

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office

El Centro Field Office

Serial Number

CACA 52359

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

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:**

By this instrument, the holder: CSOLAR Development, LLC
1044 N. 115th Street, Suite 400
Omaha, NE 68154

- a. receives a right to construct, operate, maintain, and terminate a portion of an access road paralleling the Westside Main Canal for ingress and egress on public lands described as follows:

San Bernardino Meridian
Township 17 South, Range 13 East,
section 17, SW1/4NW1/4.
- b. The right-of-way grant area granted herein is 40 feet wide, 1,258 feet long and contains 1.155 acres, more or less.
- c. This instrument shall terminate on December 31, 2040, 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 not be renewed. If renewed, the right-of-way 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, relinquishment, abandonment, or prior termination of the grant.

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 is subject to all valid rights existing on the effective date of this grant. This grant is issued subject to the Holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800 and all applicable statutes, and in particular with Title V of the Federal Land Policy and Management Act, 43 USC 1761
- 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) and (4)(p), or as directed by the authorized officer
- c. Each grant issued 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 Exhibits A (Maps), B (Legal Description) and C (Plan of Development), 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.
 - (1) The Plan of Development (POD), as well as revisions to the POD, must be approved in writing by the Authorized Officer before commencement of work.
 - (2) The Holder shall construct, operate, maintain, and terminate the access road within this right-of-way in conformance with the approved POD, which shall incorporate the Imperial Solar Energy Center South Decision Record, Memorandum of Agreement for management of cultural resources, and other documents and/or permits as determined by the Authorized Officer. Any relocation, additional construction, or use that is not in accord with the approved POD shall not be initiated without the prior written approval of the Authorized Officer.
 - (3) The holder shall not initiate any construction or other surface disturbing activities as a minor change to the right-of-way or Plan of Development without prior written approval of the Authorized Officer, or representative. 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 and 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. Approved changes authorize construction or use only as therein expressly stated and only for the particular location, phase, area, or use described. 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.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

- g. The Holder shall provide a bond in the amount of \$ 35,000.00 as security for Holder's performance of the terms and conditions of this grant. The Holder agrees that all monies deposited with the authorized officer 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. Upon completion, or partial completion of such obligatory actions, the authorized officer may terminate or reduce the amount of the bond accordingly.
- h. Should the bond(s) delivered under this grant become unsatisfactory to the Authorized Officer, the Holder, shall, within 30 days of demand, furnish a new bond(s).
- i. The Holder shall not initiate any construction on the right-of-way or permit areas without the prior written authorization of the Authorized Officer. Such authorization shall be a written Notice to Proceed (Form 2800-15, or other written notice) issued by the Authorized Officer or representative. Any Notice to Proceed shall authorize construction or other use only as therein expressly stated and only for the particular location(s) or use(s) therein described. A NTP will not be issued if the Authorized Officer finds that the Holder has failed to comply with any applicable local, state, and Federal ordinances, regulations, statutes, and laws, including compliance with the Clean Water Act's requirements governing discharges into navigable waters of the U S., or that project emissions will exceed applicable General Conformity *de minimis* thresholds for activities associated with construction on BLM public lands.
- j. The Authorized Officer may modify, suspend, or terminate in whole or in part, a Notice to Proceed which has been issued when unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect public health or safety or the environment.
- k. A copy of the complete right-of-way grant, including all stipulations, approved POD, approved revisions, and applicable Notice to Proceed, shall be made available on the right-of-way area during construction to the Authorized Officer, or any employee of the Department of the Interior, that has been delegated to exercise their authority with respect to this grant, or to any contractor designated by the BLM.
- l. The Holder shall provide for the safety of the public that may enter the right-of-way during construction. This includes, but is not limited to, barricades for open-trenches, and flagmen/women with communications systems.
- m. The Holder shall comply with all local, state, and Federal ordinances, regulations, statutes, and laws in construction, operation and maintenance of the project. In addition, the Holder shall comply with all requirements of other authorizing agencies for the project including obtaining Federal, state and local permits, licenses and approvals, including any required approvals pursuant to the Clean Water Act.
- n. There is reserved to the Authorized Officer the right to grant to third parties additional rights-of-way for compatible uses on, over, under, or adjacent to the land involved in this grant. The Holder will be notified and have an opportunity to comment on any applications for grants or authorizations to third parties to use the land covered by and adjacent to this grant.
- o. Within 120 days of completion, the Holder shall submit to the Authorized Officer, as-built drawings and a certification of construction verifying that the facility has been constructed in accordance with the design, plans, specifications, or approved modifications, and applicable laws and regulations. If necessary, the legal descriptions of the grant shall be adjusted according to the as-built drawings.

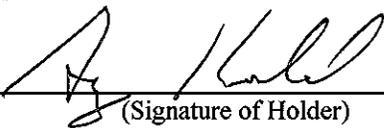
- p. Ninety days prior to termination of the right-of-way, the Holder shall contact the Authorized Officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. The Authorized Officer must approve the plan in writing prior to the Holder's commencement of any termination activities
- q. Noncompliance with any term or condition of this right-of-way grant will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
- r. The Holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and BLM Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey 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 General Land Office or BLM right-of-way monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost
- s. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800][2880], including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.

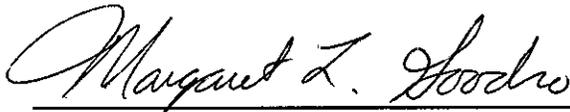
5. Definitions:

- a. **Holder** means any entity with a BLM right-of-way authorization.
- b. **Public lands** means any land and interest in land owned by the United States within the several states and administered by the Secretary of the Interior through BLM, except lands located on the Outer Continental Shelf, and those held for the benefit of Indians, Aleuts, and Eskimos.
- c. **Right-of-Way** means the public lands authorized to be used or occupied pursuant to a right-of-way grant.
- d. **Right-of-Way Grant** means an instrument issued pursuant to Title V of the Federal Land Policy and Management Act authorizing the use of a right-of-way over, upon, under or through public lands for construction, operation, maintenance and termination of a project.

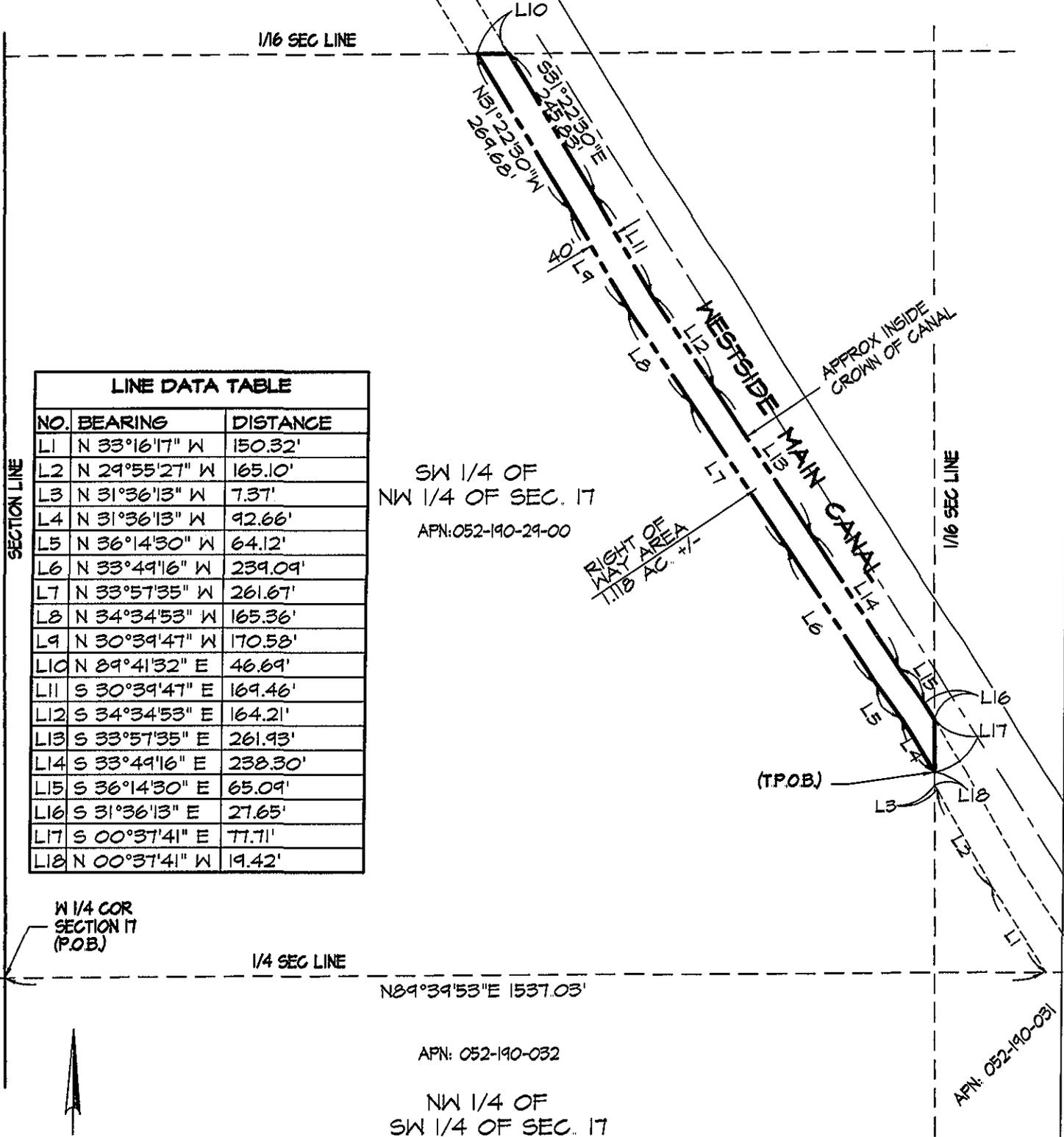
- e. **Plan of Development** is a plan developed by the Holder that sets forth in sufficient detail sequential events and site specific actions at given periods of time during construction and/or any surface disturbing activity so that the Authorized Officer may determine compliance with the terms and conditions of this grant or permit.
- f. **Authorized Officer** means any employee of the Department of the Interior to whom has been delegated the authority to perform the duties described in 43 CFR 2800 in respect to this grant.
- g. **Notice to Proceed (NIP):** Authorization to initiate construction activities associated with this grant.
- h. **Access Roads:** Roads on public lands constructed or used by Holder for ingress and egress to the transmission line system.

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


 (Signature of Holder)
Vice President Environmental Affairs
 (Title)
7/20/2011
 (Date)


 (Signature of Authorized Officer)
Field Manager
 (Title)
7/21/11
 (Effective Date of Grant)

ACCESS ROAD RIGHT OF WAY EXHIBIT "A"



LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	N 33°16'17" W	150.32'
L2	N 29°55'27" W	165.10'
L3	N 31°36'13" W	7.37'
L4	N 31°36'13" W	92.66'
L5	N 36°14'30" W	64.12'
L6	N 33°49'16" W	239.09'
L7	N 33°57'35" W	261.67'
L8	N 34°34'53" W	165.36'
L9	N 30°39'47" W	170.58'
L10	N 89°41'32" E	46.69'
L11	S 30°39'47" E	169.46'
L12	S 34°34'53" E	164.21'
L13	S 33°57'35" E	261.93'
L14	S 33°49'16" E	238.30'
L15	S 36°14'30" E	65.09'
L16	S 31°36'13" E	27.65'
L17	S 00°37'41" E	77.71'
L18	N 00°37'41" W	19.42'

SECTION LINE

W 1/4 COR
SECTION 17
(P.O.B.)

1/4 SEC LINE

N89°39'53"E 1537.03'

APN: 052-190-032

NW 1/4 OF
SW 1/4 OF SEC. 17

APN: 052-190-031



SCALE: 1"=200'

<i>Development</i>		APN 052-190-029		SHEET
DESIGN &		PORTION OF SECTION 17, T.17 S., R. 13 E., S.B.M. ALL IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA		1
ENGINEERING				1
planning · civil engineering · land surveying · project management		COUNTY OF IMPERIAL		DATE
t:760.353.8110	1065 State Street	info@dde-inc.net	06/10/11	BY
f:760.352.6408	El Centro, CA 92243	www.dde-inc.net	A.B	
CLIENT		FILE NAME		JOB NUMBER
LIGHTSOURCE RENEWABLES		THE USA		10016

EXHIBIT "B"
ACCESS ROAD RIGHT OF WAY
APN 052-190-029

LEGAL DESCRIPTION:

THAT 40.00 FEET WIDE STRIP OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, T.17 S., R.13 E., S.B.M., IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING: AT THE WEST $\frac{1}{4}$ CORNER OF SAID SECTION 17; THENCE NORTH $89^{\circ}39'53''$ EAST, ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17, A DISTANCE OF 1537.03 FEET; THENCE NORTH $33^{\circ}16'17''$ WEST A DISTANCE OF 150.32 FEET; THENCE NORTH $29^{\circ}55'27''$ WEST A DISTANCE OF 165.10 FEET; THENCE NORTH $31^{\circ}36'13''$ WEST A DISTANCE OF 7.37 FEET; THENCE NORTH $00^{\circ}37'41''$ WEST A DISTANCE OF 19.42 FEET **TO THE TRUE POINT OF BEGINNING** ON THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17; THENCE NORTH $31^{\circ}36'13''$ WEST A DISTANCE OF 92.66 FEET; THENCE NORTH $36^{\circ}14'30''$ WEST A DISTANCE OF 64.12 FEET; THENCE NORTH $33^{\circ}49'16''$ WEST A DISTANCE OF 239.09 FEET; THENCE NORTH $33^{\circ}57'35''$ WEST A DISTANCE OF 261.67 FEET; THENCE NORTH $34^{\circ}34'53''$ WEST A DISTANCE OF 165.36 FEET; THENCE NORTH $30^{\circ}39'47''$ WEST A DISTANCE OF 170.58 FEET; THENCE NORTH $31^{\circ}22'30''$ WEST A DISTANCE OF 269.68 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17; THENCE NORTH $89^{\circ}41'32''$ EAST, ALONG LAST SAID NORTH LINE, A DISTANCE OF 46.69 FEET; THENCE SOUTH $31^{\circ}22'30''$ EAST A DISTANCE OF 245.83 FEET; THENCE SOUTH $30^{\circ}39'47''$ EAST A DISTANCE OF 169.46 FEET; THENCE SOUTH $34^{\circ}34'53''$ EAST A DISTANCE OF 164.21 FEET; THENCE SOUTH $33^{\circ}57'35''$ EAST A DISTANCE OF 261.93 FEET; THENCE SOUTH $33^{\circ}49'16''$ EAST A DISTANCE OF 238.30 FEET; THENCE $36^{\circ}14'30''$ EAST A DISTANCE OF 65.09 FEET; THENCE SOUTH $31^{\circ}36'13''$ EAST A DISTANCE OF 27.65 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 17; THENCE SOUTH $00^{\circ}37'41''$ EAST A DISTANCE OF 77.71 FEET **TO THE TRUE POINT OF BEGINNING;**

THE ABOVE DESCRIBED STRIP OF LAND CONTAINING 1.118 ACRES MORE OR LESS.