

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

EDF RENEWABLE ENERGY.
15445 INNOVATION DRIVE
SAN DIEGO, CA 92128

ATTN: LAND & TITLE ADMIN
Order 979532

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Received by: MARY #420

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):

CITY TRANSFER TAX \$ 0.00

DOCUMENTARY TRANSFER TAX \$ 0.00 (EXEMPT - TERM OF LEASE/EASEMENT IS LESS THAN 35 YEARS (R&T Code 11911))

N/A] computed on the consideration or full value of property conveyed, OR

N/A] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

X] unincorporated area; City of ,



Signature of Declarant or Agent determining tax

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER CACA-49397

Title of Document

GRANTOR: United States Department of the Interior, Bureau of Land Management

GRANTEE: Desert Quartzite, LLC

APN's: Portions of 879-090-032, 879-080-021-9, 879-080-020-8, 879-080-025-3, 879-080-022-0,
879-080-024-2, 879-090-033-1, 879-090-034-2, 879-090-035-3, 879-110-008-0, 879-110-007-9,
879-110-006-8, 879-110-010-1, 879-110-012-3, 879-110-011-2

This page is added to provide adequate space for recording information.

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Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office Palm Springs South Coast Field Office
Serial Number CACA-49397

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (describe) _____

2. Nature of Interest:

a. By this instrument, the holder Desert Quartzite, LLC receives a right to construct, operate, maintain, and terminate a up to 450 megawatt solar photovoltaic energy facility and ancillary facilities on public lands (or Federal land for MLA Rights-of-Way) described as follows:

- Fenced 450-megawatt solar array and related infrastructure;
- 230-kilovolt above ground generation interconnection tie-line with associated road (approx. 3.94 miles length x 140' width);
- Telecommunication line and above ground electrical service line (approx. 1.2 miles long x 20' wide);
- Primary and secondary access roads (approx. 7,680' long x 20'- 30' wide).

Land description (Exhibit A)

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BUREAU OF LAND MANAGEMENT

b. The right-of-way or permit area granted herein is NA feet wide, NA feet long and contains NA acres, more or less. If a site type facility, the facility contains 2,673.00 acres.

c. This instrument shall terminate on December 31, 2051, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, B, & C, dated _____, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

Exhibit A: Legal land description (1 page)
 Exhibit B: Stipulations (5 pages)
 Exhibit C: Map (1 page)

UNITED STATES, DEPARTMENT OF THE INTERIOR

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

DESERT QUARTZITE, LLC

BUREAU OF LAND MANAGEMENT

By:

[Handwritten Signature]

(Signature of Holder)

Cliff Graham, President

AKA LAWRENCE C. GRAHAM, IV

7-2-2020

(Date)

[Handwritten Signature]

(Signature of Authorized Officer)

JANET E. CHEEK

Douglas J. Herrema, J.D.

(Title)

Acting Field Mgr.

8/5/2020

(Effective Date of Grant)

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

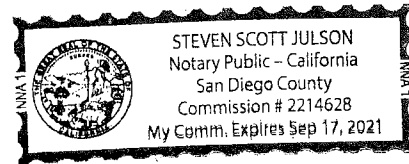
STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

On July 1st, 2020, before me, Steven Scott Julson, a Notary Public, personally appeared Lawrence C. Graham, IV, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Steven Scott Julson
Notary's Signature



[Notarial Seal]

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On Aug. 5, 2020, before me, JH Bergstrom, a Notary Public, personally appeared Janet E. Cheek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Notary's Signature

[Notarial Seal]

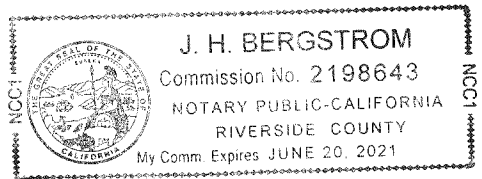


Exhibit A
Land Description

San Bernardino Meridian, California

T. 7 S., R. 21 E.,

- sec. 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ SE $\frac{1}{4}$; 879-090-032
- sec. 4, S $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$; 879-080-021-9
- sec. 5, S $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$; 879-080-020-8
- sec. 6, SE $\frac{1}{4}$ SE $\frac{1}{4}$; 879-080-25-3
- sec. 7, E $\frac{1}{2}$ NE $\frac{1}{4}$; 879-080-022-0
- sec. 9, N $\frac{1}{2}$ NE $\frac{1}{4}$; 879-080-024-2
- sec. 10, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$; 879-090-033-1
- sec. 11, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$; 879-090-034-2
- sec. 12, NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$; 879-090-035-3
- sec. 13, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and SW $\frac{1}{4}$ SE $\frac{1}{4}$; 879-110-008-0
- sec. 14, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, and SE $\frac{1}{4}$; 879-110-007-9
- sec. 15, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$; 879-110-006-8
- sec. 23, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$; 879-110-010-1 & 879-110-012-3
- sec. 24, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, and S $\frac{1}{2}$ SE $\frac{1}{4}$. 879-110-011-2

End Land Description

Exhibit B Stipulations

1. The Holder shall conduct all activities associated with construction, operation, maintenance and termination of this right-of-way within its authorized limits.
2. The Holder shall designate a representative who shall have the authority to act upon and to implement instructions from the Authorized Officer. The Holder's representative shall be available for communication with the Authorized Officer within a reasonable time when construction or other surface disturbing activities are underway.
3. The Holder shall provide appropriate documentation, as determined by the Authorized Officer, identifying ownership of the Holder. The Holder shall notify the BLM 30 days before any proposed change of Holder ownership.
4. Notwithstanding the renewal, expiration, relinquishment, abandonment, or termination of this instrument, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the renewal, expiration, relinquishment, abandonment, or termination of this authorization.
5. Within 14 days of issuance of the right-of-way grant, the Holder is required to update the Plan of Development to incorporate all Mitigation Measures from the Desert Quartzite Solar Project Plan Amendment/Environmental Impact Statement/Environmental Impact Report identified in the January 2020 Decision Record.
6. The Holder shall comply with all terms, conditions, and stipulations contained in U.S. Fish and Wildlife Service (USFWS) Biological Opinion dated on April 12, 2019 (FWS-ERIV-12B0378-19F0134), as amended.
7. The Holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the approved Plan of Development, as amended or supplemented with approval from the Authorized Officer. Any surface disturbing activities, additional construction, or use that is not in accord with the approved Plan of Development shall not be initiated without the prior written approval from the Authorized Officer. A copy of the right-of-way grant, including all stipulations and the approved Plan of Development, shall be made available on the ROW area during construction, operation, and decommissioning. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health or safety or the environment.
8. The Holder shall start construction within 12 months after issuance of a Notice to Proceed but not later than 18 months after the effective date of the issuance of this right-of-way. The Holder shall complete construction within the timeframes approved in the Plan of Development, but no later than 30 months after start of construction.

9. The Holder shall comply with the Environmental Inspection and Compliance Monitoring Program and Plan (EICMPP)/ Mitigation Monitoring, Reporting, and Compliance Program (MMRCP). The EICMPP/MMRCP includes requirements to verify the implementation of and compliance with mitigation measures including the preparation and implementation of plans. The BLM will use the process described in the EICMPP/MMRCP to ensure that the appropriate plans are completed prior to issuance of a Notice to Proceed.
10. The Holder will arrange and attend preconstruction conference(s) prior to the Holder's commencing construction and/or surface disturbing activities on the right-of-way or specific construction phase of the right-of-way as specified by the Authorized Officer. The Holder and/or its representatives will attend this conference. The Holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, will also attend this conference to review the stipulations of the authorization, including the Plan of Development, as applicable. The Holder shall notify the Authorized Officer of the schedule for any preconstruction conference at least 10 calendar days in advance of the preconstruction conference or such timeframe as may be required by the Notice to Proceed.
11. The Holder will not initiate any construction or other surface disturbing activities on the right-of-way without prior written authorization of the Authorized Officer. Such authorization will be a written Notice to Proceed (Form 2800-15) issued by the Authorized Officer or their delegated representative. Each Notice to Proceed will authorize construction or use and occupancy only as therein expressly stated and only for the particular location or use and occupancy therein described, i.e., a construction phase or site location. The Authorized Officer will issue a Notice to Proceed subject to such terms and conditions as deemed necessary when the design, construction, use, occupancy, and operation proposals are in conformity with the terms and conditions of this instrument.
12. The Holder shall not initiate any construction or other surface disturbing activities such as a minor change to the right-of-way or Plan of Development without prior written approval of the Authorized Officer, or his delegate. Such authorization shall be a written Change of Condition or Adjustment. Each Change of Condition/Adjustment shall authorize construction or use only as therein expressly stated and only for the particular location, phase, area, or use therein described. All Changes of Condition/Adjustments are subject to such terms and conditions as deemed necessary by the Authorized Officer at the time of approval. The Authorized Officer may, by written notice, suspend or terminate in whole or in part any change of condition/adjustment which has been approved, when in the Authorized Officer's judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
13. No signs of advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the Authorized Officer.

14. A Performance and Reclamation bond, in an amount determined by the Authorized Officer, shall be obtained by the Holder to ensure compliance with the terms and conditions of this instrument. The Authorized Officer will require that the Holder submit a Reclamation Cost Estimate for review and to assist the Authorized Officer in determining the bond amount. The Holder shall provide the Authorized Officer proof that a bond in the required amount has been obtained by such date as specified by the Authorized Officer. The amount of the bond will be limited to the anticipated liabilities associated with the activities approved by the Notice to Proceed. The bond must be maintained in effect until removal of improvements and restoration of the right-of-way has been accepted by the Authorized Officer.
- a. The bond will be reviewed at the time of any assignment, modification, or renewal of this instrument. The Authorized Officer may increase or decrease the bond amount at any time during the term of the right-of-way authorization, consistent with the regulations.
 - b. The Holder agrees that any bond held as security for the Holder's performance of the terms and conditions of this instrument may, upon failure on the Holder's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be needed to the satisfaction of the Holder's obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.
 - c. Should the bond delivered under this instrument become unsatisfactory to the Authorized Officer, the Holder shall, within 30 calendar days of demand, furnish a new bond. In the event of noncompliance with the terms and conditions of this instrument, the BLM will notify the Holder that the surety or other bond instrument is subject to forfeiture and will allow the holder 15 calendar days to respond before action is taken to forfeit the bond and suspend or terminate the authorization.
15. Within 120 calendar days of completion of construction, the Holder will submit to the Authorized Officer a format compatible ArcGIS file to accurately locate and identify the ROW, as-built drawings, and a certification of construction verifying that the facility has been constructed in accordance with the design, plans, specifications, and applicable laws and regulations.
16. The Holder shall construct and utilize common use ancillary facilities where the Authorized Officer deems it necessary. The Holder shall not charge for the use of the lands made subject to such additional right-of-way grants; however, the Holder may enter into cost sharing agreements with third parties through which it may charge or be reimbursed for costs associated with the construction, operation, and maintenance of its linear facilities within the right-of-way grant area.

17. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. A litter policing program shall be implemented by the Holder which covers all roads and sites associated with the right-of-way.
18. The Holder will be liable for all fire suppression costs resulting from fires caused during construction, operation, maintenance, and decommissioning. The Holder shall comply with all guidelines and restrictions imposed by BLM and local fire control officials.
19. Fire prevention best management practices shall be implemented during construction, operation, and decommissioning of the project as specified by a BLM-approved Fire Safety Plan.
20. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the Holder, or any person working on their behalf on public or Federal lands shall be immediately reported to the Authorized Officer in accordance with the Monitoring and Discovery Plan (MDP). The Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation. Any decision regarding suitable mitigation measures will be made by the Authorized Officer after consulting with the Holder. The Holder shall be responsible for the resultant mitigation costs.
21. All personnel shall be instructed that unauthorized collection or distribution of artifacts or other cultural materials on or off the right-of-way by the Holder, its representatives, or employees shall not be allowed. Unauthorized resource collection or disturbance may constitute grounds for the issuance of a stop work order.
22. The Holder shall protect all survey markers found within the right-of-way. Survey markers include, but are not limited to, Public Land Survey System line and corner markers, other property boundary line and corner markers, and horizontal and vertical geodetic monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where any of the above survey markers are obliterated or disturbed during operations, the Authorized Officer will determine how the marker is to be restored. The Holder will be instructed to secure the services of a registered land surveyor or informed that an official survey will be executed by the Bureau of Land Management (BLM). All surveying activities will be in conformance with the Manual of Surveying Instructions and appropriate state laws and regulations. The Holder shall be responsible for all administrative and survey costs.

23. The Holder shall comply with all applicable local, state, and Federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the fullest extent permissible by law, the Holder agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the right-of-way), the United States against any liability arising from the Holder's use or occupancy of the right-of-way, regardless of whether the Holder has actually developed or caused development to occur on the right-of-way, from the time of the issuance of this right-of-way to the Holder, and during the term of this right-of-way. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the Holder, its agents, contractors, or third parties. If the liability is caused by third parties, the Holder will pursue legal remedies against such third parties as if the Holder were the fee owner of the right-of-way.
24. Use of pesticides and herbicides shall comply with all applicable Federal and state laws. Pesticides and herbicides shall be used only in accordance with their registered uses within limitations imposed by the Secretary of the Interior. Prior to the use of the herbicides/pesticides, the Holder shall obtain written approval of a Pesticide Use Proposal (PUP) which provides the type and quantity of chemicals to be used, pest(s) to be controlled, method of application, locations of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer.

Only those chemicals (pesticides and herbicides) listed on the BLM approved label list are authorized for use on public lands. No use of chemicals will be authorized on the project site until the PUP has received approval by the Authorized Officer. Pesticide and herbicide application records for the areas and acres treated must be submitted to the Authorized Officer each year.

EXHIBIT C

THIS MAP WAS INTENTIONALLY REMOVED FOR RECORDING PURPOSES.