SCARLET III PROJECT RECLAMATION AGREEMENT

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

RECITALS:

A. On September 19, 2024, pursuant to County Resolution No. 13059, subject to the conditions, mitigation measures, and project notes listed therein, the COUNTY's Planning Commission, under the California Environmental Quality Act (California Public Resources Code, Division 13, section 21000 *et seq.*), including the implementing CEQA Guidelines thereunder (Title 14, Division 6, Chapter 3, California Code of Regulations, section 15000 *et seq.*), approved the addendum to Environmental Impact Report ("**EIR**") No. 7230 for the "Scarlet Solar Energy Project" and approved and issued to APPLICANT Unclassified Conditional Use Permit ("**CUP**") No. 3791, amending CUP No. 3555. The approved addendum to EIR No. 7230 and such approved and issued CUP No. 3791 cover "Section III" of the Scarlet Solar Energy Project and are collectively referred to herein as the "**Approvals**."

B. The Approvals constitute an amendment to CUP No. 3555 and EIR No. 7230 ("**Original Approvals**"), and do not supplant or amend the conditions, mitigation measures, and project notes of the Original Approvals, for which COUNTY's Planning Commission required APPLICANT's compliance with "the Draft Reclamation Plan as submitted to the Planning Commission and prepared for the decommissioning of the facility when operation ceases." The same condition of the Approvals allows APPLICANT to make "[r]easonable modifications" to the submitted reclamation plan "to address changes of scope and configuration of the final Site Plan and improvements," but requires that the reclamation plan "be reviewed and approved as final by the County of Fresno,

Department of Public Works and Planning ["**Department**"] prior to the issuance of any development permits."

C. APPLICANT's original October 2021 Reclamation Plan, along with the First Addendum to the October 2021 Reclamation Plan, was incorporated by reference into that certain Solar Project Reclamation Agreement by and between COUNTY and APPLICANT, dated August 23, 2022. Said Solar Project Reclamation Agreement is a predecessor to this Agreement, which supersedes said Solar Project Reclamation Agreement to the extent that these agreements pertain to Section III of the Scarlet Solar Energy Project. A Second Addendum to October 2021 Reclamation Plan was incorporated by reference into that certain Second Amendment to Solar Project Reclamation Agreement by and between COUNTY and APPLICANT, dated August 22, 2023. Collectively, the foregoing Solar Project Reclamation Agreement and First Amendment to Solar Project Reclamation Agreement, are referred to herein as the "**Scarlet I & II Agreement**." Any further amendments to the Scarlet I & II Agreement, including without limitation that certain Second Amendment to Solar Project Reclamation Agreement by and between COUNTY and APPLICANT, dated June 10, 2025, are not considered a predecessor to this Agreement and are not included in the definition of Scarlet I & II Agreement.

D. On April 7, 2025, APPLICANT submitted a document entitled "Third Addendum to the Reclamation Plan" to the Department. Said Third Addendum to the Reclamation Plan was approved by the Director of the Department or the Director's designee (collectively "**Director**") on April 10, 2025. Collectively, the October 2021 Reclamation Plan and all three addenda thereto are the "**Reclamation Plan**," a true and correct copy of which is attached hereto as **Exhibit A**.

E. The Approvals and Reclamation Plan for Section III of the Scarlet Solar Energy Project describe a project consisting of an approximately 160-megawatt ("**MW**") / 640 MW-hour lithium-ion battery storage facility and supporting electrical infrastructure (collectively, the "**Project**").

F. APPLICANT represents to COUNTY that the Project described herein will be fully capable, once completed according to its manufacturer's specifications, of independent operation and of supplying power to the power grid, except that the Project utilizes, for connection with the grid, electrical infrastructure and transmission lines which COUNTY approved under CUP No. 3555 (as amended by CUP No. 3792). The project approved under CUP No. 3555 (as amended by CUP No. 3792) is commonly known as "Section IV" of the Scarlet Solar Energy Project. APPLICANT understands, acknowledges, and agrees that Section IV of the Scarlet Solar Energy Project, inclusive of facilities utilized by the Project, is subject to a certain Solar Project Reclamation Agreement dated on or about June 10, 2025 (collectively, "**Scarlet IV Agreement**"), to which APPLICANT is not, and shall not be, an intended third-party beneficiary by virtue of this Agreement. APPLICANT represents and warrants to COUNTY that the Project's use of infrastructure covered by the Scarlet IV Agreement is not at the direction or otherwise as a result of a decision by COUNTY.

G. The Project will be situated on and within a portion of a single parcel consisting of approximately 20 acres of land, identified in the Approvals, generally located approximately 3.5 miles west-southwest of the community of Tranquility and 6.5 miles east of Interstate 5 (I-5) in unincorporated Fresno County, as more particularly shown on **Exhibit B**, attached hereto and incorporated herein by reference solely for the purpose of illustrating the approximate location of the Project.

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

I. The Project will be situated on a portion of a single parcel commonly referred to by Assessor's Parcel Number ("**APN**") 028-071-47, as more particularly described on **Exhibit B-1**, attached hereto and incorporated herein by reference. The property described in Exhibit B-1 is referred to herein as the "**Property**."

J. APPLICANT represents to COUNTY that fee title to the Property was vested in RE Scarlet LLC, a Delaware Limited Liability Company ("**Property Owner**"), by Grant Deed from Westlands Water District recorded in the Official Records of the County of Fresno on October 1, 2021 at 2:29 PM as Instrument No. 2021-0161201 ("**Grant Deed**").

K. Pursuant to the predecessor Scarlet I & II Agreement, APPLICANT caused to be executed and delivered to COUNTY, and COUNTY recorded that certain Grant of Limited Access Easement from RE Scarlet LLC ("**RE Scarlet LLC Phase II Easement**"), recorded in the official records of the Fresno County Recorded on March 29, 2024, as of 2:16:46 PM, as Document No. 2024-0029669. APPLICANT represents, covenants, and warrants to COUNTY that the entirety of the Property lies within the footprint of the RE Scarlet LLC Phase II Easement.

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

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

project owner to the County of Fresno, and be subject to approval by the County of Fresno, and (2) be automatically increased annually, due to increases in costs, using the Engineering News-Record construction cost index."

N. APPLICANT shall make the deposit of the Cash Security into an escrow account, as required herein, which shall be (i) in the initial minimum amount equal to the licensed professional engineer's written cost estimate, which is **one million, one hundred ad eighty-nine thousand, one hundred and eighteen, and 71/100 dollars ($1,189,118.71)** ("**Initial Minimum Deposit**"), plus such annual increases reflecting increased construction costs reflected in the Engineering News-Record ("**ENR**") construction cost index and each such subsequent deposit by APPLICANT shall be without the requirement of any demand or notice by COUNTY, (ii) subject to an Escrow Agreement (defined below), in a form and substance satisfactory to COUNTY as provided in this Agreement, among COUNTY, APPLICANT, and a financial institution having minimum Federal Deposit Insurance Corporation (FDIC) insurance coverage under this Agreement, and (iii) the initial amount of such deposit shall be in compliance with this Agreement and the Escrow Agreement prior to COUNTY's issuance of any Grading or Development Permits.

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

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

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

1. APPLICANT'S OBLIGATIONS.

(a) Compliance with Reclamation Plan.

APPLICANT agrees that all of APPLICANT's activities set forth in the Reclamation Plan with respect to the Project shall be deemed as requirements of APPLICANT under this Agreement and are enforceable by COUNTY under the terms and conditions of this Agreement. APPLICANT shall, at its own cost, fully perform and comply with all of the provisions of the Reclamation Plan, including without limitation Section 5 (Decommissioning and Restoration Process) and Section 6 (Decommissioning Costs and Financial Assurances) thereof with respect to the Project, and decommission, dismantle, and remove the entire Project, and reclaim all of the Property to its pre-Project condition as an agricultural use-ready condition in accordance with all applicable codes and regulations pursuant to the Reclamation Plan (collectively, "**Reclamation**") within twelve (12) months of the earliest to occur of any of the following, as reasonably determined by the Director: (i) there has not been substantial development of the Project within two (2) years following the COUNTY's Planning Commission's approval of, and issuance to APPLICANT, CUP No. 3791; (ii) the Project, or a substantial portion thereof, has not, following completion of construction of the Project, or any phase thereof, produced electricity for at least six (6) consecutive months within a twelve (12) month period, or for three hundred sixty five (365) non-consecutive calendar days within any twenty four (24) month period, during the term of this Agreement; (iii) the expiration or early termination of CUP No. 3791, as amended; or (iv) thirty-five (35) years from the commencement of operation of the Project (each, an "**Event of Project Cessation**"). For the purposes of Event of Project Cessation number (ii) in the foregoing sentence, the term "produced electricity" includes the return of stored electrical supply to the grid. If there are any inconsistencies between the terms and conditions of this Agreement (excluding the Reclamation Plan) and the provisions of the Reclamation Plan with respect to the Project and/or the Property, such inconsistencies shall be resolved by giving precedence to the terms and conditions this Agreement (excluding the Reclamation Plan) over the provisions of the Reclamation Plan with respect to the Project and/or the Property.

(b) Notice to COUNTY.

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

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

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

(c) Time is of the Essence.

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

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

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

2. <u>SECURITY FOR APPLICANT'S OBLIGATIONS.</u>

(a) Definitions.

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

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

thereunder. APPLICANT and COUNTY propose to jointly appoint, United Security Bank N.A. as the initial Escrow Agent.

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

(b) Cash Security.

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

Not later than December 1, 2025, and December 1 of each year following the Effective Date hereof, APPLICANT shall, without the requirement of any demand or notice by COUNTY, deposit additional cash necessary to cause the Cash Security to be increased by a percentage equal to any annual increase in construction costs reflected in the ENR construction cost index from October 1 of the previous year to October 1 of the then-current year. As of the Effective Date, the ENR construction cost index is available at the following Web address: ENR.com

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

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

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

may determine in his or her sole and absolute judgment, without necessity of any amendment or modification to this Agreement, by notifying APPLICANT as provided in Section 5 of this Agreement, and APPLICANT shall use such replacement comparable construction cost index for purposes of this subsection 2(b). The provisions of this paragraph shall apply to any replacement construction cost index.

(c) Escrow Agreement.

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

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

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

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

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

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

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

Agent notice of such deposit. In the event of any such deposit of replacement funds by the APPLICANT into the savings account for the Cash Security, and the APPLICANT's prompt notice thereof, including the specific source of replacement funds and assurance that such replacement funds satisfy this Agreement and the Escrow Agreement, given to the COUNTY and the Escrow Agent, the COUNTY shall promptly give notice to the APPLICANT and the Escrow Agent whether such replacement deposit of funds is acceptable to the COUNTY, and the Escrow Agent shall promptly give notice to the COUNTY and the APPLICANT whether such replacement deposit of funds is acceptable to the Escrow Agent, and if both the COUNTY and the Escrow Agent so accept, then the Escrow Agent shall promptly thereafter return to the APPLICANT the funds so substituted, provided however, such notice given by the COUNTY shall not preclude the COUNTY from enforcing the requirements of this Agreement and the Escrow Agreement if such replacement deposit of funds is subsequently determined not to satisfy this Agreement or the Escrow Agreement.

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

(7) APPLICANT shall promise, covenant, and warrant to COUNTY and the Escrow Agent

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

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

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

shall state that COUNTY releases its interest under the Escrow Agreement in such remaining Cash Security.

(d) Replacement Escrow Agreement.

If APPLICANT has not completed the performance of all obligations under this Agreement, as determined by COUNTY, the termination of an Escrow Agreement, shall not, by itself, be a limitation on or otherwise affect APPLICANT's obligations to maintain the Cash Security under an Escrow Agreement, as required herein. APPLICANT shall always cause the Cash Security to be maintained by the Escrow Agent under an Escrow Agreement, as provided herein, or under any replacement Escrow Agreement to be maintained by any new Escrow Agent, as provided herein, without interruption in coverage, so that APPLICANT's performance of its obligations under this Agreement are continuously secured by a Cash Security with an Escrow Agent or new Escrow Agent, either by an Escrow Agreement or a replacement Escrow Agreement, respectively, during the term of this Agreement. The requirements under this Agreement for an Escrow Agreement shall apply to any replacement Escrow Agreement, and the requirements under this Agreement for the Escrow Agent shall apply to any new Escrow Agent. In the event that there should be a need for a replacement Escrow Agreement, the determination whether a proposed replacement Escrow Agreement is acceptable to COUNTY, COUNTY may consider whether the proposed replacement Escrow Agreement complies substantially with the form and substance of the then-current Escrow Agreement.

(e) APPLICANT Disinterested in Scarlet IV Agreement.

Except if and to the extent that APPLICANT is party to the Scarlet IV Agreement (in which case APPLICANT's rights and remedies as to the Scarlet IV Agreement are only those expressly stated therein), APPLICANT understands, acknowledges, and agrees (1) that COUNTY is permitted to exercise all remedies under the Scarlet IV Agreement without regard to any impact on APPLICANT, whether foreseeable or not, (2) that APPLICANT has no rights under the Scarlet IV Agreement and is not an intended third-party beneficiary thereof, (3) that APPLICANT cannot and shall not seek any remedies with respect to COUNTY's actions taken pursuant to the Scarlet IV Agreement, whether or not COUNTY is allegedly or actually in

breach of the Scarlet IV Agreement, (4) that COUNTY owes no duty or responsibility (including without limitation a duty or responsibility to provide or forward notice), direct or indirect, to APPLICANT under the Scarlet IV Agreement, and (5) that COUNTY is not responsible for ensuring consistency between this Agreement and the Scarlet IV Agreement. APPLICANT expressly acknowledges and agrees that APPLICANT shall have no rights or remedies under the Scarlet IV Agreement, even where COUNTY's actions taken under the Scarlet IV Agreement cause an interruption the Project's connection with the grid, resulting directly in an Event of Default (defined in Section 3 below) by APPLICANT, except where COUNTY acts in violation of the terms of this Agreement, and only as provided by this Agreement, inclusive of Section 4(c) below. Nothing in this subsection 2(e) shall be construed as prohibiting APPLICANT from being made a party to or assignee of the Scarlet IV Agreement or a successor agreement thereto, provided that all parties to the Scarlet IV Agreement execute a written instrument to that effect in the manner provided for in the Scarlet IV Agreement (including without limitation the provisions of the Scarlet IV Agreement regarding assignment, transfer, and amendment). For the avoidance of doubt, in the event APPLICANT is party to the Scarlet IV Agreement, this Section 2(e) shall not limit APPLICANT's rights thereunder.

3. DEFAULT.

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

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

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

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

(d) APPLICANT fails to create, retain, or maintain records concerning the status of the Project's development, and of the Project's operation and electricity production

as required by subsection 1(b) of this Agreement;

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

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

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

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

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

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

Notwithstanding anything to the contrary in this Agreement, such additional reasonable time for APPLICANT to cure a default under this subsection 3(j) shall not apply to any of APPLICANT's obligations under Section 2 (Security for Applicant's Obligations) and/or Section 8 (Satisfaction of Reclamation Plan) of this Agreement;

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

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

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

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

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

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

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

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

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

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

4. COUNTY'S REMEDIES.

(a) Draws Upon Cash Security.

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

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

(b) Use of Cash Security.

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

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

(c) APPLICANT Shall Not Interfere.

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

COUNTY, COUNTY PARTIES, and/or the Escrow Agent, including the Escrow Funds, to stay, enjoin, or prevent COUNTY from drawing upon the Cash Security, or taking any legal action against COUNTY, COUNTY PARTIES, and/or the Escrow Agent, including the Escrow Funds, to seek to suspend, invalidate, make unenforceable, or terminate the Escrow Agreement, provided however, nothing in this subsection 4(c) precludes APPLICANT from any subsequent legal action against COUNTY, after COUNTY has made a drawing upon the Escrow Funds, on the ground that such drawing violated the Reclamation Agreement, provided further however, COUNTY shall not be precluded from brining any cross-action against APPLICANT relating to same.

(d) Other Remedies.

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

5. NOTICES.

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

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COUNTY:	**APPLICANT:**
If sent in any manner pursuant to this Section 5:	**If sent by courier or personal delivery:**
Director of Public Works and Planning County of Fresno 2220 Tulare Street, Eighth Floor Fresno, CA 93721	Attn: Chief Legal Officer 1501 McKinney, Suite 1300 Houston, Texas 77010
With Copies sent in the same manner, pursuant to this Section 5, to:	**If sent by U.S. Postal Service:**
Fresno County Counsel Attn: Deputy County Counsel Assigned to Land Use Matters 2220 Tulare Street, Fifth Floor Fresno, CA 93721	Attn: Chief Legal Officer P.O. Box 3827 Houston, Texas 77253
County Administrative Officer Attn: Public Works and Planning Analyst County of Fresno Hall of Records 2281 Tulare Street, Room 304 Fresno, CA 93721	

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

6. ASSIGNMENT.

(a) Conditions to Assignment.

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

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(b) APPLICANT Obligations Upon Assignment.

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

(c) Effect of Assignment.

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

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

7. RECORDATION OF EASEMENT.

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

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

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

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

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

days from delivery of the execution-ready form of the Easement, deliver to COUNTY such Easement, executed by Property Owner, in recordable form, and upon COUNTY's receipt thereof, COUNTY is authorized to immediately record, and shall promptly record, the Easement against the Property in the official records of the Fresno County Recorder, and the latest date of such recordation of such Easement shall be deemed to be the completion of the recordation of the Easement (collectively, the "**Recordation of the Easement**"). COUNTY shall promptly provide APPLICANT a copy of the receipt of such Recordation of the Easement.

APPLICANT represents, covenants, and warrants to COUNTY that, as of the Effective Date, (a) all of the representations, covenants, and warranties to COUNTY under the RE Scarlet LLC Phase II Easement, a true and correct recorded copy of which is attached hereto as **Exhibit C** and are incorporated herein by this reference, continue to be true as to the Property, (b) there is no occurrence of any Event of Default under this Agreement, and (c) there is no occurrence of, and APPLICANT does not expect the occurrence of any, Event of Project Cessation (as defined in Section 1(a) of this Agreement) with respect to the Project. In light of the foregoing representations, covenants, and warranties of APPLICANT, the Parties agree (a) that the previously recorded RE Scarlet LLC Phase II Easement satisfies the requirements for the Easement under this Section 7 and (b) that the Recordation of the Easement has already occurred as of the recordation of the RE Scarlet Phase II Easement, provided that APPLICANT represents, covenants, and warrants that APPLICANT will abide by every term and condition of this Section 7.

8. SATISFACTION OF RECLAMATION PLAN.

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

The Director shall have sixty (60) calendar days to determine, in his or her sole discretion, whether APPLICANT has failed to satisfy any of the provisions of the Reclamation Plan. The Director shall provide written notice to APPLICANT pursuant to Section 5 of this

Agreement of the determination that COUNTY either accepts the Satisfaction Notice, in which case COUNTY's notice shall be prominently entitled either "Notice of Acceptance under the Reclamation Agreement" ("**Notice of Acceptance of Satisfaction**"), or that COUNTY is dissatisfied with the Satisfaction Notice, in which case COUNTY's notice shall identify what provisions of the Reclamation Plan remain unsatisfied, and may, in COUNTY's discretion be accompanied by supporting written information, if any, for the reasons for the notice, and such notice shall be prominently entitled "Notice of Dissatisfaction Under Reclamation Agreement" ("**Notice of Dissatisfaction**"), as applicable.

Within sixty (60) calendar days of receipt of a Notice of Dissatisfaction, APPLICANT shall satisfy those provisions of the Reclamation Plan identified in the Notice of Dissatisfaction, except in those instances where such compliance shall take longer than sixty (60) calendar days, APPLICANT shall have such time as is reasonably necessary as long as APPLICANT has begun such compliance and diligently continues to pursue such compliance to completion, provided however that all such compliance actions shall be finalized within one hundred and eighty (180) calendar days of APPLICANT's receipt of the first Notice of Dissatisfaction. APPLICANT shall provide COUNTY written notice pursuant to Section 5 of this Agreement upon completion of the actions set forth in the Notice of Dissatisfaction. APPLICANT's completion of the actions set forth in the Notice of Satisfaction shall, upon COUNTY's determination, in its sole discretion, within forty (45) calendar days thereof, and notice thereof, which shall be given to APPLICANT pursuant to Section 5 of this Agreement within fifteen (15) calendar days following such determination, be deemed APPLICANT's satisfaction of its obligations under the Reclamation Plan and this Agreement.

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

9. GOVERNING LAW; VENUE.

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

10. CONSTRUCTION OF AGREEMENT.

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

11. SEVERABILITY.

If any provision of this 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.

12. HEADINGS.

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

13. THIRD-PARTY BENEFICIARIES.

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

14. INDEPENDENT CAPACITY.

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

15. LEGAL AUTHORITY.

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

16. APPLICANT'S AGENT FOR SERVICE OF PROCESS.

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

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

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

17. COUNTERPARTS.

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

18. AMENDMENT.

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

19. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between APPLICANT and COUNTY with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. This Agreement amends and restates, and supersedes the Scarlet I & II Agreement to the extent that the Scarlet I & II Agreement addresses the Project, namely the battery storage facility approved under CUP No. 3791.

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

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

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

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

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

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

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

20. ELECTRONIC SIGNATURES.

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

(a) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including without limitation (1) a digital

signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.

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

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

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

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

(Signature page follows.)

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

APPLICANT:
RE Scarlet LLC,
a Delaware limited liability company

DocuSigned by:
259899B3184947E...

By: Sandhya Ganapathy
Chief Executive Officer and Executive Vice President

Date: May 19, 2025

Signed by:
6AC60B67DBD4403...

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

Date: May 19, 2025

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

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

Date: _____

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

By: _____
Deputy

DS

EXHIBIT A

Reclamation Plan

[See Attached]

Scarlet Solar Energy Project

Reclamation Plan

Prepared for

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

Prepared by

HELIX Environmental Planning, Inc.
11 Natoma Street, Suite 155
Folsom, CA 95630

October 2021 | 03062.00001.001

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LIST OF APPENDICES

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ACRONYMS AND ABBREVIATIONS

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

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1.0 INTRODUCTION

1.1 PURPOSE OF THE PLAN

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

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

1.2 FRESNO COUNTY SOLAR FACILITY GUIDELINES

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

1.3 PROJECT LOCATION AND OVERVIEW

The project site is an approximately 4,089-acre site located in unincorporated Fresno County, approximately 3.5 miles west-southwest of the community of Tranquillity and approximately 6.5 miles east of Interstate 5 (I-5). The existing Pacific Gas and Electric Company's (PG&E) Tranquillity Solar Generating Facility is approximately 0.75 mile west of the project site. The project site would encompass up to 33 parcels[1] generally located south of West South Avenue, north of West Dinuba Avenue, east of South Ohio Avenue and State Route (SR) 33 (South Derrick Avenue), and west of South San Mateo Avenue. All of the parcels, except for four (Assessor Parcel Numbers [APN] 028-11-113, 028-10-081,

[1] The project would be constructed on any or all of parcels with the following APNs: 028-07-134, 028-07-139, 028-07-140, 028-07-141, 028-07-143, 028-07-144, 028-07-145, 028-07-147, 028-07-148, 028-07-149, 028-08-166, 028-11-101, 028-11-102, 028-11-104, 028-11-106, 028-11-107, 028-11-109, 028-11-110, 028-11-112, 028-11-113, 028-11-114, 028-11-115, 028-11-116, 028-11-117, 028-11-119, 028-11-120, 028-12-061, 028-12-062, 028-10-074, 028-10-072, 028-10-082, 028-10-081, and 028-101-75S.

028-10-082, and 028-101-75S), are currently owned by Westlands Water District.[2] Refer to Figure 1 in Appendix A for the project site in the region, and Figure 2 for an aerial image of the project site.

The project is proposed to construct, operate, maintain, and decommission a 400-megawatt (MW) solar photovoltaic (PV) electricity generating facility, energy storage system, and associated infrastructure. The project would provide solar power to utility customers by interconnecting to the regional electricity grid at PG&E Tranquillity Switching Station. The proposed facility is intended to operate year-round.

The project would operate year-round to generate solar electricity during daylight hours and would store and dispatch power to the energy storage system during both daylight and non-daylight hours. The project is anticipated to be constructed in continuous phases, with the first phase beginning in late-2021. The exact timing of the last phase is dependent on opportunities in the solar market, but it is currently anticipated to be online as early as late 2023. Refer to Figure 2 for the phases shown.

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

- Groups of solar arrays (arrays include PV modules and steel support structures, electrical inverters, transformers, cabling, and other infrastructure);
- One electrical substation;
- A switchyard, including one high-voltage 230 kV utility switchyard, telecommunications infrastructure, and two 65-foot high dead-end structures;
- Approximately 3.5 miles of 230 kV generation intertie (gen-tie) transmission line (from the substation and the project 230 kV switchyard) to connect to the existing PG&E Tranquillity Switching Station;
- Improvements to PG&E electrical infrastructure, including a minor expansion of PG&E's Tranquillity Switching Station and approximately 1,900 feet of PG&E 230 kV transmission line to connect the 230 kV gen-tie line to the Tranquillity Switching Station;
- A 400 MW energy storage system, consisting of battery or flywheel enclosures and electrical cabling; and
- Other necessary infrastructure, including one permanent operations and maintenance (O&M) building, a septic system and leach field, a supervisory control and data acquisition (SCADA) system, a meteorological data system, buried conduit for electrical wires, overhead collector lines, on-site access roads, a shared busbar,[3] lighting, and wildlife-friendly security fencing.

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

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

This project is anticipated to remain in operation for up to 35 years from completion of construction. Figure 3 in Appendix A shows the location of the components of the proposed project and associated facilities for Phase I. The Phase II layout is pending.

2.0 RECLAMATION PLAN CONTENT

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

1. Description of present use of the site;

The existing land use of the project site is primarily dry-farmed agriculture. For the past 10 years, the project site intermittently has been in low-yield agricultural production (tilled, seeded, and harvested for winter wheat); intermittently irrigated (drip or sprinkler) and harvested for alfalfa seed or other crops; or disked twice a year and left fallow. Some of the parcels in the project footprint are part of Westlands Water District settlements that require a non-irrigation covenant upon transfer of ownership (refer to Figure 4 in Appendix A).

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

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

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

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

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

The majority of the project site is presently owned by Westlands Water District, with the exception of four parcels (APN 028-11-113, 028-10-081, 028-10-082, and 028-101-75S). Westlands Water District has executed an option agreement for purchase and sale with RE Scarlet LLC, a wholly owned subsidiary of EDP Renewables North America LLC. Consequently, RE Scarlet LLC would become the owner of the real property at commencement of construction of the project.

Approximately 76 acres of federally owned land are surrounded by the project site but are not proposed to be included in the project.

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

    a. Timeline for completion of reclamation after solar facility lease has terminated (identify phasing if needed);

    b. Handling of any hazardous chemicals/materials to be removed;

    c. Removal of all equipment, structures, buildings, and improvements at and above grade;

    d. Removal of any below-grade foundations;

    e. Removal of any below-grade infrastructure (cables/lines, etc.) that are no longer deemed necessary by the local public utility company;

    f. Detail any grading necessary to return the site to original grade;

    g. Type of crops to be planted; and

    h. Irrigation system details to be used (existing wells, pumps, etc. should remain throughout the solar facility use);

Procedures to remove the facility and restore the project back to pre-project conditions are included in Section 3 of this Plan. It should be noted that although the property has been historically used for agricultural production, a number of the parcels no longer have rights to water delivery from the Westlands Water District, the present property owner. In consideration of these restrictions, this Plan contemplates decommissioning the project, stabilizing the site, but does not propose additional actions to restore agricultural capacity to the property beyond its present condition on those parcels.

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

A Site Plan is included in Appendix A.

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

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

8. Financial assurances equal to the cost of reclaiming the land to its previous agricultural condition shall be submitted to ensure the reclamation is performed according to the approved plan. Financial assurances will be made to the County of Fresno in the form of cash and maintained through an escrow arrangement or other form of security acceptable at the discretion of the Board of Supervisors

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

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

As discussed under item 4, above, RE Scarlet LLC, a wholly-owned subsidiary of EDP Renewables North America LLC, will be purchasing the real property from the current property owner (Westlands Water District) prior to the start of construction. Given that the current property owner will no longer have an ownership interest in the real property once construction commences, there will be no need to notify Westlands Water District of the Plan.

3.0 BASELINE CONDITIONS

3.1 SOIL CONDITIONS

Table 1 describes the project's soil classifications according to various systems used in California. Refer to Figure 5 in Appendix A for the distribution of soils on the project site. The majority of the site consists of the Tranquillity clay and Ciervo clay as only 390 square feet of Calfax clay soil exists on-site.

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

Map Symbol	Mapping Unit	Acres	Proportion Project Site	LCC Rating	LCC Rating Value	Storie Index Rating Class
286	Tranquility clay (Irrigated)	1,783	.43	IIIw	60	Grade 4 - Poor
286	Tranquility clay (Nonirrigated)	930	.23	VIIw	10	Grade 4 - Poor
461	Ciervo clay (Irrigated)	850	.21	IIIs	60	Grade 4 - Poor
461	Ciervo clay (Nonirrigated)	526	.13	VIIs	10	Grade 4 - Poor
482	Calfax clay (Irrigated)	0	0	IIIs	60	Grade 2 - Good
482	Calfax clay (Nonirrigated)	0.01	0	VIIs	10	Grade 2 - Poor
	TOTAL	**4,089**	**1.00**	--	--	--

Source: NRCS 2019
Notes: LCC – Land Capability Classification.

Land Capability Classification (LCC) demonstrates the suitability of soils for growing field crops. Based on LCC, the site's LCC non-irrigated soil rating is Class 7 and its irrigated soil rating is Class 3. Class 3 soils have severe limitations that reduce the choice of plants or require special conservation practices, or both. Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

The Storie Index Rating provides a numeric rating (based on a 100-point scale) of the relative degree of suitability or value of a given soil for intensive agriculture use. This rating is based upon soil characteristics only.

3.2 HISTORICAL AGRICULTURAL USE

The project site is primarily dry-farmed agriculture that has been intermittently irrigated. For the past 10 years, the project site has been in low-yield agricultural production (tilled, seeded, and harvested for winter wheat); intermittently irrigated (drip or sprinkler) and harvested for alfalfa seed or other crops; or disced twice a year and left fallow. The site is subject to high levels of selenium and a water table that does not provide for sufficient drainage for most commercially irrigated crops. Furthermore, some of

the parcels in the project footprint are part of Westlands Water District settlements that require a non-irrigation covenant upon transfer of ownership (refer to Figure 4 in Appendix A).

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

4.0 PROJECT FACILITY AND EQUIPMENT

The project would be comprised of solar panels, inverters, access roads, an O&M building, septic system and leach field, and electrical equipment including substations, battery storage enclosures, and wiring.

The site would be secured by an up to 8-foot-high chain link perimeter fence, topped with three-strand barbed wire, through which multiple points of ingress/egress would be accessed by locked gates.

4.1 FOUNDATIONS

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

4.2 SOLAR PV ARRAYS AND RACKING

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

4.3 ENERGY STORAGE SYSTEM

The project could include, at the applicant's option, a battery or flywheel storage system capable of storing up to 400 MW of electricity and conducting energy to the regional electricity grid. If provided, the storage system would consist of battery or flywheel banks housed in electrical enclosures and buried electrical conduit. The project could use one of a number of commercially available energy storage technologies, including but not limited to Lithium-ion (Li-ion), flow batteries, sodium sulfur or mechanical fly wheels. The energy storage system will either be dispersed throughout the project site, connected to the PV array via direct current ("DC-coupled"); or concentrated in one location on the site, connected to the PV array via alternating current ("AC-coupled").

4.4 ELECTRICAL COLLECTION, INVERTERS, AND TRANSFORMERS

Panels would be electrically connected into panel strings using wiring attached to the panel racking system. Panel strings would be electrically connected to one other via overhead and/or underground wiring installed from the panel strings to combiner boxes located throughout the PV arrays. Wire depths would be in accordance with local, state, and federal codes, and would likely be buried at a minimum of 18 inches below grade by excavating a trench wide enough to accommodate the cables. To accommodate the cables, a polyvinyl chloride (PVC) conduit may be installed in the trench, or, alternatively, cable rated for direct burial would be installed. Where used, overhead cables would be installed on wood poles up to 50 feet in height.

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

4.5 SUBSTATION AND GEN-TIE TRANSMISSION LINES

The project would include one substation. The substation would occupy an approximately 27,000-square-foot (150 feet by 180 feet) area enclosed by an approximately 8-foot-high chain link fence topped with one foot of barbed wire.

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

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

The gen-tie structures would include tubular steel poles and H-frame structures with foundations excavated to a depth of 20 feet or more. The overhead gen-tie line would be up to approximately 3.5 miles long and consist of up to 30 structures. The structures could be up to 150 feet tall, although most would likely be no more than 110 feet.

4.6 SUPPORT FACILITIES

Support facilities include the 700-square-foot O&M building, SCADA system, and the meteorological data collection system. The O&M building will be located on a concrete foundation and would include plumbing, a septic system and leach field.

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

4.7 FENCING

A dual purpose security and wildlife fence will be constructed around the project and will enclose all operational areas throughout the lifetime of the project through decommissioning. The fence design will reach up to 8 feet high and would consist of approximately 6-foot-high chain-link galvanized metal fence topped by three strands of barbed wire approximately one foot high.

4.8 DRIVEWAYS

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

5.0 DECOMMISSIONING AND RESTORATION PROCESS

Decommissioning of the project is assumed to begin approximately 35 years after operation of the project is initiated. Project decommissioning may incorporate sale and/or recycling of some components; however, this Reclamation Plan assumes that all equipment and facilities within and associated with the facility will be removed.

5.1 DECOMMISSIONING PROCEDURES AND TIMING

All decommissioning, reclamation, and restoration activities will adhere to the requirements of appropriate governing authorities, and will be in accordance with all applicable federal, provincial, and local permits. The reclamation and restoration process comprises removal of above ground structures; removal of below ground foundations and infrastructure; and restoration of topsoil, re-vegetation, and seeding. Appropriate temporary (construction-related) erosion and sedimentation control best management practices (BMP) will be used during the reclamation phase of the project. The BMPs will be inspected on a regular basis to ensure their function.

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

5.2 SITE PREPARATION ACTIVITIES

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

5.3 REMOVAL OF FACILITIES

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

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

1. Solar Array and Rack Disassembly

    a. The solar facility will be disconnected from the utility power grid.

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

    c. Above-ground and underground electrical interconnection and distribution cables that are no longer deemed necessary by the local public utility company will be removed and disposed of or recycled off-site by an approved recycling facility.

    d. PV module racking systems will be removed and may be recycled off-site by a metals recycler. The racking structure supporting the PV panels will be unbolted and disassembled using standard hand tools. The vertical steel piles, poles, and posts supporting the racks and all steel support piles will be completely removed and transported off-site for salvage or reuse. Other equipment and/or material will be removed from the site for resale, scrap value, recycled, or disposal depending on market conditions.

2. Pier and Foundation Removal

3. The larger slab-on-grade concrete foundations and support pads will be broken up by mechanical equipment (such as a backhoe-hydraulic hammer/shovel, or jackhammer), loaded

onto trucks, and removed from the site. Concrete pads will be recycled or reused as clean fill at another location.

4. Electrical Demolition

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

    b. The gen-tie to the PG&E Tranquillity Switching Station will be removed. Overhead electrical lines and poles will be removed and recycled, reused, or disposed of in accordance with regulatory requirements at the time of decommissioning, and holes from pole removal will be filled with clean fill.

5. Civil Site Reclamation

    a. The septic system and leach field will be removed.

    b. Fencing will be removed and will be recycled off-site by an approved recycler.

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

5.4 DEBRIS MANAGEMENT, DISPOSAL, AND RECYCLING

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

5.5 HAZARDOUS WASTE

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

5.6 SITE RESTORATION

Soils will be restored to pre-project topographic conditions to prepare the site for the continuation of agricultural land uses. APNs with a non-irrigation covenant will be restored using a rangeland seed mix of grasses and forage crops, and areas planned for crop production within 12 months following decommissioning will be left unplanted.

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

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

6.0 DECOMMISSIONING COSTS AND FINANCIAL ASSURANCES

6.1 ESTIMATED COST AND SALVAGE VALUES

Dudek, an established engineering and environmental services firm, prepared the decommissioning budget for the project. The estimated budget presents a probable cost, in present value, for the decommissioning based on the assumption that the solar modules, module support structures, racking, electrical system, interconnection facilities, and other project components may be disassembled and recycled and disposed of following completion of the solar electric power system. The decommissioning costs by task are presented by phase in Appendix B (Phase I only - Battery Energy Storage System and Phase II are pending). The cost estimates are applicable for a five-year period from the date of submission.

6.2 FINANCIAL GUARANTEES FOR DECOMMISSIONING

In accordance with Conditional Use Permit CUP 3555 condition of approval 5, prior to the issuance of the grading permit, the project owner will provide financial assurance in an amount sufficient to reclaim the site to its previous conditions in accordance with the approved Reclamation Plan. Financial assurances will be made to the County of Fresno in the form of cash and maintained through an escrow arrangement or other form of security acceptable at the discretion of the Board of Supervisors.

The financial assurance under the agreement shall (1) initially cover the project owner's cost of performing its obligations under the reclamation agreement, as stated above, based on the final County-approved design of the project, which cost estimate shall be provided by the project owner to the county and be subject to approval by the County, and (2) be automatically increased annually, due to

increases in costs, using the Engineering News-Record construction cost index. This estimate will consider any project components that are expected to be left in place at the request of and for the benefit of the subsequent landowner (e.g., access roads, electrical lines, O&M building).

7.0 REFERENCES

Fresno, County of (Fresno County). 2020. Guidelines for Preparing a Solar Electrical Generation Facility Reclamation Plan. Accessed June 2020. Available at: https://www.co.fresno.ca.us/departments/public-works-planning/divisions-of-public-works-and-planning/development-services-division/planning-and-land-use/photovoltaic-facilities-p-3106.

2017. Solar Facility Guidelines. Revised by the Board of Supervisors on December 12. Available at: https://www.co.fresno.ca.us/departments/public-works-planning/divisions-of-public-works-and-planning/development-services-division/planning-and-land-use/photovoltaic-facilities-p-1621.

Natural Resource Conservation Service, United States Department of Agriculture (NRCS). 2019. Custom Soil Resource Report for RE Scarlett LESA. Accessed on March 13, 2019 at https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx.

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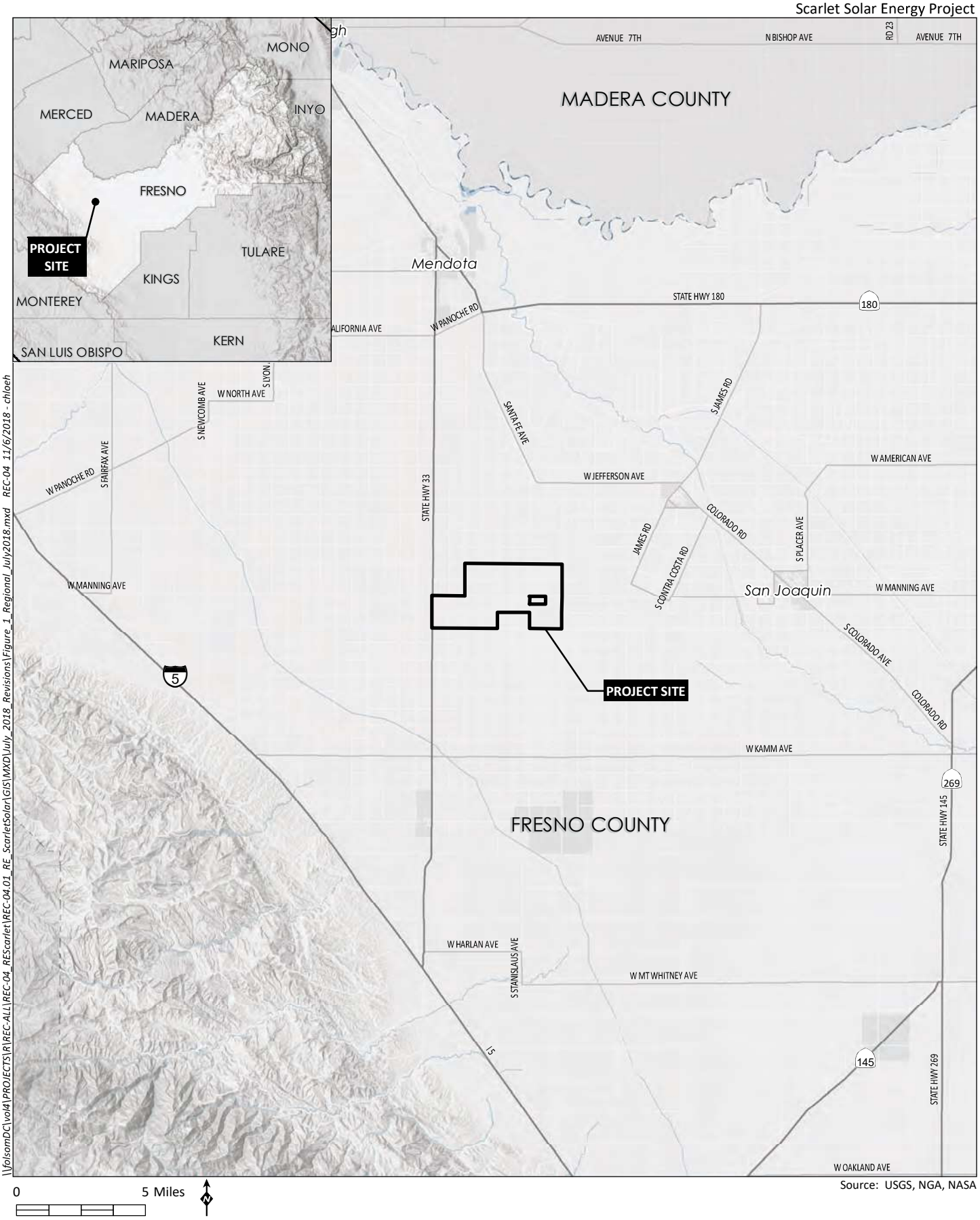
Attachment A

Figures



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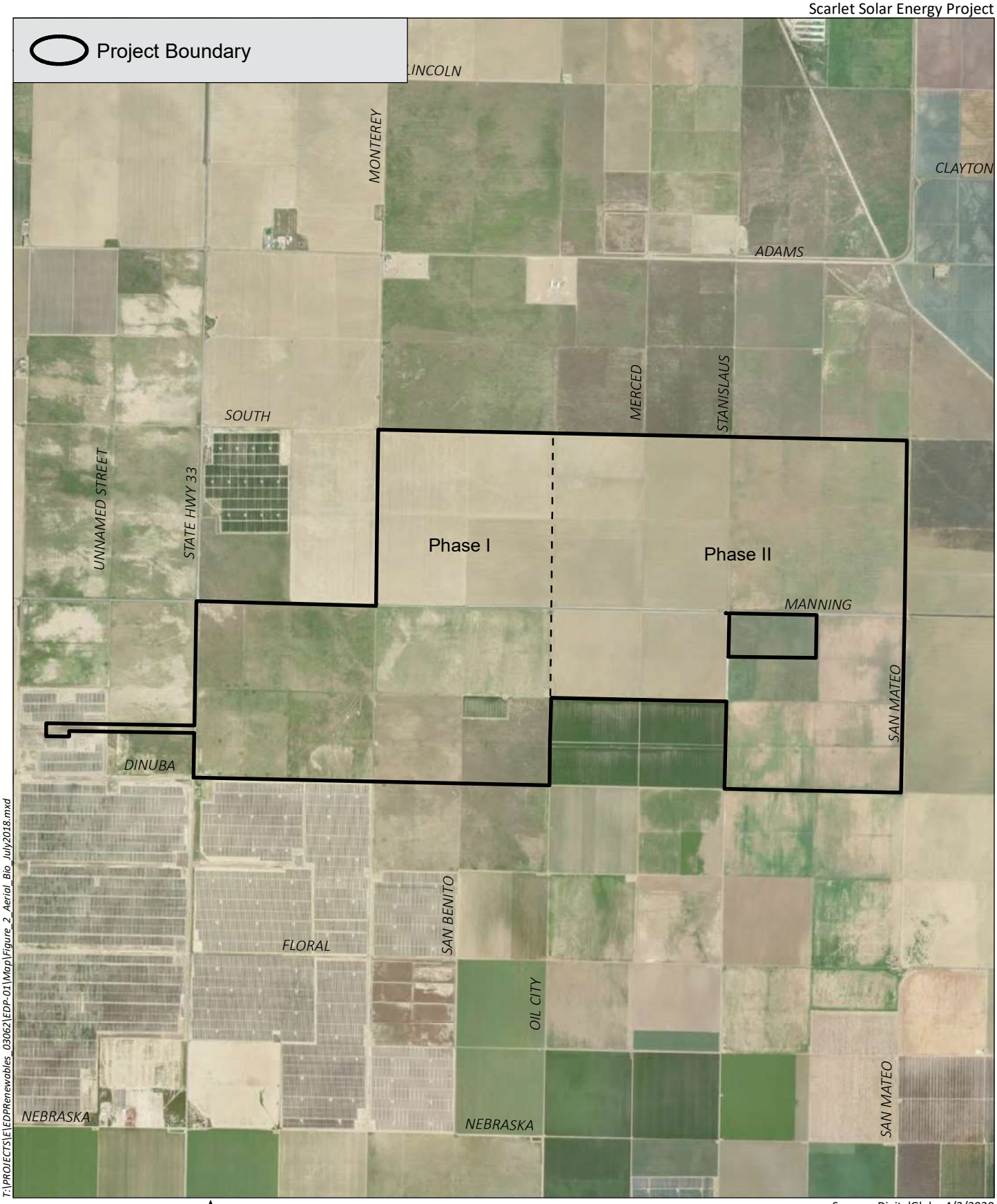
HELIX Environmental Planning

Regional Location

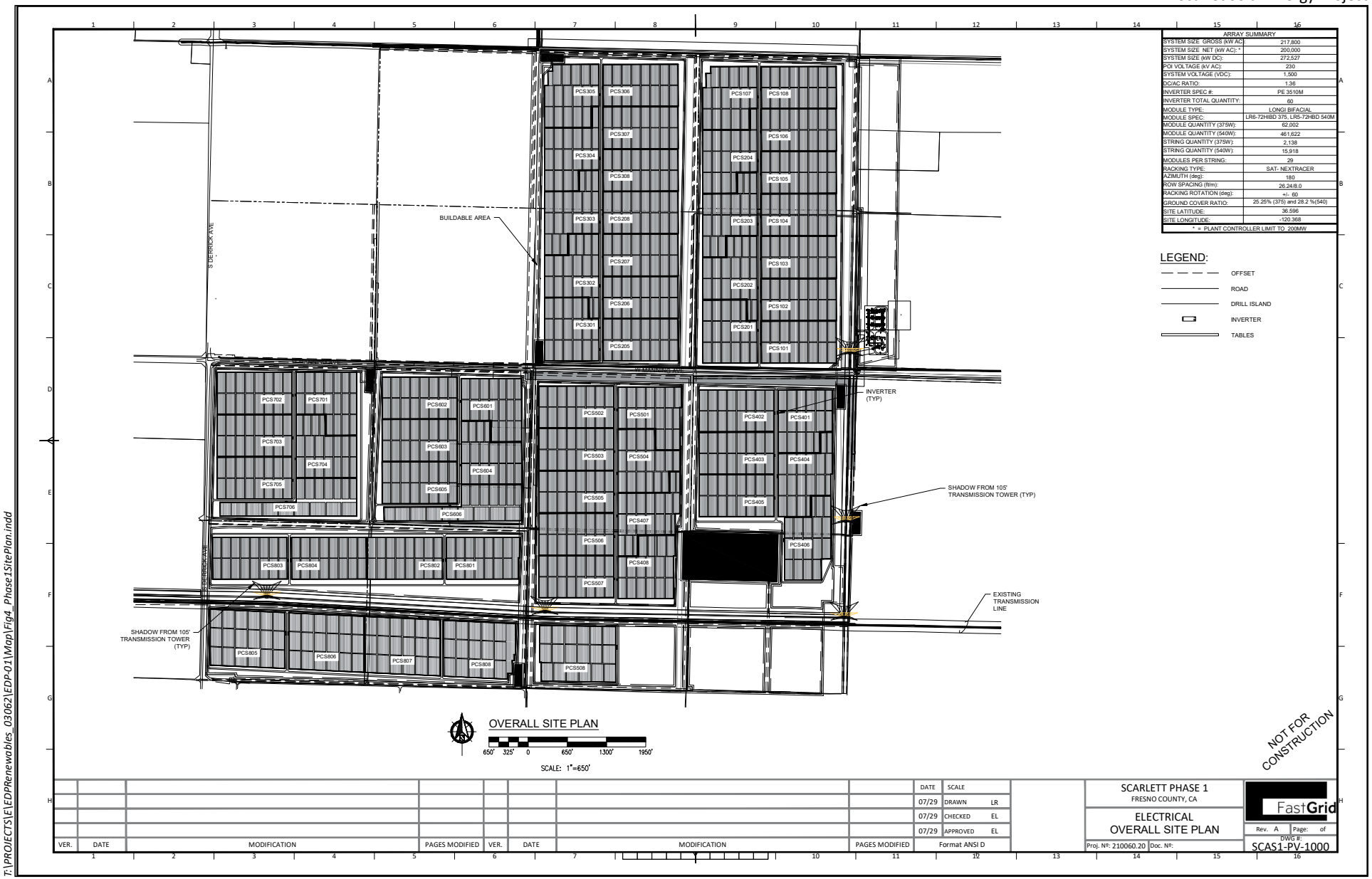
Figure 1



HELIX Environmental Planning

Site Location Map

Figure 2



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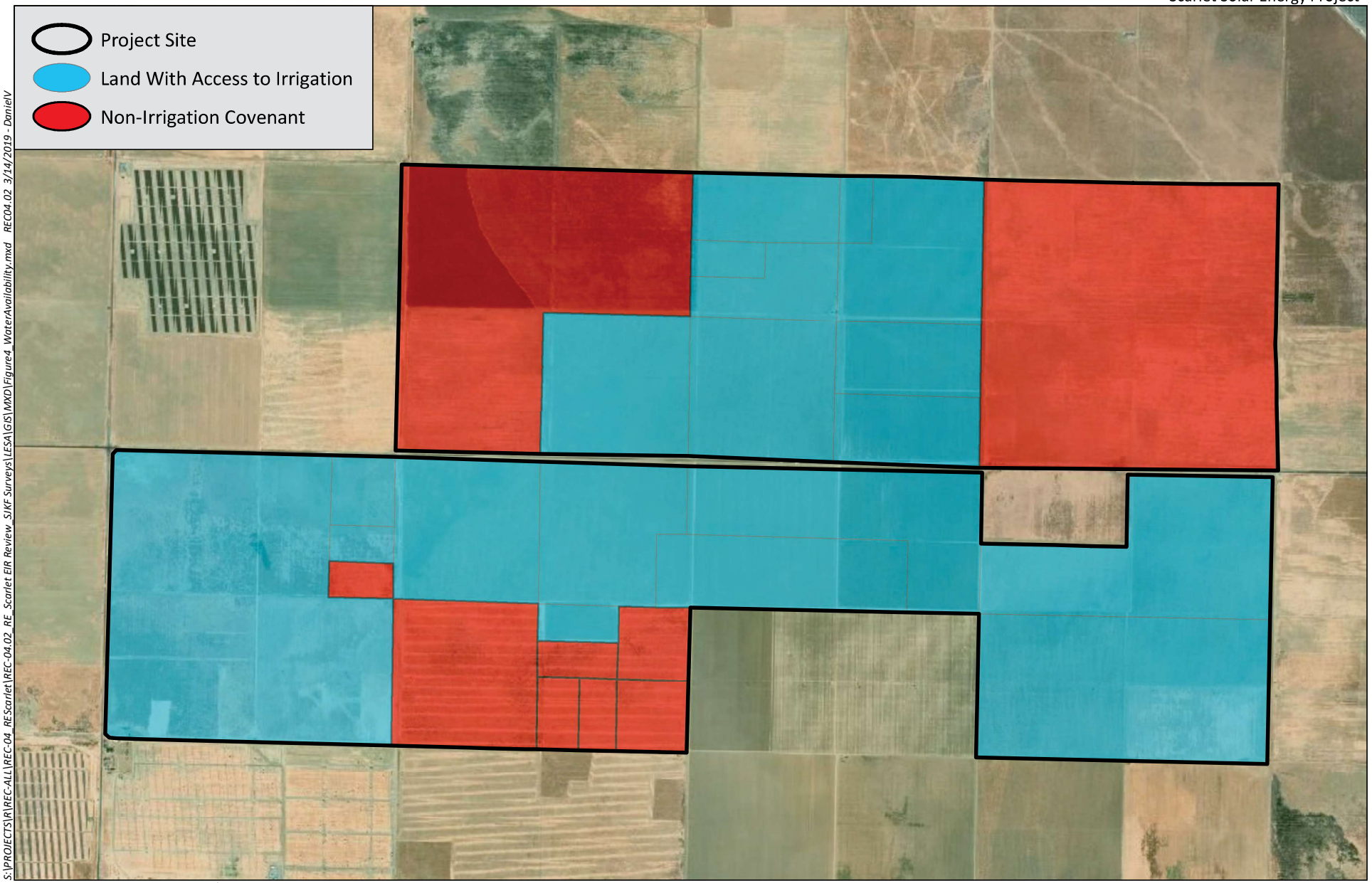
HELIX Environmental Planning

Phase I Site Plan

Figure 4



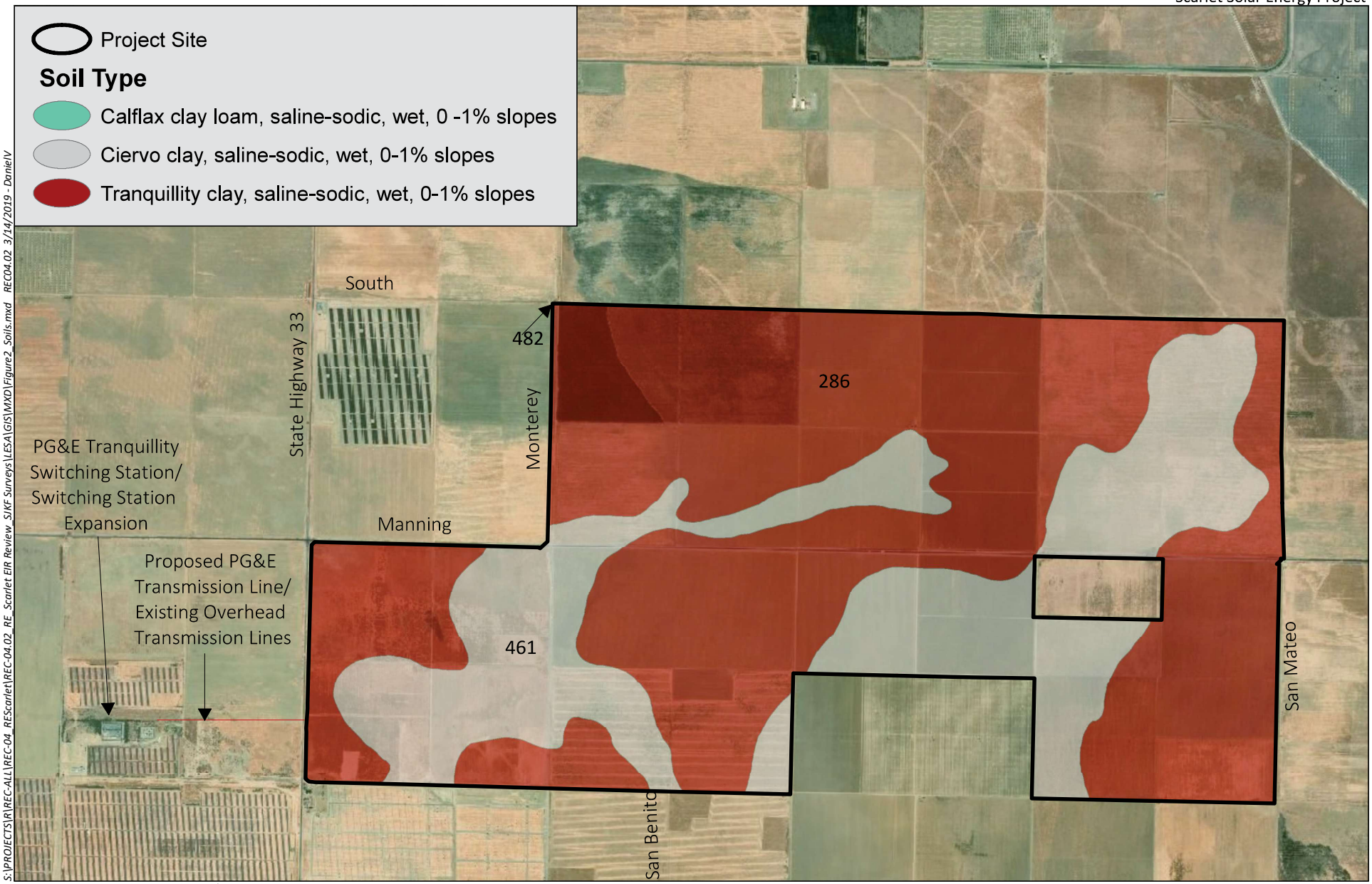
S:\PROJECTS\R\REC-ALL\REC-04_RE\Scarlet\REC-04.02_RE_Scarlet EIR Review_SJKF Surveys\LESA\GIS\MXD\Figure4_WaterAvailability.mxd REC04.02 3/14/2019 - DanielV

Source: Sacramento County, Esri 2017

HELIX Environmental Planning

Water Availability

Figure 4



Source: ESRI, USDA, USGS, Soil (USDA NRCS)

S:\PROJECTS\R\REC-ALL\REC-04_RESscarlet\REC-04.02_RE_Scarlet EIR Review_SJKF Surveys\LES\GIS\MXD\Figure2_Soils.mxd REC04.02 3/14/2019 - DanielV

HELIX Environmental Planning

Soils

Figure 5

DUDEK
1701 WESTWIND DRIVE, SUITE 227
BAKERSFIELD, CALIFORNIA 93301
T 661.208.4127

Mr. Ejaz Ahmad, Planner
County of Fresno
Development Services Division
220 Tulare Street, Sixth Floor
Fresno, California 93721

October 14, 2021

Subject: Scarlet Phase I Solar Project Decommissioning Cost Estimate

Dear Mr. Ahmad,

At the request of Ryan Schalk of EDPR, I have reviewed the attached cost estimate. Quantities and costs appear appropriate based on the Project Decommissioning Plan provided and based on decommissioning and reclamation plans previously approved by Fresno County. I find this cost estimate to be reasonable based on current pricing standards of the construction industry.

Please do not hesitate to contact me at 760.685.0735, or at cgreely@dudek.com should you have any questions.

Sincerely,

Charles Greely, PE, LEED AP, QSD
Principal Engineer

REGISTERED PROFESSIONAL ENGINEER
CHARLES H. GREELY
No. 69056
EXP. 06-30-22
CIVIL
STATE OF CALIFORNIA

Att.: Decommissioning Cost Estimate

Appendix A

Scarlet Phase I Solar Project Decommissioning Cost Estimate

TABLE 7.1: DECOMMISSIONING COST ESTIMATE

	Costs	Labor				Equipment			
Reclamation Item	**Total**	**Employees**	**Hours**	**Labor Rate**	**Subtotal**	**Type**	**Hours**	**Rates**	**Subtotal**
Onsite oils and lubricants removed	$ 19,582	2	342	$ 50.00	$ 17,082	Container	2	$ 1,250.00	$ 2,500.00
Substation components removed	$ 49,458	4	628	$ 75.00	$ 47,064.33	Low bed truck	68	$ 35.00	$ 2,393.50
Electrical conduit removed	$ 291,830	9	3,708	$ 75.00	$ 278,081.87	Flat bed truck	393	$ 35.00	$ 13,748.21
PV modules removed and recycled	$ 271,745	10	5,059	$ 50.00	$ 252,943.47	Flat bed truck	537	$ 35.00	$ 18,801.71
PV module support H-beams	$ 303,998	10	4,434	$ 50.00	$ 221,723.20	Backhoe	470	$ 175.00	$ 82,274.38
Electrical and electronic devices	$ 113,017	5	968	$ 75.00	$ 72,631.58	Backhoe/crane	101	$ 400.00	$ 40,385.85
Fencing, gates removed	$ 171,605	4	1,447	$ 40.00	$ 57,896.11	Backhoe	650	$ 175.00	$ 113,708.78
Roads, pathways, and other	$ 69,289	4	676	$ 40.00	$ 27,039.79	CAT/backhoe	211	$ 200.00	$ 42,249.68
Site disced for revegetation	$ 94,222	4	573	$ 40.00	$ 22,925.62	CAT/water truck	475	$ 150.00	$ 71,296.33
TOTAL	$ 1,384,746		Labor total		$ 997,388		Equipment total		$ 387,358

Scarlet Solar Energy Project

Addendum to Reclamation Plan

Prepared for

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

Prepared by

HELIX Environmental Planning, Inc.
11 Natoma Street, Suite 155
Folsom, CA 95630

June 2022 | 03062.00001.001

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Page

DUDEK
1701 WESTWIND DRIVE, SUITE 227
BAKERSFIELD, CALIFORNIA 93301
T 661.208.4127

Mr. Ejaz Ahmad, Planner
County of Fresno
Development Services Division
220 Tulare Street, Sixth Floor
Fresno, California 93721

June 1, 2022

Subject: Scarlet Phase I Solar Project Decommissioning Cost Estimate

Dear Mr. Ahmad,

At the request of Ryan Schalk of EDPR, I have reviewed the attached cost estimate. Quantities and costs appear appropriate based on the Project Decommissioning Plan provided and based on decommissioning and reclamation plans previously approved by Fresno County. I find this cost estimate to be reasonable based on current pricing standards of the construction industry.

Please do not hesitate to contact me at 760.685.0735, or at cgreely@dudek.com should you have any questions.

Sincerely,

Charles Greely, PE, LEED AP, QSD
Principal Engineer

Att.: Decommissioning Cost Estimate

Appendix A

Scarlet Phase I Solar Project Decommissioning Cost Estimate

	Costs	Labor				Equipment			
Reclamation Item	**Total**	**Employees**	**Hours**	**Labor Rate**	**Subtotal**	**Type**	**Hours**	**Rates**	**Subtotal**
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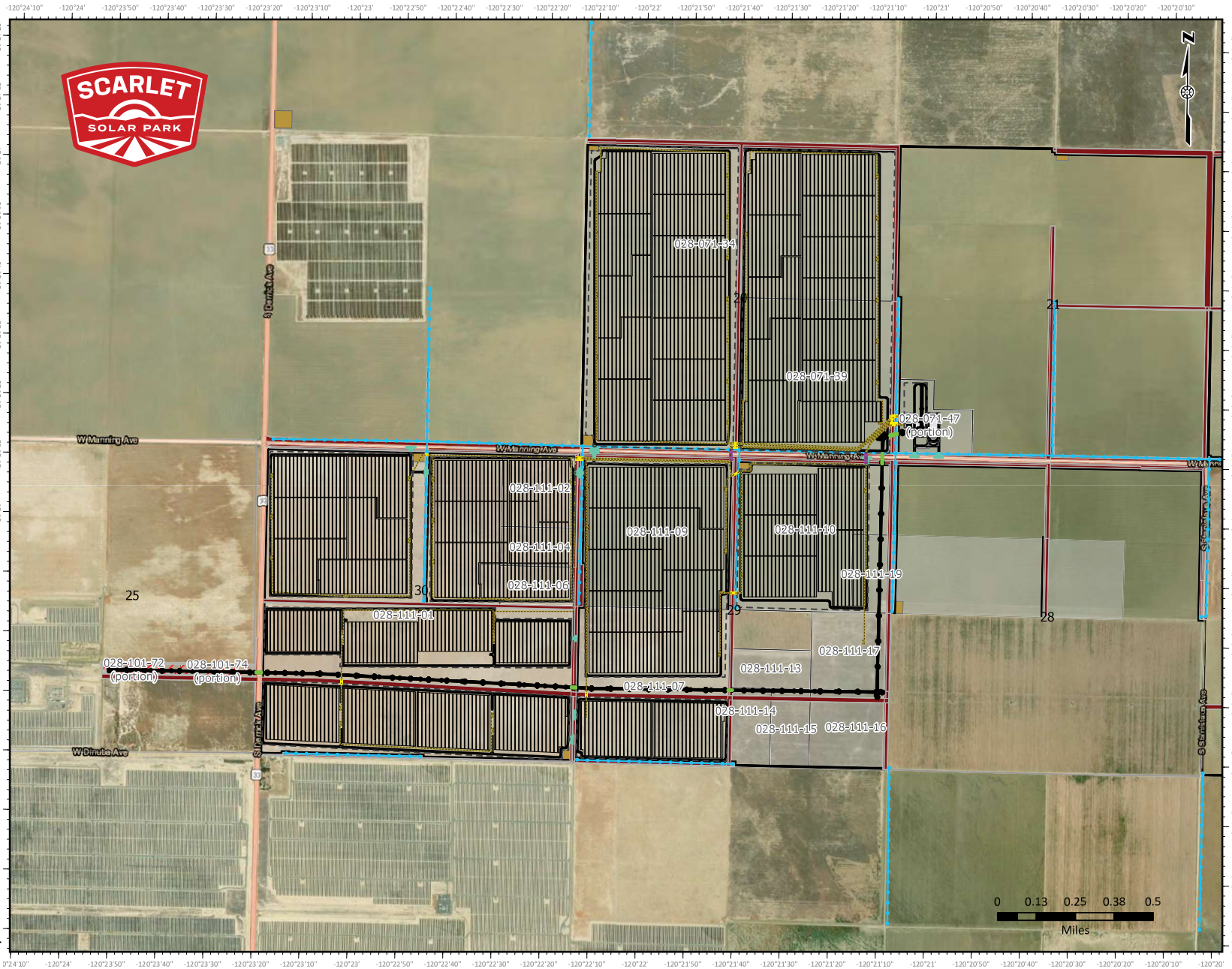
Substation components removed	$ 49,458	4	628	$ 75.00	$ 47,064.33	Low bed truck	68	$ 35.00	$ 2,393.50
Electrical conduit removed	$ 291,830	9	3,708	$ 75.00	$ 278,081.87	Flat bed truck	393	$ 35.00	$ 13,748.21
PV modules removed and recycled	$ 271,745	10	5,059	$ 50.00	$ 252,943.47	Flat bed truck	537	$ 35.00	$ 18,801.71
PV module support H-beams	$ 303,998	10	4,434	$ 50.00	$ 221,723.20	Backhoe	470	$ 175.00	$ 82,274.38
Electrical and electronic devices	$ 113,017	5	968	$ 75.00	$ 72,631.58	Backhoe/crane	101	$ 400.00	$ 40,385.85
Fencing, gates removed	$ 171,605	4	1,447	$ 40.00	$ 57,896.11	Backhoe	650	$ 175.00	$ 113,708.78
Roads, pathways, and other	$ 69,289	4	676	$ 40.00	$ 27,039.79	CAT/backhoe	211	$ 200.00	$ 42,249.68
Site disced for revegetation	$ 94,222	4	573	$ 40.00	$ 22,925.62	CAT/water truck	475	$ 150.00	$ 71,296.33
Staking of all easements	$ 52,500	1	300	$ 175.00	$ 52,500.00				
TOTAL	$ 1,437,246		Labor total		$ 1,049,888		Equipment total		$ 387,358



edp renewables

Scarlet I Pre-Construction Overview Map

Date: 2022-06-24

- Overhead Transmission (Gen-tie)
- Overhead Transmission Crossing
- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet I Fence
- Project Parcels
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- EDPR Transmission Easement

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edp renewables

Scarlet I
Pre-Construction
Section 20

Date: 2022-06-24

Manning Ave
Area Shown
Levis

- Overhead Transmission (Gen-tie)
- Overhead Transmission Crossing
- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
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- Existing Pipelines
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- WWD Groundwater Easement
- WWD Drill Island
- EDPR Transmission Easement

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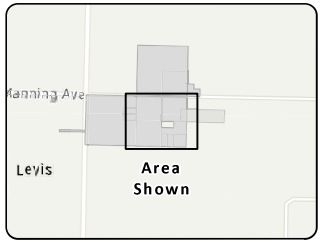
SCARLET
SOLAR PARK
S Ohio Ave
W Manning Ave
W Dinuba Ave
S Derrick Ave
025-101-72 (portion)
025-101-74 (portion)
025-111-01
25
30
1
Z
0
250
500
750
1,000
Feet
edp renewables
Scarlet I
Pre-Construction
Section 25
Date: 2022-06-24
Area Shown
Overhead Transmission (Gen-tie)
Overhead Transmission Crossing
Underground Collection
Overhead Collection Crossing
Underground Collection Crossing
Project Roads
Project Road Crossing
Solar Panel Area
Project Substation, Battery, and O&M Facilities
Existing Pipelines
Scarlet I Fence
Project Parcels
Existing Easements
WWD Groundwater Easement
WWD Drill Island
EDPR Transmission Easement

edp renewables

Scarlet I Pre-Construction Section 29

Date: 2022-06-24



- Overhead Transmission (Gen-tie)
- Overhead Transmission Crossing
- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet I Fence
- Project Parcels
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- EDPR Transmission Easement

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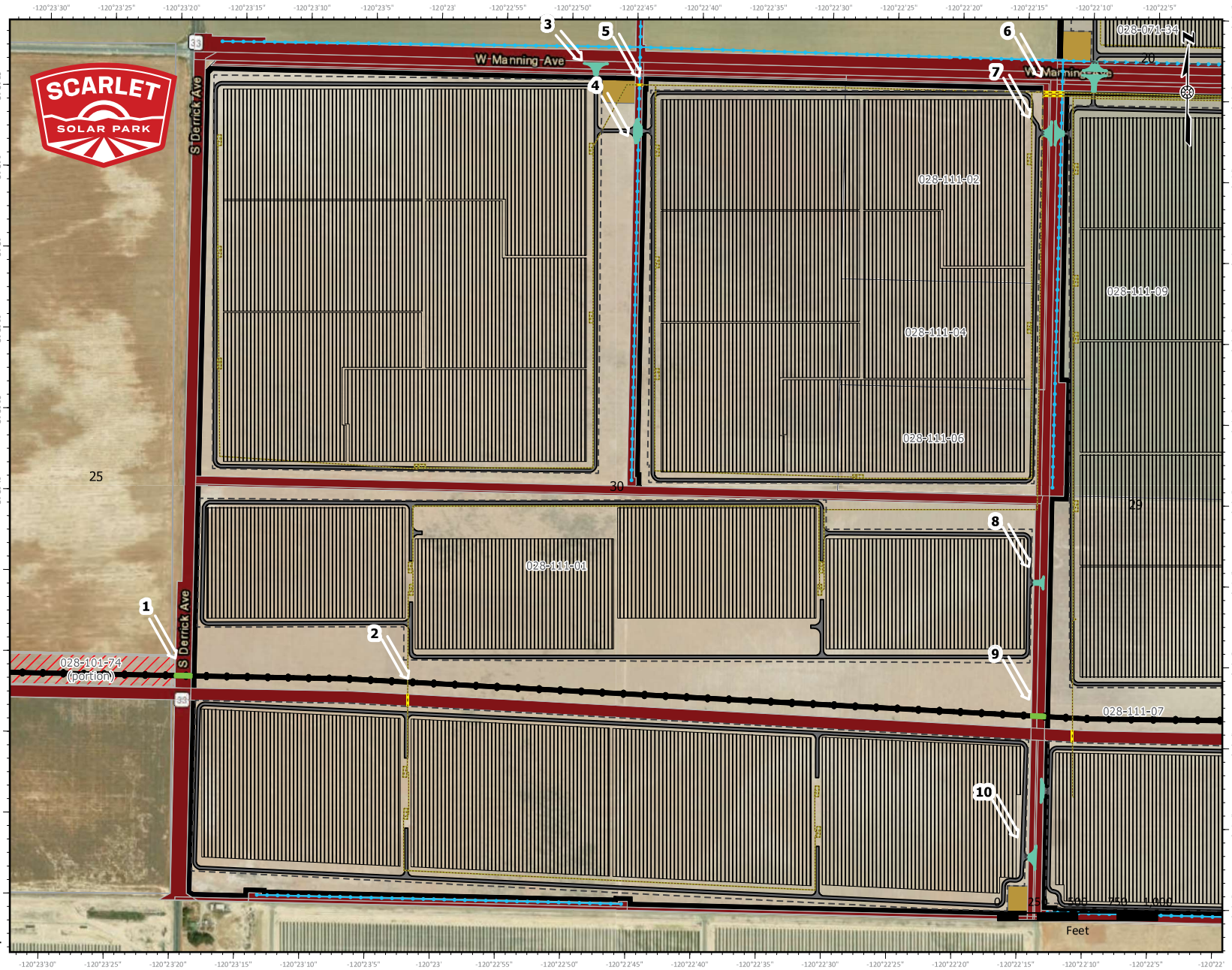
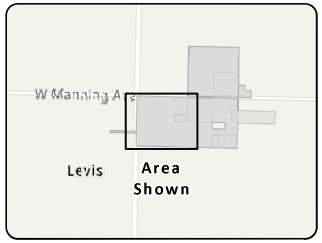


edp renewables

Scarlet I Pre-Construction Section 30

Date: 2022-06-24



- Overhead Transmission (Gen-tie)
- Overhead Transmission Crossing
- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet I Fence
- Project Parcels
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- EDPR Transmission Easement

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Crossing Number	APN	Scarlet Improvements	Easement/Rights Holder	Easement Width	Easement / Document Purpose	Exclusivity	Recording Information
1	028-111-01	Overhead Transmission	State of California	(*Relinquished abutter's rights*)	Road Conveyance		Instrument No. 9195; Book 4339, Page 272
1	028-111-01	Overhead Transmission	Westlands Water District	30'	Water Pipelines	Non-exclusive	Instrument No. 2021-0161203
2	028-111-01	Underground Collection	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 41453; Book 3047, Page 193; re-recorded as Instrument No. 61112; Book 3090, Page 537
3	028-111-01	Project Road	State of California	(*Relinquished abutter's rights*)	Road Conveyance		Instrument No. 54601; Book 5339, Page 404 Instrument No. 54602; Book 5339, Page 408
3	028-111-01	Project Road	United States of America (handled by the US Bureau of Reclamation ["USBR"])	25'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
3	028-111-01	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
4	028-111-01	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
4	028-111-01	Project Road	United States of America (USBR)	45'	Water Pipeline	Non-exclusive	Instrument No. 63387; Book 5352, Page 261
5	028-111-01	Underground Collection	United States of America (USBR)	25'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
5	028-111-01	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
6	028-111-02	Underground Collection	United States of America (USBR)	85'	Water Lines	Non-exclusive	Instrument No. 59051; Book 7289, Page 755
7	028-111-02	Project Road	United States of America (USBR)	85'	Water Lines	Non-exclusive	Instrument No. 59051; Book 7289, Page 755
7	028-111-02	Project Road	RE Tranquility 8 Azul LandCo LLC; RE Tranquility 8 Azul LLC; RE Tranquility 8 LLC; RE Tranquility 8 Rojo LLC; RE Tranquility 8 Verde LLC	100'	Road Access	Non-exclusive	Instrument No. 2016-0118436; Instrument No. 2017-0014677 Instrument No. 2017-0075203; Instrument No. 2017-0075204 Instrument No. 2017-0077891; Instrument No. 2017-0077934
8	028-111-01	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
8	028-111-01	Project Road	RE Tranquility 8 Azul LandCo LLC; RE Tranquility 8 Azul LLC; RE Tranquility 8 LLC; RE Tranquility 8 Rojo LLC; RE Tranquility 8 Verde LLC	100'	Road Access	Non-exclusive	Instrument No. 2016-0118436; 2017-0014677 Instrument No. 2017-0075203; Instrument No. 2017-0075204 Instrument No. 2017-0077891; Instrument No. 2017-0077934
9	028-111-01	Overhead Transmission	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
9	028-111-01	Overhead Transmission	RE Tranquility 8 Azul LandCo LLC; RE Tranquility 8 Azul LLC; RE Tranquility 8 LLC; RE Tranquility 8 Rojo LLC; RE Tranquility 8 Verde LLC	100'	Road Access	Non-exclusive	Instrument No. 2016-0118436; Instrument No. 2017-0014677 Instrument No. 2017-0075203; Instrument No. 2017-0075204 Instrument No. 2017-0077891; Instrument No. 2017-0077934
10	028-111-01	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 89652; Book 7341, Page 845
10	028-111-01	Project Road	RE Tranquility 8 Azul LandCo LLC; RE Tranquility 8 Azul LLC; RE Tranquility 8 LLC; RE Tranquility 8 Rojo LLC; RE Tranquility 8 Verde LLC	100'	Road Access	Non-exclusive	Instrument No. 2016-0118436; Instrument No. 2017-0014677 Instrument No. 2017-0075203; Instrument No. 2017-0075204 Instrument No. 2017-0077891; Instrument No. 2017-0077934
11	028-111-07	Underground Collection	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 41453; Book 3047, Page 193; re-recorded as Instrument No. 61112; Book 3090, Page 537
12	028-111-07	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
13	028-111-09	Overhead Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
13	028-111-09	Overhead Collection	Westlands Water District	65'	Water Pipeline	Non-exclusive	Instrument No. 43285
13	028-111-09	Overhead Collection	County ROW	100'	Public Road	Non-exclusive	
13	028-111-09	Overhead Collection	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 64838, Book 5721, Page 656
14	028-111-09	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
14	028-111-09	Underground Collection	Westlands Water District	70'	Water Pipeline	Non-exclusive	Instrument No. 64839, Book 7053, Page 876
14	028-111-10	Underground Collection	United States of America (USBR)	50'	Water Pipeline	Non-exclusive	Instrument No. 64142, Book 5353, Page 307
15	028-111-09	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
15	028-111-09	Underground Collection	Westlands Water District	70'	Water Pipeline	Non-exclusive	Instrument No. 64839, Book 7053, Page 876
15	028-111-10	Underground Collection	United States of America (USBR)	50'	Water Pipeline	Non-exclusive	Instrument No. 64142, Book 5353, Page 307
16	028-111-07	Overhead Transmission	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
17	028-111-10	Overhead Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
17	028-111-10	Overhead Collection	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 59050, Book 7289, Page 753
17	028-111-10	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
17	028-111-10	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 59050, Book 7289, Page 753
18	028-111-10	Overhead Transmission	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
18	028-111-10	Overhead Transmission	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 59050, Book 7289, Page 753
19	028-071-34	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
19	028-071-34	Project Road	Westlands Water District	65'	Water Pipeline	Non-exclusive	Instrument No. 43285
19	028-071-34	Project Road	County ROW	50'	Public Road	Non-exclusive	

19	028-071-34	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 59050, Book 7289, Page 753
20	028-071-34	Underground Collection	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 64839, Book 7053, Page 876
20	028-071-39	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
21	028-071-39	Underground Collection	United States of America (USBR)	130'	Water Pipeline	Non-exclusive	Instrument No. 89652, Book 7341, Page 845
21	028-071-39	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
22	028-071-39	Overhead Transmission	United States of America (USBR)	130'	Water Pipeline	Non-exclusive	Instrument No. 89652, Book 7341, Page 845
22	028-071-39	Overhead Transmission	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
23	028-071-47	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46
24	028-071-47	Project Road	United States of America (USBR)	85'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46

Scarlet Solar Energy Project

Second Addendum to Reclamation Plan

Prepared for

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

Prepared by

HELIX Environmental Planning, Inc.
11 Natoma Street, Suite 155
Folsom, CA 95630

July 2023 | 03062.00001.001

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Page

1.0 AMENDED NOTES

The Reclamation Plan, accepted on October 28, 2021, may be revised to state that a majority of the project site is presently owned by RE Scarlet LLC, a wholly owned subsidiary of EDP Renewables North America LLC. The Reclamation Plan may also be revised to state that the decommissioning costs by task are presented in Appendix B for solar, battery storage, and associated facility development, referred to as Phase I and Phase II of the project.

DUDEK
1701 WESTWIND DRIVE, SUITE 227
BAKERSFIELD, CALIFORNIA 93301
T 661.208.4127

Mr. Ejaz Ahmad, Planner
County of Fresno
Development Services Division
220 Tulare Street, Sixth Floor
Fresno, California 93721

June 23, 2023

Subject: Scarlet Phase I + II Solar Project Decommissioning Cost Estimate

Dear Mr. Ahmad,

At the request of Madison Novak of EDPR, I have reviewed the attached cost estimate. Methodologies for determining quantities and costs appear appropriate based on the Project Decommissioning Plan provided and based on the Fresno County Reclamation Plan Cost Estimate Guide. I find this cost estimate to be reasonable based on current pricing standards of the construction industry.

Please do not hesitate to contact me at 760.685.0735, or at cgreely@dudek.com should you have any questions.

Sincerely,

Charles Greely, PE, LEED AP, QSD
Principal Engineer

Att.: *Decommissioning Cost Estimate Excel Spreadsheet*

Appendix A

Scarlet Phase I + II Solar Project Decommissioning Cost Estimate

Table 1: Decommissioning Cost Summary Table

Dismantling Civil Components

	Labor Cost				Major Equipment Cost					
	Personnel	Total $/ Hr Rate [1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	Labor + Major Equipment Cost
Solar Photovoltaic Modules/ Panels[2]		-		$ 1,234,940.00		-			$ 66,970.00	
Electrician de-energizes circuits and disconnects module	6	$ 66.47	6000	$ 398,820.00			-			$ 1,301,910.00
General laborer dismounts modules and palletizes (for shipping)	6	$ 61.31	7000	$ 429,170.00			-			
Equipment operator utilizes forklift (to transfer onto transport truck)	4	$ 81.39	5000	$ 406,950.00	4	$ 250.00	$ 2,085.00	8	$ 66,970.00	
Battery Modules + Containers[3]		-		$ 70,179.80		-			$ 6,876.00	
Electrician/ BESS technician de-energizes circuits, disconnects BESS containers from distribution system, and ensures safe and secure container removal	4	$ 66.47	240	$ 15,952.80			-			
General laborer performs mechanical disconnection, frees BESS container from grade beams, and performs demolition of grade beam support structures	6	$ 61.31	300	$ 18,393.00			-			$ 77,055.80
Equipment operator utilizes crane	2	$ 91.53	200	$ 18,306.00	1	$ 250.00	$ 4,316.00	1	$ 4,566.00	
Equipment operator utilizes end loader	2	$ 87.64	200	$ 17,528.00	2	$ 250.00	$ 1,030.00	1	$ 2,310.00	
Solar Racking Structure		-		$ 23,832.00		-			$ 2,310.00	
General laborer unbolts and dissassembles	6	$ 61.31	160	$ 9,809.60			-			$ 26,142.00
Equipment operator utilizes end loader	2	$ 87.64	160	$ 14,022.40	2	$ 250.00	$ 1,030.00	1	$ 2,310.00	
Steel Piles		-		$ 87,221.00		-			$ 9,250.00	
General laborer performs removal	7	$ 61.31	1000	$ 61,310.00			-			$ 96,471.00
Equipment operator utilizes vibratory pier extractor	1	$ 86.37	300	$ 25,911.00	1	$ 250.00	$ 4,500.00	2	$ 9,250.00	
Fencing		-		$ 14,895.00		-			$ 2,310.00	
General laborer detaches fence and aggregates	4	$ 61.31	100	$ 6,131.00			-			$ 17,205.00
Equipment operator utilizes backhoe (to pull and load fence posts)	4	$ 87.64	100	$ 8,764.00	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	
Roads		-		$ 14,022.40		-			$ 4,370.00	
Equipment operator utilizes end loader	4	$ 87.64	160	$ 14,022.40	4	$ 250.00	$ 1,030.00	1	$ 4,370.00	$ 18,392.40
Support Facilities/ Buildings (including O&M building)		-		$ 11,916.00		-			$ 765.00	
General laborer performs demolition	6	$ 61.31	80	$ 4,904.80			-			$ 12,681.00
Equipment operator utilizes end loader	1	$ 87.64	80	$ 7,011.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Substation (transformers, switches, structures, equipment pads, and grounding grid, control building and electrical cabinets)		-		$ 40,360.20		-			$ 6,724.00	
Equipment Operator utilizes crane for control building and other electrical items (including structures)	1	$ 91.53	240	$ 21,967.20	1	$ 250.00	$ 4,316.00	1.5	$ 6,724.00	$ 47,084.20
General laborer removes oils from transformer, utilizes jack-and-slide mechanism for moving main power transformer, gathers cable, and disassembles metal structure	6	$ 61.31	300	$ 18,393.00			-			
Concrete Foundations (including PCS, transformer, substation structure, battery container, and O&M building support)		-		$ 11,916.00		-			$ 765.00	$ 12,681.00
General laborer performs demolition	4	$ 61.31	80	$ 4,904.80			-			
Equipment operator utilizes end loader	1	$ 87.64	80	$ 7,011.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Transmission Line Poles		-		$ 71,094.00		-			$ 11,192.00	
General laborer performs demolition	4	$ 61.31	300	$ 18,393.00			-			
Equipment operator utilizes end loader	1	$ 87.64	300	$ 26,292.00	1	$ 250.00	$ 1,030.00	2	$ 2,310.00	$ 82,286.00
Equipment operator utilizes crane to lift the poles out of the ground	1	$ 88.03	300	$ 26,409.00	1	$ 250.00	$ 4,316.00	2	$ 8,882.00	

Dismantling Electrical Components

	Labor Cost				Major Equipment Cost					
	Personnel	Total $/ Hr Rate [1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	Labor + Major Equipment Cost
Underground Conductors and Communications Cables		-		$ 14,001.00		-			$ 2,734.50	
General laborer pulls wire	2	$ 61.31	60	$ 3,678.60			-			$ 16,735.50
Equipment operator utilizes forklift	1	$ 81.39	60	$ 4,883.40	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes excavator	1	$ 90.65	60	$ 5,439.00	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Conductors and Messenger Support Cables		-		$ 13,820.40		-			$ 2,057.50	
General laborer removes conductors from tracker structures	2	$ 61.31	60	$ 3,678.60			-			$ 15,877.90
Equipment operator utilizes forklift	1	$ 81.39	60	$ 4,883.40	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	60	$ 5,258.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Power Conversion Stations (recombiner/ inverter/ transformer units)		-		$ 21,581.00		-			$ 4,566.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	100	$ 6,647.00			-			$ 26,147.00
General laborer cuts and removes conduit	2	$ 61.31	100	$ 6,131.00			-			
Equipment operator utilizes crane to place in truck	1	$ 88.03	100	$ 8,803.00	1	$ 250.00	$ 4,316.00	1	$ 4,566.00	
Load Break Disconnect Switches		-		$ 12,925.20		-			$ 765.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	60	$ 3,988.20			-			$ 13,690.20
General laborer cuts conduit/ wire	2	$ 61.31	60	$ 3,678.60			-			
Equipment operator utilizes end loader	1	$ 87.64	60	$ 5,258.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Additional Electrical Equipment (including sensors and weather stations)		-		$ 12,925.20		-			$ 250.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	60	$ 3,988.20			-			$ 13,175.20
General laborer cuts conduit/ wire	2	$ 61.31	60	$ 3,678.60			-			
Equipment operator utilizes end loader	1	$ 87.64	60	$ 5,258.40	1	$ 250.00	$ 1,030.00	0.5	$ 250.00	
MV Underground Collection Cabling (34.5 kV)		-		$ 19,259.40		-			$ 3,499.50	
General laborer decouples and loads on forklift	2	$ 61.31	60	$ 3,678.60			-			
Equipment operator utilizes forklift	1	$ 81.39	60	$ 4,883.40	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	$ 22,758.90
Equipment operator utilizes end loader	1	$ 87.64	60	$ 5,258.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Equipment operator utilizes excavator	1	$ 90.65	60	$ 5,439.00	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Cables (including project transmission line)		-		$ 17,832.00		-			$ 3,700.50	
Electrician disconnects cables	2	$ 66.47	60	$ 3,988.20			-			
Equipment operator utilizes crane to lower cable to the ground	1	$ 88.03	60	$ 5,281.80	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	$ 21,532.50
General laborer coils cable	2	$ 61.31	60	$ 3,678.60			-			
Equipment operator utilizes forklift to place cable on truck	1	$ 81.39	60	$ 4,883.40	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	

Site Final Restoration

	Labor Cost				Major Equipment Cost					
	Personnel	Total $/ Hr Rate [1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	Labor + Major Equipment Cost
Re-Grading of Site (after excavation and removal of underground materials and foundations)		-		$ 6,131.00		-			$ 4,324.00	$ 10,455.00
General operator utilizes grader	2	$ 61.31	100	$ 6,131.00	1	$ 400.00	$ 3,924.00	1	$ 4,324.00	
Site Rehabilitation (including seeding)[4]		-		$ 6,131.00		-			$ 105,291.75	$ 111,422.75
General laborer mows/ disks area with seeding	6	$ 61.31	100	$ 6,131.00			-		$ 105,291.75	

Hauling and Disposal/Recycling

	Hauling Cost					Disposal/Recycling Cost			
	Cost per Truck per Day	Weight	Tons per Truck	Trips per Day	Total	Disposal/Recycling Rate ($/ton)	Weight (ton)	Total	Total Hauling + Disposal Costs
General Refuse[5]	$ 1,650.00	75,445.10	24	4	$ 1,296,712.68	$ 26.75	75,445.10	$ 2,018,156.47	$ 3,314,869.15
Other Waste[6]	$ 1,650.00	45051.77	24	2	$ 1,548,654.53	$ 50.00	45,051.77	$ 2,252,588.40	$ 3,801,242.93

Project Administrative Fees

County Adminstrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors)	-	$ 20,000.00
SUBTOTAL		$ 9,079,815.43
Contingency (15%)		$ 1,361,972.31
TOTAL		$ 10,441,787.74

1. Estimate reflects use of prevailing wage scales.
2. Estimate assumes approximately 5.2 total solar panel dismantling labor hours per approximate solar panel impact acreage (approximately 1 total solar panel dismantling labor minute per solar panel).
3. Estimate assumes approximately 94 total battery dismantling labor hours per approximate battery impact acreage (approximately 3.2 total battery dismantling labor hours per battery container).
4. Estimate assumes that around 5% of the site (approximately 4,089 acres) will require seeding with a seeding material cost of approximately $515/ acre.
5. The general disposal/ recycling site address assumed for this estimate is located at 18950 W American Avenue, Kerman, CA 93630. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 17.5 miles from the project site to the facility (approximately 20 minutes). It is assumed that 4 trips will be made per day. Disposal/ Reycling rate is based on public County of Fresno fees effective July 2022.
6. The disposal/ recycling site address assumed for this estimate is located at 3243 S East Avenue, Fresno, CA 93725. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 37.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/ Reycling rate is based on estimations received from recycling centers.

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 2: Material Estimated Weight Summary Table	
Total Weight of General Refuse (ton)	**75,445.10**
Total Weight of Distribution Medium Voltage Overhead Poles (ton)	**50.00**
Total Weight of Distribution Poles (lb)	*100,000.00*
Weight of each Distribution Pole (lb)	*10,000.00*
Number of Distribution Poles	*10.00*
Total Weight of Transmission Line Poles (ton)	**131.10**
Total Weight of Transmission Line Poles (lb)	*262,200.00*
Pole 1A Weight (lb)	*4,300.00*
Pole 1B Weight (lb)	*4,350.00*
Pole 1C Weight (lb)	*4,300.00*
Pole 2A Weight (lb)	*3,750.00*
Pole 2B Weight (lb)	*3,750.00*
Pole 2C Weight (lb)	*5,450.00*
Pole 3 Weight (lb)	*12,600.00*
Pole 4 Weight (lb)	*11,900.00*
Pole 5 Weight (lb)	*12,600.00*
Pole 6 Weight (lb)	*11,900.00*
Pole 7A Weight (lb)	*3,750.00*
Pole 7B Weight (lb)	*3,750.00*
Pole 7C Weight (lb)	*5,500.00*
Pole 8 Weight (lb)	*13,230.00*
Pole 9 Weight (lb)	*13,230.00*
Pole 10 Weight (lb)	*13,230.00*
Pole 11 Weight (lb)	*12,600.00*
Pole 12 Weight (lb)	*13,230.00*
Pole 13 Weight (lb)	*13,230.00*
Pole 14 Weight (lb)	*12,600.00*
Pole 15 Weight (lb)	*12,600.00*
Pole 16 Weight (lb)	*12,600.00*
Pole 17 Weight (lb)	*12,600.00*
Pole 18A Weight (lb)	*6,000.00*
Pole 18B Weight (lb)	*7,950.00*
Pole 18C Weight (lb)	*6,000.00*
Pole 19 Weight (lb)	*12,600.00*
Pole 20 Weight (lb)	*12,600.00*
Total Weight of O&M Building (ton)	**21.50**
Total Weight of O&M Building (lb)	*43,000.00*
Total Weight of Control Building (ton)	**33.08**
Total Weight of Control Building (lb)	*66,152.00*
Total Weight of Piles (ton)	**12,701.97**
Total Weight of Piles (lb)	*25,403,939.20*
Total Weight of Pile Type W6x25 11.5' (lb)	*1,046,500.00*
Number of Pile Type W6x25 11.5'	*3,640.00*
Total Weight of Pile Type W6x25 11.5' (lb)	*287.50*
Total Weight of Pile Type W6x15 10.5' (lb)	*7,117,110.00*
Number of Pile Type W6x15 10.5'	*45,188.00*
Weight of Pile Type W6x15 10.5' (lb)	*157.50*
Total Weight of Pile Type W6x20 12.5' (lb)	*1,783,750.00*
Number of Pile Type W6x20 12.5'	*7,135.00*
Total Weight of Pile Type W6x20 12.5' (lb)	*250.00*
Total Weight of Pile Type W6x8.5 11' (lb)	*20,570.00*
Weight of Pile Type W6x8.5 11' (lb)	*93.50*
Number of Pile Type W6x8.5 11'	*220.00*
Total Weight of Pile Type W6x15 12' (lb)	*143,280.00*
Weight of Pile Type W6x15 12' (lb)	*180.00*
Number of Pile Type W6x15 12'	*796.00*
Total Weight of Pile Type W6x15 11' (lb)	*66,660.00*
Weight of Pile Type W6x15 11' (lb)	*165.00*
Number of Pile Type W6x15 11'	*404.00*
Total Weight of Pile Type W6x12 10.5' (lb)	*874,944.00*
Weight of Pile Type W6x12 10.5' (lb)	*126.00*
Number of Pile Type W6x12 10.5'	*6,944.00*
Total Weight of Pile Type W6x12 12.5' (lb)	*5,400.00*
Weight of Pile Type W6x12 12.5' (lb)	*150.00*
Number of Pile Type W6x12 12.5'	*36.00*
Total Weight of Pile Type W6x8.5 10.5' (lb)	*35,343.00*
Weight of Pile Type W6x8.5 10.5' (lb)	*89.25*

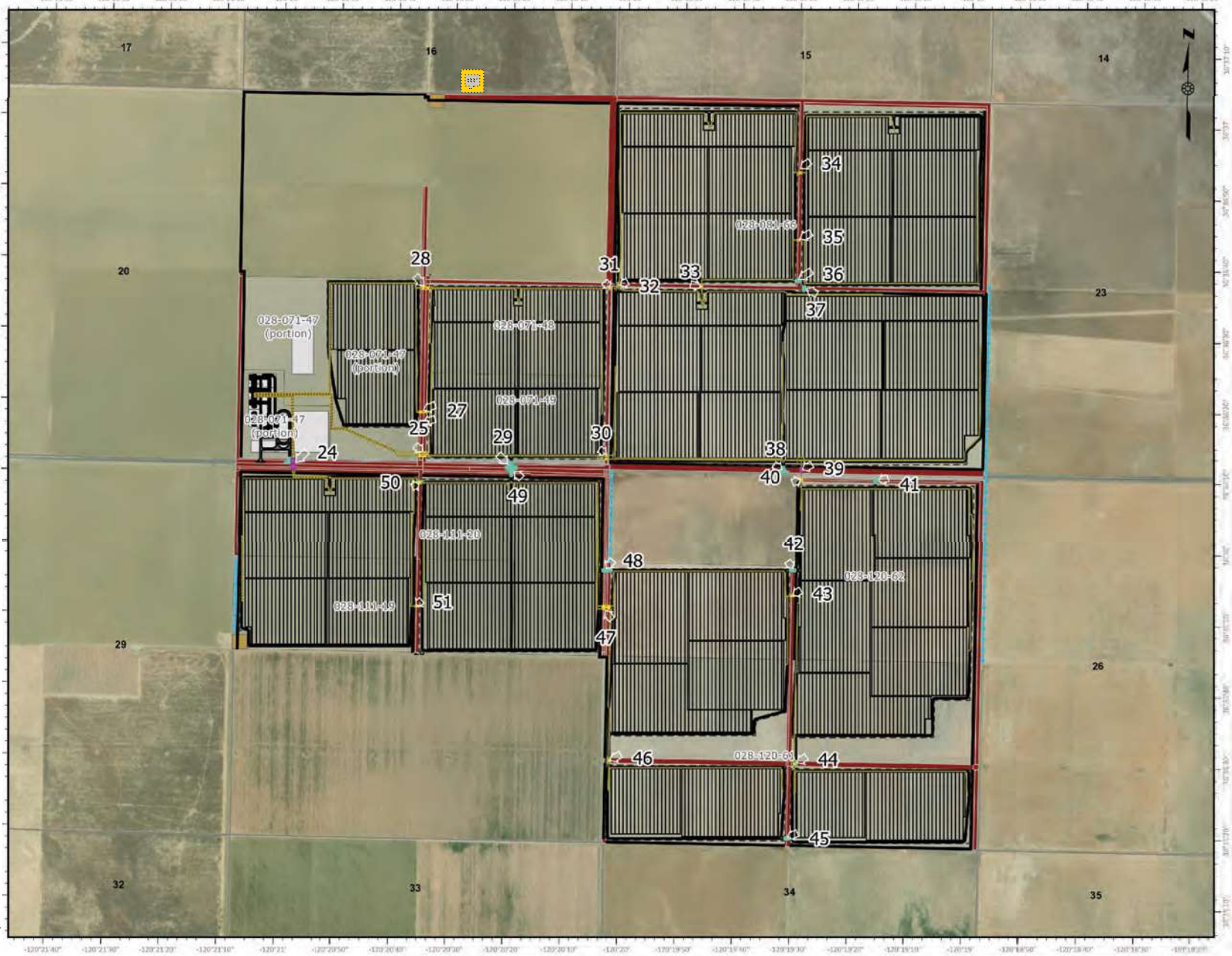
Number of Pile Type W6x8.5 10.5'	*396.00*
Total Weight of Pile Type W6x12 13' (lb)	*2,808.00*
Weight of Pile Type W6x12 13' (lb)	*156.00*
Number of Pile Type W6x12 13'	*18.00*
Total Weight of Pile Type W6x12 12' (lb)	*42,768.00*
Weight of Pile Type W6x12 12' (lb)	*144.00*
Number of Pile Type W6x12 12'	*297.00*
Total Weight of Pile Type W6x12 11' (lb)	*375,540.00*
Weight of Pile Type W6x12 11' (lb)	*132.00*
Number of Pile Type W6x12 11'	*2,845.00*
Total Weight of Pile Type W6x20 13' (lb)	*99,840.00*
Weight of Pile Type W6x20 13' (lb)	*260.00*
Number of Pile Type W6x20 13'	*384.00*
Total Weight of Pile Type W6x20 12' (lb)	*971,760.00*
Weight of Pile Type W6x20 12' (lb)	*240.00*
Number of Pile Type W6x20 12'	*4,049.00*
Total Weight of Pile Type W6x20 11.5' (lb)	*131,790.00*
Weight of Pile Type W6x20 11.5' (lb)	*230.00*
Number of Pile Type W6x20 11.5'	*573.00*
Total Weight of Pile Type W6X10.4 12.5' (lb)	*933,660.00*
Weight of Pile Type W6X10.4 12.5' (lb)	*130.00*
Number of Pile Type W6X10.4 12.5'	*7,182.00*
Total Weight of Pile Type W6X12 13.17' (lb)	*2,786,245.20*
Weight of Pile Type W6X12 13.17' (lb)	*158.04*
Number of Pile Type W6X12 13.17'	*17,630.00*
Total Weight of Pile Type W6X12 14' (lb)	*699,216.00*
Weight of Pile Type W6X12 14' (lb)	*168.00*
Number of Pile Type W6X12 14'	*4,162.00*
Total Weight of Pile Type W6X15 12.25' (lb)	*3,757,687.50*
Weight of Pile Type W6X15 12.25' (lb)	*183.75*
Number of Pile Type W6X15 12.25'	*20,450.00*
Total Weight of Pile Type W6X15 15.33' (lb)	*1,172,745.00*
Weight of Pile Type W6X15 15.33' (lb)	*229.95*
Number of Pile Type W6X15 15.33'	*5,100.00*
Total Weight of Pile Type W6X20 12.75' (lb)	*949,365.00*
Weight of Pile Type W6X20 12.75' (lb)	*255.00*
Number of Pile Type W6X20 12.75'	*3,723.00*
Total Weight of Pile Type W6X20 16.25' (lb)	*1,463,800.00*
Weight of Pile Type W6X20 16.25' (lb)	*325.00*
Number of Pile Type W6X20 16.25'	*4,504.00*
Total Weight of Pile Type W6X25 18.67' (lb)	*508,757.50*
Weight of Pile Type W6X25 18.67' (lb)	*466.75*
Number of Pile Type W6X25 18.67'	*1,090.00*
Total Weight of Pile Type W6X25 17.92' (lb)	*414,400.00*
Weight of Pile Type W6X25 17.92' (lb)	*448.00*
Number of Pile Type W6X25 17.92'	*925.00*
Total Weight of Inverters (ton)	**2,501.42**
Total Weight of Inverters (lb)	*5,002,833.00*
Total Weight of each Inverter type A (lb)	*3,426,015.00*
Weight of each Inverter type A (lb)	*30,865.00*
Number of Inverter type A	*111.00*
Total Weight of each Inverter type B (lb)	*1,576,818.00*
Weight of each Inverter type B (lb)	*30,918.00*
Number of Inverter type B	*51.00*
Total Weight of High Voltage Breakers (ton)	**17.10**
Total Weight of High Voltage Breakers (lb)	*34,200.00*
Weight of each High Voltage Breaker (lb)	*11,400.00*
Number of High Voltage Breakers	*3.00*
Total Weight of Low Voltage Breakers and Capacitor Banks (ton)	**45.90**
Total Weight of Low Voltage Breakers and Capacitor Banks (lb)	*91,800.00*
Weight of each Low Voltage Breaker and Capacitor Bank (lb)	*5,400.00*
Number of Low Voltage Breakers and Capacitor Banks	*17.00*
Total Weight of Cabling (ton)	**1,872.41**
Total Weight of Cabling (lb)	*3,744,822.31*
Total Weight of 350kCMIL DC Cabling (lb)	*51,446.64*
Weight of one Foot of 350kCMIL DC Cabling (lb/ft)	*0.45*
Feet of 350kCMIL DC Cabling (ft)	*113,820.00*
Total Weight of 500kCMIL DC Cabling (lb)	*146,610.92*
Weight of one Foot of 500kCMIL DC Cabling (lb/ft)	*0.61*

Feet of 500kCMIL DC Cabling (ft)	*238,780.00*
Total Weight of 750kCMIL DC Cabling (lb)	*2,420,473.70*
Weight of one Foot of 750kCMIL DC Cabling (lb/ft)	*0.90*
Feet of 750kCMIL DC Cabling (ft)	*2,683,452.00*
Total Weight of 1/3" 400 AC Cabling (lb)	*118,011.18*
Weight of one Foot of 1/3" 400 AC Cabling (lb/ft)	*0.88*
Feet of 1/3" 400 AC Cabling (ft)	*133,648.00*
Total Weight of 1/6" 500 AC Cabling (lb)	*285,377.96*
Weight of one Foot of 1/6" 500 AC Cabling (lb/ft)	*1.41*
Feet of 1/6" 500 AC Cabling (ft)	*201,966.00*
Total Weight of 1/6" 750 AC Cabling (lb)	*112,371.48*
Weight of one Foot of 1/6" 750 AC Cabling (lb/ft)	*1.85*
Feet of 1/6" 750 AC Cabling (ft)	*60,840.00*
Total Weight of 1/12" 1000 AC Cabling (lb)	*610,530.42*
Weight of one Foot of 1/12" 1000 AC Cabling (lb/ft)	*2.17*
Feet of 1/12" 1000 AC Cabling (ft)	*281,870.00*
Total Weight of Steel (ton)	**171.14**
Total Weight of Steel (lb)	*342,275.00*
Total 230KV H-Frame Deadend Structure Weight (lb)	*18,094.00*
230KV H-Frame Deadend Structure Weight (lb)	*18,094.00*
Number of 230KV H-Frame Deadend Structures	*1.00*
Total 230KV 1Ø Low Bus Support A Weight (lb)	*7,665.00*
230KV 1Ø Low Bus Support A Weight (lb)	*511.00*
Number of 230KV 1Ø Low Bus Support A	*15.00*
Total 230KV 1Ø Low Bus Support B Weight (lb)	*23,445.00*
230KV 1Ø Low Bus Support B Weight (lb)	*521.00*
Number of 230KV 1Ø Low Bus Support B	*45.00*
Total 230KV 1Ø High Bus Support A Weight (lb)	*23,868.00*
230KV 1Ø High Bus Support A Weight (lb)	*1,326.00*
Number of 230KV 1Ø High Bus B Supports	*18.00*
Total 230KV 1Ø High Bus Support B Weight (lb)	*23,886.00*
230KV 1Ø High Bus Support B Weight (lb)	*1,327.00*
Number of 230KV 1Ø High Bus Support A	*18.00*
Total 230KV 3Ø Low Switch Stand A Weight (lb)	*13,926.00*
230KV 3Ø Low Switch Stand A Weight (lb)	*2,321.00*
Number of 230KV 3Ø Low Switch Stand A	*6.00*
Total 230KV 3Ø Low Switch Stand B Weight (lb)	*19,656.00*
230KV 3Ø Low Switch Stand B Weight (lb)	*2,184.00*
Number of 230KV 3Ø Low Switch Stand B	*9.00*
Total 230KV 1Ø Current Transformer Stand A Weight (lb)	*2,214.00*
230KV 1Ø Current Transformer Stand A Weight (lb)	*738.00*
Number of 230KV 1Ø Current Transformer Stand A	*3.00*
Total 230KV 1Ø Current Transformer Stand B Weight (lb)	*2,208.00*
230KV 1Ø Current Transformer Stand B Weight (lb)	*736.00*
Number of 230KV 1Ø Current Transformer Stand B	*3.00*
Total 230KV 3Ø PG&E Metering Stand A Weight (lb)	*12,626.00*
230KV 3Ø PG&E Metering Stand A Weight (lb)	*6,313.00*
Number of 230KV 3Ø PG&E Metering Stand A	*2.00*
Total 230KV 3Ø PG&E Metering Stand B Weight (lb)	*6,873.00*
230KV 3Ø PG&E Metering Stand B Weight (lb)	*6,873.00*
Number of 230KV 3Ø PG&E Metering Stand B	*1.00*
Total 230KV 1Ø Voltage Transformer Stand A Weight (lb)	*4,107.00*
230KV 1Ø Voltage Transformer Stand A Weight (lb)	*1,369.00*
Number of 230KV 1Ø Voltage Transformer Stand A	*3.00*
Total 230KV 1Ø Voltage Transformer Stand B Weight (lb)	*4,470.00*
230KV 1Ø Voltage Transformer Stand B Weight (lb)	*745.00*
Number of 230KV 1Ø Voltage Transformer Stand B	*6.00*
Total 34.5KV 3 Bay Distribution Structure Weight (lb)	*26,436.00*
34.5KV 3 Bay Distribution Structure Weight (lb)	*8,812.00*
Number of 34.5KV 3 Bay Distribution Structures	*3.00*
Total 34.5KV 1Ø Neutral Grounding Resistor Stand A Weight (lb)	*811.00*
34.5KV 1Ø Neutral Grounding Resistor Stand A Weight (lb)	*811.00*
Number of 34.5KV 1Ø Neutral Grounding Resistor Stand A	*1.00*
Total 34.5KV 1Ø Neutral Grounding Resistor Stand B Weight (lb)	*817.00*
34.5KV 1Ø Neutral Grounding Resistor Stand B Weight (lb)	*817.00*
Number of 34.5KV 1Ø Neutral Grounding Resistor Stand B	*1.00*
Total 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand A Weight (l	*1,822.00*
34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand A Weight (lb)	*1,822.00*
Number of 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand A	*1.00*

Total 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand B Weight (lb	*1,842.00*
34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand B Weight (lb)	*1,842.00*
Number of 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand B	*1.00*
Total 34.5KV 3Ø Bus Support Stand A Weight (lb)	*848.00*
34.5KV 3Ø Bus Support Stand A Weight (lb)	*848.00*
Number of 34.5KV 3Ø Bus Support Stand A	*1.00*
Total 34.5KV 3Ø Bus Support Stand B Weight (lb)	*840.00*
34.5KV Bus Support Stand B Weight (lb)	*840.00*
Number of 34.5KV Bus Support Stand B	*1.00*
Total 34.5KV 3 Bay Terminator Stand A Weight (lb)	*10,572.00*
34.5KV 3 Bay Terminator Stand A Weight (lb)	*5,286.00*
Number of 34.5KV 3 Bay Terminator Stand A	*2.00*
Total 34.5KV 3 Bay Terminator Stand B Weight (lb)	*9,133.00*
34.5KV 3 Bay Terminator Stand B Weight (lb)	*9,133.00*
Number of 34.5KV 3 Bay Terminator Stand B	*1.00*
Total 80FT Static Pole A Weight (lb)	*19,752.00*
80FT Static Pole A Weight (lb)	*6,584.00*
Number of 80FT Static Pole A	*3.00*
Total 80FT Static Pole B Weight (lb)	*13,972.00*
80FT Static Pole B Weight (lb)	*6,986.00*
Number of 80FT Static Pole B	*2.00*
Total Control Building & Transformer PIT Stairs Weight (lb)	*2,353.00*
Control Building & Transformer PIT Stairs Weight (lb)	*2,353.00*
Number of Control Building & Transformer PIT Stairs	*1.00*
Total 34.5KV Distribution Structure A Weight (lb)	*11,547.00*
34.5KV Distribution Structure A Weight (lb)	*11,547.00*
Number of 34.5KV Distribution Structure A	*1.00*
Total 34.5KV Distribution Structure B Weight (lb)	*9,709.00*
34.5KV Distribution Structure B Weight (lb)	*9,709.00*
Number of 34.5KV Distribution Structure B	*1.00*
Total 34.5KV Distribution Structure C Weight (lb)	*9,005.00*
34.5KV Distribution Structure C Weight (lb)	*9,005.00*
Number of 34.5KV Distribution Structure C	*1.00*
Total 230KV Light Bracket Weight (lb)	*210.00*
230KV Light Bracket Weight (lb)	*30.00*
Number of 230KV Light Brackets	*7.00*
Total 34.5KV 4-Bay Terminator Stand Weight (lb)	*13,650.00*
34.5KV 4-Bay Terminator Stand Weight (lb)	*13,650.00*
Number of 34.5KV 4-Bay Terminator Stands	*1.00*
Total 34.5KV 3-Phase Riser Structure Weight (lb)	*4,445.00*
34.5KV 3-Phase Riser Structure Weight (lb)	*4,445.00*
Number of 34.5KV 3-Phase Riser Structures	*1.00*
Total 34.5KV H-Frame Deadend Structure Weight (lb)	*39,602.00*
34.5KV H-Frame Deadend Structure Weight (lb)	*19,801.00*
Number of 34.5KV H-Fram Deadend Structures	*2.00*
Total Transformer Platform Weight (lb)	*1,871.00*
Transformer Platform Weight (lb)	*1,871.00*
Number of Transformer Platforms	*1.00*
Total Weight of Trackers (ton)	**12,897.39**
Total Weight of Trackers (lb)	*25,794,789.16*
Total Torque Tube Weight (lb)	*21,631,181.85*
Torque Tube Weight (lb)	*165.15*
Number of Torque Tubes	*130,979.00*
Total Bearing Housing Assembly Weight (lb)	*2,021,209.71*
Bearing Housing Assembly Weight (lb)	*16.09*
Number of Bearing Housing Assemblies	*125,619.00*
Total Slew Gear Weight (lb)	*2,142,397.60*
Slew Gear Weight (lb)	*151.90*
Number of Slew Gears	*14,104.00*
Total Weight of Concrete (ton)	**4,888.44**
Weight of Substation Concrete Foundations (ton)	*3,619.61*
Volume of Substation Concrete Foundations (cubic yards)	*1,849.57*
Weight of 1 cubic yard of Concrete (ton)	*1.96*
Weight of Inverter Concrete Beam Foundations (ton)	*1,248.68*
Number of Inverter Concrete Beam Foundations	*122.00*
Volume of each Inverter Concrete Beam Foundation (cubic yards)	*5.22*
Weight of 1 cubic yard of Concrete (ton)	*1.96*
Weight of BESS Auxiliary Concrete Pads (ton)	*20.14*
Volume of BESS Auxiliary Concrete Pads (cubic yards)	*10.28*

Weight of 1 cubic yard of Concrete (ton)	*1.96*
Total Weight of Aggregate (ton)	**38,113.66**
Weight of Engineering Fill for Inverters (ton)	*1,976.80*
Volume of Engineering Fill for Inverters (cubic yards)	*1,412.00*
Weight of 1 cubic yard of Aggregate (ton)	*1.40*
Weight of Scarlet I BESS & Substation Support (ton)	*15,087.89*
Volume of Scarlet I BESS & Substation Support (cubic yards)	*10,777.07*
Weight of 1 cubic yard of Aggregate (ton)	*1.40*
Weight of Scarlet II BESS Support (ton)	*21,048.97*
Volume of Scarlet II BESS Support (cubic yards)	*15,034.98*
Weight of 1 cubic yard of Aggregate (ton)	*1.40*
Total Weight of Miscellaneous Waste (ton)	**2,000.00**
Total Weight of Other Waste (ton)	**45,051.77**
Weight of Solar Panels (ton)	**36,346.37**
Weight of Intact Solar Panels (lb)	72,692,736.03
Weight of each Panel (lb)	*67.53*
Number of Panels	*1,076,451*
Total Weight of Battery Containers (ton)	**8,349.60**
Total Weight of Battery Containers (lb)	*16,699,200.00*
Weight per Battery Container (lb)	*56,800.00*
Number of Battery Containers	*294.00*
Total Weight of Substation Transformer (ton)	**282.30**
Total Weight of Substation Transformer (lb)	*564,600.00*
Weight of each Substation Transformer (lb)	*282,300.00*
Number of Substation Transformers	*2.00*
Total Weight of Battery Auxiliary Transformer (ton)	**73.50**
Total Weight of Battery Auxiliary Transformer (lb)	*147,000.00*
Weight of each Battery Auxiliary Transformer (lb)	*24,500.00*
Number of Battery Auxiliary Transformers	*6.00*

Additional Input Data		
Labor Cost Data (from Prevailing Wage Data)		
Profession		**Total $/hr**
Electrician		$ 66.47
General Laborer		$ 61.31
Forklift Operator		$ 81.39
Crane Operator (45 tons and under)		$ 88.03
Crane Operator (100 tons and over)		$ 91.53
End Loader Operator/ Backhoe Operator		$ 87.64
Excavator Operator		$ 90.65
Piledriver Operator		$ 86.37
Major Equipment Cost Data		
Equipment	**Monthly Rate**	**Delivery**
Forklift	$ 2,085.00	$ 250.00
Crane	$ 4,316.00	$ 250.00
Grader	$ 3,924.00	$ 400.00
Backhoe-Loader	$ 1,030.00	$ 250.00
Vibratory Pile Extractor	$ 4,500.00	$ 250.00
Excavator	$ 2,384.00	$ 250.00



edp renewables

Scarlet Solar II Pre-Construction Overview Map

Date: 2/24/2023
NAD 1983 StatePlane California IV FIPS

0 0.125 0.25 0.375 0.5
Miles

- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet II Fencing
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- Project Parcels

edp renewables

Scarlet II
Pre-Construction
Section 22

Date: 2/24/2023

W Manning Ave
Area Shown

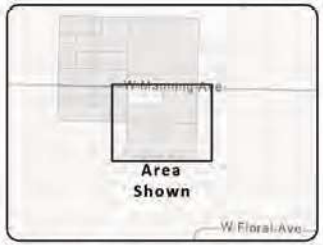
0 0.05 0.1 0.15 0.2 0.25
Miles

- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet II Fencing
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- Project Parcels

edp renewables

Scarlet II
Pre-Construction
Section 27

Date: 2/24/2023



0 0.05 0.1 0.15 0.2 0.25
Miles

- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet II Fencing
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- Project Parcels

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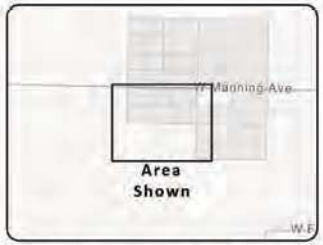
edp renewables

Scarlet II
Pre-Construction
Section 28

Date: 2/24/2023



0 0.05 0.1 0.15 0.2 0.25
Miles

- Underground Collection
- Overhead Collection Crossing
- Underground Collection Crossing
- Project Roads
- Project Road Crossing
- Solar Panel Area
- Project Substation, Battery, and O&M Facilities
- Existing Pipelines
- Scarlet II Fencing
- Existing Easements
- WWD Groundwater Easement
- WWD Drill Island
- Project Parcels

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Crossing Number	APN	Scarlet Improvement	Easement/Rights Holder	Easement Width	Easement/Document Purpose	Exclusivity	Recording Information
24	028-071-47	Project Road	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46
24	028-071-47	Project Road	Westlands Water District	15'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
24	028-071-47	Overhead Collection	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46
24	028-071-47	Overhead Collection	Westlands Water District	15'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
24	028-111-20	Overhead Collection	County ROW	50'	Public Road	Non-exclusive	
24	028-111-20	Overhead Collection	Westlands Water District	65'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
25	028-071-47	Overhead Collection	United States of America (USBR)	70'	Water Pipeline	Non-exclusive	Instrument No. 47626, Book 5329, Page 46
25	028-071-47	Overhead Collection	Westlands Water District	15'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
26	028-071-47	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
26	028-071-47	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 54340 in Book 7035, Page 857
27	028-071-47	Project Road	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
27	028-071-47	Project Road	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 54340 in Book 7035, Page 857
28	028-071-47	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
28	028-071-47	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 54340 in Book 7035, Page 857
29	028-071-47	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 53848 in Book 7035, Page 16
29	028-071-47	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 54340 in Book 7035, Page 857
30	028-071-48	Underground Collection	PG&E	50'	Transmission Line	Non-exclusive	Instrument No. 56945 in Book 2292, Page 448
31	028-081-66	Project Road	Westlands Water District	60'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
31	028-081-66	Underground Collection	Westlands Water District	60'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
32	028-081-66	Underground Collection	PG&E	50'	Transmission Line	Non-exclusive	Instrument No. 56945 in Book 2292, Page 448
33	028-081-66	Underground Collection	Westlands Water District	60'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
34	028-081-66	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
35	028-081-66	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
36	028-081-66	Project Road	Westlands Water District	60'	Water Pipeline	Non-exclusive	Instrument No. 43285 in Book 7017, Page 349
Crossing Number	**APN**	**Scarlet Improvement**	**Easement/Rights Holder**	**Easement Width**	**Easement/Document Purpose**	**Exclusivity**	**Recording Information**
37	028-081-66	Project Road	Westlands Water District	85'	Water Pipeline	Non-exclusive	Instrument No. 24736 in Book 5294, Page 400
37	028-081-66	Project Road	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 55947 in Book 5341, Page 497
38	028-081-66	Overhead Collection	Westlands Water District	85'	Water Pipeline	Non-exclusive	Instrument No. 24736 in Book 5294, Page 400
38	028-081-66	Overhead Collection	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 55947 in Book 5341, Page 497
39	028-120-62	Underground Collection	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 34599 in Book 5570, Page 217
39	028-120-62	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 63163 in Book 7297, Page 10
40	028-120-62	Project Road	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 34599 in Book 5570, Page 217
40	028-120-62	Project Road	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 63163 in Book 7297, Page 10
41	028-120-62	Project Road	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 63163 in Book 7297, Page 10
41	028-120-62	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
42	028-120-62	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 63163 in Book 7297, Page 10
42	028-120-62	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
43	028-120-61	Project Road	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 59942 in Book 3088, Page 121
44	028-120-61	Underground Collection	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 59942 in Book 3088, Page 121
45	028-120-61	Project Road	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 59942 in Book 3088, Page 121
45	028-120-61	Underground Collection	PG&E	75'	Transmission Line	Non-exclusive	Instrument No. 59942 in Book 3088, Page 121
46	028-120-62	Project Road	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
46	028-120-62	Project Road	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 43681 in Book 5323, Page 284

46	028-120-62	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
47	028-120-62	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
47	028-120-62	Underground Collection	Westlands Water District	55'	Water Pipeline	Non-exclusive	Instrument No. 43681 in Book 5323, Page 284
47	028-120-62	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
48	028-111-20	Project Road	Westlands Water District	115'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
48	028-111-20	Project Road	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203
48	028-111-20	Project Road	State of California	(Relinquished abutter's rights)	Road Conveyance	Non-exclusive	Instrument No. 55947, in Book 5341, Page 497
Crossing Number	**APN**	**Scarlet Improvement**	**Easement/Rights Holder**	**Easement Width**	**Easement/Document Purpose**	**Exclusivity**	**Recording Information**
49	028-111-20	Project Road	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
49	028-111-20	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
50	028-111-20	Underground Collection	Westlands Water District	75'	Water Pipeline	Non-exclusive	Instrument No. 43285, in Book 7017, Page 349
50	028-111-20	Underground Collection	Westlands Water District	30'	Water Pipeline	Non-exclusive	Instrument No. 2021-0161203

Reviewed and Accepted April 9, 2025
Fresno County Department of Public Works and Planning

David A. Randall, Senior Planner

Scarlet Solar Energy Project

Third Addendum to Reclamation Plan

Prepared for

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

Prepared by

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

April 2025 | 03062.00001.001

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ACRONYMS AND ABBREVIATIONS

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

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1.0 INTRODUCTION

1.1 PURPOSE OF THE PLAN

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

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

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

1.2 PREVIOUS ADDENDA

The Scarlet Reclamation Plan was initially accepted by the Fresno County Public Works and Planning Department on October 28, 2021. Since October 2021, the Plan has been revised, first in June 2022 to include project decommissioning costs, and subsequently in July 2023 to note that the project site is now entirely owned by RE Scarlet LLC, a wholly owned subsidiary of EDP Renewables North America LLC, and update project decommissioning costs.

The revision to the Plan in July 2024, adds a description of Phase I, Phase II, Phase III, and Phase IV of future project decommissioning and post-operational restoration of the Scarlet Solar Energy Project site. The addendum was precipitated by an amendment to the original Conditional Use Permit (CUP) No. 3555 which divided the single entitled project into four separate entitlements that allows the individual phases to perform reclamation independently, and to allow the corresponding financial sureties to be released independently.

1.3 THIRD ADDENDUM

This Plan is the third addendum to the Scarlet Reclamation plan and amends Reclamation Section I (CUP No. 3789), and Reclamation Section IV (CUP No. 3792) to reflect a minor boundary change to allow for optimal location of common improvements for transmission lines within the overall project to connect to the Sonrisa CUP No. 3677, which is contiguous to the project.

1.4 FRESNO COUNTY SOLAR FACILITY GUIDELINES

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

1.5 PROJECT LOCATION AND OVERVIEW

The project site is an approximately 3,766-acre site located in unincorporated Fresno County, approximately 3.5 miles west-southwest of the community of Tranquillity and approximately 6.5 miles east of Interstate 5 (I-5). The existing Pacific Gas and Electric Company's (PG&E) Tranquillity Solar Generating Facility is approximately 0.75 mile west of the project site. The project site would encompass 11 parcels[1] generally located south of West South Avenue, north of West Dinuba Avenue, east of South Ohio Avenue and State Route (SR) 33 (South Derrick Avenue), and west of South San Mateo Avenue. Some of the parcels originally described in the EIR have since been re-numbered after EDP Renewables North America LLC purchased the land from Westlands Water District. All of the parcels in the project site are currently owned by EDP Renewables North America LLC. Prior to EDP Renewables North America LLC purchasing the land, the project site encompassed 24 parcels[2], as outlined in the Scarlet Solar Project EIR (County 2021).

The project is anticipated to be constructed in three continuous phases. Of the 11 parcels, Phase I would encompass 2 entire parcels and a portion of another parcel, Phase II would encompass 6 entire parcels and a portion of another parcel, and Phase III as well as shared facilities across all phases would encompass at least 2 parcels. Portions of parcel 028-111-71 would be used for both Phase I and Phase II. Refer to Figure 1, *Regional Location Map*, in Appendix A for the project site in the region, and Figure 2, *Site Location Map*, for an aerial image of the project site.

The project is proposed to construct, operate, maintain, and decommission a 400-megawatt (MW) solar photovoltaic (PV) electricity generating facility, energy storage system, and associated infrastructure. The project would provide solar power to utility customers by interconnecting to the regional electricity grid at PG&E Tranquillity Switching Station.

The project would operate year-round to generate solar electricity during daylight hours and would store and dispatch power to the energy storage system during both daylight and non-daylight hours. The project is anticipated to be constructed in four phases. Phase I and Phase IV are currently under construction, and construction of Phase II began in October of 2023. Construction of Phase III is anticipated to start in late 2024 or early 2025. Refer to Figure 2 in Appendix A for an aerial image of the four phases.

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

[1] The current project parcels include: 028-071-47 (Shared Facility), 028-071-48, 028-071-49, 028-071-56, 028-081-66, 028-101-84 (Shared Facility; Portion), 028-111-20 (Portion), 028-111-71, 028-111-72, 028-120-61, and 028-120-62.

[2] The project parcels as described in the 2021 EIR include: 028-071-34, 028-071-39, 028-071-47 (Shared Facility), 028-071-48, 028-071-49, 028-081-66, 028-101-72 (Shared Facility; Portion), 028-101-74 (Shared Facility; Portion), 028-111-01, 028-111-02 (Portion), 028-111-04, 028-111-06, 028-111-07, 028-111-09, 028-111-10, 028-111-13, 028-111-14, 028-111-15, 028-111-16 (Portion), 028-111-17, 028-111-19 (Portion), 028-111-20 (Portion), 028-120-61, and 028-120-62.

- Groups of solar arrays (arrays include PV modules and steel support structures, electrical inverters, transformers, cabling, and other infrastructure);
- One electrical substation;
- A switchyard, including one high-voltage 230 kV utility switchyard, telecommunications infrastructure, and two 65-foot high dead-end structures;
- Approximately 3.5 miles of 230 kV generation intertie (gen-tie) transmission line (from the substation and the project 230 kV switchyard) to connect to the existing PG&E Tranquillity Switching Station;
- Improvements to PG&E electrical infrastructure, including a minor expansion of PG&E's Tranquillity Switching Station and approximately 1,900 feet of PG&E 230 kV transmission line to connect the 230 kV gen-tie line to the Tranquillity Switching Station;
- Up to 400 MW energy storage system, consisting of battery or flywheel enclosures and electrical cabling; and
- Other necessary infrastructure, including one permanent operations and maintenance (O&M) building, a septic system and leach field, a supervisory control and data acquisition (SCADA) system, a meteorological data system, buried conduit for electrical wires, overhead collector lines, on-site access roads, a shared busbar,[3] lighting, and wildlife-friendly security fencing.

This project is anticipated to remain in operation for up to 35 years from completion of construction. Figure 3, *Site Plan*, in Appendix A shows the location of the components of the proposed project and associated facilities for all four phases.

2.0 RECLAMATION PLAN CONTENT

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

1. Description of present use of the site;

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

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

Section 1.3 includes a description of the proposed project facilities. The PV modules will be installed on steel posts supported by piles. Inverters, transformers, substations, electrical storage system containers,

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

and the O&M building will be installed on concrete pads. The collection system will be installed overhead and/or underground. Additional facilities include the 230 kV utility switchyard, telecommunications infrastructure, two 65-foot-high dead-end structures, SCADA system, meteorological data system, septic system with leach field, and wildlife-friendly security fencing.

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

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

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

The entire project site is presently owned by RE Scarlet LLC, a wholly-owned subsidiary of EDP Renewables North America LLC. Approximately 76 acres of federally owned land are surrounded by the project site but are not proposed to be included in the project.

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

    a. Timeline for completion of reclamation after solar facility lease has terminated (identify phasing if needed);
    b. Handling of any hazardous chemicals/materials to be removed;
    c. Removal of all equipment, structures, buildings, and improvements at and above grade;
    d. Removal of any below-grade foundations;
    e. Removal of any below-grade infrastructure (cables/lines, etc.) that are no longer deemed necessary by the local public utility company;
    f. Detail any grading necessary to return the site to original grade;
    g. Type of crops to be planted; and
    h. Irrigation system details to be used (existing wells, pumps, etc. should remain throughout the solar facility use);

Procedures to remove the facility and restore the project back to pre-project conditions are included in Section 3 of this Plan. In consideration of these restrictions, this Plan contemplates decommissioning the project and stabilizing the site but does not propose additional actions to restore agricultural capacity to the property beyond its present condition on those parcels.

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

A Site Plan is included in Appendix A.

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

Per the Solar Facility Guidelines for a Final Reclamation Plan, the engineer cost estimate to implement the Reclamation Plan for each Phase of the Reclamation is included in this Plan as Appendix B.

8. Financial assurances equal to the cost of reclaiming the land to its previous agricultural condition shall be submitted to ensure the reclamation is performed according to the approved plan. Financial assurances shall be made to the County of Fresno and may take the form of a cash or escrow deposit that complies with Section 66499 of the California Government Code, et seq.;

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

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

As discussed under item 4, above, RE Scarlet LLC, a wholly-owned subsidiary of EDP Renewables North America LLC, owns the entire project site.

3.0 BASELINE CONDITIONS

3.1 SOIL CONDITIONS

Table 1, *Project Site Soils Land Capability Classification and Storie Index Scores*, describes the project's soil classifications according to various systems used in California. Refer to Figure 4, *Soils Map*, in Appendix A for the distribution of soils on the project site. The majority of the site consists of the Tranquillity clay and Ciervo clay as only 0.01 acre of Calfax clay soil exists on-site.

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

Map Symbol	Mapping Unit	Acres	Proportion Project Site	LCC Rating	LCC Rating Value	Storie Index Rating	Storie Index Rating Class
286	Tranquility clay, saline-sodic, wet	2,394.6	0.64	IIIw	60	5	Grade 5 – Poor
461	Ciervo clay, saline-sodic, wet	1,371.6	0.36	IIIs	60	26	Grade 4 – Poor
482	Calfax clay loam, saline-sodic, wet	0.01	0.00	IIIs	60	39	Grade 4 – Poor
	TOTAL	**3,766.21**	**1.00**	--	--	--	

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

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

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

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

3.2 HISTORICAL AGRICULTURAL USE

The project site is primarily dry-farmed agriculture that has been intermittently irrigated. For the past 10 years, the project site has been in low-yield agricultural production (tilled, seeded, and harvested for winter wheat); intermittently irrigated (drip or sprinkler) and harvested for alfalfa seed or other crops; or disced twice a year and left fallow. The site is subject to high levels of selenium and a water table that does not provide sufficient drainage for most commercially irrigated crops.

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

4.0 PROJECT FACILITY AND EQUIPMENT

The project will be comprised of solar panels, inverters, access roads, an O&M building, septic system and leach field, and electrical equipment including substations, battery storage enclosures, and wiring.

The site will be secured by an up to 8-foot-high chain link perimeter fence, topped with three-strand barbed wire, through which multiple points of ingress/egress would be accessed by locked gates.

4.1 FOUNDATIONS

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

4.2 SOLAR PV ARRAYS AND RACKING

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

4.3 ENERGY STORAGE SYSTEM

The project will include a battery storage system capable of storing up to 400 MW of electricity and conducting energy to the regional electricity grid. The battery storage system will be located in the southwestern portion of parcel 028-071-47. The storage system will consist of battery banks housed in electrical enclosures and buried electrical conduit. The project will use one of a number of commercially available energy storage technologies, including but not limited to Lithium-ion (Li-ion) or flow batteries. The energy storage system will be concentrated in one location on the site, connected to the PV array via alternating current ("AC-coupled").

4.4 ELECTRICAL COLLECTION, INVERTERS, AND TRANSFORMERS

Panels will be electrically connected into panel strings using wiring attached to the panel racking system. Panel strings will be electrically connected to one other via overhead and/or underground wiring installed from the panel strings to combiner boxes located throughout the PV arrays. Wire depths will be in accordance with local, state, and federal codes, and will likely be buried at a minimum of 18 inches below grade by excavating a trench wide enough to accommodate the cables. To accommodate the cables, a polyvinyl chloride (PVC) conduit may be installed in the trench, or, alternatively, cable rated for direct burial would be installed. Where used, overhead cables will be installed on wood poles up to 50 feet in height.

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

4.5 SUBSTATION AND GEN-TIE TRANSMISSION LINES

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

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

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

The gen-tie structures will include tubular steel poles and H-frame structures with foundations excavated to a depth of 20 feet or more. The overhead gen-tie line will be up to approximately 3.5 miles long and consist of up to 30 structures. The structures could be up to 150 feet tall, although most would likely be no more than 110 feet. Overhead gen-tie lines are anticipated to be shared with the proposed Sonrisa Solar Energy Project and would be located on parcel 028-101-84.

4.6 SUPPORT FACILITIES

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

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

4.7 FENCING

A dual purpose security and wildlife fence will be constructed around the project and will enclose all operational areas throughout the lifetime of the project through decommissioning. The fence design will reach up to 8 feet high and will consist of approximately 6-foot-high chain-link galvanized metal fence topped by three strands of barbed wire approximately one foot high.

4.8 DRIVEWAYS

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

5.0 DECOMMISSIONING AND RESTORATION PROCESS

Decommissioning of the project is assumed to begin approximately 35 years after operation of the project is initiated. Project decommissioning may incorporate sale and/or recycling of some components; however, this Draft Reclamation Plan assumes that all equipment and facilities within and associated with the facility will be removed.

All decommissioning, reclamation, and restoration activities will adhere to the requirements of appropriate governing authorities, and will be in accordance with all applicable federal, provincial, and local permits. The reclamation and restoration process comprises removal of above ground structures;

removal of below ground foundations and infrastructure; and restoration of topsoil, re-vegetation, and seeding. Appropriate temporary (construction-related) erosion and sedimentation control best management practices (BMP) will be used during the reclamation phase of the project. The BMPs will be inspected on a regular basis to ensure their function.

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

Construction of the Scarlet Solar Energy Project will occur in four phases. Construction of Phases I and II is complete, with Phase IV mostly complete. Construction of Phase III is anticipated to start in late 2025. Phase IV will include the construction of energy facilities that will be shared by the Scarlet Solar Energy Project and the proposed Sonrisa Solar Energy Project. The shared facilities will be located on parcels 028-071-47, 028-101-84, 028-071-39, 028-071-34, 028-111-01, 028-111-07, 028-111-10, 028-111-13, 028-111-14, 028-111-15, 028-111-16, 028-111-17, and 028-111-19. Phase IV is shown on Figure 2 in Appendix A. Note that Phase IV boundaries are approximate at this time and legal descriptions would be provided to support any Reclamation Agreement. It is anticipated that the Scarlet Solar Energy Project and the proposed Sonrisa Energy Project will share a general substation and O&M facility and parking area located in the southwestern portion of parcel 028-071-47. Additionally, shared transmission lines will be located on portions of parcels 028-101-84, 028-071-39, 028-111-01, 028-111-07, 028-111-10, 028-111-13, 028-111-14, 028-111-15, 028-111-16, 028-111-17, and 028-111-19.

Similar to the construction of the project, decommissioning of the project will occur in four phases. Infrastructure that solely support Phase I, Phase II, and Phase III will be decommissioned at the end of the useful life of each phase. The decommissioning of any of Phases I through IV infrastructure could occur independently of the other phase and would not need to be decommissioned in a particular order. All infrastructure that will be shared across phases (Phase IV) as well as across projects (Scarlet Solar Energy Project and proposed Sonrisa Solar Energy Project) will be decommissioned at the end of the last phase that utilizes that infrastructure. In other words, reclamation of the infrastructure that would be shared across projects will occur within 24 months of either: (i) the later of the expiration of the Sonrisa Solar Energy Project or the Scarlet Solar Energy Project's CUP or (ii) the abandonment of both the Sonrisa Solar Energy Project and the Scarlet Solar Energy Project without the project owner making efforts to cure a disruption of electricity production, whichever occurs first.

5.1 SITE PREPARATION ACTIVITIES

The project site will be prepared prior to commencement of decommissioning and salvage activities (including removal of facilities, Section 5.3, and site restoration, Section 5.5). These preparatory measures will include electrical inspections as well as inspections of any water tanks on site, access routes, drainage crossings, security fences, and gates to ensure all such components are safe and functional. Following these inspections, preparatory measures may be required including, but not limited to, electrical improvements, road improvements, as-needed vegetation clearing, fencing and gate repair, and removal and disposal of materials generated from the above-listed activities. Creation of temporary work area(s) to provide sufficient area for the lay-down of the disassembled project components and loading onto trucks will be required.

5.2 REMOVAL OF FACILITIES

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

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

1. Solar Array and Rack Disassembly

    a. The solar facility will be disconnected from the utility power grid.

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

    c. Aboveground and underground electrical interconnection and distribution cables that are no longer deemed necessary by the local public utility company will be removed to approximately three feet below ground surface and disposed of or recycled off-site by an approved recycling facility.

    d. PV module racking systems will be removed and may be recycled off-site by a metals recycler. The racking structure supporting the PV panels will be unbolted and disassembled using standard hand tools. The vertical steel piles, poles, and posts supporting the racks and all steel support piles will be completely removed and transported off-site for salvage or reuse. Other equipment and/or material will be removed from the site for resale, scrap value, recycled, or disposal depending on market conditions.

2. Pier and Foundation Removal

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

3. Electrical Demolition

    a. Electrical demolition includes the electrical equipment and infrastructure. DC combiner boxes, power aggregation wiring, Power Conversion Stations (DD recombiner/inverter/ transformer modular units), sensors, weather stations, the gen-tie line connecting to the substation. Power Conversion Stations will be removed by cutting and removing the conduit and using a crane to place the unit in a salvage truck. All additional above ground cables would be cut and removed, including above ground conductors and grounding cable, and overhead lines. Decommissioning will require dismantling and

removal of all aboveground electrical equipment and conduit or improvements placed above or below ground. Removal of substation equipment includes transformers, switches, structures, overhead lines, equipment pads, and grounding grid. Underground equipment to be removed consists of underground cables, conduit, and electrical lines. Equipment will be de-energized prior to removal; salvaged (where possible); placed in appropriate shipping containers; and secured in a truck transport trailer for transport off-site. All conductors are assumed to be removed and aggregated for recycling. All subterranean conduit, Power Conversion Stations, and other electrical equipment will be removed for off-site recycling or disposal. All decommissioning, recycling, and disposal of electrical devices, equipment and wiring/cabling will be conducted in accordance with applicable local, state, and federal standards and guidelines.

b. The gen-tie to the PG&E Tranquillity Switching Station will be removed. Overhead electrical lines and poles will be removed and recycled, reused, or disposed of in accordance with regulatory requirements at the time of decommissioning, and holes from pole removal will be filled with clean fill.

4. Civil Site Reclamation

   a. The septic system and leach field will be removed.

   b. Fencing will be removed and will be recycled off-site by an approved recycler.

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

5.3 DEBRIS MANAGEMENT, DISPOSAL, AND RECYCLING

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

5.4 HAZARDOUS WASTE

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

5.5 SITE RESTORATION

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

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

material resulting from on-site decommissioning activities. After proper sub-grade depth is established, locally-sourced topsoil would be placed to a depth and density consistent with adjacent properties.

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

6.0 DECOMMISSIONING COSTS AND FINANCIAL ASSURANCES

6.1 ESTIMATED COST AND SALVAGE VALUES

The estimated budget will present a probable cost, in present value, for the decommissioning based on the assumption that the solar modules, module support structures, racking, electrical system, interconnection facilities, and other project components may be disassembled and recycled and disposed of following completion of the solar electric power system. Per the Solar Facility Guidelines for a Final Reclamation Plan, the engineer cost estimate to implement the Reclamation Plan will be provided following project approval and will be included in this Plan as Appendix B. The cost estimates are applicable for a five-year period from the date of submission.

6.2 FINANCIAL GUARANTEES FOR DECOMMISSIONING

In accordance with CUP No. 3555 Condition of Approval 5, prior to the issuance of the grading permit, the project owner will provide financial assurance in an amount sufficient to reclaim the site to its previous conditions in accordance with the approved Reclamation Plan. Financial assurances will be made to the County of Fresno and maintained through a cash or escrow deposit.

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

7.0 REFERENCES

Fresno, County of (Fresno County). 2021. Scarlet Solar Energy Project EIR. Accessed July 25, 2023 at: https://ceqanet.opr.ca.gov/2018091022/2

2020. Guidelines for Preparing a Solar Electrical Generation Facility Reclamation Plan. Accessed June 2020. Available at: https://www.co.fresno.ca.us/departments/public-works-planning/divisions-of-public-works-and-planning/development-services-division/planning-and-land-use/photovoltaic-facilities-p-3106.

2017. Solar Facility Guidelines. Revised by the Board of Supervisors on December 12. Available at: https://www.co.fresno.ca.us/departments/public-works-planning/divisions-of-public-works-and-planning/development-services-division/planning-and-land-use/photovoltaic-facilities-p-1621.

Natural Resource Conservation Service, United States Department of Agriculture (NRCS). 2023. Custom Soil Resource Report for Scarlet Solar Energy Project. Accessed on July 26, 2023 at https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx.

United States Department of Agriculture (USDA). 2006. Soil Survey for Fresno County, California. May. Available at: https://www.waterboards.ca.gov/waterrights/water_issues/programs/bay_delta/california_waterfix/exhibits/docs/dd_jardins/part2/ddj_264.pdf

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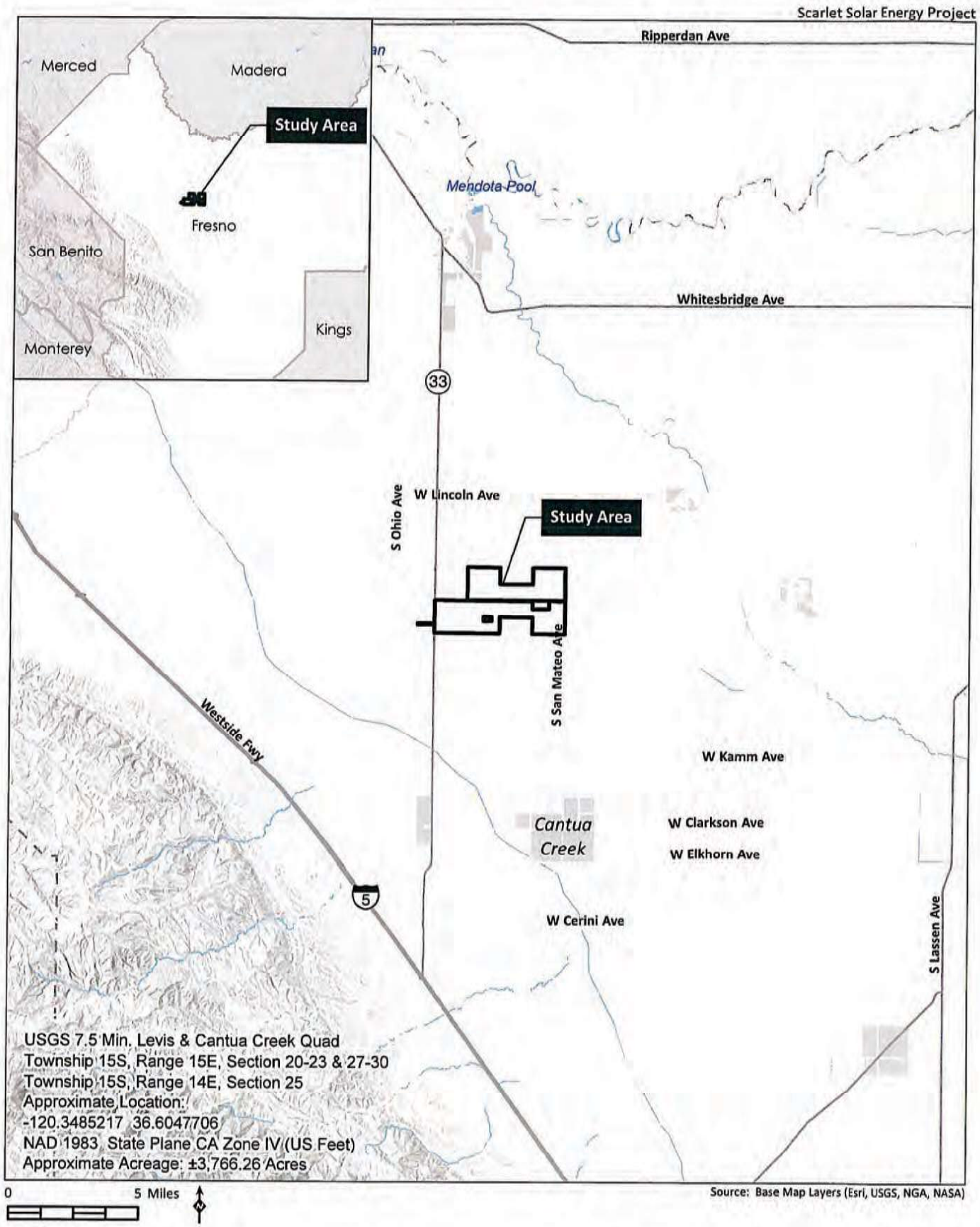
Appendix A

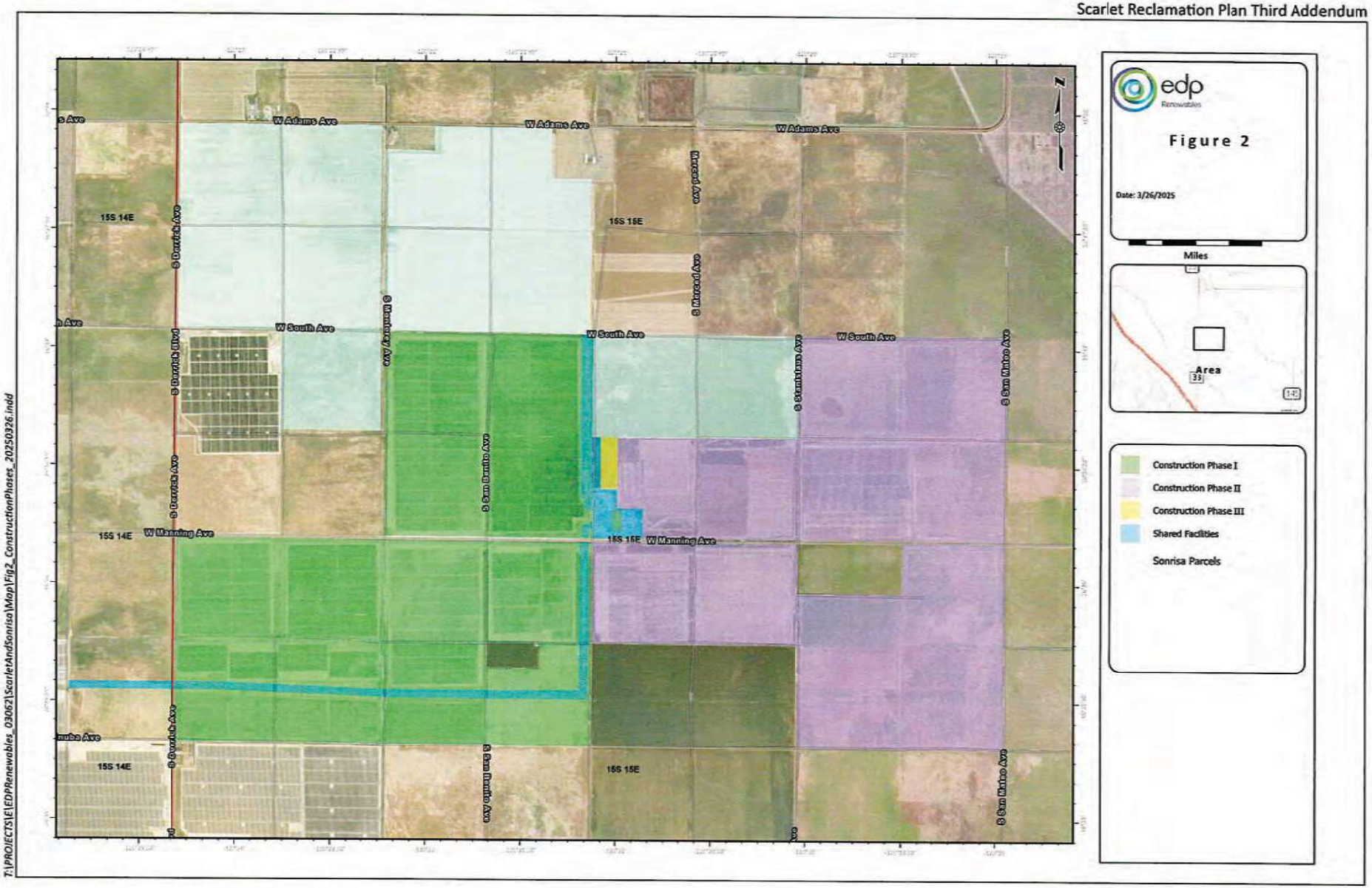
Figures



HELIX Environmental Planning

Regional Location Map

Figure 1



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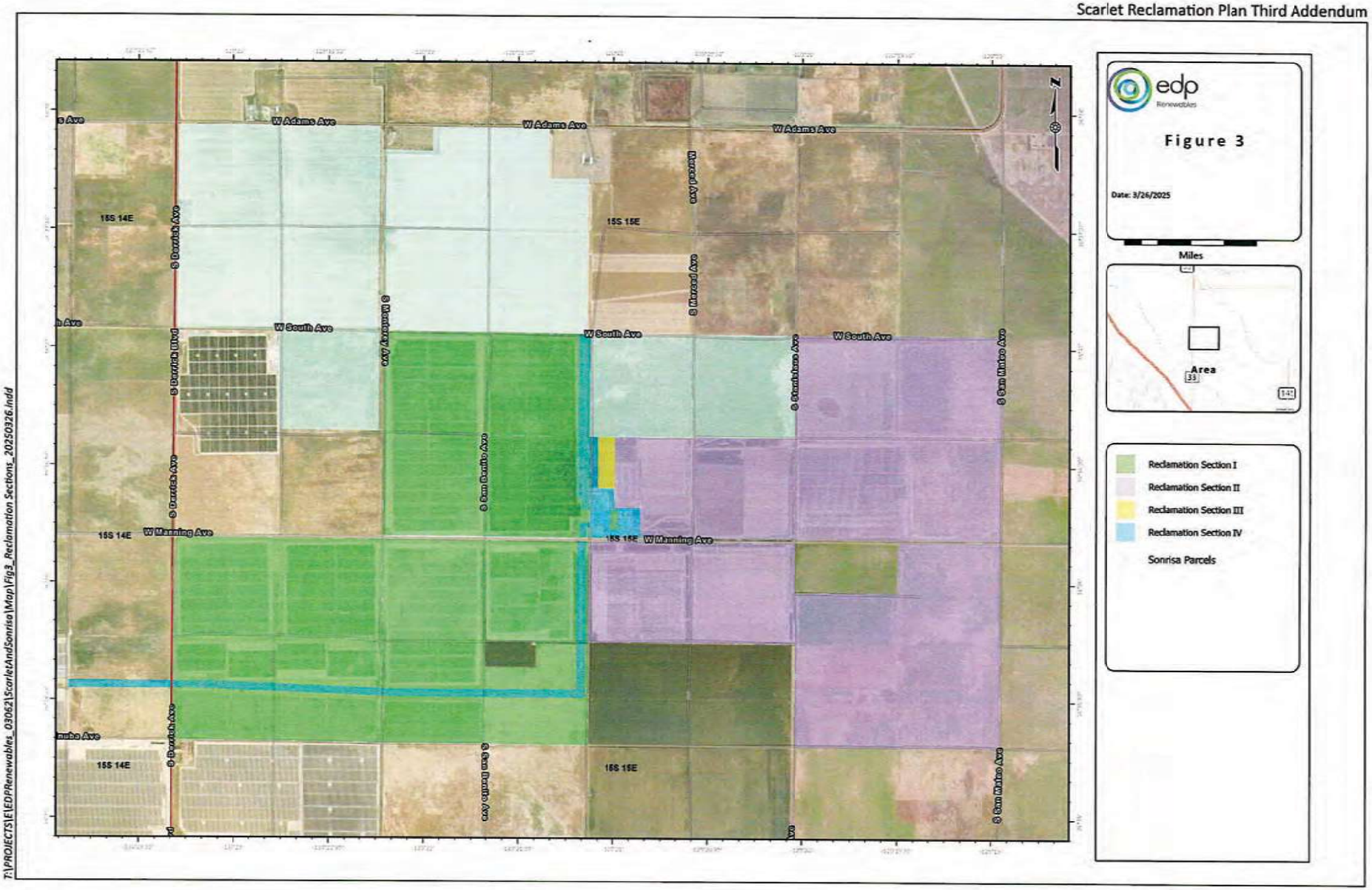
HELIX Environmental Planning

Construction Phases

Figure 2



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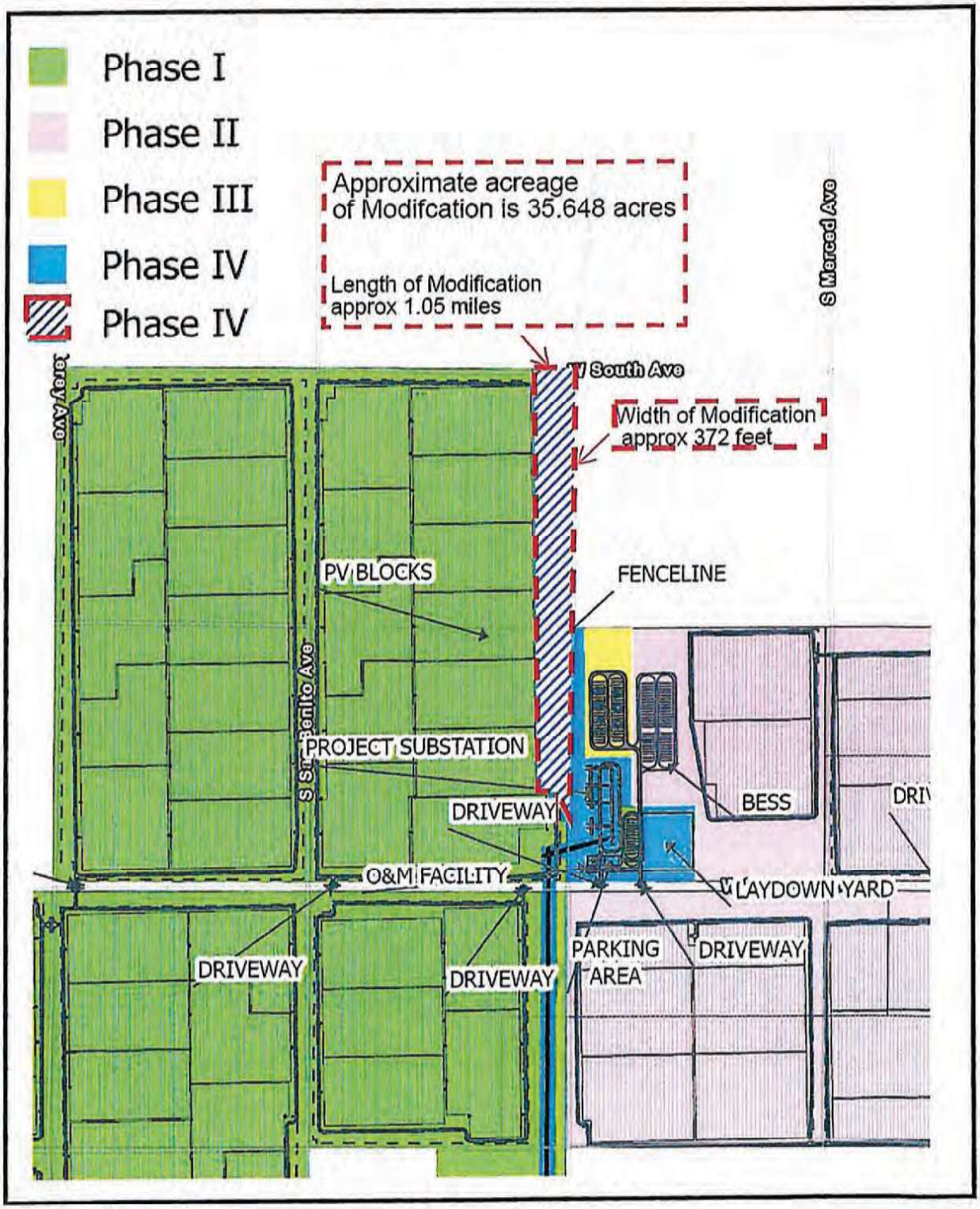
HELIX Environmental Planning

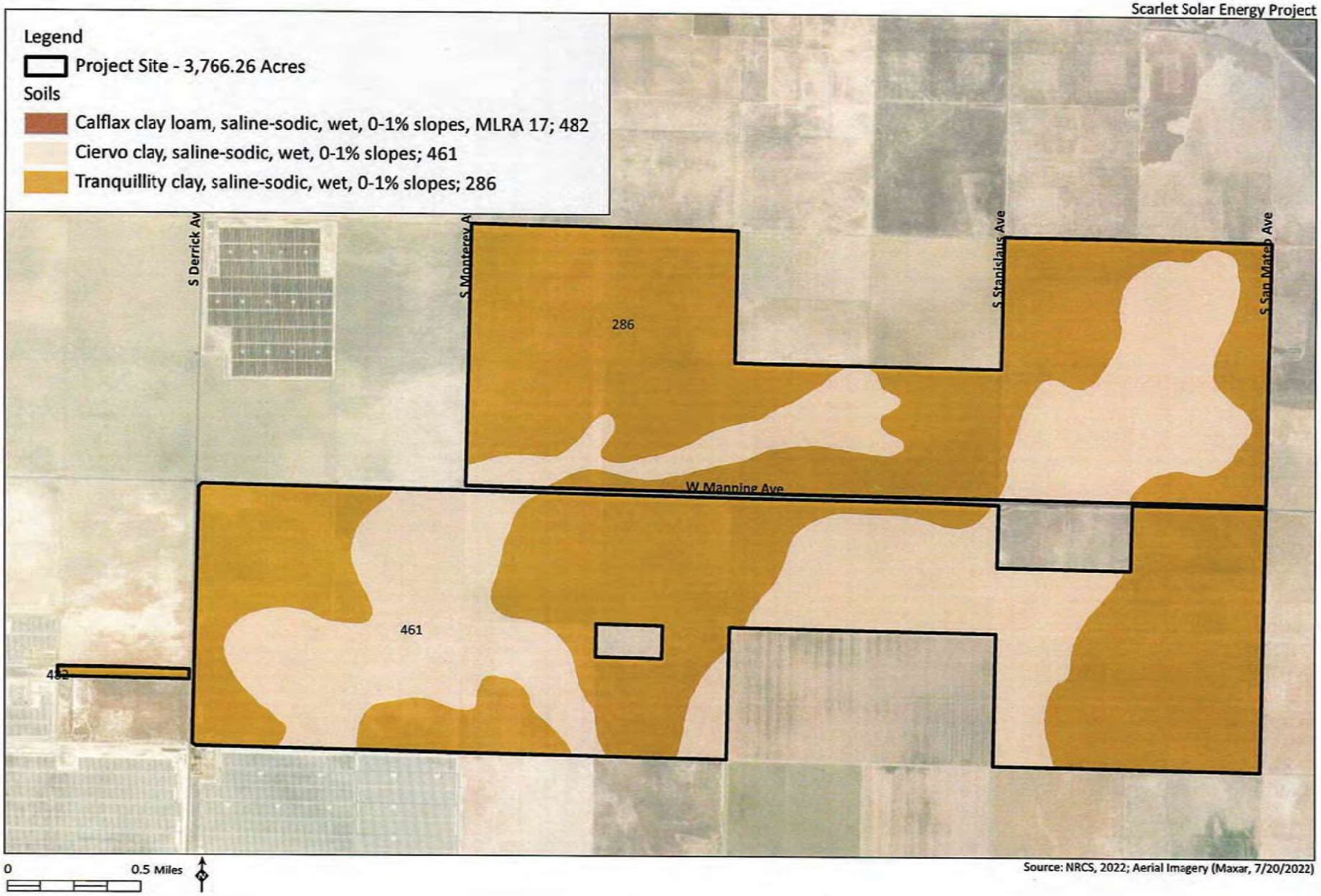
Reclamation Sections

Figure 3

FIGURE 3-2



Scarlet Solar Energy Project



Source: NRCS, 2022; Aerial Imagery (Maxar, 7/20/2022)

HELIX Environmental Planning

Soils Map

Figure 4

Table 1: Scarlet I Decommissioning Cost Summary Table

Dismantling Civil Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[2]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Solar Photovoltaic Modules/ Panels[3]		-		$ 617,470.00		-			$ 37,780.00	
Electrician de-energizes circuits and disconnects module	6	$ 66.47	3000	$ 199,410.00			-			$ 655,250.00
General laborer dismounts modules and palletizes (for shipping)	6	$ 61.31	3500	$ 214,585.00			-			
Equipment operator utilizes forklift (to transfer onto transport truck)	4	$ 81.39	2500	$ 203,475.00	4	$ 250.00	$ 2,085.00	4.5	$ 37,780.00	
Battery Modules + Containers[3]		-		$ 14,777.64		-			$ 3,688.00	
Electrician/ BESS technician de-energizes circuits, disconnects BESS containers from distribution system, and ensures safe and secure container removal	4	$ 66.47	51	$ 3,389.97		-				
General laborer performs mechanical disconnection, frees BESS container from grade beams, and performs demolition of grade beam support structures	6	$ 61.31	63	$ 3,862.53		-				$ 18,465.64
Equipment operator utilizes crane	2	$ 91.53	42	$ 3,844.26	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
Equipment operator utilizes end loader	2	$ 87.64	42	$ 3,680.88	2	$ 250.00	$ 1,030.00	0.5	$ 1,280.00	
Solar Racking Structure		-		$ 32,511.80		-			$ 3,280.00	
General laborer unbolts and disassembles	6	$ 61.31	84	$ 5,150.04		-				$ 13,791.80
Equipment operator utilizes end loader	2	$ 87.64	84	$ 7,361.76	2	$ 250.00	$ 1,030.00	0.5	$ 1,280.00	
Steel Piles		-		$ 37,591.40		-			$ 4,750.00	
General laborer performs removal	7	$ 61.31	430	$ 26,363.30		-				$ 42,341.40
Equipment operator utilizes vibratory pier extractor	1	$ 86.27	130	$ 11,228.10	1	$ 250.00	$ 4,500.00	1	$ 4,750.00	
Fencing		-		$ 7,149.60		-			$ 2,310.00	
General laborer detaches fence and aggregates	4	$ 61.31	48	$ 2,942.88		-				$ 9,459.60
Equipment operator utilizes backhoe (to pull and load fence posts)	4	$ 87.64	48	$ 4,206.72	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	
Roads		-		$ 6,397.72		-			$ 2,310.00	
Equipment operator utilizes end loader	4	$ 87.64	73	$ 6,397.72	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	$ 8,707.72
Concrete Foundations (including PCS, transformer, battery container)		-		$ 1,489.50		0.5			$ 765.00	
General laborer performs demolition	2	$ 61.31	10	$ 613.10		-				$ 2,254.50
Equipment operator utilizes end loader	1	$ 87.64	10	$ 876.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	

Dismantling Electrical Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[2]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Underground Conductors and Communications Cables		-		$ 7,000.50		-			$ 2,734.50	
General laborer pulls wire	2	$ 61.31	30	$ 1,839.30			-			$ 9,735.00
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes excavator	1	$ 90.65	30	$ 2,719.50	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Conductors and Messenger Support Cables		-		$ 6,910.20		-			$ 2,057.50	
General laborer removes conductors from tracker structures	2	$ 61.31	30	$ 1,839.30			-			$ 8,967.70
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Power Conversion Stations (recombiner/ inverter/ transformer units)		-		$ 6,474.30		-			$ 2,408.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10			-			$ 8,882.30
General laborer cuts and removes conduit	2	$ 61.31	30	$ 1,839.30			-			
Equipment operator utilizes crane to place in truck	1	$ 88.03	30	$ 2,640.90	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
Load Break Disconnect Switches		-		$ 6,462.60		-			$ 765.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10			-			$ 7,227.60
General laborer cuts conduit/ wire	2	$ 61.31	30	$ 1,839.30			-			
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Additional Electrical Equipment (including sensors and weather stations)		-		$ 6,462.60		-			$ 765.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10			-			$ 7,227.60
General laborer cuts conduit/ wire	2	$ 61.31	30	$ 1,839.30			-			
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
MV Underground Collection Cabling (34.5 kV)		-		$ 9,629.70		-			$ 3,499.50	
General laborer decouples and loads on forklift	2	$ 61.31	30	$ 1,839.30			-			$ 13,129.20
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Equipment operator utilizes excavator	1	$ 90.65	30	$ 2,719.50	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Cables		-		$ 2,377.60		-			$ 5,700.50	
Electrician disconnects cables	2	$ 66.47	8	$ 591.76			-			$ 6,078.10
Equipment operator utilizes crane to lower cable to the ground	1	$ 88.03	8	$ 704.24	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
General laborer coils cable	2	$ 61.31	8	$ 490.48	-					
Equipment operator utilizes forklift to place cable on truck	1	$ 81.39	8	$ 651.12	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	

Site Final Restoration

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[2]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Re-Grading of Site (after excavation and removal of underground materials and		-		$ 2,881.57		-			$ 2,362.00	$ 5,243.57
General operator utilizes grader	2	$ 61.31	47	$ 2,881.57	1	$ 400.00	$ 3,924.00	0.5	$ 2,362.00	
Site Rehabilitation (including seeding)[4]		-		$ 2,881.57		-			$ 44,547.50	$ 47,429.07
General laborer mows/ disks area with seeding	6	$ 61.31	47	$ 2,881.57		-			$ 44,547.50	

Hauling and Disposal/Recycling

	Hauling Cost					Disposal/Recycling Cost			Total Hauling + Disposal Costs
	Cost per Truck per Day	Weight (ton)	Tons per Truck	Trips per Day	Total	Disposal/Recycling Rate ($/ton)	Weight (ton)	Total	
General Refuse[5]	$ 1,650.00	34,358.08	24	4	$ 590,529.43	$ 26.75	34,358.08	$ 919,078.54	$ 1,509,607.97
Other Waste[5]	$ 1,650.00	19580.51	24	2	$ 673,079.98	$ 50.00	19,580.51	$ 979,025.42	$ 1,652,105.40

Project Administrative Fees

County Administrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors)	$ 20,000.00
SUBTOTAL	$ 4,045,904.17
Contingency (15%)	$ 606,885.62
TOTAL	$ 4,652,789.79

1. *Estimate reflects use of prevailing wage scales.*
2. *Estimate assumes approximately 5.2 total solar panel dismantling labor hours per approximate solar panel impact acreage (approximately 1 total solar panel dismantling labor minute per solar panel).*
3. *Estimate assumes approximately 66 total battery dismantling labor hours per approximate battery impact acreage (approximately 3.2 total battery dismantling labor hours per battery container).*
4. *Estimate assumes that around 5% of the site (approximately 1730 acres) will require seeding with a seeding material cost of approximately $515/ acre.*
5. *The general disposal/ recycling site address assumed for this estimate is located at 18950 W American Avenue, Kerman, CA 93630. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 17.5 miles from the project site to the facility (approximately 20 minutes). It is assumed that 4 trips will be made per day. Disposal/ Recycling rate is based on public County of Fresno fees effective July 2022.*
6. *The disposal/ recycling site address assumed for this estimate is located at 3243 S East Avenue, Fresno, CA 93725. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 37.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/ Recycling rate is based on estimations received from recycling centers.*

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 2: Scarlet II Decommissioning Cost Summary Table

Dismantling Civil Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Solar Photovoltaic Modules/ Panels[1]		-		$ 817,470.00			-		$ 33,610.00	
Electrician de-energizes circuits and disconnects module	6	$ 66.47	3000	$ 199,410.00			-			$ 851,080.00
General laborer dismounts modules and palletizes (for shipping)	6	$ 61.31	3500	$ 214,585.00			-			
Equipment operator utilizes forklift (to transfer onto transport truck)	4	$ 81.39	2500	$ 203,475.00	4	$ 250.00	$ 2,085.00	4	$ 33,610.00	
Battery Modules + Containers[3]		-		$ 55,402.16			-		$ 6,876.00	
Electrician/ BESS technician de-energizes circuits, disconnects BESS containers from distribution system, and ensures safe and secure container removal	4	$ 66.47	189	$ 12,562.83			-			
General laborer performs mechanical disconnection, frees BESS container from grade beams, and performs demolition of grade beam support structures	6	$ 61.31	237	$ 14,530.47			-			$ 62,278.16
Equipment operator utilizes crane	2	$ 91.53	158	$ 14,461.74	1	$ 250.00	$ 4,316.00	1	$ 4,566.00	
Equipment operator utilizes end loader	2	$ 87.64	158	$ 13,847.12	2	$ 250.00	$ 1,030.00	1	$ 2,310.00	
Solar Racking Structure		-		$ 11,320.20			-		$ 1,280.00	
General laborer unbolts and disassembles	6	$ 61.31	76	$ 4,659.56			-			$ 12,600.20
Equipment operator utilizes end loader	2	$ 87.64	76	$ 6,660.64	2	$ 250.00	$ 1,030.00	0.5	$ 1,280.00	
Steel Piles		-		$ 49,629.60			-		$ 4,750.00	
General laborer performs removal	7	$ 61.31	570	$ 34,946.70			-			$ 54,379.60
Equipment operator utilizes vibratory pile extractor	1	$ 86.37	170	$ 14,682.90	1	$ 250.00	$ 4,500.00	1	$ 4,750.00	
Fencing		-		$ 7,447.50			-		$ 2,310.00	
General laborer detaches fence and aggregate	4	$ 61.31	50	$ 3,065.50			-			$ 9,757.50
Equipment operator utilizes backhoe (to pull and load fence posts)	4	$ 87.64	50	$ 4,382.00	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	
Roads		-		$ 7,274.12			-		$ 2,310.00	
Equipment operator utilizes end loader	4	$ 87.64	83	$ 7,274.12	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	$ 9,584.12
Concrete Foundations (including PCS, transformer, battery container)		-		$ 1,489.50			-		$ 765.00	
General laborer performs demolition	2	$ 61.31	10	$ 613.10			-			$ 2,254.50
Equipment operator utilizes end loader	1	$ 87.64	10	$ 876.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	

Dismantling Electrical Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[4]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Underground Conductors and Communications Cables		-		$ 7,000.50			-		$ 2,734.50	
General laborer pulls wire	2	$ 61.31	30	$ 1,839.30			-			$ 9,735.00
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes excavator	1	$ 90.65	30	$ 2,719.50	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Conductors and Messenger Support Cables		-		$ 6,910.20			-		$ 2,057.50	
General laborer removes conductors from tracker structures	2	$ 61.31	30	$ 1,839.30			-			$ 8,967.70
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Power Conversion Stations (recombiner/ inverter/ transformer units)		-		$ 6,474.30			-		$ 2,408.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10			-			$ 8,882.30
General laborer cuts and removes conduit	2	$ 61.31	30	$ 1,839.30			-			
Equipment operator utilizes crane to place in truck	1	$ 88.03	30	$ 2,640.90	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
Load Break Disconnect Switches		-		$ 6,462.60			-		$ 765.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10			-			$ 7,227.60
General laborer cuts conduit/ wire	2	$ 61.31	30	$ 1,839.30			-			
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Additional Electrical Equipment (including sensors and weather stations)		-		$ 6,462.60			-		$ 250.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	30	$ 1,994.10			-			$ 6,712.60
General laborer cuts conduit/ wire	2	$ 61.31	30	$ 1,839.30			-			
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
MV Underground Collection Cabling (34.5 kV)		-		$ 9,629.70			-		$ 3,499.50	
General laborer decouples and loads on forklift	2	$ 61.31	30	$ 1,839.30			-			
Equipment operator utilizes forklift	1	$ 81.39	30	$ 2,441.70	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	$ 13,129.20
Equipment operator utilizes end loader	1	$ 87.64	30	$ 2,629.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Equipment operator utilizes excavator	1	$ 90.65	30	$ 2,719.50	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Cables (including project transmission line)		-		$ 2,972.00			-		$ 3,700.50	
Electrician disconnects cables	2	$ 66.47	10	$ 664.70			-			
Equipment operator utilizes crane to lower cable to the ground	1	$ 88.03	10	$ 880.30	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	$ 6,672.50
General laborer coils cable	2	$ 61.31	10	$ 613.10			-			
Equipment operator utilizes forklift to place cable on truck	1	$ 81.39	10	$ 813.90	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	

Site Final Restoration

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Re-Grading of Site (after excavation and removal of underground materials and		-		$ 3,065.50			-		$ 2,362.00	
General operator utilizes grader	2	$ 61.31	50	$ 3,065.50	1	$ 400.00	$ 3,924.00	0.5	$ 2,362.00	$ 5,427.50
Site Rehabilitation (including seeding)[4]		-		$ 3,065.50			-		$ 46,247.00	
General laborer mows/ disks area with seeding	6	$ 61.31	50	$ 3,065.50			-		$ 46,247.00	$ 49,312.50

Hauling and Disposal/Recycling

	Hauling Cost					Disposal/Recycling Cost			Total Hauling + Disposal Costs
	Cost per Truck per Day	Weight (ton)	Tons per Truck	Trips per Day	Total	Disposal/Recycling Rate ($/ton)	Weight (ton)	Total	
General Refuse[5]	$ 1,650.00	41,133.13	24	4	$ 706,975.70	$ 26.75	41,133.13	##########	$ 1,807,286.98
Other Waste[6]	$ 1,650.00	24391.16	24	2	$ 838,446.13	$ 50.00	24,391.16	##########	$ 2,058,004.14

Project Administrative Fees

County Administrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors)		$ 20,000.00
SUBTOTAL		$ 4,803,292.10
Contingency (15%)		$ 720,493.81
TOTAL		$ 5,523,785.91

1. *Estimate reflects use of prevailing wage scales.*
2. *Estimate assumes approximately 5.2 total solar panel dismantling labor hours per approximate solar panel impact acreage (approximately 1 total solar panel dismantling labor minute per solar panel).*
3. *Estimate assumes approximately 106 total battery dismantling labor hours per approximate battery impact acreage (approximately 3.2 total battery dismantling labor hours per battery container).*
4. *Estimate assumes that around 5% of the site (approximately 1796 acres) will require seeding with a seeding material cost of approximately $515/ acre.*
5. *The general disposal/ recycling site address assumed for this estimate is located at 18950 W American Avenue, Kerman, CA 93630. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 17.5 miles from the project site to the facility (approximately 20 minutes). It is assumed that 4 trips will be made per day. Disposal/ Recycling rate is based on public County of Fresno fees effective July 2022.*
6. *The disposal/ recycling site address assumed for this estimate is located at 3243 S East Avenue, Fresno, CA 93725. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 37.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/ Recycling rate is based on estimations received from recycling centers.*

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 3: Scarlet III Decommissioning Cost Summary Table

Dismantling Civil Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate [1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Battery Modules + Containers [2]		-		$ 78,799.00			-		$ 10,064.00	
Electrician/ BESS technician de-energizes circuits, disconnects BESS containers from distribution system, and ensures safe and secure container removal	4	$ 66.47	270	$ 17,946.90			-			
General laborer performs mechanical disconnection, frees BESS container from grade beams, and performs demolition of grade beam support structures	6	$ 61.31	335	$ 20,538.85			-			$ 88,863.00
Equipment operator utilizes crane	2	$ 91.53	225	$ 20,594.25	1	$ 250.00	$ 4,316.00	1.5	$ 6,724.00	
Equipment operator utilizes end loader	2	$ 87.64	225	$ 19,719.00	2	$ 250.00	$ 1,030.00	1.5	$ 3,340.00	
Fencing		-		$ 446.85			-		$ 2,310.00	
General laborer detaches fence and aggregates	4	$ 61.31	3	$ 183.93			-			$ 2,756.85
Equipment operator utilizes backhoe (to pull and load fence posts)	4	$ 87.64	3	$ 262.92	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	
Roads		-		$ 550.56			-		$ 4,370.00	
Equipment operator utilizes end loader	4	$ 87.64	4	$ 350.56	4	$ 250.00	$ 1,030.00	1	$ 4,370.00	$ 4,720.56
Concrete Foundations (including PCS, transformer, battery container)		-		$ 1,489.50			-		$ 765.00	
General laborer performs demolition	4	$ 61.31	10	$ 613.10			-			$ 2,254.60
Equipment operator utilizes end loader	1	$ 87.64	10	$ 876.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	

Dismantling Electrical Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate [1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Underground Conductors and Communications Cables		-		$ 700.05			-		$ 2,734.50	
General laborer pulls wire	2	$ 61.31	3	$ 183.93			-			$ 3,434.55
Equipment operator utilizes forklift	1	$ 81.39	3	$ 244.17	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes excavator	1	$ 90.65	3	$ 271.95	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Conductors and Messenger Support Cables		-		$ 691.02			-		$ 2,057.50	
General laborer removes conductors from tracker structures	2	$ 61.31	3	$ 183.93			-			$ 2,748.52
Equipment operator utilizes forklift	1	$ 81.39	3	$ 244.17	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	3	$ 262.92	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
MV Underground Collection Cabling (34.5 kV)		-		$ 3,209.90			-		$ 3,499.50	
General laborer decouples and loads on forklift	2	$ 61.31	10	$ 613.10			-			$ 6,709.40
Equipment operator utilizes forklift	1	$ 81.39	10	$ 813.90	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	
Equipment operator utilizes end loader	1	$ 87.64	10	$ 876.40	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Equipment operator utilizes excavator	1	$ 90.65	10	$ 906.50	1	$ 250.00	$ 2,384.00	0.5	$ 1,442.00	
Aboveground Cables (including project transmission line)		-		$ 3,674.80			-		$ 3,700.50	
Electrician disconnects cables	2	$ 66.47	9	$ 598.23			-			$ 6,375.30
Equipment operator utilizes crane to lower cable to the ground	1	$ 88.03	9	$ 792.27	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
General laborer coils cable	2	$ 61.31	9	$ 551.79			-			
Equipment operator utilizes forklift to place cable on truck	1	$ 81.39	9	$ 732.51	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	

Site Final Restoration

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate [1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Foundations)		-		$ 61.31			-		$ 4,324.00	$ 4,385.31
General operator utilizes grader	2	$ 61.31	1	$ 61.31	1	$ 400.00	$ 3,924.00	1	$ 4,324.00	
Site Rehabilitation (including seeding) [3]		-		$ 61.31			-		$ 360.50	$ 421.81
General laborer mows/ disks area with seeding	6	$ 61.31	1	$ 61.31			-		$ 360.50	

Hauling and Disposal/Recycling

	Hauling Cost					Disposal/Recycling Cost			Total Hauling + Disposal Costs
	Cost per Truck per Day	Weight (ton)	Tons per Truck	Trips per Day	Total	Disposal/Recycling Rate ($/ton)	Weight (ton)	Total	
General Refuse [4]	$ 1,650.00	2,171.63	24	4	$ 37,324.89	$ 26.75	2,171.63	$ 58,091.11	$ 95,416.00
Other Waste [5]	$ 1,650.00	9433.25	24	2	$ 324,267.97	$ 50.00	9,433.25	$ 471,662.50	$ 795,930.47

Project Administrative Fees

County Administrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors)	-	$ 20,000.00
SUBTOTAL		$ 1,034,016.27
Contingency (15%)		$ 155,102.44
TOTAL		$ 1,189,118.71

1. *Estimate reflects use of prevailing wage scales.*
2. *Estimate assumes approximately 11.1 total battery dismantling labor hours per approximate battery impact acreage (approximately 9.2 total battery dismantling labor hours per battery container).*
3. *Estimate assumes that around 5% of the site (approximately 14 acres) will require seeding with a seeding material cost of approximately $515/ acre.*
4. *The general disposal/ recycling site address assumed for this estimate is located at 18950 W American Avenue, Kerman, CA 93630. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 17.5 miles from the project site to the facility (approximately 20 minutes). It is assumed that 4 trips will be made per day. Disposal/ Recycling rate is based on public County of Fresno fees effective July 2022.*
5. *The disposal/ recycling site address assumed for this estimate is located at 3243 S East Avenue, Fresno, CA 93725. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 37.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/ Recycling rate is based on estimations received from recycling centers.*

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 4: Scarlet IV Decommissioning Cost Summary Table

Dismantling Civil Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Fencing		-		$ 297.90	-				$ 2,310.00	
General laborer detaches fence and aggregates	4	$ 61.31	2	$ 122.62	-					$ 2,607.90
Equipment operator utilizes backhoe (to pull and load fence posts)	4	$ 87.64	2	$ 175.28	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	
Roads		-		$ 262.92	-				$ 2,310.00	
Equipment operator utilizes end loader	4	$ 87.64	3	$ 262.92	4	$ 250.00	$ 1,030.00	0.5	$ 2,310.00	$ 2,572.92
Support Facilities/ Buildings (including O&M building)		-		$ 11,916.00	-				$ 765.00	
General laborer performs demolition	6	$ 61.31	80	$ 4,904.80	-					$ 12,681.00
Equipment operator utilizes end loader	1	$ 87.64	80	$ 7,011.20	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Substation (transformers, switches, structures, equipment pads, and grounding grid, control building and electrical cabinets)		-		$ 40,360.20	-				$ 6,724.00	
Equipment Operator utilizes crane for control building and other electrical items (including structures)	1	$ 91.53	240	$ 21,967.20	1	$ 250.00	$ 4,316.00	1.5	$ 6,724.00	$ 47,084.20
General laborer removes oils from transformer, utilizes jack-and-slide mechanism for moving main power transformer, gathers cable, and disassembles metal structure	6	$ 61.31	300	$ 18,393.00	-					
Concrete Foundations (including PCS, transformer, substation structure, and O&M building support)		-		$ 10,426.50	-				$ 765.00	
General laborer performs demolition	4	$ 61.31	70	$ 4,291.70	-					$ 11,191.50
Equipment operator utilizes end loader	1	$ 87.64	70	$ 6,134.80	1	$ 250.00	$ 1,030.00	0.5	$ 765.00	
Transmission Line Poles		-		$ 71,094.00	-				$ 11,192.00	
General laborer performs demolition	4	$ 61.31	300	$ 18,393.00	-					
Equipment operator utilizes end loader	1	$ 87.64	300	$ 26,292.00	1	$ 250.00	$ 1,030.00	2	$ 2,310.00	$ 82,286.00
Equipment operator utilizes crane to lift the poles out of the ground	1	$ 88.03	300	$ 26,409.00	1	$ 250.00	$ 4,316.00	2	$ 8,882.00	

Dismantling Electrical Components

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Power Conversion Stations (recombiner/ inverter/ transformer units)		-		$ 9,711.45			-		$ 2,408.00	
Electrician de-energizes circuits and removes terminations	2	$ 66.47	45	$ 2,991.15			-			$ 12,119.45
General laborer cuts and removes conduit	2	$ 61.31	45	$ 2,758.95			-			
Equipment operator utilizes crane to place in truck	1	$ 88.03	45	$ 3,961.35	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	
Aboveground Cables (including project transmission line)		-		$ 11,888.00			-		$ 3,700.50	
Electrician disconnects cables	2	$ 66.47	40	$ 2,658.80			-			
Equipment operator utilizes crane to lower cable to the ground	1	$ 88.03	40	$ 3,521.20	1	$ 250.00	$ 4,316.00	0.5	$ 2,408.00	$ 15,588.50
General laborer coils cable	2	$ 61.31	40	$ 2,452.40			-			
Equipment operator utilizes forklift to place cable on truck	1	$ 81.39	40	$ 3,255.60	1	$ 250.00	$ 2,085.00	0.5	$ 1,292.50	

Site Final Restoration

	Labor Cost				Major Equipment Cost					Labor + Major Equipment Cost
	Personnel	Total $/ Hr Rate[1]	Total Hours Among All Personnel	Total	Amount of Equipment	Delivery	$/ Month	Months	Total	
Re-Grading of Site (after excavation and removal of underground materials and foundations)		-		$ 163.93			-		$ 2,382.00	
General operator utilizes grader	2	$ 61.31	3	$ 183.93	1	$ 400.00	$ 3,924.00	0.5	$ 2,382.00	$ 2,545.93
Site Rehabilitation (including seeding)[4]		-		$ 163.93			-		$ 2,446.25	
General laborer mows/ disks area with seeding	6	$ 61.31	3	$ 183.93			-		$ 2,446.25	$ 2,630.18

Hauling and Disposal/Recycling

	Hauling Cost					Disposal/Recycling Cost			Total Hauling + Disposal Costs
	Cost per Truck per Day	Weight (ton)	Tons per Truck	Trips per Day	Total	Disposal/Recycling Rate ($/ton)	Weight (ton)	Total	
General Refuse[5]	$ 1,650.00	7,036.79	24	4	$ 120,944.75	$ 26.75	7,036.79	$ 188,234.01	$ 309,178.76
Other Waste[6]	$ 1,650.00	282.30	24	2	$ 9,704.06	$ 50.00	282.30	$ 14,115.00	$ 23,819.06

Project Administrative Fees

County Administrative Costs (including legal services, preparation of bid plans and specs, contract development and awarding, project management and monitoring of contractors)	-	$ 20,000.00
SUBTOTAL		$ 544,305.40
Contingency (15%)		$ 81,645.81
TOTAL		$ 625,951.22

1. *Estimate reflects use of prevailing wage scales.*
2. *Estimate assumes approximately 5.2 total solar panel dismantling labor hours per approximate solar panel impact acreage (approximately 1 total solar panel dismantling labor minute per solar panel).*
3. *Estimate assumes approximately 94 total battery dismantling labor hours per approximate battery impact acreage (approximately 3.2 total battery dismantling labor hours per battery container).*
4. *Estimate assumes that around 5% of the site (approximately 95 acres) will require seeding with a seeding material cost of approximately $515/ acre.*
5. *The general disposal/ recycling site address assumed for this estimate is located at 18950 W American Avenue, Kerman, CA 93630. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 17.5 miles from the project site to the facility (approximately 20 minutes). It is assumed that 4 trips will be made per day. Disposal/ Recycling rate is based on public County of Fresno fees effective July 2022.*
6. *The disposal/ recycling site address assumed for this estimate is located at 3243 S East Avenue, Fresno, CA 93725. The project site address is 30750 Manning Ave, Cantua Creek, CA 93608. Weight is broken out in Table 2. Using recent transportation rates to transport material to the project site, the estimated cost to ship per truck per day is $1,650 and estimated tons per truck is 24 tons. The trip is approximately 37.5 miles from the project site to the facility (approximately 45 minutes). It is assumed that 2 trips will be made per day. Disposal/ Recycling rate is based on estimations received from recycling centers.*

General Note: No salvage value of materials is assumed in the estimate either as a direct credit or as a reduce unit cost.

Table 5: Material Estimated Weight Summary Table				
	Scarlet 1	Scarlet 2	Scarlet 3	Scarlet 4
Total Weight of General Refuse (ton)	34,358.08	41,133.13	2,171.63	7,016.79
Total Weight of Distribution Medium Voltage Overhead Poles (ton)	20.00	30.00	25.00	0.00
Total Weight of Distribution Poles (lb)	40,000.00	60,000.00	50,000.00	
Weight of each Distribution Pole (lb)	10,000.00	10,000.00	10,000.00	
Number of Distribution Poles	4.00	6.00	5.00	
Total Weight of Transmission Line Poles (ton)	0.00	0.00	0.00	131.10
Total Weight of Transmission Line Poles (lb)				262,200.00
Pole 1A Weight (lb)				4,300.00
Pole 1B Weight (lb)				4,350.00
Pole 1C Weight (lb)				4,300.00
Pole 2A Weight (lb)				3,750.00
Pole 2B Weight (lb)				3,750.00
Pole 2C Weight (lb)				5,450.00
Pole 3 Weight (lb)				12,600.00
Pole 4 Weight (lb)				11,900.00
Pole 5 Weight (lb)				12,600.00
Pole 6 Weight (lb)				11,900.00
Pole 7A Weight (lb)				3,750.00
Pole 7B Weight (lb)				3,750.00
Pole 7C Weight (lb)				5,500.00
Pole 8 Weight (lb)				13,230.00
Pole 9 Weight (lb)				13,230.00
Pole 10 Weight (lb)				13,230.00
Pole 11 Weight (lb)				12,600.00
Pole 12 Weight (lb)				13,230.00
Pole 13 Weight (lb)				13,230.00
Pole 14 Weight (lb)				12,600.00
Pole 15 Weight (lb)				12,600.00
Pole 16 Weight (lb)				12,600.00
Pole 17 Weight (lb)				12,600.00
Pole 18A Weight (lb)				6,000.00
Pole 18B Weight (lb)				7,950.00
Pole 18C Weight (lb)				6,000.00
Pole 19 Weight (lb)				12,600.00
Pole 20 Weight (lb)				12,960.00
Total Weight of O&M Building (ton)	0.00	0.00	0.00	21.50
Total Weight of O&M Building (lb)				43,000.00
Total Weight of Control Building (ton)	0.00	0.00	0.00	33.08
Total Weight of Control Building (lb)				66,152.00
Total Weight of Piles (ton)	5,593.16	7,305.71	0.00	0.00
Total Weight of Piles (lb)	11,186,311.00	14,611,416.72		
Total Weight of Pile Type W6x25 11.5' (lb)	1,046,500.00			
Total Weight of Pile Type W6x25 11.5' (lb)	287.50			
Number of Pile Type W6x25 11.5'	3,640.00			
Total Weight of Pile Type W6x15 10.5' (lb)	7,117,110.00			
Weight of Pile Type W6x15 10.5' (lb)	157.50			
Number of Pile Type W6x15 10.5'	45,188.00			
Total Weight of Pile Type W6x20 12.5' (lb)	252,000.00			
Total Weight of Pile Type W6x20 12.5' (lb)	250.00			
Number of Pile Type W6x20 12.5'	1,008.00			
Total Weight of Pile Type W6x8.5 11' (lb)	20,570.00			
Weight of Pile Type W6x8.5 11' (lb)	93.50			
Number of Pile Type W6x8.5 11'	220.00			
Total Weight of Pile Type W6x15 12' (lb)	143,280.00			
Weight of Pile Type W6x15 12' (lb)	180.00			
Number of Pile Type W6x15 12'	796.00			
Total Weight of Pile Type W6x15 11' (lb)	66,660.00			
Weight of Pile Type W6x15 11' (lb)	165.00			
Number of Pile Type W6x15 11'	404.00			
Total Weight of Pile Type W6x12 10.5' (lb)	874,944.00			
Weight of Pile Type W6x12 10.5' (lb)	126.00			
Number of Pile Type W6x12 10.5'	6,944.00			
Total Weight of Pile Type W6x12 13.5' (lb)	5,400.00			
Weight of Pile Type W6x12 12.5' (lb)	150.00			
Number of Pile Type W6x12 12.5'	36.00			
Total Weight of Pile Type W6x8.5 10.5' (lb)	35,343.00			
Weight of Pile Type W6x8.5 10.5' (lb)	89.25			
Number of Pile Type W6x8.5 10.5'	396.00			
Total Weight of Pile Type W6x12 13' (lb)	2,808.00			
Weight of Pile Type W6x12 13' (lb)	156.00			
Number of Pile Type W6x12 13'	18.00			
Total Weight of Pile Type W6x12 12' (lb)	42,768.00			
Weight of Pile Type W6x12 12' (lb)	144.00			
Number of Pile Type W6x12 12'	297.00			
Total Weight of Pile Type W6x12 11' (lb)	373,540.00			
Weight of Pile Type W6x12 11' (lb)	132.00			
Number of Pile Type W6x12 11'	2,845.00			
Total Weight of Pile Type W6x20 13' (lb)	99,840.00			
Weight of Pile Type W6x20 13' (lb)	260.00			
Number of Pile Type W6x20 13'	384.00			
Total Weight of Pile Type W6x20 12' (lb)	971,760.00			
Weight of Pile Type W6x20 12' (lb)	240.00			
Number of Pile Type W6x20 12'	4,049.00			
Total Weight of Pile Type W6x20 11.5' (lb)	131,790.00			
Weight of Pile Type W6x20 11.5' (lb)	230.00			
Number of Pile Type W6x20 11.5'	573.00			
Total Weight of Pile Type W6X12 13.17' (lb)		1,581,664.32		
Weight of Pile Type W6X12 13.17' (lb)		158.04		
Number of Pile Type W6X12 13.17'		10,008.00		
Total Weight of Pile Type W6X12 14' (lb)		192,528.00		
Weight of Pile Type W6X12 14' (lb)		168.00		
Number of Pile Type W6X12 14'		1,146.00		
Total Weight of Pile Type W6X15 12.25' (lb)		1,342,110.00		
Weight of Pile Type W6X15 12.25' (lb)		183.75		
Number of Pile Type W6X15 12.25'		7,304.00		
Total Weight of Pile Type W6X15 15.33' (lb)		511,408.80		
Weight of Pile Type W6X15 15.33' (lb)		229.95		
Number of Pile Type W6X15 15.33'		2,224.00		
Total Weight of Pile Type W6X20 12.75' (lb)		202,960.00		
Weight of Pile Type W6X20 12.75' (lb)		255.00		
Number of Pile Type W6X20 12.75'		792.00		
Total Weight of Pile Type W6X20 16.25' (lb)		689,000.00		
Weight of Pile Type W6X20 16.25' (lb)		325.00		
Number of Pile Type W6X20 16.25'		2,120.00		
Total Weight of Pile Type W6X25 18.67' (lb)		73,746.50		
Weight of Pile Type W6X25 18.67' (lb)		466.75		
Number of Pile Type W6X25 18.67'		158.00		
Total Weight of Pile Type W6X25 17.92' (lb)		152,320.00		
Weight of Pile Type W6X25 17.92' (lb)		448.00		
Number of Pile Type W6X25 17.92'		340.00		
Total Weight of Pile Type W6X20 12.50' (lb)		513,750.00		
Weight of Pile Type W6X20 12.50' (lb)		250.00		
Number of Pile Type W6X20 12.50'		2,055.00		

Total Weight of Pile Type W6X10.4 13.75' (lb)		1,733,017.00		
Weight of Pile Type W6X10.4 13.75' (lb)		143.00		
Number of Pile Type W6X10.4 13.75'		12,119.00		
Total Weight of Pile Type W6X12 14.25' (lb)		901,341.00		
Weight of Pile Type W6X12 14.25' (lb)		171.00		
Number of Pile Type W6X12 14.25'		5,271.00		
Total Weight of Pile Type W6X15 12.50' (lb)		2,272,125.00		
Weight of Pile Type W6X15 12.50' (lb)		187.50		
Number of Pile Type W6X15 12.50'		12,118.00		
Total Weight of Pile Type W6X15 15.67' (lb)		658,375.05		
Weight of Pile Type W6X15 15.67' (lb)		235.05		
Number of Pile Type W6X15 15.67'		2,801.00		
Total Weight of Pile Type W6X20 12.92' (lb)		833,598.40		
Weight of Pile Type W6X20 12.92' (lb)		258.40		
Number of Pile Type W6X20 12.92'		3,226.00		
Total Weight of Pile Type W6X20 16.08' (lb)		2,138,785.60		
Weight of Pile Type W6X20 16.08' (lb)		321.60		
Number of Pile Type W6X20 16.08'		3,541.00		
Total Weight of Pile Type W6X25 18.50' (lb)		458,337.50		
Weight of Pile Type W6X25 18.50' (lb)		462.50		
Number of Pile Type W6X25 18.50'		991.00		
Total Weight of Pile Type W6X15 11.83' (lb)		273,095.55		
Weight of Pile Type W6X15 11.83' (lb)		177.45		
Number of Pile Type W6X15 11.83'		1,539.00		
Total Weight of Pile Type W6X20 12.75' (lb)		642,090.00		
Weight of Pile Type W6X20 12.75' (lb)		255.00		
Number of Pile Type W6X20 12.75'		2,518.00		
Total Weight of Pile Type W6X20 17.58' (lb)		249,636.00		
Weight of Pile Type W6X20 17.58' (lb)		439.50		
Number of Pile Type W6X20 17.58'		568.00		
Total Weight of Pile Type W6X12 14' (lb)		192,528.00		
Weight of Pile Type W6X12 14' (lb)		168.00		
Number of Pile Type W6X12 14'		1,146.00		
Total Weight of Inverters (ton)	**1,713.01**	**788.41**	**43.50**	**0.00**
Total Weight of Inverters (lb)	3,426,015.00	1,576,818.00	87,000.00	0.00
Total Weight of each Inverter type A (lb)	3,426,015.00			
Weight of each Inverter type A (lb)	30,865.00			
Number of Inverter type A	111.00			
Total Weight of each Inverter type B (lb)		1,576,818.00		
Weight of each Inverter type B (lb)		30,918.00		
Number of Inverter type B		51.00		
Total Weight of each Inverter type C (lb)			87,000.00	
Weight of each Inverter type C (lb)			29,000.00	
Number of Inverter type C			3.00	
Total Weight of High Voltage Breakers (ton)	**0.00**	**0.00**	**0.00**	**22.80**
Total Weight of High Voltage Breakers (lb)				45,600.00
Weight of each High Voltage Breaker (lb)				11,400.00
Number of High Voltage Breakers				4.00
Total Weight of Low Voltage Breakers	**0.00**	**0.00**	**0.00**	**64.80**
Total Weight of Low Voltage Breakers and Capacitor Banks (lb)				129,600.00
Weight of each Low Voltage Breaker and Capacitor Bank (lb)				5,400.00
Number of Low Voltage Breakers and Capacitor Banks				24.00
Total Weight of Capacitor Banks and Harmonic Filters (ton)	**0.00**	**0.00**	**0.00**	**68.71**
Total Weight of Low Voltage Breakers and Capacitor Banks (lb)				137,427.00
Weight of each Low Voltage Breaker and Capacitor Bank (lb)				45,809.00
Number of Low Voltage Breakers and Capacitor Banks				3.00
Total Weight of Cabling (ton)	**890.06**	**890.86**	**82.99**	**0.00**
Total Weight of Cabling (lb)	1,780,128.16	1,780,128.16	165,971.67	
Total Weight of 350kCMIL DC Cabling (lb)	25,723.32	25,723.32		
Weight of one Foot of 350kCMIL DC Cabling (lb/ft)	0.45	0.45		
Feet of 350kCMIL DC Cabling (ft)	56,910.00	56,910.00		
Total Weight of 500kCMIL DC Cabling (lb)	73,305.46	73,305.46		
Weight of one Foot of 500kCMIL DC Cabling (lb/ft)	0.61	0.61		
Feet of 500kCMIL DC Cabling (ft)	119,390.00	119,390.00		
Total Weight of 750kCMIL DC Cabling (lb)	1,210,236.85	1,210,236.85	117,629.82	
Weight of one Foot of 750kCMIL DC Cabling (lb/ft)	0.90	0.90	0.90	
Feet of 750kCMIL DC Cabling (ft)	1,341,726.00	1,341,726.00	130,410.00	
Total Weight of 1/3" 400 AC Cabling (lb)	61,787.93	61,787.93		
Weight of one Foot of 1/3" 400 AC Cabling (lb/ft)	0.88	0.88		
Feet of 1/3" 400 AC Cabling (ft)	69,975.00	69,975.00		
Total Weight of 1/6" 500 AC Cabling (lb)	142,688.98	142,688.98	48,341.85	
Weight of one Foot of 1/6" 500 AC Cabling (lb/ft)	1.41	1.41	1.41	
Feet of 1/6" 500 AC Cabling (ft)	100,983.00	100,983.00	34,285.00	
Total Weight of 1/6" 750 AC Cabling (lb)	49,060.01	49,060.01		
Weight of one Foot of 1/6" 750 AC Cabling (lb/ft)	1.85	1.85		
Feet of 1/6" 750 AC Cabling (ft)	26,562.00	26,562.00		
Total Weight of 1/12" 1000 AC Cabling (lb)	217,325.01	217,325.01		
Weight of one Foot of 1/12" 1000 AC Cabling (lb/ft)	2.17	2.17		
Feet of 1/12" 1000 AC Cabling (ft)	100,335.00	100,335.00		
Total Weight of 1/6" 1250 AC Cabling (lb)	58,002.50	58,002.50	62,880.00	
Weight of one Foot of 1/6" 1250 AC Cabling (lb/ft)	2.62	2.62	2.62	
Feet of 1/6" 1250 AC Cabling (ft)	21,375.00	21,375.00	24,000.00	
Total Weight of 1/6" 1500 AC Cabling (lb)	2,458.50	2,458.50		
Weight of one Foot of 1/6" 1500 AC Cabling (lb/ft)	2.98	2.98		
Feet of 1/6" 1500 AC Cabling (ft)	825.00	825.00		
Total Weight of Steel (ton)	**0.00**	**0.00**	**0.00**	**249.42**
Total Weight of Steel (lb)				498,830.00
Total 230KV H-Frame Deadend Structure Weight (lb)				18,094.00
230KV H-Frame Deadend Structure Weight (lb)				18,094.00
Number of 230KV H-Frame Deadend Structures				1.00
Total 230KV 1Ø Low Bus Support A Weight (lb)				7,665.00
230KV 1Ø Low Bus Support A Weight (lb)				511.00
Number of 230KV 1Ø Low Bus Support A				15.00
Total 230KV 1Ø Low Bus Support B Weight (lb)				23,445.00
230KV 1Ø Low Bus Support B Weight (lb)				521.00
Number of 230KV 1Ø Low Bus Support B				45.00
Total 230KV 1Ø High Bus Support A Weight (lb)				31,824.00
230KV 1Ø High Bus Support A Weight (lb)				1,326.00
Number of 230KV 1Ø High Bus B Supports				24.00
Total 230KV 1Ø High Bus Support B Weight (lb)				23,886.00
230KV 1Ø High Bus Support B Weight (lb)				1,327.00
Number of 230KV 1Ø High Bus Support A				18.00
Total 230KV 3Ø Low Switch Stand A Weight (lb)				27,852.00
230KV 3Ø Low Switch Stand A Weight (lb)				2,321.00
Number of 230KV 3Ø Low Switch Stand A				12.00
Total 230KV 3Ø Low Switch Stand B Weight (lb)				19,656.00
230KV 3Ø Low Switch Stand B Weight (lb)				2,184.00
Number of 230KV 3Ø Low Switch Stand B				9.00
Total 230KV 1Ø Current Transformer Stand A Weight (lb)				4,428.00
230KV 1Ø Current Transformer Stand A Weight (lb)				738.00
Number of 230KV 1Ø Current Transformer Stand A				6.00
Total 230KV 1Ø Current Transformer Stand B Weight (lb)				2,208.00
230KV 1Ø Current Transformer Stand B Weight (lb)				736.00
Number of 230KV 1Ø Current Transformer Stand B				3.00

Total 230KV 3Ø PG&E Metering Stand A Weight (lb)				25,252.00
230KV 3Ø PG&E Metering Stand A Weight (lb)				6,313.00
Number of 230KV 3Ø PG&E Metering Stand A				4.00
Total 230KV 3Ø PG&E Metering Stand B Weight (lb)				6,873.00
230KV 3Ø PG&E Metering Stand B Weight (lb)				6,873.00
Number of 230KV 3Ø PG&E Metering Stand B				1.00
Total 230KV 1Ø Voltage Transformer Stand A Weight (lb)				8,214.00
230KV 1Ø Voltage Transformer Stand A Weight (lb)				1,369.00
Number of 230KV 1Ø Voltage Transformer Stand A				6.00
Total 230KV 1Ø Voltage Transformer Stand B Weight (lb)				4,470.00
230KV 1Ø Voltage Transformer Stand B Weight (lb)				745.00
Number of 230KV 1Ø Voltage Transformer Stand B				6.00
Total 34.5KV 3 Bay Distribution Structure Weight (lb)				26,436.00
34.5KV 3 Bay Distribution Structure Weight (lb)				8,812.00
Number of 34.5KV 3 Bay Distribution Structures				3.00
Total 34.5KV 1Ø Neutral Grounding Resistor Stand A Weight (lb)				1,622.00
34.5KV 1Ø Neutral Grounding Resistor Stand A Weight (lb)				811.00
Number of 34.5KV 1Ø Neutral Grounding Resistor Stand A				2.00
Total 34.5KV 1Ø Neutral Grounding Resistor Stand B Weight (lb)				817.00
34.5KV 1Ø Neutral Grounding Resistor Stand B Weight (lb)				817.00
Number of 34.5KV 1Ø Neutral Grounding Resistor Stand B				1.00
Total 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand A Weight (lb)				3,644.00
34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand A Weight (lb)				1,822.00
Number of 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand A				2.00
Total 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand B Weight (lb)				1,842.00
34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand B Weight (lb)				1,842.00
Number of 34.5KV 3Ø Potential Transformer & Station Service Voltage Transformer Stand B				1.00
Total 34.5KV 3Ø Bus Support Stand A Weight (lb)				1,696.00
34.5KV 3Ø Bus Support Stand A Weight (lb)				848.00
Number of 34.5KV 3Ø Bus Support Stand A				2.00
Total 34.5KV 3Ø Bus Support Stand B Weight (lb)				1,680.00
34.5KV Bus Support Stand B Weight (lb)				840.00
Number of 34.5KV Bus Support Stand B				2.00
Total 34.5KV 3 Bay Terminator Stand A Weight (lb)				21,144.00
34.5KV 3 Bay Terminator Stand A Weight (lb)				5,286.00
Number of 34.5KV 3 Bay Terminator Stand A				4.00
Total 34.5KV 3 Bay Terminator Stand B Weight (lb)				18,265.00
34.5KV 3 Bay Terminator Stand B Weight (lb)				9,133.00
Number of 34.5KV 3 Bay Terminator Stand B				2.00
Total 80FT Static Pole A Weight (lb)				32,920.00
80FT Static Pole A Weight (lb)				6,584.00
Number of 80FT Static Pole A				5.00
Total 80FT Static Pole B Weight (lb)				13,972.00
80FT Static Pole B Weight (lb)				6,986.00
Number of 80FT Static Pole B				2.00
Total Transformer PIT Stairs Weight (lb)				4,706.00
Transformer PIT Stairs Weight (lb)				2,353.00
Number of Transformer PIT Stairs				2.00
Total 34.5KV Distribution Structure A Weight (lb)				23,094.00
34.5KV Distribution Structure A Weight (lb)				11,547.00
Number of 34.5KV Distribution Structure A				2.00
Total 34.5KV Distribution Structure B Weight (lb)				19,418.00
34.5KV Distribution Structure B Weight (lb)				9,709.00
Number of 34.5KV Distribution Structure B				2.00
Total 34.5KV Distribution Structure C Weight (lb)				18,010.00
34.5KV Distribution Structure C Weight (lb)				9,005.00
Number of 34.5KV Distribution Structure C				2.00
Total 230KV Light Bracket Weight (lb)				210.00
230KV Light Bracket Weight (lb)				30.00
Number of 230KV Light Brackets				7.00
Total 34.5KV 4-Bay Terminator Stand Weight (lb)				13,650.00
34.5KV 4-Bay Terminator Stand Weight (lb)				13,650.00
Number of 34.5KV 4-Bay Terminator Stands				1.00
Total 34.5KV 3-Phase Riser Structure Weight (lb)				8,890.00
34.5KV 3-Phase Riser Structure Weight (lb)				4,445.00
Number of 34.5KV 3-Phase Riser Structures				2.00
Total 34.5KV H-Frame Deadend Structure Weight (lb)				79,204.00
34.5KV H-Frame Deadend Structure Weight (lb)				19,801.00
Number of 34.5KV H-Fram Deadend Structures				4.00
Total Transformer Platform Weight (lb)				3,742.00
Transformer Platform Weight (lb)				1,871.00
Number of Transformer Platforms				2.00
Total Weight of Trackers (ton)	6,448.70	6,448.70	0.00	0.00
Total Weight of Trackers (lb)	12,897,394.58	12,897,394.58		
Total Torque Tube Weight (lb)	10,815,590.93	10,815,590.93		
Torque Tube Weight (lb)	165.15	165.15		
Number of Torque Tubes	65,489.50	65,489.50		
Total Bearing Housing Assembly Weight (lb)	1,010,604.88	1,010,604.88		
Bearing Housing Assembly Weight (lb)	16.09	16.09		
Number of Bearing Housing Assemblies	62,809.50	62,809.50		
Total Slew Gear Weight (lb)	1,071,198.80	1,071,198.80		
Slew Gear Weight (lb)	151.90	151.90		
Number of Slew Gears	7,052.00	7,052.00		
Total Weight of Concrete (ton)	628.46	644.49	20.14	4,514.09
Total Weight of Concrete (ton)	628.46	644.49	20.14	4,514.09
Weight of Substation Concrete Foundations (ton)				4,514.09
Volume of Substation Concrete Foundations (cubic yards)				2,306.64
Weight of 1 cubic yard of Concrete (ton)				1.96
Weight of Inverter Concrete Beam Foundations (ton)	624.34	624.34		
Number of Inverter Concrete Beam Foundations	61.00	61.00		
Volume of each Inverter Concrete Beam Foundation (cubic yards)	5.22	5.22		
Weight of 1 cubic yard of Concrete (ton)	1.96	1.96		
Weight of BESS Auxiliary Concrete Pads (ton)	4.12	20.14	20.14	
Volume of BESS Auxiliary Concrete Pads (cubic yards)	2.10	10.28	10.28	
Weight of 1 cubic yard of Concrete (ton)	1.96	1.96	1.96	
Total Weight of Aggregate (ton)	17,064.69	23,025.77	0.00	0.00
Weight of Engineering Fill for Inverters (ton)	1,976.80	1,976.80		
Volume of Engineering Fill for Inverters (cubic yards)	1,412.00	1,412.00		
Weight of 1 cubic yard of Aggregate (ton)	1.40	1.40		
Weight of Scarlet I BESS & Substation Support (ton)	15,087.89			
Volume of Scarlet I BESS & Substation Support (cubic yards)	10,777.07			
Weight of 1 cubic yard of Aggregate (ton)	1.40			
Weight of Scarlet II BESS Support (ton)		21,048.97		
Volume of Scarlet II BESS Support (cubic yards)		15,034.98		
Weight of 1 cubic yard of Aggregate (ton)		1.40		
Weight of Scarlet III BESS Support (ton)			29,468.56	
Volume of Scarlet III BESS Support (cubic yards)			21,048.97	
Weight of 1 cubic yard of Aggregate (ton)			1.40	
Total Weight of Miscellaneous Waste (ton)	2,000.00	2,000.00	2,000.00	2,000.00
Total Weight of Other Waste (ton)	19,580.51	24,391.16	9,433.25	282.30
Weight of Solar Panels (ton)	17,807.46	17,741.11	0.00	0.00
Weight of Intact Solar Panels (lb)	35,614,916.82	35,482,220.37		
Weight of each Panel (lb)	67.53	67.53		
Number of Panels	527,394	525,429		
Total Weight of Battery Containers (ton)	1,760.80	6,588.80	9,372.00	0.00

Total Weight of Battery Containers (lb)	*3,521,600.00*	*13,177,600.00*	*18,744,000.00*	
Weight per Battery Container (lb)	*56,800.00*	*56,800.00*	*56,800.00*	
Number of Battery Containers	*62.00*	*232.00*	*330.00*	
Total Weight of Substation Transformer (ton)	**0.00**	**0.00**	**0.00**	**282.30**
Total Weight of Substation Transformer (lb)				*564,600.00*
Weight of each Substation Transformer (lb)				*282,300.00*
Number of Substation Transformers				*2.00*
Total Weight of Battery Auxiliary Transformer (ton)	**12.25**	**61.25**	**61.25**	**0.00**
Total Weight of Battery Auxiliary Transformer (lb)	*24,500.00*	*122,500.00*	*122,500.00*	
Weight of each battrery Auxiliary Transformer (lb)	*24,500.00*	*24,500.00*	*24,500.00*	
Number of Battery Auxiliary Transformers	*1.00*	*5.00*	*5.00*	

EXHIBIT B

Map of Property

EXHIBIT B-1

Legal Description of the Property

METES AND BOUNDS DESCRIPTION FOR A PROPOSED PERMANENT EASEMENT, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the west 1/4 corner of said Section 21, from which the southwest corner of said Section 21, bears South 01°02'49" West, a distance of 2651.28 feet, thence South 88°58'43" East, a distance of 206.92 feet, for the **POINT OF BEGINNING;**

THENCE along the East-West Centerline of said Section 21, South 88°58'43" East, a distance of 458.42 feet, to a calculated point;

THENCE leaving said East-West Centerline, South 01°02'49" West, a distance of 1325.87 feet, to a calculated point;

THENCE North 88°57'32" West, a distance of 449.53 feet, to a calculated point;

THENCE North 00°39'46" East, a distance of 1325.74 feet, to the **POINT OF BEGINNING**.

Described easement being a total area of ±13.817 Acres. (±601,881 Sq. Ft.).

APN: 028-071-57S formerly Portion of 028-071-47

EXHIBIT C

Recorded Easement

[See Attached]

18

RECORDING REQUESTED BY:

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

AND WHEN RECORDED MAIL TO:

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

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

2024-0029669

FRESNO County Recorder
Paul Dictos, CPA

Friday, Mar 29, 2024 02:16:46 PM

Titles: 1	Pages: 18
Fees:	$0.00
CA SB2 Fee:	$0.00
Taxes:	$0.00
Total:	$0.00

FRESNO COUNTY PUBLIC WORKS

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF LIMITED ACCESS EASEMENT

Scarlet Solar Energy Phase II Project

(RE Scarlet LLC)

THIS GRANT OF LIMITED ACCESS EASEMENT is made this 5th day of September, 2023, by RE Scarlet LLC, a Delaware limited liability company (together with its designees, successors, and/or assigns, "**GRANTOR**"), in favor of the County of Fresno, a political subdivision of the State of California ("**COUNTY**").

I. RECITALS

A. On September 9, 2021, pursuant to COUNTY Resolution No. 12905, subject to the conditions, mitigation measures, and project notes listed therein, COUNTY's Planning Commission, under the California Environmental Quality Act (California Public Resources Code, Division 13, section 21000 *et seq.*), including the implementing CEQA Guidelines thereunder (Title 14, Division 6, Chapter 3, California Code of Regulations, section 15000 *et seq.*), certified Environmental Impact Report No. 7230 for an approximately 400-megawatt photovoltaic energy generating facility on

approximately 4,089 acres, adopted findings relating thereto, and approved and issued to GRANTOR Unclassified Conditional Use Permit ("**CUP**") No. 3555. GRANTOR intends that the Phase II Project (defined in Recital I.B. hereof) represents the second phase of the project described in CUP No. 3555, however, neither the Reclamation Agreement (defined in Recital I.F. hereof), as provided in subsection 1(e) thereof, nor this Easement (defined in Section II.1 hereof), obligates COUNTY, either expressly or impliedly, to take any actions or to give any approvals necessary for any prior or subsequent phase of such project described in CUP No. 3555 beyond the scope of the Phase II Project.

B. GRANTOR proposes to construct and operate "Phase II" of the Scarlet Solar Energy Project, consisting of an approximately 200-megawatt ("MW") solar photovoltaic generation facility, 150-MW / 600 MW hour energy storage system, substation, and transmission lines (collectively, the Scarlet Solar Energy Phase II Project or the "**Phase II Project**"), located on an approximately 1,850-acre site in unincorporated Fresno County (the "**Phase II Project Site**"), which Phase II Project Site consists of the Grantor Property (defined in Recital I.C. hereof) as more particularly described in **Exhibit A**, attached hereto and incorporated by this reference.

C. GRANTOR represents, covenants, and warrants to COUNTY that GRANTOR, under that certain Grant Deed from Westlands Water District ("**Westlands**"), recorded in the official records of the Fresno County Recorder, on October 1, 2021 at 2:29 PM (the "**Record Title Date and Time**"), as Document No. 2021-0161201 ("**Grant Deed**"), acquired sole fee ownership to, and remains the sole fee owner of, the Phase II Project Site covered by this Easement (defined in Section II.1. hereof), the legal description of which is set forth in **Exhibit B**, attached hereto and incorporated by this reference (the "**Grantor Property**"). GRANTOR further represents to COUNTY that GRANTOR granted to Westlands that certain groundwater easement agreement over the Grantor Property to ratify and confirm certain existing easements and to grant certain additional groundwater easements to Westlands ("**Groundwater Easement**"), and such groundwater easement agreement has been recorded against the Grantor Property in the official records of the Fresno County Recorder, on October 1, 2021, as of 2:29 PM, as Document No. 2021-0161203 (the "**Groundwater Easement Record Date and Time**"), which was subsequent to such recordation of the Grant Deed in the official records of the Fresno County Recorder.

D. COUNTY's Planning Commission conditioned approval of CUP No. 3555 on, among other things, GRANTOR's compliance with a reclamation plan, prescribing the process for decommissioning, dismantling, and removal of the entire Project, including the Phase II Project, and reclamation of all of the Project Site, including the Phase II Project Site, to its pre-project condition pursuant to the reclamation plan. Pursuant to a condition of such approval and the Reclamation Agreement (defined in Recital I.F. hereof), GRANTOR, as the owner of the Project, including the Phase II Project, and COUNTY agreed to certain modifications to such reclamation plan in the form of an Addendum to the October 2021 Reclamation Plan and the Second Addendum to the October 2021 Reclamation Plan (collectively, such reclamation plan together with such modifications are the "**Reclamation Plan**").

E. GRANTOR will eventually decommission, dismantle, and remove the entire Project, including the Phase II Project, and reclaim all of the Project Site, including the Phase II Project Site, to its pre-project condition pursuant to the Reclamation Plan.

F. In order to secure GRANTOR's faithful performance of all of its obligations under the Reclamation Plan, GRANTOR and COUNTY entered into a Solar Project Reclamation Agreement dated August 23, 2022. In order to further secure GRANTOR's faithful performance of all of its obligations under the Reclamation Plan, GRANTOR and COUNTY entered into a First Amendment to Solar Project Reclamation Agreement, dated August 22, 2023, amending the Solar Project Reclamation Agreement to include the Phase II Project (collectively, the First Amendment to Solar Project Reclamation Agreement and the Solar Project Reclamation Agreement are the "**Reclamation Agreement**") by which GRANTOR covenants to, among other things, fully comply with all of the provisions of the Reclamation Plan, and provide and maintain security for these obligations in the form of cash deposits (the "**Security**"). A true and complete copy of the Reclamation Plan is attached to the Reclamation Agreement.

G. The term of CUP No. 3555 for the Phase II Project is thirty-five (35) years after its effective date, which COUNTY may extend in its sole discretion, unless earlier terminated in accordance with the provisions of applicable law.

H. The Reclamation Plan, and more specifically, the Reclamation Agreement, including subsection 1(a) thereof, and the First Amendment to Solar Project Reclamation Agreement , including section 5(a) thereof, require GRANTOR to decommission, dismantle, and remove the entire Project, including the entire Phase II Project, and reclaim the all of the Project Site, including the Phase II Project Site, to its pre-project condition pursuant to the Reclamation Plan (collectively, **"Reclamation"**) within twelve (12) months of the earliest to occur of any of the following, as reasonably determined by COUNTY's Director of Public Works and Planning or such Director's designee, with respect to the Phase II Project and Phase II Project Site: (i) there has not been substantial development of the Phase II Project within two (2) years following COUNTY's Planning Commission's approval of, and issuance to GRANTOR, CUP No. 3555; (ii) the Phase II Project, or a substantial portion thereof, has not, following completion of construction of the Phase II Project, produced electricity for at least six (6) consecutive months within a twelve (12) month period, or for three hundred sixty five (365) non-consecutive calendar days within any twenty four (24) month period, during the term of the Reclamation Agreement; (iv) the expiration or early termination of CUP No. 3555; or (v) thirty-five (35) years from the commencement of operation of the Phase II Project, in its entirety.

I. GRANTOR is providing the Security to COUNTY to secure GRANTOR's (including any Transferee's, as defined in Section 6 of, and as provided under, the Reclamation Agreement) faithful performance of all of its obligations under the Reclamation Agreement. In the event GRANTOR (including any Transferee as defined in Section 6 of, and as provided under, the Reclamation Agreement) defaults under the Reclamation Agreement, COUNTY may draw on the Security and use the proceeds thereof to carry out the Reclamation of the Project, including the Phase II Project, and the Project Site, including Phase II Project Site, including the Grantor Property, in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement.

J. In the event COUNTY elects, in its sole discretion, to carry out the Reclamation of the Phase II Project and the Phase II Project Site, including the Grantor Property, in substantial conformity with Reclamation Plan, pursuant to the Reclamation Agreement, COUNTY must have the right to immediate, reasonable access the Grantor Property.

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

II. GRANT OF LIMITED ACCESS EASEMENT

1. GRANTOR hereby irrevocably establishes in favor of, and grants to COUNTY, including its contractors, officers, agents, employees, and representatives (collectively, **"COUNTY PARTIES"**), a nonexclusive access easement over, under, on, and across the Grantor Property (this "**Easement**"), solely for accessing the Grantor Property for the limited purpose of, in COUNTY's sole discretion, carrying out the Reclamation of the Phase II Project, to the extent that the Phase II Project is located on the Grantor Property, and the Grantor Property, in substantial conformity with the Reclamation Plan, pursuant to the Reclamation Agreement, and for no other purpose, unless and until this Easement is terminated only pursuant to Section II.5. hereof, provided however, (i) COUNTY agrees that any such Reclamation by any of COUNTY PARTIES on the Grantor Property shall not destroy, damage, or endanger any of the water pipelines, or other third party infrastructure, including the fixtures, devices and appurtenances for such water pipelines and/or such other third party infrastructure (collectively, the **"Water Pipelines and Third Party Infrastructure"**), which are or will be located within in any of the areas covered by any third party easement and/or the Groundwater Easement within the Grantor Property, as reflected in the Reclamation Plan, provided that for any such Water Pipelines and Third Party Infrastructure that are or will be below the surface of the earth, such Water Pipelines and Third Party Infrastructure shall, at the time of such Reclamation on the Grantor Property by any of COUNTY PARTIES, be located at a reasonably-safe depth below the surface of the earth, and (ii) this Easement does not impose any obligation, either express or implied, upon COUNTY to carry out any of the Reclamation of the Phase II Project or the Grantor Property, or any portion of the Phase II Project or the Grantor Property, under the Reclamation Agreement or with respect to the Reclamation Plan.

2. No act, delay in acting, failure to act, or particular or partial exercise of any rights, under this Easement, and the rights granted herein, by COUNTY and/or any of the other COUNTY PARTIES shall be deemed to (i) constitute an abandonment, surrender, termination, waiver, or release

of, or limitation on, this Easement, and the right granted herein, or (ii) impair, terminate, or otherwise affect the validity or effectiveness of this Easement, and the right granted herein. Nonuse, limited use, or intermittent use of this Easement, and the rights granted herein, for any duration shall not preclude or otherwise limit any future use of the entire scope of this Easement, and the rights granted herein, in the event the same is desired or needed, unless and until this Easement is terminated only pursuant to Section II.5. hereof.

3. GRANTOR expressly reserves for itself, its successors and its assigns, the right to use the Grantor Property or to grant other licenses or easements on the Grantor Property, so long as such uses do not unreasonably interfere with this Easement, and the rights granted herein, provided however, the provisions of this Section II.3. are subject to the provisions of subsection II.11.(c) hereof.

4. This Easement shall be effective upon recordation of this Easement against the Grantor Property in the official records of the Fresno County Recorder (**"Effective Time and Date"**).

5. This Easement may only be terminated by COUNTY, upon COUNTY's recordation of COUNTY's release against the Grantor Property in the official records of the Fresno County Recorder, expressly releasing this Easement, and the rights granted herein, back to GRANTOR either due to the termination of the Reclamation Agreement pursuant to Section 8 thereof (Satisfaction of Reclamation Plan) or to COUNTY's issuance of written notice to GRANTOR that COUNTY will not undertake or complete Reclamation of the Phase II Project, to the extent that the Phase II Project is located on the Grantor Property, and the Grantor Property, or otherwise in the COUNTY's sole discretion. COUNTY shall undertake such recordation of such COUNTY's release in a reasonably timely manner following such termination of the Reclamation Agreement or COUNTY's issuance of written notice to GRANTOR that COUNTY will not undertake or complete Reclamation of the Phase II Project, to the extent that the Phase II Project is located on the Grantor Property, and the Grantor Property, or that COUNTY otherwise, in its sole discretion, desires such recordation, as applicable.

6. This Easement is subject only to all superior matters of title on the Grantor Property, which have been recorded against the Grantor Property in the official records of the Fresno County Recorder prior to the Effective Time and Date, including without limitation any and all Encumbrances

so recorded prior to the Effective Time and Date, provided however, the provisions of this Section II.6. are subject to the provisions of subsection II.11.(c) hereof.

7. This Easement shall not be modified except upon a written amendment approved by COUNTY and GRANTOR. This Easement shall bind and inure to the benefit of the designees, successors, and/or assigns of the parties hereto. However, nothing contained herein shall be deemed to grant to the public any right of access to the Grantor Property or to grant any rights in any third party, except as provided in this Easement with respect to any COUNTY PARTIES (other than COUNTY) acting through COUNTY under this Easement.

8. This Easement may be executed in original counterparts, which taken together, shall constitute one and the same instrument.

9. This Easement, and the rights granted herein, shall be interpreted in accordance with the laws of the State of California. Any suits brought pursuant to this Easement shall be filed and heard in courts having jurisdiction and located in the Fresno County, State of California.

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

11. GRANTOR represents, covenants, and warrants to COUNTY that (a) the person executing this Easement on behalf of GRANTOR has full power and authority to execute and deliver this Easement to COUNTY; (b) GRANTOR has full power and authority to authorize COUNTY to record this Easement against the Grantor Property in the official records of the Fresno County Recorder, as provided herein; and (c) notwithstanding anything to the contrary in this Easement, (i) as of the Record Title Date and Time, the Grantor Property was free and clear from any and all agreements, instruments, or documents, whether unrecorded or recorded against the Grantor Property in the official records of the Fresno County Recorder, that allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the Grantor Property, or any portion thereof, including without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, (ii) the Groundwater Easement, as recorded in the official records of the

Fresno County Recorder on the Groundwater Easement Record Date and Time, does not allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), or create or assert any claim to any right, title, or interest in or to the Grantor Property, or any portion thereof, that unreasonably interferes or would unreasonably interfere with this Easement, and the rights granted herein, (iii) the easements and crossings reflected in the Reclamation Plan with respect to the Grantor Property are the only rights, title, or interests in or to the Grantor Property that may impact this Easement, and the rights granted herein, provided however, such easements and crossings do not unreasonably interfere and would not unreasonably interfere with any of COUNTY PARTIES' immediate, reasonable access to the Grantor Property, including any portion thereof, in accordance with the limited purpose of Section II.1 hereof, and (iv) GRANTOR has not, since the Record Title Date and Time, allowed, granted, conferred, conveyed, ratified, confirmed (or otherwise promised or agreed to any of the foregoing), will not, allow, grant, confer, convey, ratify, confirm (or otherwise promise or agree to any of the foregoing), and will prohibit any person or entity from creating or asserting any claim to, any right, title, or interest in or to, the Grantor Property, or any portion thereof, including without limitation any and all Encumbrances, that unreasonably interfere or would unreasonably interfere with this Easement, and the rights granted herein, and in the event of such unreasonable interference, GRANTOR shall, at its own cost, promptly, to the extent reasonably necessary, eliminate or modify such unreasonable interference to the reasonable satisfaction of COUNTY, so that such interference is only a reasonable interference with this Easement, and the rights granted herein; provided however, COUNTY acknowledges that GRANTOR may not disallow or prohibit a governmental authority from exercising its sovereign right of eminent domain, and therefore, no representation, covenant, or warranty is given in subsection II.11(c)(i), (ii), and (iv) hereof as to the disallowance or prohibition of such governmental authority's exercise of such right.

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

///

///

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

[SIGNATURES ON FOLLOWING PAGE]

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

GRANTEE:
County of Fresno

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

By _____

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

By: _____
Deputy

GRANTOR:
RE Scarlet LLC

By _____
Kris Cheney, Executive Vice President, West, Central, and Environmental Affairs

Mailing Address:
RE Scarlet LLC
c/o EDP Renewables North America LLC
Attn: Chief Legal Officer
P.O. Box 3827
Houston, Texas 77253

DKR

ACKNOWLEDGEMENT

STATE OF Oregon)
) ss
COUNTY OF Multnomah)

The forgoing instrument was acknowledged before me this 13th day of September, 2023, by **Kris Cheney, Executive Vice President, West, Central, and Environmental Affairs of RE Scarlet LLC**, a Delaware limited liability company, on behalf of the limited liability company.

My Commission expires: August 16, 2027

Sarah Anahita Salvatore
Notary Public

OFFICIAL STAMP
Sarah Anahita Salvatore
NOTARY PUBLIC - OREGON
COMMISSION NO. 1038993
MY COMMISSION EXPIRES August 16, 2027

THIS INSTRUMENT WAS DRAFTED BY:

Destinee Roman, Esq.
RE Scarlet LLC
P.O. Box 3827
Houston, Texas 77253
(713) 265-0350

11

EXHIBIT A

Scarlet Solar Energy Project

Phase II Project Site

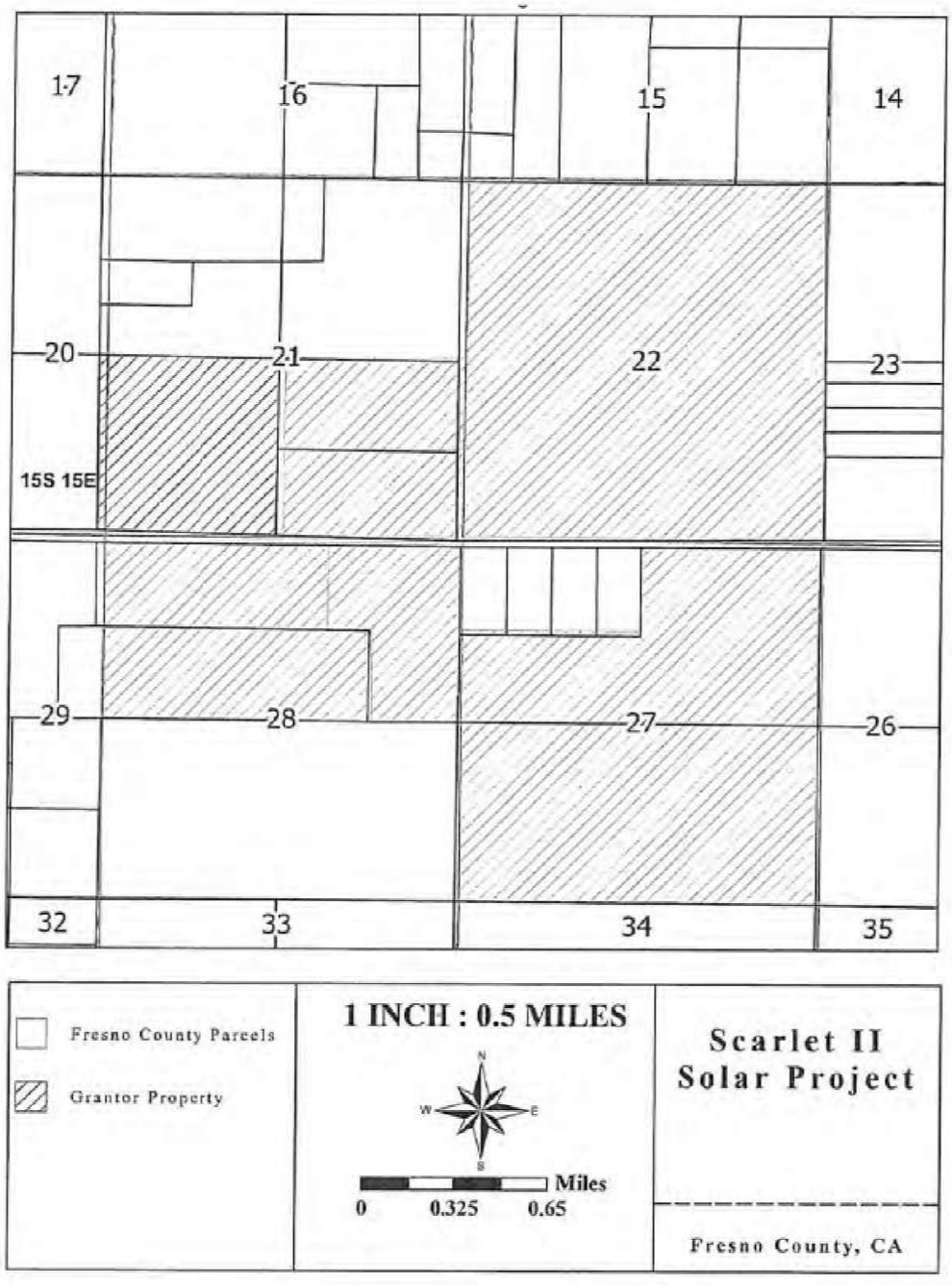


EXHIBIT B

RE Scarlet LLC – Grantor Property

LEGAL DESCRIPTION

(See Attached)

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

PARCEL 1:

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

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

APN: 028-071-48

PARCEL 2:

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

EXCEPTING THEREFROM THE SOUTH 50 FEET OF SAID SOUTHEAST QUARTER.

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

APN: 028-071-49

PARCEL 3:

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

EXCEPTING THEREFROM THE SOUTH 50 FEET OF SAID SOUTHWEST QUARTER.

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

APN: 028-071-47

PARCEL 4:

THE EAST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE (1) WESTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 28 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE (2) SOUTHERLY ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TO A POINT 50 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 28 (MEASURED AT RIGHT ANGLES); THENCE (3) EASTERLY, PARALLEL WITH SAID NORTH BOUNDARY TO A POINT WHICH IS 1120.31 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID SECTION 28, (MEASURED ALONG SAID NORTH BOUNDARY), THENCE (4) SOUTHEASTERLY TO A POINT ON THE EAST BOUNDARY OF SAID SECTION 28, SAID POINT BEING 66 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 28; THENCE (5) NORTHERLY ALONG SAID EAST BOUNDARY TO THE NORTHEAST CORNER OF SAID SECTION 28; THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS AND ASPHALTUM AND OTHER CARBON SUBSTANCES AND MINERAL RIGHTS OF WHATSOEVER KIND AND CHARACTER IN AND TO OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PROPERTY AND TO USE THE SAME FOR THE PURPOSE OF EXPLORING AND DEVELOPING AND REMOVING THEREFROM ALL SAID GAS, OIL, ASPHALTUM AND OTHER CARBON SUBSTANCES AND OTHER MINERALS OF EVERY KIND AND CHARACTER, AN UNDIVIDED ONE-HALF INTEREST THEREOF BEING RESERVED IN THE DEED FROM HOTCHKISS ESTATE COMPANY, A CORPORATION, TO D. J. CANTY ESTATE, A CORPORATION, DATED DECEMBER 30, 1947 FILED FOR RECORD JANUARY 19, 1948 AS DOCUMENT NO. 2679 IN BOOK 2612, PAGE 1 OF OFFICIAL RECORDS, AND AN UNDIVIDED ONE-HALF INTEREST BEING RESERVED IN THE DEED FROM D. J. CANTY ESTATE, A CORPORATION, TO H. C. REECE AND TOM REECE, DATED JANUARY 20, 1948 FILED FOR RECORD MAY 19, 1948 AS DOCUMENT NO. 24532 IN BOOK 2644, PAGE 214 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM UNTO THE GRANTORS THEREIN ALL REMAINING OIL, GAS, ASPHALTUM AND OTHER CARBON SUBSTANCES AND MINERAL RIGHTS OF WHATSOEVER KIND AND CHARACTER IN AND TO OR UNDER THE PROPERTY DESCRIBED AS RESERVED BY H. C. REECE, ET UX, IN DEED RECORDED FEBRUARY 14, 1986 AS DOCUMENT NO. 86015999 OF OFFICIAL RECORDS.

APN: PORTION OF 028-111-20

PARCEL 5:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF.

ALSO EXCEPTING THEREFROM UNTO THE GRANTORS THEREIN ALL REMAINING OIL, GAS, ASPHALTUM AND OTHER CARBON SUBSTANCES AND MINERAL RIGHTS OF WHATSOEVER KIND AND CHARACTER IN AND TO OR UNDER THE PROPERTY DESCRIBED AS RESERVED BY H. C. REECE, ET UX, IN DEED RECORDED FEBRUARY 14, 1986 AS DOCUMENT NO. 86015999 OF OFFICIAL RECORDS.

APN: PORTION OF 028-111-20

PARCEL 6:

ALL OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OF THE OIL, GAS AND OTHER HYDROCARBONS IN AND UNDER SAID LAND OR PRODUCED OR SAVED THEREFROM; TOGETHER WITH THE RIGHT AND POWER IN GRANTORS, THEIR SUCCESSORS OR ASSIGNS, IN PERSON OR THROUGH THE AGENCY OF ANY LESSEE, OPERATOR, INDEPENDENT CONTRACTOR OR OTHERWISE, TO MINE FOR, DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE AN UNDIVIDED ONE-HALF OF ALL OF SAID SUBSTANCES (AND WATER FOR GRANTORS' SAID OPERATIONS ON SAID LAND) FROM, AND TO STORE THE SAME UPON, THE SAID LAND WITH THE RIGHT OF ENTRY THEREON AT ALL TIMES FOR SAID PURPOSES; TOGETHER WITH THE RIGHT TO MINE OR DRILL WELLS THEREON, FOR SAID PURPOSES AND TO CONSTRUCT, ERECT, MAINTAIN, OPERATE, USE, REPAIR AND REPLACE THEREON AND REMOVE THEREFROM ALL PIPELINES, TELEPHONE AND TELEGRAPH LINES, DERRICKS, TANKS, MACHINERY, BUILDINGS AND OTHER STRUCTURES WHICH GRANTORS, THEIR SUCCESSORS OR ASSIGNS, MAY DESIRE IN CARRYING ON ANY SUCH OPERATION, INCLUDING ALL RIGHTS NECESSARY OR CONVENIENT THERETO, TOGETHER WITH THE RIGHTS OF WAY FOR PASSAGE OVER, UPON AND ACROSS, AND INGRESS AND EGRESS TO AND FROM SAID LAND FOR SUCH PURPOSES, AS RESERVED IN THE DEED FROM JOHN B. JAGO, ET AL, DATED DECEMBER 24, 1946, RECORDED FEBRUARY 03, 1947 AS DOCUMENT NO. 6655 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF FRESNO BY DEED RECORDED JULY 28, 1966 IN BOOK 5341, PAGE 497 AS DOCUMENT NO. 55947 OF OFFICIAL RECORDS.

AND ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF FRESNO BY DEED RECORDED JANUARY 06, 1995 AS DOCUMENT NO. 95002091 OF OFFICIAL RECORDS.

AND ALSO EXCEPTING THEREFROM ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS RESERVED IN THE DEED RECORDED JULY 29, 1999, AS DOCUMENT NO. 1999-0111576 OF OFFICIAL RECORDS.

APN: 028-081-66

PARCEL 7:

THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING THE HEREINABOVE DESCRIBED PROPERTY OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITED THE GENERALITY OF THE FOREGOING, ALL OIL, NATURAL GAS AND HYDROCARBON SUBSTANCES, GEOTHERMAL STEAM, BRINES AND MINERALS IN SOLUTION, AND SAND, GRAVEL AND AGGREGATES, AND PRODUCTS DERIVED THEREFROM, AS GRANTED TO BRAVO OIL COMPANY IN DEED RECORDED DECEMBER 29, 1965, AS DOCUMENT NO. 104217 OF OFFICIAL RECORDS.

APN: 028-120-62

PARCEL 8:

THE SOUTH HALF OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING THE HEREINABOVE DESCRIBED PROPERTY OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OIL, NATURAL GAS AND HYDROCARBON SUBSTANCES, GEOTHERMAL STEAM, BRINES AND MINERALS IN SOLUTION, AND SAND, GRAVEL AND AGGREGATES, AND PRODUCTS DERIVED THEREFROM, AS GRANTED TO BRAVO OIL COMPANY IN DEED RECORDED DECEMBER 29, 1965, AS DOCUMENT NO. 104217 OF OFFICIAL RECORDS.

APN: 028-120-61

PARCEL 9:

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNTIED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL ON JANUARY 31, 1855.

PORTION OF APN: 028-111-19

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Certificate of Acceptance

Pursuant to CA Government Code § 27281

This is to certify that the interest in real property conveyed by the Grant of Limited Access Easement dated September 5, 2023, from RE Scarlett LLC to The County of Fresno, a governmental agency is hereby accepted by order of the Steven E. White, PE, PLS, Director of Fresno County Department of Public Works and Planning on October 13, 2023, pursuant to authority conferred by Board Agenda Item No. 21-1261 of the Fresno County Board of Supervisors on August 23, 2023, and the grantee consents to recordation thereof by its duly authorized officer.

Dated October 13, 2023.

Steven E. White, PE, PLS, Director

Department of Public Works and Planning

By: _____

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