

**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 1**

THIS GRANT OF LIMITED ACCESS EASEMENT is made this 20th day of August, 2019, by Little Bear Solar 1, 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 3, LLC, Little Bear Solar 4, LLC, and Little Bear Solar 5, 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: August 8, 2019

GRANTOR:

Little Bear Solar 1, LLC,  
a Delaware limited liability company

*mcd*

By: Kathryn Arbert

Name: Kathryn Arbert

Title: Vice President

*[Insert notary acknowledgment]*

State of California )  
County of San Francisco )

On August 8, 2019, before me, Michael Wilson, a Notary Public, personally appeared Kathryn Arbeit, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



**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 1, LLC – Grantor Property**

**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.

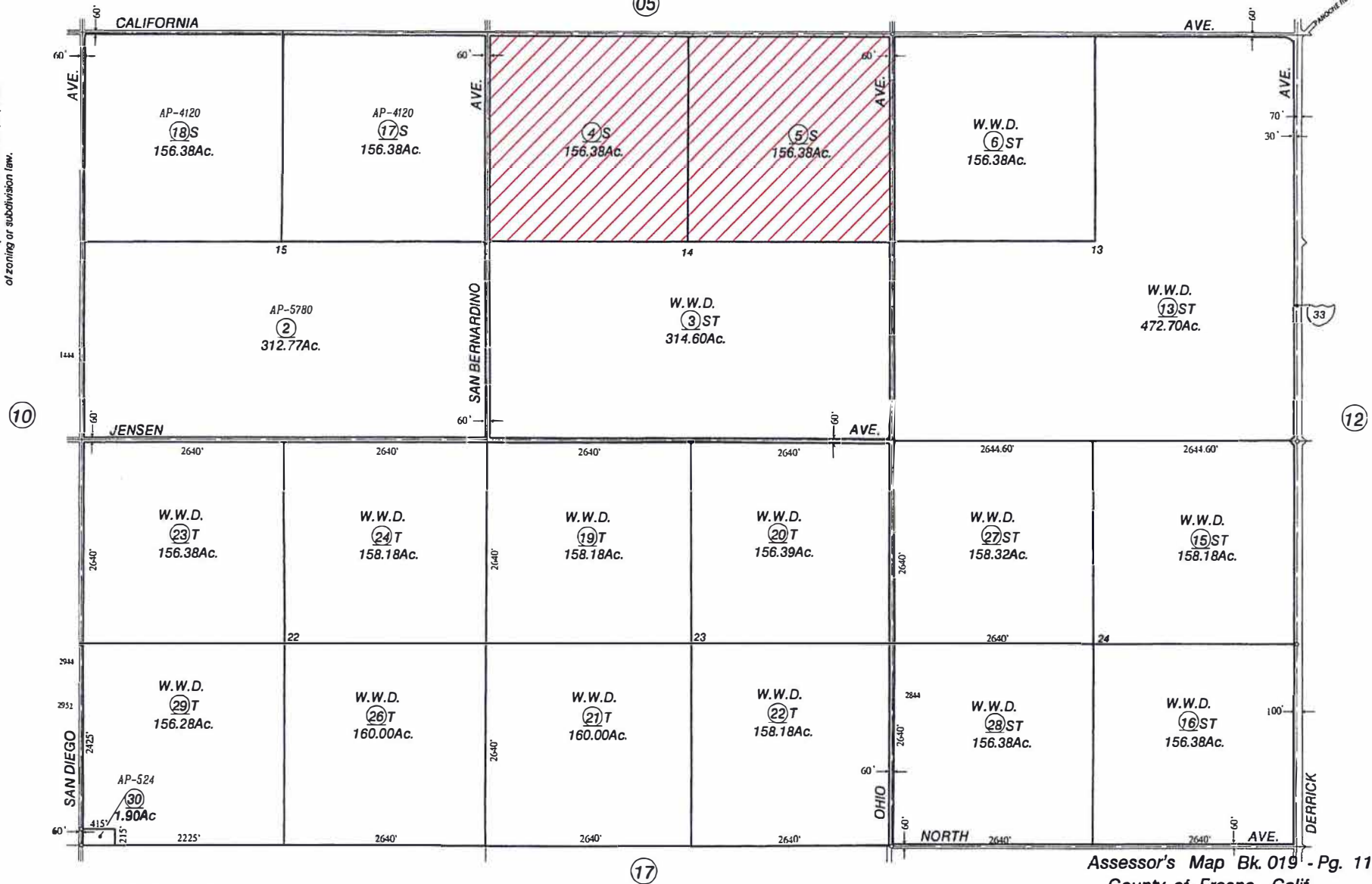
**Parcel 2: APN: 019-110-04st**

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.

--- 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.

1"= 1200'



H 02-01-2019 BMV 19R Agricultural Preserve

NOTE - Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 019-11 - Pg. 11  
County of Fresno, Calif.

**RECORDING REQUESTED BY:**

DANIEL C. CEDERBORG, COUNTY COUNSEL  
Kyle R. Roberson, Deputy County Counsel  
FRESNO COUNTY COUNSEL  
2220 Tulare Street, Fifth Floor  
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THIS SPACE FOR RECORDER'S USE ONLY

**GRANT OF LIMITED ACCESS EASEMENT**

**Little Bear Solar 3**

THIS GRANT OF LIMITED ACCESS EASEMENT is made this 20th day of August, 2019, by Little Bear Solar 3, 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 4, LLC, and Little Bear Solar 5, 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: August 8, 2019

GRANTOR:

Little Bear Solar 3, LLC,  
a Delaware limited liability company

By: Kathryn Albert *me*

Name: Kathryn Albert

Title: Vice President

*[Insert notary acknowledgment]*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

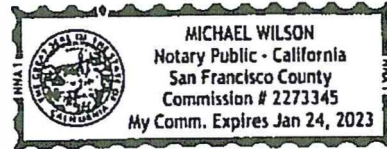
State of California )  
County of San Francisco )

On August 8, 2019, before me, Michael Wilson, a Notary Public, personally appeared Kathryn Arbeit, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



**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:

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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 3, LLC – Grantor Property**

**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:

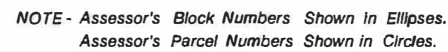
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End of Description.

**019-11**

$1'' = 1200'$



**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:**

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STOP # 32  
RECORDED FOR THE BENEFIT OF THE COUNTY OF  
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**Little Bear Solar 4**

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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: August 8, 2019

GRANTOR:

Little Bear Solar 4, LLC,  
a Delaware limited liability company

By: Kathryn Albert

mc2

Name: Kathryn Albert

Title: Vice President

*[Insert notary acknowledgment]*

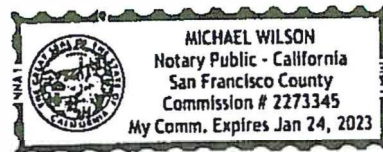
State of California )  
County of San Francisco )

On August 8, 2019, before me, Michael Wilson, a Notary Public, personally appeared Kathryn Arbeit, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



**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 4, LLC – Grantor Property**

**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.

--- 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.



**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 20<sup>th</sup> day of August, 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, PROJECT OWNERS' 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: August 8, 2019

GRANTOR:

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

By: Kathryn Arbet *mcQ*

Name: Kathryn Arbet

Title: Vice President

*[Insert notary acknowledgment]*

State of California )  
County of San Francisco )

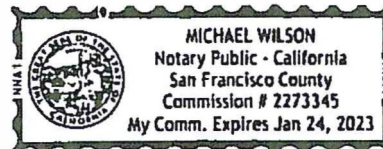
On August 8, 2019, before me, Michael Wilson, a Notary Public, personally appeared Kathryn Arbeit, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature





**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;

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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.

1" = 1200'

