

19-0948

RECLAMATION AGREEMENT**(CUP 3553)**

This Reclamation Agreement ("RECLAMATION AGREEMENT") is entered into this 20th day of August, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and Little Bear Solar 5 LLC, a Delaware limited liability company ("OWNER"). COUNTY and OWNER may be referred to "PARTIES" to this RECLAMATION AGREEMENT.

WITNESSETH:

WHEREAS, on February 26, 2019, pursuant to COUNTY Resolution No. 19-075, subject to the conditions listed therein, the COUNTY Board of Supervisors certified Environmental Impact Report No. 7225 for the Project (State Clearinghouse No. 2016011008), and approved five separate conditional use permits, Unclassified Conditional Use Permit ("CUP") Nos. 3550, 3551, 3552, 3553 and 3577. As a condition of those approvals, the COUNTY required compliance with that certain Reclamation Plan: *Closure, Decommissioning, and Reclamation Plan* (the "RECLAMATION PLAN"). A true and complete copy of the RECLAMATION PLAN is attached hereto and incorporated herein by reference as EXHIBIT A; and

WHEREAS, OWNER will undertake the performance of the Project ("PROJECT") described in CUP No. 3553, consisting of the construction and operation of a solar photovoltaic power plant capable of generating up to fifty (50) megawatts ("MW"); and

WHEREAS, PROJECT will be situated on a portion of one parcel located south of West California Avenue, approximately one (1) mile west of its intersection with South Derrick Avenue on approximately Three Hundred and Twenty Two (322) acres in western unincorporated Fresno County (the "PROPERTY"), as more particularly described on EXHIBIT B, attached hereto; and

WHEREAS, the RECLAMATION PLAN requires that OWNER decommission PROJECT at the end of PROJECT'S useful life or the termination of CUP No. 3553, whichever occurs first, and reclaim the PROPERTY to its pre-PROJECT condition. To secure OWNER'S performance of its obligations under the RECLAMATION PLAN, the RECLAMATION PLAN requires that OWNER establish and maintain throughout the life of the PROJECT financial assurance, in an amount sufficient to ensure

1 restoration of the PROPERTY to its pre-PROJECT conditions. COUNTY requires that such financial
2 assurance take the form of (i) a cash deposit ("CASH EQUIVALENT"), (ii) an irrevocable standby letter
3 of credit, issued to COUNTY from a state or national financial institution ("LETTER OF CREDIT"), or (iii)
4 a surety or performance bond issue and delivered by an admitted surety in good standing with and
5 authorized by the California Insurance Commissioner to transact business ("BOND"); and

6 WHEREAS, OWNER elects to provide CASH SECURITY (as defined herein) to secure its
7 obligations under the RECLAMATION PLAN and this RECLAMATION AGREEMENT; and

8 WHEREAS, the initial estimated cost to decommission the PROJECT, as identified in CUP No.
9 3553, is Five Hundred Thirty-Three Thousand Five Hundred Dollars and no cents (\$533,500.00); and

10 WHEREAS, to enable OWNER to comply with the above-referenced requirements of the
11 RECLAMATION PLAN and to memorialize the respective responsibilities of OWNER and COUNTY
12 with respect to the RECLAMATION PLAN, and COUNTY's rights with respect to the CASH SECURITY,
13 COUNTY and OWNER enter into this RECLAMATION AGREEMENT.

14 NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is
15 hereby acknowledged, PARTIES hereby agree as follows:

16 **SECTION 1. EFFECTIVE DATE**

17 This RECLAMATION AGREEMENT is effective as of the date that it is signed by the PARTIES.

18 **SECTION 2. DEFINITIONS**

19 A. "BUSINESS DAY" means the business day of the PARTY required to perform an
20 obligation herein, provided however, a business day of PARTY who is an individual shall mean Monday
21 through Friday, inclusive.

22 B. "CASH SECURITY" means and includes the then-current amount of the cash irrevocably
23 delivered by OWNER to COUNTY and held on deposit, or any portion thereof, including any increases
24 of the cash as a result of ANNUAL INCREASE TO SECURITY (as herein defined) , all as held on
25 deposit for the sole benefit of COUNTY thereunder, less any COUNTY drawings of cash under this
26 RECLAMATION AGREEMENT.

27 C. "SECURITY" means and includes the then-current form of security delivered to
28 COUNTY to secure OWNER'S obligations under this RECLAMATION AGREEMENT hereinafter

collectively referred to as CASH SECURITY, CASH EQUIVALENT, BOND and LETTER OF CREDIT, unless specifically identified.

D. "COUNTY BUSINESS DAY" means Monday through Friday, inclusive, but excluding any day which is recognized as a legal holiday by COUNTY.

E. "DAY" means a calendar day unless specified to the contrary in this RECLAMATION AGREEMENT.

F. "DIRECTOR" means the Director of COUNTY'S Department of Public Works and Planning or his or her designee.

SECTION 3. OBLIGATIONS OF THE OWNER.

A. OWNER shall at its own cost, fully comply with all provisions of the RECLAMATION PLAN, including but not limited to, Section 13 thereof.

B. OWNER shall provide written notice to COUNTY within seven (7) calendar days of the occurrence of either (i) the expiration or termination of CUP No. 3553 or (ii) the abandonment of PROJECT without OWNER making efforts to cure a disruption of electricity production, whichever occurs first. Such notice shall be provided to the person set forth in Section 8 of this RECLAMATION AGREEMENT.

C. It is understood that time is of the essence in the performance of all obligations under this RECLAMATION AGREEMENT and the RECLAMATION PLAN.

SECTION 4. SECURITY FOR OWNER'S OBLIGATIONS.

A. As security to COUNTY for OWNER'S faithful performance of all of its obligations herein, OWNER shall, not later than five (5) business days subsequent to the final execution of this RECLAMATION AGREEMENT by the PARTIES, submit Five Hundred Thirty-Three Thousand Five Hundred Dollars and no cents (\$533,500.00) as the CASH SECURITY to COUNTY via wire transfer, pursuant to wiring instructions to be provided by DIRECTOR or DIRECTOR's designee. The CASH SECURITY shall secure OWNER'S timely, full, and faithful performance of all of its obligations under this RECLAMATION AGREEMENT and the RECLAMATION PLAN, which may only be drawn upon by COUNTY upon the occurrence of an EVENT OF DEFAULT pursuant to Section 5 of this RECLAMATION AGREEMENT. Upon receipt from OWNER, DIRECTOR shall deposit the CASH SECURITY in a non-

1 interest bearing account to be managed by COUNTY and with an accounting of deposited funds specific to
2 the PROJECT (the "CASH SECURITY ACCOUNT"). The amount of the CASH SECURITY, including any
3 increases in the amount of SECURITY thereof as required herein, is not a limitation on OWNER'S
4 obligation under this RECLAMATION AGREEMENT or the RECLAMATION PLAN.

5 B. On or before the 25th of August for each year that this RECLAMATION AGREEMENT is
6 in effect, OWNER shall remit to DIRECTOR the sum of Sixteen Thousand Five Dollars and no cents
7 (\$16,005.00), calculated based on three percent (3%) of the initial estimate of reclamation costs.
8 Alternatively, OWNER may elect to remit the amount of the annual increase of the CASH SECURITY
9 calculated on the basis of the then-current Consumer Price Index ("CPI"). OWNER'S annual
10 remittance to the DIRECTOR of the additional sums set forth in this Section 4.B, collectively referred to
11 as the "ANNUAL INCREASE TO SECURITY", shall be added to the amount secured by the SECURITY
12 to satisfy OWNER'S obligation to increase OWNER'S security obligations by three percent (3%) per
13 year or by the CPI. OWNER shall provide notice, as required by Section 8 of this RECLAMATION
14 AGREEMENT, of the election to use the CPI at least sixty (60) CALENDAR DAYS before the due date
15 to remit the ANNUAL INCREASE TO SECURITY, identified above, and provide documentation to the
16 satisfaction of COUNTY of the then-current CPI rate. Upon receipt from OWNER, DIRECTOR shall
17 deposit the ANNUAL INCREASE TO SECURITY to the CASH SECURITY ACCOUNT.

18 C. In the event OWNER replaces the CASH SECURITY with a LETTER OF CREDIT or
19 BOND under this RECLAMATION AGREEMENT, then the replacement SECURITY shall be in initially
20 in the then-current amount of the CASH SECURITY, and the replacement SECURITY shall be
21 increased each year according to the requirements set forth in Section 4.B of this RECLAMATION
22 AGREEMENT. Any such change in the SECURITY shall be subject to written consent of the PARTIES
23 as set forth in Section 10 of this RECLAMATION AGREEMENT.

24 D. OWNER shall promise, covenant, and warrant that that if COUNTY attempts to draw
25 upon, or draws upon, the SECURITY, OWNER (including OWNER'S successors or assigns, or anyone
26 claiming through OWNER, or any other persons, firms, or entities acting at the direction, or under the
27 authority, of OWNER) shall not in any way whatsoever defeat, interfere with, obstruct, or cause delay to
28 said right of COUNTY to do so, or take any legal action against COUNTY to stay, enjoin, or prevent

COUNTY from drawing upon the SECURITY, provided however, nothing in this Section 4.D shall prohibit OWNER from bringing any legal action against COUNTY, after making any drawing upon the SECURITY, for having drawn upon the SECURITY in violation of the terms of this RECLAMATION AGREEMENT.

E. DIRECTOR is hereby authorized by COUNTY to make any determination by COUNTY, or to take any action on behalf of COUNTY, required under this RECLAMATION AGREEMENT.

SECTION 5. DEFAULT.

A. For purposes of this RECLAMATION AGREEMENT, the occurrence of any one or more of the following events shall constitute an "EVENT OF DEFAULT" by OWNER under this RECLAMATION AGREEMENT:

i. OWNER fails to timely deliver the CASH SECURITY, as required by Section 4 of this RECLAMATION AGREEMENT;

ii. The breach or default, in any material respect, in the performance of any obligation in this RECLAMATION AGREEMENT, or falsity of any representations or warranties, of OWNER contained in this RECLAMATION AGREEMENT;

iii. The failure of OWNER to timely pay any amount due or owed by OWNER in connection with the RECLAMATION PLAN or this RECLAMATION AGREEMENT;

iv. The failure of OWNER to observe or perform, in any material respect, any other obligation under this RECLAMATION AGREEMENT or the RECLAMATION PLAN for a period of thirty (30) calendar days after COUNTY provides written notice to OWNER stating the obligation OWNER has failed to perform, provided however, if the nature of the default is such that OWNER cannot reasonably cure the default within thirty (30) calendar days, OWNER shall have an additional reasonable time to cure, subject to OWNER commencing to cure within the thirty (30) calendar day period and diligently pursuing the cure to completion and completing the cure not later one hundred twenty (120) calendar days from the date of COUNTY's notice of such failure to perform.

Notwithstanding anything to the contrary in this RECLAMATION AGREEMENT, this subsection (v) shall not apply to any of OWNER'S obligations under Section 4 of this RECLAMATION AGREEMENT;

1 v. The failure of OWNER or any TRANSFEREE as defined in Section 11 of this
2 RECLAMATION AGREEMENT to fulfill any obligation stated in said Section 11; or

3 vi. Bankruptcy, reorganization, liquidation, arrangement, insolvency, receivership or
4 conservatorship proceedings, or other proceedings for relief under any bankruptcy or similar law or
5 laws for the relief of debtors, are instituted by or against OWNER, are not dismissed within ninety (90)
6 days of institution, or there is an assignment by OWNER for the benefit of creditors, or any similar
7 action taken by or against OWNER, or OWNER is insolvent.

8 **SECTION 6. REMEDIES AVAILABLE TO THE COUNTY.**

9 A Upon the determination of COUNTY's Board of Supervisors, by an official action, that an
10 EVENT OF DEFAULT has occurred with respect to OWNER, COUNTY's Board of Supervisors shall have
11 the right to declare that OWNER is in material breach of this RECLAMATION AGREEMENT, and
12 COUNTY thereupon shall be entitled to immediately draw upon the SECURITY, or from time to time
13 immediately make partial draws upon the SECURITY, which partial draws shall permanently reduce the
14 total amount of SECURITY. COUNTY will provide OWNER at least twenty-one (21) calendar days'
15 advance written notice of the date, time and place of the public meeting at which the COUNTY's Board of
16 Supervisors will consider and determine whether OWNER is in material breach of this RECLAMATION
17 AGREEMENT. Notwithstanding anything to the contrary herein, in the event that there is an EVENT OF
18 DEFAULT under Sections 5. A(v) and A(vi) of this RECLAMATION AGREEMENT, or there are any
19 circumstances entirely beyond the COUNTY'S (including the COUNTY's Board of Supervisors') control
20 that would frustrate COUNTY's ability to provide such notice, then (a) such notice shall not be required to
21 be provided by COUNTY to OWNER, (b) such action by COUNTY's Board of Supervisors shall not be
22 required, (c) COUNTY shall have the right to determine that an EVENT of DEFAULT has occurred, (d)
23 COUNTY shall have the right to declare that OWNER is in material breach of this RECLAMATION
24 AGREEMENT, (e) for an EVENT OF DEFAULT under Section 5 of RECLAMATION AGREEMENT,
25 COUNTY thereupon shall be entitled to draw upon the SECURITY of this RECLAMATION AGREEMENT.

26 B. If COUNTY draws upon the SECURITY, COUNTY shall use the proceeds thereof solely
27 to perform the reclamation of the PROPERTY in substantial conformity with the RECLAMATION PLAN;
28 provided however, any such act by COUNTY shall not obligate COUNTY to continue performance

under, or to complete, such RECLAMATION PLAN, beyond the amount of such funds so drawn. Subject to the limitation of COUNTY's obligations in the foregoing sentence, COUNTY may also use a portion of such proceeds for COUNTY's reasonable administrative and overhead costs in connection with such reclamation of the PROPERTY pursuant to the RECLAMATION PLAN. COUNTY shall maintain records, for a period of one (1) year following the final use of any proceeds of the CASH SECURITY, and such records shall be made available to OWNER within ten (10) calendar days following written request thereof by OWNER.

SECTION 7. SEVERABILITY.

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

SECTION 8. NOTICES.

A. The persons and their addresses having authority to give and receive notices under this RECLAMATION AGREEMENT include the following:

COUNTY

County of Fresno
Department of Public Works and Planning
Attn: Director
2220 Tulare Street, 8th Floor
Fresno, CA 93721

OWNER

Little Bear Solar 5, LLC
c/o First Solar, Inc.
Attn: Robert Holbrook, Manager – Project
Development
135 Main Street, 6th Floor
San Francisco, CA 94105

Copies of notices to COUNTY shall also be given to:

Fresno County Counsel
Attn: Deputy Counsel Assigned to Land Use Matters
2220 Tulare Street, 5th Floor
Fresno, CA 93721
Email: CountyCounsel@fresnocountyca.gov

Copies of notices to OWNER shall be given to:

First Solar Development, LLC
Attn: General Counsel
350 West Washington Street, Suite 600
Tempe, AZ 85281
Email: generalcounsel@firstsolar.com

B. Any and all notice, consents, approvals, requests, correspondences, documents, reports, demands and other communications (collectively, "NOTICE") between COUNTY and OWNER provided for or permitted under this RECLAMATION AGREEMENT or by law shall be in writing and delivered

1 either by personal service, by first-class United States mail, by an overnight commercial courier service,
2 by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an
3 email. A NOTICE delivered by personal service is effective upon service to the recipient. A NOTICE
4 delivered by first-class United States mail is effective three COUNTY business days after deposited in
5 the United States mail, postage prepaid, addressed to the recipient. A NOTICE delivered by first-class
6 United States mail is effective three COUNTY business days after deposited in the United States mail,
7 postage prepaid, addressed to recipient. A NOTICE delivered by an overnight commercial courier is
8 effective one COUNTY business day after deposit with the overnight commercial courier service,
9 delivery fees prepaid, with delivery instructions for next-day delivery, addressed to the recipient. A
10 NOTICE delivered by telephonic facsimile or by PDF document attached to an email is effective when
11 transmission is completed (but, if such transmission is completed outside of COUNTY business hours,
12 then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day),
13 provided that the sender maintains a machine record of the completed transmission.

14 **SECTION 9. LEGAL AUTHORITY.**

15 Each individual executing or attesting this RECLAMATION AGREEMENT hereby covenants,
16 warrants, and represents to the other PARTY: (1) that he or she is duly authorized to execute and deliver
17 this RECLAMATION AGREEMENT on behalf of his or her respective PARTY in accordance with the
18 following: for OWNER, its articles of organization and operating agreement; and for COUNTY, its
19 governing legal authority; (2) that this RECLAMATION AGREEMENT is binding upon his or her respective
20 PARTY; and (3) that his or her respective PARTY is duly organized and legally existing in good standing in
21 the State of California.

22 **SECTION 10. MODIFICATION.**

23 Any matters of this RECLAMATION AGREEMENT may be modified from time to time by the
24 written consent of all PARTIES without, in any way, affecting the remainder.

25 **SECTION 11. NOTICE OF TRANSFER.**

26 A Subject to the condition that there is not an EVENT OF DEFAULT, OWNER may transfer
27 its interest in this RECLAMATION AGREEMENT, without COUNTY'S consent as to such transfer but
28 subject to COUNTY'S consent or satisfaction, as applicable, as further provided in this Section 11,

1 provided that such transfer is only in its entirety, to any entity or person that becomes the sole permittee
2 under CUP No. 3553 ("TRANSFeree").

3 B. No transfer shall be effective unless and until, not later than sixty (60) calendar days after
4 the transfer, OWNER shall (a) provide written notice of the transfer to COUNTY, together with the contact
5 information for the TRANSFeree'S duly authorized representative for purposes of receiving and giving
6 notices under Section 8 of this RECLAMATION AGREEMENT, (b) cause TRANSFeree to execute an
7 assignment and assumption agreement, in a form and substance satisfactory to COUNTY, expressly
8 assuming all of the obligations of the OWNER under this RECLAMATION AGREEMENT, and (c) provide
9 evidence satisfactory to COUNTY that the TRANSFeree is, or shall become, a permittee under CUP No.
10 3553. Upon such satisfaction of the above conditions, OWNER shall be relieved from all further
11 obligations under this RECLAMATION AGREEMENT, save and except those obligations that, by their
12 express language, survive such an assignment and transfer.

13 C. In the event that OWNER transfers this RECLAMATION AGREEMENT as provided in
14 this Section 11, COUNTY shall continue to have all rights relating to the CASH SECURITY, unless and
15 until COUNTY accepts a replacement SECURITY, in a form approved by COUNTY as provided for in
16 Section 11(D), delivered by TRANSFeree. If COUNTY accepts such replacement SECURITY and
17 upon the TRANSFeree and COUNTY executing an assignment and assumption agreement of this
18 RECLAMATION AGREEMENT, COUNTY shall promptly, but not later than thirty (30) calendar days
19 thereafter, release and return the original CASH SECURITY (in the then-current available amount
20 thereof) to OWNER.

21 D. In the event OWNER transfers this RECLAMATION AGREEMENT as provided for in this
22 Section 11, the TRANSFeree shall provide replacement SECURITY to secure the TRANSFeree'S
23 obligations under the assignment and assumption agreement pursuant to this RECLAMATION
24 AGREEMENT as either (i) CASH EQUIVALENT, (ii) LETTER OF CREDIT or (iii) BOND with terms and
25 conditions and requirements and in a form subject to the approval of COUNTY. A replacement CASH
26 EQUIVALENT shall include terms, conditions, and requirements as identified in Section 4 of this
27 RECLAMATION AGREEMENT. The replacement LETTER OF CREDIT or BOND shall satisfy the
28 following creditworthiness terms, conditions, and requirements, which creditworthiness terms,

1 conditions and requirements are not the only terms, conditions and requirements of the replacement
2 LETTER OF CREDIT or BOND that are subject to the COUNTY'S approval.

3 i. For a LETTER OF CREDIT, the Financial Institution issuing the LETTER OF
4 CREDIT to COUNTY shall (1) be chartered or licensed under the laws of the United States, any State
5 thereof, or the District of Columbia, and if it receives retail deposits, it shall be insured by the Federal
6 Deposit Insurance Corporation, and (2) have an issuer longer-term rating of "Investment Grade"
7 (provided however, if a Rating Agency has more than one issuer longer-term rating for a Financial
8 Institution, then all such issuer long-term ratings for the Financial Institution shall be "Investment
9 Grade") by at least two (2) of (a) Fitch Ratings Ltd, (b) Moody's Investor Service, Inc ("Moody's") or (c)
10 Standard & Poor's Rating Services ("S&P") or their respective successors (collectively, the "RATING
11 AGENCIES"), which "Investment Grade" as of final execution of this RECLAMATION AGREEMENT by
12 the PARTIES is at least BBB- (S&P and Fitch) and Baa3 (Moody's), or the equivalent rating to satisfy
13 this "Investment Grade" rating requirement at the time TRANSFEREE submits replacement SECURITY
14 for COUNTY'S approval; and

15 ii. For a BOND, the BOND shall be issued by an admitted surety, in good standing with
16 and authorized by the California Insurance Commissioner to transact business, in the State, and having
17 a minimum Best's rating of at least A, FSC VII, unless COUNTY'S Personnel Services Manager, Risk
18 Management Division, expressly consents in writing to a lower Best's rating or rating from a different
19 rating service.

20 **SECTION 12. RECORDATION OF EASEMENT.**

21 A. To enable COUNTY to access the PROPERTY for purposes contemplated by this
22 RECLAMATION AGREEMENT, OWNER shall grant to COUNTY a non-exclusive easement over, under,
23 on, and across the PROPERTY (the "EASEMENT"). A true and complete copy of the form of the
24 EASEMENT is attached hereto and incorporated herein by reference as EXHIBIT C. COUNTY shall have
25 the right, upon PARTIES' execution of this RECLAMATION AGREEMENT, to record the EASEMENT in
26 the official records of the County Recorder with respect to the PROPERTY.

27 B. OWNER promises, covenants, and warrants to COUNTY that OWNER shall not,
28 subsequent to the date of this RECLAMATION AGREEMENT, record any liens, encumbrances,

1 covenants, conditions, restrictions, reservations, contracts, leases or licenses, easements, or rights of
2 way in the official records of the County Recorder with respect to the PROPERTY, which interferes or
3 will interfere with COUNTY's rights under the EASEMENT, without the COUNTY's express written
4 consent, which shall not be unreasonably withheld, conditioned or delayed.

5 **SECTION 13. SATISFACTION OF THE RECLAMATION PLAN.**

6 A Upon OWNER'S determination, in its sole discretion, that it has satisfied each of the
7 provisions of the RECLAMATION PLAN, OWNER shall submit written notification to the COUNTY of such
8 determination, which notice shall be prominently entitled "Satisfaction Notice under Reclamation
9 Agreement" ("SATISFACTION NOTICE"). COUNTY shall have forty-five (45) calendar days from
10 receiving OWNER'S SATISFACTION NOTICE to determine, in its sole discretion, whether OWNER has
11 satisfied the provisions of the RECLAMATION PLAN. Within fifteen (15) calendar days following such
12 determination, COUNTY shall notify OWNER in writing of its determination. If COUNTY has determined
13 that any provisions of the RECLAMATION PLAN remain unsatisfied, such notice shall be prominently
14 entitled "Notice of Dissatisfaction Under Reclamation Agreement" ("NOTICE OF DISSATISFACTION").
15 Within sixty (60) calendar days of receipt of a NOTICE OF DISSATISFACTION, OWNER shall satisfy
16 those provisions of the RECLAMATION PLAN identified in the NOTICE OF DISSATISFACTION, except in
17 those instances where such compliance shall take longer than sixty (60) calendar days, OWNER shall
18 have such time as is reasonably necessary as long as OWNER has begun such compliance and diligently
19 continues to pursue such compliance to completion, provided however that all such compliance actions
20 shall be finalized within one hundred and eighty (180) calendar days of OWNER'S receipt of the first
21 NOTICE OF DISSATISFACTION. OWNER shall provide COUNTY a further SATISFACTION NOTICE
22 upon completion of the actions set forth in the NOTICE OF DISSATISFACTION. Upon OWNER'S
23 completion of the actions set forth in the SATISFACTION NOTICE and delivery of COUNTY's written
24 determination as set forth herein, shall be deemed OWNER'S satisfaction of its obligations under the
25 RECLAMATION PLAN and this RECLAMATION AGREEMENT. Within thirty (30) calendar days following
26 such notice being given by COUNTY to OWNER, COUNTY shall release and return the then-current
27 CASH SECURITY (in the then-current available amount thereof) to OWNER, and upon the delivery
28 thereof, this RECLAMATION AGREEMENT shall terminate and the rights and obligations herein shall be

1 of no further force or effect.

2 B. COUNTY'S failure to timely respond to OWNER'S SATISFACTION NOTICE submitted
3 to COUNTY, as provided herein, with COUNTY's NOTICE OF DISSATISFACTION, as provided herein,
4 shall be deemed approval of the SATISFACTION NOTICE and OWNER'S completion of its obligations
5 under the RECLAMATION PLAN and this RECLAMATION AGREEMENT, provided however, such
6 COUNTY failure to so timely respond shall not be deemed to be a cure of any uncured EVENT OF
7 DEFAULT. Within thirty (30) calendar days following such deemed approval, following written notice
8 from OWNER, and so long as there is no uncured EVENT OF DEFAULT, COUNTY shall return the
9 then-current CASH SECURITY (in the then-current available amount thereof) to OWNER, and upon the
10 delivery thereof, this RECLAMATION AGREEMENT shall terminate and the rights and obligations
11 herein shall be of no further force or effect.

12 **SECTION 14. GOVERNING LAW; VENUE.**

13 A. The rights and obligations of PARTIES and all interpretation and performance of this
14 RECLAMATION AGREEMENT shall be governed in all respects by the laws of the State of California.

15 B. Venue for any action arising out of or related to this RECLAMATION AGREEMENT shall
16 only be in Fresno County, California.

17 **SECTION 15. CONSTRUCTION OF AGREEMENT.**

18 PARTIES hereby acknowledge that they and their respective counsel have cooperated in the
19 drafting and preparation of this RECLAMATION AGREEMENT, for which reason this RECLAMATION
20 AGREEMENT shall not be construed against any PARTY as the drafter hereof.

21 **SECTION 16. COUNTERPARTS.**

22 This RECLAMATION AGREEMENT may be executed in one or more original counterparts, all of
23 which together will constitute one and the same agreement.

24 **SECTION 17. ENTIRE AGREEMENT.**

25 This RECLAMATION AGREEMENT constitutes the entire agreement between OWNER and
26 COUNTY with respect to the subject matter hereof and supersedes all previous agreements, negotiations,
27 proposals, commitments, writings, advertisements, publications, and understanding of any nature
28 whatsoever unless expressly included in this RECLAMATION AGREEMENT. In the event of any

1 inconsistency in interpreting the documents which constitute this RECLAMATION AGREEMENT, the
2 inconsistency shall be resolved by giving precedence in the following order of priority: (1) first, the text of
3 this RECLAMATION AGREEMENT (excluding EXHIBIT A, EXHIBIT B, and EXHIBIT C); (2) second,
4 EXHIBIT A; (3) third, EXHIBIT C (4) and fourth, EXHIBIT B.

5 IN WITNESS WHEREOF, the PARTIES have executed this RECLAMATION AGREEMENT on the date
6 set forth above.

7
8 *MCQ*
9 Little Bear Solar 5, LLC,
a Delaware limited liability company

COUNTY OF FRESNO

10 *Nathan Magsig*
11 (Authorized Signature)

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

12 *Kathryn Arbeit, Vice President*
13 Print Name and Title

14 **ATTEST:**
15 Bernice E. Seidel
16 Clerk of the Board of Supervisors
County of Fresno, State of California

17 By *Susan Bishop*
18 Deputy

19
20
21 FOR ACCOUNTING USE ONLY

22 ORG No 4360-0200
23 Account No. 7295
24 Fund No. 0001
25 Subclass No. 10000
26
27
28

EXHIBIT “A”



CLOSURE, DECOMMISSIONING, AND RECLAMATION PLAN

[Update to February 2017 Preliminary Closure, Decommissioning, and Reclamation Plan]

LITTLE BEAR SOLAR PROJECT FRESNO COUNTY, CA

Unclassified CUP Nos. 3550, 3551, 3552, 3553, 3577

RECEIVED
COUNTY OF FRESNO

JUL 17 2019

DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION

EIR 7225

SUBMITTED TO:

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

PREPARED BY:

Little Bear Solar 1, LLC; Little Bear Solar 3, LLC;
Little Bear Solar 4, LLC; Little Bear Solar 5, LLC

June, 2019



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FIGURES

Figure 1:	Project Vicinity
Figure 2:	Project Location
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APPENDICES

Appendix A	Reclamation Cost Estimate
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Acronyms and Abbreviations

County	Fresno County Department of Public Works and Planning Development Services Division
CUP	Conditional Use Permit
ESA	Environmental Site Assessment
O&M	Operations and Maintenance
Project	Little Bear Solar Project
PV	Photovoltaic
PPA	Power Purchase Agreement
WWD	Westland Water District

1 Introduction

1.1 Purpose of the Reclamation Plan

The purpose of this preliminary Closure, Decommissioning, and Reclamation Plan (Reclamation Plan) is to establish the methodologies that could be employed for decommissioning and reclamation activities associated with the permanent closure of the facilities at the Little Bear Solar Project (Project). The actual actions implemented in the facility closure will be determined based on the expected future use of the site. Therefore, a more detailed reclamation plan will be developed in advance of the start of decommissioning activities.

This Reclamation Plan has been developed in compliance with a requirement in Fresno County Development Services Division's *Solar Facility Guidelines* to "provide a Reclamation Plan detailing the lease life, timeline for removal of the improvements and specific measures to return the site to the agricultural capability prior to installation of solar improvements." The Guidelines provide specific direction on the contents of the Reclamation Plan, which are discussed in further detail starting in Section 2.

The Project is expected to operate at a minimum for the term of its Power Purchase Agreement (PPA) or other energy contracts. For purposes of developing this plan, it is required that when the Project is decommissioned, all Project structures and electrical equipment would be removed from the site and the disturbed areas would be reclaimed for purposes of restoring the site to its present-day conditions, to the extent feasible.

This preliminary reclamation plan addresses the following:

- Project Description
- Regulatory Criteria
- Decommissioning and Reclamation Activities
 - Pre-Decommissioning
 - Removal of Facilities
 - Hazardous Waste Management
 - Debris Management, Disposal, and Recycling
 - Post-Demolition Site Restoration
- Project Reclamation Costs and Bonding

As mentioned above, because this document addresses Project actions that would occur well in the future, it will be updated and finalized in the months prior to the scheduled decommissioning. This will ensure the final plan addresses the proposed future land use of the site and the applicable rules and regulations in place at that time.

1.2 Project Overview

The Project site is located in the San Joaquin Valley, approximately 13 miles east of Interstate 5, approximately 2.5 miles southwest of the City of Mendota, and immediately west of State Route 33 (SR-33), in unincorporated Fresno County, Sections 13 and 14, Township 14 South, Range 14 East, Mount Diablo Base and Meridian. Specifically, the Project site is bounded by West California Avenue to the north, West Jensen Avenue to the south, San Bernardino Avenue to the west, and SR-33 to the east. **Figure 1—Project Vicinity** shows the location of the Project site

The Project will interconnect to the PG&E-owned Mendota Substation located approximately 2 miles west of the Project site using an existing 115 kV gen-tie line that interconnects the North Star Solar Project and the Mendota Substation. The location of the Project site and the Mendota Substation is shown in **Figure 2—Project Location**.

The Project contemplates the construction and operation of an approximately 160 megawatt (MW) solar photovoltaic power generation facility. The Project will consist of five individual facilities, ranging from approximately 157 to 322 acres, and generally referred to hereafter as “Facility”, or by individual Facility name (“Little Bear 1,” “Little Bear 3,” “Little Bear 4,” “Little Bear 5” or “Little Bear 6”). Each Facility will consist of solar photovoltaic (PV) modules grouped together in a series of arrays arranged over the site. The electric power generated by the Project will be transmitted to the Mendota Substation by the combination of a new, approximately 1.25-mile-long, onsite gen-tie line and the existing North Star gen-tie line. The solar facility is intended to operate year-round.

The solar PV modules will be mounted on support structures which will be designed to track the sun’s path through the sky along a single axis, oriented north-south in order to maximize the amount of incident solar radiation absorbed over the year and the annual production of electrical power. The direct current (DC) power output from the solar PV modules in each array will be routed to one or more current inverter(s), which will convert the DC power input into an alternating current (AC) power output. The AC current inverter outputs will then be routed to a step-up transformer. An underground network of AC power cables will connect the step-up transformers to a lineup of medium voltage switchgear and then to the Facility’s 115 kV substation.

Each Facility will include internal roads constructed of compacted native soil. Earthen basins will be constructed to contain storm water runoff on the Project site. The Facilities will be secured through a combination of perimeter security fencing, controlled access gates, electronic security systems, and remote monitoring. Security fencing will be six-foot chain link topped with three-strand barbed wire. Telecommunications will be provided by a local provider or a microwave/satellite communications tower that will be approximately 60 feet tall. The Project will have meteorological stations within the solar field, and each Facility may have between two and five 20-foot tall steel lattice meteorological towers mounted on concrete foundations and installed around the perimeter of the solar field.

Each Facility may optionally have an Energy Storage System (ESS) that will provide up to four hours of electrical storage. The ESS will be sited on an approximately one-acre area next to the onsite substation in separate outside-rated enclosures and will consist of self-contained battery storage modules placed in racks, converters, switchboards, integrated heating, ventilation, and air conditioning (HVAC) units, inverters, transformers, and controls in prefabricated metal containers or in a building. The battery storage modules would use proven storage technologies such as Lithium Ion, Sodium-Sulphur, or Vanadium-Redox-Flow batteries.

The five Facilities may share a single operations and maintenance (O&M) building, of up to approximately 2,000 square feet, along with a parking area and other associated facilities. The O&M building is depicted on the Little Bear 1 site in Figure 3a – Project Design. If a Facility does not require use of the shared O&M building, storage enclosures may be installed on concrete pads within the Facility site.

Figure 3 – Project Layout shows the location of the components of the Project and associated facilities.

2 Guidance for Reclamation Plan Contents

The County's Solar Facility Guidelines provides the following guidance on the minimum content for reclamation plans. Where necessary, reference is made to other sections of the Reclamation Plan where more detailed information is provided:

1. Description of present use of the site;

The site is intermittently used for dry-farm agriculture and related activities, such as seasonal livestock grazing. According to information provided by Westlands Water District (WWD), the Project property is non-irrigable and thus only capable of being dry farmed. Consequently, the site has mostly lain fallow during the past ten years.

The corridor of land containing the North Star Solar Project gen-tie line continues to be used for a mixture of agricultural uses, such as field crops and orchards.

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

The Project will include the following main elements: modular photovoltaic solar panels on single-axis trackers; direct current to alternating current power inverters mounted on concrete pads; three-phase transformers mounted on concrete pads, a medium-voltage (34.5 kV) collection system either overhead or underground, electric substations, a 115 kV gen-tie line, a control/administration building and parking lot, meteorology towers, security fencing and lighting and other on-site facilities as required. Earthen basins will be constructed to contain storm water runoff from the Project site.

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

The Project is expected to be in commercial operation for approximately 30 years from the commencement of operations, with a potential for continued use in accordance with County permitting requirements, which would require an amendment to the approved Conditional Use Permits.

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

The Project properties will be owned in fee title as follows:

Facility	Property Owner
Little Bear 1	Little Bear Solar 1, LLC
Little Bear 3	Little Bear Solar 3, LLC
Little Bear 4	Little Bear Solar 4, LLC
Little Bear 5 & Little Bear 6	Little Bear Solar 5, LLC

The Project also holds real estate rights for the land across which the gen-tie line is located, through a shared facilities agreement.

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)

Section 3, Project Decommissioning and Reclamation Procedures (below), provides a discussion of the procedures that will be used to return the Project site back to pre-construction conditions. It should be noted that although the property has been historically used for agricultural production it no longer has rights to water delivery from the Westlands Water District, the present property owner. In consideration of these restrictions, this Reclamation Plan contemplates decommissioning of the project and stabilization of the site, and does not propose additional actions to restore agricultural capacity to the property beyond its present 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.**

Figure 3 – Project Layout shows the site plan for the Project.

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

Information for the engineering cost estimate to implement the Reclamation Plan is provided in Attachment A.

3 Decommissioning and Reclamation Procedures

The procedures described for decommissioning and reclamation are designed to promote public health and safety, environmental protection and compliance with applicable regulations. It is assumed that decommissioning will begin approximately 30 after Project operation is initiated. The Project decommissioning plan may incorporate the sale of some of the facility components via the used equipment market and recycling of components. Decommissioning will be conducted in accordance with a Final Reclamation Plan that will be developed in the months prior to decommissioning being initiated.

This reclamation plan assumes that all equipment and facilities within and associated with the Project will be removed.

3.1 Pre-Decommissioning Activities

Pre-decommissioning activities will be conducted to prepare the Project for demolition. This would include assessing the existing site conditions and development of a Final Reclamation Plan and schedule as described above.

Pre-decommissioning activities would include removing hazardous materials from the site including residues that occur in equipment. All operational liquids and chemicals are expected to be removed and disposed of as discussed in Section 3.4. Hazardous material and petroleum containers, pipelines, and other similar structures shall be rinsed clean, when feasible, and the waste liquid collected for off-site disposal.

Locations for decommissioned structures, non-hazardous waste, and debris will be designated on the Final Reclamation Plan to facilitate the decommissioning process and off-site removal.

3.2 Removal of Facilities

Site decommissioning and equipment removal may take a year or more. Therefore, access roads, fencing, electrical power, and other Project infrastructure may temporarily remain in place for use by the decommissioning and restoration workers until no longer needed. Therefore, these components would be the last to be removed prior to site rehabilitation.

Above- and Below-Ground Facilities

Structures that need to be dismantled during decommissioning include the onsite substations, onsite O&M area, perimeter fence, solar field, and transformers and inverters. These structures will be dismantled and moved to designated areas for either recycling or disposal at an approved landfill.

Above-ground structures will be removed through mechanical or other approved methods. Below-ground structures will be removed or, upon agency approval, may remain in place to minimize soil disturbance. Below-ground facilities/utilities that potentially may be removed include pipelines, electrical lines and conduits, and concrete slabs.

Stormwater retention basins will be filled and brought to grade level.

Gen-Tie Transmission Lines

If the gen-tie transmission lines will not continue to be utilized for another purpose at the time of Project decommissioning, the lines will be removed. Decommissioning of the gen-tie will consist of removal of all structures associated with the construction of the transmission line(s) to include, but not limited to overhead conductors and the removal of poles. All steel will be recycled and the foundations will be removed to a depth of at least 2 feet below the ground surface or as otherwise obligated by any real estate agreements. Aluminum from overhead conductors will be recycled.

Roads

Access and on-site roads will remain in place to accomplish decommissioning at the end of the facility's life and would be one of the last Project components to be removed. Any graveled roads or areas—if not left in place for future uses—would be removed and the material used to fortify existing perimeter roads. The compacted native soil roads in the solar field would not need to be removed but may be deep-chiseled to alleviate soil compaction.

3.3 Debris Management, Disposal, and Recycling

All removed material and demolition debris will be placed in designated locations within the Project. Each stockpile will be transported off-site to either a used equipment market, off-site recycling center, or approved landfill depending on the material type. Debris will be broken down into manageable sizes so that transportation is simplified.

3.4 Hazardous Waste Management

All disposal and transportation of hazardous waste will be conducted under compliance with applicable regulations as required. In areas where no record of hazardous waste exposure occurred, a visual inspection would be conducted. If a concern is identified, further evaluation of the area shall occur and the area or structure will be treated accordingly. A licensed state waste contractor would be used to ensure that all required laws and regulations have been met and to address any remaining requirements needed to successfully close the Project.

3.5 Post-Demolition Site Restoration

After removal of existing structures, the Project area will be restored to topographic conditions similar to pre-construction. The site will be chiseled and disced to loosen compacted soils. A rangeland seed mix of grasses and forage crops will be broadcast on the property to revegetate the site. Revegetation will assist in preventing soil erosion and dust.

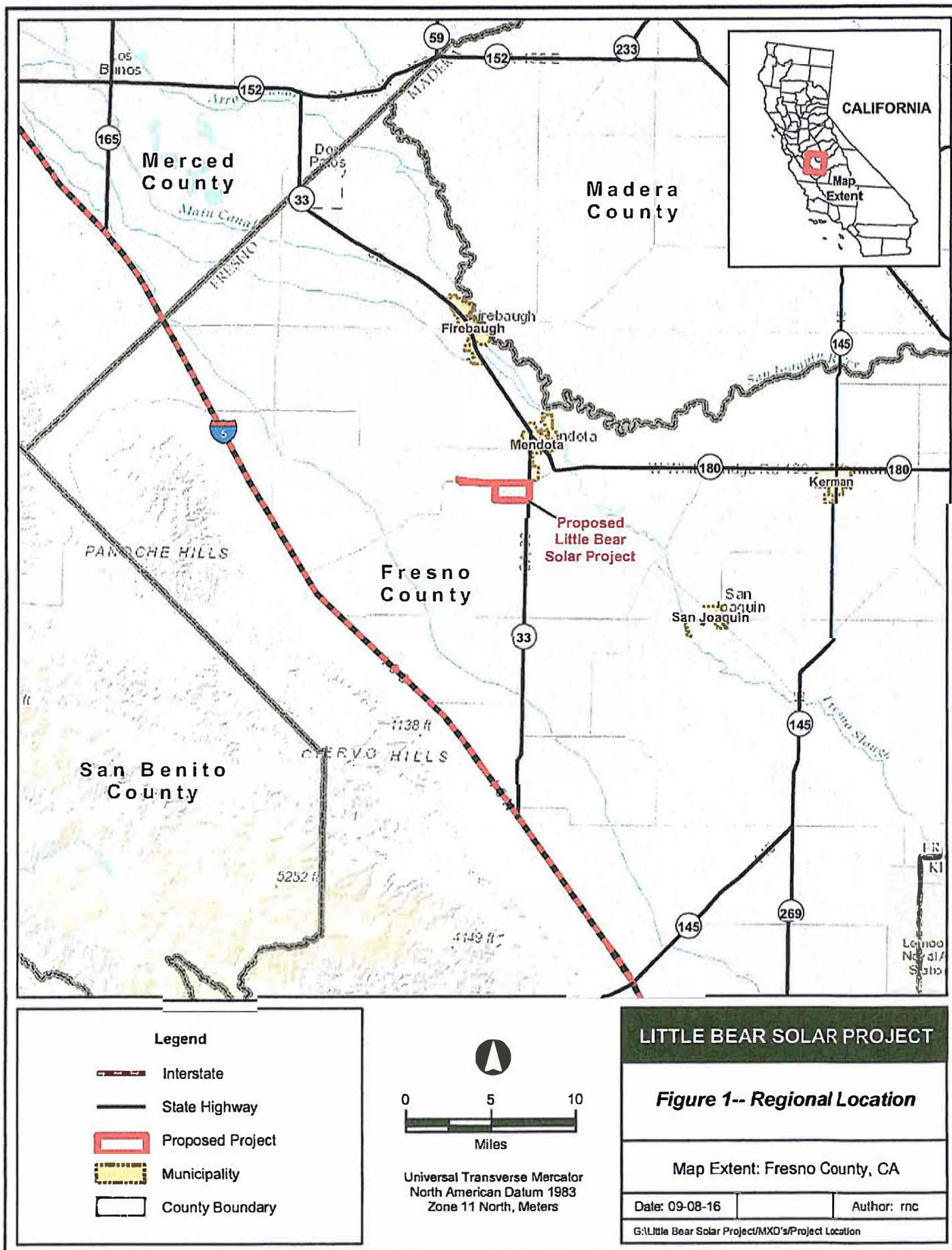
4 Project Decommissioning Costs and Bonding

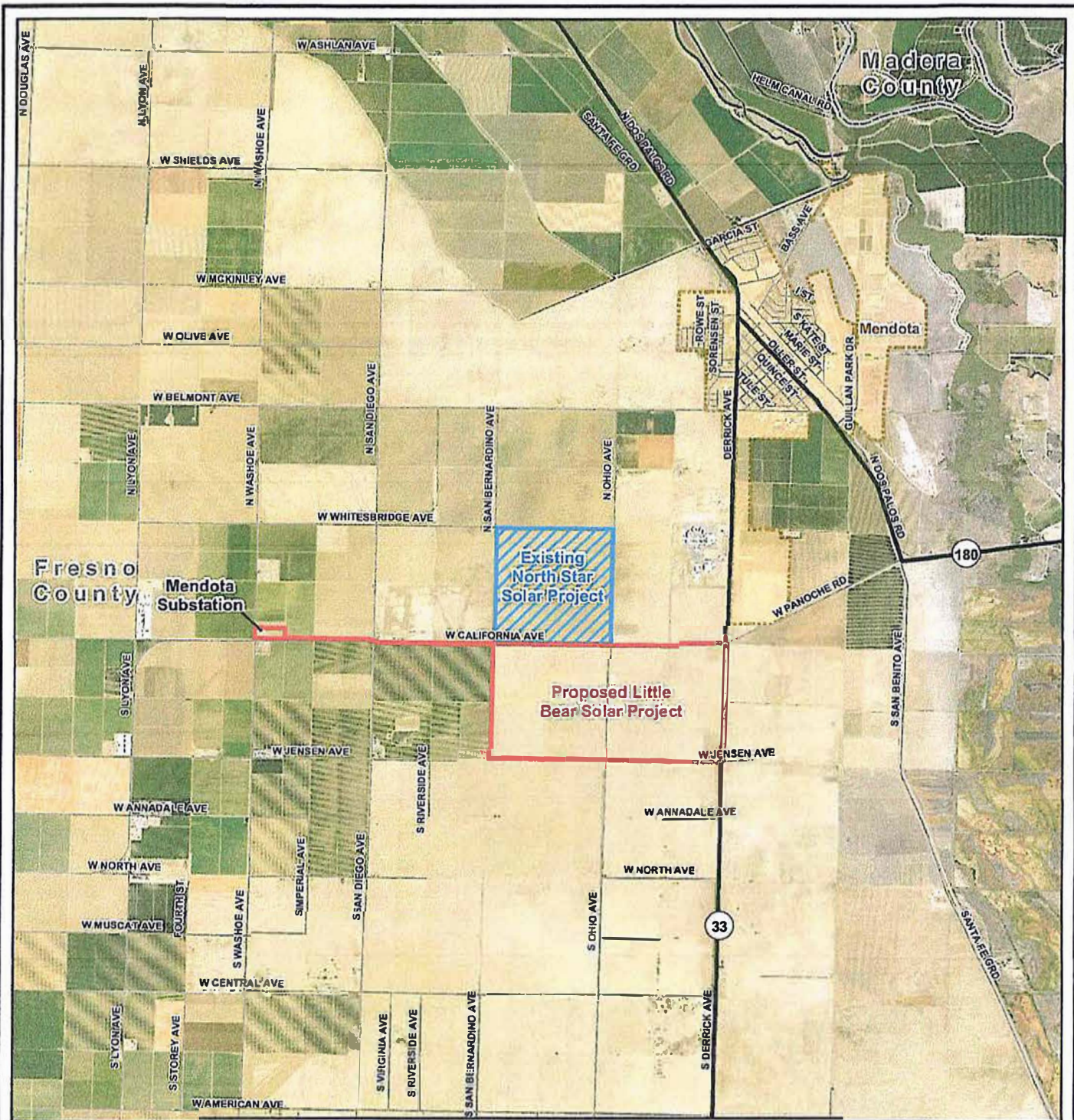
Prior to the issuance of any construction-related permits (e.g., grading permits), the Applicant will provide financial assurance in an amount sufficient to ensure restoration of the Project land to its previous conditions, to the extent feasible, in accordance with the approved Reclamation Plan. Financial assurances shall be made to the County of Fresno and may take the form of cash, parent guaranty, or bond that complies with Section 66499 of the California Government Code, et seq.

The financial assurance instrument will be based on a decommissioning cost estimate provided by the Applicant based on the final, approved design of the Project. This estimate is included as Appendix A.



FIGURES





Legend

-  State Highway
-  Road
-  Proposed Project
-  Existing North Star Solar Project
-  Municipality
-  County Boundary



Universal Transverse Mercator
North American Datum 1983
Zone 11 North, Meters

LITTLE BEAR SOLAR PROJECT

Figure 2 -- Project Vicinity

Map Extent: Fresno County, CA

Date: 09-08-16

Author: rnc

G:\Little Bear Solar Project\MXD's\Project Location

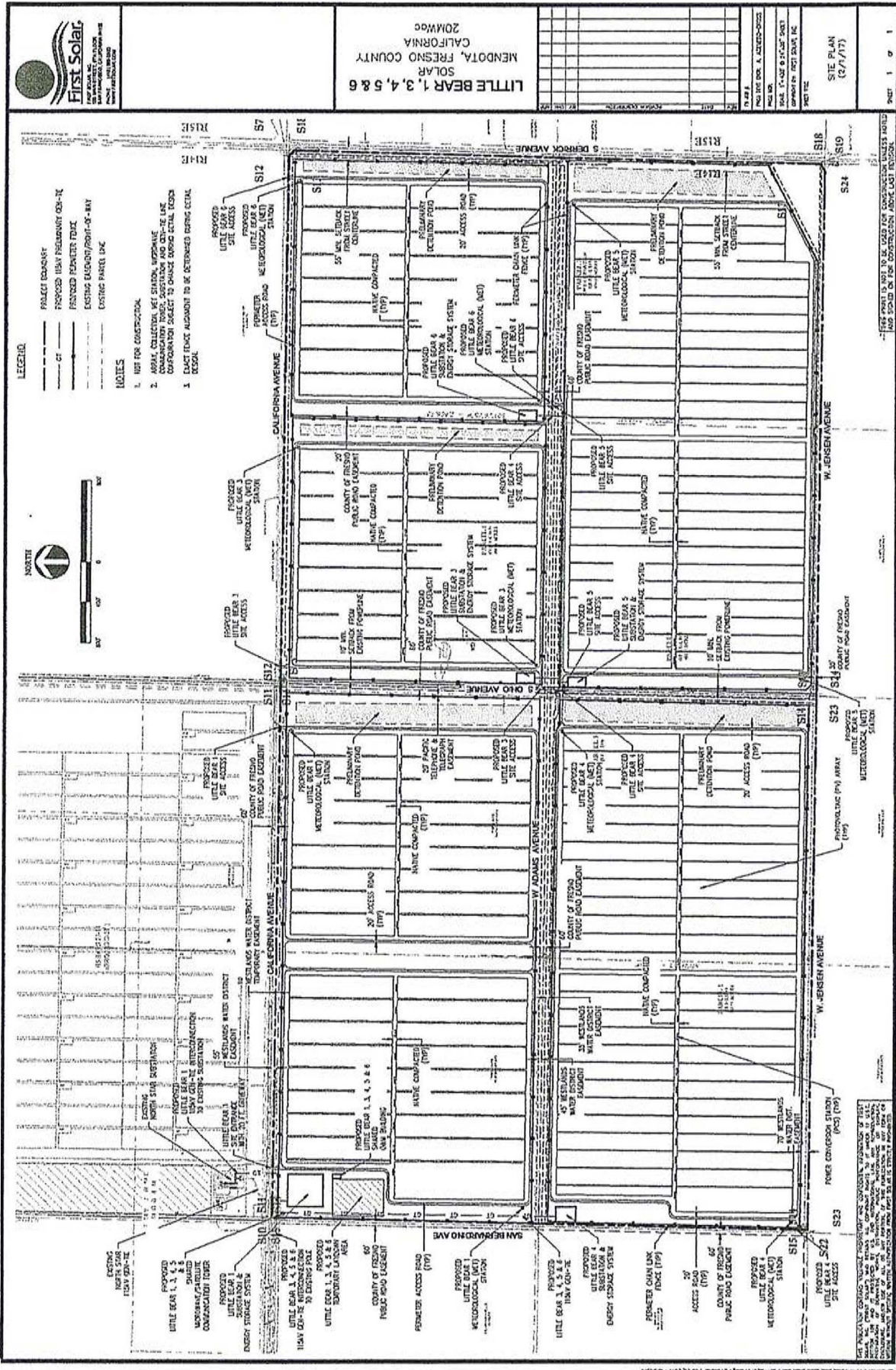


FIGURE 3a - PROJECT DESIGN

APPENDIX A

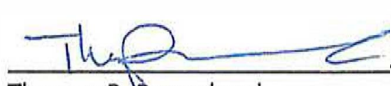
ESTIMATE OF RECLAMATION COSTS

The following provides an engineering cost estimate of reclaiming the site to its previous agricultural condition, including equipment and labor costs to remove Project structures.

All five Little Bear Facilities are anticipated to be decommissioned simultaneously or sequentially. However, in the unlikely event that one or more Facilities is decommissioned prior to the others, the estimate includes estimated costs of decommissioning each of the five Little Bear Facilities separately, with total costs allocated on a proportional basis. Any Project structures shared by more than one Little Bear Facility (e.g., O&M Building, gen-tie structures), and the corresponding financial assurances, would remain in place until all Facilities utilizing those structures are decommissioned.

Reclamation Costs						
Item	Little Bear Solar 1	Little Bear Solar 3	Little Bear Solar 4	Little Bear Solar 5	Little Bear Solar 6	Little Bear Solar 160 Mwac
Hazard Waste removal & Construction Support	\$ 101,349	\$ 50,674	\$ 126,686	\$ 84,457	\$ 42,229	\$ 405,396
Substation Components removal	\$ 50,000	\$ 25,000	\$ 62,500	\$ 41,667	\$ 20,833	\$ 200,000
Electrical Interconnection	\$ 53,410	\$ 26,705	\$ 66,763	\$ 44,508	\$ 22,254	\$ 213,640
PV Module & Table, Torque Tubes removal	\$ 52,348	\$ 26,174	\$ 65,434	\$ 43,623	\$ 21,811	\$ 209,390
Solar Field Component Removal	\$ 82,107	\$ 41,203	\$ 103,009	\$ 68,672	\$ 34,336	\$ 329,628
Electrical Equipment removal	\$ 45,406	\$ 22,703	\$ 56,757	\$ 37,838	\$ 18,919	\$ 181,623
Security Fence & Gate removal	\$ 45,884	\$ 22,942	\$ 57,355	\$ 38,237	\$ 19,118	\$ 183,537
On-Site Roads Removal & Site Restoration	\$ 89,147	\$ 44,573	\$ 111,433	\$ 74,289	\$ 37,144	\$ 356,587
Site Discing	\$ 120,250	\$ 60,125	\$ 150,313	\$ 100,208	\$ 50,104	\$ 481,000
Total	\$ 640,200	\$ 320,100	\$ 800,250	\$ 533,500	\$ 266,750	\$ 2,560,800

By:


 Thomas B. Regenhart

Date:

6/27/19



EXHIBIT “B”

Little Bear Solar 5&6
Project Site – CUP No. 3553, 3577
Legal Description

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

Parcel 1: APN: 019-110-13ST

The East half and the Southwest quarter of Section 13, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, according to the official plat thereof;

EXCEPTING THEREFROM the following described property:

That portion of the East half of the East half of said Section 13, described as follows:

Beginning at the Southeast corner of said Section, said Southeast corner being at Coordinates Y=502467.210 feet and X=1593586.361 feet;

Thence (1) along the South line of said Section, North 89°16' 19" West, a distance of 101.65 feet,

Thence (2) North 61° 26' 58" East, a distance of 82.73 feet to the West line of the East 30 feet of said Section;

Thence (3) along said West line, North 1° 26' 58" East, a distance of 5195.14 feet;

Thence (4) North 43° 33' 02" West, a distance of 70.72 feet to the South line of the North 30 feet of said Section;

Thence (5) North 1° 26' 46" East, a distance of 30.00 feet to the North line of said Section;

Thence (6) along last said North line, South 89° 20' 02" East, a distance of 80.01 feet to the East line of said Section;

Thence (7) along said East line, South 1° 26' 58" West, a distance of 5316.32 feet to the Point of Beginning.

End of Description.

... NOTE ...
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.

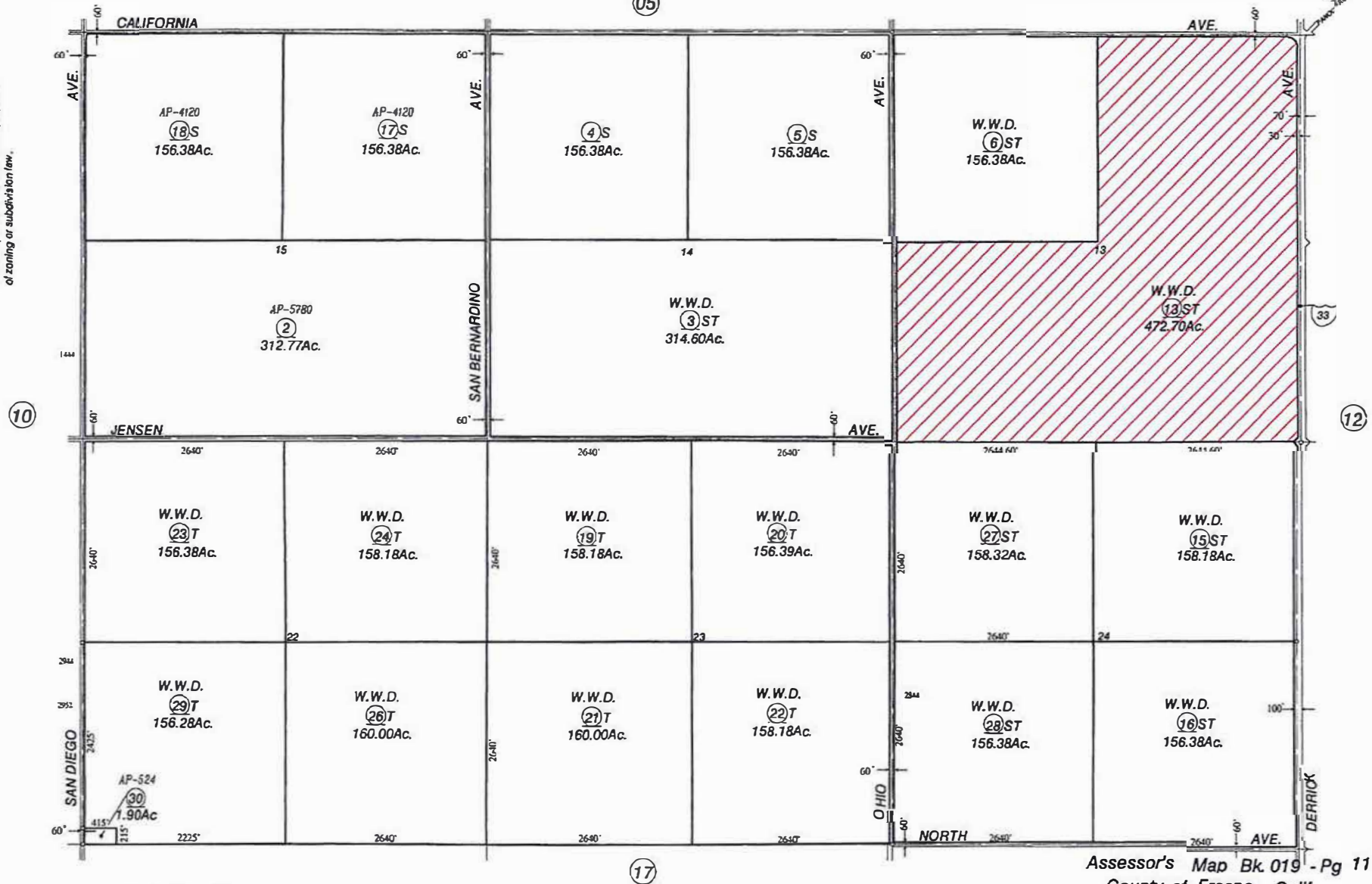


EXHIBIT “C”

RECORDING REQUESTED BY:

DANIEL C. CEDERBORG, COUNTY COUNSEL
Kyle R. Roberson, Deputy County Counsel
FRESNO COUNTY COUNSEL
2220 Tulare Street, Fifth Floor
Fresno, California 93721

AND WHEN RECORDED MAIL TO:

OFFICE OF FRESNO COUNTY COUNSEL
STOP # 32
RECORDED FOR THE BENEFIT OF THE COUNTY OF
FRESNO COUNTY, Exempt from Recording Fees; Gov.
Code §§ 6103, 27383, and 27388.1

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Little Bear Solar 5

THIS GRANT OF LIMITED ACCESS EASEMENT is made this ____ day of _____, 2019, by Little Bear Solar 5, LLC, a Delaware limited liability company ("GRANTOR"), in favor of the County of Fresno, a political subdivision of the state of California ("COUNTY").

I. RECITALS

A. GRANTOR and Little Bear Solar 1, LLC, Little Bear Solar 3, LLC, and Little Bear Solar 4, LLC (collectively, the "PROJECT OWNERS") propose to construct, operate, and eventually decommission an up to 180 megawatt photovoltaic electricity generating facility and associated infrastructure to be known as Little Bear Solar 1, 3, 4, 5, and 6 (collectively, Little Bear Solar Project or the "Project"), located on an approximately 1,288 acre site in unincorporated Fresno County (the "Project Site"), as more particularly described on Exhibit A, attached hereto and incorporated by this reference.

B. On February 26, 2019, pursuant to COUNTY Resolution No. 19-075, subject to the conditions listed therein, the COUNTY's Board of Supervisors certified Environmental Impact Report No. 7225 for the Project, adopted findings relating thereto, and approved Unclassified Conditional Use Permit ("CUP") Nos. 3550, 3551, 3552, 3553, and 3577. As described in Resolution 19-075, the Project will be constructed and operated in up to five facilities (each a "Facility") as summarized in the table below:

Project Owner	Project Facility	CUP No.
Little Bear Solar 1, LLC	Little Bear Solar 1	3550
Little Bear Solar 3, LLC	Little Bear Solar 3	3551
Little Bear Solar 4, LLC	Little Bear Solar 4	3552
Little Bear Solar 5, LLC	Little Bear Solar 5	3553
Little Bear Solar 5, LLC (formerly Little Bear Solar 6, LLC)	Little Bear Solar 6	3577

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

D. The Board of Supervisors conditioned approval of the Project on, among other things, PROJECTOWNERS' compliance with a reclamation plan, prescribing the process for decommissioning of the Project (as defined below) (the "Reclamation Plan").

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

F. The term of each CUP for the Project is thirty (30) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

G. The Reclamation Plan and the Reclamation Agreement require PROJECT OWNERS to decommission the solar photovoltaic power plant at (i) the expiration or termination of CUP Nos. 3550, 3551, 3552, 3553, and 3577 or (ii) the abandonment of the Project without the PROJECT

OWNERS making efforts to cure a disruption of electricity production, whichever occurs first, and reclaim the Property to its condition before the Project was constructed.

H. PROJECT OWNERS are providing the Security to secure their obligations under the Reclamation Agreement. In the event one or more PROJECT OWNERS defaults under the Reclamation Agreement, COUNTY may draw on the Security and use the proceeds thereof to carry out the reclamation of the Property in substantial conformity with the Reclamation Plan.

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

II. GRANT OF LIMITED EASEMENT

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

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

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

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

4. This Easement is subject to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the office of the Fresno County Recorder prior to the date that GRANTOR executed this Easement, including without limitation any and all liens,

encumbrances, covenants, conditions, restriction, reservation, contracts, leases, licenses, easements, and rights of way.

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

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

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

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

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

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

[SIGNATURE ON FOLLOWING PAGE]

Date: _____

GRANTOR:

**Little Bear Solar 5, LLC,
a Delaware limited liability company**

By: _____

Name: _____

Title: _____

[Insert notary acknowledgment]

EXHIBIT A

Little Bear Solar Project Site

Little Bear Solar 1
Project Site – CUP No. 3550

Legal Description

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

Parcel 1: APN: 019-110-05st

The Northeast quarter of Section 14, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, in the unincorporated area, County of Fresno, State of California, according to the Official Plat thereof.

Parcel 2: APN: 019-110-04st

The Northwest quarter of Section 14, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, in the unincorporated area, County of Fresno, State of California, according to the Official Plat thereof.

End of Description.

Little Bear Solar 3
Project Site – CUP No. 3551

Legal Description

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

Parcel 1: APN: 019-110-06st

The Northwest quarter of Section 13, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

End of Description.

Little Bear Solar 4
Project Site – CUP No. 3552

Legal Description

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

Parcel 1: APN: 019-110-03ST

The South half of Section 14, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

End of Description.

Little Bear Solar 5&6
Project Site – CUP No. 3553, 3577

Legal Description

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

Parcel 1: APN: 019-110-13ST

The East half and the Southwest quarter of Section 13, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, according to the official plat thereof;

EXCEPTING THEREFROM the following described property:

That portion of the East half of the East half of said Section 13, described as follows:

Beginning at the Southeast corner of said Section, said Southeast corner being at Coordinates Y=502467.210 feet and X=1593586.361 feet;

Thence (1) along the South line of said Section, North 89°16' 19" West, a distance of 101.65 feet,

Thence (2) North 61° 26' 58" East, a distance of 82.73 feet to the West line of the East 30 feet of said Section;

Thence (3) along said West line, North 1° 26' 58" East, a distance of 5195.14 feet;

Thence (4) North 43° 33' 02" West, a distance of 70.72 feet to the South line of the North 30 feet of said Section;

Thence (5) North 1° 26' 46" East, a distance of 30.00 feet to the North line of said Section;

Thence (6) along last said North line, South 89° 20' 02" East, a distance of 80.01 feet to the East line of said Section;

Thence (7) along said East line, South 1° 26' 58" West, a distance of 5316.32 feet to the Point of Beginning.

End of Description.

EXHIBIT B

Little Bear Solar 5, LLC – Grantor Property

Little Bear Solar 5&6
Project Site – CUP No. 3553, 3577

Legal Description

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

Parcel 1: APN: 019-110-13ST

The East half and the Southwest quarter of Section 13, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, according to the official plat thereof;

EXCEPTING THEREFROM the following described property:

That portion of the East half of the East half of said Section 13, described as follows:

Beginning at the Southeast corner of said Section, said Southeast corner being at Coordinates Y=502467.210 feet and X=1593586.361 feet;

Thence (1) along the South line of said Section, North 89°16' 19" West, a distance of 101.65 feet,

Thence (2) North 61° 26' 58" East, a distance of 82.73 feet to the West line of the East 30 feet of said Section;

Thence (3) along said West line, North 1° 26' 58" East, a distance of 5195.14 feet;

Thence (4) North 43° 33' 02" West, a distance of 70.72 feet to the South line of the North 30 feet of said Section;

Thence (5) North 1° 26' 46" East, a distance of 30.00 feet to the North line of said Section;

Thence (6) along last said North line, South 89° 20' 02" East, a distance of 80.01 feet to the East line of said Section;

Thence (7) along said East line, South 1° 26' 58" West, a distance of 5316.32 feet to the Point of Beginning.

End of Description.

1° = 1200

