guidelines relative to reclamation plan requirements should be considered generally applicable to the Midway and Panoche BESS projects (Fresno County 2023).

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 and cost 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 2.0 of this Plan).

1.3 Project Locations and Overview

The Project site is located south of West Panoche Road in an unincorporated portion of northwestern Fresno County, California as shown below (see Figure 1 in Appendix A for more detail). The Midway and Panoche BESS projects are designed to be operated in conjunction with the adjacent Midway and Panoche peaker plants since they share the respective peaker's electrical interconnections to the Pacific Gas & Electric Company (PG&E) Panoche Substation and the California Independent System Operator (CAISO) controlled electrical grid. The relationship between the BESS facilities and the peaker facilities required that the BESS facilities be located as close to the peaker facilities as possible to limit the need for long gen-tie interconnections with associated cost, line loss, and environmental impacts. Given that there is not enough vacant space on the peaker properties to accommodate the BESS facilities, the facilities were located on the adjacent BESS Lease Area to the south of the peakers in an area that is already developed with three power plants and the PG&E Panoche Substation.

Decommissioning and Reclamation Plan Midway and Panoche BESS Projects



The BESS projects are located within the northern portion of an approximately 24.7-acre area (BESS Lease Area) for BESS development to be leased within a larger 91.33-acre parcel of primarily agricultural land. The usable area for BESS development within the BESS Lease Area excludes several existing transmission line rights-of-way that are not appropriate for BESS development (see Figure 2 - Preliminary Site Layout in Appendix A). The Assessor's Parcel Number (APN) for the overall area that includes the 24.7-acre lease area and BESS sites is APN 027-060-91S. The BESS projects include individual electrical conductor connection (gen-tie) routes from the BESS switchyards to the electrical interconnection points on the adjacent natural gas fueled peaker facilities to the north (see Figure 2 - Preliminary Site Layout in Appendix A). The Midway BESS will interconnect to an existing electrical breaker at the existing Midway Peaker Plant switchyard. The Panoche BESS will interconnect to the low side of the generation step-up (GSU) transformer at the existing CalPeak Panoche Peaker Plant switchyard.

The BESS Lease Area encompasses approximately 24.7 acres of primarily irrigated agricultural land (vineyard). Several transmission line rights of way traverse the BESS project site in a general northwest to southeast direction. Land uses adjacent to the combined BESS site consist of the following (see Figure 2 – Preliminary Site Layout in Appendix A):

- North (from west to east): PG&E Panoche Substation, CalPeak Panoche Peaker Plant, Midway Peaker Plant, and Wellhead Peaker Plant
- East: irrigated agricultural land
- South: irrigated agricultural land
- West: PG&E Panoche Substation

CalPeak Power, LLC was issued Conditional Use Permit (CUP) No. 2976 by Fresno County in 2001 for the CalPeak Panoche Peaker Plant (Fresno County 2001).

The CEC issued the Final Decision for the Starwood Power Project (Docket No. 06-AFC-10) on January 16, 2008 (CEC 2008). This peaking plant project is now known as the Midway Peaker and is owned by Midway Peaking, LLC.

The Midway and Panoche BESS projects, submitted separately to the CAISO, would transform the existing generating facilities by providing battery energy storage capabilities in combination with their existing technology. This would provide the PG&E system with new energy storage capabilities. The BESS projects will be charged from the grid, not from the respective peaker facilities.

1.4 Project Details

The proposed BESS developments include batteries, inverters, transformers (oil filled), augmentation, electrical cabling, interconnections to the PG&E grid via connections to existing switchyards in the adjacent gas peaker switchyards, site access roadways, material laydown areas, and stormwater infiltration basin(s). The planned Project life is up to 35 years. The battery storage technologies being considered are lithium iron phosphate and nickel manganese cobalt or other technologies that may become commercially available as the BESS project undergoes final design.

Currently, the proposed BESS areas comprise approximately 9 acres of the overall 24.7-acre BESS Lease Area. The BESS Lease Area is currently used to grow wine grapes. It is currently planned that the irrigated vineyards will be removed by the landowner prior to Project implementation and construction of the Midway and Panoche BESS Projects. Current plans are to remove the vineyards during initial site preparation and to stabilize the southern portion of the BESS Lease Area that will not be developed with the Midway and Panoche BESS projects. Approximately 1 foot on average of surface agricultural soil with organic matter will be stripped and salvaged from the approximately 9-acre northern portion of the lease area where the BESS development is planned and it will then be spread on a portion of the cleared approximately 16-acre southern area. Once the salvaged soil has been spread, the removed vineyard vegetation will be chipped and spread on the southern area prior to seeding with an approved native grass and/or wildflower seed mixture. The selected native seed mixture will be spread prior to the rainy season to facilitate germination success. The vegetation on the undeveloped southern portion of the lease area will be maintained via annual mowing as needed for fire control over the life of the BESS projects. It is expected that the soil that was salvaged and spread on the southern portion of the lease area will be available for utilization during the reclamation of the overall lease area, including the approximately 9-acre BESS area at the end of the planned up to 35-year Project life or earlier date, as applicable. As required by the County, the Project plans to implement decommissioning and reclamation procedures to restore the lease area to a condition that would support agricultural use post reclamation. Refer to Section 5.0, Decommissioning and Restoration Process, for more information.

The Project includes construction, operation, maintenance, and decommissioning/reclamation of two adjacent BESS facilities and ancillary facilities as described further in the following sections.

1.4.1 Midway BESS

The key components of the proposed Midway BESS as currently conceptualized for the purposes of this Plan are listed below.

- Batteries with up to 120 megawatt (MW) hours (MWh) of energy production capability to be located within the northeast portion of the overall approximately 24.7-acre Midway-Panoche BESS Lease Area. The Midway BESS Lease subarea encompasses approximately 5.5 acres.
- The battery storage technologies being considered are lithium iron phosphate (LFP) and nickel manganese cobalt (NMC) or other technologies that may become commercially available as the BESS project undergoes final design.
- Preliminary design for the Midway BESS Project includes 60 battery enclosures and 60 power conversion shelters (PCS)(inverters) and associated subsurface electrical cabling to connect the facilities. The battery and PCS enclosures are typically up to approximately 8-feet wide by 20-feet long by 9.5-feet tall. The spacing between battery enclosures is typically 10 feet. Battery augmentation is included in the Project design.
- The proposed Midway BESS Project includes installation of a switchyard in the northern portion of the BESS Lease subarea. The currently envisioned output of the Midway BESS Project is 120 MW (net) at the point of interconnect (POI) at the Midway Peaker Plant. The interconnection at the Midway Peaker Plant will require an approximately 380-foot-long 13.8 kilovolt (kV) electrical conductor connection to an existing 13.8 kV/115 kV generation step-up transformer (GSU) at the Midway Peaker switchyard that will involve CEC permitting for the portion on the Midway Peaker Plant property. Two new approximately 60- to 80-foot tall power poles and transition equipment will need to be installed on the Midway Peaker Plant.
- Foundations for the BESS facilities, including battery and PCS enclosures are planned to be drilled pier foundations. Minimal soil import and/or export are planned and the project development plans involve balancing cut and fill onsite, as practical, while maintaining proper drainage and stormwater flow on and off the site.
- Primary access for the Midway BESS site will be via the existing north/south farm road connecting to West Panoche Road. A BESS site entrance will be installed at the southeast corner of the Midway BESS Lease subarea and the portion of the existing farm road between West Panoche Road on the north and the BESS site entrance on the south will be upgraded and paved for all weather access.
- Primary access for the Panoche BESS site will be via the existing access road on the Panoche Peaker plant property that connects to West Panoche Road. A short, paved

extension will be added to the southern end of the existing road to connect it to the Panoche BESS site.

- Internal access roads will be constructed within the BESS Lease subarea.
- Construction laydown will involve temporary use of a portion of the BESS Lease Area for parking, laydown and staging of equipment and materials, etc. The temporary construction laydown area will be covered with gravel.
- Stormwater runoff will be captured in an appropriately sized infiltration basin on the eastern portion of the Midway BESS Lease subarea.

1.4.2 Panoche BESS

The key components of the proposed Panoche BESS as currently conceptualized for the purposes of this Plan are listed below.

- Batteries with up to 57 MWh of energy production capability to be located within the northwest portion of the overall approximately 24.7-acre Midway-Panoche BESS Lease Area. The Panoche BESS Lease subarea encompasses approximately 3.5 acres.
- The battery storage technologies being considered are LFP and NMC or other technologies that may become commercially available as the BESS project undergoes final design.
- Preliminary design for the Panoche BESS Project includes 29 battery enclosures and 29 PCS (inverters) enclosures and associated subsurface electrical cabling to connect the facilities. The battery and PCS enclosures are typically up to approximately 8-feet wide by 20-feet long by 9.5-feet tall. The spacing between battery enclosures is typically 10 feet. Battery augmentation is included in the Project design.
- The proposed Panoche BESS Project includes installation of a switchyard in the northern portion of the BESS Lease subarea. The currently envisioned output of the Panoche BESS Project is 57 MW (net) at the POI at the Panoche Peaker Plant. The interconnection will require an approximately 300-foot-long, 13.8 kV electrical conductor connection to the existing GSU (low side) at the Panoche Peaker Plant. One new approximately 60- to 80-foot tall power pole and transition equipment will need to be installed on the Panoche Peaker Plant.
- Foundations for the BESS facilities, including battery and PCS enclosures are planned to be drilled pier foundations. Minimal soil import and/or export are planned and the project development plans involve balancing cut and fill onsite, as practical, while maintaining proper drainage and stormwater flow on and off the site.
- Primary access for the Panoche BESS site will be via the existing access road on the Panoche Peaker plant property that connects to West Panoche Road. A short, paved extension will be added to the southern end of the existing road to connect it to the Panoche BESS site.
- Internal access roads will be constructed within the BESS Lease subarea.

- Construction laydown will involve temporary use of a portion of the BESS Lease Area for parking, laydown and staging of equipment and materials, etc. The temporary construction laydown area will be covered with gravel. This area will be a shared facility with the Midway BESS Project.
- Stormwater runoff will be captured in an appropriately sized infiltration basin on the eastern portion of the Panoche BESS Lease subarea.

2.0 RECLAMATION PLAN CONTENT

The County Solar Facility Guidelines (Fresno County 2017) include a requirement for preparing a Reclamation Plan (Item 6). The County's Guidelines for Preparing a Solar Electrical Generation Facility Reclamation Plan (Fresno County 2023) include nine requirements which are addressed below.

1. Description of present use of the site.

The primary land use of the BESS Project site is vineyards. The BESS Project site has been used primarily for agricultural crop production since at least 1950 (AECOM 2023). There are two existing transmission line corridors that are present on the western portion of the overall BESS Project site. Approximately 1 acre of the northernmost portion of the overall BESS Project site is barren land adjacent to the Midway Peaking Plant on the north and the Wellhead Electric Peaker Plant on the east. This area was previously used for laydown during construction of the adjacent peaker plants. The BESS Project overhead electrical connection routes are present on developed portions of the Midway and Panoche peaking plants to the north of the BESS Project area. The primary access road to be used to connect the Midway BESS Project area to West Panoche Road is currently used primarily as a private farm access road. The secondary access road on the Panoche Peaker Plant property is used to access PG&E Panoche Substation and the Panoche Peaker Plant.

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

Section 1.4 includes a description of the proposed project facilities. The modular BESS battery and inverter enclosures will be installed on drilled pier piles consisting of concrete with reinforcing steel. The electrical connections between battery enclosures, inverters, and the onsite switchyards will be installed underground or overhead in cable trays. Additional facilities include the BESS switchyards and overhead electrical connections to the existing peaker switchyard facilities to the north of the BESS Project area. The overhead electrical connections to the existing peaker switchyards to the north of the BESS area will be 13.8 kV for the Panoche BESS and Midway BESS Projects. The BESS facility areas will be surrounded by chain link 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 up to approximately 35 years

Decommissioning and Reclamation Plan Midway and Panoche BESS Projects

from the commencement of operations. Extension of use would be in accordance with landowner and County permitting requirements.

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

The BESS Project site, including the primary access road connecting to West Panoche Road is presently owned by PAO Investments, LLC. The BESS Project will lease the 24.7-acre BESS site from the property owner. The BESS Lease Area is located within 91.33-acre, APN 027-060-91S.

The short overhead electrical connections to the adjacent peaker plant switchyards will require lease agreements with the current lease owners. The approximately 300-foot-long overhead 13.8 kV connection on the Panoche Peaker Plant site is on APN 027-060-61SU and will require a sublease from CalPeak Power-Panoche, LLC. The approximately 380-foot-long overhead 13.8 kV connection on the Midway Peaker Plant site is on APN 027-060-82SU and will require a sublease from Midway Peaking, LLC.

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 BESS Project to agricultural use ready condition are included in Section 3 of this Plan. The BESS Lease Area landowner's expectation is that the land be returned to "agricultural-ready" condition at the end of the up to 35-year lease. It is expected that decommissioning and reclamation of the BESS Project site will require 2 to 3 months to remove the above ground and below ground facilities, including drilled pier foundations, and an additional 1 to 2 months to recontour the site and replace the salvaged/stockpiled topsoil on the BESS development area.

This Plan contemplates: (1) decommissioning the Project including removal of all surface and subsurface BESS Project facilities on the lease area; (2) removal of all hazardous materials and disposal and/or salvage/recycling of materials at approved facilities; and (3) recontouring the BESS Project site to approximate predevelopment contours, including redistributing the

salvaged/stockpiled mulched agricultural topsoil from the southern area to the developed northern portion of the BESS Project site. Based on landowner preferences, the reclamation plan does not include installation of an irrigation system or planting of an agricultural crop as part of the reclamation activities. However, the land will be returned to an agricultural use ready condition.

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 in Appendix A.

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

A preliminary cost estimate to implement the Decommissioning and Reclamation Plan will be submitted under separate cover.

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 will be made to the County of Fresno in the form of cash and maintained through an escrow arrangement or other form of security acceptable at the discretion of the Board of Supervisors

Financial assurances will be provided based on forthcoming discussions with the County and the final engineer cost estimate noted under Item 7, above.

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

Copies of notification letters to applicable owners of record for the BESS Project lease area and the overhead electrical lines on the Midway and Panoche peaker plant properties are presented in Appendix B.

3.0 BASELINE CONDITIONS

The 24.7-acre BESS Lease Area is currently in irrigated agricultural use (vineyard) and is considered to be Prime Farmland (CDOC 2023). The parcel is not in a Land Conservation Easement or a Williamson Act Contract (Fresno County 2006). The applicants acknowledge the County's Right to Farm Ordinance and will record a Right to Farm Notice prior to the County issuing UCUPs for the Midway and Panoche BESS projects, as required.

The Midway and Panoche peaker plant properties where the electrical gen-tie interconnections will occur are developed industrial power plant sites.

3.1 Soil Conditions

Table 1 presents selected agricultural related soil classifications for the two soil types identified on the overall approximately 24.7-acre BESS Lease Area. The majority of the overall BESS Project site consists of Panoche clay loam, 0-2% slope soils. The Panoche clay loam soil type is mapped by the Natural Resources Conservation Service (NRCS) as encompassing the entire portion of the BESS Lease Area to be developed with BESS facilities as well as the majority of the southern portion of the BESS Lease Area. Approximately 3 acres of the overall BESS Lease Area in the southernmost portion is mapped by the NRCS as Cerini clay loam, subsided, 0-5% slope soils. This southernmost area is not part of the proposed BESS development area although the existing vineyards present on this area will be removed as part of the initial site preparation phase.

Table 1
Project Site Soils Characteristics¹

Map Symbol	Map Unit Name	~Acres/ % of Area	LCC Rating Irrigated/ Non-Irrigated	Storie Index	Hydrologic Soil Group
442	Panoche clay loam, 0-2% slopes	22 ac.// 88%	1/7c	85 Grade 1, Excellent	C
491 ²	Cerini clay loam, subsided, 0-5% slopes	3 ac./ 12%	2e/7e	69 Grade 2, Good	C

¹Source: NRCS. Web Soil Survey. Fresno County, California, Western Part. Accessed September 25, 2023.

² The mapped extent of the Cerini clay loam is south of the proposed BESS development area.

Land Capability Classification (LCC) demonstrates the suitability of soils for growing field crops. The LCC rating for the majority of the soils present in the BESS Lease Area (Panoche clay loam) are Class 1 when irrigated and Class 7c when not irrigated (NRCS 2023). Class 1 soils have minimal limitations that restrict their use. Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat. The “c” designation denotes dry climate conditions. The Cerini clay loam soils present in the southern portion of the BESS Lease Area are rated LLC class 2e when irrigated and 7e when not irrigated. Class 2 soils have moderate limitations that restrict the choice of plants or that require moderate conservation practices. The “e” designation denotes an erosion hazard if crops are not placed close together.

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. The Storie Index assesses the productivity of a soil from the following four characteristics: factor A, degree of soil profile

development; factor B, texture of the surface layer; factor C, slope; and factor X, manageable features, including drainage, microrelief, fertility, acidity, erosion, and salt content. Numerical ratings are as follows: grade 1 (excellent) = 100 to 80; grade 2 (good) = 79 to 60; grade 3 (fair) = 59 to 40; grade 4 (poor) = 39 to 20; grade 5 (very poor) = 19 to 10; and grade 6 (nonagricultural) = less than 10.

Hydrologic soil group C soils have slow infiltration rates when thoroughly wetted, consisting chiefly of (1) soils with a layer that impedes the downward movement of water, or (2) soils with moderately fine or fine textures and slow infiltration rate. These soils have a slow rate of water transmission.

3.2 Historical Agricultural Use

The 24.7-acre BESS Project site is primarily irrigated vineyard. The Project site has been used primarily for agricultural production since at least 1950 based on historical aerial photography review (AECOM 2023). Several non-cultivated areas exist in the vicinity of the existing transmission towers along the two transmission line rights-of-way that traverse the property as well as the barren, undeveloped areas near the PG&E Panoche Substation and near the Midway and Wellhead Electric peaker plants as well as existing perimeter roadways.

The irrigation system on the BESS Project site will be disconnected and removed by the property owner prior to BESS site development and vineyard removal. The water supply for the existing irrigated vineyards is under the control of the property owner and will not be available for use as part of the BESS Project. No water wells are known to be located on the BESS Project site (AECOM 2023).

4.0 PROJECT FACILITIES AND EQUIPMENT

The BESS development equipment and facilities as currently envisioned would include batteries, inverters, switchyards, transformers (oil filled), underground and overhead electrical connections, site access roadways, drainage control system with stormwater infiltration basin, and temporary material laydown area(s).

4.1 Foundations and Drainage Systems

Foundations for the BESS facilities, including battery and PCS enclosures are planned to be drilled pier foundations. The drilled pier foundations will consist of concrete and reinforcing steel. The actual drilled pier foundations dimensions will be determined during the final design stage following completion of a detailed geotechnical investigation of the site. Preliminary design indicates that drilled pier foundations to support battery and PCS (inverter) enclosures could be approximately 2 feet in diameter and up to about 20 feet deep. It is currently estimated that up to approximately 1,068 drilled pier foundations will be required to support the battery and PCS

enclosures. The overhead power poles to be installed on the Midway and Panoche peaker plant sites will also require drilled pier foundations. Concrete matt foundations may be needed to support selected equipment.

The stormwater management facilities are expected to include catch basins and subsurface drainage pipes leading to onsite, earthen bottom infiltration basins in each BESS area.

Minimal soil import and/or export are planned and the project development plans involve balancing cut and fill onsite, as practical, while maintaining proper drainage and stormwater flow on and off the site. The grading and drainage plan will be designed to maintain offsite stormwater flows from the BESS Project lease area at pre-project levels in accordance with Fresno County stormwater regulations. Best management procedures will be implemented to protect water quality in accordance with a construction stormwater pollution prevention plan (SWPPP).

4.2 BESS Enclosures, Inverters, and Onsite Electrical Collection Systems

Once the site has been prepared, including grading and drilled pier foundation installation, the primary BESS related equipment will be installed. The battery storage technologies being considered are LFP and NMC or other technologies that may become commercially available as the BESS project undergoes final design. Regardless of the battery technology selected, the batteries and PCS (inverters) units will be configured and delivered preassembled in modular metal enclosures that will be delivered via truck and placed directly on the drilled pier foundations using a crane and then secured. The preliminary design plan include 65 battery enclosures and 65 PCS enclosures as shown on Figure 2 in Appendix A. The standard enclosure dimensions are typically 8-feet wide by 20-feet long by 9.5-feet tall. Depending on the final design and manufacturer selected, the number of enclosures and/or dimensions may vary.

Once the battery and PCS enclosures are set on the foundations, electrical wiring connections between the battery and PCS enclosures will be installed either underground in trenched conduit and/or above ground cable trays. In addition, the BESS facilities will be connected to their respective switchyard facilities.

4.3 BESS Switchyards

The Project includes installation of two switchyard facilities, one for each BESS facility (see Figure 2 in Appendix A). The switchyard areas will be graded and compacted, and the equipment placed on drilled pier, concrete pad, and/or pile foundations. Structural components in each BESS switchyard area will include foundations, medium voltage switchgear, voltage metering equipment, instrument communication enclosure, H-frame dead end structure, and 8-foot-tall, gated security fencing with barbed wire top. Each of the dead end structures would require drilled pier foundations excavated to a depth of up to 20 feet.

The Midway BESS Project will connect to an existing GSU transformer at the Midway Peaker Plant via an overhead 13.8 kV line. Similarly, the Panoche BESS Project will connect to an existing GSU transformer at the Panoche Peaker Plant via an overhead 13.8 kV line.

The gen tie structures for both projects would include tubular steel poles and H-frame structures in the BESS switchyards with foundations excavated to an approximate depth of up to 20 feet.

4.4 Gen-tie Interconnection Lines and Connections

The planned outputs of the Midway and Panoche BESS projects are 120 MW and 57 MW (net) at the respective interconnection points at the adjacent Midway and Panoche peaker plant switchyards. The Project includes installation of overhead power lines between the BESS switchyards and the respective peaker switchyard connection points. In addition, the Project includes installation of electrical breaker equipment that will allow the BESS projects to be electrically isolated from their respective peaker connection points to allow uninterrupted service during maintenance activities.

The electrical connection for the Midway BESS switchyard to the Midway Peaker Switchyard is expected to involve installation of approximately 380 feet of overhead 13.8 kV line, including installation of three to four up to 60-foot-tall, tubular steel power poles on the Midway Peaking Plant site near the Midway Switchyard. The electrical connection for the Panoche BESS switchyard to the Panoche Peaker Switchyard is expected to involve installation of approximately 300 feet of overhead 13.8 kV cable, including installation of two to three up to 60-feet-tall, tubular steel power poles on the Panoche Peaker Plant site near the Panoche Switchyard.

4.5 Fencing

The BESS Project will involve installation of chain link security fencing with gates around the Midway BESS and Panoche BESS facilities. It is currently expected that up to approximately 3,500 linear feet of 8-foot-tall, galvanized chain link fence with three-strand barbed wire on top will be required for security.

4.6 Internal Access Roads and Driveways

The BESS Project will involve installation of internal access roads within the BESS development areas. Refer to the Site Plan in Appendix A for the envisioned layout of the internal road network. All new and upgraded roads will be paved with asphalt to make them all weather and to minimize fugitive dust. 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.

5.0 DECOMMISSIONING AND RESTORATION PROCESS

Decommissioning of the BESS Project is assumed to begin approximately 35 years after operation of the Project is initiated. The Reclamation Plan assumes that all onsite equipment and facilities associated with the BESS facility will be removed. Project decommissioning will incorporate sale and/or recycling of components; as practical.

5.1 Decommissioning Procedures and Timing

All decommissioning, reclamation, and restoration activities will adhere to the requirements of appropriate governing authorities, and will be in accordance with all applicable federal, state, and local regulations in place at the time of Project decommissioning and site reclamation. The reclamation and restoration process comprises removal of all installed equipment and infrastructure above and below ground level, site grading and recontouring, replacement of topsoil, and seeding with an approved seed mixture. 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 proper function.

Subject to compliance with any necessary regulatory approvals in place at the time, decommissioning and reclamation of the BESS Project site will occur within 12 months of either: (i) the expiration of the Project's CUPs; or (ii) the abandonment of the project without the project owner making efforts to cure a disruption of energy storage and discharge/export.

5.2 Site Preparation Activities

The BESS 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 inspections of electrical equipment and other pertinent facilities to ensure all such components are safe and ready to be removed in an approved manner. 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. Project equipment and components will be inspected prior to, during, and after removal to ensure they are safe for removal, handling, and transport. The equipment will generally be removed in reverse order of the installation, as follows:

1. Modular Battery and PCS Enclosures

- a. The BESS battery and inverter facilities will be disconnected from each other and the onsite switchyards and respective peaker switchyards.
- b. Modular battery and PCS enclosures will be: (1) inspected and secured; (2) disconnected from the drilled pier foundations; (3) removed from the foundations via crane; and (4) loaded on trucks for shipment to another project or to a recycling and/or salvage facility.

2. Pier and Foundation Removal

- a. Drilled pier foundations consisting of concrete and reinforcing steel (rebar) will be removed using excavators, backhoes, and/or hydraulic pile pulling removal equipment, as needed depending on depth of final pier design and subsurface soil characteristics. Residual holes will be backfilled with soil and compacted. Removed concrete piers will be loaded on trucks for transport to a concrete and steel recycling facility.

- 3. As applicable, slab on grade concrete foundations and support pads such as those in the BESS switchyards 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.

4. Electrical Demolition

- a. Electrical demolition includes the removal of all electrical equipment and associated infrastructure that is not included in the battery and PCS enclosures which were described previously under Item 1, above. Subsurface power connection and aggregation wiring between the battery and PCS enclosures and the onsite switchyards will be removed by cutting and pulling wires and removing buried conduit. 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 above ground and below ground electrical equipment. Removal of onsite BESS switchyard equipment includes transformers, switches, dead-end structures, overhead lines, equipment pads, and grounding grid. Underground equipment to be removed consists of underground cables, conduit, and electrical lines. Equipment will be: (1) de-energized prior to removal; (2) salvaged (where possible); (3) placed in appropriate shipping containers; and (4) secured in a truck transport trailer for transport offsite.

All surface and subsurface electrical equipment will be removed for offsite recycling or disposal. All electrical cabling and conductors are assumed to be removed and aggregated for recycling. All decommissioning, recycling, and disposal of electrical devices, equipment and wiring/cabling will be conducted in accordance with applicable federal, state, and local standards and guidelines.

b. The overhead 13.8 kV gen tie interconnections to the Midway and Panoche peaker plant switchyards will be removed. Overhead electrical lines and poles and electrical connection equipment on the peaker facility properties will be removed and recycled, reused, or disposed of in accordance with regulatory requirements at the time of decommissioning. Residual holes from pole foundation removal on the peaker facility properties will be backfilled with locally available soil.

5. Civil Site Reclamation

- a. Fencing will be removed and will be recycled off site by an approved recycler.
- b. Paved interior access roads be removed and the asphalt, mixed with road base gravel, will be hauled offsite for recycling at an approved facility.
- c. Onsite BESS fire water tank(s) will be removed and transported offsite for sale, recycling, or disposal at an approved location.

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 sites. The stockpiles will then be transported to an offsite 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.

Consistent with Fresno County policy guidelines, offsite recycling and salvage of BESS equipment will be performed at local facilities in Fresno County as available and practical at the time of decommissioning. Currently there are recycling and salvage facilities in the general Fresno area within approximately 60 miles of the BESS Project site.

5.5 Hazardous Waste

Relatively small quantities of hazardous materials would be used and/or hazardous wastes generated during decommissioning. Disposal and transportation of hazardous wastes will be conducted in compliance with appropriate state and federal laws, ordinances, regulations, and standards. Batteries are currently handled as Universal Waste for the purposes of transport to an approved recycling facility. Transformer oil will be transported to an approved recycling facility.

5.6 Site Restoration

Once all the surface and subsurface BESS facilities have been removed from the northern portion of the 24.7-acre BESS Lease Area, the overall site will be returned to an agricultural production ready condition. Key restoration activities are planned as follows:

- (1) As needed, mow the approximately 16-acre undeveloped southern portion of the overall 24.7-acre BESS Lease Area;
- (2) Recontour and disk the overall 24.7-acre BESS Lease Area site using the spread agricultural soil that was salvaged from the northern BESS site development area when the site was prepared initially for the BESS Project and spread on the southern area;
- (3) Recontouring to consider the pre-BESS development contours and drainage control to protect against onsite and offsite drainage and erosion issues;

The landowner has stipulated in the BESS lease agreement that the site be returned to an agricultural production ready condition. The site restoration measures listed above are intended to meet the County's and the landowner's site restoration conditions.

6.0 REFERENCES

AECOM. 2023. Phase I Environmental Site Assessment, Proposed Midway-Panoche Agricultural Land Adjacent to the Southeast of 43627 and 43699 West Panoche Road, Firebaugh, CA. Prepared for Middle River Power, LLC. August.

California Department of Conservation (CDOC). 2023. California Important Farmland Finder. <https://maps.conservation.ca.gov/DLRP/CIFF/>

California Energy Commission (CEC). 2008. Final Decision for the Starwood Power Project (Docket No. 06-AFC-10). January 16.

Fresno County. 2023. Pre-Application Review Nos. 23-001853 and 23-012058 for Battery Energy Storage Facilities. Letter from J. Shaw (Fresno County Planner) to J. Boyer (applicant) dated August 22, 2023.

2017. County of Fresno, Solar Facility Guidelines. Revised by Board of Supervisors, December 17, 2017.

2006. Notice of Partial Nonrenewal Land Conservation Contract ALC #367. November 6.

2001. Initial Study and Negative Declaration for CalPeak Panoche Peaker Plant. Documentation provided by J. Shaw (County Planner) to Patch Services (R. Ray) in 2023.

**Decommissioning and Reclamation Plan
Midway and Panoche BESS Projects**

Natural Resources Conservation Service (NRCS). 2023. Web Soil Survey, Fresno County, California, Western Part. Accessed September 25, 2023.
<https://websoilsurvey.nrcs.usda.gov/app/>

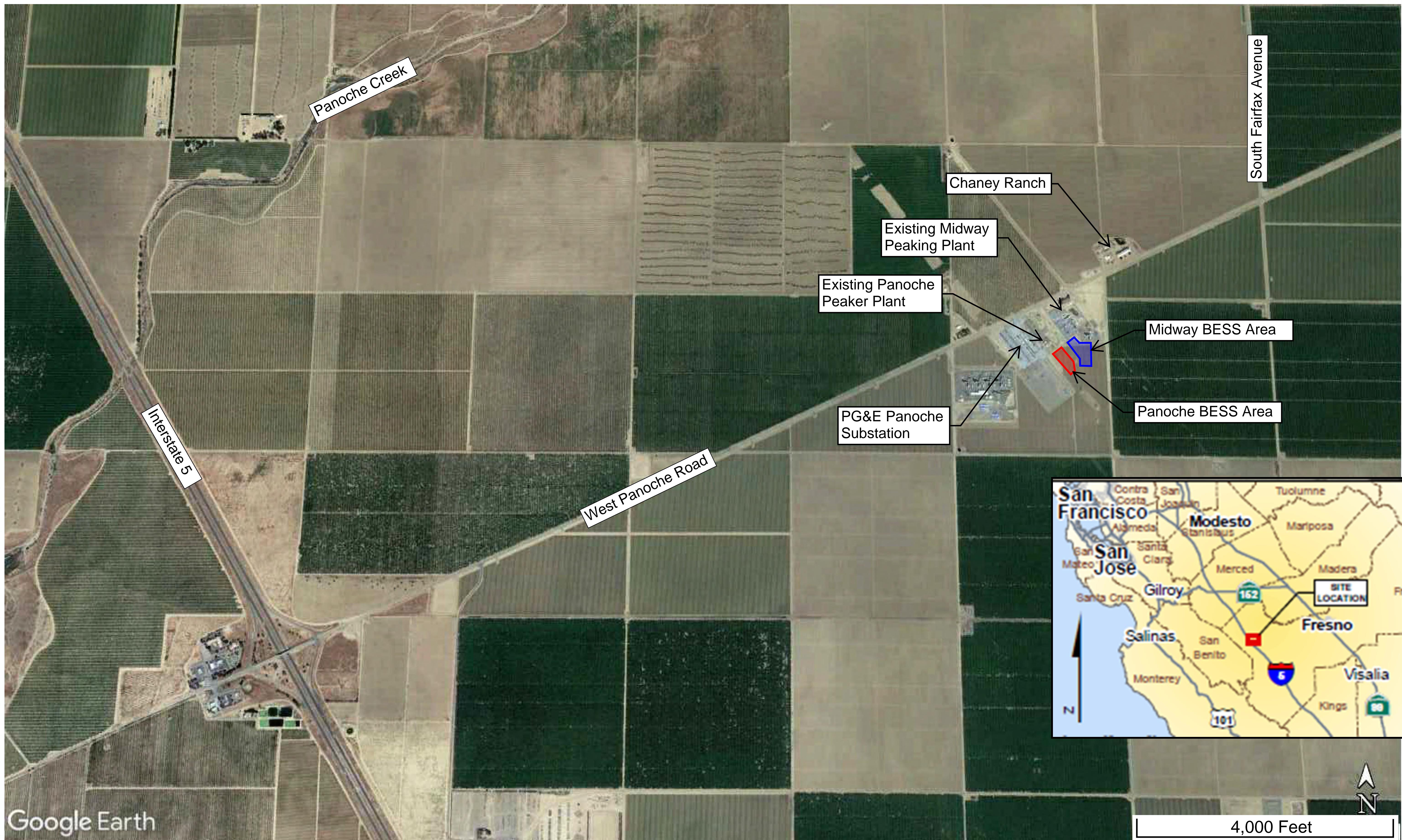
**Decommissioning and Reclamation Plan
Midway and Panoche BESS Projects**

**APPENDIX A
FIGURES**

This appendix presents the following figures:

- Figure 1 - Regional Location Map
- Figure 2 - Preliminary Site Layout
- Figure 3 - Preliminary Grading and Drainage Plan

The Preliminary Site Layout shows the proposed BESS project facilities to be installed and that will need to be removed during the decommissioning phase at the end of the Project life. The Preliminary Site Layout and the Preliminary Grading and Drainage Plan are subject to refinement during final project design.



THIS DRAWING WAS PREPARED BY PATCH SERVICES FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH PATCH SERVICES AND PATCH'S CLIENT IS GRANTED.

△				
△				
△				
△				
△				
△	06-14-2023	REGIONAL LOCATION MAP	DM	RR
REV	DATE	DESCRIPTION	DRW'N BY	CH'K BY
			PROJECT ENGR	ENG'R APP'D BY

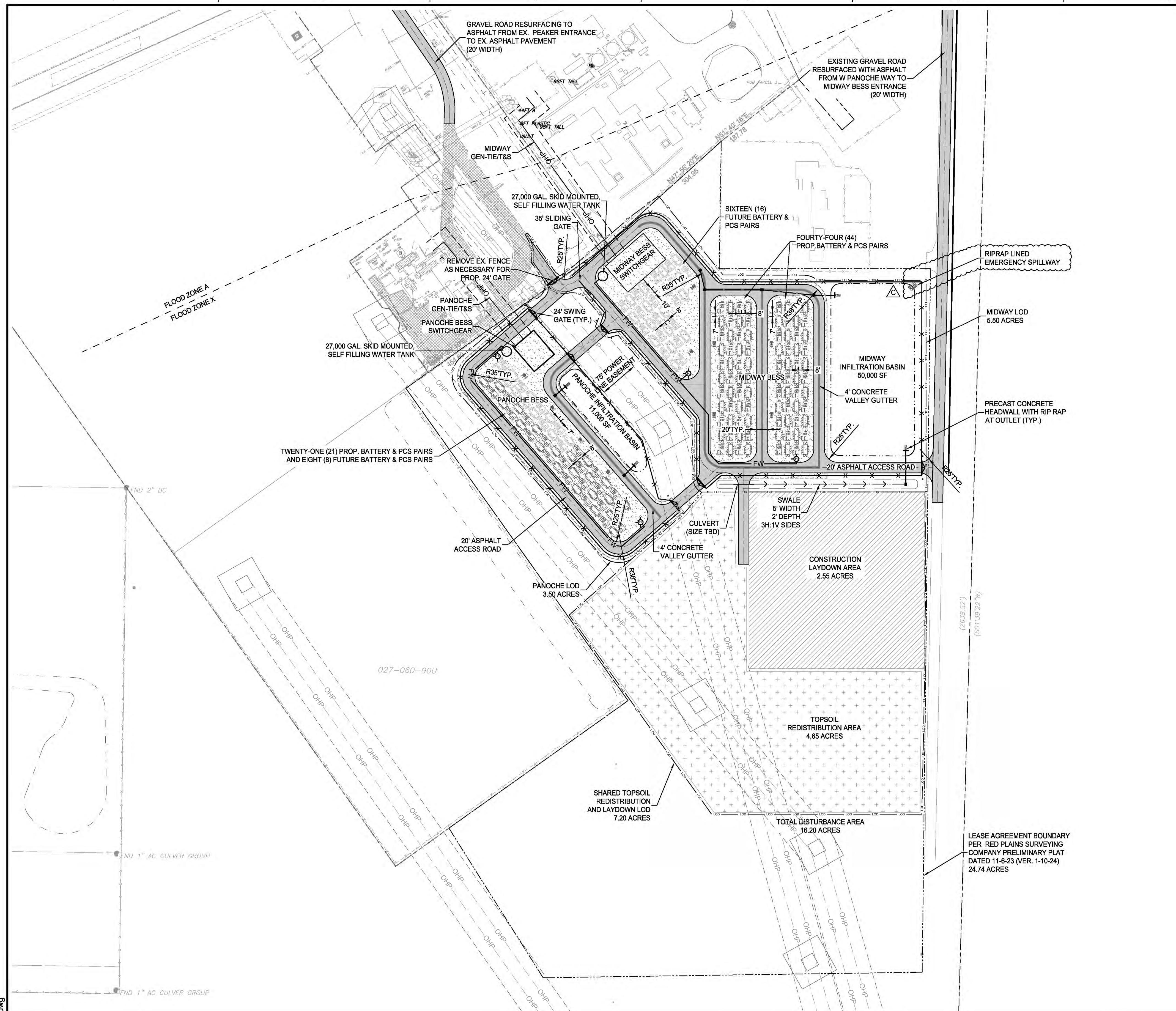


PATCH SERVICES
CALIFORNIA * ENGINEERING * TEXAS
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21175 TOMBALL PARKWAY
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HOUSTON, TX 77070
PHONE: 281-330-1466
FAX: 832-698-2835

Figure 1 - Regional Location Map for Midway and Panoche BESS Projects

SCALE:	AS SHOWN
JOB NO:	-
DATE:	06-14-2023
DRAWN BY:	DM
CHECKED BY:	RR
DRAWING NUMBER	SHEET NUMBER
DRAWING #1	REV



GENERAL NOTES

1. COORDINATES LISTED ARE BASED ON NSRS 2011, CALIFORNIA STATE PLANE ZONE IV, US SURVEY FOOT.
2. THE BOUNDARY AND BASIS OF BEARING IN THIS SITE PLAN ARE BASED ON THE SURVEY PROVIDED BY MRP CONTAINED WITHIN THE DRAWING "Midway-Panoche Topo & Trees - CAD Ver 09-05-2023.dwg" AND "Midway BESS Lease Area 24.74 acres - Ver 10-19-23.dwg"
3. CONTRACTOR SHALL VERIFY DIMENSIONS, PROPERTY BOUNDARY, AND EXISTING BENCH MARKS PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES.
5. ALL AREAS OF DISTURBANCE OUTSIDE OF BESS PAD AND ACCESS ROADWAY TO BE SEALED OR OTHERWISE PROVIDED EROSION PROTECTION IN ACCORDANCE WITH PROJECT SWPPP AND EROSION CONTROL PLAN.
6. AFTER STRIPPING TOPSOIL, TEMPORARILY STABILIZE CONSTRUCTION LAYDOWN AREA WITH NON WOVEN GEOTEXTILE FABRIC AND 12" OF CALTRANS CLASS 2 AGGREGATE BASE COURSE. REMOVE AGGREGATE AND FABRIC AFTER PROJECT COMPLETION, REDISTRIBUTE, AND SEED FOR FINAL STABILIZATION.

LEGEND

— — — — —	PROPERTY LINE
— — — — —	BESS LEASE AREA BOUNDARY
— x — x — x —	EXISTING CHAINLINK FENCE
— x — x — x —	PROPOSED CHAINLINK FENCE
— — — — —	EXISTING EASEMENT
 1210	EXISTING HYDRANT
— — — — — OHP — — —	EXISTING OVERHEAD POWER
	EXISTING POWER POLE
— — — — —	FEMA FLOOD ZONE X BOUNDARY
— — — — —	PROP. ROAD CENTERLINE
— — — — — OHP — — —	PROP. OVERHEAD POWER
— → → → → —	SWALE FLOW LINE
— — — — —	SWALE EDGE
LOD — — — LOD — — —	LIMITS OF DISTURBANCE
— — — FW — — —	PROP. FIRE WATER LINE
	PROP. FIRE HYDRANT
— — — SD — — —	PROP. STORM PIPE
■	PROP CATCH BASIN (CB)
— — —	PROP. HEADWALL
— — — — —	PROP. BASIN BOUNDARY
— — — — —	PROP. PAD EDGE
	BATTERY ENCLOSURE
	PCS SKID
	FUTURE BATTERY ENCLOSURE
	FUTURE PCS SKID
	AUX. POWER TRANSFORMER
BESS	BATTERY ENERGY STORAGE SYSTEM
	EXISTING ASPHALT PAVEMENT
	4" STATION FINISH STONE
	PROP. ASPHALT PAVEMENT
	PROP. CONSTRUCTION LAYDOWN AREA
	PROP. RIPRAP
	PROP. TOPSOIL REDISTRIBUTION AREA

POWER ENGINEERS

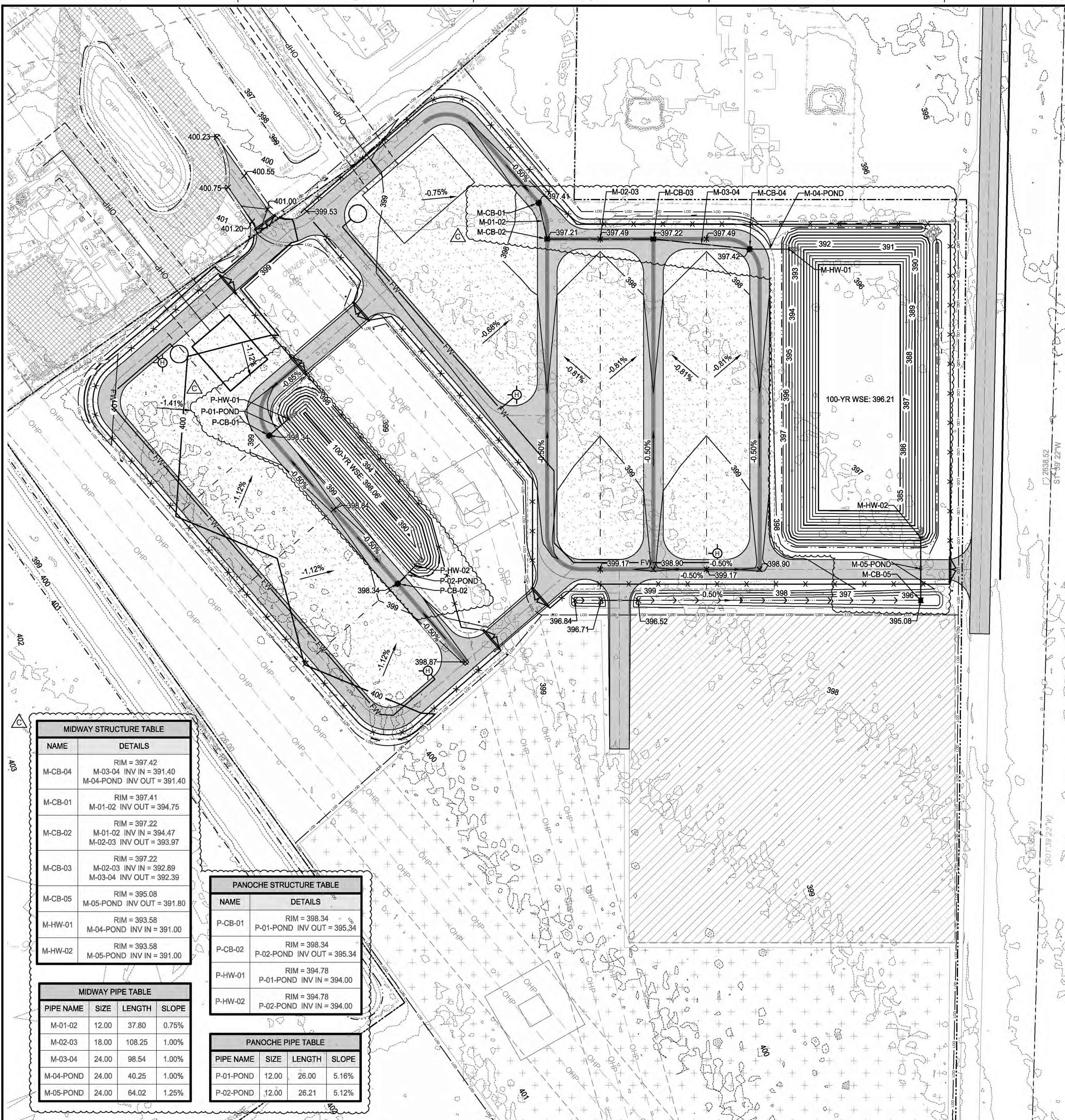
MIDDLE RIVER POWER	JOB NUMBER	REV
MIDWAY/PANOCHE BESS	246909	
	DRAWING NUMBER	
SITE PLAN	C01-01	

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PRELIMINARY

NOT FOR CONSTRUCTION

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS	DSGN	JMM
D	STORM REVISIONS	03/18/24	JMM	JMM	TJG			DRN	JMM
C	LAYOUT & MRP REVISIONS	02/07/24	JMM	JMM	TJG			CKD	TJG
B	MRP/OE COMMENT REVISIONS	01/05/24	JMM	JMM	TJG			SCALE: 1	
A	PRELIMINARY LAYOUT	11/22/23	JMM	JMM	*	*			



ESTIMATED QUANTITIES

EARTHWORK QUANTITIES SHOWN ARE ESTIMATES ONLY AND ARE IN BANK CUBIC YARDS WITH NO ALLOWANCE FOR SHRINK OR SWELL. THE CONTRACTORS SHALL CALCULATE THEIR OWN ITEMIZED EARTHWORK AND MATERIAL QUANTITIES FOR THIS PROJECT. QUANTITIES DO NOT INCLUDE EXCAVATED OR FILL MATERIAL FOR FOUNDATION WORK.

MIDWAY

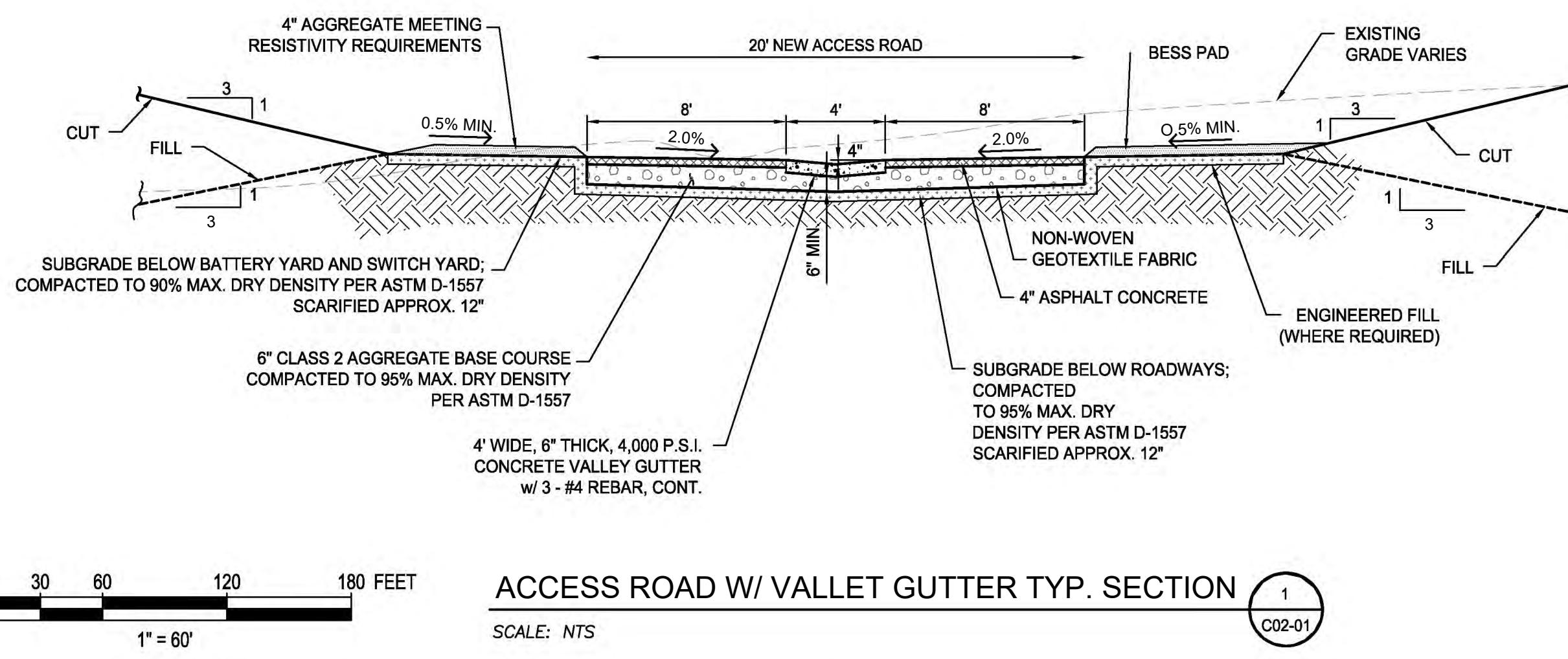
LIMITS OF CONSTRUCTION (DISTURBED AREA)	5.50 ACRES
TOPSOIL (ORGANICS, 12") REMOVAL	8,850 C.Y.
REDISTRIBUTED TOPSOIL (12")	8,850 C.Y.
EXCAVATED NATIVE SOIL USED FOR FILL	12,870 C.Y.
ASPHALT DRIVE (4")	675 C.Y.
NONWOVEN GEOTEXTILE	6,000 S.Y.
IMPORTED AGGREGATE BASE COURSE (12")	2,020 C.Y.
IMPORTED FINISH YARD ROCK (4")	1,260 C.Y.
IMPORTED RIPRAP	10 C.Y.
TOTAL IMPORTED MATERIAL	3,965 C.Y.
CATCH BASIN	5 EA.
STORM PIPE	350 L.F.
CONCRETE HEADWALL	2 EA.
8' CHAINLINK FENCING	1,970 L.F.
24' SWING GATE	3 EA.
35' SLIDE GATE	1 EA.

PANOCHE

LIMITS OF CONSTRUCTION (DISTURBED AREA)	3.50 ACRES
TOPSOIL (ORGANICS, 12") REMOVAL	5,200 C.Y.
REDISTRIBUTED TOPSOIL (12")	5,200 C.Y.
EXCAVATED NATIVE SOIL USED FOR FILL	1,700 C.Y.
ASPHALT DRIVE (4")	360 C.Y.
NONWOVEN GEOTEXTILE	3,260 S.Y.
IMPORTED AGGREGATE BASE COURSE (12")	1090 C.Y.
IMPORTED FINISH YARD ROCK (4")	680 C.Y.
IMPORTED RIPRAP	10 C.Y.
TOTAL IMPORTED MATERIAL	2,140 C.Y.
CATCH BASIN	2 EA.
STORM PIPE	52 L.F.
CONCRETE HEADWALL	2 EA.
8' CHAINLINK FENCING	1,215 L.F.
24' SWING GATE	3 EA.

LEGEND

- 221 ----- EXISTING MINOR CONTOUR
- 220 ----- EXISTING MAJOR CONTOUR
- 223 ----- PROPOSED MINOR CONTOUR
- 225 ----- PROPOSED MAJOR CONTOUR
- - - - - - GRADE BREAK



GENERAL NOTES

- ALL ELEVATIONS ARE IN US FEET SHOWN FOR THE SUBSTATION SITE. GRADING ARE SUBGRADE ELEVATIONS. SUBGRADE REPRESENTED BY TOP OF DIRT WITHIN THE STATION FENCE, TOP OF ROAD STONE OR TOP OF TOPSOIL OUTSIDE THE FENCE.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 1' INTERVALS.
- ALL CUT & FILL SLOPES SHALL BE AT 3:1 UNLESS NOTED OTHERWISE.
- COORDINATE ELECTRICAL GROUNDING INSTALLATION WITH CIVIL WORK SHOWN.
- THE TOP LAYER OF UNSUITABLE ORGANIC TOPSOIL MATERIAL WITHIN THE GRADING LIMITS SHALL BE STRIPPED TO A MINIMUM DEPTH OF 12 INCHES AND DISPOSED OF OFF SITE TO THE OWNER'S DESIGNATED PLACE.
- AFTER SITE STRIPPING, PRIOR TO PLACING AGGREGATE OR FILL MATERIAL, SUBGRADE SHALL BE PROOF ROLLED WITH A LOADED DUMP TRUCK AND INSPECTED. ANY SOFT AREAS SHALL BE EXCAVATED AND FILLED WITH COMPACTED ENGINEERED FILL. IN AREAS REQUIRING FILL PLACEMENT THE SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF APPROX. EIGHT (8) INCHES AND MOISTURE CONDITIONED BETWEEN MINUS TWO (-2) AND PLUS THREE (+3) PERCENT OF THE OPTIMUM MOISTURE CONTENT. SEE GEOTECHNICAL REPORT FOR DETAILS.
- ENGINEERED FILL SHALL BE COMPAKTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-1557.
- BASE MATERIAL SHALL BE CALTRANS CLASS 2 AGGREGATE BASE COURSE.
- THE CONTRACTOR SHALL VERIFY THAT NO EXISTING UNDERGROUND UTILITIES EXIST IN THE CONSTRUCTION AREA & ROAD RIGHT OF WAY PRIOR TO STARTING CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL RESEED ALL DISTURBED SURFACES PER SWPPP AND EROSION CONTROL PLAN (WHEN DEVELOPED).
- EROSION CONTROL BMP'S TO BE IN PLACE PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES.
- GRADE CULVERT INLETS & OUTLETS AS NECESSARY TO ENSURE POSITIVE DRAINAGE. RIP RAP SHALL BE PLACED AT OUTLETS.
- FOR GEOTECHNICAL INFORMATION REFER TO THE GEOTECHNICAL ENGINEERING REPORT (WHEN AVAILABLE).
- CATCH BASINS, STORM PIPES, AND CULVERT END TREATMENTS SHALL BE PRECAST CONCRETE UNLESS OTHERWISE NOTED.
- CATCH BASIN SHALL BE A CALTRANS STD TYPE G1 INLET PER STD DETAIL D73B, WITH CALTRANS STD TYPE 24-12X FRAME AND GRATE PER STD DETAIL D77B.
- PRECAST CONCRETE HEADWALL SHALL BE CALTRANS STD H = 3'-8" PER STD DETAIL D89B.
- IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER.
- MATCH GRADES AT EXISTING IMPROVEMENTS.
- INFILTRATION BASIN 100-YR WATER SURFACE ELEVATION (WSE) ASSUMING ZERO INFILTRATION SHOWN FOR SIZING PURPOSES.

**Decommissioning and Reclamation Plan
Midway and Panoche BESS Projects**

**APPENDIX B
NOTIFICATION LETTER TO
PROPERTY OWNER OF RECORD**

This appendix present a copy of the letter sent to the property owner of record for the parcel where the Midway and Panoche BESS projects are located and thus will involve decommissioning and reclamation activities at the end of the Project life. The notification letter provides documentation that the applicant has provided the applicable property owner with a copy of the Reclamation Plan as required by Fresno County.

March 1, 2024

Mr. Barry S. Baker
PAO Investments, LLC
8211 N Fresno Street
Fresno, CA 93721

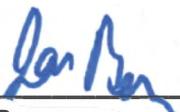
**Re: Property Owner Notification for Reclamation Plan
Midway and Panoche Battery Energy Storage System (BESS) Projects
APN 027-060-91S**

Dear Mr. Baker:

As the owner of APN 027-060-91S and the lease holder for the ~24.7-acre portion of the APN where the BESS projects will be constructed, operated, and eventually decommissioned, this letter hereby transmits to you a copy of the Reclamation Plan. Fresno County requires that a copy of the Reclamation Plan be sent to the property owner of record.

This Reclamation Plan is being submitted to Fresno County as part of the Conditional Use Permit application and review process for the BESS projects. We understand that the owner's requirements will also need to be addressed during the decommissioning process at the end of the lease term.

Sincerely,



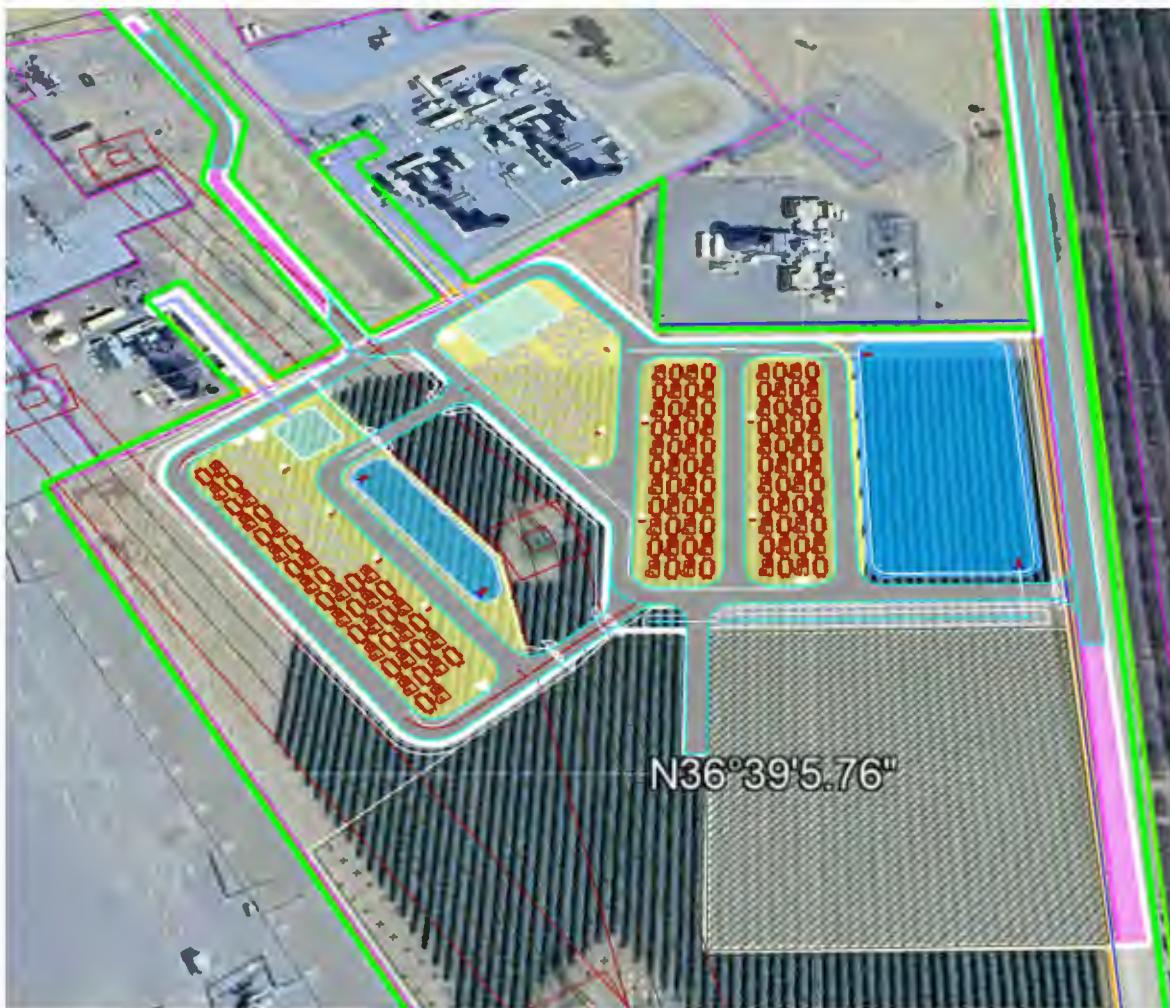
Jon Boyer
Director of Environmental, Health and Safety
Middle River Power

Attachment

MIDWAY & PANOCHE

PRELIMINARY
SITE RECLAMATION COST ESTIMATES
FOR FRESNO COUNTY REVIEW

Battery Energy Storage System (BESS) Projects
Fresno County, California



PATCH SERVICES LLC



PROJECT MANAGEMENT

333 Sunset Avenue, Suite 210
707.425.4949 Phone

ENGINEERING

CONSTRUCTION MANAGEMENT

Suisun City, CA 94585
www.patchservices.com

March 2024

Updated September 2024

I. OVERVIEW

This Reclamation Estimate for the Midway and Panoche BESS Projects identifies the expected cost, in 2024 dollars, to remove all aboveground and below ground Plant equipment and materials and recontour the BESS Sites to their pre-construction condition.

Although the Midway and Panoche BESS Projects are located adjacent to each other and share several Project components, the Reclamation Estimates address the costs associated with the Reclamation of each Project Site individually. These Reclamation Estimates are submitted to fulfill the requirements of the Fresno County Solar Facility Guidelines (Fresno County 2017) and remedial measures related to post-operational site reclamation.

II. SCOPE

This Scope of the Reclamation Estimates is consistent with the environmental Decommissioning and Reclamation Plan narrative. The estimated costs and schedule associated with this reclamation effort include:

- Removal of all surface and subsurface BESS Project facilities on the lease areas;
- Handling, load out and removal of all hazardous materials for proper disposal;
- Handling and loadout of all non-hazardous equipment and materials for proper disposal;
- Recontouring the BESS Project sites to approximate predevelopment contours, including redistributing the topsoil from an on Site stockpile.

The estimated quantities of equipment and materials are based on drawings:

- Power Engineers, Midway/Panoche BESS, Site Plan (Dwg. No. CO1-01), dated 03.18.2024;
- Power Engineers, Midway/Panoche BESS, Grading & Drainage Plan (Dwg. No. C02-01), dated 03.18.2024.

III. ESTIMATE ORGANIZATION & COSTING

The estimated costs are broken down into the multiple types of work activities that include both construction labor and construction equipment required to reclaim the Sites.

PATCH SERVICES LLC



PROJECT MANAGEMENT

333 Sunset Avenue, Suite 210
707.425.4949 Phone

ENGINEERING

CONSTRUCTION MANAGEMENT

Suisun City, CA 94585
www.patchservices.com

The labor portion of the estimate uses the work breakout categories and assigns the crew size needed to safely complete that activity. The manhours are based on the crew size needed to perform the identified task multiplied by the estimated time required to perform that task. The direct labor costs are based on local building trade rates (2023) for this area and are included herein. Estimated overhead and indirect costs are applied to all manhours and are listed in the body of the estimate.

Construction equipment requirements are based on identifying the particular type and size of equipment required for the given work scope. Equipment costing is based on multiplying the time the equipment is required on the Sites by the monthly rental rates applicable in this area.

IV. SUMMARY

The Reclamation Estimates for the Midway and Panoche BESS Projects provide the estimated costs required for construction labor, construction equipment, transport of identified equipment to recycling centers, and general refuse disposal. As required by Fresno County, the cost estimates do not include any consideration of salvage values.

This quantification of equipment and materials are based on the Site Plans, identified Plant equipment, local pricing and our collective construction experience.

V. ATTACHMENTS

1. Midway BESS Decommissioning Cost Estimate
2. Panoche BESS Decommissioning Cost Estimate
3. Project Decommissioning Schedules (assume 35-year project life)
4. Power Engineers Site Plans (dated 3/18/2024)



MIDDLE RIVER POWER

Midway BESS Decommissioning Cost Estimate

Issued: September 18, 2024

Work Type	Crew	Crew Size	Hours/Unit	Eq Quantity	Total MH's	Weeks	Rate	Total Cost
Shutdown and Disconnect Inverters	Electrician	2	2	60	240	3.00	\$72.82	\$ 17,476.80
	Apprentice Electrician	2	2	60	240	3.00	\$47.13	\$ 11,311.20
Remove Overhead Line	Lineman	1	10	4	40	1.00	\$91.66	\$ 3,666.40
	Groundman	2	10	4	80	1.00	\$61.25	\$ 4,900.00
	Crane Operator	1	10	4	40	1.00	\$93.83	\$ 3,753.20
Remove Skid/Container To Pier Connection	Demolition Laborer	4	0.5	122	244	1.53	\$63.81	\$ 15,569.64
Remove and Load Batteries at Site	Electrician	1	2	60	120	3.00	\$72.82	\$ 8,738.40
	Apprentice Electrician	1	2	60	120	3.00	\$47.13	\$ 5,655.60
	Laborer	3	1	60	180	1.50	\$63.81	\$ 11,485.80
	Crane Operator	1	1	60	60	1.50	\$93.83	\$ 5,629.80
Remove and Load Inverters at Site	Composite crew, IW & Electricians	3	2	60	360	3.00	\$63.81	\$ 22,971.60
	Crane Operator	1	2	60	120	3.00	\$93.83	\$ 11,259.60
Remove and Load Haul Inverter Transformers at Site	Laborer	3	2	66	396	3.30	\$63.81	\$ 25,268.76
	Crane Operator	1	2	66	132	3.30	\$93.83	\$ 12,385.56
Remove Underground Conduit and Wires	Laborer	3	1	50	150	1.25	\$63.81	\$ 9,571.50
	Equipment Operators (Excavator)	2	1	50	100	1.25	\$89.38	\$ 8,938.00
	Teamster (Dump Truck Driver)	2	1	50	100	1.25	\$76.22	\$ 7,622.00
Remove Piers/Pads; Includes battery enclosures and Inverters	Laborer	6	0.25	600	900	3.75	\$63.81	\$ 57,429.00
	Equipment Operators (Excavator)	2	0.25	600	300	3.75	\$89.38	\$ 26,814.00
	Teamster (Dump Truck Driver)	4	0.25	600	600	3.75	\$76.22	\$ 45,732.00
Rough Fill Voids Left By Piers	Laborer	4	0.01	600	24	0.15	\$63.81	\$ 1,531.44
	Equipment Operators (Excavator)	2	0.01	600	12	0.15	\$89.38	\$ 1,072.56
Remove Asphalt, Aggregate, Concrete and other imported fill materials.	Equipment Operators (Excavator)	1	0.026	3965	104	2.60	\$89.38	\$ 9,295.52
	Equipment Operators (Loader)	1	0.026	3965	104	2.60	\$89.38	\$ 9,295.52
	Teamster (Dump Truck Driver)	4	0.026	3965	416	2.60	\$76.22	\$ 31,707.52
Remove Chain-link Fencing	Laborer	3	0.007	2077	44	0.37	\$63.81	\$ 2,836.62
	Equipment Operators (Excavator)	2	0.007	2077	30	0.37	\$89.38	\$ 2,648.88
	Teamster (Dump Truck Driver)	2	0.007	2077	30	0.37	\$76.22	\$ 2,258.87
Remove Remaining Waste Materials (Pipe Culverts, Geogrid, and other misc. waste; Allowance)	Laborer	3	0.148	54.185	24	0.20	\$63.81	\$ 1,531.44
	Equipment Operators (Excavator)	2	0.148	54.185	16	0.20	\$89.38	\$ 1,430.08
	Teamster (Dump Truck Driver)	2	0.148	54.185	16	0.20	\$76.22	\$ 1,219.52
Reclaim, Grade and Contour Site (Includes loading of spread top soil)	Equipment Operators (Grader)	1	80	8850	110.63	2.77	\$89.38	\$ 9,887.66
	Equipment Operators (Dozer)	1	80	8850	110.63	2.77	\$89.38	\$ 9,887.66
	Equipment Operators (Loader)	1	80	8850	110.63	2.77	\$89.38	\$ 9,887.66
	Equipment Operator (Scraper)	2	40	8850	221.25	2.77	\$76.22	\$ 16,863.68
Transport Waste to Reclamation Facility (Allowance)	7700	Fresno County Landfill General Refuse Tipping Fee 2023 -\$26.75 per ton					\$26.75	\$ 205,975.00
Major Construction Equipment (Allowance)		See Table					\$305,700.00	\$ 305,700.00
Direct Payroll Overhead Costs		See Table					46%	\$ 196,665.41
							Summary Total:	\$ 1,135,873.90



MIDDLE RIVER POWER

Midway BESS Decommissioning Cost Estimate

MAJOR CONSTRUCTION EQUIPMENT

Description

- 14 Yard Dump Truck
- 19k Excavator
- 4 Yard Loader
- Cat 12 Motor Grader
- D6 Dozer
- 11 Yard Scraper
- Crane
- Small Tool Allowance
- Safety Equipment Allowance

QTY	Monthly Cost	Months Rented	Total
12	\$ 7,500.00	1	\$ 108,000.00
4	\$ 6,500.00	1	\$ 31,200.00
2	\$ 7,500.00	1	\$ 18,750.00
2	\$ 9,500.00	1	\$ 14,250.00
1	\$ 9,000.00	1	\$ 6,750.00
2	\$ 9,500.00	1	\$ 14,250.00
1	\$ 45,000.00	2	\$ 90,000.00
1	\$ 2,500.00	3	\$ 7,500.00
1	\$ 5,000.00	3	\$ 15,000.00

DIRECT PAYROLL OVERHEAD COSTS

Workers Comp Insurance
General Conditions
Back Office
Contingency
Supervision
Travel
Profit

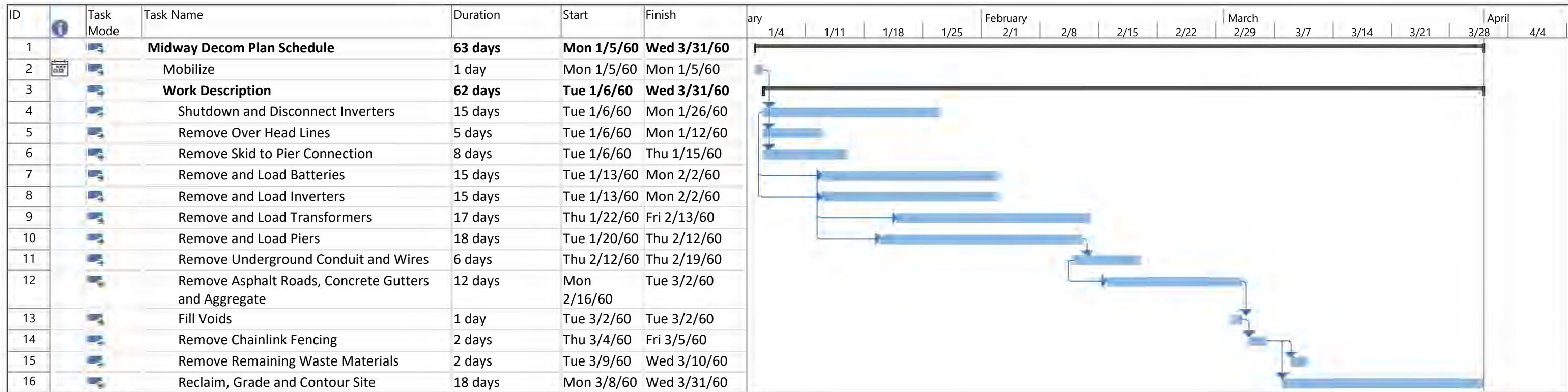
10%
5%
3%
8%
5%
5%
10%
TOTAL P/R ADDS
46%



FRESNO COUNTY

Hourly Prevailing Wage Rates 2023

Craft Type	Regular	OT	OT Sat	OT Sun
Lineman	\$ 91.66	\$ 162.39	\$ 162.39	\$ 162.39
Groundman	\$ 61.25	\$ 102.83	\$ 102.83	\$ 102.83
Ironworker	\$ 81.01	\$ 104.11	\$ 104.11	\$ 127.21
Carpenter	\$ 86.97	\$ 113.55	\$ 140.13	\$ 140.13
Demolition Laborer	\$ 63.81	\$ 81.44	\$ 81.44	\$ 99.06
Crane Operator	\$ 93.83	\$ 124.28	\$ 124.28	\$ 154.73
Equipment Operator	\$ 89.38	\$ 117.61	\$ 117.61	\$ 145.83
Truck Crane Assistant to Engineer	\$ 85.94	\$ 118.16	\$ 118.16	\$ 146.57
Teamster <65 yard, >25 yards	\$ 75.87	\$ 97.16	\$ 97.16	\$ 118.45
Teamster >65 yards	\$ 76.22	\$ 97.69	\$ 97.69	\$ 119.15
Electrician	\$ 72.82	\$ 97.15	\$ 97.15	\$ 121.48
Apprentice Electrician	\$ 47.13	\$ 71.61	\$ 71.61	\$ 71.61



Project: Midway Reclamation Date: Thu 9/19/24	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	



MIDDLE RIVER POWER

Panoche BESS Decommissioning Cost Estimate

Issued: September 18, 2024

Work Type	Crew	Crew Size	Hours/Unit	Eq Quantity	Total MH's	Weeks	Hourly Rate	Total Cost
Shutdown and Disconnect Inverters	Electrician	2	2	29	116	1.45	\$72.82	\$ 8,447.12
	Apprentice Electrician	2	2	29	116	1.45	\$47.13	\$ 5,467.08
Remove Overhead Line	Lineman	1	10	4	40	1.00	\$91.66	\$ 3,666.40
	Groundman	2	10	4	80	1.00	\$61.25	\$ 4,900.00
	Crane Operator	1	10	4	40	1.00	\$93.83	\$ 3,753.20
Remove Skid/Container To Pier Connection	Demolition Laborer	4	1	58	232	1.45	\$63.81	\$ 14,803.92
Remove and Load Batteries at Site	Electrician	1	2	29	58	1.45	\$72.82	\$ 4,223.56
	Apprentice Electrician	1	2	29	58	1.45	\$47.13	\$ 2,733.54
	Laborer	3	1	29	87	0.73	\$63.81	\$ 5,551.47
	Crane Operator	1	1	29	29	0.73	\$93.83	\$ 2,721.07
Remove and Load Inverters at Site	Composite crew, IW & Electricians	3	2	29	174	1.45	\$63.81	\$ 11,102.94
	Crane Operator	1	2	29	58	1.45	\$93.83	\$ 5,442.14
Remove and Load Haul Inverter Transformers at Site	Laborer	3	2	33	198	1.65	\$63.81	\$ 12,634.38
	Crane Operator	1	2	33	66	1.65	\$93.83	\$ 6,192.78
Remove Underground Conduit and Wires	Laborer	3	1	30	90	0.75	\$63.81	\$ 5,742.90
	Equipment Operators (Excavator)	2	1	30	60	0.75	\$89.38	\$ 5,362.80
	Teamster (Dump Truck Driver)	2	1	30	60	0.75	\$76.22	\$ 4,573.20
Remove Piers/Pads; Includes battery enclosures and Inverters	Laborer	6	0.25	300	450	1.88	\$63.81	\$ 28,714.50
	Equipment Operators (Excavator)	2	0.25	300	150	1.88	\$89.38	\$ 13,407.00
	Teamster (Dump Truck Driver)	4	0.25	300	300	1.88	\$76.22	\$ 22,866.00
Rough Fill Voids Left By Piers	Laborer	4	0.01	300	12	0.08	\$63.81	\$ 765.72
	Equipment Operators (Excavator)	2	0.01	300	6	0.08	\$89.38	\$ 536.28
Remove Asphalt, Aggregate, Concrete and other imported fill materials.	Equipment Operators (Excavator)	1	0.026	2140	56	1.40	\$89.38	\$ 5,017.00
	Equipment Operators (Loader)	1	0.026	2140	56	1.40	\$89.38	\$ 5,017.00
	Teamster (Dump Truck Driver)	4	0.026	2140	225	1.40	\$76.22	\$ 17,113.26
Remove Chain-link Fencing	Laborer	3	0.007	1287	28	0.23	\$63.81	\$ 1,757.70
	Equipment Operators (Excavator)	2	0.007	1287	18	0.23	\$89.38	\$ 1,641.36
	Teamster (Dump Truck Driver)	2	0.007	1287	18	0.23	\$76.22	\$ 1,399.69
Remove Remaining Waste Materials (Pipe Culverts, Geogrid, and other misc. waste; Allowance)	Laborer	3	0.148	15.24	7	0.06	\$63.81	\$ 430.73
	Equipment Operators (Excavator)	2	0.148	15.24	5	0.06	\$89.38	\$ 402.22
	Teamster (Dump Truck Driver)	2	0.148	15.24	5	0.06	\$76.22	\$ 343.00
Reclaim, Grade and Contour Site (Includes loading of spread top soil)	Equipment Operators (Grader)	1	80	5200	65.00	1.63	\$89.38	\$ 5,809.70
	Equipment Operators (Dozer)	1	80	5200	65.00	1.63	\$89.38	\$ 5,809.70
	Equipment Operators (Loader)	1	80	5200	65.00	1.63	\$89.38	\$ 5,809.70
	Equipment Operator (Scraper)	2	40	5200	130.00	1.63	\$76.22	\$ 9,908.60
Transport Waste to Reclamation Facility (Allowance)	4311	Fresno County Landfill General Refuse Tipping Fee 2023 -\$26.75 per ton						\$26.75 \$ 115,319.25
Major Construction Equipment (Allowance)		See Table						\$175,800.00 \$ 175,800.00
Direct Payroll Overhead Costs		See Table						46% \$ 107,671.13
								Summary Total: \$ 632,858.05



MIDDLE RIVER POWER

Panoche BESS Decommissioning Cost Estimate

MAJOR CONSTRUCTION EQUIPMENT

Description

- 14 Yard Dump Truck
- 19k Excavator
- 4 Yard Loader
- Cat 12 Motor Grader
- D6 Dozer
- 11 Yard Scraper
- Crane
- Small Tool Allowance
- Safety Equipment Allowance

QTY	Monthly Cost	Months Rented	Total
12	\$ 7,500.00	1	\$ 72,000.00
4	\$ 6,500.00	1	\$ 20,800.00
2	\$ 7,500.00	1	\$ 11,250.00
2	\$ 9,500.00	0	\$ 4,750.00
1	\$ 9,000.00	0	\$ 2,250.00
2	\$ 9,500.00	0	\$ 4,750.00
1	\$ 45,000.00	1	\$ 45,000.00
1	\$ 2,500.00	2	\$ 5,000.00
1	\$ 5,000.00	2	\$ 10,000.00

DIRECT PAYROLL OVERHEAD COSTS

Workers Comp Insurance
General Conditions
Back Office
Contingency
Supervision
Travel
Profit

10%
5%
3%
8%
5%
5%
10%
TOTAL P/R ADDS
46%



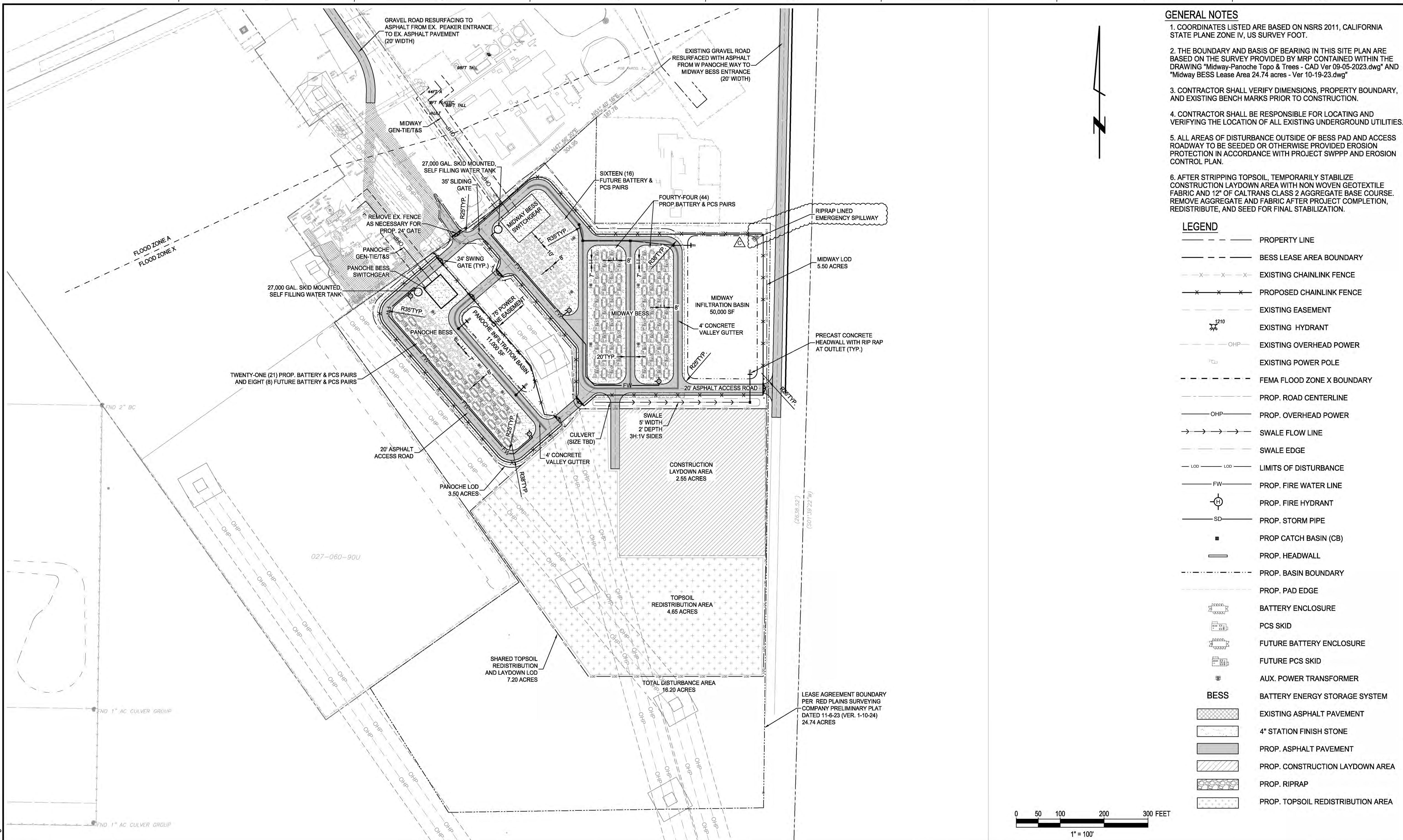
FRESNO COUNTY

Hourly Prevailing Wage Rates 2023

Craft Type	Regular	OT	OT Sat	OT Sun
Lineman	\$ 91.66	\$ 162.39	\$ 162.39	\$ 162.39
Groundman	\$ 61.25	\$ 102.83	\$ 102.83	\$ 102.83
Ironworker	\$ 81.01	\$ 104.11	\$ 104.11	\$ 127.21
Carpenter	\$ 86.97	\$ 113.55	\$ 140.13	\$ 140.13
Demolition Laborer	\$ 63.81	\$ 81.44	\$ 81.44	\$ 99.06
Crane Operator	\$ 93.83	\$ 124.28	\$ 124.28	\$ 154.73
Equipment Operator	\$ 89.38	\$ 117.61	\$ 117.61	\$ 145.83
Truck Crane Assistant to Engineer	\$ 85.94	\$ 118.16	\$ 118.16	\$ 146.57
Teamster <65 yard, >25 yards	\$ 75.87	\$ 97.16	\$ 97.16	\$ 118.45
Teamster >65 yards	\$ 76.22	\$ 97.69	\$ 97.69	\$ 119.15
Electrician	\$ 72.82	\$ 97.15	\$ 97.15	\$ 121.48
Apprentice Electrician	\$ 47.13	\$ 71.61	\$ 71.61	\$ 71.61

ID	Task Mode	Task Name	Duration	Start	Finish	1/4	1/11	1/18	1/25	February	2/1	2/8	2/15	2/22	March
1	Task	Panoche Decom Plan Schedule	38.5 days	Mon 1/5/60	Thu 2/26/60										
2	Task	Mobilize	1 day	Mon 1/5/60	Mon 1/5/60										
3	Task	Work Description	37.5 days	Tue 1/6/60	Thu 2/26/60										
4	Task	Shutdown and Disconnect Inverters	8 days	Tue 1/6/60	Thu 1/15/60										
5	Task	Remove Over Head Lines	5 days	Tue 1/6/60	Mon 1/12/60										
6	Task	Remove Skid to Pier Connection	8 days	Tue 1/6/60	Thu 1/15/60										
7	Task	Remove and Load Batteries	8 days	Tue 1/13/60	Thu 1/22/60										
8	Task	Remove and Load Inverters	8 days	Tue 1/13/60	Thu 1/22/60										
9	Task	Remove and Load Transformers	8 days	Thu 1/22/60	Mon 2/2/60										
10	Task	Remove and Load Piers	9 days	Tue 1/20/60	Fri 1/30/60										
11	Task	Remove Underground Conduit and Wires	0.75 days	Fri 1/30/60	Fri 1/30/60										
12	Task	Remove Asphalt Roads, Concrete Gutters and Aggregate	7 days	Tue 2/3/60	Wed 2/11/60										
13	Task	Fill Voids	0.5 days	Wed 2/11/60	Wed 2/11/60										
14	Task	Remove Chainlink Fencing	2 days	Thu 2/12/60	Mon 2/16/60										
15	Task	Remove Remaining Waste Materials	0.5 days	Tue 2/17/60	Tue 2/17/60										
16	Task	Reclaim, Grade and Contour Site	8 days	Mon 2/16/60	Thu 2/26/60										

Project: Panoche Reclamation Schedule Date: Thu 9/19/24	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	



THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. USE OF THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.

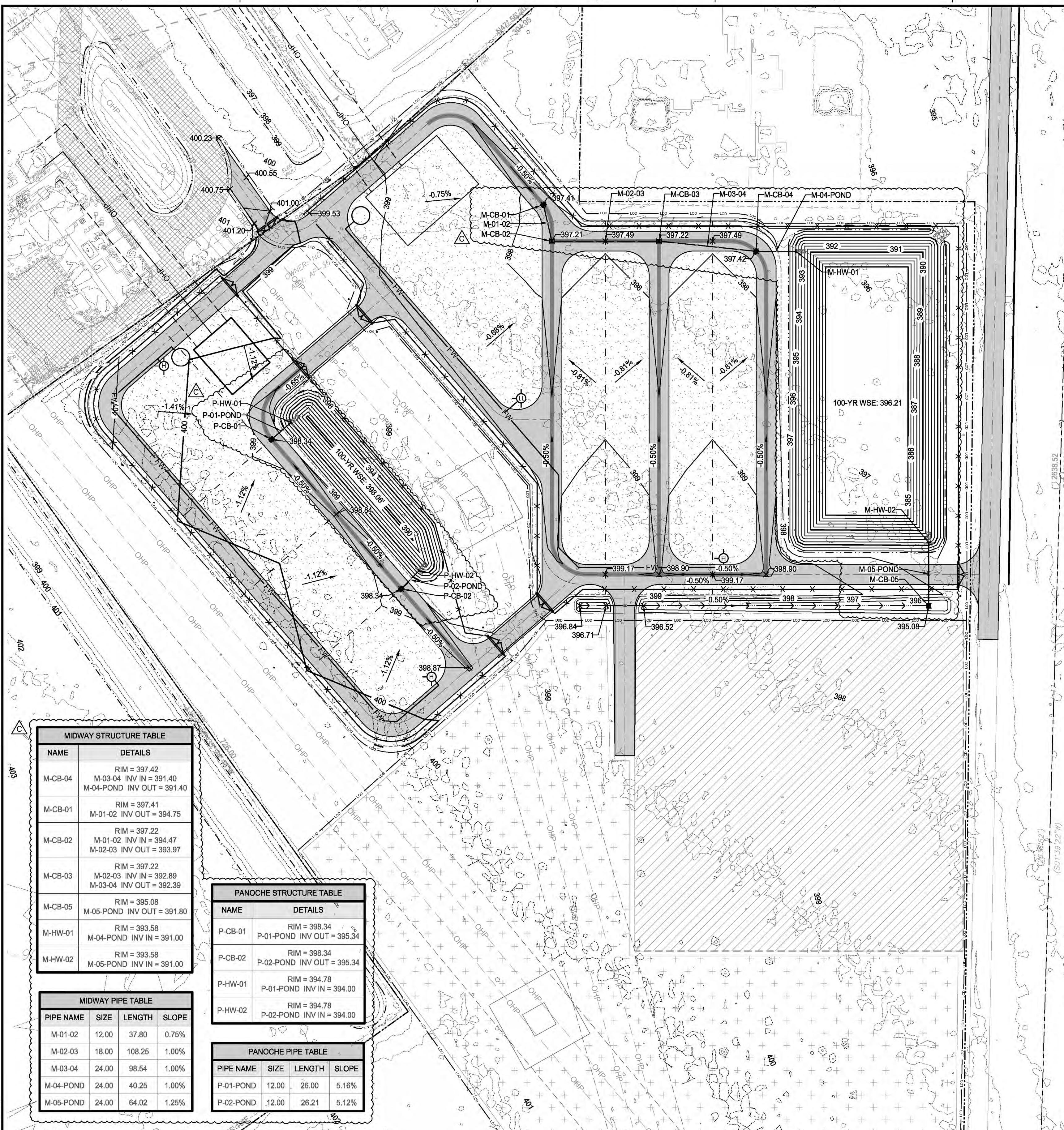
PRELIMINARY
NOT FOR CONSTRUCTION

REV	REVISIONS	DATE	DRN	DSGN	JMM	TJG	CKD	APPD
D	STORM REVISIONS	03/18/24		JMM	JMM	TJG		
C	LAYOUT & MRP REVISIONS	02/07/24		JMM	JMM	TJG		
B	MRP/OE COMMENT REVISIONS	01/05/24		JMM	JMM	TJG	*	*
A	PRELIMINARY LAYOUT	11/22/23		JMM	JMM	*	*	
	REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	

DSGN	JMM	11/22/23	DRN	JMM	11/22/23
			CKD	TJG	01/05/24
SCALE:	1" = 100'				
			FOR 22x34 DWG ONLY		

POWER
ENGINEERS

MIDDLE RIVER POWER	JOB NUMBER	REV
MIDWAY/PANOCHIE BESS	246909	D
SITE PLAN	C01-01	



ESTIMATED QUANTITIES

EARTHWORK QUANTITIES SHOWN ARE ESTIMATES ONLY AND ARE IN BANK CUBIC YARDS WITH NO ALLOWANCE FOR SHRINK OR SWELL. THE CONTRACTORS SHALL CALCULATE THEIR OWN ITEMIZED EARTHWORK AND MATERIAL QUANTITIES FOR THIS PROJECT. QUANTITIES DO NOT INCLUDE EXCAVATED OR FILL MATERIAL FOR FOUNDATION WORK.

MIDWAY

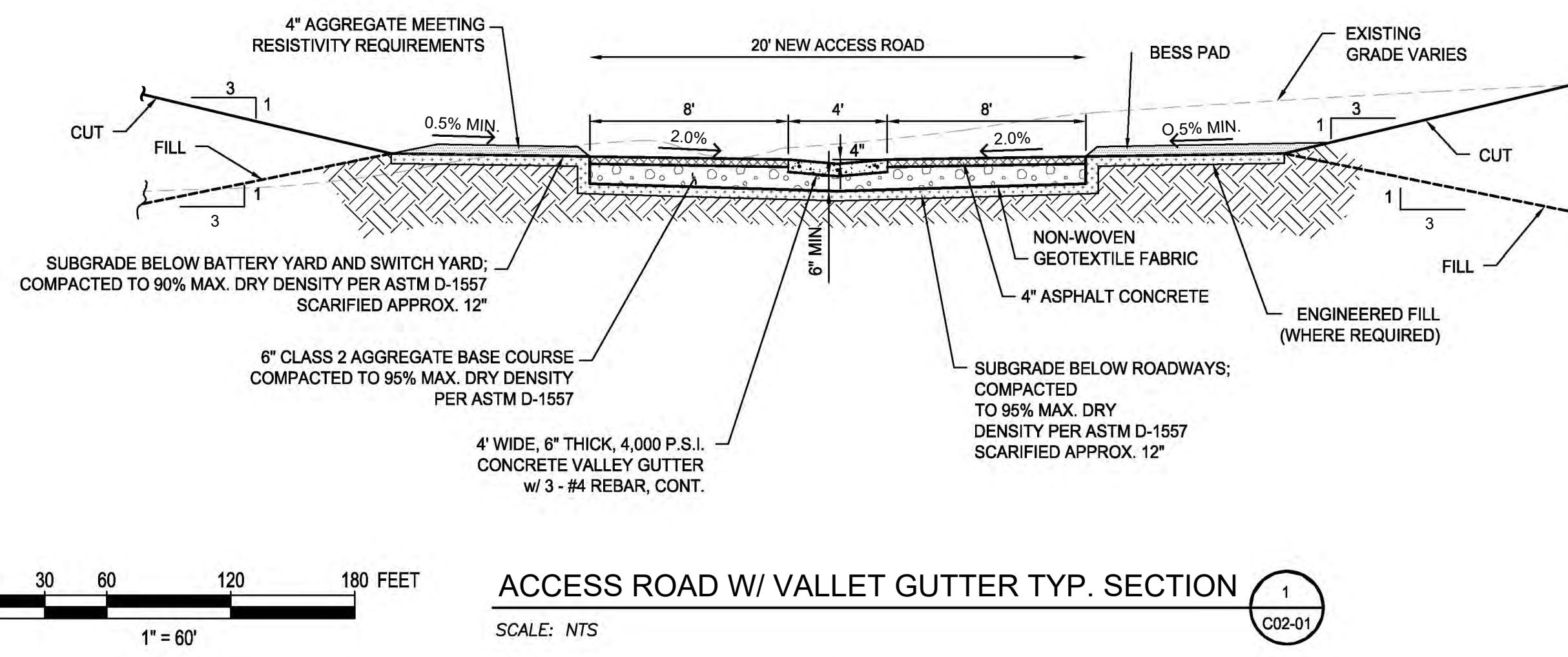
LIMITS OF CONSTRUCTION (DISTURBED AREA)	5.50 ACRES
TOPSOIL (ORGANICS, 12") REMOVAL	8,850 C.Y.
REDISTRIBUTED TOPSOIL (12")	8,850 C.Y.
EXCAVATED NATIVE SOIL USED FOR FILL	12,870 C.Y.
ASPHALT DRIVE (4")	675 C.Y.
NONWOVEN GEOTEXTILE	6,000 S.Y.
IMPORTED AGGREGATE BASE COURSE (12")	2,020 C.Y.
IMPORTED FINISH YARD ROCK (4")	1,260 C.Y.
IMPORTED RIPRAP	10 C.Y.
TOTAL IMPORTED MATERIAL	3,965 C.Y.
CATCH BASIN	5 EA.
STORM PIPE	350 L.F.
CONCRETE HEADWALL	2 EA.
8' CHAINLINK FENCING	1,970 L.F.
24' SWING GATE	3 EA.
35' SLIDE GATE	1 EA.

PANOCHE

LIMITS OF CONSTRUCTION (DISTURBED AREA)	3.50 ACRES
TOPSOIL (ORGANICS, 12") REMOVAL	5,200 C.Y.
REDISTRIBUTED TOPSOIL (12")	5,200 C.Y.
EXCAVATED NATIVE SOIL USED FOR FILL	1,700 C.Y.
ASPHALT DRIVE (4")	360 C.Y.
NONWOVEN GEOTEXTILE	3,260 S.Y.
IMPORTED AGGREGATE BASE COURSE (12")	1090 C.Y.
IMPORTED FINISH YARD ROCK (4")	680 C.Y.
IMPORTED RIPRAP	10 C.Y.
TOTAL IMPORTED MATERIAL	2,140 C.Y.
CATCH BASIN	2 EA.
STORM PIPE	52 L.F.
CONCRETE HEADWALL	2 EA.
8' CHAINLINK FENCING	1,215 L.F.
24' SWING GATE	3 EA.

LEGEND

- 221 ----- EXISTING MINOR CONTOUR
- 220 ----- EXISTING MAJOR CONTOUR
- 223 —— PROPOSED MINOR CONTOUR
- 225 —— PROPOSED MAJOR CONTOUR
- - - - - GRADE BREAK



GENERAL NOTES

- ALL ELEVATIONS ARE IN US FEET SHOWN FOR THE SUBSTATION SITE. GRADING ARE SUBGRADE ELEVATIONS. SUBGRADE REPRESENTED BY TOP OF DIRT WITHIN THE STATION FENCE, TOP OF ROAD STONE OR TOP OF TOPSOIL OUTSIDE THE FENCE.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 1' INTERVALS.
- ALL CUT & FILL SLOPES SHALL BE AT 3:1 UNLESS NOTED OTHERWISE.
- COORDINATE ELECTRICAL GROUNDING INSTALLATION WITH CIVIL WORK SHOWN.
- THE TOP LAYER OF UNSUITABLE ORGANIC TOPSOIL MATERIAL WITHIN THE GRADING LIMITS SHALL BE STRIPPED TO A MINIMUM DEPTH OF 12 INCHES AND DISPOSED OF OFF SITE TO THE OWNER'S DESIGNATED PLACE.
- AFTER SITE STRIPPING, PRIOR TO PLACING AGGREGATE OR FILL MATERIAL, SUBGRADE SHALL BE PROOF ROLLED WITH A LOADED DUMP TRUCK AND INSPECTED. ANY SOFT AREAS SHALL BE EXCAVATED AND FILLED WITH COMPACTED ENGINEERED FILL. IN AREAS REQUIRING FILL PLACEMENT THE SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF APPROX. EIGHT (8) INCHES AND MOISTURE CONDITIONED BETWEEN MINUS TWO (-2) AND PLUS THREE (+3) PERCENT OF THE OPTIMUM MOISTURE CONTENT. SEE GEOTECHNICAL REPORT FOR DETAILS.
- ENGINEERED FILL SHALL BE COMPAKTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-1557.
- BASE MATERIAL SHALL BE CALTRANS CLASS 2 AGGREGATE BASE COURSE.
- THE CONTRACTOR SHALL VERIFY THAT NO EXISTING UNDERGROUND UTILITIES EXIST IN THE CONSTRUCTION AREA & ROAD RIGHT OF WAY PRIOR TO STARTING CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL RESEED ALL DISTURBED SURFACES PER SWPPP AND EROSION CONTROL PLAN (WHEN DEVELOPED).
- EROSION CONTROL BMP'S TO BE IN PLACE PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES.
- GRADE CULVERT INLETS & OUTLETS AS NECESSARY TO ENSURE POSITIVE DRAINAGE. RIP RAP SHALL BE PLACED AT OUTLETS.
- FOR GEOTECHNICAL INFORMATION REFER TO THE GEOTECHNICAL ENGINEERING REPORT (WHEN AVAILABLE).
- CATCH BASINS, STORM PIPES, AND CULVERT END TREATMENTS SHALL BE PRECAST CONCRETE UNLESS OTHERWISE NOTED.
- CATCH BASIN SHALL BE A CALTRANS STD TYPE G1 INLET PER STD DETAIL D73B, WITH CALTRANS STD TYPE 24-12X FRAME AND GRATE PER STD DETAIL D77B.
- PRECAST CONCRETE HEADWALL SHALL BE CALTRANS STD H = 3'-8" PER STD DETAIL D89B.
- IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER.
- MATCH GRADES AT EXISTING IMPROVEMENTS.
- INFILTRATION BASIN 100-YR WATER SURFACE ELEVATION (WSE) ASSUMING ZERO INFILTRATION SHOWN FOR SIZING PURPOSES.

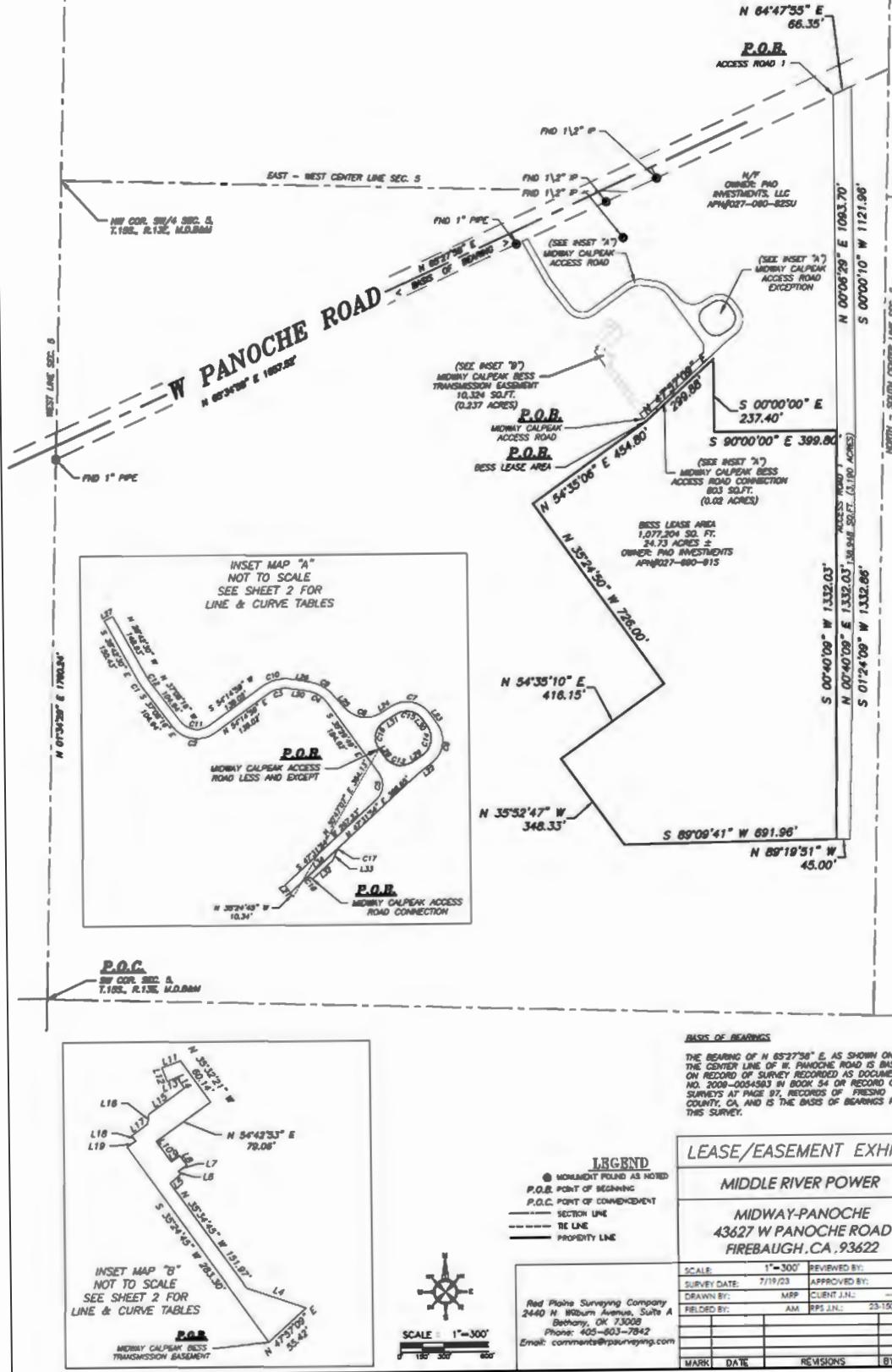
EXHIBIT B

Map of Property

[See Next Page]

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EXHIBIT "A"



1 LINE & CURVE TABLES

MIDWAY CALPEAK ACCESS ROAD CURVE TABLE					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	100.00'	8°25'46"	14.71'	S 32° 55' 23" E	14.70'
C2	65.00'	88°36'45"	100.53'	S 81° 26' 39" E	90.80'
C3	65.00'	44°49'28"	50.85'	N 76° 39' 43" E	49.56'
C4	65.00'	45°25'44"	51.54'	S 58° 12' 41" E	50.20'
C5	42.00'	83°01'43"	60.86'	S 06° 01' 03" W	55.68'
C6	60.00'	8°25'04"	91.54'	N 08° 12' 43" E	82.92'
C7	60.00'	06°33'47"	90.65'	N 70° 46' 42" W	82.87'
C8	60.00'	79°25'53"	83.18'	N 82° 20' 40" W	76.68'
C9	85.00'	45°25'44"	67.40'	N 58° 12' 41" W	65.64'
C10	85.00'	44°49'28"	66.50'	S 76° 39' 43" W	64.82'
C11	45.00'	88°36'45"	69.80'	N 81° 26' 39" W	62.86'
C12	80.00'	8°25'46"	11.77'	N 32° 55' 23" W	11.76'

MIDWAY CALPEAK ACCESS ROAD CURVE TABLE					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C13	40.00'	87°24'21"	61.02'	S 79° 11' 59" E	55.27'
C14	45.00'	87°25'04"	68.66'	N 08° 12' 43" E	62.19'
C15	40.00'	86°33'47"	60.43'	N 78° 46' 42" W	54.85'
C16	40.00'	93°26'13"	65.23'	S 11° 13' 18" W	58.24'

MIDWAY CALPEAK ACCESS ROAD LINE TABLE		
Line #	Length	Direction
L20	37.42'	S 00° 50' 33" E
L21	20.15'	S 35° 24' 45" E
L22	40.82'	N 51° 55' 15" E
L23	27.75'	N 35° 29' 49" W
L24	25.64'	S 57° 56' 24" W
L25	31.29'	N 42° 37' 43" W
L26	37.42'	N 80° 55' 33" W
L27	20.06'	S 65° 34' 47" W

MIDWAY CALPEAK ACCESS ROAD EXCEPTION - LINE TABLE		
Line #	Length	Direction
L28	23.48'	S 35° 29' 49" E
L29	29.51'	N 57° 05' 50" E
L30	17.96'	N 35° 29' 49" W
L31	30.70'	S 57° 56' 24" W

MIDWAY CALPEAK BESS ACCESS ROAD CONNECTION CURVE TABLE					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C17	28.00'	24°41'1"	12.11'	N 35° 10' 21" E	12.02'
C18	10.00'	94°06'00"	16.48'	S 05° 22' 56" E	14.64'

MIDWAY CALPEAK BESS ACCESS ROAD CONNECTION - LINE TABLE		
Line #	Length	Direction
L32	59.17'	N 47° 57' 07" E
L33	20.35'	N 22° 46' 43" E
L34	99.36'	S 47° 34' 00" W

MIDWAY CALPEAK BESS TRANSMISSION EASEMENT LINE TABLE		
Line #	Length	Direction
L3	59.67'	N 47° 57' 09" E
L4	73.81'	N 70° 58' 42" W
L5	16.30'	N 49° 18' 08" E
L6	4.38'	N 36° 03' 01" W
L7	12.33'	N 54° 21' 31" E
L8	13.97'	N 35° 38' 10" W
L9	12.43'	S 54° 21' 41" W
L10	29.70'	N 36° 03' 01" W
L11	23.44'	S 70° 19' 03" W
L12	17.43'	S 20° 48' 26" E
L13	12.30'	N 67° 43' 54" E
L14	15.37'	S 35° 32' 43" E
L15	52.09'	S 54° 21' 41" W
L16	11.86'	S 09° 21' 41" W
L17	22.93'	S 54° 21' 41" W
L18	7.73'	S 35° 38' 10" E
L19	12.24'	S 54° 35' 17" W

SCALE	N/A	VIEWER BY	BP
SURVEY DATE	11/9/13	APPROVED BY	YV
DRAWN BY	YVR	ENTR BY	
HELD BY	AM	REPC	23-5-220
MARK DATE		REVISIONS	BY APVD

Red Pines Surveying Company
2440 Wilburn Avenue, Suite A
Bentonville, AR 72701
Phone: (479) 273-2842
Email: comments@rpssurveying.com

EXHIBIT B-1

Legal Description of the Property

[See Next Page]

LEGAL DESCRIPTIONS

ACCESS ROAD 1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.B. & M., BEING A TRACT OR PARCEL CONTAINING 3.190 ACRES (138,948 SQUARE FEET) AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN; THENCE N 30°33'39" E, A DISTANCE OF 1,228.33 FEET TO THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THIS EASEMENT; THENCE N 64°47'55" E, A DISTANCE OF 66.35 FEET TO THE NORTHEAST CORNER OF THIS EASEMENT; THENCE S 00°00'10" W, A DISTANCE OF 1,121.96 FEET; THENCE S 01°24'09" W, A DISTANCE OF 1,332.86 FEET TO THE SOUTHEAST CORNER OF THIS EASEMENT; THENCE N 89°19'51" W, A DISTANCE OF 45.00 FEET TO THE SOUTHWEST CORNER OF THIS EASEMENT; THENCE N 00°40'09" E, A DISTANCE OF 1,332.03 FEET; THENCE N 00°06'29" E, A DISTANCE OF 1,093.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 138,948 SQUARE FEET OR 3.190 ACRES OF LAND MORE OR LESS.

BESS LEASE AREA

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.B. & M., BEING A TRACT OR PARCEL CONTAINING 24.73 ACRES (1,077,204 SQUARE FEET) AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 47°57'09" E, A DISTANCE OF 299.88 FEET TO A POINT; THENCE S 00°00'00" E, A DISTANCE OF 237.40 FEET TO A POINT; THENCE S 90°00'00" E, A DISTANCE OF 399.80 FEET TO A POINT; THENCE S 00°40'09" W, A DISTANCE OF 1,332.03 FEET TO A POINT; THENCE S 89°09'41" W, A DISTANCE OF 691.96 FEET TO A POINT; THENCE N 35°52'47" W, A DISTANCE OF 348.33 FEET TO A POINT; THENCE N 54°35'10" E, A DISTANCE OF 416.15 FEET TO A POINT; THENCE N 35°24'50" W, A DISTANCE OF 726.00 FEET TO A POINT; THENCE N 54°35'06" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 454.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,077,204 SQUARE FEET OR 24.73 ACRES, MORE OR LESS.

MIDWAY CALPEAK BESS TRANSMISSION EASEMENT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.D. & M., BEING A TRACT OR PARCEL CONTAINING 0.237 ACRES (10,324 SQUARE FEET) AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER

OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N 47°57'09" E, A DISTANCE OF 59.67 FEET TO A POINT; THENCE, N 70°58'42" W A DISTANCE OF 73.81 FEET TO A POINT; THENCE, N 35°34'45" W A DISTANCE OF 151.97 FEET TO A POINT; THENCE, N 49°18'00" E A DISTANCE OF 16.30 FEET TO A POINT; THENCE N 36°03'01" W A DISTANCE OF 4.38 FEET TO A POINT; THENCE, N 54°21'31" E A DISTANCE OF 12.33 FEET TO A POINT; THENCE, N 35°38'19" W A DISTANCE OF 13.97 FEET TO A POINT; THENCE, S 54°21'41" W A DISTANCE OF 12.43 FEET TO A POINT; THENCE, N 36°03'01" W A DISTANCE OF 29.70 FEET TO A POINT; THENCE N 54°42'53" E A DISTANCE OF 79.06 FEET TO A POINT; THENCE N 35°32'21" W A DISTANCE OF 60.14 FEET TO A POINT; THENCE, S 70°19'03" W A DISTANCE OF 23.44 FEET TO A POINT; THENCE, S 20°48'26" E A DISTANCE OF 17.43 FEET TO A POINT; THENCE, N 67°43'54" E A DISTANCE OF 12.30 FEET TO A POINT; THENCE, S 35°32'43" E A DISTANCE OF 15.37 FEET TO A POINT; THENCE, S 54°21'41" W A DISTANCE OF 52.09 FEET TO A POINT; THENCE, S 09°21'41" W A DISTANCE OF 11.86 FEET TO A POINT; THENCE, S 54°21'41" W A DISTANCE OF 22.93 FEET TO A POINT; THENCE, S 35°38'19" E A DISTANCE OF 7.73 FEET TO A POINT; THENCE, S 54°35'17" W A DISTANCE OF 12.24 FEET TO A POINT; THENCE S 35°24'45" E, A DISTANCE OF 283.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,324 SQUARE FEET OR 0.237 ACRES OF LAND MORE OR LESS.

LEASE/EASEMENT EXHIBIT

MIDDLE RIVER POWER

MIDWAY-PANOCHE
43627 W PANOCHE ROAD
FIREBAUGH, CA 93622

SCALE	N/A	VIEWED BY	BP
SURVEY DATE	7/19/23	APPROVED BY	JMP
DRAWN BY	MRP	CLIFF	LN
RELEASER BY	AM	RPS	H
			23-150-02D
MARK	DATE	REVISIONS	BY AP'D

Red Plains Surveying Company
2440 N. Willum Avenue, Suite A
Bethany, OK 73008
Phone: 405-803-7842
Email: comments@rpsurveying.com

LEGAL DESCRIPTIONS – CONTINUED

MIDWAY CALPEAK ACCESS ROAD

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.B. & M., BEING A TRACT OR PARCEL CONTAINING 1.03 ACRES (44,888 SQUARE FEET) AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN; THENCE N 35°24'45" W, A DISTANCE OF 10.34 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N 47°31'54" E, A DISTANCE OF 388.65 FEET TO A POINT;
THENCE N 51°55'15" E, A DISTANCE OF 40.82 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 91.54 FEET,
HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 87°25'04", A CHORD
BEARING OF N 08°12'43" E AND A CHORD DISTANCE OF 82.92 FEET;
THENCE N 35°29'49" W, A DISTANCE OF 27.75 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 90.65 FEET,
HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 86°33'47", A CHORD
BEARING OF N 78°46'42" W AND A CHORD DISTANCE OF 82.27 FEET;
THENCE S 57°56'24" W, A DISTANCE OF 25.64 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 83.18 FEET,
HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 79°25'53", A CHORD
BEARING OF N 82°20'40" W AND A CHORD DISTANCE OF 76.68 FEET;
THENCE N 42°37'43" W, A DISTANCE OF 31.29 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 67.40 FEET,
HAVING A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 45°25'44", A CHORD
BEARING OF N 58°12'41" W AND A CHORD DISTANCE OF 65.64 FEET;
THENCE N 80°55'33" W, A DISTANCE OF 37.42 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 66.50 FEET,
HAVING A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 44°49'28", A CHORD
BEARING OF S 76°39'43" W AND A CHORD DISTANCE OF 64.82 FEET;
THENCE S 54°14'59" W, A DISTANCE OF 139.02 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 69.60 FEET,
HAVING A RADIUS OF 45.00 FEET, A DELTA ANGLE OF 88°36'45", A CHORD
BEARING OF N 81°26'39" W AND A CHORD DISTANCE OF 62.85 FEET;
THENCE N 37°08'16" W, A DISTANCE OF 104.94 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 11.77 FEET,
HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 8°25'46", A CHORD
BEARING OF N 32°55'23" W AND A CHORD DISTANCE OF 11.76 FEET;
THENCE N 28°42'30" W, A DISTANCE OF 148.93 FEET TO A POINT;
THENCE S 65°34'47" W, A DISTANCE OF 20.06 FEET TO A POINT;
THENCE S 28°42'30" E, A DISTANCE OF 190.43 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 14.71 FEET,
HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 8°25'49", A CHORD
BEARING OF S 32°55'23" E AND A CHORD DISTANCE OF 14.70 FEET;
THENCE S 37°08'16" E, A DISTANCE OF 104.94 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 100.53 FEET,
HAVING A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 88°36'45", A CHORD
BEARING OF S 81°26'39" E AND A CHORD DISTANCE OF 90.80 FEET;
THENCE N 54°14'59" E, A DISTANCE OF 139.02 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 50.85 FEET,
HAVING A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 44°49'28", A CHORD
BEARING OF N 76°39'43" E AND A CHORD DISTANCE OF 49.56 FEET;
THENCE S 80°55'33" E, A DISTANCE OF 37.42 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 51.54 FEET,
HAVING A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 45°25'44", A CHORD
BEARING OF S 58°12'41" E AND A CHORD DISTANCE OF 50.20 FEET;
THENCE S 35°29'49" E, A DISTANCE OF 184.92 FEET TO A POINT;
THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 60.86 FEET,
HAVING A RADIUS OF 42.00 FEET, A DELTA ANGLE OF 83°01'43", A CHORD
BEARING OF S 06°01'03" W AND A CHORD DISTANCE OF 55.68 FEET;
THENCE S 47°31'54" W, A DISTANCE OF 267.23 FEET TO A POINT;
THENCE S 35°24'45" E, A DISTANCE OF 20.15 FEET TO THE POINT OF
BEGINNING.

CONTAINING 44,888 SQUARE FEET OR 1.03 ACRES OF LAND MORE OR LESS.

LESS AND EXCEPT A PORTION OF THE MIDWAY CALPEAK ACCESS ROAD
DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN; THENCE N 30°47'12" E, A DISTANCE OF 364.13 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE S 35°29'49" E, A DISTANCE OF 23.46 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 61.02 FEET, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 87°24'21", A CHORD BEARING OF S 79°11'59" E AND A CHORD DISTANCE OF 55.27 FEET; THENCE N 57°05'50" E, A DISTANCE OF 29.51 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 68.66 FEET, HAVING A RADIUS OF 45.00 FEET, A DELTA ANGLE OF 87°25'04", A CHORD BEARING OF N 08°12'43" E AND A CHORD DISTANCE OF 62.19 FEET; THENCE N 35°29'49" W, A DISTANCE OF 17.96 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 60.43 FEET, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 86°33'47", A CHORD BEARING OF N 78°46'42" W AND A CHORD DISTANCE OF 54.85 FEET; THENCE S 57°56'24" W, A DISTANCE OF 30.70' FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 65.23 FEET, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 93°26'13", A CHORD BEARING OF S 11°13'16" W AND A CHORD DISTANCE OF 58.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,960 SQUARE FEET OR 0.23 ACRES OF LAND MORE OR LESS.

MIDWAY CALPEAK BESS ACCESS ROAD CONNECTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.B. & M., BEING A TRACT OR PARCEL CONTAINING 0.02 ACRES (803 SQUARE FEET) AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN; THENCE N 47°57'09" E, A DISTANCE OF 55.42 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 47°57'07" E, A DISTANCE OF 59.17 FEET TO A POINT; THENCE N 22°46'43" E, A DISTANCE OF 20.38 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 12.11 FEET, HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 24°47'17", A CHORD BEARING OF N 35°10'21" E AND A CHORD DISTANCE OF 12.02 FEET; THENCE S 47°34'00" W, A DISTANCE OF 99.36 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 14.62 FEET, HAVING A RADIUS OF 10.00 FEET, A DELTA ANGLE OF 94°06'08", A CHORD BEARING OF S 85°22'56" E AND A CHORD DISTANCE OF 14.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 803 SQUARE FEET OR 0.02 ACRES OF LAND, MORE OR LESS.

LEASE/EASEMENT EXHIBIT

MIDDLE RIVER POWER

MIDWAY-PANOCHÉ
43627 W PANOCHE ROAD
FIREbaugh, CA 93223

Red Pines Surveying Company 2440 N. Western Avenue, Suite A Bethesda, MD 20808 Phone: 405-803-7842 Email: comments@rpsurveying.com	SCA F	N/A	REVISIONS	BY APV
	SURVEY DATE	2/19/20	APPROVED BY	JNP
	DRAWN BY	MRP	REVISION	BY APV
	HELD BY	AM	RPS 116	23-150-02D
	MARK	DATE	REVISIONS	BY APV

EXHIBIT C

Form of Easement

[See Attached]

RECORDING REQUESTED BY:

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

AND WHEN RECORDED MAIL TO:

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

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

THIS SPACE FOR RECORDER'S USE ONLY

APNs (portion): 027-060-91S and 027-060-82SU

GRANT OF LIMITED ACCESS EASEMENT

Midway-Panoche Battery Energy Storage Project

(PAO Investments, LLC)

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ____ day of
_____, 2026, by PAO Investments, LLC, a California limited liability
company, “**GRANTOR**”), in favor of the County of Fresno, a political subdivision of the State
of California (“**COUNTY**”).

I. RECITALS

A. On April 24, 2025, pursuant to County Resolution No. 13085, 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 an Initial

Study and Mitigated Negative Declaration (“**IS/MND**”) No. 8579 for the Midway-Panoche Battery Energy Storage Project, and approved and issued to Panoche BESS LLC, a Delaware limited liability company, and Midway BESS LLC, a Delaware limited liability company (collectively, “**APPLICANT**”) Unclassified Conditional Use Permit (“**CUP**”) Nos. 3800-3801.

B. **APPLICANT** proposes to construct and operate a standalone battery electrical storage facilities and supporting electrical infrastructure (collectively, the “**Project**”), located, along with an access road, on and within an approximately 28-acre portion of two parcels commonly known by assessor’s parcel numbers 027-060-82 and 027-060-91 (the “**Property**”), which GRANTOR owns in fee, generally located on the south side of W. Panoche Road, approximately three-quarters of a mile from its intersection with S. Fairfax Avenue, and approximately twelve miles southwest of the City of Mendota in unincorporated Fresno County, adjacent to the Panoche Substation, which substation is owned and operated by the Pacific Gas and Electric Company. 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 by Grant Deed from Barry Baker and Byron Baker, as co-trustees of the Sharla M. Baker Trust, recorded in the Official Records of the County of Fresno on March 24, 2006 at approximately 1:39 PM (the “**Record Title Date and Time**”) as Instrument No. 2006-0061258, GRANTOR acquired sole fee ownership to the Property, and remains its sole fee owner.

D. **APPLICANT**’s only right to use the Property for the purposes of the Project is established by and as successors-in-interest to the Option and Lease and Easement Agreement, dated December 5, 2023, between PAO Investments, LLC and Midway BESS LLC, as partially assigned and assumed by Panoche BESS LLC, a Memorandum of which was recorded in the Official Public Records of the County of Fresno (the “**Official Records**”) as Document No. 2024-0041526, as affected by that certain Option Exercise Notice and Amendment to Option and Lease and Easement Agreement dated February 5, 2025, recorded in the Official Records as Document No. 2025-0017717, and as further affected by that certain Partial Assignment and Assumption of Option and Lease and

Easement Agreement, dated April 10, 2025, and recorded in the Official Records on April 22, 2025 at approximately 1:35 PM, as Document No. 2025-0038945, for the Midway BESS, Panoche BESS, the access roads, and related facilities located thereon (collectively, “**Battery Facility Lease**”).

E. COUNTY’s Planning Commission conditioned approval of CUP Nos. 3800-3801 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.G. 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**.”

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

G. 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 Midway-Panoche Project Reclamation Agreement, dated January 6, 2026. Collectively, the Midway-Panoche 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 for Phase I is attached to the Reclamation Agreement, and incorporated therein by reference as Exhibit A thereto.

H. The term of CUP Nos. 3800-3801 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.

I. The Reclamation Plan, and more specifically, the Reclamation Agreement, including subsection 1(a) of the Reclamation Agreement, 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 Nos. 3800-3801; (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 Nos. 3800-3801, as amended; or (v) thirty-five (35) years from the commencement of operation of the Project, in its entirety.

J. 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.

K. 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.

L. 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 (“**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, 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.

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, 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. GRANTOR further represents and warrants, and based upon that representation and warranty COUNTY acknowledges, that the Battery Facility Lease does not unreasonably interfere with this Easement, and the rights granted herein.

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

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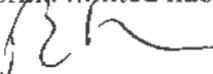
13. The Recitals above are incorporated herein by reference as though fully set forth herein.

(Signature page follows.)

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

GRANTEE:
County of Fresno

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

GRANTOR:
PAO Investments, LLC,
a California limited liability company
By 
Barry S. Baker, Manager

By _____

APPROVED AS TO LEGAL FORM
Douglas T. Sloan
County Counsel

Mailing Address:
8211 N. Fresno Street
Fresno, CA 93720-2041

By: _____
Deputy

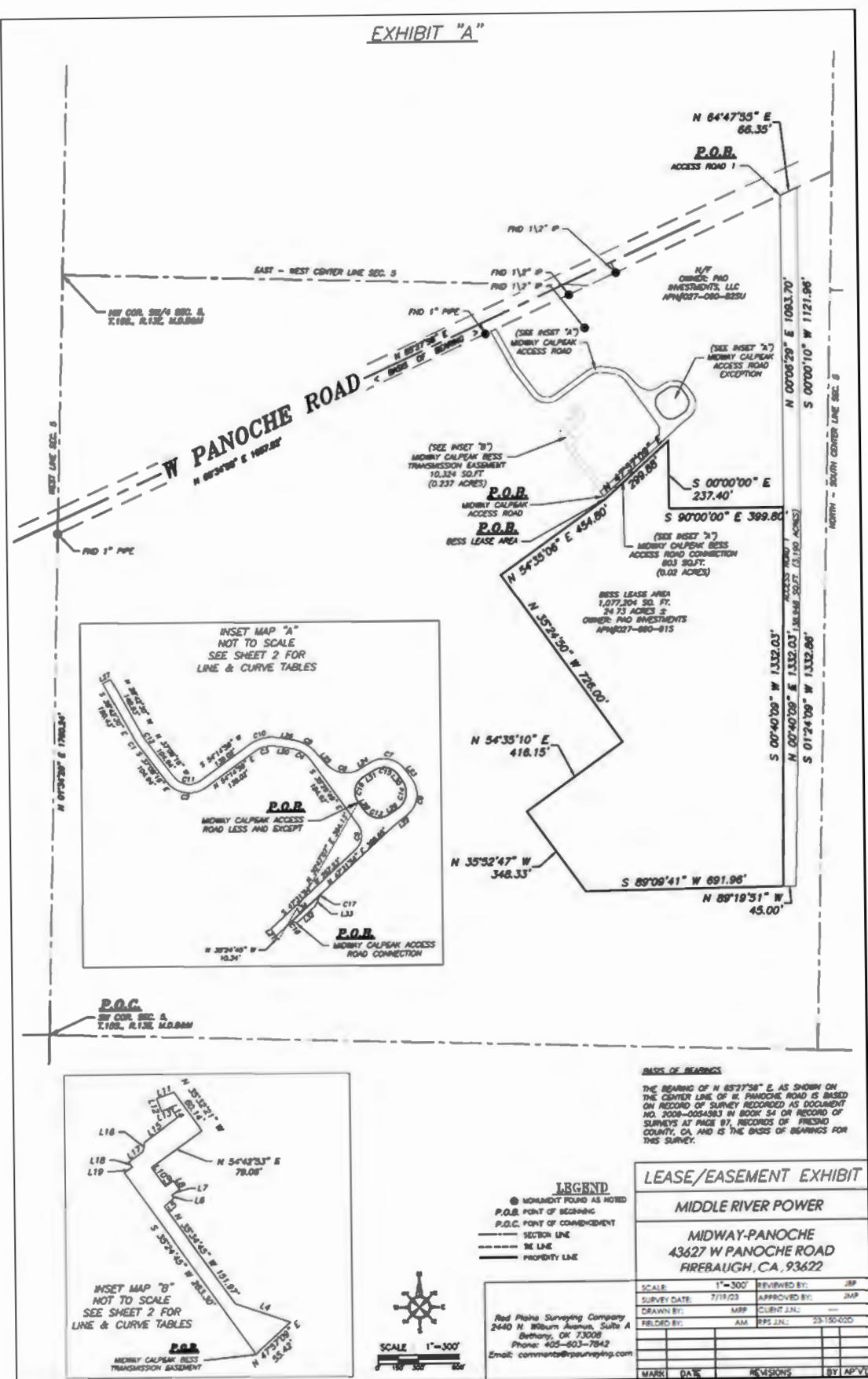
EXHIBIT A

Property

DIAGRAM

[See Next Page]

EXHIBIT "A"



A-2

C-12

LINE & CURVE TABLES

MIDWAY CALPEAK ACCESS ROAD CURVE TABLE

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	100.00'	8°25'46"	14.71'	S 32° 55' 23" E	14.70'
C2	65.00'	88°36'45"	100.53'	S 81° 26' 39" E	90.80'
C3	65.00'	44°49'28"	50.85'	N 75° 39' 43" E	49.56'
C4	65.00'	45°25'44"	51.54'	S 58° 12' 43" E	50.20'
C5	42.00'	83°01'43"	60.88'	S 08° 01' 03" W	58.88'
C6	60.00'	87°23'04"	57.54'	N 05° 12' 43" E	52.92'
C7	60.00'	86°33'47"	90.65'	N 70° 46' 42" W	82.27'
C8	60.00'	79°25'33"	83.18'	N 82° 20' 40" W	76.68'
C9	65.00'	45°25'44"	67.40'	N 58° 12' 41" W	65.64'
C10	65.00'	44°49'28"	66.50'	S 75° 39' 43" W	64.82'
C11	45.00'	88°36'45"	69.60'	N 81° 26' 39" W	62.86'
C12	80.00'	8°25'46"	51.77'	N 32° 53' 23" W	51.78'

MIDWAY CALPEAK ACCESS ROAD CURVE TABLE

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C13	40.00'	87°24'21"	61.02'	S 79° 11' 59" E	55.27'
C14	45.00'	87°25'04"	68.66'	N 08° 12' 43" E	62.19'
C15	40.00'	88°33'47"	60.43'	N 75° 46' 42" W	54.83'
C16	40.00'	83°28'13"	65.23'	S 11° 13' 18" W	58.24'

MIDWAY CALPEAK ACCESS ROAD
LINE TABLE

Line #	Length	Direction
L20	37.42'	S 60° 55' 33" E
L21	20.15'	S 35° 24' 45" E
L22	40.82'	N 51° 53' 15" E
L23	27.75'	N 35° 29' 49" W
L24	25.64'	S 57° 56' 24" W
L25	31.29'	N 42° 37' 47" W
L26	37.42'	N 80° 55' 33" W
L27	20.06'	S 85° 34' 47" W

MIDWAY CALPEAK ACCESS ROAD
EXCEPTION - LINE TABLE

Line #	Length	Direction
L20	23.46'	S 35° 29' 49" E
L29	28.51'	N 57° 05' 30" E
L30	17.98'	N 35° 29' 49" W
L31	30.70'	S 57° 36' 24" W

MIDWAY CALPEAK BESS ACCESS ROAD CONNECTION CURVE TABLE

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C17	20.00'	24°47'17"	12.17'	N 35° 10' 21" E	12.02'
C18	10.00'	94°06'00"	16.42'	S 05° 22' 50" E	16.46'

MIDWAY CALPEAK BESS
ROAD CONNECTION - LINE TABLE

Line #	Length	Direction
L32	39.17'	N 47° 57' 07" E
L33	20.35'	N 22° 46' 43" E
L34	68.36'	S 47° 34' 00" W

MIDWAY CALPEAK BESS
TRANSMISSION EASEMENT LINE TABLE

Line #	Length	Direction
L3	58.87'	N 47° 57' 09" E
L4	73.81'	N 70° 58' 42" W
L5	16.30'	N 42° 18' 08" E
L6	4.89'	N 36° 03' 01" W
L7	12.33'	N 54° 21' 31" E
L8	13.97'	N 35° 38' 19" W
L9	12.43'	S 54° 21' 41" W
L10	29.70'	N 36° 03' 01" W
L11	23.44'	S 70° 19' 03" W
L12	17.43'	S 20° 48' 20" E
L13	13.30'	N 67° 43' 54" E
L14	15.37'	S 35° 32' 43" E
L15	52.09'	S 54° 21' 41" W
L16	11.88'	S 05° 21' 41" W
L17	22.93'	S 54° 21' 41" W
L18	7.73'	S 35° 38' 10" E
L19	12.24'	S 54° 35' 17" W

LEASE/EASEMENT EXHIBIT

MIDDLE RIVER POWER

MIDWAY PANOCHE
43627 W PANOCHE ROAD
FIREBAUGH, CA. 93622

Site #	RAIL	AP-1000	AP-1000	AP-1000
Site 1	11.743	AP-1000 BY	AP-1000	
Site 2	11.743	AP-1000 BY	AP-1000	
Site 3	11.743	AP-1000 BY	AP-1000	
Site 4	11.743	AP-1000 BY	AP-1000	
Site 5	11.743	AP-1000 BY	AP-1000	
Site 6	11.743	AP-1000 BY	AP-1000	
Site 7	11.743	AP-1000 BY	AP-1000	
Site 8	11.743	AP-1000 BY	AP-1000	
Site 9	11.743	AP-1000 BY	AP-1000	
Site 10	11.743	AP-1000 BY	AP-1000	
Site 11	11.743	AP-1000 BY	AP-1000	
Site 12	11.743	AP-1000 BY	AP-1000	
Site 13	11.743	AP-1000 BY	AP-1000	
Site 14	11.743	AP-1000 BY	AP-1000	
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Site 16	11.743	AP-1000 BY	AP-1000	
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Site 22	11.743	AP-1000 BY	AP-1000	
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Site 111	11.743	AP-1000 BY	AP-1000	
Site 112	11.743	AP-1000 BY	AP-1000	
Site 113	11.743	AP-1000 BY	AP-1000	
Site 114	11.743	AP-1000 BY	AP-1000	
Site 115	11.743	AP-1000 BY	AP-1000	
Site 116	11.743	AP-1000 BY	AP-1000	
Site 117	11.743	AP-1000 BY	AP-1000	

EXHIBIT B

Property

LEGAL DESCRIPTION

[See Next Page]

LEGAL DESCRIPTIONS

ACCESS ROAD 1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.B. & M., BEING A TRACT OR PARCEL CONTAINING 3.190 ACRES (138,948 SQUARE FEET) AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN; THENCE N 30°33'39" E, A DISTANCE OF 1,228.33 FEET TO THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THIS EASEMENT;

THENCE N 30°37'56" E, A DISTANCE OF 26.76 FEET TO THE NORTHEAST

THENCE N 64°47'55" E. A DISTANCE OF 66.35 FEET TO THE NORTHEAST CORNER OF THIS EASEMENT;

THENCE S 00°00'10" W. A DISTANCE OF 1,121.96 FEET;

THENCE S 01°24'09" W, A DISTANCE OF 1,332.86 FEET TO THE SOUTHEAST CORNER OF THIS EASEMENT;

THENCE N 89° 19' 51" W, A D

CORNER OF THIS EASEMENT;

THENCE N 00°40'09" E, A DISTANCE OF 1,332.03 FEET;
THENCE N 00°06'29" E, A DISTANCE OF 1,093.70 FEET TO THE POINT OF
BEGINNING.

CONTAINING 138,948 SQUARE FEET OR 3.190 ACRES OF LAND MORE OR LESS.

BESS LEASE AREA

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.B. & M., BEING A TRACT OR PARCEL CONTAINING 24.73 ACRES (1,077,204 SQUARE FEET) AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 47°57'09" E, A DISTANCE OF 299.88 FEET TO A POINT; THENCE S 00°00'00" E, A DISTANCE OF 237.40 FEET TO A POINT; THENCE S 90°00'00" E, A DISTANCE OF 399.80 FEET TO A POINT; THENCE S 04°40'09" W, A DISTANCE OF 1,332.03 FEET TO A POINT; THENCE S 89°09'41" W, A DISTANCE OF 691.96 FEET TO A POINT; THENCE N 35°52'47" W, A DISTANCE OF 348.33 FEET TO A POINT; THENCE N 54°35'10" E, A DISTANCE OF 416.15 FEET TO A POINT; THENCE N 35°24'50" W, A DISTANCE OF 726.00 FEET TO A POINT; THENCE N 54°35'06" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 454.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,077,204 SQUARE FEET OR 24.73 ACRES, MORE OR LESS.

MIDWAY CALPEAK BESS TRANSMISSION EASEMENT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.B. & M., BEING A TRACT OR PARCEL CONTAINING 0.237 ACRES (10,324 SQUARE FEET) AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 17' IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER

LEASE/EASEMENT EXHIBIT

MIDDLE RIVER POWER

MIDWAY-PANOCHE
43627 W PANOCHE ROAD
FIREBAUGH, CA, 93622

LEGAL DESCRIPTIONS - CONTINUED

MIDWAY CALPEAK ACCESS ROAD

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.B. & M., BEING A TRACT OR PARCEL CONTAINING 1.03 ACRES (44,888 SQUARE FEET) AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN; THENCE N 35°24'45" W, A DISTANCE OF 10.34 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N 47°31'54" E, A DISTANCE OF 388.65 FEET TO A POINT; THENCE N 51°55'15" E, A DISTANCE OF 40.82 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 91.54 FEET, HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 87°25'04", A CHORD BEARING OF N 08°12'43" E AND A CHORD DISTANCE OF 82.92 FEET; THENCE N 35°29'49" W, A DISTANCE OF 27.75 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 90.65 FEET, HAVING A RADIUS OF 60.04 FEET, A DELTA ANGLE OF 86°33'47", A CHORD BEARING OF N 78°46'42" W AND A CHORD DISTANCE OF 82.27 FEET; THENCE S 57°56'24" W, A DISTANCE OF 25.64 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 33.18 FEET, HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 79°25'33", A CHORD BEARING OF N 82°20'40" W AND A CHORD DISTANCE OF 76.68 FEET; THENCE N 42°37'43" W, A DISTANCE OF 31.29 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 67.40 FEET, HAVING A RADIUS OF 85.00 FEET, A DELTA ANGLE OF 45°25'44", A CHORD BEARING OF N 58°12'41" W AND A CHORD DISTANCE OF 65.64 FEET; THENCE N 80°55'33" W, A DISTANCE OF 37.42 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 66.50 FEET, HAVING A RADIUS OF 85.00 FEET, A DELTA ANGLE OF 44°49'28", A CHORD BEARING OF S 76°39'43" W AND A CHORD DISTANCE OF 64.82 FEET; THENCE S 54°14'59" W, A DISTANCE OF 139.02 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 69.60 FEET, HAVING A RADIUS OF 45.00 FEET, A DELTA ANGLE OF 88°36'45", A CHORD BEARING OF N 81°26'39" W AND A CHORD DISTANCE OF 62.86 FEET; THENCE N 37°08'16" W, A DISTANCE OF 104.94 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 11.77 FEET, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 82°25'46", A CHORD BEARING OF N 32°55'23" W AND A CHORD DISTANCE OF 11.76 FEET; THENCE N 28°42'30" W, A DISTANCE OF 148.93 FEET TO A POINT; THENCE S 65°34'47" W, A DISTANCE OF 20.06 FEET TO A POINT; THENCE S 28°42'30" E, A DISTANCE OF 150.43 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 14.71 FEET, HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 8°25'46", A CHORD BEARING OF S 32°55'23" E AND A CHORD DISTANCE OF 14.70 FEET; THENCE S 37°08'16" E, A DISTANCE OF 104.94 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 100.53 FEET, HAVING A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 88°36'45", A CHORD BEARING OF S 81°26'39" E AND A CHORD DISTANCE OF 90.80 FEET; THENCE N 54°14'59" E, A DISTANCE OF 139.02 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 50.85 FEET, HAVING A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 44°49'28", A CHORD BEARING OF N 76°39'43" E AND A CHORD DISTANCE OF 49.56 FEET; THENCE S 80°55'33" E, A DISTANCE OF 37.42 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 51.54 FEET, HAVING A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 45°25'44", A CHORD BEARING OF S 58°12'41" E AND A CHORD DISTANCE OF 50.20 FEET; THENCE S 35°29'49" E, A DISTANCE OF 184.92 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 60.86 FEET, HAVING A RADIUS OF 42.00 FEET, A DELTA ANGLE OF 83°01'43", A CHORD BEARING OF S 06°01'03" W AND A CHORD DISTANCE OF 55.68 FEET; THENCE S 47°31'54" W, A DISTANCE OF 267.23 FEET TO A POINT; THENCE S 35°24'45" E, A DISTANCE OF 20.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 44,888 SQUARE FEET OR 1.03 ACRES OF LAND MORE OR LESS.

LESS AND EXCEPT A PORTION OF THE MIDWAY CALPEAK ACCESS ROAD DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN; THENCE N 30°47'12" E, A DISTANCE OF 364.13 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE S 35°29'49" E, A DISTANCE OF 23.46 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 61.02 FEET, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 87°24'21", A CHORD BEARING OF S 79°11'59" E AND A CHORD DISTANCE OF 55.27 FEET; THENCE N 57°05'50" E, A DISTANCE OF 29.51 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 68.66 FEET, HAVING A RADIUS OF 45.00 FEET, A DELTA ANGLE OF 87°25'04", A CHORD BEARING OF N 08°12'43" E AND A CHORD DISTANCE OF 62.19 FEET; THENCE N 35°29'49" W, A DISTANCE OF 17.96 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 60.43 FEET, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 86°33'47", A CHORD BEARING OF N 78°46'42" W AND A CHORD DISTANCE OF 54.85 FEET; THENCE S 57°56'24" W, A DISTANCE OF 30.70' FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 65.23 FEET, HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 93°26'13", A CHORD BEARING OF S 11°13'18" W AND A CHORD DISTANCE OF 58.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,960 SQUARE FEET OR 0.23 ACRES OF LAND MORE OR LESS.

MIDWAY CALPEAK BESS ACCESS ROAD CONNECTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, M.D.B. & M., BEING A TRACT OR PARCEL CONTAINING 0.02 ACRES (803 SQUARE FEET) AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE LOCATED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID POINT BEARS N 01°34'29" E A DISTANCE OF 1,760.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE N 64°34'58" E, A DISTANCE OF 1,657.52 FEET ALONG THE SOUTH LINE OF WEST PANOCHE ROAD TO A FOUND 1" PIPE; THENCE LEAVING SAID SOUTH LINE, S 35°24'45" E, ALONG THE LANDS OF PANOCHE CALPEAK PLANT PARCEL A DISTANCE OF 716.21 FEET TO A FOUND 3/4" IRON PIN; THENCE N 47°57'09" E, A DISTANCE OF 55.42 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 47°57'07" E, A DISTANCE OF 59.17 FEET TO A POINT; THENCE N 22°46'43" E, A DISTANCE OF 20.35 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 12.11 FEET, HAVING A RADIUS OF 28.00 FEET, A DELTA ANGLE OF 24°47'17", A CHORD BEARING OF N 35°10'21" E AND A CHORD DISTANCE OF 12.02 FEET; THENCE S 47°34'00" W, A DISTANCE OF 99.36 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE A DISTANCE OF 16.42 FEET, HAVING A RADIUS OF 10.00 FEET, A DELTA ANGLE OF 94°06'08", A CHORD BEARING OF S 85°22'56" E AND A CHORD DISTANCE OF 14.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 803 SQUARE FEET OR 0.02 ACRES OF LAND, MORE OR LESS.

LEASE/EASEMENT EXHIBIT

MIDDLE RIVER POWER

MIDWAY-PANOCHE
43627 W PANOCHE ROAD
FIREBAUGH, CA, 93622

SCALE	N/A	REVIEWED BY	JEP
SURVEY DATE	7/19/03	APPROVED BY	JMP
DRAWN BY	MRP	CLINTON	
FILED BY	AM	RPS H	23-15C-02U
MARK	DATE	REVISIONS	BY AP VO

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